वास्तुकला परिषद्
Council of Architecture, India

3

GUIDELINES FOR ARCHITECTURAL CONTRACTS

MANUAL OF
ARCHITECTURAL PRATICE

2022

3

MANUAL OF ARCHITECTURAL PRACTICE

2022

GUIDELINES FOR ARCHITECTURAL CONTRACTS

वास्तुकला परिषद्
Council of Architecture, India

Copyright @ Council of Architecture 2022
All rights reserved.
No part of this work covered by the copyright here on may be reproduced or used in any form by means- graphics, electronic or mechanical, including photocopying, recording, taping or information storage and retrieval system, without the permission of the Council of Architecture in writing.

Disclaimer
All text used in this publication have been provided by the authors / Committee members.

This is an updated version of Conditions of Engagement and Scale of Charges approved by the Council in the year 2002

Council of Architecture
India Habitat Centre, Core 6-A, First Floor
Lodhi Road. New Delhi - 110003
Tel: 011-49412100

ISBN: 978-93-84204-12-9 COA-Manual of Architectural Practice Vol. 3

Printer & Publisher: Registrar, Council of Architecture
Book Design: Shri Saurabh Karandikar
Printed at: Infinity Advertising Services Pvt. Ltd.

All reasonable attempts have been made to trace, clear and credit the copyright holders of the images reproduced in this book. However, if any credits have been inadvertently omitted, the publisher will endeavour to incorporate amendment in future editions.

VOLUME 3: INDEX

3.1. Introduction 7

3.2. General Interpretation 8

3.3. Who is a Client? 9

3.4. Client's Responsibilities 10

3.5. Who is an Architect? 13

3.5.1. Why Engage an Architect? 13

3.6. Architect's Responsibilities 15

3.7. Types of Projects 16

3.8. Scale of Projects 17

3.9. Types of Contracts/Agreements 21

3.9.1. Comprehensive Architectural Consultancy 26

3.9.2. Architectural Consultancy 27

3.9.3. Architectural Consultancy as Liaison Architect 27

3.9.4. Architectural Consultancy as an Associate Architect 27
3.9.5. Architectural Conservation Consultancy 27
3.9.6. Architectural Landscape Consultancy 28
3.9.7. Architectural Consultancy as a Lighting Architect 28
3.9.8. Architectural Consultancy as an Interior Architect 28
3.9.9. Peer Review – Architectural Consultancy 28
3.9.10. Due Diligence – Architectural Consultancy 29

3.10. Letter of Appointment 30

3.11. The Contract/Agreement 31

3.12. Composition of the Contract/Agreement 32
3.12.1 Contract/Agreement Details 32
3.12.2. Definition of Terms 33
3.12.3. Clauses/ Terms and Conditions 34
3.12.4. Comprehensive Scope of Work and Deliverables 51
3.12.5 Professional Fees 55

3.13. Necessity for a written Contract/Agreement 59
3.13.1. The Architect's Seal 60

3.14. Architects' Risks 61

3.15. Certification 62

3.16. Registration of the Contract/Agreement with COA 63

3.17. Exhibits 65
3.17.1. Exhibit 1 – Difference between Contract and Agreement 67
3.17.2. Exhibit 2 – Professional Liability Insurance 69
3.17.3. Exhibit 3 – Letter of Appointment 71
3.17.4. Exhibit 4 – Responsibility Matrix 77
3.17.5. Exhibit 5 – Concise Consultancy Agreement 80
3.17.6. Exhibit 6 – Standard Consultancy Agreement - cost basis 85
3.17.7. Exhibit 7 – Standard Consultancy Agreement - area basis 104
3.17.8. Exhibit 8 – Comprehensive Consultancy Agreement - cost basis 124
3.17.9. Exhibit 9 – Comprehensive Consultancy Agreement - area basis 153
3.17.10. Exhibit 10 – Back to back Agreement with Structural sub-consultants – area basis 183
3.17.11. Exhibit 11 – Back to back Agreement with MEPF sub-consultants – area basis 207

3.18. Glossary 237

3.1
INTRODUCTION

3.2
GENERAL INTERPRETATION

3.3
WHO IS A CLIENT?

3.4
CLIENT'S RESPONSIBILITIES

3.1. INTRODUCTION

The practice of the Architectural profession is regulated, controlled, and maintained under the provisions of the Architects Act, 1972, and the regulations framed thereunder. The Council has prescribed the Architects (Professional Conduct) Regulations, 1989. The documents stipulate the parameters within which the Architect is required to function.

These define the responsibilities, the scope of work and services, and prescribe the mandatory minimum scale of professional charges with a view to making the Client fully aware of the duties and services which the Client may expect from the Architect.

The professional services required by the Client may not be comprehensive in scope in all cases, and accordingly, a clear understanding between the two must be arrived at. The Council has prescribed the Conditions of Engagement (COE) based on the general practice of the profession in India. These documents are applicable to all registered Architects and include Architects who have specialised in areas such as Urban Design, City Planning, Landscape Architecture, Interior Architecture, Architectural Conservation, etc.

This volume contains the guiding notes explaining the details of a Contract/Agreement between the Client and the Architect. It is intended to inform Architects and the General Public regarding the Scope of Architectural Services. The association between a Client and an Architect is both intense and long term. The nature of consultancy required by the Client is intellectual and professional in nature. The guidelines proposed are to ensure that there is a proper balance between Client rights and professional rights of Architects.

In order to align the thoughts, it is prudent for both the parties to discuss and agree upon the scope and cost of Architectural services required before the start of the project and ensure that this is captured in a formal written Contract/Agreement.

This Contract/Agreement is duly signed and dated by both parties and records the rights and obligations of the Client and the Architect. It also safeguards the interests of both parties in a fair, reasonable manner to cultivate a productive working relationship.

3.2. GENERAL INTERPRETATION

For a successful project, it is recommended that the Client and the Architect establish a mutual understanding and come to an agreement on its intent and expectations of the performance of all parties involved. The contract for Architectural consultancy is a document mutually prepared based on the agreed terms and conditions by the parties to achieve four major goals:

A. **Establish roles and responsibilities of the parties**

B. **Crystalise the scope of work/services to be performed by the Architect as a part of Architectural consultancy.**

C. **Legal protection, rights, and liabilities of the parties and**

D. **Finalizing Remuneration for the agreed services.**

The content of the Contract/Agreement should provide fair and reasonable protection whilst clearly establishing the obligations of both parties. For a contract/ agreement to be valid, it must have key elements such as agreement, capacity, consideration, intention, and legality.

The language and sections to be included in the Contract/Agreement may vary depending on the type of project, Client profile and location. The Contract/Agreement may be prepared by either Architect or Client and is further reviewed and vetted by the other party to arrive at common agreed terms and conditions. The agreed draft Contract/Agreement may be reviewed by Attorney if desired. The parties are at liberty to refer to COA if clarity is required on any of the clauses of the Draft Contract/Agreement.

Refer samples of various types of Contract/Agreement shared as exhibits section in this volume.

3.3. WHO IS A CLIENT?

The "Client" is defined as an entity, individual, an organisation or an institution that funds the project, directly or indirectly and desires to avail the services of an Architect.

The profile of the Clients may range from individuals to companies, from Government agencies to private-sector firms, from builder-developers to the actual occupants of buildings / societies etc. Also, there may be multiple stakeholders and/or external stakeholders who may have interest or control over the project. In this scenario, it is very important that the responsibility matrix amongst all the stakeholders is clearly defined.

3.4. CLIENT'S RESPONSIBILITIES

The Client will:

A. Share exhaustive information regarding the detailed design brief, budget, project program and the services required. Once finalised and defined, any changes made will be intimated to the Architect in writing.

B. Share legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

C. Share subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

D. Ensure speedy approval(s)/decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/applicable.

E. Honour Architect's bills and give timely payments to the Architects.

F. Ensure timely selection/appointment of other stakeholders as per project requirement. To share the list of stakeholders/any other consultants with whom the Architect should collaborate to provide services.

G. Safeguard and not share confidential information of the Contract/Agreement unless authorised by the Architect or as required by the law.

H. Define the roles and responsibilities of all the stakeholders

I. Ensure approved Communication/Authorisation Protocol.

J. Provide essential liaising information and obtain statutory approvals from authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

K. Provide scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

L. Ensure socio-economic issues such as safety, security, and political issues etc.

3.5
WHO IS AN ARCHITECT?

3.6
ARCHITECT'S RESPONSIBILITIES

3.7
TYPES OF PROJECTS

3.8
SCALE OF PROJECTS

3.5. WHO IS AN ARCHITECT?

Only an individual registered with the Council of Architecture as defined in the Architect's Act of 1972 is permitted to use the title 'ARCHITECT'.

An Architect is a skilled professional who plans and designs a built environment and plays a key role from its conception to its handover. An Architect's job is to design a form with interlinked spaces to the best of his ability to realize the Clients dream in an implementable manner. Architectural services include a complete appraisal of the site, program, and its relationship with the unbuilt environment. Architects do this by providing solutions through their artistic imagination and vision, which is combined with practical and technical knowledge following codes and by-laws. An Architect designs spaces to fulfil the interactive needs of the users and community. Such services include but are not limited to consultation, evaluation, planning, analysis reports, design, drawings, building information models, construction administration, preparing and signing of all drawings and documents required for statutory approvals.

3.5.1. WHY ENGAGE AN ARCHITECT?

The Parliament of India enacted the Architects Act, 1972 to regulate the standards of Architectural education and profession with an objective that the general public is served by qualified and competent professionals in order to ensure the interphase of human experience and spatial relation is maintained along with the construction of safe and economic buildings. The Council is empowered to lay down minimum standards of qualification and proficiency required to be attained by the person before being granted registration as an Architect. Further, on being registered as an Architect, the Architect is required to function within the Code of Conduct, i.e. Architects (Professional Conduct) Regulations, 1989, prescribed by the Council. Volume one of this Manual further explains the Architectural practice and Code of Conduct with best practices.

No such regulatory standards are prescribed for other persons dealing with services related to the construction of buildings.

The Hon'ble Supreme Court of India in Civil Appeal No. 1819 of 2020, Council of Architecture V/s. Mukesh Goyal and Others, vide order dated 17.03.2020, observed the distinctive professional value of Architects at para 35 as under:
"Section 37 prohibits unregistered individuals from designating themselves or referring to themselves as Architects. The consequence of this regulatory regime is that when an individual is called an Architect, a reasonable person would assume that they are a registered Architect under the Architects Act and, as a consequence, possess the requisite educational qualifications and specialized knowledge associated with Architects."

The Hon'ble Supreme Court of India in Civil Appeal No.1725 of 1997, M.D. Army Welfare Housing Organisation v/s. Sumangal Services Pvt. Ltd. Para 74 while discussing various roles of Architects quoted from Hudson's Building and Engineering Contracts as under:
"xxx Thus, it will be seen that although it is the primary and vital function of the Architect to create new ideas of amenity and design and set down those ideas on a drawing-board, his duties extend far into other fields of technical knowledge and business management. On the other hand, while he will remain primarily responsible to the owner for all matters of design, modern techniques of construction and specialized

building products and processes, in fact demand expertise and skill for which he will inevitably not always be personally qualified. The employment of outside consultants or the less satisfactory (from the legal point of view if the employer's interest is to be protected) device of delegating important design functions to specialist and sub-contractors and suppliers, and therefore a frequent and inevitable accompaniment of many major building projects but, as will be seen, the Architect is the "captain of the ship" and will be the person to whom the owner will normally look if a design failure occurs, though in some but not all, cases he will adequately discharge his own overall responsibility if he exercises due professional care in referring matters outside his own expertise to a consultant or specialist supplier or contractor, particularly if these latter are engaged on behalf of the owner and not by the Architect himself".

The Hon'ble Gujarat High Court in Special Civil Application No.1111 of 1999, vide order dated 06.07.2000, at para 29, discussed the important role of Architects as under :
"Architects considering the requirements of time and need of people have to plan from townships to cities or big complexes such as commercial and residential. They must bear in mind different requirements of the people in country. Architects are also required to keep in mind the most important aspect which is known as 'cost factor'.xxx"

Thus, an Architect is an individual being trained and qualified and registered with the Council to undertake the design and supervision of construction of buildings and accountable for his professional conduct. Only such registered individuals should only be engaged to provide Architectural services.

3.6. ARCHITECT'S RESPONSIBILITIES

The Architect will:

A. Define the services that will be provided along with commercial and other terms and conditions. This will form a part of the Contract/Agreement.

B. Advise and assist the Client who has appointed the Architect as a professional to develop the project along with project program, proper utilization of land and area etc. The Architect is the creative and technical arm of the Client and accordingly advises the Client at various stages of a project if required.

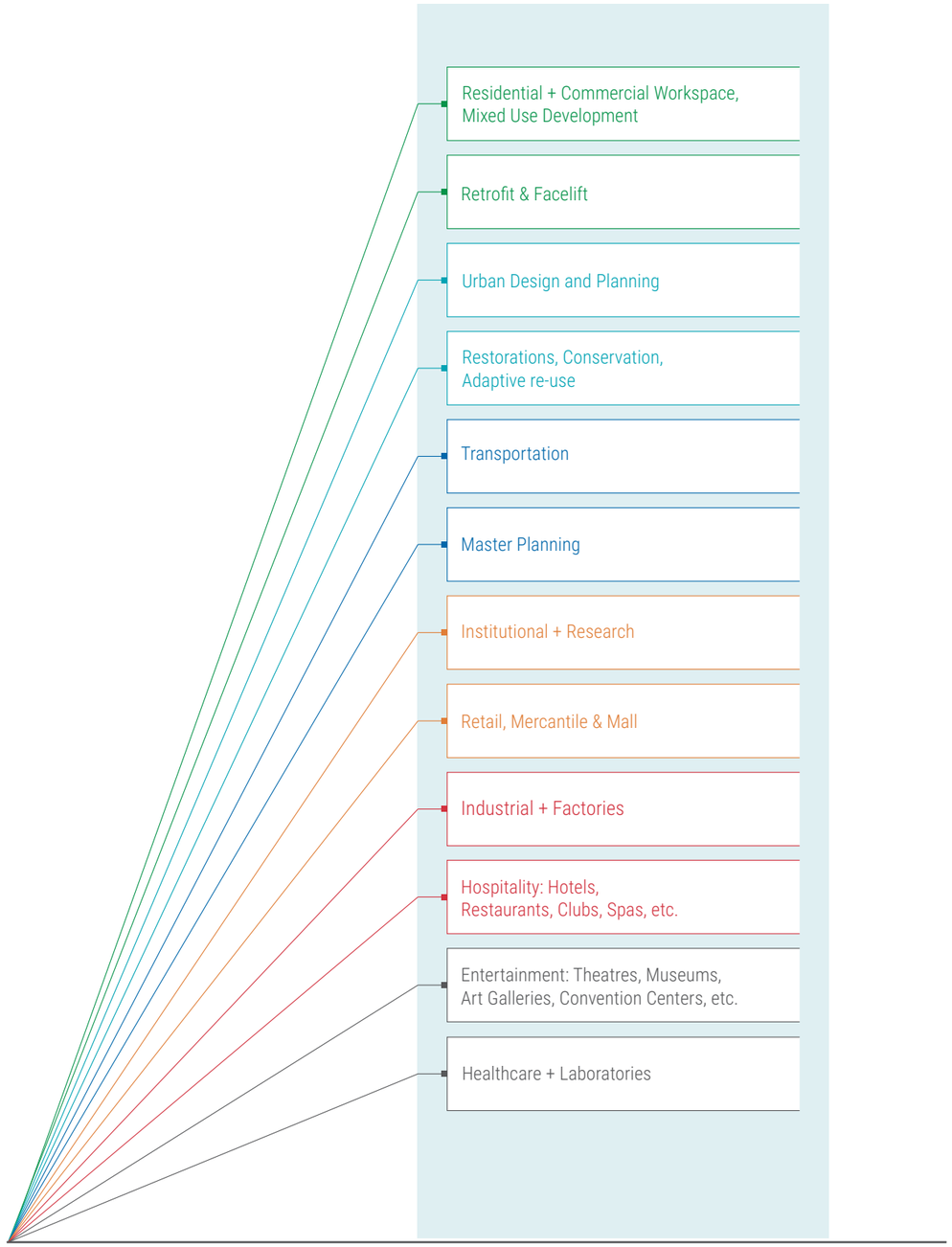
C. Progressively provide information regarding estimated construction cost, design detailing, quality of construction and progress of works and comply with all required codes/regulations.

D. Alter written scope of work, deliverables or design, if necessary, only with Client's written consent.

E. Not disclose any confidential information of the Contract/Agreement project unless authorised by the Client or as required by the court of law.

3.7. TYPES OF PROJECTS

The Project is the total undertaking contemplated by the Client, of which the Architect's scope may be in entirety or a part. The project typologies can be broadly defined as but not limited to:



3.8. SCALE OF PROJECTS

A Contract/Agreement can be prepared according to the scale that defines the quantum of involvement required of an Architect to render his services. The scale of the projects can be classified based on the following parameters.

A. **Size of Project**
   i. Small Projects (Up to 1000 sqm)
   ii. Medium-sized projects (1,000 sqm – 10,000 sqm)
   iii. Large scale projects (Above 10,000 sqm)

B. **Complexity of Project**

C. **Timeframe of Project**

D. **Cost of Project**

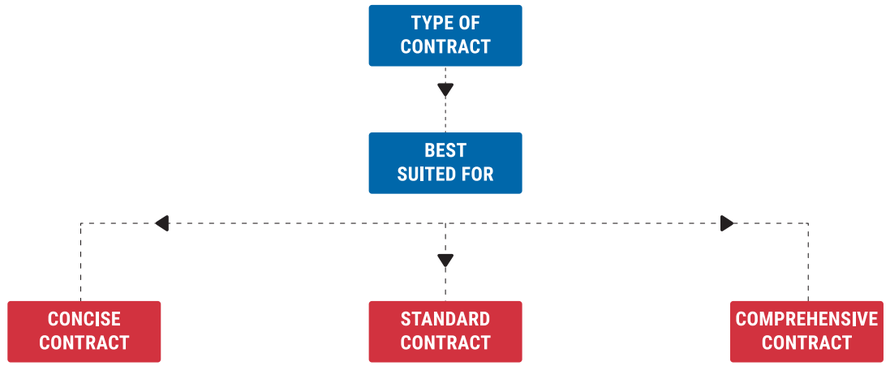
3.9
TYPES OF CONTRACTS / AGREEMENTS

3.10
LETTER OF APPOINTMENT

3.11
THE CONTRACT / AGREEMENT

3.12
COMPOSITION OF THE CONTRACT / AGREEMENT

3.9. TYPES OF CONTRACTS/AGREEMENTS



A five-pages contract including client's name, architet's name, scoope of wotks, fees and payment terms.

Suitable for small, less complex and where the deliverable and scope of works are moderate.

A detailed contract including client's name, client's brief, architect 's name,scope of works, fees, payment terms , mutually agreed selected few general and special conditions.

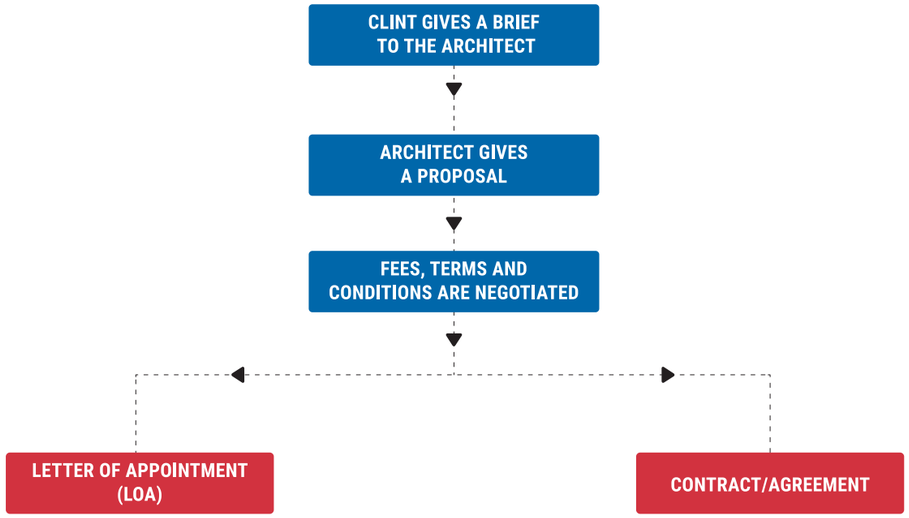
Suitable for all types of projects with private clients and developers.

An exhaustive contract including client's including client's name, client's brief, architect's name, scope of works, fees, payment terms, elaborated general and specialconditions with legal terms such as indermnity, professional liability, arbitration, force majure, delays and variations, etc.

suitable for all types of projects with public limited companies, corporates, all kinds of goverments, institutional bodies.

Chart 1: Types of Contract/Agreement based on complexity and alliance with Client

The types of Contracts/Agreements mentioned in chart 1 are flexible, keeping in mind that the Contract/ Agreement may be customised based on the nature of the project in terms of scale, complexity and the Architects' alliance with the Client. The general chronology for the appointment of the Architect is as follows:



Refer to section 3.10 for a board description of LOA

Refer to section 3.11 for a board description of Contract/Agreement

Chart 2: Indicative flow chart for the appointment of Architect

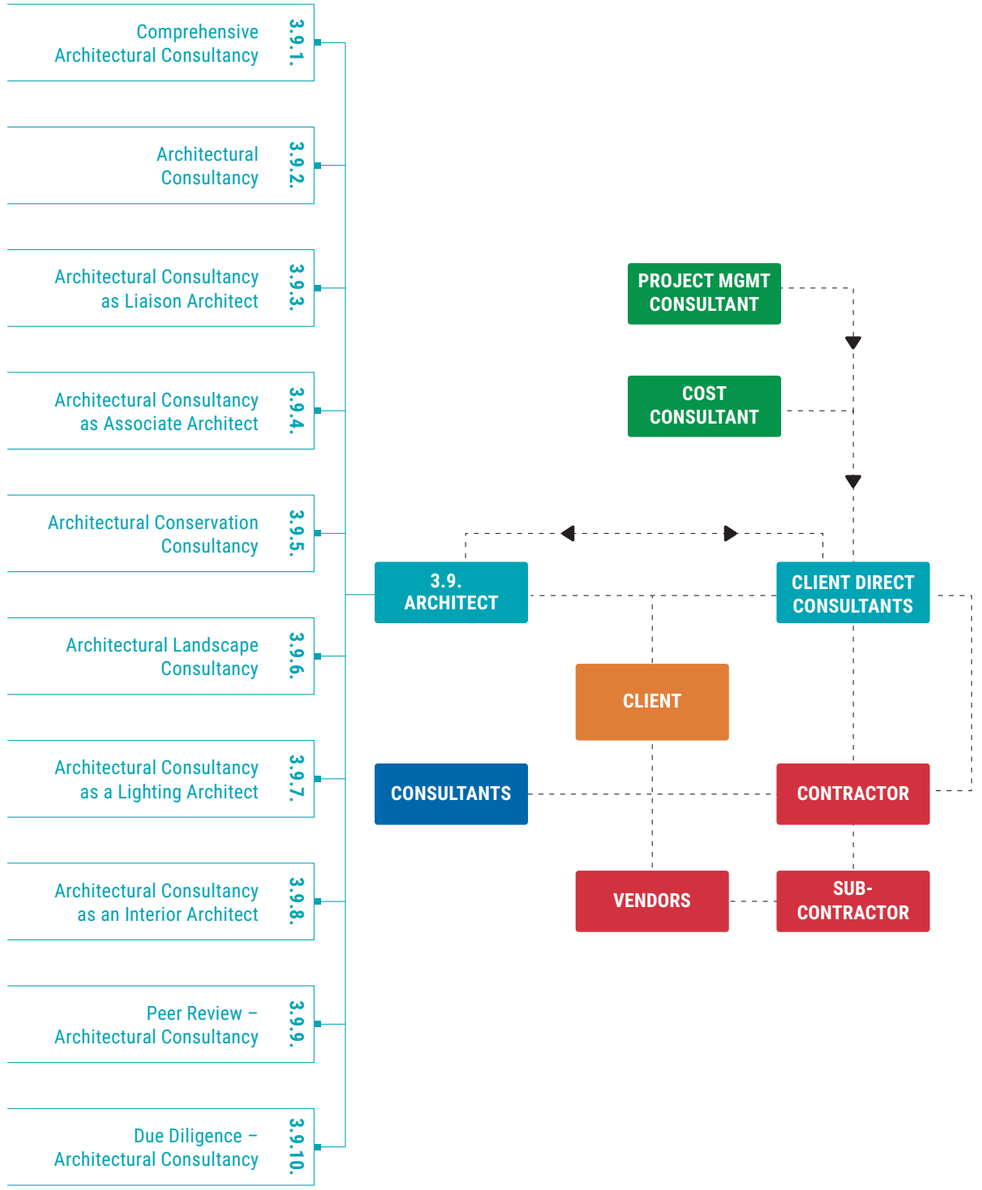


Chart 3: Contract/Agreement Relationship Diagram

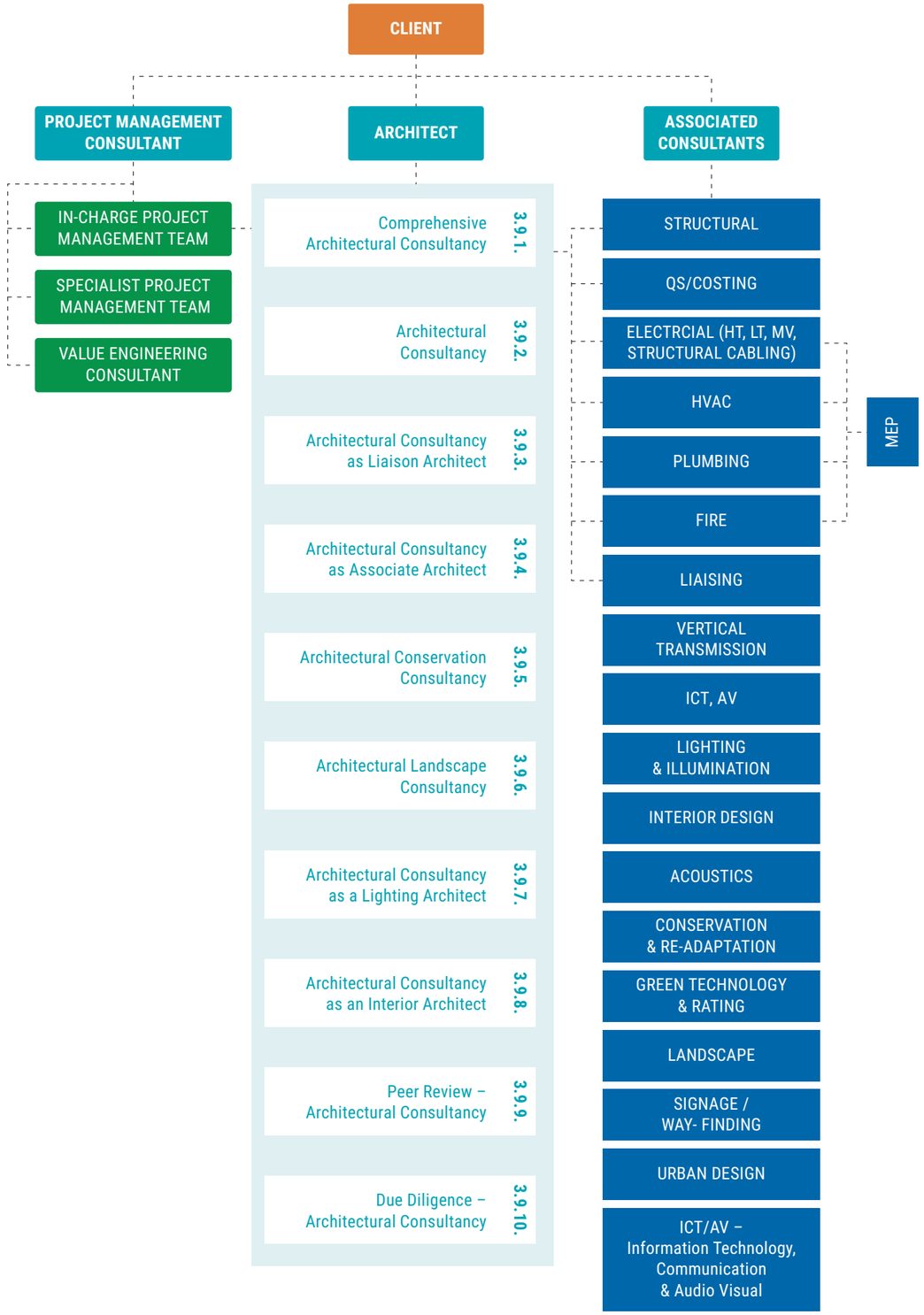


Chart 4: Types of Contract/Agreements based on the scope of works

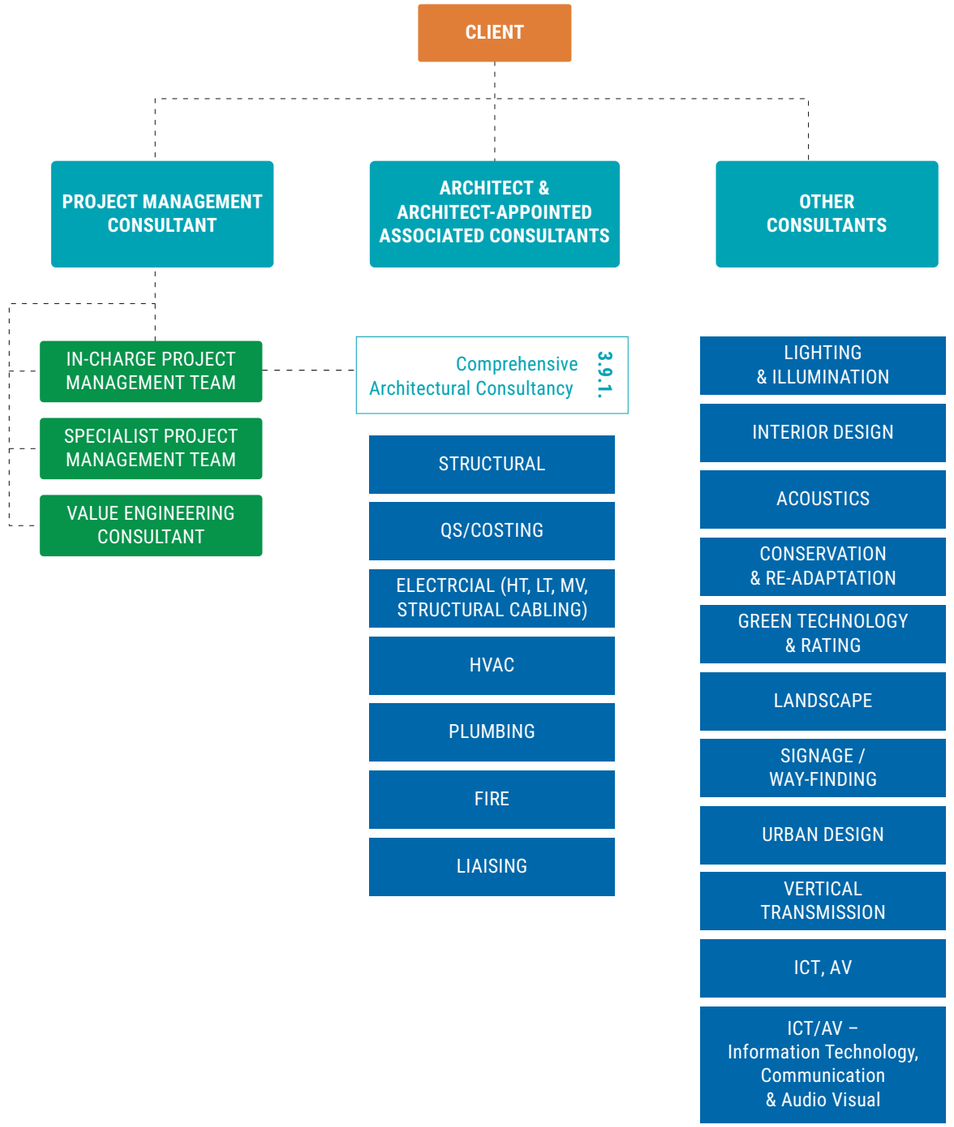


Chart 5: Agreement for Comprehensive Architectural Consultancy

There are various Architectural consultancy services rendered by an Architect as depicted in 3.9.1 – 3.9.10. based on the type of project and project delivery methods where:

A. **Architect is the prime consultant**

B. **Architect is one of several separately engaged consultants**

C. **Architect provides specialised services such as conservation, lighting, landscape, interior design, urban design etc.**

D. **Architect is not necessarily involved in the design and construction of the building, such as peer review & due diligence.**

COA advocates Architects to practice comprehensive design consultancy using their wisdom and experience to have homogeneity and reliability in the deliverables and responsibilities.

3.9.1. COMPREHENSIVE ARCHITECTURAL CONSULTANCY

The Client appoints an Architect for rendering Comprehensive Architectural Consultancy, which includes structural, mechanical, electrical, plumbing & firefighting design consultancy. It also includes consultancy for liaising with statutory authorities for obtaining approvals for the project.).

In case the Architect does not have the in-house capability to render structural, mechanical, electrical, plumbing and firefighting and liaising consultancy, the Architect, will engage the above said associate consultants under his umbrella to provide Comprehensive Architectural Consultancy to the clients.

The Architect must take adequate care while selecting the associate consultants and ensure that the associate consultants are legally qualified and have the requisite license to practice. The Architect should be mindful that the associate consultants under his obligations are in sync with the scope of work, professional fees and terms of Contract/Agreement of the said project, which includes responsibilities, indemnities and liabilities etc. Subsequently, the Architect will appoint such sub-consultants with a back-to-back contract/ agreement. (Refer Exhibit 10 and 11 for sample Back-to-Back Contract/Agreement)

In case the project requires additional allied design consultants for elements like façade, vertical transportation, landscape, interior design, green building facilitation etc., the Architect will assist the Client in appointing such consultants.

3.9.2. ARCHITECTURAL CONSULTANCY

The Client appoints an Architect in the role of Principal Architect for rendering Architectural Consultancy for the said project. In such instances, the Client and the Principal Architect identify the associate consultants (structural, MEP engineering, interior designing, PQS, façade, liaising for statutory approvals, green rating etc., excluding project management Consultancy.) and the Client independently appoints them. The Architect is only responsible for coordinating the design with such associate consultants.

3.9.3. ARCHITECTURAL CONSULTANCY AS LIAISON ARCHITECT

Liaison Architect manages the NOCs/statutory approvals. The Client may choose to engage services of a separate Liaison Architect besides the Principal Architect.

A crystalised matrix of common roles and responsibilities, accountability, battery limits are agreed upon by the stakeholders. In this case, the Principal/Design Architect will be responsible for overall project performance, and the Liaison Architect will be responsible for statutory submissions.

Hence the Principal Architect and Liaison Architect may be the same or separate individual consultancies

3.9.4. ARCHITECTURAL CONSULTANCY AS AN ASSOCIATE ARCHITECT

In the case where the Client appoints a combination of Architects that is a Principal Architect (Foreign or Indian) and Associate Architect, the roles and responsibilities, accountability, battery limits matrix is crystalised and can be allotted as per Client's requirements on a project-to-project basis.

3.9.5. ARCHITECTURAL CONSERVATION CONSULTANCY

In the case where the Client appoints an Architect in the role of a Conservation Architect for rendering Architectural Conservation Consultancy, the Architect provides expert advice for conserving and restoring the Architectural heritage of the sites. Conservation Architect may be appointed as the Lead Architect (refer 3.9.1) or as an Architectural Designer (refer 3.9.2).

3.9.6. ARCHITECTURAL LANDSCAPE CONSULTANCY

The Client appoints a Landscape Architect for rendering architectural landscapes and provides consultancy for the said project. The design consultancy generally includes site analysis, site inventory, site planning, land planning, planting design, grading, irrigation, sustainable design, construction specification and ensuring that all plans meet the current building codes and local regulations for landscaping works. Landscape Architect may be appointed as Lead Architect (refer 3.9.1) or as an Architectural Designer (refer 3.9.2).

