

Subject: Agreement to be executed between Aligarh Muslim University and M/S. Candy Filters (Delhi) Ltd., 370-371/2, Hospital Road, Jangpura, Bhogal, New Delhi - 110014 for filtration work of an Olympic Size Swimming Pool, Aligarh Muslim University, Aligarh

Please find herewith the Agreement along with a Demand Draft bearing No. 614992 of Rs. 50000/- (Rupees Fifty Thousand only) payable to the Aligarh Muslim University received from M/S. Candy Filters (Delhi) Ltd., New Delhi for filtration work of an Olympic Size Swimming Pool.

R. No. 1618  
Date 16/9/15  
Time  
(Legal Section)

2. The LOI has already been issued to M/S Candy Filters (Delhi) Ltd., for the filtration work vide Ref. No.254/RCA dated 07.09.2015 (F/A).
3. The contract is on the lines as the University has entered into Agreement with Dynacon Projects.
4. In the light of the above and having similar condition, the Registrar may kindly sign the MOU.

D No. 269/RCA  
Date 15.9.15

*[Signature]* 15/9/2015

(Dr. Md. Kalimuddin Ahmad)  
OSD-Swimming Pool Project

*[Signature]*  
REGISTRAR, AMU  
15/9/15  
DR(X)  
15/9/15

Univ. Special Criminal

X. 547/15  
15.9.15

SRM-286

17-9-2015

5. The non judicial stamp of Rs 100/- was <sup>not</sup> been attached with Agreement my way of e-stamp is valid <sup>made</sup> ~~made~~  
(B) The Arbitration clause at 17-2 at Page 65 instead of two Arbitrators, only sole Arbitrator <sup>will</sup> be appointed by the <sup>substituted</sup> ~~substituted~~ <sup>id. v. e.</sup> may be suitably amended &  
(C) However per Annexure A (see) at Page 66, A-10 Venue of Arbitration at Aligarh and A-11, Venue of

*[Signature]*  
Deputy Registrar  
(Legal Section)  
15/9/15

Subsidiary - Court at Aligarh are in  
Order.

With these observations & requisite  
required change in Arbitration clause may

suitably be amended & then

Agreement may be accepted on insurance  
and after L OI by AMU on 07-9-15.

special counsel

R. No. 1618  
Date 18.9.15  
Time  
(Legal Section)

P.A

~~mt. Aligarh~~

*[Signature]*

Deputy Registrar  
(Legal Section)

18/9/15

3/12

Subject: Agreement to be executed between Aligarh Muslim University and M/s Candy Filters (Delhi) Ltd., 370-3712, Hospital Road, Jangpura, Bhogal, New Delhi - 110014 for filtration work of an Olympic Size Swimming Pool, A.M.U., Aligarh.

6. May kindly peruse the observation of the Legal Advisor at para '5' on page 1/n & 2/n respectively.

7. So far as the Arbitration Clause is concern University has already accepted the Arbitration Clause as it is in the main Agreement executed in this regard. The present Arbitration Clause is in the same line. Hence, the same may be agreed upon.

8. A Non Judicial Stamp Paper of Rs. 100 may be attached to this agreement by OSD, Swimming Pool and same may be submitted to the Registrar for signature.

Submitted.

*(Signature)*  
(Ishrat Ali)  
PERSONAL ASSISTANT  
Legal Section  
2109.2015

R No. 1618  
Date 22/9/15  
Time  
(Legal Section) RB  
22/9/15  
28/9/15

R No. 252/RCA  
Date 22.9.15

or Ishrat

Deputy Registrar  
(Legal Section)  
28/9/15

*(Signature)* 21.9.15  
*(Signature)* 21/9/15  
*(Signature)* 21/9  
S.O. (Legal) / A.R. (Legal) / D.R. (Legal) / OSD (Swimming Pool)

D No. 281/RCA  
Date 22/9/15

or Ishrat

A non Judicial stamp paper of Rs 100/- (e-s stamp) has already been attached. It is a valid mode (see para '5' on page 1). The file may be submitted to Registrar for obtaining his signature on MoU.

Deputy Registrar  
(Legal Section)  
22/9/15

*(Signature)* 28/9/15

DR - Legal Section.

*(Signature)* 22/9/2015  
(Dr Md. Kalimuddin Ahmad)  
OSD - Swimming Pool.  
Officer-on-Special Duty (OSD)  
Swimming Pool Project  
A.M.U., Aligarh

A.5755/ly  
23.9.15

R-2774/ve  
23/9/2015

10. MoU may be submitted before the Vice-Chancellor for approval.

After approval the Registrar may append his signature in each page of MoU. Submitted for approval.

*(Signature)*  
REGISTRAR

11. For approval please  
*(Signature)*

*(Signature)*  
23/9/15  
Deputy Registrar

Subject: Agreement to be executed between Aligarh Muslim University and M/s Candy Filters (Delhi) Ltd., 370-3712, Hospital Road, Jangpura, Bhogal, New Delhi - 110014 for filtration work of an Olympic Size Swimming Pool, A.M.U., Aligarh.

13. Approval of the Vice-Chancellor may kindly be seen at para '12' on page '3/n'.

14. If agreed to, the instant file may kindly be submitted to the Registrar for obtaining signature on each page of the MoU.