3.9.7. ARCHITECTURAL CONSULTANCY AS A LIGHTING ARCHITECT

The Client appoints an Architect in the role of a Lighting Architect for providing Architectural Lighting Consultancy for the said project, which generally includes, design of lighting systems (outdoor and indoor), including natural light and electric light. Lighting Architect may be appointed as Lead Architect (refer 3.9.1) or as an Architectural Designer (refer 3.9.2).

3.9.8. ARCHITECTURAL CONSULTANCY AS AN INTERIOR ARCHITECT

The Client appoints an Architect in the role of an Interior Designer, for rendering Interior Design consultancy who enhances the interior of a building to achieve a healthier, functional and more aesthetically pleasing environment for the people using the space. Interior Designer may be appointed as Lead Architect (refer 3.9.1) or as an Architectural Designer (refer 3.9.2).

3.9.9. PEER REVIEW – ARCHITECTURAL CONSULTANCY

When the Client wishes a second opinion, validation/value addition by another competent and experienced consultant, a Contract/Agreement can be formed which is open and transparent in the interest of the project. The Principal Architect shall be made aware of the same as a fair practice. The Client may choose what aspects of the design are required to be reviewed.

Peer review is the evaluation of work by one or more people with similar competencies as the producers of the work (peers). It functions as a form of self-regulation by qualified members of a profession within the relevant field. Peer review methods are used to enhance and maintain quality standards, improve performance, and validate the design.

3.9.10. DUE DILIGENCE – ARCHITECTURAL CONSULTANCY

When the Client appoints the Architect for a preliminary study of the project feasibility prior to commencement of works, this may be for brown-field or green-field projects. For brown field projects, the Client may require the Architect to analyse the property and evaluate in terms of conditions from an Architectural perspective and statutory compliance prior to acquisition or merger.

3.10. LETTER OF APPOINTMENT

Letter of appointment (LOA) is the predecessor of Contract/Agreement. It generally includes the scope of work, project timelines and agreed fees. Other details such as stage-wise deliverables, payment schedule, indemnity, confidentiality, arbitration etc., are elaborated in the Contract/Agreement.

In some instances, when the complete project parameters are yet to be crystalised, the Architect may initiate his services for the project upon receiving the LOA as mutually agreed by both parties.

LOA may also be an appropriate contract/agreement if a consultant is required for very nominal work or the relationship between Architect and Client is predefined where a full-blown Contract/Agreement could be viewed as heavy-handed. In such circumstances, many of the items listed above should be included in the letter, together with a program and budget.

Refer to Exhibit 3 of Volume 3 for sample letter format

3.11. THE CONTRACT/AGREEMENT

The Contract/Agreement is a document duly signed and dated by both Parties – the Client & the Architect which records the Client's and Architect's rights and obligations under the Contract/Agreement. At the outset, Architects should provide the Client with a detailed explanation about what is included and not included in the Contract/Agreement.

It is recommended for both the Client and the Architect to use the COA Contract/Agreement format as a guiding template. Most disputes occur at the end of the project due to the differing expectations of the parties to the Contract/Agreement. When providing professional services to a Client, the Architect should always have a written Contract/Agreement which outlines all specifics as mentioned in 3.12 of The Contract/Agreement and which will be under the jurisdiction of the Contract/Agreement s Act of 1872 of India.

COA uses the term Contract/Agreement in the titles of its professional services document. However, there is no special legal significance to COA's choice of terminology in the titles of its documents.

3.12. COMPOSITION OF THE CONTRACT/ AGREEMENT

COA Contract/Agreement is divided into four parts:

3.12.1. CONTRACT/AGREEMENT DETAILS

3.12.2. DEFINITION OF TERMS

3.12.3. CLAUSES/TERMS AND CONDITIONS

3.12.4. THE SCHEDULE OF SERVICES

3.12.5. PROFESSIONAL FEES

The following terms, conditions and clauses mentioned below from sections 3.12.1. to 3.12.3. are explained briefly to give an idea of why these are important and when are they applicable, which may be included in the Contract/Agreement wherever relevant.

Refer to the draft Contract/Agreements shared in the exhibit's sections for examples.

3.12.1. CONTRACT/AGREEMENT DETAILS

The Contract/Agreement details provide specific details of the Architect, Client, and project such as:

A. **The Client and the Architect:**
Provide details of the Client and Architect and the single point of contact (SPOC) of the Architect and the Client.

B. **Site Address:**
Provide the address of the site where the Project is to be carried out.

C. **Project Brief:**
Provide a description of the Project and the Client's statement of requirement for the Project for which the services are being provided. The target Cost of Construction, Area parameters and target Project Program.

D. **Estimated Construction Cost:**
The client's estimated budget for the project

E. **Client's anticipated dates of construction:**
Provide the date of commencement of construction and the date for handover.

F. **Architect's Responsibilities:**
Refer to section 3.6.

G. **Client's Responsibilities:**
Refer to section 3.4.

3.12.2. DEFINITION OF TERMS

Definitions enable us to have a common understanding of a word or subject. They allow us to be on the same page when discussing or reading about an issue. The use of defined terms reduces the risk of ambiguity.

For uniformity and clarity, defined terms are capitalised wherever they appear elsewhere in the Contract/ Agreement. Some of the commonly used definitions in an architectural Contract/Agreement are as follows

A. **Architect**
shall mean the Architectural Consultant independently appointed by the Client to provide Architectural design services in relation to the Project.

B. **Client**
shall mean the 'entity, individual or an organization commissioning and funding the project, directly or indirectly and desires to avail the services of an Architect.

C. **Associate Consultants**
shall mean specialized consultant that provides services such as structural design, MEPF services, vertical transportation, signage etc.

D. **Project**
Shall mean the project as defined in section XXXX (Site Plan, Project understanding) for which the Services are to be provided by the Architect.

E. **Service**
The Services means the professional services identified in Section XXXX – Services including those performed by the Architect, the Architect's employees, and the Associate consultants engaged by the Architect.

F. **Effective Date**
Shall mean the date of execution of this Contract/Agreement. "Day" means the calendar day from 00.00 (midnight) to 00.00 (midnight) on the following day. Unless otherwise stated in the Agreement, time or periods stated in this Agreement for doing any act or thing or for achievement by the Architect for completion shall include Saturdays, Sundays and Public Holidays.

G. **Construction Cost**
Construction Cost is the Contract/Agreement price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect such as the cost of the core & shell, site development, landscape and high side equipments etc. It also includes the total sum payable to all the construction contractors and suppliers inclusive of all applicable taxes for completing the entire work, cost of equipments of permanent usage in the project which is within the scope of the project, and other similar works, including those procured by the Clients directly.

Where there is no Contract/Agreement price for all or part of the Project, the Construction Cost shall be the estimate of the probable cost of construction as determined by the Architect, or as agreed by the Architect, A Cost Consultant may be engaged at market rates at the anticipated time of construction.

Construction Cost generally excludes the following:

i. Administrative expenses by the Client, such as finance charges, overhead, Architect's fees, Sub- consultant's fees, insurance.

ii. Other professional fees which is the responsibility of the Client

iii. The land cost and land development charges.

iv. Fees for Project Management, Project Quantity Surveyors and any drawings not prepared by the appointed Architect.

v. Construction Infrastructure: Cost of Site Office, Material Warehouses, Batching Plants, Labour Camps, etc., unless the layouts, planning & arrangements, details of the same have been provided by the Architects.

vi. Licenses/Permits/Statutory Approvals/NOC fees and liaising cost.

3.12.3. CLAUSES/TERMS AND CONDITIONS

Clauses are specific provisions or sections in a Contract/Agreement that address a specific aspect of the Contract/Agreement. Clauses clearly define each party's duties, rights, and privileges under the terms of the contract. Various clauses will protect the parties from miscommunications and lawsuits, and they provide legal safeguards that are relevant for both parties.

There are different types of clauses, and the ones to be used depend on both the parties' needs. If any of the parties is unsure of the legality of any part of the Contract/Agreement, including clauses, it's best to consult a licensed attorney in the local jurisdiction.

Terms and conditions are aimed at protecting the parties. They give the parties an opportunity to set their rules (within applicable law) of how their service or product may be used, including, but not limited to, things like copyright etc.

3.12.3.1. GENERAL INTERPRETATION

The goal for defining the contract interpretation is to come to a definition that most clearly reflects the original intent of the parties who authored the contract. Some of the examples of such interpretations are:

A. The provision of the agreement continues to bind the Client and the Architect as long as it is necessary to give effect to the Parties respective rights and obligations.

B. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Architect. The Architect, subject to this Agreement, has complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

C. Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

D. Words importing the singular only shall also include the plural and vice versa where the context so requires. In this Agreement, the Client and the Architect are collectively referred to as "Parties" and individually as "Party".

E. Words importing the male gender shall also include the female and neuter gender and vice versa.

F. The marginal words and Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

G. Annexures and Attachments to this Agreement form an integral part of this Agreement.

H. This Agreement superseded any previous arrangements between the Client and the Architect in relation to the Service (whether oral/written) and represented the entire agreement arrangements between the Client and the Architect in relation to the Service. All the additions, amendments and variations to the Agreement shall be binding only if in writing and signed by the duly authorized representatives of both the Client and the Architect. The Client and the Architect shall not claim to have relied upon any statement or representations made by the other party other than those set out in the agreement.

I. If any clause or part of any clause of the Agreement is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Agreement, and this shall not affect any other clause of the Agreement, nor the validity of the remaining clauses of the Agreement, which shall remain in full force.

J. The agreement is subject to the law of India, and the Parties submit to the exclusive jurisdiction of the courts of India.

3.12.3.2. SCOPE OF SERVICES AND TIME SCHEDULE

The Services required to be performed by the Architect shall be as agreed by the Parties in writing. The scope of work (SOW) is the most important stage of the Contract/Agreement process because it lays out the foundation for the future of the project. The SOW provides the necessary direction for the project. This allows the client to address all important deadlines and ideas prior to receiving any deliverable.

The services clause is as follows:

A. Services mean the professional services identified in 'Exhibit (x) - Schedule of Services' which are performed by the Architect, Architect's employees, and the Sub-consultants engaged by the Architect, which is listed in Exhibit (y).

3.12.3.3. PAYMENTS AND OUTGOINGS

One of the most important provisions for all parties to a contract is the payment provision. There are several different forms this type of provision can take. The most typical and common payment structure is progress payments. This type of provision requires payments to be made during a project and within a certain time after the invoice is submitted.

The sample clause may be as follows.

A. The Architect will raise invoices as per the Schedule of Payment mentioned herein Exhibit C along with adequate supporting documents.

B. Architect's invoices shall contain an itemized computer-generated listing agreed along with adequate supporting documentation.

C. The payment due to the Architect at different stages shall be computed on the following basis:
Stage (a) to (h) (of Schedule of Payment) on Estimated Project Cost
Stage (i) (of Schedule of Payment) on Accepted Tender Cost
Stage (j) (of Schedule of Payment) on Actual Cost of Construction
The fee shall be subject to retroactive adjustments at the end of the project based on the Actual Cost of Construction.

D. The Client hereby agrees to pay fees due to the Architect based on the actual work completed, in full or in part, for each stage of services

E. The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (Seven days) of the invoice date. Payment due to the Architect shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (..... Percent) per month.

F. Architect shall be paid within 15 (fifteen days of receipt of the certification from the Client on the Architect's invoice. The Client shall not withhold any payment (either whole or in part) which is appropriately due to the Architect without giving the Architect a notice of this intention, with reasons, no later than 10 (Ten) working days prior to the date on which the payment becomes due. In case of payment is delayed by the Client without serving notice. The Architect shall give a notice period of 30 (thirty) working days to the Client for recovering the pending dues. After the expiration of the notice period, the Architect reserves the right to suspend work and will not be responsible for the subsequent delay.

G. In case of intermediate payments, the Client will honour the Architect's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

H. The Architect shall not undertake any outstation travel, lodging, boarding and other related services unless the same is approved in advance by the Client. The mode of travel and stay in a hotel shall require prior approval of the Client. All travel to be in economy class only. Travel mode for CEO and Principals shall be in business class. The cost towards the same shall be borne by the clients.

I. The Architect shall be required to submit its invoice in such form as may be prescribed by the Client.

J. All the payments will be made in the name of the Architect in the currency agreed to by both the Parties, by way of RTGS as per bank account details given below/Cheque/Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

K. All the payments will be made in the name of the Architect in the currency agreed to by the Parties, by way of cheques/DD drawn on a bank payable at xxx or by wire transfer.

3.12.3.4. TAXES AND DUTIES

The provision regarding taxes and duties clears the ambiguity regarding who will be responsible for the payment of the applicable taxes and duties.

Some of the sample clauses are as follows:

A. The Compensation/Fees agreed to by the Parties shall be the total amount of consideration payable to the Architect. Unless otherwise agreed by the Parties, this Fee/ compensation is inclusive of all applicable taxes and duties but excluding GST. Additionally, GST as applicable shall be payable by Clients with every invoice.

B. However, the payment of the said Compensation/Fee shall be subject to deduction of TDS or withholding tax as may be applicable and at rates as may be prescribed under the Income Tax Act 1961.

C. In case of introduction of any applicable new taxes by the statutory authorities, during the course and pendency of this contract or related to this contract, such taxes shall be borne by the client.

3.12.3.5. ESCALATION

The clause regarding escalation gives clarity on when and how escalation becomes operational. This normally gets activated in case the project timelines are extended. The sample clause may be as follows.

The Fees mentioned shall remain firm for a period of xx months from the date of signing the Contract/ Agreement or the agreed project start date. Post the time of xx months from the start date; there will be an xx% of increase on fees payable for balance work with all other terms and conditions unchanged.

Additional Services/Rework This brings clarity to how and when the additional services/ rework clauses become operational and addresses the commercial impact when such services are provided.

The sample clauses may be as follows:

A. The Architect shall perform Additional Services only with prior written authorisation/addendum/ variation order to the Architect to proceed with such rework.

B. The need for Additional Services may arise for reasons that include, but are not limited to:

i. changes to the Client's program of requirements,

ii. enactment of revisions in codes, laws, or regulations

iii. changes to the Project size, scope, quality, or complexity,

iv. changes to the Client's Construction Budget,

v. changes to the Client's schedule, including the anticipated dates for construction as stated in the Contract/Agreement

vi. changes to the project delivery method or the form of Construction Contract/Agreement as stated in Clause XXX in the Contract/Agreement,

vii. Client instructions that are inconsistent with instructions or written approvals previously given by the Client,

viii. the Client's failure to render decisions in a timely manner,

ix. the enactment of new or revised statutes, regulations, codes, or by-laws,

x information provided by the Client, Consultants, or other third parties engaged by the Client that differs materially from actual conditions,

xi. interpretations by authorities having jurisdiction that differ from the Architect's interpretations of statutes, regulations, codes or by-laws, or differences the Architect could not have reasonably anticipated,

xii. acceptance of Constructor proposed substitutions that require revisions to the Construction Documents,

xiii. an unreasonable number or complexity of Constructor claims, requests for information (RFIs) or proposed substitutions,

xiv. replacement of work damaged or destroyed during construction by fire, flood, or other cause,
xv. major defects or deficiencies in the Work or default by either the Client or the Constructor under a Construction Contract/Agreement, and

xvi. dispute resolution proceedings arising out of the Construction Contract/Agreement.

xvii. In case of selected products becoming unavailable for reasons beyond the control of the architects, and resulting in re-selection of an entire group of items, then charges for such extra efforts are applicable

C. Additional services, when authorized, shall be compensated as per a mutually agreed fee or as per the agreed person-hour rate chart.

3.12.3.6. ASSIGNMENT, SUB – CONTRACTING AND NOVATION

The goal is to define the assignment, subcontracting and novation clause is to give clarity of the rights, and obligations of the parties, in case any of these clauses become operational.

The sample clauses are as follows:

A. Assignment
An assignment transfers the entire legal obligation of the task to be performed to the party assigned.

The sample clause is as follows:
The Architect and Client shall only assign the benefit of the Contract/Agreement or any rights arising under it with the prior written consent of the other.

B. Sub-Contracting
When a party takes on a contractual obligation, they are legally required to perform the obligation. That same contracting party may require to subcontract out the work to another service provider unless the contract contains an express term preventing subcontracting out the work or an implied term.
In Subcontracting, the legal obligation remains with the original party of the contract.

The sample clause is as follows:
The Architect shall Subcontract any part of service and shall intimate in advance to the client of the same.

C. Novation
Novation of Contract/Agreement means creating a new Contract/Agreement while the old one is terminated and need not be performed. It is an act substituting a new obligation or party in a Contract/Agreement for the old one. Further, the newly substituted Contract/Agreement should be valid, enforceable, have consideration and should be by the mutual written consent of the parties. Primarily, it should fulfil the requirements of a valid Contract/Agreement. When a Contract/Agreement is novated, the original Contract/Agreement ceases to exist, and the parties must follow the new Contract/Agreement. Section 62 of the Indian Contract/Agreement Act states that "if the parties to the Contract/Agreement agree to substitute a new Contract/Agreement for it or to rescind it or alter it, the original Contract/Agreement need not be performed."

The sample clause is as follows:
As per Section 62 of the Indian Contract/Agreement Act, in case both the Parties to this Agreement agree to substitute a new Agreement for it or to rescind it or alter it, the original Agreement need not be performed. However, the newly substituted Agreement should be valid, enforceable, have consideration and should be by the mutual written consent of the Parties. Primarily, it should fulfil the requirements of a valid Contract/Agreement.

3.12.3.7. TIMELINES/VALIDITY/TENURE

A. Timelines
This is a very important concept and should be clearly defined in the agreement/ contract. When a time limit is attached to an obligation under a contract, failure to complete the task or make payments within the prescribed time is likely to be considered as a "material breach", and the other party may be entitled to damages.

B. Validity/Tenure
Validity/tenure is the length of time in which the project is to be completed.

The sample clause is as follows:
The validity/tenure of the Contract/Agreement is for a period of XX months from the date of the Contract/Agreement or from the date (Date) the Architect has commenced work, whichever is earlier.

3.12.3.8. CONFIDENTIALITY/NON-DISCLOSURE CLAUSE

The confidentiality clause or non-disclosure clause in a contract binds two or more parties or all the involved parties to ensure and agree that specific type of information that is furnished by one party or all the parties will remain confidential. The key objective behind including this clause is to ascertain that both the parties involved in the agreement will maintain secrecy and high levels of confidentiality.

The sample clause is as follows:

A. The Parties acknowledge that the existence and the terms of this Agreement and any defined confidential (oral or written) information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

i. Is or will be in the public domain (other than through the receiving Party's unauthorised disclosure);

ii. Is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or

iii. Is required to be disclosed by any Party to its team members regarding the task contemplated hereunder, provided that such team members shall be bound by the confidentiality obligations similar to those set forth in this section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, for which Party shall be held liable for breach of this Agreement. Such liability shall have a maximum limit of fees paid to date.

3.12.3.9. COPYRIGHT AND LICENCE

The inclusion of the Copyright and license clause in the contract protects the rights of both parties.

The sample clause may be as follows:

A. The Architect shall own all intellectual property rights as per Indian Copyright Act 1957, including the copyright in the drawings and documents produced in performing the services, and this clause generally asserts the Architect's moral right to be identified as the author of such work.

B. No part of any design by the Architect may be published by the Client without the written consent of the Architect.

C. The Client shall have the license to copy and use of such drawings and documents for which the fees and other amounts appropriately due have been paid, only for purposes related to the construction of the project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extensions of the Project or any other project without the Architect's written consent.

D. Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in pdf format only, unless an alternative format has agreed and set out in the Contract/Agreement.

E. Copying or use of the drawings and documents by any other Client Appointment providing services to the Project shall be deemed to be permitted under sub-licence granted by the Client, whether such drawings and documents were issues by the Client or on the Client's behalf.

F. The Client shall not use any of the drawings and documents other than for the purpose of which they were prepared and provided by the Architect.

The three Acts that further strengthens the copyrights of the Architect works are:

The Copy Right Act 1957 for Architects which recognises work of Architecture as an artistic work [Section 2(c)(iii) and the "work of Architecture" under the Act is defined to means any building or structure having an artistic character or design, or any model for such building or structure.

Design Act 2000 for Architectural Design - it is possible to register elements of architectural design under the Design Act, 2000 under class 25-03 and 25-99.

The Trade Marks Act, 1999 for Architects - a registration of architectural work under this Act and recourse of protection it offers is possible if the Architectural work satisfies the twin criteria of being a graphical representation and has a capacity to distinguish itself from a work from another source.

E.g. (Taj Mahal Palace Hotel, Mumbai became the first building in India to get itself a registered trademark under the Indian Trademarks Act, 1999).

3.12.3.10. ARBITRATION

The parties should put in all efforts to reconcile the differences in the event of disagreement. Only in the failure of reconciliation one must engage an arbitrator. Arbitration is a form of alternative dispute resolution where the parties have agreed not to take their dispute to court; instead, they agree to resolve the dispute by hiring an arbitrator. The inclusion of the arbitration clause requires that the parties resolve their disputes through an arbitration process.

The sample clause may be as follows

A. All disputes arising out of this Contract/Agreement shall be referred to arbitration by the sole/ multiple Arbitrator to be appointed by both the parties mutually in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in (Place). The arbitration proceedings shall be conducted in the English language. The decision of the Arbitrator shall be final and binding. Any award of the tribunal shall include the reasons for such awards. Each party shall bear its own cost and expenses of arbitration

3.12.3.11. JURISDICTION

The inclusion of this clause ensures that in case of disputes, the parties have already agreed that their dispute will be resolved only by the court of a specified jurisdiction.

The sample clause is as follows

A. The Courts in (place) alone shall have exclusive jurisdiction to entertain, try and depose of all suits, applications and petitions arising out of Agreement in accordance with laws applicable in India.

3.12.3.12. TERMINATION OF SERVICES

Termination clauses are also very important in contracts. They are just what they sound like – provisions that provide for certain conditions under which the contract can be terminated. There are two types of termination provisions – termination for convenience and termination for cause.

A. Termination for Convenience:
The termination for convenience provision states that the contract can be terminated at any time, for any reason – no cause is necessary. Most courts have uniformly held that these provisions are valid and enforceable.

B. Termination for Cause:
The termination for cause provision states that the contract can only be terminated for certain reasons. It is very important to be as specific as possible about what causes are covered by this type of provision because they tend to be very narrowly interpreted by courts since courts typically do not like to let parties escape their contractual obligations.

C. Termination by the Architect:
If the Client fails to issue a payment for a period of xx days through no fault of the Architect, the Architect may, upon fourteen days' written notice to the Client, terminate the Contract, provided, however, that Client shall first have an opportunity to remit such payment within the fourteen-day period following written notice.

D. Termination by the Client:
If the Architect defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Client may, after fourteen days' written notice to the Architect and without prejudice to any other remedy, the Client, may terminate Architect work under the Contract.

The sample termination clause is as follows

i. If the Architect or the Client is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.

ii. The Client may terminate this contract by notice in writing sent to the Architect. Upon receipt of such notice in writing, the Architect shall perform no further Services, and the Client shall take measures to mitigate costs incurred by the Architect as a result of the termination.

iii. If the Client is in default in the performance of any of the Client's obligations under this contract, including but not limited to failure to make payments to the Architect when due, the Architect may suspend performance of the Services or terminate this contract by notice in writing sent to the Client. The Architect shall not be liable for any delay or damages the Client may suffer as a result of such suspension or termination. The Architect's right to such suspension or termination shall be in addition to and not in substitution for any other rights the Architect may have under this contract or by law.

iv. If the Client terminates this contract through no fault of the Architect, any curtailment of the professional services beyond the Schematic Design stage shall make it obligatory for the client to pay at least 20% of the fee for the remaining Stage(s) of the curtailed work/ Services

v. On termination, the Architect shall handover to the Client all data and documents, drawings, designs, models and calculations and conclusions reached with respect to the Project, in both computer and printed formats, as are created, prepared, compiled or otherwise available with the Architect in respect of the Project.

vi. In case of termination by either party, the Client can engage another Architect to complete the work after duly paying the previous Architect and upon obtaining a No Objection Certificate from the previous Architect.

3.12.3.13. SUSPENSION

A contract suspension is the temporary cessation of performance. It differs from termination, which is a permanent cessation of performance. The clause should adequately deal with the immediate part; also, consequences of a suspension order, and how long a contract can be suspended before termination may occur. Consideration should also be given to what happens when works are to resume following suspension.

The sample clause is as follows

A. The Client may suspend the work but not terminate the contract by giving written notice, a minimum of (xx) calendar days prior to the date of suspension. The (xx) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within (xx) calendar days of receipt of written notice from the Client to resume the work. The (xx) day notice may be waived if approved in writing by both parties. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Architect may terminate this contract upon providing notice in writing to the Client.

B. If the Client suspends the work due to no fault of the Architect, on resumption of work, the Contract Period will be pro-rata extended, and the Architect shall be entitled to be paid for all the services performed and the reimbursable expenses incurred till the date of suspension plus any additional fee that the Architect may be entitled to. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Architect may terminate this contract upon providing notice in writing to the Client.

C. If the Client has suspended the work due to the Architects failure to perform any of its obligations under this agreement. In this case, the Client will suspend all payments to the Architect provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Architect to remedy such failure, if capable of being remedied, within a period not exceeding (xx) days after receipt by the Architect of such notice of suspension.

3.12.3.14. TERMINATION OF CONTRACT/AGREEMENT BY MUTUAL CONSENT

If at any time after the commencement of the work, both the parties, the Client and the Architect, mutually decide to not proceed further in the project with the services of the Architect for mutually agreed on reasons and part ways amicably, the Contract/Agreement can be waived. During the closure, all Contractual obligations mentioned in the Contract/Agreement need to be reviewed properly and adhered to by both parties.

3.12.3.15. FORCE MAJEURE

There are instances when a contract can be terminated due to force majeure, which literally translates to “greater force." These have been deemed to be “acts of God," legal acts or acts of another party that make contract performance impossible (not just difficult – an important distinction). Most of these provisions also include acts of war, labour strikes and/or work stoppages.

The sample clause is as follows:

A. Neither party shall be considered in default in the performance of its obligations hereunder by any cause which is not attributable to the fault or negligence, which is both not foreseeable and beyond the

reasonable control, of such party and which materially, directly and adversely affects the performance of obligations of either Party (specifically excluding (i) causes that can be controlled by the reasonable expenditure of money in accordance with usual business practices, and (ii) general economic or market conditions) (Hereinafter called "Force Majeure").'Force Majeure' includes, but is not limited to, any of the following incidents, namely: fire, flood, earthquakes, storms, typhoons, explosions, the action of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes or storage, inability to obtain or shortage of material equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the governments or military authorities in any states or by other causes beyond its control of the party claiming Force Majeure.

B. Force Majeure shall not include financial distress of either party or the inadequate or delayed performance by either party unless such circumstance has itself been caused by a Force Majeure incident. The burden of proving the existence and extent of a Force Majeure event shall rest with the Party claiming its performance to be so affected.

C. Each Party shall, at all times, use all reasonable efforts to minimize the delay in the performance of this Agreement as a result of Force Majeure.

D. In case the Force Majeure conditions continue for a period of more than xx days, and in the opinion of the Client, the obligations under this Agreement are incapable of being performed on either side, the Client shall, at its sole discretion, have the right to terminate this Agreement.

3.12.3.16. EXTENSION OF TIME FOR COMPLETION

The purpose of an extension to the time clause in the contract is to preserve liquidated damages and prevent the contract from being misused. The main beneficiary of the extension of time clause is the client. This has the effect of substituting for the time fixed by the contract with a new time from which the liquidated damages are to run. Such a new date can only be substituted for the original time, under such a power, where the extension is normally given under the circumstances and on the happening of the events expressly provided by the contract.

The sample clause is as follows:

A. The Architect shall be entitled to submit a written request for extension of time, in case of any extra or additional Services, that is not mentioned in the Scope of Services or any delay on account of 'Force Majeure' as fined, or delay due to any other special circumstances other than due to the default of the Architect. The client shall grant such an extension of time.

3.12.3.17. LIQUIDATED DAMAGES

In most of the cases, the parties agree to liquidated damages, wherein cases where calculation of the actual damages suffered by the non-breaching party is difficult or time-consuming. Thus, the contracting parties agree to an amount deemed reasonable and a good estimate of such damages by them. Liquidated damages ("LD") clauses are a common measure for the Client to mitigate against delays caused by the Architect.

The sample clause is as follows:

A. Liquidated Damages for error/variation
In case any error or variation is detected in the reports submitted by the Architect and such error or variation is the result of negligence or lack of due diligence on the part of the Architect, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Architect by way of deemed liquidated damages, subject up to a maximum of (x)% of the Agreement Value.

B. Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to (x) % of the Agreement Value per week, subject to a maximum of (x) % of the Agreement Value/fees paid till date, will be imposed. However, in case of delay due to reasons beyond the control of the Architect, a suitable extension of time shall be granted without any escalation or damages. Any such total aggregate liability will be limited maximum up to fees paid to the Architect to date.

3.12.3.18. INDEMNIFICATION

The purpose of inserting the indemnity clause in a contract is to shift or allocate the risk or cost from one party to another. To indemnify someone is to absorb the losses caused to that party. The real significance of an indemnity clause is to protect the indemnified party against third-party lawsuits. Indemnities, simply put, is a promise to pay money on the happening of a specified event. Indemnities are given by the party responsible for a loss or in a position to prevent it to the party who will suffer the loss if it occurs.

The clause states:

A. The Architect shall indemnify and keep indemnified and hold harmless the Client for any and all losses, demands or claims that may be suffered by the Client on account of the following:
   i. The Services, or any defect, deficiency or inadequacy in the Services provided by the Architect to the Client.
   ii. Breach by Architect of any representation, warranty, covenant, or performance obligations under this Agreement.
   iii. Any claim or demand made by any person or entity working for or under the Architect.
   iv. Any claim arising from the failure of the Architect to comply with any statutory regulations governing the Services required to be provided by the Architect.

Architects must be acutely aware of the contractual liability exclusion in their professional liability policies, which will provide no coverage for indemnification obligations that otherwise would not be imposed by prevailing law. When the Architect is presented with such a clause and is proposing modifications, the language proposed should limit the indemnity obligation to damages caused only by their negligence and clearly make it applicable only to third-party claims. The first step in the prevention of these uninsurable risks is a keen awareness of the issues.

The Architect must negotiate to amend the contract language firmly with the Client with a good understanding of the issues, for which the Client may respond favourably. If the Client's attorney is unwilling to make language changes after a presentation of the issues, then the Architect could consider walking away from the project if the additional risk is too great to accept.

In the event that a claim or suit is brought against the Architect by any third party for damages arising from personal injury or property damage caused wholly by the Client, or anyone employed by the Client, or anyone for whose acts the Client may be held responsible, then the Client shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Architect may incur in connection.

3.12.3.19. PROFESSIONAL LIABILITY INSURANCE

Such insurance indemnifies a professional or a business against financial losses arising during the business from legal claims made by clients against the professional or the business on the grounds of negligence, malpractice, misrepresentation etc. The professional liability insurance policy helps with common claims like negligence, misrepresentation, and inaccurate advice. It will also help cover violations of good faith and fair dealing. If a client sues the Architect, this policy may help pay the legal expenses. Professional liability insurance commonly covers negligence, copyright infringement, personal injury, and more. This can include damages caused by things the Architect did and/or things that the Architect should have done.

The clause states:

A. The Architect agrees to provide a Professional Liability Insurance (PLI) for a sum equivalent to 1 (One) time the value of this Agreement to indemnify the Client for any deficiencies/ inadequacies in the services rendered by the Architect for a period of xx Months from the effective date of this Agreement or as per applicable law whichever is longer.

i. Unless the Client arranges and pays for project-specific professional liability insurance, the Architect shall carry professional liability insurance under a policy that has limits not less than Contract/Agreement value.

ii. The Architect shall carry general liability insurance under a policy with limits not less than XXXX, from the date of commencement of the Services until one year after the virtual or official completion date of the project.

iii. The Architect shall require all associate consultants engaged by the Architect to carry insurance.

iv. Upon request, insurance policies of the Architect and of the Consultants engaged by the Architect shall be available for the Client's inspection

Refer to Exhibit 2 for an elaborated explanation on Professional Liability Insurance.

3.12.3.20. LIMITATION OF LIABILITIES

A. The Architect shall be liable for all claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual/employee assigned by the Architect for the performance of the Services under this Agreement and/or for any loss and/or damage caused to the property of the Client.

B. The liability of the Architect and the Client with respect to any claims against each other in the Agreement shall be limited to direct damages only, and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party. Any such total aggregate liability will be maximumly limited to the extent of fees paid to the Architect to date.

3.12.3.21. MISCELLANEOUS

Those are the portions of the contract where all the random, seemingly uninteresting provisions are found. Often those provisions include things like conflict of interest, relationship, severability, no waiver, etc. They can also include substantive issues, such as limitations of warranty and liquidated damages clauses. These clauses are often overlooked and include boilerplate language that many parties do not even read before signing.

A. Statutory Obligation:
Through this clause, the Architect confirms that his design will comply with code requirements and will keep the Client informed with all necessary documentation and process to obtain various permissions and approvals required.

The Architect agrees that he will comply with all the laws/regulations and statutory compliance in conformity with the Agreement.

B. Conflict of Interest:
This clause is usually inserted by the client to protect his business and help ensure that the Architect has the client's best interest at heart.

The sample clause is as follows:
The Architect represents that there is no business, professional, personal or other interest, including but not limited to the representation of other clients that would conflict in any manner with the performance of his obligation under this agreement.

C. Relationship:
The purpose of a relationship of parties' boilerplate clause is to seek to clarify the type of relationship that the parties intend to create under the contract. The purpose is to avoid any inference that the parties intend to create a special relationship (like a partnership, trust, fiduciary relationship, agency etc.).

The sample clause is as follows:
The Architect shall at all times act as and be deemed to be an independent Architect for all purposes of this Agreement, and this Agreement does not confer and shall not be construed to create any principal-agent or employer-employee relationship between the Parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party (or any of its Affiliates) in any manner. The Architect shall not perform any act nor make any representation to any third party to the effect that the Architect or any of its agents, representatives, or employees are the agents of the Client.

D. Severability:
A severability clause in a contract allows certain parts to remain in effect even if others are illegal or unenforceable.

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

E. No Wavier:
A no waiver clause in contracts will make sure that neither party involved in the agreement waives their right to bring suit if the other breaches contract.

The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

F. **Modification:**
The modification of the agreement clause in a contract states that the agreement may only be modified in writing. As important as it is to have the Contract/Agreement in writing, it is equally important to require any modifications — additions, deletions, or changes in wording — to be in writing.

No modification or amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorized representatives of both parties.

G. **Notices:**
The notices provision will govern how these written consents can be properly conveyed. Clearly, it is in the best interests of both parties to avoid any confusion when it comes to either amending or assigning the contract, both of which are significant matters.

All consents, notices, demands or other communication required to be given or made hereunder shall be in the English language, in writing and delivered personally or sent by regular email or by prepaid registered post-A/D addressed to the intended recipient thereof at its address as mentioned in the title of this Agreement or to such address as any Party may, from time to time, notify to the other Parties.

H. **Survival:**
Survival clauses are necessary if the disclosing party wishes to have something persist after the contract's termination. These clauses are important to consider because they may cause certain rights or liabilities to continue even after the end of the contract.

The sample clause is as follows:
Survival of the parties' obligation under the section of confidentiality obligation, non-compete obligation and effect of termination shall survive the expiry or termination of this agreement.

I. **Non-Solicitation:**
Non-solicitation clauses are restrictive covenants in contracts. The parties assert that such restrictions are necessary to protect their proprietary rights and their confidential information. In today's business situation of great rivalry and quick switching employees, numerous employers' resort to restrictive covenants to ensure themselves against the competition. A non-solicitation clause is meant to put a restriction on an employee of a company to prevent him from soliciting the employees of a company during and post-termination of employment.

Neither Party shall offer employment to any employee/s of the other Party during the term of this Agreement or during the period of xx years after the expiry of this Agreement, without the prior written consent of the other Party.

J. **Undertaking by The Architect:**
By executing this Agreement, the Architect declares that it has the legal capacity to execute this Agreement and that there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State of Central Government Department or other local bodies or authorities in any manner affecting the services required to be provided by the Architect.

K. **Protocol to Publish:**
For the mutual benefit and protection of the Client and the Architect, the Client authorizes the Architect to use the documents of the project judiciously and appropriately (drawings, photographs, videos etc.)

for the purpose of documentation and publication on various platforms such as awards, magazines, portfolio, website etc. The wealth of Architect is the portfolio through which they are recognised and can build their practice. Both parties shall inform and give due credit while publishing relevant contributions and ensure adequate conduct of business.

L. **Credits:**
The Client shall give professional credit to the Architect in Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

3.12.3.22. COMMUNICATION

This clause ensures that the parameters are in place to verify whether certain communications have been received by appropriate people, in the appropriate form, and at the correct time and place.

A. All communication between the Parties shall be channelised through their appointed representatives or their authorised nominees.

B. Coordination is the responsibility of the Architect, and the Client will not co-ordinate on its behalf but extend all cooperation to ensure smooth coordination for the Project. However, the Architect shall keep the Client informed and in the loop for all communications and correspondence.

C. All communications from the Architect shall be done through a single project manager appointed by the Architect for the Project. The Client shall similarly appoint a project in charge who will be a one-point contact to the Architect.

D. Normally, all communication should be in electronic format as far as possible, except in the case of drawings. The flow of Approved for Construction (AFC) or Good for Construction (GFC) drawings (hereinafter referred to as GFC drawings) is elaborated in EXHIBIT x Flow of GFC Drawings

3.12.3.23. COMPLIANCE WITH LAW

The compliance with laws provision serves to shift responsibility onto the Architect. It provides evidence as to intention if the court needs to apportion the cost of compliance and gives the Client a direct right of action if the Architect fails to comply.

A. The Architect shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority having or asserting jurisdiction over the subject matter hereof, which shall be limited to the employees under the payroll of the Architect.

B. The Architect shall at all-time keep all its workmen and staff working at the site insured against all possible risks. The Architect, while executing the Scope of Work, shall comply with all the terms and conditions of the Site Safety Policy and Site Safety Manual of the Client. In the event of failure of the Architect to comply with the site's health & safety requirements, the Architect shall be solely responsible for any incident or mishap that may occur on the project site. The Architect has agreed that it will not take any action that would be illegal or in violation of these applicable laws, rules, ordinances, regulations, executive orders and/or policies.

3.12.3.24. CLIENT'S PROPERTIES

In case the client supplies or pays for any supplies, then this clause provides for the underlying statement of fact by the parties and defines the owner of the property/ supplies in question. Anything supplied by or paid for by the Client for the use of the Architect shall be the property of the Client and, where practicable, shall be so marked.

3.12.3.25. RIGHTS AND LIABILITIES OF PARTIES

A. **Rights**
This clause specifies that the agreement covers all rights and obligations of the parties and supersedes all other agreements, whether written or oral, between the parties. Such a clause helps to avoid negotiations earlier made which were not finalised later.

B. **Limitations of liabilities of parties**
Clauses that do not affect the obligation to perform but which limit the remedies available for a breach of contract. These may be called limitation clauses. It's important to include clauses that limit both parties' liabilities. A limitation of liability clause serves to limit the amount and types of compensation one party can recover from the other party. It caps the liability incurred by one party and reduces the risk of a claim by the other party.

C. **The sample clause is as follows:**
Each party hereby expressly agrees and acknowledges that each party shall not be liable to the other party for any kind of indirect, consequential, punitive, and special damages that occurred due to the third party.

3.12.3.26. STANDARD OF CARE

A standard of care provision in a client contract is a dangerous point in that it has the potential to create increased and uninsured liability exposure.

The sample clause is as follows:

A. In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

3.12.3.27. PREVENTION OF CORRUPTION

The objective of using such clauses is to protect against corrupt behaviour of parties and ensuing risks of administrative fines and damage claims, as well as impending image loss. Many such clauses are in breach of statutory rules on general terms and conditions or other requirements of law. Nevertheless, the use of moderately structured (and valid) anti-corruption clauses can reduce legal risks considerably.

The sample clause is as follows:

A. Both parties must at all times comply with all applicable laws relating to anti-bribery, anti-corruption, and improper payments, including but not limited to the Criminal Code act. Both the parties certify that to the best of their respective knowledge, none of its employees, representatives, or agents has made, donation or offered to make or agreed to make any loan, gift or other payment, directly or indirectly, whether in cash or in-kind, to or for the personal benefit of the employees of the other party, or its affiliates or any other person or third party by whatsoever name called to obtain this Agreement or in connection with execution or performance of this Agreement/Services.

3.12.4. COMPREHENSIVE SCOPE OF WORKS AND DELIVERABLES

Once the scope of services has been defined and agreed to, it is prudent to memorialise it in the form of a written agreement. It should include each stage outlining and defining the services and their deliverables required. Both parties should execute the agreement/contract only after a thorough understanding of those services.

The scope of services is important in defining expectations of the Architectural Services. These requirements should be detailed in direct relation to the project size and complexity. It should set out project deliverables, Architect's and associate consultants' roles and responsibilities.

Refer to volume 1 section 1.7 for a brief explanation of each scope and refer to various contract templates given in the exhibit's section for understanding the application of scope works and deliverables stage-wise in a Contract/Agreement.

3.12.4.1. PRE-DESIGN SURVEY

Initial discussions of Architect with the Client to understand and ascertain the Client's a requirement/ program. Initial visit by Architect to get to know and understand the site and environment. Assist the Client in obtaining a geotechnical survey etc. Assist the Client in establishing the design brief based on on-site investigation and geotechnical survey. The Architect will study and appraise the Client with local building regulations and code requirements to be adhered to. This also includes a brief requirement for Structure, MEP and ICT/AV.

3.12.4.2. SYNOPSIS

To understand the general intent and client's vision of the project. The Architect shall prepare a presentation incorporating its essence and design elements. Establish pre-design research on regulatory requirements and a responsibility matrix for all stakeholders.

Refer to exhibit 4 for volume 3 for the sample responsibility matrix.

3.12.4.3. DESIGN BRIEF REPORT

Collate and agree with the Client's changes/recommendations to the initial Project Brief and issue the final Project Brief Program with drawings and sketches. This will include prerequisites, parameters, assumptions based on which the design is prepared with codes, standards and statutory compliances. Such DBRs Architecture, Structure and MEPF shall be updated and amended based on project progress. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.4. CONCEPT DESIGN

With the comprehension of the Client's requirements/program and understanding of the site based on study and survey details, Prepare the site plan and conceptual floor plans with some sketches. Prepare area statement for gross building, floor areas, common areas Coordinate with other consultants as required for preliminary requirements of other disciplines such Structure, MEP, Façade, Landscape etc. Understand statutory requirements for design compliance of applicable statutory codes. Provide confirmation on the FSI consumption. Prepare a broad cost estimate of the project. Discuss this plan with the client and get his inputs, including changes if any preferred. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.5. SCHEMATIC DESIGN

Upon completion of the Master Layout & Conceptual Design, the Architect will develop the Architectural expression and character for the projects exterior areas and public interior areas. Prepare outline specifications to determine preferred materials, quality, and construction method. Ensure that the design complies with regulatory requirements. Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals, if required. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.6. STATUTORY APPROVALS

Prepare drawings with respect to Development Control Rules and ensure compliance with codes, standards, and legislation, as applicable and assist Client in obtaining the statutory approvals. Assist Client in documentation, preparation of the application, filing with authorities for obtaining the necessary permissions, NOCs from various concerned departments of Local Statutory Authorities with respect to the proposed development. Advise Client for appointment of specialized liasoning consultants such as licensed plumber etc., for obtaining the permissions, sanctions, and NOCs from various allied Local Statutory departments.

3.12.4.7. DESIGN DEVELOPMENT

Consequent to submission of drawings for statutory approval/obtaining approval, a schedule for preparation of all drawings and documents for execution of the project shall be made along with the client/client's construction manager. Preliminary cost estimates prepared based on CPWD-PWD plinth area rates with the Client and make necessary adjustments to the design development required to confirm with the preliminary budget of Construction Cost.

Preliminary working drawings shall be initiated incorporating any modifications required by authorities or suggested by the client. In discussion with the structural designer, the structural concept shall be evolved, structural members sizes and placement shall be decided and incorporated in the Preliminary working drawings and issued to structural designer for preparation of detailed structural design and drawings as well as providing inputs for an estimate. In discussion with services consultants (mechanical, electrical and plumbing and fire safety consultants – MEPF), necessary space requirements shall be decided and incorporated in preliminary working drawings and issued to MEPF designers for designing services and providing drawings as well as inputs for an estimate.

Depending on the need, other specialist consultants such as HVAC, acoustics, lighting, façade etc., and discussion shall be initiated and based on inputs; necessary modification/ incorporation shall be done in preliminary working drawings. Support Client in the value engineering exercise from a design perspective and incorporate any modifications suggested by the Client and Authorities and re-issue documents for the Client's approval. Value Engineering Exercise shall be carried out in consultation with Client and associate consultants as required.

If Green Rating certification is envisaged, the Architect to provide the relevant details to the Green/ sustainability consultant for necessary documentation as per IGBC/GBC/GRIHA/LEED or other Rating System requirements. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any).

3.12.4.8. CONSTRUCTION DOCUMENT

Prepare Architectural Construction Drawings, which are Good For Construction drawings (GFCs), along with all necessary details and specifications. These drawings are required to be coordinated with all disciplines (such as Structure, MEP engineering, façade, lighting, landscape etc.) The construction documents will also include GFCs for Structural and MEPF, along with all necessary details and specifications. Attend to construction issues relevant to the design during the construction stage. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.9. DETAILED PROJECT REPORT

Prepare a detailed report in respect to the developed design, statutory requirements and the construction cost, which includes an executive summary, checklists, drawings, and project specifications for the Client's approval. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.10. TENDER

Prepare fully coordinated & tender documents which include (GFA) drawings, specifications and schedule of quantities sufficient to prepare an estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures

on materials & works and other conditions of contract enabling pricing appropriate to the selected procurement method. The tender documents should be based on the approved schematic and design development documents, value engineering process and further adjustments authorized by the Client to the scope or quality of the project or in the approved construction budget. Direct associate consultant's work (Structure and MEPF) and coordinate their work incorporating adjustments to Architectural parameters and include their work into the overall Architectural construction documentation package. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

If required for a large scale project of a complex nature, the Client may appoint an independent specialized cost and Contract/Agreement management consultant to prepare estimates, budget reports, Variation orders, tender review and preparation, assist in bill certification of the Contractor, etc.

3.12.4.11. ASSISTANCE FOR TENDER PROCESS

The architect will provide guidance/assistance to Project Construction Manager and Client for identifying and establishing shortlisting criteria for the Contractor, General Contractor, Sub Contractors and Vendors. The architect will also provide techno-commercial analysis and other guidance if required for awarding of Contract and attend pre-bid meetings to resolve any technical queries. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.12. CONSTRUCTION ADMINISTRATION (RFI, SHOP DRAWING REVIEW, SITE SUPERVISION, SITE INSPECTION REPORT, ASSISTANCE FOR CERTIFICATION OF BILLS.)

Review and take appropriate action on contractor's submissions, including shop drawings, product data, samples, requests for Information (RFI's) and Requests for Clarification (RFC's) and coordinate RFI related to Architect's work and process the information to Contractor. Such action will be taken with reasonable promptness but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract/Agreement Documents.

Attending meetings scheduled at the sites periodically or as required by the Client. Inspect the site to check that the works are carried out in accordance with Approved Plans. Ensure that the work is being executed in accordance with the Architects' design and specifications and of the desired quality. Keep the Client informed of the quality of the work and endeavour to guard the Client against defects and deficiencies in work. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.4.13. CLOSEOUT STAGE

A. **Project Completion and As-built**
Assist the Client with the required drawings and data for the Local Liaison Architect to apply and obtain relevant No objection Certificates or Final Certificates or Building Completion Certification from Regional Municipal Corporation and Department of Fire Services etc., or relevant authority authorised to grant such approvals subject to, No deviations to the completed structures from the approved and sanctioned building plans and compliance with the National Building code of India 2005/2016. The Architect will review as-built drawings prepared by the vendors to ascertain that they are in accordance with the GFC documents. Based on the as-built drawings and documents submitted by the contractor, the Architectural set of record drawings will be submitted by Architect. Client to sign off on Architect's deliverables of this stage with a date (with comments, if any)

B. **Handover and Project Closure**
Inspect the remedial works following receipt of notice from the contractor that the resolution of defective work is complete. Certify when the defective works have been rectified. Assist the Client and the contractor in agreeing on the final account and issuing the final certification. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

C. **Post Project Completion Duties**
Architect shall provide guidelines for Commissioning Services, Post-occupancy Studies, Maintenance and Operational Programming Building Maintenance Manuals, Post-occupancy Evaluation. Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

3.12.5. PROFESSIONAL FEES

In consideration of the professional services rendered by the Architect, they shall be paid professional fees and other charges in accordance with the Scale of Charges.

Refer to Volume 4 – guidelines for fees which includes the stipulated fees.

Any tax levied by law, such as GST, Service tax, etc., contingent to professional services rendered by the Architect, shall be payable by the Client, over and above the gross fees charged by the Architect in relation to the services provided.

Professional fees include the Basic fee, per diem charges, reimbursable expenses, and payment schedule.

The fee payable to the Architect is computed on the actual cost of works on completion. The payment due to the Architect at different stages is computed based on Estimated Project Cost, Accepted Tender Cost and Actual Cost of Construction. The fee will be subject to retroactive adjustments at the end of the project based on the Actual Cost of Construction.

A. Basic Fees - Determining calculation of Basic Fees, e.g., a specified percentage applied to the Construction Cost, a fixed lump sum, person-hour charge, design cost on area basis or any other agreed method.

B. Per diem charges- Per diem rate for attending outstation site periodic meetings or for discussion with Client is chargeable for the day of meetings

C. Person-hour rates – In case of Additional work, the additional fees will be computed on additional Person-Hour spent. The Person-Hour charges will be as per the Person-Hour chart.

D. Reimbursable expenses – setting out the arrangement for charges

E. Payment Schedule (stage-wise payments) – The milestone-based percentage break up of fees

3.13
NECESSITY FOR A WRITTEN CONTRACT / AGREEMENT

3.14
ARCHITECTS' RISKS

3.15
CERTIFICATION

3.16
REGISTRATION OF THE CONTRACT / AGREEMENT WITH COA

3.13. NECESSITY FOR A WRITTEN CONTRACT/ AGREEMENT

The Indian Contract Act 1872, section 2(e), defines an agreement as "every promise and every set of promises, forming the consideration for each other is an agreement."

A promise is essentially an offer or a proposal made by a person or an entity towards another—the assent of the other results in the acceptance of the offer, thereby creating an agreement.

A valid agreement is said to have the essentials of a valid contract, them being:

A. **Proposal**

B. **Acceptance**

C. **Lawful Object**

D. **Lawful Consideration**

E. **Capacity to Contract**

COA recommends making the Contract/Agreement written and get it notarized on a stamp paper as per the Indian Stamp Act, 1899 deals with stamping of Contract/Agreements in India. Stamping of Contracts/ Agreements and documents is recommended as it ensures legality and validity and admissibility in court since such Contracts/Agreements can be registered under the Indian Registration Act, 1908, which in turn ensures its enforceability.

The Indian Registration Act provides for the registration of documents, thereby recording the contents of the document. Registration is required to conserve evidence and title.

3.13.1. THE ARCHITECT'S SEAL

An important symbol and tool of the Architectural profession is the Architect's seal. An Architect's seal is a professional seal and not a business seal. It ensures the Client and statutory authorities that they may rely on documents attested with Architect's seal for its genuineness authenticity. The seal can only be used by individuals who are entitled to use the tile 'Architect' as defined in the Architect's Act of 1972.



Embossed Red Seal
for Valuation Certificate etc.



Stamping Seal
for GFC Drawings, Permit drawings, Consultancy Contract/Agreement, Payment certification etc.
Note: In the centre of the stamping seal, it is recommended to add COA registration number.

Figures: Samples of Architect's seals

3.14. ARCHITECTS' RISKS

Architects should carefully consider the terms of their appointment to avoid putting their practices at grave financial risks and to avoid situations that could potentially put them in the situation where they are unable to perform their professional duties and fulfil their obligations as Architects.

The risk profile of any design project is dependent on the size, type, location, contractual arrangements, economic circumstances, and other myriad factors. Clients understandably seek to minimise risks to their projects and operations, just as architects seek to minimize risk in their designs and their businesses. Risk must be shared but should be proportionate to the services delivered.

3.15. CERTIFICATION

Architects are often directed to certify the quality or completeness of their design. Of the several certifications for a project, some are mandatorily required by local statutory authorities, and some are desired for project recognition.

Various governing bodies such as RERA, local development regulation authorities require certifications stating that drawings are prepared as per relevant codes mentioning the details and area calculations. The Architect also is required to certify completion of works at various stages of construction as required by the local land development and allied statutory authorities. Drafts of all such certificates are shared and mutually agreed upon. An Architect should only certify “in my professional opinion” or “to the best of my knowledge, information, and belief.” The Contract/Agreement should give the Architect the ability to review and reasonably limit certifications before signing them. It is not advisable to certify perfect performance.

The Architect may encourage the Client to go for various certifications that tout the ESG (environmental, social, governance) performance and benefits of the project, such as green building certification,
wellness etc.

3.16. REGISTRATION OF THE CONTRACT/ AGREEMENT WITH C.O.A

Council of Architecture intends to provide a portal whereby various types of draft Contracts/Agreements are shared that can be used by the Client and the Architect to standardize the Contract/Agreements procedure and format. COA intends to provide conformity and advice in case of dispute Contract/ Agreements.

3.17 EXHIBITS

3.17. EXHIBITS

3.17.1. EXHIBIT 1 – DIFFERENCE BETWEEN CONTRACT AND AGREEMENT

A contract is a legal agreement between two more entities, enforcing an obligation to do something or to refrain from doing certain things. However, all legal agreements are not contracts.

3.17.1.1. CONTRACT

A contract is a legally binding agreement between two or more entities, but a legal agreement is not always a contract. Any agreement is legally binding and becomes a contract when three conditions are met.

The conditions are Offer and Acceptance, intention to create legal relation and consideration. If any one of these conditions is not met, then the contract is not legally binding, and it cannot be enforced on the other party.

A contract comprises terms and representations. Terms are contextual statements that become binding, whereas representations are statements that might induce a contract but are not the terms of a contract.

A contract may be terminated in four ways:

A **Through performance**

B **Breach of contract**

C. **Frustration**

D. **Through another contract.**

Mostly where a contract is terminated by performance, the performance is 100%. Complete. If a serious term of a contract is breached, then the affected party can terminate the contract. When the conditions are such that the contract becomes impossible to perform, then the contract is terminated due to frustration. Parties of the contract may enter another contract with mutual consent and can terminate the previous contract.

3.17.1.2. AGREEMENT

Agreement refers to the meeting of minds at a certain point. An Agreement may be on business matters, commercial matters, or domestic matters.

If an agreement is not legally binding, it cannot be enforced by law. Agreements where consent is not genuine, are called voidable agreements. An agreement becomes a contract when it is made legally binding and on meeting the three conditions.

When the parties enter into an agreement, they define the terms and conditions of the agreement themselves, whereas, in some specific contracts, terms and conditions are implemented by law.

3.17.1.3. MAIN DIFFERENCES

The basic difference between contract and agreement is that the remedies for breach of contract and breach of an agreement are different.
A contract becomes enforceable once three conditions of a legally binding agreement are met, while agreement can be worked upon when two minds meet at a certain point.

The contract starts when there is an offer and acceptance, whereas it is not necessary for an agreement to be started from offer and acceptance.

Contracts come into existence through agreement. An agreement, if not legally binding, cannot be enforced by law.

Contracts and agreements can be of various types. There are certain presumptions of intention to create legal relations in a contract.

Basis for comparison	Agreement	Contract
Meaning	When a proposal is accepted by the person to whom it is made, with requisite consideration, it is an agreement.	When an agreement is enforceable by law, it becomes a contract.
Elements	Offer and Acceptance	Agreement and Enforceability
Defined in	Section 3.17.1.b	Section 3.17.1.a
In writing	Not necessarily	Normally written and registered
Legal obligation	It does not create a legal obligation	Creates legal obligation
One in other	Every agreement need not be a contract.	All contracts are an agreement
Scope	Wide	Narrow

3.17.2 EXHIBIT 2 – PROFESSIONAL LIABILITY INSURANCE

3.17.2.1. WHAT IS PROFESSIONAL LIABILITY?

Professionals are required to discharge their obligations and commitments diligently and befitting with quality and standards of services. The laws of the land mandate that the professionals should provide services to the consumers in a required manner exercising duty of care, and while doing so, they should not commit any negligent act. In order to protect the interest of consumers against the breach of duty, the deficient services have been defined by the statute, and legal actions have been initiated on the erring professionals. The services rendered by architects have also been covered by the relevant laws of the country.

It has been often asked by Architects why the legal action was taken against architects whenever buildings or any other built form collapses of which they are the architects are taken without an inquiry into the faults and circumstances leading to the collapse. The suo moto action against architects has brought disrepute, embarrassment, and mental agony to them at a time when they are unconnected with reasons responsible for the collapse of a building.

The professional liability of architects is for the buildings which have been designed, and the building's construction and completion are supervised by them and thereafter, remain under the control and management of owners/ occupants, and not under the superintendence of an architect who was originally engaged for the design and supervision of construction. The longevity and stability of the building are dependent upon the observance of safety and maintenance norms.

Professional indemnity insurance for architects is liability insurance that covers the architectural firm and its employees against claims arising from negligent acts and errors and omissions in the performance of architectural services.

3.17.2.2. WHO ARE THE INSURERS?

In India, a professional liability insurance policy can be availed by professionals such as lawyers, doctors, architects, chartered accountants, etc. and by professional organisations and bodies such as hospitals, law firms, BPOs and so on. An architect availing insurance may speak to various Insurance providers in India. The scope of the cover varies depending on the insurance provider. There are some who offer project-specific insurance. Project-specific insurance usually provides coverage for a pre-selected number of years for the design and construction phase and the discovery period after the construction phase is complete.

There is a recurring premium to be paid to maintain the insurance. There are various factors that determine the premium amount under this insurance. It includes limits or a deductible the Architect choose, their firm size, size of the project and claim history.

General Exclusions in the insurance are:

A. **Criminal acts & fraud**

B. **Non-traditional practices**

C. **Willful negligence**

D. **Terrorism**

3.17.2.3. WHEN TO BUY PROFESSIONAL LIABILITY INSURANCE?

The decision to purchase Architect Professional Liability Insurance is indeed a breaking point moment for most Architects and young companies. It also means that the company has grabbed a project on a large scale or a significant budget, or the client has approached the firm with concerns about a particular project. Or it simply means that the architect or architect firm is getting serious about its business and future.

The right time to buy Architect Professional Liability Insurance is before the Architect starts working on any project. In case the Architect has already initiated the project, the Architect Professional Liability Insurance Company will not cover previous claims.

3.17.3. EXHIBIT 3 – LETTER OF APPOINTMENT

Ref:
Date:

From:
To:

Subject: Appointment of Architect for Comprehensive Architectural services/ Urban Design/ Landscape Architecture/ Interior Architecture of Project.....
.....

We refer to your offer dated dd/mm/yy and subsequent final negotiations on dd/mm/yy with respect to Appointment of Architect for our upcoming project.....located at .....

We are pleased to inform you that your final offer upon negotiations is hereby accepted and that you are hereby awarded the Contract appointing as Architect for aforesaid projects on below commercials.

Sr. No	Project	Total Fees in ₹	Reference
1	.....	.....	Annexure I

You are required to perform the work, as per the brief Scope of Services attached in Annexure-I, and Terms & conditions within the stipulated time period as mentioned in Annexure-II from the date of Letter of Award.

You undertake to execute the detailed Contract/Agreement within ..... weeks from the date of this letter of Appointment which shall replace and supersede the terms of this letter.

Thanking You,
Yours faithfully,

Client's signature

Client's name

We confirm and accept the above

Signature of Architect

Name of Architect

Council of Architecture's Registration No.

Date

Place

Seal of the Firm

ANNEXURE I – SCOPE OF WORKS

The Scope of Work Includes:
Architectural conceptualization, design and drawings from Preliminary stage to Good For Construction drawing stage to Final As-Built drawings which includes, Master Planning, 3D Renderings, Preliminary Budgetary Cost Estimate based on DSR plinth area basis/Fair Market Price, Detailed BOQ and Detailed Estimate based on prevailing rate or DSR/Fair Market Price, constant Coordination with other Consultants, Periodic Site Supervision and Attendance of Meetings at site or Client's office.

PROFESSIONAL FEES

Sr. No.	Description	Approx. area construction area (₹)	Rate on gross	Fees (₹)
	Building A			
	Building B			

ANNEXURE II

TERMS AND CONDITIONS

Sr. No.	Title	Description
1	Parties	
2	Type of Contract/Agreement	
3	Time Period for completion	
4	Contract/Agreement Value	
5	Payment Terms	

A. The Architect is entitled to suspend delivery of agreed tasks at any stage if the earlier stage is not "signed off" or in case of nonpayment of invoices in time.

B. The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (seven days) of the invoice date. Amounts due to the Architect shall be paid within 15 days from the date of invoice.

C. 30-day clear notice in writing is required by either of the parties to terminate the agreement, during the tendency of which the Architect's services shall be continued to be rendered. However, on termination of the agreement, the fees shall be paid to the extent of service rendered as per the stage of work/ payment.

D. In case of any dispute redressal sought, the Arbitration process shall be resorted to as per the provisions of the Arbitration and Conciliation Act 1996

PAYMENT TERMS

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Close-Out (on Pro-rata basis)**	**5%**	**100%**

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/ Project requirement.

In case of Additional work, the additional fees will be computed on additional person-hours spent—the person-hour charges as under.

Particulars	Person-hour rate in ₹
Principal Architect	
Studio Manager/Project Lead	
Project Coordinator	
Project Architect	
Draftsperson	

Per Diem Charges:
Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable for the day of meetings

Principal Architect: ₹...../ per day

Architects & Engineers: ₹...../ per day

3.17.4. EXHIBIT 4 – RESPONSIBILITY MATRIX

	Phase/Task	Architect	Client
A	**Concept Design Phase**		
1	Detail Design Program	S	P
2	Statutory Requirements	P	J
3	Zoning Analysis & Activity Distribution	P	I
4	Code Analysis NBC/IBC	P	I
5	Code Analysis (Mumbai DCR)	P	I
6	Massing Studies	P	I
7	Area Tabulation/FSI	P	A
8	Typical floor plans, sections, elevations	P	I
9	Conceptual Outline specification	P	I
10	Project Management/Schedule	V	P
11	Green building coordination	P	I
12	Coordination with sub-consultant	P	I
13	Clients Review - Approval	I	P
14	Concept Design Report	P	A
B	**Schematic Design Phase**		
1	Zoning Analysis & Activity Distribution	P	I
2	Code Analysis NBC/IBC	P	I
3	Code Analysis (Mumbai DCR)	P	I
4	Massing Studies	P	I
5	Area Tabulation/FSI	P	A
6	Typical floor plans, sections, elevations	P	I
7	General Arrangement Drawing	P	I
8	Generic outline specification	P	I
9	Green building coordination	P	I
10	Broad Cost Estimate	V	P
11	Budget	I	P
12	Project Management/Schedule	I	P
13	Value Engineering	P	A
14	Coordination with sub-consultant	P	I
15	Clients Review - Approval	I	P
16	Schematic Design Report	P	A

C	Statutory Phase		
1	MCGM Statutory Requirements	P	I
2	Allied Statutory Requirements	P	I
3	MOEF, HRC etc.	P	I

D	Detail Design Phase		
1	Code Analysis NBC/IBC	P	I
2	Code Analysis (Mumbai DCR)	P	I
3	Detail Massing	P	A
4	Area Tabulation/FSI	P	A
5	Detail floor plans, sections, elevations in CAD format	P	A
6	General Arrangement Drawing	P	A
7	Detail Outline specification	P	A
8	Green Building coordination	P	I
9	Detail Cost Estimate	V	P
10	Detail Budget	I	P
11	Detail Project Management/Schedule	I	P
12	Value Engineering	P	A
13	Coordination with sub-consultant	P	I
14	Clients Review - Approval	I	P
15	Detail Design Report	P	A

E	Construction Documentation		
1	GFC Drawings	P	A
2	Cost/Budget Control	I	P
3	Project Scheduling	I	P
4	Coordination with sub-consultant	P	I
5	Clients Review - Approval	I	P
6	Construction Documentation Report	P	A

F	Tender		
1	Preparation of Tender Drawings	P	A
2	Detail Specification	P	A
3	BOQ	P	A
4	Tender Preparation & Bid Process	S	P

G	Construction Administration		
1	Shop Drawing and Submittal Review	P	V
2	Mock-Ups Evaluation	P	V
3	RFI's/Change Orders	P	I
4	Cost/Budget Control	I	P
5	Schedule Control	I	P
6	Quality Control	V	P
7	Punch List	V	P
8	Coordination with sub-consultant	P	S
9	Close-Out/As-Built Drawings	P	S
10	Client's Review/Approval	I	P

P Primary Responsibility
S Secondary Responsibility
V Validate
J Jointly
A Approval
I For Information

3.17.5. EXHIBIT 5 – CONCISE CONSULTANCY AGREEMENT

ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT

THIS ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (date) day of (Month), (Year)

By and between:
(Client Company Name), a company incorporated under the provisions of the Indian Companies Act, 1866, having its registered office at (address) and corporate office (address)/OR Trust/ Society/ Individual/ any entity as the case may be, hereinafter referred to as the "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the FIRST PART

and
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/Partnership/LLP.) having COA No. (COA No.) and having his office (address), hereinafter referred to as "Architect" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Whereas:

A. The Client intends to develop its land parcels, situated at (Plot number and address) and intends to appoint Architect(s) to provide Architectural Consultancy Services for the development.

B. The Architect(s) is in the profession of providing Architectural Consultancy Services.

C. The Architect's firm has represented that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

D. On the basis of the above representation of the Architect and subsequent discussions, deliberations and negotiations, the Client has requested the Architect to perform the duties mentioned with respect to Architectural Consultancy Services for the Project. The Architect accepts the appointment based on the Terms and Conditions, Professional Consultancy Fees and Scope of Work as mentioned below:

1.0 SCOPE OF WORK:

The scope of work shall include the following: -
Architectural conceptualization, design and drawings from Preliminary stage to Good For Construction drawing stage to Final As-Built drawings which includes Master Planning, 3D Renderings, Preliminary Budgetary Cost Estimate based on DSR plinth area basis/Fair Market Price, Detailed BOQ and Detailed Estimate based on prevailing rate or DSR/Fair Market Price, constant Coordination with other Consultants, Periodic Site Supervision and Attendance of Meetings at site or Client's office.

2.0 PROFESSIONAL FEES:

The (Project name) will have an approx. built-up plinth area of.....M2 (..... F2). The Professional fees payable to the Architect for rendering services outlined in Scope of Services (item 1.00 above) will be as follows.

Fee @.....% on estimated Project Cost as per plinth area basis (of DSR)/Fair Market Price = INR .....Lacs

OR

A. Consultancy Fee @ INR ..... on area basis = INR ..... Lacs

i. In addition to the above-mentioned Professional fees, GST will be paid with every invoice as per the prevailing rate.

3.0 SCOPE OF SERVICE & SCHEDULE OF PAYMENT

ARCHITECTURAL DESIGN CONSULTANCY

	Stages	Fees Payable	
		%	Cumulative
1.	On execution of agreement	10%	10%
2.	Concept Design Stage	10%	20%
i	Preliminary discussion with the Client and site visit by Principal Architect or his representative at mutual convenience		
ii	Prepare Preliminary Sketch Design and Master Plan (if necessary) in conformity with local planning parameters (regulations) and building rules and as per Client's Design Programme and Brief		
iii	Prepare 'illustrative Sketch Design presentation of building design and surrounding environment to explain the design intent.		
iv	Prepare Budgetary Cost Estimates based on Plinth Area basis as per DSR/Local SR/Fair Market Price, plinth Area statement and Carpet Area statement along with Ground Coverage, FSI, Parking requirement etc.		

	Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)		
3. i ii iii	**Schematic Design Stage** Revise Sketch Design based on Client's suggestion and submit DBR for approval Co-ordinate, obtain and incorporate the Structural & MEP Consultant's DBR and inputs in the revised design Prepare Revised Budgetary cost based on Plinth Area/Fair Market Price	**10%**	**30%**
Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)			
4. i ii	**Detail Design Development Stage** Prepare final basic Schematic drawings in an appropriate scale sufficient to apply for (A) Required License, Permits & NOC (B) Take-off sheet for BOQ & Estimate and for issuance to MEP Services, Facilities Planners, Landscape Consultants etc. Rendered presentation drawings including one aerial view and (no) of exterior views, Rendered Masterplan.	**10%**	**40%**
Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)			
5. i.	**Statutory Approval Stage** Assist Client in applying for License & Permits to requisite Government Agencies with essential drawings, area calculations etc. and assist in filling up the Application and Supporting Documents.	**5%**	**45%**
Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)			
6. i.	**Tender Stage** Submit Architectural Tender Drawings, BOQ, Detailed Estimate & Draft Tender for General Builder Works (BOQ of Concrete and Reinforcement based on Structural drawings)	**10%**	**55%**
Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)			
7. i. ii.	**Construction Document** Co-ordinate with Services Consultants such as Structural, MEP and other specialised Consultants and incorporate details in GFC drawings Submit coordinated GFC drawings, working details including joineries, handrails, paviour and tile module drawings and any other minor revisions or missing details.	**20%**	**75%**
Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)			
8. i. ii.	**Construction Stage** Periodical site visits by Principal Architect/Engineers & Architects Issue instruction at site meetings and joint meetings with Consultants and prepare snag list before the virtual completion date	**20%**	**95%**
Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)			
9. i.	**Project Close-Out** Submit one hard copy of Set of Architectural Drawings before producing the final stage bill	**5%**	**100%**

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/Project requirement.

4.0 REIMBURSABLE

A. Air/Train fare & transfer from place of residence to nearest Airport/Station and local Hospitality for Principal Architect and other Architects & Engineers. Business-class/I AC for Principal Architect and Economy class/II AC for all other Consultants & Engineers.

B. Visits will be made by Principal Architect, Consultants, Architects or Engineers to site as and when required for attending presentations, discussing technical issues, assisting in Tender Tabulation, Analysis & negotiations, inspecting work at site etc., for each of the phases.

C. Incidental charges, if any, not limited to visa charges.

D. Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

5.0 PER DIEM

Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable for the day of meetings.

Principal Architect - ₹...../- per day

Architects & Engineers - ₹...../- per day

6.0 MODE OF PAYMENT

All Fee (part) payments as per clause 2 above to be made through RTGS as per bank account details given below/Cheque/Demand Draft within 15 working days of the bill date.

Account Name:.....
Account No.:.....
IFSC:.....
Bank:.....
Branch :.....

7.0 GENERAL CONDITIONS

A. The Architect is entitled to suspend delivery of agreed tasks at any stage if the earlier stage is not "signed off" or in case of non-payment of invoices in time.

B. The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (seven days) of invoice date. Amounts due to the Architect shall be paid within 15 days from the date of invoice.

C. This agreement supersedes all earlier discussions.

8.0 EXCLUSIONS FROM ARCHITECTURAL CONSULTANCY

The Consultancy excludes: - (A) Facility Planning Consultancy (B) Project Management Consultancy (C)..... (D).....etc.

9.0 DISPUTE

In case of any dispute redressal sought, the Arbitration process shall be resorted to as per the provisions of the Arbitration and Conciliation Act 1996.

Thanking you
Yours faithfully
For .....

Authorised signatory
Architect's firm

Date:

Witness:

(signature).....
.....
.....

Accepted by
.....

Authorised signatory
Client firm

Witness:

(signature).....
.....
.....

3.17.6. EXHIBIT 6 – STANDARD CONSULTANCY AGREEMENT - COST BASIS

TABLE OF CONTENTS

Comprehensive Architectural Consultancy Services Agreement 86

Exhibit 6A - Project Understanding 89

Exhibit 6B - Schedule of Services 89

Exhibit 6C - Professional Fees & Schedule of Payment 95

Exhibit 6D - Terms & Conditions 97

Exhibit 6E - Client's Responsibility 100

Exhibit 6F - List of Sub-consultants engaged by the Architect 100

Exhibit 6G - Responsibility Matrix 101

COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT

THIS COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (Date) day of (Month), (Year)

By and between:
(Client's Company Name)., a company incorporated under the provisions of the Indian Companies Act, 1866, having its registered office at (Address) and corporate office (Address)/or Trust/ Society/Individual (any entity as the case may be), hereinafter referred to as the "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the FIRST PART

and
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/Partnership/ LLP. etc.) having COA No. (COA No.) and having his office (Address), hereinafter referred to as "Architect" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Where as:

A. The Client intends to develop its land parcels, situated at (Plot number and address) and intends to appoint Architect(s) to provide Architectural Consultancy Services for the development.