R. No. 1618  
Date 30/9/15  
Time  
(Legal Section) RB

01/10/15

Submitted.

(Ishrat Ali)  
PERSONAL ASSISTANT  
Legal Section  
30.09.2015

SR 30/9/15  
on 0/2  
30/9  
S.O. (Legal) / A.R. (Legal) / D.R. (Legal) / REGISTRAR  
30/9/15

1.594/15  
30.9.15

Today

m. 982/15

Deputy Registrar  
(Legal Section)

1/10/15

5/N

Subject: Agreement to be executed between Aligarh Muslim University and M/s Candy Filters (Delhi) Ltd., 370-3712, Hospital Road, Jangpura, Bhogal, New Delhi - 110014 for filtration work of an Olympic Size Swimming Pool, A.M.U., Aligarh.




R. No. 1618  
Date 03/10/15  
Time .....  
(Legal Section)

- 15. The Registrar has signed the MoU, placed in the file.
- 16. If agreed to, the instant file along with original MoU may kindly be sent to Dr. Md. Kalimuddin Ahmad, OSD - Swimming Pool Project for taking further necessary action in the matter.

Submitted.



(Ishrat Ali)  
PERSONAL ASSISTANT  
Legal Section  
03.10.2015

 03/10/15  
 3/10/15  


S.O. (Legal) / A.R. (Legal) / D.R. (Legal) / Dr. Md. Kalimuddin Ahmad,  
OSD - Swimming Pool Project



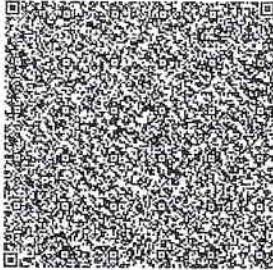
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL56343025117442N  
Certificate Issued Date : 12-Sep-2015 10:26 AM  
Account Reference : IMPACC (IV)/ dl915403/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL91540310367589467351N  
Purchased by : CANDY FILTERS DELHI LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : ALIGARH MUSLIM UNIVERSITY ALIGARH  
Second Party : CANDY FILTERS DELHI LTD  
Stamp Duty Paid By : CANDY FILTERS DELHI LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

### ARTICLE OF AGREEMENT

#### CONTRACT FOR CONSTRUCTION OF DEVELOPMENT OF AN OLYMPIC SIZE SWIMMING POOL FOR FILTRATION PLANT WORKS FOR ALIGARH MUSLIM UNIVERSITY AT ALIGARH.

This CONTRACT is made on 12/9/2015 Aligarh Muslim University (AMU), **having** its office at Residential Coaching Academy (RCA Building), AMU, Aligarh (UP), India (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the one part **AND**

#### Statutory Alert:

1. The authenticity of this Stamp Certificate shall be verified at [www.shcllestamp.com](http://www.shcllestamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.



15.09.2015



Candy Filters (Delhi) Ltd., having its principal place of business at 370-371/2, Hospital Road, Bhogal Jangpura, New Delhi-110014, India hereinafter called the "Contractor" (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the other part. Capitalized terms not otherwise defined in this Contract shall have the meanings given such terms in the General Conditions of Contract, attached hereto and incorporated by reference into this Contract.

#### WHEREAS

The Owner is desirous of being provided and having executed certain works relating to **Filtration Plant Works** mentioned, or referred to in the Tender Documents including General Conditions of Contract, Special Conditions of Contract, Annexures, Specifications, Drawings, Schedule of Rates, various Minutes of Meetings and other documents as called for in the Tender.

The Contractor has inspected the Site and surroundings of the Work Site specified in the Tender Documents and has satisfied himself by careful examination before submitting the Tender as to the nature of the surface, strata, soil, sub-soil and ground, the nature of the Site, local conditions, the quantities, nature and magnitude of the Works, availability of labour and materials necessary for the execution of Work, the means of access to Site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Works to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of the Works and which might have influenced him in making his bid.

**NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

In consideration of the due provisions, execution and completion of the Work, the Owner does hereby agree to pay the Contractor the Contract Sum in proportion to the work actually done by him and approved by the Project Manager, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.



The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:

- a. This Agreement and Annexure-I of this agreement as enclosed.
- b. The Letter of Intent dated 28.08.15
- c. Special Conditions of Contract
- d. General Conditions of Contract.
- e. The Construction drawings
- f. Bill of Quantities
- g. Technical Specifications

In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of Contract.

The Contractor hereby agrees to commence the work on 04<sup>th</sup> Sep, 2015 and shall complete the entire works within 4 calendar months thereafter that is by 31<sup>st</sup> December, 2015.

The Owner has accepted the tender of the tenderer for the provision and the execution of the said Works for the Contract Sum upon the terms and subject to the Conditions of Contract.

IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered  
for and on behalf of  
**OWNER**



DATE:  
PLACE:

Signed and Delivered  
for and on behalf of  
**CONTRACTOR**



DATE: 12-09-2015  
PLACE: New Delhi

IN PRESENCE OF TWO WITNESSES

1. Dr Md. Kalimuddin Ahmed  
DSD - Swimming Pool Project.
2. Prof. S. M. Javed Akhtar  
Finance Officer, AMU, Alig.

Received  
3 copies  
Vishal  
1. → Candy Filters (Delhi) Ltd.

2. Javed  
Finance Officer  
Aligarh Muslim University  
ALIGARH