B. The Architect(s) is in the profession of providing Comprehensive Architectural Consultancy Services.

C. The Architect's firm has established that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

D. Based on above representation of the Architect(s) and subsequent discussions, deliberations and negotiations, the Client has requested the Architect(s)to perform the duties hereinafter mentioned in respect to Comprehensive Architectural Consultancy Services for the Project. The Architect(s) accepts the appointment based on the Terms and Conditions, Professional Fees and Scope of Work as set for the below:

Now this agreement witnesseth as follows:

1.0 DEFINITION OF TERMS

In this Agreement (including the recitals and the Schedule), the following terms, to the extent not inconsistent with the context thereof, shall have the meaning as defined below:

1.1 Architect – shall mean the Architectural Consultant independently appointed by the Client to provide Architectural, Structural, Mechanical, Electrical, Plumbing & Fire Fighting, Civil works design services in relation to the Project and obtaining statutory approvals from statutory authorities.

1.2 Client – shall mean the 'entity, individual or an organization commissioning and funding the project, directly or indirectly and desires to avail the services of an Architect.

1.3 Project – shall mean the project as defined in "Exhibit A - Project Understanding" (Site Plan, Project Information) for which the Services are to be provided by the Architect.

1.4 Services – shall mean the professional services identified in Exhibit B - Schedule of Services" which are performed by the Architect, Architect's employees, and the Sub-consultants engaged by the Architect, which is listed in Exhibit F.

1.5 Specialized Sub-consultants – shall mean sub-consultants other than those engaged by the Architect as mentioned above in 1.4 and other Consultants such as Facility Management Consultants, Project Management Consultants etc.

1.6 Additional Services – additional services are the services/works that are not included in Services mentioned in 1.4 In case the Client intends to avail Additional Services; the Client will provide written authorization in the form of Addendum/Variation Order to the Architect. For such works, the Architect will be entitled to mutually agreed upon Additional fees.

1.7 Addendum/Variation Order - is a written authorisation issued to the Architect by the Client for the Architect to perform Additional Services. An Addendum/Variation Order shall form a part of the Agreement.

1.8 Effective Date - shall mean the date of execution of this Agreement.

2.0 SERVICES

Architect shall perform Comprehensive Architectural Consultancy Services and shall create, deliver such items as defined and included in the Schedule of Services, annexed as Exhibit B based on the Project Understanding annexed as Exhibit A.

3.0 COMPENSATION/PROFESSIONAL FEE

Professional Fees payable to the Architect by the Client and the Schedule of Payment is annexed as Exhibit C.

4.0 TERMS OF CONTRACT

The Terms & Conditions of the Agreement are annexed as Exhibit D, and Client's Responsibilities are annexed as Exhibit E.

5.0 NOTICE AND REQUEST

Any notice or request to be given by either party or the other shall be given in writing at the address set out below.

For Client

Name	:
Designation	:
Contact number	:
Email	:
Client's Firm Name & Address	:

For Architect
Name :
Designation :
Contact number :
Email :
Architect's Firm Name & Address :

Enclosed:
Exhibit A - Project Understanding

Exhibit B - Schedule of Services

Exhibit C- Professional Fees & Schedule of Payment

Exhibit D - Terms & Conditions

Exhibit E - Client's Responsibility

Exhibit F - List of Sub-consultants engaged by the Architect

Exhibit G - Responsibility Matrix

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate at (Place) on the day and year hereinabove mentioned.

Signed and delivered	**Signed and delivered**
For Client	**For Architect**
Name:	Name:
Designation:	Designation:
Client's Firm Name & Address :	Architect's Firm Name & Address:
Round seal	Round seal with COA Registration Number
(Authorised Signatory)	(Authorised Signatory)
Witness:	Witness:
.....	.....

EXHIBIT 6A - PROJECT UNDERSTANDING

Client's Vision and the Area Matrix to be added

The brief can consist of the Client's programmes encompassing:
A. Size, plinth area of project, land area, location co-ordinates
B. Height, number of levels etc.
C. Indication of phasing up of project (one, two or three)
D. Estimated Project Cost
E. Any other detail that is relevant to understand the Scope of the Architect's services or that of the Client's acceptance.

EXHIBIT 6B - SCHEDULE OF SERVICES

The Schedule of Services to be performed and be successfully completed by the Architect in accordance with this Agreement shall include the following detailed stage activities and stage-wise deliverables.

Architectural Design (Core & Shell) - Civil finishes for the typical lobby and typical floor only
A. Concept Design
B. Schematic Design
C. Statutory Approvals
D. Detail Design
E. Construction Document
F. Tender
G. Construction Administration
H. Project Closeout

The detailed stage-wise Scope of Work of Architect along with the deliverables is as under:

A. Concept Design:
Architect's activities are described as follows:
(a) Review Client's requirements and program, discuss, advise and finalise the design requirements. The Architect holds detailed discussions with the Client and records the meeting as a basis for furtherance. The Architect inspects the site and advises the Client on the site survey, soil investigation and other rudimentary elements.

(b) Prepare the site plan, floor plans and profile section.

(c) Prepare the area statement for gross building, floor areas, common areas.

(d) Coordinate with other specialised consultants (if any, as required.

(e) Prepare coordinated GA drawing with the applicable statutory code & regulations and optimise FSI consumption for obtaining Statutory approvals.

(f) Assist the Client in obtaining Statutory approvals from Statutory local authorities.

(g) Prepare a broad Project Cost Estimate based on the GA drawings.

The deliverables for this stage are as follows:

(a) Site Layout Plan: (line diagram)
- Complete site plan of the project showing the location of the building, roads and broad landscaping elements and show levels relative to TBM or AMSL
- Proposed and existing utilities (if any)

(b) Preliminary Building Plan: (line diagram)
- Plans of all floors showing Preliminary structural system, vertical transportation elements,
- Core elements, vertical shafts, floor elevations
- Key dimensions, modular grid sizes and overall dimensions
- Preliminary Area summary, statement of gross building, floors, common areas,
- Spatial planning for MEP related services OHT, UGT, STP.

(c) Building Sections: (line diagram)
- Schematic sections.
- Floor to floor heights
- Typical end wall sections incorporating mean sizes

(d) Building Elevations (Line diagram)

(e) Share the Preliminary FSI statistics with the Client.

(f) Design-Based Report (DBR) - Architectural, Structural, Mechanical, Electrical Plumbing & Fire fighting

(g) Broad Project Cost Estimate on a thumb rule basis

(h) General Arrangement drawings for obtaining Statutory Approvals

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

B. Schematic Design:

Architect's activities are described as follows:

(a) Review Client's comments and requirements (if any), incorporate them in the drawings and issue 'Revised Drawings' with levels relating to TBM.

(b) Coordinate with other specialised sub-consultants (if any), as required

(c) Prepare the site plan and typical floor plan. Prepare coordinated GA drawings and define outline specifications for Architectural, Structural, Mechanical, Electrical, Plumbing & fire-Fighting works with identification of key materials.

(d) Optimise the FSI consumption

(e) Prepare the area statements for gross building, floor areas, common areas and provide an analytical statement justifying the plan.

(f) Prepare revised Project Cost Estimate based on the set of Schematic drawings.

The deliverables for this stage are divided into 2 Parts:

Part 1: Schematic Design (SD 1)

The deliverables for Part 1: Schematic Design (SD 1) are as follows:

(a) Preliminary Building Plan:
- All floor plans showing structure system, vertical transportation elements
- MEP (High side & Low side) areas, Core elements, vertical shafts, interior partitions, floor elevations
- Key dimensions, modular grid sizes, overall dimension
- Preliminary finishes schedule including alternate materials (if required by client)
- Area summary includes spatial planning for MEP related services OHT, UGT, STP etc.

(b) Roof Plans.

(c) Building Sections:
- Sections through buildings
- Floor to floor heights
- Typical end wall sections with beam sizes

Part 2: Schematic Design (SD 2)

The deliverables for Part 2: Schematic Design (SD 2) are as follows:

(a) Building Elevations:
- Major elevations
- All materials called out in notes (preliminary)
- Floor lines
- Overall dimensions
- Setbacks and overhangs

(b) Schematic Details:
- Preliminary wall sections at building perimeter
- Standard joineries & hardware details
- Partial elevations indicating materials specifications.
- Progress Coordinated framing plans
- Analysis of various structural framing systems

(c) Revised Project Cost Estimate

(d) Illustrative Documents:
- 'Illustrative sketch design in soft format to illustrate the design intent.
- Coordinate with 3D visualiser & model maker for Client's marketing collaterals.
- Architectural Exterior Finish Board colours, materials and finishes (preliminary)
- Civil Floor Finish plans: furniture layout (only for typical floors)

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

C. Statutory Approvals:

Architect's activities are described as follows:

(a) Prepare drawings with respect to Development Control Rules and ensure compliance with codes, standards and legislation, as applicable and assist Client in obtaining the statutory approvals.

(b) Assist Client in documentation, preparation of the application, filing with authorities for obtaining the necessary permissions, NOCs from various concerned departments of Local Statutory Authorities with respect to the proposed development.

(c) Advise Client for appointment of specialised liasoning consultants such as licensed plumber etc., for obtaining the permissions, sanctions and NOCs from various allied Local Statutory departments.

The deliverables for this stage are as follows:
(a) Duly signed documentation and drawings at various stages of the project.

D. Detail Design Development:

Architect's activities are described as follows:

(a) Prepare architectural detail design development drawings and detailed coordinated drawings, large-scale details, elevation, and sections in coordination with necessary specialised sub-consultant (if any), required at this stage.

(b) Prepare parking plans, floor plans and services plans.

(c) Prepare and submit a master schedule of standard civil finishes.

The deliverables for this Stage are as follows:
The deliverables for this stage are divided into 3 parts:

Part 1: Design Development (DD 1)
The deliverables for Part 1: Design Development (DD 1) are as follows:
(a) Plans:
- All level floor plans including podiums and basements with levels, dimensions, structural bay system, internal partitions integrated with Structural, MEPF & other details
- Coordinated Architectural drawings incorporating Mechanical, Electrical, Plumbing & Firefighting (MEPF) Structural and other specialised engineering consultancy services (if any), details such as major mechanical/electrical systems determined, and their inputs incorporated in the plans including louvres and utility entrances and show shaft openings & cut-outs as required by the MEPF consultant.
- Structure & MEPF coordinated colour-coded plans including pipes, ducts, chambers, areaways and utility entrances and plumbing fixtures marking on the plans.
- Building cores (stairs, elevators, toilets, shafts)
- Roof plan showing roof assembly system, slopes & coordinated rooftop service details
- Detail area statement

Part 2: Design Development (DD 2)
The deliverables for Part 2: Design Development (DD 2) are as follows:
(a) Sections:
- Building sections; longitudinal and transverse at appropriate scales; minimum 1:200
- Identify column lines, feature openings and relationships between floors, ceilings, structure and mechanical systems
- Sections showing finished grades around the building
- Detail design and drawing of foundation plans
- Detail design and drawing of core area and exterior walls
- Typical end wall sections
- General profiles and floor to floor heights
- Drawings of systems & structural elements.
- Detailed design & drawings of all MEPF services

(b) Schedule of all types of doors & window Building Elevations:
- External elevations including elevation features, materials and large-scale elevations of most typical conditions.
- Elevations including roof structures and location of all doors & windows
- Marking of columns, girds, expansion joints and major panel joints
- Detailed elevations at a larger scale as necessary to explain design intent, finishes
- Design Intent details of most typical exterior wall types.

Part 3: Design Development (DD 3)
The deliverables for Part 3: Design Development (DD 3) are as follows:
(a) Standard Details & Schedules:
- Project Specifications (Architectural)
- Area Calculations
- Bill of quantities (Blank) (the specification, excluding the quantity)
- Detailed Toilet Layout in 1:50, including sanitaryware, faucets & Accessories.
- Deck/Balcony, Balcony railing or glazing
- Ramp detail including stormwater drains & sumps.
- Facade cladding, if any, Architectural features Louvers, Doors & Windows etc., relating to civil works.
- Floor paviour patterns & tile module drawings for all areas, including restrooms (toilets)
- Kitchen (if any) detail showing floor gratings, hoods etc., as per MEP or Facilities consultant.
- Staircase, Staircase railing detail
- Entrance canopy detail
- Working drawings relating to entire civil finishes interior spaces
- MEP, High side & low side including electrical rooms, pump rooms, AHU, TFA units etc.
- Detailed drawings showing waterproof elements, including specification (and method statement) for all areas.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

E. Construction Document:

Architect's activities are described as follows:

(a) Prepare and issue final coordinated drawings with architectural, structural, mechanical, electrical, plumbing & firefighting inputs related to civil and structure.

(b) Attend periodic coordination meetings as per schedule for design inputs/clarifications.

The deliverables for this stage are divided into 4 parts:

Part 1: Construction Document (CD 1)
The deliverables for Part 1: Construction Document (CD 1) are as follows:
(a) Coordinated GFC drawings of all level floor plans of the building

(b) Parking level, lobby and typical floor plans, Partial floor plans as necessary

(c) Building sections, Site sections

Part 2: Construction Document (CD 2)
The deliverables for Part 2: Construction Document (CD 2) are as follows:
(a) External development, compound wall, civil structures for water bodies & services.

(b) Core plans (Indicating the MEP space allocation for machine rooms, shafts and closets (scale approx. 1:50)

(c) Building elevations (external elevations including materials and large-scale elevations of typical conditions) and construction details of facade elements

Part 3: Construction Document (CD 3)
The deliverables for Part 3: Construction Document (CD 3) are as follows:
(a) Finishing details of exterior wall types, finishing drawings and detail for a typical unit, common areas.

Part 4: Construction Document (CD 4)
The deliverables for Part 4: Construction Document (CD 4) are as follows:
(a) Details (Typical key exterior wall details, trellises, window profiles, parapets, a/c screen, canopies, and architectural features, door and window schedules)

(b) Drawings will indicate levels, materials & architectural details for internal and external areas.

(c) Coordinated GFC drawings duly signed and stamped with an appropriate drawing numbering system, date and revisions marked.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

F. Tender Stage:
Architect's activities are described as follows:
(a) Prepare tender drawings, specifications and schedule of quantities sufficient to prepare an estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

(b) Prepare Detail BOQ and detailed cost estimate based on prevailing rate/DSR plinth area basis/Fair Market Price.

(c) Attend clarification meetings and pre-bid meetings.

(d) Prepare techno commercial comparison and assist the Client for Award of Contract.

The deliverables for this stage are:
(a) Comprehensive tender package for architectural, structural, mechanical, electrical, plumbing & firefighting works

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

G. Construction Administration Stage:
Architect's activities are described as follows:
(a) Advise Client on the quality of the work.

(b) Approve shop drawings submitted by the contractors.

(c) Give predetermined periodic supervision & inspection as may be necessary to ensure that works that are being executed are in general accordance with the approved design.

(d) Attend predetermined periodic site coordination meetings with the main contractor, project consultants, project engineer to achieve efficiency and quality execution.

(e) Provide clarifications to the RFI (Request for Information) as well as interpretation of the drawings and specifications.

(f) Check and approve samples on-site.

The deliverables for this Stage are as follows:
(a) Approval of shop drawings (One set only)

(b) Approval of samples/mock-ups

(c) Selection & inspection of finishing materials onsite & offsite

(d) Review, approve and validate technical submittals such as materials, method statements, calculations, test reports.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

H. Closeout Stage: Stage:
Architect's activities are described as follows:
(a) Based on the as-built drawings and documents submitted by the contractor, the Architect will submit the architectural set of Record drawings.
(b) Issue structural certificate of the Stability and completion in a prescribed format.

The deliverables for this stage are as follows:
(a) Architectural set of as-built drawings
(b) Structural Stability Certificate in the prescribed format

Note:
All the deliverables will be submitted in the following format:
- All drawings in A1 or Arch D/A2 or Arch C/A3 size - 3nos. Hard copies & soft copies in PDF & Auto CAD.
- All Reports/Documents in A4/A3 size - 1no. hard copy & soft copy in PDF.

EXHIBIT 6C - PROFESSIONAL FEES & SCHEDULE OF PAYMENT

A. Professional Fees

Sr. No.	Description	Rate on Gross Cost of Construction (GCC)
1	Comprehensive Architectural Consultancy	%

Note:
1. The Fee percentage should be based on the fair fees stipulated in Volume 4- Exhibit 1.8
2. Additionally, GST as applicable shall be payable by Clients with every invoice

Gross Cost of Construction - Total Gross Cost of Construction shall include

(a) Gross Cost to construct all the elements of the project designed or specified by, or on behalf of, or as a result of, the coordination by the Architect such as the cost of the core & shell, site development, landscape and high side equipment etc.

(b) The total sum payable to all the construction contractors and suppliers for completing the entire work, cost of equipment's of permanent usage in the project which is within the scope of the projects, and other similar works including those procured by the Clients directly.

(c) In case the existing material is used, the market rate of the existing material will be considered.

(d) The total gross cost is the final cost paid to the contractors, suppliers, vendors etc., inclusive of all direct & indirect taxes, duties, levies, octroi etc., on the labour cost, material cost, contractors profit & overheads.

(e) The gross cost of construction will exclude any general and administrative expenses by the Client, such as finance charges, overhead, Architect's fees, sub-consultants' fees, insurance, land cost.

B. Person-Hour Rates

In case of Additional work, the Person-Hour charges shall be as under.

Particulars	Person-hour rate in ₹
Founding Principal	
Sr. Associate	
Associate	
Project Manager	
Sr. Project Architect	
Project Architect	
Project Assistant	
Draftsperson	

C. Per Diem Charges

Per diem rate for attending outstation site periodic meetings or for discussion with the client as follows chargeable for the day of meetings

Principal Architect: ₹...../ per day

Architects & Engineers: ₹...../ per day

D. Schedule of Payment

The schedule of payment of "Professional Fees" shall be in accordance with the stages mentioned hereunder: The stage-wise payments will be claimed by the Architect in accordance with the submission of deliverables mentioned in Exhibit B - Schedule of Services.

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Close-Out (on pro-rata basis)**	**5%**	**100%**

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/ Project requirement.

EXHIBIT 6D - TERMS & CONDITIONS

A. Sign Off:

The stagewise deliverables should be 'Signed Off' by the Client (with or without comments) before expecting the Architect to deliver subsequent stage work. Alternatively, the Client should issue a letter indicating Acceptance of Deliverables for each stage.

B. Payments & Fees:

(a) The Architect will raise invoices as per the Schedule of Payment mentioned herein Exhibit C.

(b) The payment due to the Architect at different stages shall be computed on the following basis:
Stage (a) to f) (of Schedule of Payment) on Estimated Project Cost
Stage (g) (of Schedule of Payment) on Approved Tender Cost
Stage (h&i) (of Schedule of Payment) on Actual Cost of Construction

The fee shall be subject to retroactive adjustments at the end of the project based on the actual cost of construction.

(c) The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (seven days) of invoice date. Payment due to the Architect shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (---- Percent) per month.

(d) The Client hereby agrees to pay fees due to the Architect based on the actual work completed, in full or in part, for each stage of services.

(e) In case of intermediate payments, the Client will honour the Architect's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

(f) The Professional fees mentioned in Exhibit C shall remain firm for the (no. of months) months from the date of signing of this agreement. Post the time period of (no. of months) months from the date of signing of this agreement, escalation of (%) fees per year for the balance work will be charged with all other terms and conditions unchanged.

(g) Fees and reimbursable can be paid through RTGS as per bank account details given below/Cheque/ Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

C. Additional fees:

(a) The Architect shall be entitled to make an adjustment to the professional fees if any deviations and or additions to the services or conditions are made.

(b) In case there is a change in the design brief, previous instructions or approvals were given by the Client, or material change in the project including sizes, quality, complexity, schedule or budget of the project, enactment of revisions in codes, laws, or regulations, and if such revisions require the Architect to rework, then the Client will provide written authorisation in the form of Addendum/ Variation Order to the Architect to enable the Architect to proceed with such rework. The Architect will be paid Additional fees for such rework based on mutually agreed lumpsum fees or on a Person-Hour basis based on the Person-Hour rate chart mentioned in EXHIBIT C – Professional Fees & Schedule of Payment.

D. Taxes:

Additionally, GST as applicable shall be payable by Clients with every invoice and TDS on the paid amount to be deducted by the Client.

E. Reimbursable:

(a) In addition, all outstation travel expenses (away from the city of the Architect's office) for the above said project should be borne by the Clients as actual, including airfare /train fare, local transport, lodging and boarding for each of the Architect's representatives.

In case any foreign travel is required, the expenses shall be borne by the Clients as actual, including business class airfare, local transport, lodging and boarding for each of the Architect's representatives.

(b) Incidental charges, if any, not limited to Visa charges.

(c) Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

F. Specialised Sub-consultants:

In case other specialised sub-consultants are appointed by the Client, only the Architect shall be responsible for giving directions. The responsibility of the services rendered by such specialised sub-consultants shall be borne by the Client.

G. Credits

The Client shall give professional credit to the Architect in the Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

H. Suspension

In case the project goes on hold, or if the work stops for any reason beyond the Architect's control, the Architect shall be entitled to be paid for all services performed to date.

I. Dispute:

In case of any dispute, redressal is sought, the Arbitration process shall be resorted to as per the provisions of the Arbitration and Conciliation Act 1996.

J. Exclusions

(a) Specialised consultants who are experts in aspects such as façade, vertical transportation, lighting, kitchen, traffic, project management, facility management and any other specialised sub-consultants appointed by the Client other than those engaged by the Architect as per Exhibit- F.

(b) Surveying of site; taking size, location and invert levels, sub-soil investigation & Foundation recommendation etc., for existing utilities & groundwater survey.

(c) Additional 3D renders, physical model & marketing collaterals: Additional computer-generated Views, Walk-Through(s), models, 3D renderings agreed in the deliverables mentioned in Exhibit B –Schedule of Services of this agreement for marketing purposes and Preparation/Printing of Brochures

(d) Additional copies of drawings: Additional copies of drawings over and above the copies mentioned in the deliverables at a mutually agreed rate.

(e) Peer Review/Third Party Audit: Cost towards Peer review/any third-party assessment/audit etc., if any, is required to be conducted.

(f) Any sort of elaborate administrative non-Architect related work.

(g) Legal and finance-related matters.

EXHIBIT 6E - CLIENT'S RESPONSIBILITY

The Client shall be responsible for providing the following information sufficiently in advance:

A. Legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

B. Subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

C. Share detailed design brief with amenities, detail area matrix and a well-compiled design program with other services required.

D. Timely written approval or 'sign-off on the deliverables at each stage to enable the Architect to proceed with the next stage.

E.. Honour Architect's bills and give timely payments to the Architects.

F. Speedy approval(s)/decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/ applicable.

G. Approved Communication/Authorization Protocol.

H. Essential Liaising information and obtaining statutory approvals from Statutory authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

I. Scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

J. Socio-economic issues such as safety, security, political issues etc.

EXHIBIT 6F - LIST OF SUB-CONSULTANTS ENGAGED BY THE ARCHITECT

A. Structural
B. Mechanical
C. Electrical
D. Plumbing Fire Fighting
E. Landscape
F. Liaising for obtaining statutory approvals

Note: This list of sub-consultants can be modified by the Architect as per the requirement of the project.

EXHIBIT 6G - LIST OF SUB-CONSULTANTS ENGAGED BY THE ARCHITECT

	Phase/Task	Architect	Client
A	**Concept Design Phase**		
1	Detail Design Program	S	P
2	Statutory Requirements	P	J
3	Zoning Analysis & Activity Distribution	P	I
4	Code Analysis NBC/IBC	P	I
5	Code Analysis (Mumbai DCR)	P	I
6	Massing Studies	P	I
7	Area Tabulation/FSI	P	A
8	Typical floor plans, sections, elevations	P	I
9	Conceptual Outline specification	P	I
10	Project Management/Schedule	V	P
11	Green building coordination	P	I
12	Coordination with sub-consultant	P	I
13	Clients Review - Approval	I	P
14	Concept Design Report	P	A
B	**Schematic Design Phase**		
1	Zoning Analysis & Activity Distribution	P	I
2	Code Analysis NBC/IBC	P	I
3	Code Analysis (Mumbai DCR)	P	I
4	Massing Studies	P	I
5	Area Tabulation/FSI	P	A
6	Typical floor plans, sections, elevations	P	I
7	General Arrangement Drawing	P	I
8	Generic outline specification	P	I
9	Green building coordination	P	I
10	Broad Cost Estimate	V	P
11	Budget	I	P
12	Project Management/Schedule	I	P
13	Value Engineering	P	A
14	Coordination with sub-consultant	P	I
15	Clients Review - Approval	I	P
16	Schematic Design Report	P	A

C	Statutory Phase		
1	MCGM Statutory Requirements	P	I
2	Allied Statutory Requirements	P	I
3	MOEF, HRC etc.	P	I

D	Detail Design Phase		
1	Code Analysis NBC/IBC	P	I
2	Code Analysis (Mumbai DCR)	P	I
3	Detail Massing	P	A
4	Area Tabulation/FSI	P	A
5	Detail floor plans, sections, elevations in CAD format	P	A
6	General Arrangement Drawing	P	A
7	Detail Outline specification	P	A
8	Green Building coordination	P	I
9	Detail Cost Estimate	V	P
10	Detail Budget	I	P
11	Detail Project Management/Schedule	I	P
12	Value Engineering	P	A
13	Coordination with sub-consultant	P	I
14	Clients Review - Approval	I	P
15	Detail Design Report	P	A

E	Construction Documentation		
1	GFC Drawings	P	A
2	Cost/Budget Control	I	P
3	Project Scheduling	I	P
4	Coordination with sub-consultant	P	I
5	Clients Review - Approval	I	P
6	Construction Documentation Report	P	A

F	Tender		
1	Preparation of Tender Drawings	P	A
2	Detail Specification	P	A
3	BOQ	P	A
4	Tender Preparation & Bid Process	S	P

G	Construction Administration		
1	Shop Drawing and Submittal Review	P	V
2	Mock-Ups Evaluation	P	V
3	RFI's/Change Orders	P	I
4	Cost/Budget Control	I	P
5	Schedule Control	I	P
6	Quality Control	V	P
7	Punch List	V	P
8	Coordination with sub-consultant	P	S
9	Close-Out/As-Built Drawings	P	S
10	Client's Review/Approval	I	P

P Primary Responsibility
S Secondary Responsibility
V Validate
J Jointly
A Approval
I For Information

3.17.7. EXHIBIT 7 – STANDARD CONSULTANCY AGREEMENT - AREA BASIS

TABLE OF CONTENTS

Comprehensive Architectural Consultancy Services Agreement 105

Exhibit 7A - Project Understanding 108

Exhibit 7B - Schedule of Services 108

Exhibit 7C - Professional Fees & Schedule of Payment 114

Exhibit 7D - Terms & Conditions 117

Exhibit 7E - Client's Responsibility 119

Exhibit 7F - List of Sub-consultants engaged by the Architect 120

Exhibit 7G - Responsibility Matrix 121

COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT

THIS COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (Date) day of (Month), (Year)

By and between:
(Client's Company Name)., a company incorporated under the provisions of the Indian Companies Act, 1866, having its registered office at (Address) and corporate office (Address)/or Trust/ Society/Individual/ (any entity as the case may be), hereinafter referred to as the "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the FIRST PART;

and
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/Partnership/ LLP etc.) having COA No. (COA No.) and having his office (Address), hereinafter referred to as "Architect" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Whereas:

A. The Client intends to develop its land parcels, situated at (Plot number and address) and intends to appoint Architect(s) to provide Comprehensive Architectural Consultancy Services for the development.

B. The Architect(s) is in the profession of providing Architectural Consultancy Services.

C. The Architect's firm has established that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

D. On the basis of above representation of the Architect(s) and subsequent discussions, deliberations and negotiations, the Client has requested the Architect(s)to perform the duties hereinafter mentioned in respect to Comprehensive Architectural Consultancy Services for the Project. The Architect(s) accepts the appointment based on the Terms and Conditions, Professional Fees and Scope of Work as set for the below:

Now this agreement witnesseth as follows:

1.0 DEFINITION OF TERMS

In this Agreement (including the recitals and the Schedule), the following terms, to the extent not inconsistent with the context thereof, shall have the meaning as defined below:

1.1 Architect - shall mean the Architectural Consultant independently appointed by the Client to provide Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Fighting works design services and providing Liaising Consultancy services for obtaining statutory approvals from relevant statutory authorities in relation to the Project.

1.2 Client - shall mean the 'entity, individual or an organization commissioning and funding the project, directly or indirectly and desires to avail the services of an Architect.

1.3 Project - shall mean the project as defined in "Exhibit A - Project Understanding" (Site Plan, Project Information) for which the Services are to be provided by the Architect.

1.4 Services - Services means the professional services identified in Exhibit B - Schedule of Services" which are performed by the Architect, Architect's employees, and the Sub-consultants engaged by the Architect, which is listed in Exhibit F.

1.5 Specialized Sub-consultants - shall mean sub-consultants other than those engaged by the Architect as mentioned above in 1.4 and other Consultants such as Facility Management Consultants, Project Management Consultants etc.

1.6 Additional Services - Additional Services are the services/works that are not included in Services mentioned in 1.4 In case the Client intends to avail Additional Services, the Client will provide written authorisation in the form of Addendum/Variation Order to the Architect. For such works, the Architect will be entitled to mutually agreed upon Additional fees.

1.7 Addendum/Variation Order - is a written authorisation issued to the Architect by the Client for the Architect to perform Additional Services. An Addendum/Variation Order shall form a part of the Agreement.

1.8 Effective Date - shall mean the date of execution of this Agreement.

2.0 SERVICES

Architect shall perform Comprehensive Architectural Consultancy Services and shall create, deliver such items as defined and included in the Schedule of Services, annexed as Exhibit B based on the Project Understanding annexed as Exhibit A.

3.0 COMPENSATION/PROFESSIONAL FEE

Professional Fees payable to the Architect by the Client and the Schedule of Payment is annexed as Exhibit C.

4.0 TERMS OF CONTRACT

The Terms & Conditions of the Agreement are annexed as Exhibit D, and Client's Responsibilities are annexed as Exhibit E.

5.0 NOTICE AND REQUEST

Any notice or request to be given by either party or the other shall be given in writing at the address set out below.

For Client

Name :
Designation :
Contact number :
Email :
Client's Firm Name & Address :

For Architect

Name :
Designation :
Contact number :
Email :
Architect's Firm Name & Address :

Enclosed:

8. **Exhibit A -** Project Understanding
9. **Exhibit B -** Schedule of Services
10. **Exhibit C-** Professional Fees & Schedule of Payment
11. **Exhibit D -** Terms & Conditions
12. **Exhibit E -** Client's Responsibility
13. **Exhibit F -** List of Sub-consultants engaged by the Architect
14. **Exhibit G -** Responsibility Matrix

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate at (Place) on the day and year hereinabove mentioned.

SIGNED AND DELIVERED	**SIGNED AND DELIVERED**
For Client	**For Architect**
Name:	Name
Designation:	Designation
Client's Firm Name & Address:	Architect's Firm Name & Address
Round seal	Round seal with COA Registration Number
(Authorised Signatory)	(Authorised Signatory)
Witness:	Witness:
.....	.....

EXHIBIT 7A - PROJECT UNDERSTANDING

Client's Vision and the Area Matrix to be added

The brief can consist of the Client's programs encompassing

A. Size, plinth area of project, land area, location co-ordinates
B. Height, number of levels etc.
C. Indication of phasing up of project (one, two or three)
D. Estimated Project Cost
E. Any other detail that is relevant to understand the Scope of the Architect's services or that of the Client's acceptance.

EXHIBIT 7B - SCHEDULE OF SERVICES

The Schedule of Services to be performed and be successfully completed by the Architect in accordance with this Agreement shall include the following detailed stage activities and stage-wise deliverables.

Comprehensive Design (Core & Shell) - Civil finishes for the typical lobby and typical floor only

A. Concept Design
B. Schematic Design
C. Statutory Approvals
D. Detail Design
E. Construction Document
F. Tender
G. Construction Administration
H. Project Closeout

The detailed stage-wise Scope of Work of Architect along with the deliverables is as under:

A. Concept Design:

Architect's activities are described as follows:

(a) Review Client's requirements and program, discuss, advise and finalise the design requirements. The Architect holds detailed discussions with the Client and records the meeting as a basis for furtherance. The architect inspects the site and advises the Client on the site survey, soil investigation and other rudimentary elements.

(b) Prepare the site plan, floor plans and profile section.

(c) Prepare the area statement for gross building, floor areas, common areas.

(d) Coordinate with other specialised consultants (if any, as required.

(e) Prepare coordinated GA drawing with the applicable statutory code & regulations and optimise FSI consumption for obtaining Statutory approvals.

(f) Assist the Client in obtaining Statutory approvals from Statutory local authorities.

(g) Prepare a broad Project Cost Estimate based on the GA drawings.

The deliverable for this Stage is as follows:

(a) Site Layout Plan: (line diagram)
- Complete site plan of the Project showing the location of the building, roads and broad landscaping elements and show levels relative to TBM or AMSL
- Proposed and existing utilities (if any)

(b) Preliminary Building Plan: (line diagram)
- Plans of all floors showing preliminary structural system, vertical transportation elements,
- Core elements, vertical shafts, floor elevations
- Key dimensions, modular grid sizes and overall dimensions
- Preliminary area summary, statement of gross building, floors, common areas,
- Spatial planning for MEP related services OHT, UGT, STP.

(c) Building Sections: (line diagram)
- Schematic sections.
- Floor to floor heights
- Typical end wall sections incorporating mean sizes

(d) Building Elevations (Line diagram)

(e) Share the Preliminary FSI statistics with the Client.

(f) Design-Based Report (DBR) – Architectural, Structural, Mechanical, Electrical Plumbing & Fire fighting

(g) Broad Project Cost Estimate on a thumb rule basis

(h) General Arrangement drawings for obtaining Statutory Approvals

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

B. Schematic Design:

Architect's activities are described as follows:

(a) Review Client's comments and requirements (if any) incorporate them in the drawings and issue 'Revised Drawings' with levels relating to TBM.

(b) Coordinate with other specialised sub-consultants (if any), as required

(c) Prepare the site plan and typical floor plan. Prepare coordinated GA drawings and define outline specifications for Architectural, Structural, Mechanical, Electrical, Plumbing & Firefighting works with identification of key materials.

(d) Optimise the FSI consumption

(e) Prepare the area statements for gross building, floor areas, common areas and provide an analytical statement justifying the plan.

(f) Prepare revised project cost estimate based on the set of Schematic drawings.

The deliverables for this stage are divided into 2 Parts:

Part 1: Schematic Design (SD 1)
The deliverables for Part 1: Schematic Design (SD 1) are as follows:
(a) Preliminary Building Plan:
- All floor plans showing structure system, vertical transportation elements
- MEP (High side & Low side) areas, Core elements, vertical shafts, interior partitions, floor elevations
- Key dimensions, modular grid sizes, overall dimension
- Preliminary finishes schedule including alternate materials (if required by client)
- Area summary includes spatial planning for MEP related services OHT, UGT, STP etc.

(b) Roof Plans.

(c) Building Sections:
- Sections through buildings
- Floor to floor heights
- Typical end wall sections with beam sizes

Part 2: Schematic Design (SD 2)
The deliverables for Part 2: Schematic Design (SD 2) are as follows:
(d) Building Elevations:
- Major elevations
- All materials called out in notes (preliminary)
- Floor lines
- Overall dimensions
- Setbacks and overhangs

(e) Schematic Details:
- Preliminary wall sections at building perimeter
- Standard joineries & hardware details
- Partial elevations indicating materials specifications
- Progress Coordinated framing plans
- Analysis of various structural framing systems

(f) Revised Project Cost Estimate

(g) Illustrative Documents:
- 'Illustrative sketch design in soft format to illustrate the design intent.
- Coordinate with 3D visualiser & model maker for Client's marketing collaterals.
- Architectural Exterior Finish Board colours, materials and finishes (preliminary)
- Civil Floor Finish plans: furniture layout (only for typical floors)

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

C. Statutory Approvals:
Architect's activities are described as follows:
(a) Prepare drawings with respect to development control rules and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals.

(b) Assist Client in documentation, preparation of the application, filing with authorities for obtaining the necessary permissions, NOCs from various concerned departments of Local Statutory Authorities with respect to the proposed development.

(c) Advise Client for appointment of specialised liaising consultants such as licensed plumber etc., for obtaining the permissions, sanctions and NOCs from various allied Local Statutory departments.

The deliverable for this Stage is as follows:
(a) Duly signed documentation and drawings at various stages of the project.

D. Detail Design Development:
Architect's activities are described as follows:
(a) Prepare architectural Detail Design Development drawings and detailed coordinated drawings, large-scale details, elevation, and sections in coordination with necessary specialised sub-consultant (if any), required at this stage.

(b) Prepare parking plans, floor plans and services plans.

(c) Prepare and submit a master schedule of standard civil finishes.

The deliverables for this Stage are as follows:
The deliverables for this stage are divided into 3 parts:

Part 1: Design Development (DD 1)
The deliverables for Part 1: Design Development (DD 1) are as follows:
(a) Plans:
- All level floor plans including podiums and basements with levels, dimensions, structural bay system, internal partitions integrated with Structural, MEPF & other details
- Coordinated Architectural drawings incorporating Mechanical, Electrical, Plumbing & Firefighting (MEPF) Structural and other specialised engineering consultancy services (if any), details such as major mechanical/electrical systems determined, and their inputs incorporated in the plans including louvres and utility entrances and show shaft openings & cut-outs as required by the MEPF consultant.
- Structure & MEPF coordinated colour-coded plans including pipes, ducts, chambers, areaways and utility entrances and plumbing fixtures marking on the plans.
- Building cores (stairs, elevators, toilets, shafts)
- Roof plan showing roof assembly system, slopes & coordinated rooftop service details
- Detail area statement

Part 2: Design Development (DD 2)
The deliverables for Part 2: Design Development (DD 2) are as follows:
(c) Sections:
- Building sections; longitudinal and transverse at appropriate scales; minimum 1:200
- Identify column lines, feature openings and relationships between floors, ceilings, structure and mechanical systems
- Sections showing finished grades around the building
- Detail design and drawing of foundation plans
- Detail design and drawing of core area and exterior walls
- Typical end wall sections
- General profiles and floor to floor heights
- Drawings of systems & structural elements.
- Detailed design & drawings of all MEPF services

(d) Schedule of all types of doors & window Building Elevations:
- External elevations including elevation features, materials and large-scale elevations of most typical conditions.
- Elevations including roof structures and location of all doors & windows
- Marking of columns, girds, expansion joints and major panel joints
- Detailed elevations at a larger scale as necessary to explain design intent, finishes
- Design Intent details of most typical exterior wall types.

Part 3: Design Development (DD 3)
The deliverables for Part 3: Design Development (DD 3) are as follows:
(a) Standard Details & Schedules:
- Project Specifications (Architectural)
- Area Calculations
- Bill of quantities (Blank) (the specification, excluding the quantity)
- Detailed Toilet Layout in 1:50, including sanitaryware, faucets & Accessories.
- Deck/Balcony, Balcony railing or glazing
- Ramp detail including stormwater drains & sumps.
- Facade cladding, if any, Architectural features Louvers, Doors & Windows etc., relating to civil works.
- Floor paviour patterns & Tile module drawings for all areas, including restrooms (toilets)
- Kitchen (if any) detail showing floor gratings, Hoods etc., as per MEP or Facilities consultant.
- Staircase, Staircase railing detail
- Entrance canopy detail
- Working drawings relating to entire civil finishes interior spaces
- MEP, High side & low side including electrical rooms, pump rooms, AHU, TFA units etc.
- Detailed drawings showing waterproof elements, including specification (and method statement) for all areas.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

E. Construction Document:
Architect's activities are described as follows:
1) Prepare and issue final coordinated drawings with Architectural, Structural, Mechanical, Electrical, Plumbing & Fire Fighting inputs related to civil and structure.

2) Attend periodic coordination meetings as per schedule for design inputs/clarifications.

The deliverables for this stage are divided into 4 parts:

Part 1: Construction Document (CD 1)
(a) The deliverables for Part 1: Construction Document (CD 1) are as follows: Coordinated GFC drawings of all level floor plans of the building

(b) Parking level, Lobby and typical floor plans, Partial floor plans as necessary

(c) Building sections, Site sections

Part 2: Construction Document (CD 2)
(a) The deliverables for Part 2: Construction Document (CD 2) are as follows: External development, compound wall, civil structures for water bodies & services.

(b) Core Plans (indicating the MEP space allocation for machine rooms, shafts and closets (scale approx. 1:50)

(c) Building elevations (external elevations including materials and large-scale elevations of typical conditions) and construction details of facade elements

Part 3: Construction Document (CD 3)
The deliverables for Part 3: Construction Document (CD 3) are as follows:
(a) Finishing details of exterior wall types, finishing drawings and detail for a typical unit, common areas.

Part 4: Construction Document (CD 4)
The deliverables for Part 4: Construction Document (CD 4) are as follows:
(a) Details (Typical key exterior wall details, trellises, window profiles, parapets, a/c screen, canopies, and architectural features, door and window schedules)

(b) Drawings will indicate levels, materials & architectural details for internal and external areas.

(c) Coordinated GFC drawings duly signed and stamped with an appropriate drawing numbering system, date and revisions marked.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

F. Tender Stage:
Architect's activities are described as follows:
(a) Prepare Tender drawings, specifications and schedule of quantities sufficient to prepare an estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

(b) Prepare Detail BOQ and Detailed Cost Estimate based on prevailing rate/DSR plinth area basis/Fair Market Price.

(c) Attend clarification meetings and pre-bid meetings.

(d) Prepare techno commercial comparison and assist the Client for Award of Contract.

The deliverables for this stage are:
(a) Comprehensive Tender package for Architectural, Structural, Mechanical, Electrical, Plumbing & Fire Fighting works

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

G. Construction Administration Stage:
Architect's activities are described as follows:
(a) Advise Client on the quality of the work.

(b) Approve shop drawings submitted by the contractors.

(c) Give predetermined periodic supervision & inspection as may be necessary to ensure that works that are being executed are in general accordance with the approved design.

(d) Attend predetermined periodic site coordination meetings with the main contractor, project consultants, project engineer to achieve efficiency and quality execution.

(e) Provide clarifications to the RFI (Request for Information) as well as interpretation of the drawings and specifications.

(f) Check and approve samples on-site.

The deliverables for this Stage are as follows:
(a) Approval of shop drawings (One set only)

(b) Approval of samples/Mock-ups

(c) Selection & inspection of finishing materials onsite & offsite

(d) Review, approve and validate Technical Submittals such as Materials, Method Statements, calculations, Test Reports.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

H. Closeout Stage: Stage:
Architect's activities are described as follows:
(a) Based on the as-built drawings and documents submitted by the contractor, the Architect will submit the architectural set of Record drawings

(b) Issue Structural certificate of the Stability and completion in prescribed format

The deliverables for this Stage are as follows:
(a) Architectural set of as-built drawings

(b) Structural Stability Certificate in the prescribed format.

Note:
All the deliverables will be submitted in the following format:
(a) All drawings in A1 or Arch D/A2 or Arch C/A3 size - 3nos. Hard copies & soft copies in PDF & Auto CAD.
(b) All Reports/Documents in A4/A3 size - 1no. hard copy & soft copy in PDF.

EXHIBIT 7C - PROFESSIONAL FEES & SCHEDULE OF PAYMENT

A. Professional Fees

Sr. No.	Description	Rate on Gross Cost of Construction (GCC)
1	Comprehensive Architectural Consultancy	
a.	Prime Areas	
b.	Support and Service Areas	

Note:
(a) Additionally, GST as applicable shall be payable by Clients with every invoice

For calculating the Professional fees, the Gross Construction Area shall include
Prime Areas:
(a) Outer to outer dimension of the 'Core & Shell' of the building which consists of all occupied areas, functional areas, inner & outer walls, toilets, staircases, balconies, entrance lobbies, Service floor & areas, refuge areas, other circulation areas, recreational areas, facade (plan area). This will also include all BOH & service areas such as the Facility Manager cabin, BMS control room, etc., at podium, ground & basement levels and swimming pool if any.

(b) Ancillary structures such as security cabins, service buildings etc.

(c) Entire central core including entire staircase and lift core within the structure at all levels which includes habitable, service, basement, parking and podiums floors.

(d) Open to sky topmost, and all terraces, intermediate terraces, all podium tops and top of the basement on the ground level, when extensively designed with landscape and services etc., will be charged at 100% while these areas without landscape and services will be charged at 50%. Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(e) All voids like shafts, lift wells will be excluded.

Support and Service Areas:
The Gross Construction Area shall include
(a) Outer to outer dimension of the 'Core & Shell' of all non-occupied and car parking areas at basement and podium levels, which shall include services areas such M & E equipment's areas.

(b) All voids like shafts, lift wells will be excluded.

B. Person-Hour Rates
In case of Additional work, the Person-Hour charges shall be as under.

Particulars	Person-hour rate in ₹
Founding Principal	
Sr. Associate	
Associate	
Project Manager	
Sr. Project Architect	
Project Architect	
Project Assistant	
Draftsperson	

C. Per Diem Charges

Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable for the day of meetings

Principal Architect: ₹...../ per day

Architects & Engineers: ₹...../ per day

D. Schedule of Payment

The schedule of payment of "Professional Fees" shall be in accordance with the stages mentioned hereunder. The stage-wise payments will be claimed by the Architect in accordance with the submission of deliverables mentioned in Exhibit B - Schedule of Services.

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Close-Out (on Pro-rata basis)**	**5%**	**100%**

The Schedule of Payment Chart is indicative and can be suitably modified as per the Client's and/Project requirement.

EXHIBIT 7D - TERMS & CONDITIONS

A. Sign-Off:

The stagewise deliverables should be 'signed off by the Client (with or without comments) to enable the Architect to proceed to the next stage. Alternatively, the Client should issue a letter indicating Acceptance of Deliverables for each stage

B. Payments & Fees:

(a) The Architect will raise invoices as per the Schedule of Payment mentioned herein Exhibit C.

(b) Architect's invoice shall contain an itemised computer-generated listing agreed along with adequate supporting documents.

(c) The payment due to the Architect shall be computed on the Gross Construction Area. The fee shall be subject to retroactive adjustments at the end of the project based on the Actual Gross Construction Area.

(d) The Client hereby agrees to pay fees due to the Architect based on the actual work completed, in full or in part, for each stage of services.

(e) The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (seven days) of invoice date. Payment due to the Architect shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (---- Percent) per month.

(f) Architect shall be paid within 15 (fifteen days of receipt of the certification from the Client on the Architect's invoice. The Client shall not withhold any payment (either whole or in part) which is appropriately due to the Architect without giving the Architect a notice of this intention, with reasons, no later than 10 (Ten) working days prior to the date on which the payment becomes due. In case of payment is delayed by the Client without serving notice. The Architect shall give a notice period of 30 (thirty) working days to the Client for recovering the pending dues. After the expiration of the notice period, the Architect reserves the right to suspend work and will not be responsible for the subsequent delay.

(g) In case of intermediate payments, the Client will honour the Architect's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

(h) The Professional fees mentioned in Exhibit C shall remain firm for the (no. of months) months from the date of signing of this agreement. Post the time period (no. of months) of months from the date of signing of this agreement, escalation of (%) fees per year for the balance work will be charged with all other terms and conditions unchanged.

(i) Fees and reimbursable can be paid through RTGS as per bank account details given below/Cheque/ Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

C. Additional fees:

(a) The Architect shall be entitled to make an adjustment to the professional fees if any deviations and or additions to the services or conditions are made.

(b) In case there is a change in the design brief, previous instructions or approvals were given by the Client, or material change in the project including sizes, quality, complexity, schedule or budget of the project, enactment of revisions in codes, laws, or regulations, and if such revisions require the Architect to rework, then the Client will provide written authorisation in the form of Addendum/ Variation Order to the Architect to enable the Architect to proceed with such rework. The Architect will be paid Additional fees for such rework based on mutually agreed lumpsum fees or on a Person-Hour basis based on the Person-Hour chart mentioned in EXHIBIT C – Professional Fees & Schedule of Payment.

D. Taxes:

(a) Additionally, GST as applicable shall be payable by Clients with every invoice and TDS on the paid amount to be deducted by the Client.

E. Reimbursable:

(a) In addition, all outstation travel expenses (away from the city of Architect's Office) for the above said project should be borne by the Clients as actual, including airfare /train fare, local transport, lodging and boarding for each of the Architect's representative. In case any foreign travel is required, the expenses shall be borne by the Clients as actual, including business class airfare, local transport, lodging and boarding for each of the Architect's representatives.

(b) Incidental charges, if any, not limited to visa charges.

(c) Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

F. Specialised Sub-consultants:

(a) In case other Specialised Sub-consultants are appointed by the Client, the Architect shall be only responsible for giving directions. The responsibility of the services rendered by such specialised sub-consultants shall be borne by the Client.

G. Suspension:

(a) In case the project goes on hold, or if the work stops for any reason beyond the Consultant's control, the Consultant shall be entitled to be paid for all Services performed to date.

H. Credits:

(a) The Client shall give Professional credit to the Architect in Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

I. Dispute:

(a) In case of any dispute, redressal is sought, the Arbitration process shall be resorted to as per the provisions of the Arbitration and Conciliation Act 1996.

J. Exclusions:

(a) Specialised consultants for façade, vertical transportation, lighting, kitchen, traffic, project management, facility management and any other specialised sub-consultants appointed by the Client other than the sub-consultants engaged by the Architect as per Exhibit- F.

(b) Surveying of site; taking size, location and invert levels, sub-soil investigation & Foundation recommendation etc., for existing utilities & groundwater survey.

(c) Additional 3D renders, physical model & marketing collaterals: Additional computer-generated Views, Walk Through(s), models, 3D renderings agreed in the deliverables mentioned in Exhibit B –Schedule of Services of this agreement for marketing purposes and Preparation/Printing of Brochures

(d) Additional copies of drawings: Additional copies of drawings over and above the copies mentioned in the deliverables at a mutually agreed rate.

(e) Peer Review/Third Party Audit: Cost towards Peer review/any third-party assessment/audit etc., if any, is required to be conducted.

(f) Any sort of elaborate administrative non-Architect related work.

(g) Legal and finance-related matters.

EXHIBIT 7E - CLIENT'S RESPONSIBILITY

The Client shall be responsible for providing the following information sufficiently in advance

A. Legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

B. Subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

C. Detailed design brief with amenities, detail area matrix and a well-compiled design program with other services required.

D. Timely written approval or 'sign-off on the deliverables at each stage, to enable the Architect to proceed with the next stage.

E. Honour Architect's bills and give timely payments to the Architects.

F. Speedy approval(s)/decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/ applicable.

G. Approved Communication/Authorisation Protocol.

H. Essential Liaising information and obtaining statutory approvals from Statutory authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

I. Scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

J. Socio-economic issues such as safety, security and political issues etc.

EXHIBIT 7F - LIST OF SUB-CONSULTANTS ENGAGED BY THE ARCHITECT

A. Structural
B. Mechanical
C. Electrical
D. Plumbing Fire Fighting
E. Liaising for obtaining statutory approvals

Note:
This list of sub-consultants can be modified by the Architect as per the requirement of the project.

EXHIBIT 7G - LIST OF SUB-CONSULTANTS ENGAGED BY THE ARCHITECT

	Phase/Task	Architect	Client
A	**Concept Design Phase**		
1	Detail Design Program	S	P
2	Statutory Requirements	P	J
3	Zoning Analysis & Activity Distribution	P	I
4	Code Analysis NBC/IBC	P	I
5	Code Analysis (Mumbai DCR)	P	I
6	Massing Studies	P	I
7	Area Tabulation/FSI	P	A
8	Typical floor plans, sections, elevations	P	I
9	Conceptual Outline specification	P	I
10	Project Management/Schedule	V	P
11	Green building coordination	P	I
12	Coordination with sub-consultant	P	I
13	Clients Review - Approval	I	P
14	Concept Design Report	P	A
B	**Schematic Design Phase**		
1	Zoning Analysis & Activity Distribution	P	I
2	Code Analysis NBC/IBC	P	I
3	Code Analysis (Mumbai DCR)	P	I
4	Massing Studies	P	I
5	Area Tabulation/FSI	P	A
6	Typical floor plans, sections, elevations	P	I
7	General Arrangement Drawing	P	I
8	Generic outline specification	P	I
9	Green building coordination	P	I
10	Broad Cost Estimate	V	P
11	Budget	I	P
12	Project Management/Schedule	I	P
13	Value Engineering	P	A
14	Coordination with sub-consultant	P	I
15	Clients Review - Approval	I	P
16	Schematic Design Report	P	A

C	Statutory Phase		
1	MCGM Statutory Requirements	P	I
2	Allied Statutory Requirements	P	I
3	MOEF, HRC etc.	P	I

D	Detail Design Phase		
1	Code Analysis NBC/IBC	P	I
2	Code Analysis (Mumbai DCR)	P	I
3	Detail Massing	P	A
4	Area Tabulation/FSI	P	A
5	Detail floor plans, sections, elevations in CAD format	P	A
6	General Arrangement Drawing	P	A
7	Detail Outline specification	P	A
8	Green Building coordination	P	I
9	Detail Cost Estimate	V	P
10	Detail Budget	I	P
11	Detail Project Management/Schedule	I	P
12	Value Engineering	P	A
13	Coordination with sub-consultant	P	I
14	Clients Review - Approval	I	P
15	Detail Design Report	P	A

E	Construction Documentation		
1	GFC Drawings	P	A
2	Cost/Budget Control	I	P
3	Project Scheduling	I	P
4	Coordination with sub-consultant	P	I
5	Clients Review - Approval	I	P
6	Construction Documentation Report	P	A

F	Tender		
1	Preparation of Tender Drawings	P	A
2	Detail Specification	P	A
3	BOQ	P	A
4	Tender Preparation & Bid Process	S	P

G	Construction Administration		
1	Shop Drawing and Submittal Review	P	V
2	Mock-Ups Evaluation	P	V
3	RFI's/Change Orders	P	I
4	Cost/Budget Control	I	P
5	Schedule Control	I	P
6	Quality Control	V	P
7	Punch List	V	P
8	Coordination with sub-consultant	P	S
9	Close-Out/As-Built Drawings	P	S
10	Client's Review/Approval	I	P

P Primary Responsibility
S Secondary Responsibility
V Validate
J Jointly
A Approval
I For Information

3.17.8. EXHIBIT 8 – COMPREHENSIVE CONSULTANCY AGREEMENT - COST BASIS

TABLE OF CONTENTS

Comprehensive Architectural Consultancy Services Agreement 125

Exhibit 8A - Project Understanding 128

Exhibit 8B - Schedule of Services 128

Exhibit 8C - Professional Fees & Schedule of Payment 136

Exhibit 8D - Terms & Conditions 138

Exhibit 8E - Client's Responsibility 149

Exhibit 8F - List of Sub-consultants engaged by the Architect 150

Exhibit 8G - Responsibility Matrix 150

COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT

THIS COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (Date) day of (Month), (Year)

By and between:
(Client's Company Name)., a company incorporated under the provisions of the Indian Companies Act, 1866, having its registered office at (Address) and corporate office (Address)/or Trust/ Society/Individual/ (any entity as the case may be), hereinafter referred to as the "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the FIRST PART;

and
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/ Partnership/ LLP. etc.) having COA No. (COA No.) and having his office (Address), hereinafter referred to as "Architect" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Where as:

A. The Client intends to develop its land parcels, situated at (Plot number and address) and intends to appoint Architect(s) to provide Comprehensive Architectural Consultancy Services for the development.

B. The Architect(s) is in the profession of providing Architectural Consultancy Services.

C. The Architect's firm has established that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

D. On the basis of the above representation of the Architect(s) and subsequent discussions, deliberations and negotiations, the Client has requested the Architect(s)to perform the duties hereinafter mentioned in respect to Comprehensive Architectural Consultancy Services for the Project. The Architect(s) accepts the appointment on the Terms and Conditions, Professional Fees and Scope of Work as set for the below:

Now this agreement witnesseth as follows:

1.0 DEFINITION OF TERMS

In this Agreement (including the recitals and the Schedule), the following terms, to the extent not inconsistent with the context thereof, shall have the meaning as defined below:

1.1 Architect - shall mean the Architectural Consultant independently appointed by the Client to provide Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Fighting works design services and providing Liaising Consultancy services for obtaining statutory approvals from relevant statutory authorities works design services in relation to the Project.

1.2 Client - shall mean the 'entity, individual or an organization commissioning and funding the project, directly or indirectly and desires to avail the services of an Architect.

1.3 Project - shall mean the project as defined in "Exhibit A - Project Understanding" (Site Plan, Project Information) for which the Services are to be provided by the Architect.

1.4 Services - Services means the professional services identified in Exhibit B - Schedule of Services" which are performed by the Architect, Architect's employees, and the Sub-consultants engaged by the Architect, which is listed in Exhibit F.

1.5 Specialised Sub-consultants - shall mean sub-consultants other than those engaged by the Architect as mentioned above in 1.4 and other Consultants such as Facility Management Consultants, Project Management Consultants etc.

1.6 Additional Services - Additional Services are the services/works that are not included in Services mentioned in 1.4 In case the Client intends to avail Additional Services; the Client will provide written authorisation in the form of Addendum/Variation Order to the Architect, for which the Architect will be entitled to mutually agreed on Additional fees.

1.7 Addendum/Variation Order - is a written authorisation issued to the Architect by the Client for the Architect to perform Additional Services. An Addendum/Variation Order forms a part of the Agreement.

1.8 Effective Date - shall mean the date of execution of this Agreement.

1.9 "Day" means the calendar day from 00.00 (midnight) to 00.00 (midnight) on the following day. Unless otherwise stated in the Agreement, time or periods stated in this Agreement for doing any act or thing or for achievement by the Architect for completion shall include Saturdays, Sundays and Public Holidays.

2.0 SERVICES

Architect shall perform Comprehensive Architectural Consultancy Services and shall create, deliver such items as defined and included in the Schedule of Services, annexed as Exhibit B based on the Project Understanding annexed as Exhibit A.

3.0 COMPENSATION/PROFESSIONAL FEE

Professional Fees payable to the Architect by the Client and the Schedule of Payment is annexed as Exhibit C.

4.0 TERMS OF CONTRACT

The Terms & Conditions of the Agreement are annexed as Exhibit D, and Client's Responsibilities are annexed as Exhibit E.

5.0 NOTICE AND REQUEST

Any notice or request to be given by either party or the other shall be given in writing at the address set out below.

For Client

Name	:
Designation	:
Contact number	:
Email	:
Client's Firm Name & Address	:

For Architect

Name	:
Designation	:
Contact number	:
Email	:
Architect's Firm Name & Address	:

Enclosed:

1. **Exhibit A –** Project Understanding
2. **Exhibit B –** Schedule of Services
3. **Exhibit C –** Professional Fees & Schedule of Payment
4. **Exhibit D –** Terms & Conditions
5. **Exhibit E –** Client's Responsibility
6. **Exhibit F –** List of Sub-consultants engaged by the Architect
7. **Exhibit G –** Responsibility Matrix

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate at (Place) on the day and year hereinabove mentioned.

SIGNED AND DELIVERED	**SIGNED AND DELIVERED**
For Client	**For Architect**
Name:	Name:
Designation:	Designation:
Client's Firm Name & Address:	Architect's Firm Name & Address:
Round seal	Round seal with COA Registration Number
(Authorised Signatory)	(Authorised Signatory)
Witness:	Witness:
.....	.....

EXHIBIT 8A - PROJECT UNDERSTANDING

Client's Vision and the Area Matrix to be added

The brief can consist of the Client's programs encompassing

A. Size, plinth area of project, land area, location co-ordinates
B. Height, number of levels etc.
C. Indication of phasing up of project (one, two or three)
D. Estimated Project Cost
E. Any other detail that is relevant to understand the Scope of Architect's services or that of Client's acceptance.

EXHIBIT 8B - SCHEDULE OF SERVICES

The Schedule of Services to be performed and be successfully completed by the Architect in accordance with this Agreement shall include the following detailed stage activities and stage-wise deliverables.

Comprehensive Design (Core & Shell) - Civil finishes for the typical lobby and typical floor only

A. Concept Design
B. Schematic Design
C. Statutory Approvals
D. Detail Design
E. Construction Document
F. Tender
G. Construction Administration
H. Project Closeout

The detailed stage-wise Scope of Work of Architect along with the deliverables is as under:

A. Concept Design:

Architect's activities are described as follows:

(a) Review Client's requirements and program, discuss, advise and finalise the design requirements. The Architect holds detailed discussions with the Client and records the meeting as a basis for furtherance. The Architect inspects the site and advises the Client on the site survey, soil investigation and other rudimentary elements.

(b) Prepare the site plan, floor plans and profile section.

(c) Prepare the area statement for gross building, floor areas, common areas.

(d) Coordinate with other specialised consultants (if any, as required.

(e) Prepare coordinated GA drawing with the applicable statutory code & regulations and optimise FSI consumption for obtaining Statutory approvals.

(f) Assist the Client in obtaining Statutory approvals from local statutory authorities.

(g) Prepare a broad Project Cost Estimate based on the GA drawings.

(h) Prepare studies of Alternative Structural Systems

(i) Prepare Preliminary Options of material quantities for each Structural System.

(j) Selection of Structural systems

(k) Establishing design guidelines for air-conditioning such as temperature, humidity and cleanliness level in each of the conditioned, heat recoveries and energy conservation (if applicable)

(l) Establishment requirements for ventilation and exhaust systems.

(m) Establishment of water demand and source of water, water treatment, storage and distribution.

(n) Preliminary concept on sanitary and drainage systems, including stormwater drainage and rainwater harvesting for site level and individual buildings.

(o) Water treatment and sewage treatment.

(p) Establishing guidelines for fire detection and firefighting systems in line with fire authority's approval for site level and individual buildings.

(q) Establishing preliminary electrical loads and maximum demand within the building envelope and site level.

(s) Segregation between emergency/non-emergency loads.

(t) Provision of alternative power backup system.

(r) Consideration to make use of solar power energy in line with Green Building requirements.

(u) Basic riser diagrams for all services explaining the basis of design.

(v) Details calculation for each MEPF discipline

The deliverables for this stage are as follows:

(a) Site Layout Plan: (line diagram)
- Complete site plan of the Project showing the location of the building, roads and broad landscaping elements and show levels relative to TBM or AMSL
- Proposed and existing utilities (if any)

(b) Preliminary Building Plan: (line diagram)
- Plans of all floors showing Preliminary structural system, vertical transportation elements,
- Core elements, vertical shafts, floor elevations
- Key dimensions, modular grid sizes and overall dimensions
- Preliminary Area summary, statement of gross building, floors, common areas,
- Spatial planning for MEP related services OHT, UGT, STP.
- Load Calculations
- Design Framing schemes
- Daylight and energy summary
- Preliminary energy efficiency strategies
- Environmental study to determine heat loads

(c) Building Sections: (line diagram)
- Schematic sections.
- Floor to floor heights
- Typical end wall sections incorporating mean sizes

(d) Building Elevations (Line diagram)

(e) Share the Preliminary FSI statistics with the Client.

(f) Design-Based Report (DBR)

(g) Broad Project Cost Estimate on a thumb rule basis

(h) General Arrangement drawings for obtaining Statutory Approvals

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

B. Schematic Design:

Architect's activities are described as follows:

(a) Review Client's comments and requirements (if any), incorporate them in the drawings and issue 'Revised Drawings' with levels relating to TBM.

(b) Coordinate with other specialised sub-consultants (if any), as required

(c) Prepare the site plan and typical floor plan. Prepare coordinated GA drawings and define outline specifications with identification of key materials.

(d) Optimise the FSI consumption

(e) Prepare the area statements for gross building, floor areas, common areas and provide an analytical statement justifying the plan.

(f) Prepare revised Project Cost Estimate based on the set of Schematic drawings.

(g) Prepare Preliminary calculations for framing and foundation systems

(h) Prepare Floor framing plans of primary floors

(i) Prepare foundation and subgrade level schematic plans.

(j) Prepare Preliminary analysis and layout of the lateral system.

(k) Prepare Preliminary foundation analysis and study of alternates based upon recommendations from the geotechnical consultants.

(l) Provide Structural Criteria for Geotechnical Consultant.

(m) Finalise the basic framing of the building, structural analysis model & foundation system. To decide the construction methodology such as entire building in RCC or core in RCC and balance in structural steel alternative studies for both options to be prepared in joint consultation and to be presented to Company to select final system. This will be based on the overall approximate costing of structural (block estimate), contractibility, time schedule.

(n) Provide the comprehensive HVAC/Ventilation, electrical load calculations/requirements and computation for total water requirement/Water balance statement.

(o) Prepare the preliminary drawings indicating all the external services (within the plot area); size and location of plant rooms, ventilation fan rooms; substation; water tanks, pump room, firefighting pump room, water treatment plant, and sewage treatment plant.

The deliverables for this stage are divided into 2 Parts:

Part 1: Schematic Design (SD 1)

The deliverables for Part 1: Schematic Design (SD 1) are as follows:

(a) Preliminary Building Plan:
- All floor plans showing structure system, vertical transportation elements
- MEP (High side & Low side) areas, Core elements, vertical shafts, interior partitions, floor elevations
- Key dimensions, modular grid sizes, overall dimension
- Preliminary finishes schedule including alternate materials (if required by client)
- Area summary includes spatial planning for MEP related services OHT, UGT, STP etc.

(b) Roof Plans.

(c) Building Sections:
- Sections through buildings
- Floor to floor heights
- Typical end wall sections with beam sizes
- Progress co-ordinated framing plans
- Analysis of various structural framing systems

Part 2: Schematic Design (SD 2)

The deliverables for Part 2: Schematic Design (SD 2) are as follows:

(a) Building Elevations:
- Major elevations
- All materials called out in notes (preliminary)
- Floor lines
- Overall dimensions
- Setbacks and overhangs

(b) Schematic Details:
- Preliminary wall sections at building perimeter
- Standard joineries & hardware details
- Partial elevations indicating materials specifications.

(c) Revised Project Cost Estimate

(d) Illustrative Documents:
- 'Illustrative sketch design in soft format to illustrate the design intent.
- Coordinate with 3D visualiser & model maker for Client's marketing collaterals.
- Architectural Exterior Finish Board colours, materials and finishes (preliminary)
- Civil Floor Finish plans: furniture layout (only for typical floors)

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

C. Statutory Approvals:

Architect's activities are described as follows:

(a) Prepare drawings with respect to Development Control Rules and ensure compliance with codes, standards and legislation, as applicable and assist Client in obtaining the statutory approvals.

(b) Assist Client in documentation, preparation of the application, filing with authorities for obtaining the necessary permissions, NOCs from various concerned departments of Local Statutory Authorities with respect to the proposed development.

(c) Advise Client for appointment of specialised liaising consultants such as licensed plumber etc., for obtaining the permissions, sanctions and NOCs from various allied Local Statutory departments.

The deliverable for this Stage is as follows:
(a) Duly signed documentation and drawings at various stages of the project.

D. Detail Design Development:

Architect's activities are described as follows:

(a) Prepare architectural Detail Design Development drawings and detailed coordinated drawings, large-scale details, elevation, and sections in coordination with necessary specialised sub-consultant (if any), required at this stage.

(b) Prepare parking plans, floor plans and services plans.

(c) Prepare and submit a master schedule of standard civil finishes.

(d) Prepare and finalise Structural Calculations

(e) Develop floor framing plans for typical and non-typical floors.

(f) Prepare Foundation and sub-grade level plans.

(g) Develop lateral system and preparation of the respective elevations.

(h) Identify size and location of Electrical Substation and layout shall be provided by supplier company, HT/LT panel room, electrical distribution system with metering scheme comprising of panels, distribution boards, bus-ducts, cables & cable trays layout, lighting with circuiting based on approved plans and convenience power, DG room layout along with panel details, earthing & lightning protection system.

(i) Prepare layout & schematics for Low Voltage systems such as Security system, BMS, Voice & data, automation and video door phones. Prepare (Plumbing & Fire Fighting) Water tanks & Pump Room Layout, Sewage & Stormwater disposal piping, Fire Fighting room layouts, Wastewater disposal, sewage treatment system and water treatment system, fire detection & firefighting system layouts

The deliverables for this Stage are as follows:
The deliverables for this stage are divided into 3 parts:

Part 1: Design Development (DD 1)
The deliverables for Part 1: Design Development (DD 1) are as follows:
(a) Plans:
- All level floor plans including podiums and basements with levels, dimensions, structural bay system, internal partitions integrated with Structural, MEPF & other details
- Coordinated Architectural drawings incorporating Mechanical, Electrical, Plumbing & Firefighting (MEPF) Structural and other specialised engineering consultancy services (if any), details such as major mechanical/electrical systems determined, and their inputs incorporated in the plans including louvres and utility entrances and show shaft openings & cut-outs as required by the MEPF consultant.
- Structure & MEPF coordinated colour-coded plans including pipes, ducts, chambers, areaways and utility entrances and plumbing fixtures marking on the plans.
- Building cores (stairs, elevators, toilets, shafts)
- Roof plan showing roof assembly system, slopes & coordinated rooftop service details
- Detail area statement

Part 2: Design Development (DD 2)
The deliverables for Part 2: Design Development (DD 2) are as follows:
(a) Sections:
- Building sections; longitudinal and transverse at appropriate scales; minimum 1:200
- Identify column lines, feature openings and relationships between floors, ceilings, structure and mechanical systems
- Detail design and drawing of foundation plans
- Detail design and drawing of core area and exterior walls
- Sections showing finished grades around the building
- Typical end wall sections
- General profiles and floor to floor heights
- Drawings of systems & structural elements.
- Detailed design & drawings of all MEPF services
- Door, window schedule for all door & window types

(b) Building Elevations:
- External elevations including elevation features, materials and large-scale elevations of most typical conditions.
- Elevations including roof structures and location of all doors & windows
- Marking of columns, girds, expansion joints and major panel joints
- Detailed elevations at a larger scale as necessary to explain design intent, finishes
- Design Intent details of most typical exterior wall types.

Part 3: Design Development (DD 3)
The deliverables for Part 3: Design Development (DD 3) are as follows:
(a) Standard Details & Schedules:
- Project Specifications (Architectural)
- Area Calculations
- Bill of quantities (Blank) (the specification, excluding the quantity)
- Detailed Toilet Layout in 1:50, including sanitaryware, faucets & Accessories.
- Deck/Balcony, Balcony railing or glazing
- Ramp detail including stormwater drains & sumps.
- Facade cladding, if any, Architectural features Louvers, Doors & Windows etc., relating to civil works.
- Floor paviour patterns & Tile module drawings for all areas, including restrooms (toilets)
- Kitchen detail showing floor gratings, Hoods etc., as per MEP or Facilities consultant.
- Staircase, Staircase railing detail
- Entrance canopy detail
- Working drawings relating to entire civil finishes interior spaces
- MEP, High side & low side including electrical rooms, pump rooms, AHU, TFA units etc.
- Detailed drawings showing waterproof elements, including specification (and method statement) for all areas.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

E. Construction Document:

Architect's activities are described as follows:

1) Prepare and issue final coordinated drawings related to civil and structure.

2) Attend periodic coordination meetings as per schedule for design inputs/clarifications.

The deliverables for this stage are divided into 4 parts:

Part 1: Construction Document (CD 1)

(a) The deliverables for Part 1: Construction Document (CD 1) are as follows: Coordinated GFC drawings of all level floor plans of the building

(b) Parking level, Lobby and typical floor plans, Partial floor plans as necessary

(c) Building sections, Site sections

Part 2: Construction Document (CD 2)

(a) The deliverables for Part 2: Construction Document (CD 2) are as follows: External development, compound wall, civil structures for water bodies & services.

(b) Core Plans (Indicating the MEP space allocation for machine rooms, shafts and closets (scale approx. 1:50)

(c) Building elevations (external elevations including materials and large-scale elevations of typical conditions) and construction details of facade elements

Part 3: Construction Document (CD 3)

The deliverables for Part 3: Construction Document (CD 3) are as follows:

(a) Finishing details of exterior wall types, finishing drawings and detail for a typical unit, common areas.

Part 4: Construction Document (CD 4)

The deliverables for Part 4: Construction Document (CD 4) are as follows:

(a) Details (Typical key exterior wall details, trellises, window profiles, parapets, a/c screen, canopies, and architectural features, door and window schedules)

(b) Riser diagrams for Mechanical, Electrical, Plumbing and Fire Detection & Fighting.

(c) Drawings & Information on Mechanical, Plumbing, Electrical Installation, Fire Detection and Fire Fighting,

(d) Drawings will indicate levels, materials & architectural details for internal and external areas.

(e) Coordinated GFC drawings duly signed and stamped with an appropriate drawing numbering system, date and revisions marked.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

F. Tender Stage:

Architect's activities are described as follows:

(a) Prepare tender drawings, specifications and schedule of quantities sufficient to prepare an estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

(b) Prepare Detail BOQ and Detailed cost estimate based on prevailing rate/DSR plinth area basis/Fair Market Price.

(c) Attend clarification meetings and pre-bid meetings.

(d) Prepare techno-commercial comparison and assist the Client for the award of Contract.

The deliverables for this stage are:

(a) Comprehensive tender package

- Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

G. Construction Administration Stage:

Architect's activities are described as follows:

(a) Advise Client on the quality of the work.

(b) Prepare and edit Specifications for the Primary Structural System.

(c) Approve shop drawings submitted by the contractors.

(d) Give predetermined periodic supervision & inspection as may be necessary to ensure that works that are being executed are in general accordance with the approved design.

(e) Attend predetermined periodic site coordination meetings with the main contractor, project consultants, project engineer to achieve efficiency and quality execution.

(f) Provide clarifications to the RFI (Request for Information) as well as interpretation of the drawings and specifications.

(g) Check and approve samples on-site.

(h) Review, approve and validate Technical Submittals such as materials, method statements, calculations, test reports.

(i) Ensure that MEPF installation work is as per the design and technical/performance specification and verify work progress with respect to the completion schedule

(j) Assist in testing and Inspection

The deliverables for this Stage are as follows:

(a) Approval of shop drawings (One set only)

(b) Approval of samples/Mock-ups

(c) Selection & inspection of finishing materials onsite & offsite

(d) Review, approve and validate Technical Submittals such as materials, method statements, calculations, Test Reports.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

H. Closeout Stage: Stage:

Architect's activities are described as follows:

(a) Based on the as-built drawings and documents submitted by the contractor, the Architect will submit the architectural set of Record drawings.

(b) Assist the company in getting maintenance manuals from Contractors

(c) Assist in getting guarantees/warranties from Contractors.

(d) Issue Structural certificate of the Stability and completion in the prescribed format.

The deliverables for this stage are as follows:

(a) Architectural set of as-built drawings

(b) Structural Stability Certificate in the prescribed format.

(c) Check, review and approve Operation & Maintenance Manual submitted by contractors/vendors.

(d) Verify commissioning report submitted by the contractors

Note:
All the deliverables will be submitted in the following format:
(a) All drawings in A1 or Arch D/A2 or Arch C/A3 size - 3nos. Hard copies & soft copies in PDF & Auto CAD.
(b) All Reports/Documents in A4/A3 size - 1no. hard copy & soft copy in PDF.

EXHIBIT 8C - PROFESSIONAL FEES & SCHEDULE OF PAYMENT

A. Professional Fees

Sr. No.	Description	Rate on Gross Cost of Construction (GCC)
1	Comprehensive Architectural Consultancy	%

Note:
1) The Fee % should be within the 'Fee band' stipulated in Volume 4 - Exhibit 1.8
2) Additionally, GST as applicable shall be payable by Clients with every invoice.

Gross Cost of Construction - Total Gross Cost of Construction shall include

(a) Gross cost to construct all the elements of the project designed or specified by, or on behalf of, or as a result of, the coordination by the Architect such as the cost of the core & shell, site development, landscape and high side equipment etc.

(b) The total sum payable to all the construction contractors and suppliers for completing the entire work, cost of equipment of permanent usage in the project which is within the scope of the projects, and other similar works including those procured by the Clients directly.

(c) In case the existing material is used, the market rate of the existing material will be considered.

(d) The total gross cost is the final cost paid to the contractors, suppliers, vendors etc., inclusive of all direct & indirect taxes, duties, levies, octroi etc., on the labour cost, material cost, contractors profit & overheads.

(e) The Gross Cost of construction will exclude any general and administrative expenses by the Client, such as finance charges, overhead, Architect's fees, Sub-consultant's fees, insurance, land cost.

B. Person-Hour Rates

In case of Additional work, the Person-Hour charges shall be as under.

Particulars	Person-hour rate in ₹
Founding Principal	
Sr. Associate	
Associate	
Project Manager	
Sr. Project Architect	
Project Architect	
Project Assistant	
Draftsperson	

C. Per Diem Charges

Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable only for the day of meetings

Principal Architect: ₹...../ per day

Architects & Engineers: ₹...../ per day

D. Schedule of Payment

The schedule of payment of "Professional Fees" shall be in accordance with the stages mentioned hereunder: The stage-wise payments will be claimed by the Architect in accordance with the submission of deliverables mentioned in Exhibit B - Schedule of Services.

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Close-Out (on Pro-rata basis)**	**5%**	**100%**

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/ Project requirement.

EXHIBIT 8D - TERMS & CONDITIONS

A. General Interpretation

(a) The provision of the agreement continues to bind the Client and the Architect as long as it is necessary to give effect to the parties' respective rights and obligations.

(b) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Architect. The Architect, subject to this Agreement, has complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

(c) Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

(d) Words importing the singular only shall also include the plural and vice versa where the context so requires. In this Agreement, the Client and the Architect are collectively referred to as "Parties" and individually as "Party".

(e) Words importing the male gender shall also include the female and neuter gender and vice versa.

(f) The marginal words and clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

(g) Annexures and Attachments to this Agreement form an integral part of this Agreement.

(h) This Agreement superseded any previous arrangements between the Client and the Architect in relation to the Service (whether oral/written) and represented the entire agreement arrangements between the Client and the Architect in relation to the Service. All the additions, amendments and variations to the Agreement shall be binding only if in writing and signed by the duly authorised representatives of both the Client and the Architect. The Client and the Architect shall not claim to have relied upon any statement or representations made by the other party other than those set out in the agreement.

(i) If any clause or part of any clause of the Agreement is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Agreement, and this shall not affect any other clause of the Agreement, nor the validity of the remaining clauses of the Agreement, which shall remain in full force.

(j) The agreement is subject to the law of India, and the Parties submit to the exclusive jurisdiction of the courts of India.

B. Services

(a) Services mean the professional services identified in 'Exhibit B - Schedule of Services' which are performed by the Architect, Architect's employees, and the sub-consultants engaged by the Architect which are listed in Exhibit G.

C. Fees & Reimbursable

(a) The Architect will raise invoices as per the Schedule of Payment mentioned herein Exhibit C along with adequate supporting documents.

(b) Architect's invoices shall contain an itemized computer-generated listing agreed along with adequate supporting documentation.

(c) The payment due to the Architect at different stages shall be computed on the following basis:
- Stage (a) to (f) (of Schedule of Payment) on Estimated Project Cost
- Stage (g) (of Schedule of Payment) on Accepted Tender Cost
- Stage (h & i) (of Schedule of Payment) on Actual Cost of Construction
- The fee shall be subject to retroactive adjustments at the end of the project based on the Actual Cost of Construction.

(d) The Client hereby agrees to pay fees due to the Architect based on the actual work completed, in full or in part, for each stage of services

(e) The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (Seven days) of the invoice date. Payment due to the Architect shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (---- Percent) per month.

(f) Architect shall be paid within 15 (fifteen days of receipt of the certification from the Client on the Architect's invoice. The Client shall not withhold any payment (either whole or in part) which is appropriately due to the Architect without giving the Architect a notice of this intention, with reasons, no later than 10 (Ten) working days prior to the date on which the payment becomes due. In case of payment is delayed by the Client without serving notice. The Architect shall give a notice period of 30 (thirty) working days to the Client for recovering the pending dues. After the expiration of the notice period, the Architect reserves the right to suspend work and will not be responsible for the subsequent delay.

(g) In case of intermediate payments, the Client will honour the Architect's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

(h) The Architect shall not undertake any outstation travel, lodging, boarding and other related services unless the same is approved in advance by the Client. The mode of travel and stay in a hotel shall require prior approval of the Client. All travel to be in economy class only. Travel mode for CEO and Principals shall be in business class. The cost towards the same shall be borne by the clients.

(i) The Architect shall be required to submit its invoice in such form as may be prescribed by the Client.

(j) Incidental charges, if any, not limited to visa charges.

(k) Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

(l) All the payments will be made in the name of the Architect in the currency agreed to by both the Parties, by way of RTGS as per bank account details given below/Cheque/Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

D. Taxes/Duties

(a) The Compensation/Fees agreed to by the Parties shall be the total amount of consideration payable to the Architect. Unless otherwise agreed by the Parties, this Fee/ compensation is inclusive of all applicable taxes and duties but excluding GST. Additionally, GST as applicable shall be payable by Clients with every invoice.

(b) However, the payment of the said Compensation/Fee shall be subject to deduction of TDS or withholding tax as may be applicable and at rates as may be prescribed under the Income Tax Act 1961.

(c) In case of introduction of any applicable new taxes by the statutory authorities, during the course and pendency of this contract or related to this contract, such taxes shall be borne by the client.

E. Escalation

The Professional fees mentioned in Exhibit C shall remain firm for the (no. of months) months from the date of signing of this agreement. Post the time period of (no. of months) months from the date of signing of this agreement, escalation of (%) fees per year for the balance work will be charged with all other terms and conditions unchanged.

F. Additional services

(a) Upon recognising a need to perform Additional Services, either the Architect or the Client shall promptly notify the other explaining the facts and circumstances in writing.

(b) The Architect and the Client acknowledge that the need for Additional Services may arise for reasons that include, but are not limited to:

- Changes to the Client's program of requirements,
- Enactment of revisions in codes, laws, or regulations
- Changes to the Project size, scope, quality, or complexity,
- Changes to the Client's Construction Budget,
- Changes to the Client's schedule, including the anticipated dates for construction as stated in the agreement
- Changes to the project delivery method or the form of Construction Contract
- Client instructions that are inconsistent with instructions or written approvals previously given by the Client,
- The Client's failure to render decisions in a timely manner,
- The enactment of new or revised statutes, regulations, codes, or by-laws,
- Information provided by the Client, Consultants, or other third parties engaged by the Client that differs materially from actual conditions,
- Interpretations by authorities having jurisdiction that differ from the Architect's interpretations of statutes, regulations, codes or by-laws, which differences the Architect could not have reasonably anticipated,
- Acceptance of Constructor proposed substitutions that require revisions to the Construction Documents,
- An unreasonable number or complexity of Constructor claims, requests for information (RFIs) or proposed substitutions,
- Replacement of work damaged or destroyed during construction by fire, flood, or other cause,
- Major defects or deficiencies in the Work or default by either the Client or the Constructor under a Construction Contract, and
- Dispute resolution proceedings arising out of the Construction Contract.
- In case of selected products becoming unavailable for reasons beyond the control of the architects, and resulting in re-selection of an entire group of items, then charges for such extra efforts are applicable

(c) The Architect shall perform Additional Services upon receipt of written authorization in the form of Addendum/Variation Order issued by the Client to the Architect to enable the Architect to proceed with such rework.

(d) Additional services, when authorized, shall be compensated as per a mutually agreed fee or as per the agreed person-hour rate chart.

G. Assignment

The Architect and Client shall only assign the benefit of the Contract/Agreement or any rights arising under it with the prior written consent of the other.

H. Sub - Contracting

The Architect shall Subcontract any part of service and shall intimate the Client of the same. of the

I. Novation

As per Section 62 of the Indian Contract/Agreement Act, in case both the Parties to this Agreement agree to substitute a new Agreement for it or to rescind it or alter it, the original Agreement need not be performed. However, the newly substituted Agreement should be valid, enforceable, have consideration and should be by the mutual written consent of the Parties. Primarily, it should fulfil the requirements of a valid Contract/Agreement.

J. Validity/Tenure

The validity/tenure of the agreement is for a period of (no. of years) years from the date of the agreement or from the date (Date) the Architect has commenced work, (Date) whichever is earlier.

K. Confidentiality /Non - Disclosure

The Parties acknowledge that the existence and the terms of this Agreement and any defined confidential (oral or written) information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

(a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure)

(b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities or

(c) is required to be disclosed by any Party to its team members regarding the task contemplated hereunder, provided that such team members shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, for which Party shall be held liable for breach of this Agreement. Such liability shall have a maximum limit of fees paid to date.

L. Copyright and License

(a) The Architect shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the services, and this clause generally asserts the Architect's moral right to be identified as the author of such work.

(b) No part of any design by the Architect may be registered by the Client without the written consent of the Architect.

(c) The Client shall have the license to copy and use of such drawings and documents for which the fees and other amounts appropriately due have been paid, only for purposes related to the construction of the project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extensions of the Project or any other project without the Architect's written consent.

(d) Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in pdf format only, unless an alternative format has agreed and set out in the Agreement.

(e) Copying or use of the drawings and documents by any other Client Appointment providing services to the Project shall be deemed to be permitted under sub-license granted by the Client, whether such drawings and documents were issues by the Client or on the client's behalf.

(f) The Client shall not use drawings and documents other than for the purpose of which they were prepared and provided by the Architect.

M. Protocol to Publish

For the mutual benefit and protection of the Client and the Client, authorizes the Architect to use the documents of the project judiciously and appropriately (drawings, photographs, videos etc.) for purposes of documentation and publication on various platforms such as awards magazine publications, portfolio, website etc. The wealth of Architect is the portfolio through which they are recognized and can build their practice. Both parties shall inform and give due credit while publishing relevant contributions and ensure proper adequate conduct of business.

N. Credits

The Client shall give Professional credit to the Architect in Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

O. Arbitration

All disputes arising out of this Agreement shall be referred to arbitration by the sole/Arbitrator (or Arbitrary Tribunal if needed) to be appointed by both the parties mutually in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in (Place). The arbitration proceedings shall be conducted in the English language. The decision of the Arbitrator shall be final and binding. Any award of the tribunal shall include the reasons for such awards. Each party shall bear its own cost and expenses of arbitration.

P. Jurisdiction

The Courts in (place) alone shall have exclusive jurisdiction to entertain, try and depose of all suits, applications and petitions arising out of Agreement in accordance with laws applicable in India.

Q. Termination of services

(a) If the Architect or the Client is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.

(b) The Client can terminate this contract by sending a notice in writing sent to the Architect. Upon receipt of such notice in writing, the Architect shall perform no further services, and the Client shall take measures to mitigate costs incurred by the Architect as a result of the suspension or termination.

(c) If the Client defaults in the performance of any of the Client's obligations under this contract, including but not limited to failure to make payments to the Architect when due, the Architect may suspend performance of the services or terminate this contract by notice in writing sent to the Client. The Architect shall not be liable for any delay or damages the Client may suffer as a result of such suspension or termination. The Architect's right to such suspension or termination shall be in addition to and not in substitution for any other rights the Architect may have under this contract or by law.

(d) If the Client terminates this contract despite no fault of the Architect, any curtailment of the professional services beyond the Schematic Design Stage shall make it obligatory for the client to pay at least 20% of the fee for the remaining Stage(s) of the curtailed work/ Services.

(e) On termination, the Architect shall handover to the Client all data and documents, drawings, designs, models and calculations and conclusions reached with respect to the Project, in both computer and printed formats, as are created, prepared, compiled or otherwise available with the Architect in respect of the Project.

(f) In case of termination by either party, the Client can engage another Architect to complete the work after duly paying the previous Architect and upon obtaining a No Objection Certificate from the previous Architect.

R. Suspension:

(a) The Client may suspend the work but not terminate the contract by giving written notice, a minimum of (xx) calendar days prior to the date of suspension. The (xx) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within (xx) calendar days of receipt of written notice from the Client to resume the work. The (xx) day notice may be waived if approved in writing by both parties. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Architect may terminate this contract upon providing notice in writing to the Client.

(b) If the Client suspends the work despite no fault of the Architect, on resumption of work, the Contract Period will be extended pro-rata, and the Architect shall be entitled to be paid for all the services performed and the reimbursable expenses incurred till the date of suspension plus any additional fee that the Architect may be entitled to. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Architect may terminate this contract upon providing notice in writing to the Client.

(c) If the Client has suspended the work due to the Architects failure to perform any of its obligations under this agreement. In this case, the Client will suspend all payments to the Architect provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Architect to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Architect of such notice of suspension.

S. Force Majeure

(a) Neither party shall be considered in default in the performance of its obligations hereunder by any cause which is not attributable to the fault or negligence, which is both not foreseeable and beyond the reasonable control, of such party and which materially, directly and adversely affects the performance of obligations of either Party (specifically excluding (i) causes that can be controlled by the reasonable expenditure of money in accordance with usual business practices, and (ii) general economic or market conditions) (Hereinafter called "Force Majeure").'Force Majeure' includes, but is not limited to, any of the following incidents, namely: fire, flood, earthquakes, storms, typhoons, explosions, the action of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes or storage, inability to obtain or shortage of material equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the governments or military authorities in any states or by other causes beyond its control of the party claiming Force Majeure.

(b) Force Majeure shall not include financial distress of either party or the inadequate or delayed performance by either party unless such circumstance has itself been caused by a Force Majeure incident. The burden of proving the existence and extent of a Force Majeure event shall rest with the Party claiming its performance to be so affected.

(c) Each Party shall, at all times, use all reasonable endeavours to minimize the delay in the performance of this Agreement as a result of Force Majeure.

(d) In case the Force Majeure conditions continue for a period of more than xx days, and in the opinion of the Client, the obligations under this Agreement are incapable of being performed on either side, the Client shall, at its sole discretion, have the right to terminate this Agreement.

T. Extension of Time for Completion

The Architect shall be entitled to submit a written request for extension of time, in case of any extra or additional Services, that is not mentioned in the Scope of Services or any delay on account of 'Force Majeure' as defined, or delay due to any other special circumstances other than due to the default of the Architect. The client, at his sole discretion, grants such extension of time.

U. Liquidated Damages

(a) Liquidated Damages for error/variation
In case any error or variation is detected in the reports submitted by the Architect and such error or variation is the result of negligence or lack of due diligence on the part of the Architect, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Architect by way of deemed liquidated damages, subject up to a maximum of (x) % of the Agreement Value/up to the fees paid till date to the Architect.

(b) Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to (x) % of the Agreement Value per week, subject to a maximum of (x) % of the Agreement Value/fees paid till date, will be imposed. However, in case of delay due to reasons beyond the control of the Consultant, a suitable extension of time shall be granted without any escalation or damages.
Any such total aggregate liability will be limited maximum up to fees paid to the Architect to date.

V. Indemnification

The Architect shall indemnify and keep indemnified and hold harmless the Client for any and all losses, demands or claims that may be suffered by the Client on account of the following:

(a) The Services, or any defect, deficiency or inadequacy in the Services provided by the Architect to the Client.

(b) Breach by Architect of any representation, warranty, covenant, or performance obligations under this Agreement.

(c) Any claim or demand made by any person or entity working for or under the Architect.

(d) Any claim arising from the failure of the Architect to comply with.

(e) With any statutory regulations governing the services required to be provided by the Architect

W. Professional Liability Insurance

The Architect will provide a Professional Liability Insurance (PLI) for a sum not more than 1 (One) time the value of this Agreement to indemnify the Client for any deficiencies/ inadequacies in the services

rendered by the Architect for a period of (no.) months from the effective date of this Agreement or as per applicable law whichever is longer.

(a) Unless the Client arranges and pays for project-specific professional liability insurance, the Architect shall carry professional liability insurance under a policy that has limits not less than Contract/Agreement value.

(b) The Architect shall carry general liability insurance under a policy with limits not less than XXXX, from the date of commencement of the Services until one year after the virtual or official completion date of the project.

(c) The Architect shall require all associate consultants engaged by the Architect to carry insurance.

(d) Upon request, insurance policies of the Architect and of the consultants engaged by the Architect shall be available for the Client's inspection.

X. Limitation of Liability

(a) The Architect shall be liable for all claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual/ employee assigned by the Architect for the performance of the Services under this Agreement and/ or for any loss and/or damage caused to the property of the Client.

(b) The liability of the Architect and the Client with respect to any claims against each other in the Agreement shall be limited to direct damages only, and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party. Any such total aggregate liability will be limited maximum up to fees paid to the Architect to date.

Y. Statutory obligation

The Architect agrees that he will comply with all the laws/regulations and statutory compliance in conformity mentioned in the Agreement.

Z. Conflict of Interest

The Architect represents that there is no business, professional, personal or other interest, including but not limited to the representation of other clients that would conflict in any manner with the performance of his obligation under this agreement.

AA. Relationship

The Architect shall at all times act as and be deemed to be an independent Architect for all purposes of this Agreement, and this Agreement does not confer and shall not be construed to create any principal-agent or employer-employee relationship between the Parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party (or any of its Affiliates) in any manner. The Architect shall not perform any act nor make any representation to any third party to the effect that the Architect or any of its agents, representatives, or employees are the agents of the Client.

BB. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement,

or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

CC. No Waiver

The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

DD. Modifications

No modification or amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorised representatives of both parties.

EE. Notices

All consents, notices, demands or other communications required to be given or made hereunder shall be in the English language, in writing and delivered personally or sent by regular email or by prepaid registered post-A/D addressed to the intended recipient thereof at its address as mentioned in the title of this Agreement or to such address as any Party may, from time to time, notify to the other Parties.

DD. Survival

Survival of the parties' obligation under the section of confidentiality obligation, non-compete obligation and effect of termination shall survive the expiry or termination of this agreement.

EE. Non – Solicitation

Neither Party shall offer employment to any employee/s of the other Party during the term of this Agreement or during the period of xx years after the expiry of this Agreement, without the prior written consent of the other Party.

FF. Undertaking by the Architect

By executing this Agreement, the Architect declares that they have the legal capacity to execute this Agreement and that there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State of Central Government Department or other local bodies or authorities in any manner affecting the services required to be provided by the Architect.

GG. Communication

(a) All communication between the Parties shall be channelized through their appointed representatives or their authorised nominees.

(b) Coordination is the responsibility of the Architect, and the Client will not co-ordinate on its behalf but extend all cooperation to ensure smooth coordination for the project. However, the Architect shall keep the Client informed and in the loop for all communications and correspondence.

(c) All communications from the Architect shall be done through a single project manager appointed by the Architect for the project. The Client shall similarly appoint a Project in charge who will be a one-point contact to the Architect.

(d) Normally, all communication should be in electronic format as far as possible, except in the case of drawings. The flow of Approved for Construction (AFC) or Good for Construction (GFC) drawings (hereinafter referred to as GFC drawings) is elaborated in EXHIBIT x Flow of GFC Drawings

HH. Compliance with Law

(a) The Architect shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority having or asserting jurisdiction over the subject matter hereof, which shall be limited to the employees under the payroll of the Architect.

(b) The Architect shall at all times keep all workmen and staff working at the site insured against all possible risks. The Architect, while executing the Scope of Work, shall comply with all the terms and conditions of the Site Safety Policy and Site Safety Manual of the Client. In the event of failure of the Architect to comply with the site's health & safety requirements, the Architect shall be solely responsible for any incident or mishap that may occur on the Project site. The Architect has agreed that no action will be taken that would be illegal or in violation of these applicable laws, rules, ordinances, regulations, executive orders and/or policies.

II. Client's Property

Anything supplied by or paid for by the Client for the use of the Architect shall be the property of the Client and, where practicable, shall be so marked.

JJ. Rights and Liabilities of Parties

Each party hereby expressly agrees and acknowledges that each party shall not be liable to the other party for any kind of indirect, consequential, punitive, and special damages that occurred due to the third party.

KK. Standard of Care

In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of consultant's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require the consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

LL. Prevention of Corruption

Both parties must at all times comply with all applicable laws relating to anti- bribery, anti-corruption, and improper payments, including but not limited to the Criminal Code act. Both the parties certify that to the best of their respective knowledge, none of its employees, representatives, or agents has made, donation or offered to make or agreed to make any loan, gift or other payment, directly or indirectly, whether in cash or in-kind, to or for the personal benefit of the employees of the other party, or its affiliates or any other person or third party by whatsoever name called to obtain this Agreement or in connection with execution or performance of this Agreement/Services.

MM. Exclusions

(a) Specialised consultants such as façade, vertical transportation, lighting, kitchen, traffic, project management, facility management consultants and any other specialised sub-consultants appointed by the Client other than the sub-consultants engaged by the Architect as per Exhibit- F.

(b) Surveying of site, taking size, location and invert levels, sub-soil investigation & Foundation recommendation etc., for existing utilities & ground water survey.

(c) Additional 3D renders physical model & marketing collaterals. Additional computer-generated views, walk-through(s), models, 3D renderings agreed in the deliverables mentioned in Exhibit B –Schedule of services of this agreement for marketing purposes and Preparation/Printing of Brochures

(d) Additional copies of drawings: Additional copies of drawings over and above the copies mentioned in the deliverables at a mutually agreed rate.

(e) Peer Review/Third Party Audit: cost towards peer review/any third-party assessment/audit etc., if any, is required to be conducted.

(f) Any sort of elaborate administrative non-Architect related work.

(g) Legal and finance-related matters.

EXHIBIT 8E - CLIENT'S RESPONSIBILITY

The Client shall be responsible for providing the following information sufficiently in advance

A. Legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

B. Subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

C. Detail Design Brief with amenities, detail area matrix and a well-compiled Design Program with other services required.

E. Timely written approval or 'sign-off on the deliverables at each stage to enable the Architect to proceed to the next stage.

F. Honour Architect's bills and give timely payments to the Architects.

G. Speedy approval(s)/decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/ applicable.

H. Approved Communication/Authorisation Protocol.

I. Essential liaising information and obtaining statutory approvals from Statutory authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

J. Scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

K. Socio-economic issues such as safety, security and political issues etc.

EXHIBIT 8F - LIST OF SUB-CONSULTANTS ENGAGED BY THE ARCHITECT

A. Structural
B. Mechanical
C. Electrical
D. Plumbing Fire Fighting
E. Liaising for obtaining statutory approvals.

Note:
This list of Sub-consultants can be modified by the Architect as per the requirement of the project.

EXHIBIT 8G - RESPONSIBILITY MATRIX

	Phase/Task	Architect	Client
A	**Concept Design Phase**		
1	Detail Design Program	S	P
2	Statutory Requirements	P	J
3	Zoning Analysis & Activity Distribution	P	I
4	Code Analysis NBC/IBC	P	I
5	Code Analysis (Mumbai DCR)	P	I
6	Massing Studies	P	I
7	Area Tabulation/FSI	P	A
8	Typical floor plans, sections, elevations	P	I
9	Conceptual Outline specification	P	I
10	Project Management/Schedule	V	P
11	Green building coordination	P	I
12	Coordination with sub-consultant	P	I
13	Clients Review - Approval	I	P
14	Concept Design Report	P	A
B	**Schematic Design Phase**		
1	Zoning Analysis & Activity Distribution	P	I
2	Code Analysis NBC/IBC	P	I
3	Code Analysis (Mumbai DCR)	P	I
4	Massing Studies	P	I
5	Area Tabulation/FSI	P	A
6	Typical floor plans, sections, elevations	P	I
7	General Arrangement Drawing	P	I
8	Generic outline specification	P	I
9	Green building coordination	P	I
10	Broad Cost Estimate	V	P
11	Budget	I	P
12	Project Management/Schedule	I	P
13	Value Engineering	P	A
14	Coordination with sub-consultant	P	I
15	Clients Review - Approval	I	P
16	Schematic Design Report	P	A
C	**Statutory Phase**		
1	MCGM Statutory Requirements	P	I
2	Allied Statutory Requirements	P	I
3	MOEF , HRC etc.	P	I
D	**Detail Design Phase**		
1	Code Analysis NBC/IBC	P	I
2	Code Analysis (Mumbai DCR)	P	I
3	Detail Massing	P	A
4	Area Tabulation/FSI	P	A
5	Detail floor plans, sections, elevations in CAD format	P	A
6	General Arrangement Drawing	P	A
7	Detail Outline specification	P	A
8	Green Building coordination	P	I
9	Detail Cost Estimate	V	P
10	Detail Budget	I	P
11	Detail Project Management/Schedule	I	P
12	Value Engineering	P	A
13	Coordination with sub-consultant	P	I
14	Clients Review - Approval	I	P
15	Detail Design Report	P	A
E	**Construction Documentation**		
1	GFC Drawings	P	A
2	Cost/Budget Control	I	P
3	Project Scheduling	I	P
4	Coordination with sub-consultant	P	I
5	Clients Review - Approval	I	P
6	Construction Documentation Report	P	A

F	Tender		
1	Preparation of Tender Drawings	P	A
2	Detail Specification	P	A
3	BOQ	P	A
4	Tender Preparation & Bid Process	S	P
G	**Construction Administration**		
1	Shop Drawing and Submittal Review	P	V
2	Mock-Ups Evaluation	P	V
3	RFI's/Change Orders	P	I
4	Cost/Budget Control	I	P
5	Schedule Control	I	P
6	Quality Control	V	P
7	Punch List	V	P
8	Coordination with sub-consultant	P	S
9	Close-Out/As-Built Drawings	P	S
10	Client's Review/Approval	I	P

P Primary Responsibility V Validate A Approval
S Secondary Responsibility J Jointly I For Information

3.17.9. EXHIBIT 9 – COMPREHENSIVE CONSULTANCY AGREEMENT – AREA BASIS

TABLE OF CONTENTS

Comprehensive Architectural Consultancy Services Agreement 154

Exhibit 9A - Project Understanding 157

Exhibit 9B - Schedule of Services 157

Exhibit 9C - Professional Fees & Schedule of Payment 165

Exhibit 9D - Terms & Conditions 167

Exhibit 9E - Client's Responsibility 178

Exhibit 9F - List of Sub-consultants engaged by the Architect 179

Exhibit 9G - Responsibility Matrix 180

COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT

THIS COMPREHENSIVE ARCHITECTURAL CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (Date) day of (Month), (Year)

By and between:
(Client's Company Name)., a company incorporated under the provisions of the Indian Companies Act, 1866, having its registered office at (Address) and corporate office (Address)/or Trust/ Society/Individual/ (any entity as the case may be), hereinafter referred to as the "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the FIRST PART;

and
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/ Partnership/ LLP. etc.) having COA No. (COA No.) and having his office (Address), hereinafter referred to as "Architect" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Where as:

A. The Client intends to develop its land parcels, situated at (Plot number and address) and intends to appoint Architect(s) to provide Comprehensive Architectural Consultancy Services for the development.

B. The Architect(s) is in the profession of providing Architectural Consultancy Services.

C. The Architect's firm has established that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

D. On the basis of the above representation of the Architect(s) and subsequent discussions, deliberations and negotiations, the Client has requested the Architect(s)to perform the duties herein after mentioned in respect to Comprehensive Architectural Consultancy Services for the Project. The Architect(s) accepts the appointment on the Terms and Conditions, Professional Fees and Scope of Work as set for the below:

Now this agreement witnesseth as follows:

1.0 DEFINITION OF TERMS

In this Agreement (including the recitals and the Schedule), the following terms, to the extent not inconsistent with the context thereof, shall have the meaning as defined below:

1.1 Architect - shall mean the Architectural Consultant independently appointed by the Client to provide Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Fighting design services and providing Liasoning Consultancy services for obtaining statutory approvals from relevant statutory authorities in relation to the Project.

1.2 Client - shall mean the 'entity, individual or an organization commissioning and funding the project, directly or indirectly and desires to avail the services of an Architect.

1.3 Project - shall mean the project as defined in "Exhibit A - Project Understanding" (Site Plan, Project Information) for which the Services are to be provided by the Architect.

1.4 Services - Services means the professional services identified in Exhibit B - Schedule of Services" which are performed by the Architect, Architect's employees, and the Sub-consultants engaged by the Architect, which is listed in Exhibit F.

1.5 Specialised Sub-consultants - shall mean sub-consultants other than those engaged by the Architect as mentioned above in 1.4 and other Consultants such as Facility Management Consultants, Project Management Consultants etc.

1.6 Additional Services - Additional Services are the services/works that are not included in Services mentioned in 1.4 In case the Client intends to avail Additional Services, the Client will provide written authorisation in the form of Addendum/Variation Order to the Architect, for which the Architect will be entitled to mutually agreed on Additional fees.

1.7 Addendum/Variation Order - is a written authorisation issued to the Architect by the Client for the Architect to perform Additional Services. An Addendum/Variation Order forms a part of the Agreement.

1.8 Effective Date - shall mean the date of execution of this Agreement.

2.0 SERVICES

Architect shall perform Comprehensive Architectural Consultancy Services and shall create, deliver such items as defined and included in the Schedule of Services, annexed as Exhibit B based on the Project Understanding annexed as Exhibit A.

3.0 COMPENSATION/PROFESSIONAL FEE

Professional Fees payable to the Architect by the Client and the Schedule of Payment is annexed as Exhibit C.

4.0 TERMS OF CONTRACT

The Terms & Conditions of the Agreement are annexed as Exhibit D, and Client's Responsibilities are annexed as Exhibit E.

5.0 NOTICE AND REQUEST

Any notice or request to be given by either party or the other shall be given in writing at the address set out below.

For Client

Name	:
Designation	:
Contact number	:
Email	:
Client's Firm Name & Address	:

For Architect

Name :
Designation :
Contact number :
Email :
Architect's Firm Name & Address :

Enclosed:

1. **Exhibit A –** Project Understanding
2. **Exhibit B –** Schedule of Services
3. **Exhibit C-** Professional Fees & Schedule of Payment
4. **Exhibit D –**Terms & Conditions
5. **Exhibit E –** Client's Responsibility
6. **Exhibit F –** List of Sub-consultants engaged by the Architect
7. **Exhibit G –** Responsibility Matrix

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate at (Place) on the day and year hereinabove mentioned.

SIGNED AND DELIVERED	**SIGNED AND DELIVERED**
For Client	For Architect:
Name:	Name:
Designation:	Designation:
Client's Firm Name & Address:	Architect's Firm Name & Address
Round seal	Round seal with COA Registration Number
(Authorised Signatory)	(Authorised Signatory)
Witness:	Witness:
.....	.....

EXHIBIT 9A - PROJECT UNDERSTANDING

Client's vision and the Area Matrix to be added

The brief can consist of the Client's programs encompassing

A. Size, plinth area of project, land area, location co-ordinates
B. Height, number of levels etc.
C. Indication of phasing up of project (one, two or three)
D. Estimated Project Cost
E. Any other detail that is relevant to understand the Scope of the Architect's services or that of the Client's acceptance.

EXHIBIT 9B - SCHEDULE OF SERVICES

The Schedule of Services to be performed and be successfully completed by the Architect in accordance with this Agreement shall include the following detailed stage activities and stage-wise deliverables.

Comprehensive Design (Core & Shell) - Civil finishes for the typical lobby and typical floor only

A. Concept Design
B. Schematic Design
C. Statutory Approvals
D. Detail Design
E. Construction Document
F. Tender
G. Construction Administration
H. Project Close-Out

The detailed stage-wise Scope of Work of Architect along with the deliverables is as under:

A. Concept Design:

Architect's activities are described as follows:

(a) Review Client's requirements and program, discuss, advise and finalise the design requirements. The Architect holds detailed discussions with the Client and records the meeting as a basis for furtherance. The Architect inspects the site and advises the Client on the site survey, soil investigation and other rudimentary elements.

(b) Prepare the site plan, floor plans and profile section.

(c) Prepare the area statement for gross building, floor areas, common areas.

(d) Coordinate with other specialised consultants (if any, as required.

(e) Prepare coordinated GA drawing with the applicable statutory code & regulations and optimise FSI consumption for obtaining Statutory approvals.

(f) Assist the Client in obtaining Statutory approvals from local Statutory authorities.

(g) Prepare a broad Project Cost Estimate based on the GA drawings.

(h) Prepare studies of Alternative Structural Systems

(i) Prepare Preliminary Options of material quantities for each Structural System.

(j) Selection of Structural systems

(k) Establishing design guidelines for air-conditioning such as temperature, humidity and cleanliness level in each of the conditioned, heat recoveries and energy conservation (if applicable)

(l) Establishment requirements for ventilation and exhaust systems.

(m) Establishment of water demand and source of water, water treatment, storage and distribution.

(n) Preliminary concept on sanitary and drainage systems, including stormwater drainage and rainwater harvesting for site level and individual buildings.

(o) Water treatment and sewage treatment.

(p) Establishing guidelines for fire detection and firefighting systems in line with fire authority's approval for site level and individual buildings.

(q) Establishing preliminary electrical loads and maximum demand within the building envelope and site level.

(r) Segregation between emergency/non-emergency loads.

(s) Provision of alternative power backup system.

(t) Consideration to make use of solar power energy in line with Green Building requirements.

(u) Basic riser diagrams for all services explaining the basis of design.

(v) Details calculation for each MEPF discipline

The deliverable for this Stage is as follows:

(a) Site Layout Plan: (line diagram)
- Complete site plan of the Project showing the location of the building, roads and broad landscaping elements and show levels relative to TBM or AMSL
- Proposed and existing utilities (if any)

(b) Preliminary Building Plan: (line diagram)
- Plans of all floors showing Preliminary structural system, vertical transportation elements,
- Core elements, vertical shafts, floor elevations
- Key dimensions, modular grid sizes and overall dimensions
- Preliminary Area summary, statement of gross building, floors, common areas,
- Spatial planning for MEP related services OHT, UGT, STP.
- Load Calculations
- Design Framing schemes
- Daylight and energy summary
- Preliminary energy efficiency strategies
- Environmental study to determine heat loads

(c) Building Sections: (line diagram)
- Schematic sections.
- Floor to floor heights
- Typical end wall sections incorporating mean sizes

(d) Building Elevations (Line diagram)

(e) Share the Preliminary FSI statistics with the Client.

(f) Design-Based Report (DBR)

(g) Broad Project Cost Estimate on a thumb rule basis

(h) General Arrangement drawings for obtaining Statutory Approvals

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

B. Schematic Design:

Architect's activities are described as follows:

(a) Review Client's comments and requirements (if any) incorporate them in the drawings and issue 'Revised Drawings' with levels relating to TBM.

(b) Coordinate with other specialised sub-consultants (if any), as required

(c) Prepare the site plan and typical floor plan. Prepare coordinated GA drawings and define outline specifications with identification of key materials.

(d) Optimise the FSI consumption

(e) Prepare the area statements for gross building, floor areas, common areas and provide an analytical statement justifying the plan.

(f) Prepare revised Project Cost Estimate based on the set of Schematic drawings.

(g) Prepare Preliminary calculations for framing and foundation systems

(h) Prepare Floor framing plans of primary floors

(i) Prepare foundation and sub grade level schematic plans.

(j) Prepare Preliminary analysis and layout of the lateral system.

(k) Prepare Preliminary foundation analysis and study of alternates based upon recommendations from the geotechnical consultants.

(l) Provide Structural Criteria for Geotechnical Consultant.

(m) Finalize the basic framing of the building, structural analysis model & foundation system. To decide the construction methodology such as entire building in RCC or core in RCC and balance in structural steel alternative studies for both options to be prepared in joint consultation and to be presented to Company to select final system. This will be based on the overall approximate costing of structural (block estimate), contractibility, time schedule.

(n) Provide the comprehensive HVAC/Ventilation, electrical load calculations/requirements and computation for total water requirement/Water balance statement.

(o) Prepare the preliminary drawings indicating all the external services (within the plot area); size and location of plant rooms, ventilation fan rooms; substation; water tanks, pump room, firefighting pump room, water treatment plant, and sewage treatment plant.

The deliverables for this stage are divided into 2 Parts:

Part 1: Schematic Design (SD 1)
The deliverables for Part 1: Schematic Design (SD 1) are as follows:
(a) Preliminary Building Plan:
- All floor plans showing structure system, vertical transportation elements
- MEP (High side & Low side) areas, Core elements, vertical shafts, interior partitions, floor elevations
- Key dimensions, modular grid sizes, overall dimension
- Preliminary finishes schedule including alternate materials (if required by client)
- Area summary includes spatial planning for MEP related services OHT, UGT, STP etc.

(b) Roof Plans.

(c) Building Sections:
- Sections through buildings
- Floor to floor heights
- Typical end wall sections with beam sizes

Part 2: Schematic Design (SD 2)
The deliverables for Part 2: Schematic Design (SD 2) are as follows:
(a) Building Elevations:
- Major elevations
- All materials called out in notes (preliminary)
- Floor lines
- Overall dimensions
- Setbacks and overhangs

(b) Schematic Details:
- Preliminary wall sections at building perimeter
- Standard joineries & hardware details
- Partial elevations indicating materials specifications.
- Progress Coordinated framing plans
- Analysis of various structural framing systems

(c) Revised Project Cost Estimate

(d) Illustrative Documents:
- 'Illustrative sketch design in soft format to illustrate the design intent.
- Coordinate with 3D visualiser & model maker for Client's marketing collaterals.
- Architectural Exterior Finish Board colours, materials and finishes (preliminary)
- Civil Floor Finish plans: furniture layout (only for typical floors)

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

C. Statutory Approvals:
Architect's activities are described as follows:
(a) Prepare drawings with respect to Development Control Rules and ensure compliance with codes, standards and legislation, as applicable and assist Client in obtaining the statutory approvals.

(b) Assist Client in documentation, preparation of the application, filing with authorities for obtaining the necessary permissions, NOCs from various concerned departments of Local Statutory Authorities with respect to the proposed development.

(c) Advise Client for appointment of specialised liasoning consultants such as licensed plumber etc., for obtaining the permissions, sanctions and NOCs from various allied Local Statutory departments.

The deliverable for this stage is as follows:
(a). Duly signed documentation and drawings at various stages of the project.

D. Detail Design Development:
Architect's activities are described as follows:
(a) Prepare architectural Detail Design Development drawings and detailed coordinated drawings, large-scale details, elevation, and sections in coordination with necessary specialised sub-consultant (if any), required at this stage.

(b) Prepare parking plans, floor plans and services plans.

(c) Prepare and submit a master schedule of standard civil finishes.

(d) Prepare and finalise structural calculations.

(e) Develop floor framing plans for typical and non-typical floors.

(f) Prepare Foundation and sub-grade level plans.

(g) Develop lateral system and preparation of the respective elevations.

(h) Identify size and location of Electrical Substation and layout shall be provided by supplier company, HT/LT panel room, electrical distribution system with metering scheme comprising of panels, distribution boards, bus-ducts, cables & cable trays layout, lighting with circuiting based on approved plans and convenience power, DG room layout along with panel details, earthing & lightning protection system.

(i) Prepare layout & schematics for Low Voltage systems such as Security systems, BMS, Voice & data, automation and video door phones. Prepare (Plumbing & Fire Fighting) Water tanks & Pump Room Layout; Sewage & Stormwater disposal piping, Fire Fighting room layouts, Wastewater disposal, sewage treatment system and water treatment system, fire detection & firefighting system layouts

The deliverables for this Stage are as follows:
The deliverables for this stage are divided into 3 parts:

Part 1: Design Development (DD 1)
The deliverables for Part 1: Design Development (DD 1) are as follows:
(a) Plans:
- All level floor plans including podiums and basements with levels, dimensions, structural bay system, internal partitions integrated with Structural, MEPF & other details
- Coordinated Architectural drawings incorporating Mechanical, Electrical, Plumbing & Firefighting (MEPF) Structural and other specialised engineering consultancy services (if any), details such as major mechanical/electrical systems determined, and their inputs incorporated in the plans including louvres and utility entrances and show shaft openings & cut-outs as required by the MEPF consultant.
- Structure & MEPF coordinated colour-coded plans including pipes, ducts, chambers, areaways and utility entrances and plumbing fixtures marking on the plans.
- Building cores (stairs, elevators, toilets, shafts)
- Roof plan showing roof assembly system, slopes & coordinated rooftop service details
- Detail area statement

Part 2: Design Development (DD 2)
The deliverables for Part 2: Design Development (DD 2) are as follows:
(a) Sections:
- Building sections; longitudinal and transverse at appropriate scales; minimum 1:200
- Identify column lines, feature openings and relationships between floors, ceilings, structure and mechanical systems
- Detail design and drawing of foundation plans
- Detail design and drawing of core area and exterior walls
- Sections showing finished grades around the building
- Typical end wall sections
- General profiles and floor to floor heights
- Drawings of systems & structural elements.
- Detailed design & drawings of all MEPF services
- Door, window schedule for all door & window types

(b) Building Elevations:
- External elevations including elevation features, materials and large-scale elevations of most typical conditions.
- Elevations including roof structures and location of all doors & windows
- Marking of columns, girds, expansion joints and major panel joints
- Detailed elevations at a larger scale as necessary to explain design intent, finishes
- Design Intent details of most typical exterior wall types.

Part 3: Design Development (DD 3)
The deliverables for Part 3: Design Development (DD 3) are as follows:
(a) Standard Details & Schedules:
- Project Specifications (Architectural)
- Area Calculations
- Bill of quantities (Blank) (the specification, excluding the quantity)
- Detailed Toilet Layout in 1:50, including sanitaryware, faucets & Accessories.
- Deck/Balcony, Balcony railing or glazing
- Ramp detail including Stormwater drains & sumps.
- Facade cladding, if any, Architectural features Louvers, Doors & Windows etc., relating to civil works.
- Floor paviour patterns & Tile module drawings for all areas, including rest rooms (toilets)
- Kitchen detail showing floor gratings, Hoods etc., as per MEP or Facilities consultant.
- Staircase, Staircase railing detail
- Entrance canopy detail
- Working drawings relating to entire civil finishes interior spaces
- MEP, High side & low side including electrical rooms, pump rooms, AHU, TFA units etc.
- Detailed drawings showing waterproof elements, including specification (and method statement) for all areas.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

E. Construction Document:
Architect's activities are described as follows:
(a) Prepare and issue final coordinated drawings related to civil and structure.

(b) Attend periodic coordination meetings as per schedule for design inputs/clarifications.

The deliverables for this stage are divided into 4 parts:

Part 1: Construction Document (CD 1)
(a) The deliverables for Part 1: Construction Document (CD 1) are as follows: Coordinated GFC drawings of all level floor plans of the building

(b) Parking level, Lobby and typical floor plans, Partial floor plans as necessary
(c) Building sections, Site sections

Part 2: Construction Document (CD 2)
(a) The deliverables for Part 2: Construction Document (CD 2) are as follows: External development, compound wall, civil structures for water bodies & services.

(b) Core Plans (indicating the MEP space allocation for machine rooms, shafts and closets (scale approx. 1:50)

(c) Building elevations (external elevations including materials and large-scale elevations of typical conditions) and construction details of facade elements

Part 3: Construction Document (CD 3)
The deliverables for Part 3: Construction Document (CD 3) are as follows:
(a) Finishing details of exterior wall types, finishing drawings and detail for a typical unit, common areas.

Part 4: Construction Document (CD 4)
The deliverables for Part 4: Construction Document (CD 4) are as follows:
(a) Details (Typical key exterior wall details, trellises, window profiles, parapets, a/c screen, canopies, and architectural features, door and window schedules)

(b) Riser diagrams for Mechanical, Electrical, Plumbing and Fire Detection & Fighting.

(c) Drawings & Information on Mechanical, Plumbing, Electrical Installation, Fire Detection and Fire Fighting,

(d) Drawings will indicate levels, materials & architectural details for internal and external areas.

(e) Coordinated GFC drawings duly signed and stamped with an appropriate drawing numbering system, date and revisions marked.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

F. Tender Stage:

Architect's activities are described as follows:

(a) Prepare Tender drawings, specifications and schedule of quantities sufficient to prepare an estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

(b) Prepare Detail BOQ and Detailed Cost Estimate based on prevailing rate/DSR plinth area basis/Fair Market Price.

(c) Attend clarification meetings and pre-bid meetings.

(d) Prepare techno commercial comparison and assist the Client for Award of Contract.

The deliverables for this stage are:

(a) Comprehensive Tender package

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

G. Construction Administration Stage:

Architect's activities are described as follows:

(a) Advise Client on the quality of the work.

(b) Prepare and edit Specifications for the Primary Structural System.

(c) Approve shop drawings submitted by the contractors.

(d) Give predetermined periodic supervision & inspection as may be necessary to ensure that works that are being executed are in general accordance with the approved design.

(e) Attend predetermined periodic site coordination meetings with the main contractor, project consultants, project engineers to achieve efficiency and quality execution.

(f) Provide clarifications to the RFI (Request for Information) as well as interpretation of the drawings and specifications.

(g) Check and approve samples on-site.

(h) Review, approve and validate Technical Submittals such as Materials, Method Statements, calculations, Test Reports.

(i) Ensure that MEPF installation work is as per the design and technical/performance specification and verify work progress with respect to the completion schedule

(j) Assist is Testing and Inspection

The deliverables for this Stage are as follows:

(a) Approval of shop drawings (One set only)

(b) Approval of samples/Mock-ups

(c) Selection & inspection of finishing materials onsite & offsite

(d) Review, approve and validate Technical Submittals such as Materials, Method Statements, calculations, Test Reports.

Client to sign-off on Architect's deliverables of this stage with a date (with comments, if any)

H. Close-Out Stage: Stage:

Architect's activities are described as follows:

(a) Based on the as-built drawings and documents submitted by the contractor, the Architect will submit the architectural set of Record drawings

(b) Assist the Company in getting Maintenance manuals from Contractors

(c) Assist in getting guarantees/warranties from Contractors.

(d) Issue Structural certificate of the Stability and completion in the prescribed format.

The deliverables for this Stage are as follows:

(a) Architectural set of as-built drawings

(b) Structural Stability Certificate in the prescribed format.

(c) Check, review and approve Operation & Maintenance Manual submitted by contractors/vendors.

(d) Verify commissioning report submitted by the contractors

Note:

All the deliverables will be submitted in the following format:

(a) All drawings in A1 or Arch D/A2 or Arch C/A3 size - 3nos. Hard copies & soft copies in PDF & Auto CAD.

(b) All Reports/Documents in A4/A3 size - 1no. hard copy & soft copy in PDF.

EXHIBIT 9C - PROFESSIONAL FEES & SCHEDULE OF PAYMENT

A. Professional Fees

Sr. No.	Description	Rate on Gross Cost of Construction (GCC)
1	Comprehensive Architectural Consultancy	
a.	Prime Areas	
b.	Support and Service Areas	

Note:

(a) Additionally, GST as applicable shall be payable by Clients with every invoice.

For the purpose of calculating the Professional fees, the Gross Construction Area shall include Prime Areas:

(a) Outer to outer dimension of the 'Core & Shell' of the building which consists of all occupied areas, functional areas, inner & outer walls, toilet, staircases, balconies, entrance lobbies, Service floor & areas, refuge areas, other circulation areas, recreational areas, facade (plan area). This will also include all BOH & service areas such as the Facility Manager cabin, BMS control room, etc., at podium, ground & basement levels and swimming pool if any.

(b) Ancillary structures such as security cabins, service buildings etc.

(c) Entire central core including entire staircase and lift core within the structure at all levels which includes habitable, service, basement, parking and podiums floors.

(d) Open to sky, topmost and all terraces, intermediate terraces, all podium tops and top of the basement on the ground level, when extensively designed with landscape and services etc., will be charged at 100% while these areas without landscape and services will be charged at 50%. Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(e) Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(f) All voids like shafts, lift wells will be excluded.

B. Support & Service Areas:

The Gross Construction Area shall include

(a) Outer to outer dimension of the 'Core & Shell' of all non-occupied and car parking areas at basement and podium levels, which shall include services areas such M & E equipment's areas.

(b) All voids like shafts, lift wells will be excluded.

C. Person-Hour Rates

In case of Additional work, the Person-Hour charges shall be as under.

Particulars	Person-hour rate in ₹
Founding Principal	
Sr. Associate	
Associate	
Project Manager	
Sr. Project Architect	
Project Architect	
Project Assistant	
Draftsperson	

D. Per Diem Charges

Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable for the day of meetings

Principal Architect: ₹...../ per day

Architects & Engineers: ₹...../ per day

E. Schedule of Payment

The schedule of payment of "Professional Fees" shall be in accordance with the stages mentioned hereunder: The stage-wise payments will be claimed by the Architect in accordance with the submission of deliverables mentioned in Exhibit B - Schedule of Services.

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Close-Out (on Pro-rata basis)**	5%	100%

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/ Project requirement.

EXHIBIT 9D - TERMS & CONDITIONS

A. General Interpretation

(a) The provision of the agreement continues to bind the Client and the Architect as long as it is necessary to give effect to the Parties respective rights and obligations.

(b) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Architect. The Architect, subject to this Agreement, has complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

(c) Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

(d) Words importing the singular only shall also include the plural and vice versa where the context so requires. In this Agreement, the Client and the Architect are collectively referred to as "Parties" and individually as "Party".

(e) Words importing the male gender shall also include the female and neuter gender and vice versa.

(f) The marginal words and Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

(g) Annexures and Attachments to this Agreement form an integral part of this Agreement.

(h) This Agreement superseded any previous arrangements between the Client and the Architect in relation to the Service (whether oral/written) and represented the entire agreement arrangements between the Client and the Architect in relation to the Service. All the additions, amendments and variations to the Agreement shall be binding only if in writing and signed by the duly authorized representatives of both the Client and the Architect. The Client and the Architect shall not claim to have relied upon any statement or representations made by the other party other than those set out in the agreement.

(i) If any clause or part of any clause of the Agreement is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Agreement, and this shall not affect any other clause of the Agreement, nor the validity of the remaining clauses of the Agreement, which shall remain in full force.

(j) The agreement is subject to the law of India, and the Parties submit to the exclusive jurisdiction of the courts of India.

B. Services

(a) Services mean the professional services identified in 'Exhibit B - Schedule of Services' which are performed by the Architect, Architect's employees, and the Sub-consultants engaged by the Architect, which is listed in Exhibit G.

C. Fees & Reimbursable

(a) The Architect will raise invoices as per the Schedule of Payment mentioned herein Exhibit C along with adequate supporting documents.

(b) Architect's invoices shall contain an itemized computer-generated listing agreed along with adequate supporting documentation.

(c) The payment due to the Architect shall be computed on the Gross Construction Area. The fee shall be subject to retroactive adjustments at the end of the project based on the Actual Gross Construction Area.

(d) The Client hereby agrees to pay fees due to the Architect based on the actual work completed, in full or in part, for each stage of services

(e) The Client will certify the invoice or revert to the Architect with comments, if any, within 7 (Seven days) of the invoice date. Payment due to the Architect shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (---- Percent) per month.

(f) Architect shall be paid within 15 (fifteen days of receipt of the certification from the Client on the Architect's invoice. The Client shall not withhold any payment (either whole or in part) which is appropriately due to the Architect without giving the Architect a notice of this intention, with reasons, no later than 10 (Ten) working days prior to the date on which the payment becomes due. In case of payment is delayed by the Client without serving notice. The Architect shall give a notice period of 30 (thirty) working days to the Client for recovering the pending dues. After the expiration of the notice period, the Architect reserves the right to suspend work and will not be responsible for the subsequent delay.

(g) In case of intermediate payments, the Client will honour the Architect's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

(h) The Architect shall not undertake any outstation travel, lodging, boarding and other related services unless the same is approved in advance by the Client. The mode of travel and stay in a hotel shall require prior approval of the Client. All travel to be in economy class only. Travel mode for CEO and Principals shall be in business class. The cost towards the same shall be borne by the clients.

(i) The Architect shall be required to submit its invoice in such form as may be prescribed by the Client.

(j) Incidental charges, if any, not limited to visa charges.

(k) Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

(l) All the payments will be made in the name of the Architect in the currency agreed to by both the Parties, by way of RTGS as per bank account details given below/Cheque/Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

D. Taxes/Duties

(a) The Compensation/Fees agreed to by the Parties shall be the total amount of consideration payable to the Architect. Unless otherwise agreed by the Parties, this Fee/ compensation is inclusive of all applicable taxes and duties but excluding GST. Additionally, GST as applicable shall be payable by Clients with every invoice.

(b) However, the payment of the said Compensation/Fee shall be subject to deduction of TDS or withholding tax as may be applicable and at rates as may be prescribed under the Income Tax Act 1961.

(c) In case of introduction of any applicable new taxes by the statutory authorities, during the course and pendency of this contract or related to this contract, such taxes shall be borne by the client.

E. Escalation

The Professional fees mentioned in Exhibit C shall remain firm for the (no. of months) months from the date of signing of this agreement. Post the time period of (no. of months) months from the date of signing of this agreement, escalation of (%) fees per year for the balance work will be charged with all other terms and conditions unchanged.

F. Additional services

(a) Upon recognizing a need to perform Additional Services, either the Architect or the Client shall promptly notify the other explaining the facts and circumstances in writing.

(b) The Architect and the Client acknowledge that the need for Additional Services may arise for reasons that include, but are not limited to:

- Changes to the Client's program of requirements,
- Enactment of revisions in codes, laws, or regulations
- Changes to the Project size, scope, quality, or complexity,
- Changes to the Client's Construction Budget,
- Changes to the Client's schedule, including the anticipated dates for construction as stated in the agreement
- Changes to the project delivery method or the form of Construction Contract
- Client instructions that are inconsistent with instructions or written approvals previously given by the Client,
- The Client's failure to render decisions in a timely manner,
- The enactment of new or revised statutes, regulations, codes, or by-laws,
- Information provided by the Client, Consultants, or other third parties engaged by the Client that differs materially from actual conditions,
- Interpretations by authorities having jurisdiction that differ from the Architect's interpretations of statutes, regulations, codes or by-laws, which differences the Architect could not have reasonably anticipated,
- Acceptance of Constructor proposed substitutions that require revisions to the Construction Documents,
- An unreasonable number or complexity of Constructor claims, requests for information (RFIs) or proposed substitutions,
- Replacement of work damaged or destroyed during construction by fire, flood, or other cause,
- Major defects or deficiencies in the Work or default by either the Client or the Constructor under a Construction Contract, and
- Dispute resolution proceedings arising out of the Construction Contract.
- In case of selected products becoming unavailable for reasons beyond the control of the architects, and resulting in re-selection of an entire group of items, then charges for such extra efforts are applicable

(c) The Architect shall perform Additional Services upon receipt of written authorization in the form of Addendum/Variation Order issued by the Client to the Architect to enable the Architect to proceed with such rework.

(d) Additional services, when authorized, shall be compensated as per a mutually agreed fee or as per the agreed person-hour rate chart.

G. Assignment

The Architect and Client shall only assign the benefit of the Contract/Agreement or any rights arising under it with the prior written consent of the other.

H. Sub – Contracting

The Architect shall Subcontract any part of service and shall intimate the Client of the same.

I. Novation

As per Section 62 of the Indian Contract/Agreement Act, in case both the Parties to this Agreement agree to substitute a new Agreement for it or to rescind it or alter it, the original Agreement need not be performed. However, the newly substituted Agreement should be valid, enforceable, have consideration and should be by the mutual written consent of the Parties. Primarily, it should fulfil the requirements of a valid Contract/Agreement.

J. Validity/Tenure

The validity/tenure of the agreement is for a period of (no. of years) years from the date of the agreement or from the date (Date) the Architect has commenced work, (Date) whichever is earlier.

K. Confidentiality/Non - Disclosure

The Parties acknowledge that the existence and the terms of this Agreement and any defined confidential (oral or written) information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

(a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure);

(b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or

(c) is required to be disclosed by any Party to its team members regarding the task contemplated hereunder, provided that such team members shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, for which Party shall be held liable for breach of this Agreement. Such liability shall have a maximum limit of fees paid to date.

L. Copyright and License

(a) The Architect shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the services, and this clause generally asserts the Architect's moral right to be identified as the author of such work.

(b) No part of any design by the Architect may be registered by the Client without the written consent of the Architect.

(c) The Client shall have the license to copy and use of such drawings and documents for which the fees and other amounts appropriately due have been paid, only for purposes related to the construction of the project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extensions of the Project or any other project without the Architect's written consent.

(d) Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in pdf format only, unless an alternative format has agreed and set out in the Agreement.

(e) Copying or use of the drawings and documents by any other Client Appointment providing services to the Project shall be deemed to be permitted under sub-license granted by the Client, whether such drawings and documents were issued by the Client or on the client's behalf.

(f) The Client shall not use drawings and documents other than for the purpose of which they were prepared and provided by the Architect.

M. Permission to Publish

For the mutual benefit and protection of the Client and the Architect, the Client authorizes the Architect to use the documents of the project judiciously and appropriately (drawings, photographs, videos etc.) for purposes such as awards, magazine publications, portfolio, website etc. The wealth of Architect is the portfolio through which they are recognized and can build their practice. Both parties shall inform and give due credit while publishing relevant contributions and ensure proper adequate conduct of business.

N. Credits

The Client shall give Professional credit to the Architect in Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

O. Arbitration

All disputes arising out of this Agreement shall be referred to arbitration by the sole/Arbitrator (or Arbitrary Tribunal if needed) to be appointed by both the parties mutually in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in (Place). The arbitration proceedings shall be conducted in the English language. The decision of the Arbitrator shall be final and binding. Any award of the tribunal shall include the reasons for such awards. Each party shall bear its own cost and expenses of arbitration.

P. Jurisdiction

The Courts in (place) alone shall have exclusive jurisdiction to entertain, try and depose of all suits, applications and petitions arising out of Agreement in accordance with laws applicable in India.

Q. Termination of services

(a) If the Architect or the Client is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.

(b) The Client terminates this contract by notice in writing sent to the Architect. Upon receipt of such notice in writing, the Architect shall perform no further Services, and the Client shall take measures to mitigate costs incurred by the Architect as a result of the suspension or termination.

(c) If the Client is in default in the performance of any of the Client's obligations under this contract, including but not limited to failure to make payments to the Architect when due, the Architect may suspend performance of the Services or terminate this contract by notice in writing sent to the Client. The Architect shall not be liable for any delay or damages the Client may suffer as a result of such suspension or termination. The Architect's right to such suspension or termination shall be in addition to and not in substitution for any other rights the Architect may have under this contract or by law.

(d) If the Client terminates this contract through no fault of the Architect, any curtailment of the professional services beyond the Schematic Design Stage shall make it obligatory for the client to pay at least 20% of the fee for the remaining Stage(s) of the curtailed work/ Services.

(e) On termination, the Architect shall handover to the Client all data and documents, drawings, designs, models and calculations and conclusions reached with respect to the Project, in both computer and printed formats, as are created, prepared, compiled or otherwise available with the Architect in respect of the Project.

(f) In case of termination by either party, the Client can engage another Architect to complete the work after duly paying the previous Architect and upon obtaining a No Objection Certificate from the previous Architect.

R. Suspension:

(a) The client may suspend the work but not terminate the contract by giving written notice, a minimum of (xx) calendar days prior to the date of suspension. The (xx) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within (xx) calendar days of receipt of written notice from the Client to resume the work. The (xx) day notice may be waived if approved in writing by both parties. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Architect may terminate this contract upon providing notice in writing to the Client.

(b) If the Client suspends the work due to no fault of the Architect, on resumption of work, the Contract Period will be Pro-rata extended, and the Architect shall be entitled to be paid for all the services performed and the reimbursable expenses incurred till the date of suspension plus any additional fee that the Architect may be entitled to. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Architect may terminate this contract upon providing notice in writing to the Client.

(c) If the Client has suspended the work due to the Architects failure to perform any of its obligations under this agreement. In this case, the Client will suspend all payments to the Architect provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Architect to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Architect of such notice of suspension.

S. Force Majeure

(a) Neither party shall be considered in default in the performance of its obligations hereunder by any cause which is not attributable to the fault or negligence, which is both not foreseeable and beyond the reasonable control, of such party and which materially, directly and adversely affects the performance of obligations of either Party (specifically excluding (i) causes that can be controlled by the reasonable expenditure of money in accordance with usual business practices, and (ii) general economic or market conditions) (Hereinafter called "Force Majeure").'Force Majeure' includes, but is not limited to, any of the following incidents, namely: fire, flood, earthquakes, storms, typhoons, explosions, the action of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes or storage, inability to obtain or shortage of material equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the governments or military authorities in any states or by other causes beyond its control of the party claiming Force Majeure.

(b) Force Majeure shall not include financial distress of either party or the inadequate or delayed performance by either party unless such circumstance has itself been caused by a Force Majeure incident. The burden of proving the existence and extent of a Force Majeure event shall rest with the Party claiming its performance to be so affected.

(c) Each Party shall, at all times, use all reasonable efforts to minimize the delay in the performance of this Agreement as a result of Force Majeure.

(d) In case the Force Majeure conditions continue for a period of more than xx days, and in the opinion of the Client, the obligations under this Agreement are incapable of being performed on either side, the Client shall, at its sole discretion, have the right to terminate this Agreement.

T. Extension of Time for Completion

The Architect shall be entitled to submit a written request for extension of time, in case of any extra or additional Services, that is not mentioned in the Scope of Services or any delay on account of 'Force Majeure' as defined, or delay due to any other special circumstances other than due to the default of the Architect. The client shall grant such an extension of time.

U. Liquidated Damages

(a) Liquidated Damages for error/variation
In case any error or variation is detected in the reports submitted by the Architect and such error or variation is the result of negligence or lack of due diligence on the part of the Architect, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Architect by way of deemed liquidated damages, subject up to a maximum of (x) % of the Agreement Value/up to the fees paid till date to the Architect.

(b) Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to (x) % of the Agreement Value per week, subject to a maximum of (x) % of the Agreement Value/fees paid till date, will be imposed. However, in case of delay due to reasons beyond the control of the Consultant, a suitable extension of time shall be granted without any escalation or damages. Any such total aggregate liability will be limited maximum up to fees paid to the Architect to date.

V. Indemnification

The Architect shall indemnify and keep indemnified and hold harmless the Client for any and all losses, demands or claims that may be suffered by the Client on account of the following:

(a) The Services, or any defect, deficiency or inadequacy in the Services provided by the Architect to the Client.

(b) Breach by Architect of any representation, warranty, covenant, or performance obligations under this Agreement.

(c) Any claim or demand made by any person or entity working for or under the Architect.

(d) Any claim arising from the failure of the Architect to comply

(e) With any statutory regulations governing the Services required to be provided by the Architect

W. Professional Liability Insurance

The Architect will provide a Professional Liability Insurance (PLI) for a sum not more than 1 (One) time the value of this Agreement to indemnify the Client for any deficiencies/ inadequacies in the services rendered by the Architect for a period of (no.) months from the effective date of this Agreement or as per applicable law whichever is longer.

(a) Unless the Client arranges and pays for project-specific professional liability insurance, the Architect shall carry professional liability insurance under a policy that has limits not less than Contract/Agreement value.

(b) The Architect shall carry general liability insurance under a policy with limits not less than XXXX, from the date of commencement of the Services until one year after the virtual or official completion date of the project.

(c) The Architect shall require all associate consultants engaged by the Architect to carry insurance.

(d) Upon request, insurance policies of the Architect and of the Consultants engaged by the Architect shall be available for the Client's inspection

X. Limitation of Liability

(a) The Architect shall be liable for all claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual/ employee assigned by the Architect for the performance of the Services under this Agreement and/ or for any loss and/or damage caused to the property of the Client.

(b) The liability of the Architect and the Client with respect to any claims against each other in the Agreement shall be limited to direct damages only, and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party. Any such total aggregate liability will be limited up to a maximum of the extent of fees paid to the Architect to date.

Y. Statutory obligation

The Architect agrees that he will comply with all the laws/regulations and statutory compliance in conformity mentioned in the Agreement.

Z. Conflict of Interest

The Architect represents that there is no business, professional, personal or other interest, including but not limited to the representation of other clients that would conflict in any manner with the performance of his obligation under this agreement.

AA. Relationship

The Architect shall at all times act as and be deemed to be an independent Architect for all purposes of this Agreement, and this Agreement does not confer and shall not be construed to create any principal-agent or employer-employee relationship between the Parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party (or any of its Affiliates) in any manner. The Architect shall not perform any act nor make any representation to any third party to the effect that the Architect or any of its agents, representatives, or employees are the agents of the Client.

BB. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

CC. No Waiver

The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

DD. Modifications

No modification or amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorized representatives of both parties.

EE. Notices

All consents, notices, demands or other communications required to be given or made hereunder shall be in the English language, in writing and delivered personally or sent by regular email or by prepaid registered post-A/D addressed to the intended recipient thereof at its address as mentioned in the title of this Agreement or to such address as any Party may, from time to time, notify to the other Parties.

FF. Survival

Survival of the parties obligation under the section of confidentiality obligation, non-compete obligation and effect of termination shall survive the expiry or termination of this agreement.

GG. Non – Solicitation

Neither Party shall offer employment to any employee/s of the other Party during the term of this Agreement or during the period of xx years after the expiry of this Agreement, without the prior written consent of the other Party.

HH. Undertaking by the Architect

By executing this Agreement, the Architect declares that it has the legal capacity to execute this Agreement and that there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State of Central Government Department or other local bodies or authorities in any manner affecting the services required to be provided by the Architect.

II. Communication

(a) All communication between the Parties shall be channelised through their appointed representatives or their authorized nominees.

(b) Coordination is the responsibility of the Architect, and the Client will not co-ordinate on its behalf but extend all cooperation to ensure smooth coordination for the Project. However, the Architect shall keep the Client informed and in the loop for all communications and correspondence.

(c) All communications from the Architect shall be done through a single project manager appointed by the Architect for the Project. The Client shall similarly appoint a Project in charge who will be a one-point contact to the Architect.

(d) Normally, all communication should be in electronic format as far as possible, except in the case of drawings. The flow of Approved for Construction (AFC) or Good for Construction (GFC) drawings (hereinafter referred to as GFC drawings) is elaborated in EXHIBIT x Flow of GFC Drawings

JJ. Compliance with Law

(a) The Architect shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority having or asserting jurisdiction over the subject matter hereof, which shall be limited to the employees under the payroll of the Architect.

(b) The Architect shall at all-time keep all its workmen and staff working at the site insured against all possible risks. The Architect, while executing the Scope of Work, shall comply with all the terms and conditions of the Site Safety Policy and Site Safety Manual of the Client. In the event of failure of the Architect to comply with the site's health & safety requirements, the Architect shall be solely responsible for any incident or mishap that may occur on the Project site. The Architect has agreed that it will not take any action that would be illegal or in violation of these applicable laws, rules, ordinances, regulations, executive orders and/or policies.

KK. Client's Property

Anything supplied by or paid for by the Client for the use of the Architect shall be the property of the Client and, where practicable, shall be so marked.

LL. Rights and Liabilities of Parties

Each party hereby expressly agrees and acknowledges that each party shall not be liable to the other party for any kind of indirect, consequential, punitive, and special damages that occurred due to the third party.

MM. Standard of Care

In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practising in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

NN. Prevention of Corruption

Both parties must at all times comply with all applicable laws relating to anti-bribery, anti-corruption, and improper payments, including but not limited to the Criminal Code act. Both the parties certify that to the best of their respective knowledge, none of its employees, representatives, or agents has made, donation or offered to make or agreed to make any loan, gift or other payment, directly or indirectly, whether in cash or in-kind, to or for the personal benefit of the employees of the other party, or its affiliates or any other person or third party by whatsoever name called to obtain this Agreement or in connection with execution or performance of this Agreement/Services.

OO. Exclusions

(a) Specialised Consultants such as Façade, Vertical Transportation, Lighting, Kitchen, Traffic, Project Management, Facility Management Consultant and any other Specialised Sub-consultants appointed by the Client other than the Sub-consultants engaged by the Architect as per Exhibit- F.

(b) Surveying of site; taking size, location and invert levels, sub-soil investigation & Foundation recommendation etc., for existing utilities & groundwater survey.

(c) Additional 3D renders, physical model & marketing collaterals: Additional computer-generated views, walk-through(s), models, 3D renderings agreed in the deliverables mentioned in Exhibit B –Schedule of Services of this agreement for marketing purposes and Preparation/Printing of Brochures

(d) Additional copies of drawings: Additional copies of drawings over and above the copies mentioned in the deliverables at a mutually agreed rate.

(e) Peer Review/Third Party Audit: Cost towards Peer review/any third-party assessment/audit etc., if any, is required to be conducted.

(f) Any sort of elaborate administrative non-Architect related work.

(g) Legal and finance-related matters.

EXHIBIT 9E - CLIENT'S RESPONSIBILITY

Client shall be responsible for providing the following information sufficiently in advance:

A. Legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

B. Subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

C. Detail Design Brief with amenities, detail area matrix and a well-compiled Design Program with other services required.

D. Timely written approval or 'sign-off on the deliverables at each stage to enable the Architect to proceed to the next stage.

E. Honour Architect's bills and give timely payments to the Architects.

F. Speedy approval(s)/decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/ applicable.

G. Approved Communication/Authorisation Protocol.

H. Essential liaising information and obtaining statutory approvals from Statutory authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

I. Scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

J. Socio-economic issues such as safety, security, political issues etc.

EXHIBIT 9F - LIST OF SUB-CONSULTANTS ENGAGED BY THE ARCHITECT

A. Structural
B. Mechanical
C. Electrical
D. Plumbing Fire Fighting
E. Landscape
F. Liaising for obtaining statutory approvals.

Note:
This list of Sub-consultants can be modified by the Architect as per the requirement of the project.

EXHIBIT 9G - RESPONSIBILITY MATRIX

	Phase/Task	Architect	Client
A	**Concept Design Phase**		
1	Detail Design Program	S	P
2	Statutory Requirements	P	J
3	Zoning Analysis & Activity Distribution	P	I
4	Code Analysis NBC/IBC	P	I
5	Code Analysis (Mumbai DCR)	P	I
6	Massing Studies	P	I
7	Area Tabulation/FSI	P	A
8	Typical floor plans, sections, elevations	P	I
9	Conceptual Outline specification	P	I
10	Project Management/Schedule	V	P
11	Green building coordination	P	I
12	Coordination with sub-consultant	P	I
13	Clients Review - Approval	I	P
14	Concept Design Report	P	A
B	**Schematic Design Phase**		
1	Zoning Analysis & Activity Distribution	P	I
2	Code Analysis NBC/IBC	P	I
3	Code Analysis (Mumbai DCR)	P	I
4	Massing Studies	P	I
5	Area Tabulation/FSI	P	A
6	Typical floor plans, sections, elevations	P	I
7	General Arrangement Drawing	P	I
8	Generic outline specification	P	I
9	Green building coordination	P	I
10	Broad Cost Estimate	V	P
11	Budget	I	P
12	Project Management/Schedule	I	P
13	Value Engineering	P	A
14	Coordination with sub-consultant	P	I
15	Clients Review - Approval	I	P
16	Schematic Design Report	P	A
C	**Statutory Phase**		
1	MCGM Statutory Requirements	P	I
2	Allied Statutory Requirements	P	I
3	MOEF, HRC etc.	P	I
D	**Detail Design Phase**		
1	Code Analysis NBC/IBC	P	I
2	Code Analysis (Mumbai DCR)	P	I
3	Detail Massing	P	A
4	Area Tabulation/FSI	P	A
5	Detail floor plans, sections, elevations in CAD format	P	A
6	General Arrangement Drawing	P	A
7	Detail Outline specification	P	A
8	Green Building coordination	P	I
9	Detail Cost Estimate	V	P
10	Detail Budget	I	P
11	Detail Project Management/Schedule	I	P
12	Value Engineering	P	A
13	Coordination with sub-consultant	P	I
14	Clients Review - Approval	I	P
15	Detail Design Report	P	A
E	**Construction Documentation**		
1	GFC Drawings	P	A
2	Cost/Budget Control	I	P
3	Project Scheduling	I	P
4	Coordination with sub-consultant	P	I
5	Clients Review – Approval	I	P
6	Construction Documentation Report	P	A
F	**Tender**		
1	Preparation of Tender Drawings	P	A
2	Detail Specification	P	A
3	BOQ	P	A
4	Tender Preparation & Bid Process	S	P

G	Construction Administration		
1	Shop Drawing and Submittal Review	P	V
2	Mock-Ups Evaluation	P	V
3	RFI's/Change Orders	P	I
4	Cost/Budget Control	I	P
5	Schedule Control	I	P
6	Quality Control	V	P
7	Punch List	V	P
8	Coordination with sub-consultant	P	S
9	Close-Out/As-Built Drawings	P	S
10	Client's Review/Approval	I	P

P Primary Responsibility
S Secondary Responsibility
V Validate
J Jointly
A Approval
I For Information

3.17.10. EXHIBIT 10 – BACK-TO-BACK AGREEMENT WITH STRUCTURAL SUB-CONSULTANTS – AREA BASIS

TABLE OF CONTENTS

Structural Design Consultancy Services Agreement 184

Exhibit 10A - Project Understanding 187

Exhibit 10B - Schedule of Services 187

Exhibit 10C - Professional Fees & Schedule of Payment 192

Exhibit 10D - Terms & Conditions 194

Exhibit 10E - Client's Responsibility 205

STRUCTURAL DESIGN CONSULTANCY SERVICES AGREEMENT

THIS STRUCTURAL DESIGN CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (Date) day of (Month), (Year)

By and between:
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/ Partnership/ LLP. etc.) having COA No. (COA No.) and having his office (Address), hereinafter referred to as "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the FIRST PART

and
(Structural Consultant's Firm Name), (Consultancy status; proprietorship/ Partnership/ LLP. etc.) having Registration No. (Reg. No.) and having his office (Address), hereinafter referred to as "Structural Consultant" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Whereas:

E. The Client intends to develop its land parcels, situated at (Plot number and address) and has intended to appoint a Structural Design Consultant to provide Structural Design Consultancy Services for the development.

F. The Structural Consultant is in the profession of providing Structural Design Consultancy Services.

G. The Structural Consultancy firm has established that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

H. On the basis of the above representation of the Structural Consultant and subsequent discussions, deliberations and negotiations, the Client has requested the Structural Consultant to perform the duties hereinafter mentioned in respect to Structural Design Consultancy Services for the Project. The Structural Consultant accepts the appointment on the Terms and Conditions, Professional Fees and Scope of Work as set for the below:

Now this agreement witnesseth as follows:

1.0 DEFINITION OF TERMS

In this Agreement (including the recitals and the Schedule), the following terms, to the extent not inconsistent with the context thereof, shall have the meaning as defined below:

1.1 Client - shall mean the Architectural Consultant independently appointed by the Client to provide Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Fighting design services and providing Liaising Consultancy services for obtaining statutory approvals from relevant statutory authorities in relation to the Project.

1.2 Project - shall mean the project as defined in "Exhibit A - Project Understanding" (Site Plan, Project Information) for which the Services are to be provided by the Structural Consultant.

1.3 Services - Services means the professional services identified in Exhibit B - Schedule of Services" which are performed by the Structural Consultant and Structural Consultant's employees.

1.4 Additional Services - Additional Services are the services/works that are not included in the Services mentioned in 1.3. In case the Client intends to avail Additional Services, the Client will provide written authorisation in the form of Addendum/Variation Order to the Structural Consultant, for which the Structural Consultant will be entitled to mutually agreed on Additional fees.

1.5 Addendum/Variation Order - is a written authorisation issued to the Structural Consultant by the Client for Structural Consultant to perform Additional Services. An Addendum/Variation Order forms a part of the Agreement.

1.6 Effective Date - shall mean the date of execution of this Agreement.

2.0 SERVICES

Structural Consultant shall perform Structural Design Consultancy Services and shall create, deliver such items as defined and included in the Schedule of Services, annexed as Exhibit B based on the Project Understanding annexed as Exhibit A.

3.0 COMPENSATION/PROFESSIONAL FEE

Professional Fees payable to the Structural Consultant by the Client and the Schedule of Payment is annexed as Exhibit C.

4.0 TERMS OF CONTRACT

The Terms & Conditions of the Agreement are annexed as Exhibit D, and Client's Responsibilities are annexed as Exhibit E.

5.0 NOTICE AND REQUEST

Any notice or request to be given by either party or the other shall be given in writing at the address set out below.

For Client

Name	:
Designation	:
Contact number	:
Email	:
Client's Firm Name & Address	:

For Structural Consultant

Name	:
Designation	:
Contact number	:
Email	:
Structural Consultant 's Firm Name & Address	:

Enclosed:

8. **Exhibit A – Project Understanding**

9. **Exhibit B – Schedule of Services**

10. **Exhibit C- Professional Fees & Schedule of Payment**

11. **Exhibit D –Terms & Conditions**

12. **Exhibit E – Client's Responsibility**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate at (Place) on the day and year hereinabove mentioned.

SIGNED AND DELIVERED	**SIGNED AND DELIVERED**
For Client	**For Structural Consultant**
Name:	Name:
Designation:	Designation:
Client's Firm Name & Address:	Structural Consultant Firm Name & Address:
Round seal	Round seal with Registration Number
(Authorised Signatory)	(Authorised Signatory)
Witness:	Witness:
.....	.....

EXHIBIT 10A - PROJECT UNDERSTANDING

Client's Vision and the Area Matrix to be added

The brief can consist of the Client's program encompassing

A. Size, plinth area of project, land area, location co-ordinates
B. Height, number of levels etc.
C. Indication of phasing up of project (one, two or three)
D. Estimated Project Cost
E. Any other detail that is relevant to understand the Scope of the Structural Consultant's services or that of the Client's acceptance.

EXHIBIT 10B - SCHEDULE OF SERVICES

The Schedule of Services to be performed and be successfully completed by the Structural Consultant in accordance with this Agreement shall include the following detailed stage activities and stage-wise deliverables.

Comprehensive Design (Core & Shell) - Civil finishes for the typical lobby and typical floor only

A. Concept Design
B. Schematic Design
C. Statutory Approvals
D. Detail Design
E. Construction Document
F. Tender
G. Construction Administration
H. Project Close-Out

The detailed stage-wise Scope of Work of Structural Consultant along with the deliverables is as under:

A. STAGE 1 – CONCEPT DESIGN STAGE

The activities will involve the following:

(a) Collection of all relevant site data, including site survey drawings, approved Company design brief, geotechnical reports, the conceptual design of the Architect.

(b) Establishing design guidelines

(c) Prepare Studies of Alternative Structural Systems

(d) Preparing Preliminary Opinion of material quantities for each option.

(e) Selection of Structural System(s) for the project.

(f) Development of the Program.

(g) Attend meetings as and when required

(h) The sub-consultant shall participate in any/all Value Engineering and/or re-engineering exercises & deliver as per requirements of Client and Architect.

Deliverables:

(a) Concept design report
(b) Building services alternative concepts consistent with the architecture and sustainability goals.
(c) Analyses of concept alternatives and recommendations
(d) Design Schedule
(e) Review the local building regulations and relevant local code requirements.
(f) Preliminary design criteria
(g) Load calculations
(h) Preliminary design schemes
(i) Preliminary design program
(j) Design Framing schemes for the purpose of architectural & MEPF system selection
(k) All that is required to complete this stage as per standards/convention

B. STAGE 2 – SCHEMATIC DESIGN STAGE

The activities will involve the following:

(a) Develop project design criteria and design basis report.

(b) Preliminary calculations for framing and foundation systems

(c) Floor framing plans illustrating all alternatives being considered.

(d) Preliminary framing plans of primary floors.

(e) Foundation and sub-grade level schematic plans.

(f) Preliminary analysis and layout of the lateral system.

(g) Preliminary foundation analysis and study of alternates based upon recommendations from the geotechnical consultants.

(h) Outline specifications.

(i) Attend meetings as and when required.

(j) Provide Structural Criteria for Geotechnical Consultant.

(k) Study the Soil investigation report & obtain necessary clarification from the Geotechnical consultants regarding soil investigation. Discuss various alternatives with the Client and prepare structural schemes.

(l) Coordinating with other consultants for the Schematic Design Stage. Finalize the basic framing of the building, structural analysis model & foundation system. To decide the construction methodology such as entire building in RCC or core in RCC and balance in structural steel alternative studies for both options to be prepared in joint consultation and to be presented to Client to select final system. This will be based on the overall approximate costing of structural (block estimate), contractibility, time schedule.

(j) To study, prepare and suggest alternative scheme designs highlighting merits and demerits, considering the criteria provided by the Architect and all feasible factors. The comparison shall be based on phase-wise execution, construction time, considering alternative materials and method of construction, life span and future expansion facilities, if required.

2.14 Attend coordination meetings with Architect and all revenant stakeholders

2.15 Based on the above concept, framing plans highlighting salient features of Structural Systems design and suggest materials and methods of construction etc.

Deliverables:

(a) Phasing concept
(b) Sketches, mark-ups and coordination diagrams
(c) Progress Coordinated 1:100 layouts
(d) Progress Coordinated 1:100 schematic diagrams
(e) Progress Coordinated framing plans
(f) Outline specifications
(g) Updated Design Schedule
(h) Review the local building regulations and relevant local code requirements.
(i) Analysis of various structural framing systems.
(j) All that is required to complete this stage as per standards/convention.

C. STAGE 3 – DETAILED DESIGN DEVELOPMENT STAGE

The activities will involve the following:

(a) Prepare /Finalize Structural Design of Structural Systems.

(b) Finalize Structural Calculations.

(c) Develop floor framing plans for typical and non-typical floors.

(d) Prepare Foundation and sub-grade level plans.

(e) Develop lateral system and preparation of the respective elevations.

(f) Prepare drawings coordinated with Architectural Design Development stage drawings.

(g) Prepare Typical details.

(h) Prepare Special details.

(i) Prepare or Edit Outline Specification for Structural Items.

(j) Prepare Typical floor framing drawings showing required mechanical, electrical and plumbing penetrations coordinated with MEPF – Design Development drawings.

(k) Prepare Typical details for exterior wall attachment coordinated with architectural exterior wall working drawings and facade consultant drawings in coordination with the façade consultant/ vendor if required.

(l) Attend project meetings as and when required

(m) Prepare detailed structural plans for the building, and outline specifications, for the Client's approval.

(n) Prepare, submit and modify all drawings and documents, as required by all related relevant authorities for pre-construction, during construction and post-construction statutory approvals. Effecting revisions in drawings as per Client's briefs and Engineering consultants.

3.16 Prepare detailed structural drawings as mentioned above with sufficient information to invite bids.

3.17 Designate elements to be designed by Specialty Engineers and specify Structural Criteria for Specialty Engineers Design of Pre- Engineered Structural Elements, if any agreed by the Client.

3.18 Review Effect of Secondary or Non-Structural Elements attached to Primary Structural System

Deliverables:

(a) DD 1: Sub Structure
(b) DD 2: Tower
(c) DD3: Infrastructure & others
(d) Updated Design Schedule
(e) Updated Project Design Criteria
(f) Detailed design & drawings of foundation plans
(g) Detailed 1:500/1:200/1:100 scale with key dimensions for floor Plans & Layouts.
(h) Detailed design & drawings of Core area.
(i) Detailed design & drawings of exterior walls
(j) Detailed design & drawings of system & structural elements.
(k) All that may be required for completion of this stage as per standards/ conventions
(l) Documents/Data/Drawing needed for further municipal/statutory submissions and approvals (in as many numbers of copies as may be required for such submissions).
(m) All that is required to complete this stage as per standards/convention

D. STAGE 4 – TENDER STAGE - DRAWINGS & DOCUMENTATION

The activities will involve the following:

(a) After coordination and approval of all design drawings, shall prepare tender documents including Priced BOQ, technical specifications, Concrete and Steel quantities on Area Basis of design drawing.

(b) After the approval of cost estimates, will hand over the Tender document to the Client for issuing to pre-qualify Contractors recommended for each system. The Tender Document and Estimate shall also be submitted to the Client as mandated.

(c) Attend the pre-bid meeting and clarify all the points. Structural Consultant will make bid comparison of the Contractors and submit it along with the recommendation.

(d) Maintain the tender documentation for the continuing development and expansion of the approved Design Document. The drawings and specifications at the Tender Stage shall contain sufficient information and detail to enable Contractors to determine the nature, quality and quantity of labour and materials required for each portion of the work and so as to enable them to quote a price for carrying out and completing such work.

(e) Provide Pre-Construction Services.

(f) Attend meetings with Client as & when required.

(g) Assist in establishing procedures for testing and inspections.

(h) Assist in confirming submittal procedures.

(i) Assist in the selection of a testing agency.

(j) Advise Client and Contractor which structural elements require construction observation.

(k) Participate in pre-tender technical discussion with Contractors and in tender negotiations. Prepare & submit clarification (if any required) to the queries raised in the technical discussions.

(l) Participate in any/all Value Engineering and/or re-engineering exercises & deliver as per requirements of the Client.

Deliverables:

(a) List of approved materials and brands.
(b) List of Contractors with their Contact details
(c) Structural Engineering Systems- Detailed design & drawings
(d) All that is required for completion of this stage as per standards/ conventions
(e) Documents/ Data/ Drawing needed for further municipal/statutory submissions and approvals (in as many numbers of copies as may be required for such submissions)
(f) Plan, section & elevation Blow-up details at 1:50/1:20/1:10/1:5 scale as applicable to the level of information required to be depicted for a clear and unambiguous understanding of the design and components thereof.

E. STAGE 5 – CONSTRUCTION STAGE

The activities will involve the follows:

(a) Attend weekly meetings or as required.

(b) Finalize Structural Good for Construction (GFC) drawings coordinated with the Architect.

(c) Prepare or edit Specifications for the Primary Structural System.

(d) Perform Checking and Coordination of the Structural Documents.

(e) Participate in Coordination of the Structural Documents with those of Other Disciplines.

(f) Assist in establishing Testing and Inspection Requirements.

(g) Complete and issue all working drawings, details as and when required by the Client.

(h) Provide Good for Construction drawings, details of all structural members, supports, co-ordinate drawings and approve shop drawings with respect to the design intent (One copy) supplied by contractors and suppliers within 7 working days.

(i) Provide periodic site visits for checking the founding stratum and reinforcement of various structural elements and confirm compliance with the design intent.

(j) Request for information, if required by Client/Contractor, shall contain detailed sketches /drawings within 3 working days.

(k) Review and approve technical submittals such as materials, method statements, calculations, test reports, sample boards, mock-ups proposed by Contractors/Clients that are related to RCC works to ensure adherence to the design intent within 7 working days.

(l) Regular Site visits to ensure compliance of construction as per approved design and suggestions in writing after the regular site visits to highlight the variation from the design, if any.

(m) Respond to any design and/ or technical queries

5.14 Respond to any Request for Information (RFIs)

5.15 Review and approve Technical Submittals such as Materials, Method Statements, calculations, Test Reports, sample Boards, mock-ups

5.16 Review and approve shop drawings, etc. submitted by Contractors with the design intent in compliance with GFC

Deliverables:

(a) Detailed design and drawings
(b) All that is required for completion of this stage as per standards/ conventions
(c) Documents/ Data/ Drawing needed for further municipal/statutory submissions and approvals (in as many numbers of copies as may be required for such submissions)
(d) Specifications
(e) Special conditions of Contracts
(f) List of approved materials and brands
(g) List of approved specialized subcontractors
(h) List of Contractors with their Contact details
(i) Site Visit Report

F. STAGE 6 – PROJECT COMPLETION & HANDING OVER

The activities will involve the follows:

6.1 Structural Consultant shall issue a structural certificate of the Stability and completion in the prescribed format.

6.2 Structural consultant shall issue the Company five sets of approved as-built drawings submitted by the contractors along with 5 copies of instructions etc., for successful taking over the project.

Deliverables:

(a) Structural Stability Certificate

EXHIBIT 10C - PROFESSIONAL FEES & SCHEDULE OF PAYMENT

A. Professional Fees

Sr. No.	Description	Rate on Gross Cost of Construction (GCC)
1	Structural Design Consultancy	

Note:

(a) Additionally, GST as applicable shall be payable by Clients with every invoice.

For the purpose of calculating the Professional fees, the Gross Construction Area shall include

Prime Areas:

(a) Outer to outer dimension of the 'Core & Shell' of the building which consists of all occupied areas, functional areas, inner & outer walls, toilet, staircases, balconies, entrance lobbies, Service floor & areas, refuge areas, other circulation areas, recreational areas, facade (plan area). This will also include all BOH & service areas such as the Facility Manager cabin, BMS control room, etc., at podium, ground & basement levels and swimming pool if any.

(b) Ancillary structures such as security cabins, service buildings etc.

(c) Entire central core including entire staircase and lift core within the structure at all levels which includes habitable, service, basement, parking and podiums floors.

(d) Open to sky, topmost and all terraces, intermediate terraces, all podium tops and top of the basement on the ground level, when extensively designed with landscape and services etc., will be charged at 100% while these areas without landscape and services will be charged at 50%. Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(e) Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(f) All voids like shafts, lift wells will be excluded.

B. Support & Service Areas:

The Gross Construction Area shall include

(a) Outer to outer dimension of the 'Core & Shell' of all non-occupied and car parking areas at basement and podium levels, which shall include services areas such M & E equipment's areas.

(b) All voids like shafts, lift wells will be excluded.

C. Person-Hour Rates

In case of Additional work, the Person-Hour charges shall be as under.

Particulars	Person-hour rate in ₹
Founding Principal	
Sr. Associate	
Associate	
Project Manager	
Sr. Project Engineer	
Project Engineer	
Project Assistant	
Draftsperson	

7. Per Diem Charges

Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable for the day of meetings

Principal Structural Consultant: ₹...../ per day

Structural Consultant s & Engineers : ₹...../ per day

D. Schedule of Payment

The schedule of payment of "Professional Fees" shall be in accordance with the stages mentioned hereunder: The stage-wise payments will be claimed by the Structural Consultant in accordance with the submission of deliverables mentioned in Exhibit B - Schedule of Services.

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Close-Out (on Pro-rata basis)**	**5%**	**100%**

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/ Project requirement.

EXHIBIT 10D - TERMS & CONDITIONS

A. General Interpretation

(a) The provision of the agreement continues to bind the Client and the Structural Consultant as long as it is necessary to give effect to the Parties respective rights and obligations.

(b) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Structural Consultant. The Structural Consultant, subject to this Agreement, has complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

(c) Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

(d) Words importing the singular only shall also include the plural and vice versa where the context so requires. In this Agreement, the Client and the Structural Consultant are collectively referred to as "Parties" and individually as "Party".

(e) Words importing the male gender shall also include the female and neuter gender and vice versa.

(f) The marginal words and Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

(g) Annexures and Attachments to this Agreement form an integral part of this Agreement.

(h) This Agreement superseded any previous arrangements between the Client and the Structural Consultant in relation to the Service (whether oral/written) and represented the entire agreement arrangements between the Client and the Structural Consultant in relation to the Service. All the additions, amendments and variations to the Agreement shall be binding only if in writing and signed by the duly authorized representatives of both the Client and the Structural Consultant. The Client and the Structural Consultant shall not claim to have relied upon any statement or representations made by the other party other than those set out in the agreement.

(i) If any clause or part of any clause of the Agreement is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Agreement, and this shall not affect any other clause of the Agreement, nor the validity of the remaining clauses of the Agreement, which shall remain in full force.

(j) The agreement is subject to the law of India, and the Parties submit to the exclusive jurisdiction of the courts of India.

B. Services

(a) Services mean the professional services identified in 'Exhibit B - Schedule of Services' which are performed by the Structural Consultant and Structural Consultant's employees.

C. Fees & Reimbursable

(a) Structural Consultant will raise invoices as per the Schedule of Payment mentioned herein Exhibit C along with adequate supporting documents.

(b) Structural Consultant's invoices shall contain an itemized computer-generated listing agreed along with adequate supporting documentation.

(c) The payment due to the Structural Consultant shall be computed on the Gross Construction Area. The fee shall be subject to retroactive adjustments at the end of the project based on the Actual Gross Construction Area.

(d) The Client hereby agrees to pay fees due to the Structural Consultant based on the actual work completed, in full or in part, for each stage of services

(e) The Client will certify the invoice or revert to the Structural Consultant with comments, if any, within 7 (seven days) of the invoice date. Payment due to the Structural Consultant shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (---- Percent) per month.

(f) Structural Consultant shall be paid within 15 (fifteen days of receipt of the certification from the Client on Structural Consultant's invoice. The Client shall not withhold any payment (either whole or in part) which is appropriately due to the Structural Consultant without giving the Structural Consultant a notice of this intention, with reasons, no later than 10 (Ten) working days prior to the date on which the payment becomes due. In case of payment is delayed by the Client without serving notice. The Structural Consultant shall give a notice period of 30 (thirty) working days to the Client for recovering the pending dues. After the expiration of the notice period, the Structural Consultant reserves the right to suspend work and will not be responsible for the subsequent delay.

(g) In case of intermediate payments, the Client will honour the Structural Consultant's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

(h) The Structural Consultant shall not undertake any outstation travel, lodging, boarding and other related services unless the same is approved in advance by the Client. The mode of travel and stay in a hotel shall require prior approval of the Client. All travel to be in economy class only. Travel mode for CEO and Principals shall be in business class. The cost towards the same shall be borne by the clients.

(i) The Structural Consultant shall be required to submit its invoice in such form as may be prescribed by the Client.

(j) Incidental charges, if any, not limited to visa charges.

(k) Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

(l) All the payments will be made in the name of the Structural Consultant in the currency agreed to by both the Parties, by way of RTGS as per bank account details given below/Cheque/Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

D. Taxes/Duties

(a) The Compensation/Fees agreed to by the Parties shall be the total amount of consideration payable to the Structural Consultant. Unless otherwise agreed by the Parties, this Fee/ compensation is inclusive of all applicable taxes and duties but excluding GST. Additionally, GST as applicable shall be payable by Clients with every invoice.

(b) However, the payment of the said Compensation/Fee shall be subject to deduction of TDS or withholding tax as may be applicable and at rates as may be prescribed under the Income Tax Act 1961.

(c) In case of introduction of any applicable new taxes by the statutory authorities, during the course and pendency of this contract or related to this contract, such taxes shall be borne by the client.

E. Escalation

The Professional fees mentioned in Exhibit C shall remain firm for the (no. of months) months from the date of signing of this agreement. Post the time period of (no. of months) months from the date of signing of this agreement, escalation of (%) fees per year for the balance work will be charged with all other terms and conditions unchanged.

F. Additional services

(a) Upon recognizing a need to perform Additional Services, either the Structural Consultant or the Client shall promptly notify the other explaining the facts and circumstances in writing.

(b) The Structural Consultant and the Client acknowledge that the need for Additional Services may arise for reasons that include, but are not limited to:

- Changes to the Client's program of requirements,
- Enactment of revisions in codes, laws, or regulations
- Changes to the Project size, scope, quality, or complexity,
- Changes to the Client's Construction Budget,
- Changes to the Client's schedule, including the anticipated dates for construction as stated in the agreement
- Changes to the project delivery method or the form of Construction Contract
- Client instructions that are inconsistent with instructions or written approvals previously given by the Client,
- The Client's failure to render decisions in a timely manner,
- The enactment of new or revised statutes, regulations, codes, or by-laws,
- Information provided by the Client, Consultants, or other third parties engaged by the Client that differs materially from actual conditions,
- Interpretations by authorities having jurisdiction that differ from the Structural Consultant's interpretations of statutes, regulations, codes or by-laws, which differences the Structural Consultant could not have reasonably anticipated,
- Acceptance of Constructor proposed substitutions that require revisions to the Construction Documents,
- An unreasonable number or complexity of Constructor claims, requests for information (RFIs) or proposed substitutions,
- Replacement of work damaged or destroyed during construction by fire, flood, or other cause,
- Major defects or deficiencies in the Work or default by either the Client or the Constructor under a Construction Contract, and
- Dispute resolution proceedings arising out of the Construction Contract.
- In case of selected products becoming unavailable for reasons beyond the control of the Structural Consultant s, and resulting in re-selection of an entire group of items, then charges for such extra efforts are applicable

(c) The Structural Consultant shall perform Additional Services upon receipt of written authorisation in the form of Addendum/Variation Order issued by the Client to the Structural Consultant to enable the Structural Consultant to proceed with such rework.

(d) Additional services, when authorized, shall be compensated as per a mutually agreed fee or as per the agreed person-hour rate chart.

G. Assignment

The Structural Consultant and Client shall only assign the benefit of the Contract/Agreement or any rights arising under it with the prior written consent of the other.

H. Novation

As per Section 62 of the Indian Contract/Agreement Act, in case both the Parties to this Agreement agree to substitute a new Agreement for it or to rescind it or alter it, the original Agreement need not be performed. However, the newly substituted Agreement should be valid, enforceable, have consideration and should be by the mutual written consent of the Parties. Primarily, it should fulfil the requirements of a valid Contract/Agreement.

I. Validity/Tenure

The validity/tenure of the agreement is for a period of (no. of years) years from the date of the agreement or from the date (Date) the Architect has commenced work, (Date) whichever is earlier.

J. Confidentiality/Non - Disclosure

The Parties acknowledge that the existence and the terms of this Agreement and any defined confidential (oral or written) information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

(a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure)

(b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities or

(c) is required to be disclosed by any Party to its team members regarding the task contemplated hereunder, provided that such team members shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, for which Party shall be held liable for breach of this Agreement. Such liability shall have a maximum limit of fees paid to date.

K. Copyright and License

(a) The Structural Consultant shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the services, and this clause generally asserts the Structural Consultant's moral right to be identified as the author of such work.

(b) No part of any design by the Structural Consultant may be registered by the Client without the written consent of the Structural Consultant.

(c) The Client shall have the license to copy and use of such drawings and documents for which the fees and other amounts appropriately due have been paid, only for purposes related to the construction of the project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extensions of the Project or any other project without the Structural Consultant's written consent.

(d) Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in pdf format only, unless an alternative format has agreed and set out in the Agreement.

(e) Copying or use of the drawings and documents by any other Client Appointment providing services to the Project shall be deemed to be permitted under sub-license granted by the Client, whether such drawings and documents were issued by the Client or on the client's behalf.

(f) The Client shall not use drawings and documents other than for the purpose of which they were prepared and provided by the Structural Consultant.

L. Permission to Publish

For the mutual benefit and protection of the Client and the Structural Consultant, the Client authorizes the Structural Consultant to use the documents of the project judiciously and appropriately (drawings, photographs, videos etc.) for purposes such as awards, magazine publications, portfolio, website etc. The wealth of a Structural Consultant is the portfolio through which they are recognized and can build their practice. Both parties shall inform and give due credit while publishing relevant contributions and ensure proper adequate conduct of business.

M. Credits

The Client shall give Professional credit to the Structural Consultant in Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

N. Arbitration

All disputes arising out of this Agreement shall be referred to arbitration by the sole/Arbitrator (or Arbitrary Tribunal if needed) to be appointed by both the parties mutually in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in (Place). The arbitration proceedings shall be conducted in the English language. The decision of the Arbitrator shall be final and binding. Any award of the tribunal shall include the reasons for such awards. Each party shall bear its own cost and expenses of arbitration.

O. Jurisdiction

The Courts in (place) alone shall have exclusive jurisdiction to entertain, try and depose of all suits, applications and petitions arising out of Agreement in accordance with laws applicable in India.

P. Termination of services

(a) If the Structural Consultant or the Client is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.

(b) The Client terminates this contract by notice in writing sent to the Structural Consultant. Upon receipt of such notice in writing, the Structural Consultant shall perform no further Services, and the Client shall take measures to mitigate costs incurred by the Structural Consultant as a result of the suspension or termination.

(c) If the Client is in default in the performance of any of the Client's obligations under this contract, including but not limited to failure to make payments to the Structural Consultant when due, the Structural Consultant may suspend performance of the Services or terminate this contract by notice in writing sent to the Client. The Structural Consultant shall not be liable for any delay or damages the Client may suffer as a result of such suspension or termination. The Structural Consultant's right to such suspension or termination shall be in addition to and not in substitution for any other rights the Structural Consultant may have under this contract or by law.

(d) If the Client terminates this contract through no fault of the Structural Consultant, any curtailment of the professional services beyond the Schematic Design Stage shall make it obligatory for the client to pay at least 20% of the fee for the remaining Stage(s) of the curtailed work/ Services.

(e) On termination, the Structural Consultant shall handover to the Client all data and documents, drawings, designs, models and calculations and conclusions reached with respect to the Project, in both computer and printed formats, as are created, prepared, compiled or otherwise available with the Structural Consultant in respect of the Project.

(f) In case of termination by either Party, the Client can engage another Structural Consultant to complete the work, after duly paying the previous Structural Consultant and upon obtaining a No Objection Certificate from the previous Structural Consultant.

Q. Suspension:

(a) The Client may suspend the work but not terminate the contract by giving written notice, a minimum of (xx) calendar days prior to the date of suspension. The (xx) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within (xx) calendar days of receipt of written notice from the Client to resume the work. The (xx) day notice may be waived if approved in writing by both parties. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Structural Consultant may terminate this contract upon providing notice in writing to the Client.

(b) If the Client suspends the work due to no fault of the Structural Consultant, on resumption of work, the Contract Period will be pro-rata extended, and the Structural Consultant shall be entitled to be paid for all the services performed and the reimbursable expenses incurred till the date of suspension plus any additional fee that the Structural Consultant may be entitled to. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the Structural Consultant may terminate this contract upon providing notice in writing to the Client.

(c) If the Client has suspended the work due to the Structural Consultant s failure to perform any of its obligations under this agreement. In this case, the Client will suspend all payments to the Structural Consultant provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Structural Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Structural Consultant of such notice of suspension.

R. Force Majeure

(a) Neither party shall be considered in default in the performance of its obligations hereunder by any cause which is not attributable to the fault or negligence, which is both not foreseeable and beyond the reasonable control, of such party and which materially, directly and adversely affects the performance of obligations of either Party (specifically excluding (i) causes that can be controlled by the reasonable expenditure of money in accordance with usual business practices, and (ii) general economic or market conditions) (Hereinafter called "Force Majeure").'Force Majeure' includes, but is not limited to, any of the following incidents, namely: fire, flood, earthquakes, storms, typhoons, explosions, the action of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes or storage, inability to obtain or shortage of material equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the governments or military authorities in any states or by other causes beyond its control of the party claiming Force Majeure.

(b) Force Majeure shall not include financial distress of either party or the inadequate or delayed performance by either party unless such circumstance has itself been caused by a Force Majeure incident. The burden of proving the existence and extent of a Force Majeure event shall rest with the Party claiming its performance to be so affected.

(c) Each Party shall, at all times, use all reasonable endeavours to minimize the delay in the performance of this Agreement as a result of Force Majeure.

(d) In case the Force Majeure conditions continue for a period of more than xx days, and in the opinion of the Client, the obligations under this Agreement are incapable of being performed on either side, the Client shall, at its sole discretion, have the right to terminate this Agreement.

S. Extension of Time for Completion

The Structural Consultant shall be entitled to submit a written request for extension of time, in case of any extra or additional Services, that is not mentioned in the Scope of Services or any delay on account of 'Force Majeure' as defined, or delay due to any other special circumstances other than due to the default of the Structural Consultant. The client shall grant such an extension of time.

T. Liquidated Damages

(a) Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Structural Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Structural Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Structural Consultant by way of deemed liquidated damages, subject up to a maximum of (x) % of the Agreement Value/up to the fees paid till date to the Structural Consultant.

(b) Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to (x) % of the Agreement Value per week, subject to a maximum of (x) % of the Agreement Value/fees paid till date, will be imposed. However, in case of delay due to reasons beyond the control of the Consultant, a suitable extension of time shall be granted without any escalation or damages. Any such total aggregate liability will be limited maximum up to fees paid to the Structural Consultant to date.

U. Indemnification

The Structural Consultant shall indemnify and keep indemnified and hold harmless the Client for any and all losses, demands or claims that may be suffered by the Client on account of the following:

(a) The Services, or any defect, deficiency or inadequacy in the services provided by the Structural Consultant to the Client.

(b) Breach by Structural Consultant of any representation, warranty, covenant, or performance obligations under this Agreement.

(c) Any claim or demand made by any person or entity working for or under the Structural Consultant.

(d) Any claim arising from the failure of the Structural Consultant to comply.

(e) With any statutory regulations governing the services required to be provided by the Structural Consultant

V. Professional Liability Insurance

The Structural Consultant will provide a Professional Liability Insurance (PLI) for a sum not more than 1 (One) time the value of this Agreement to indemnify the Client for any deficiencies/ inadequacies in the services rendered by the Structural Consultant for a period of (no.) months from the effective date of this Agreement or as per applicable law whichever is longer.

(a) Unless the Client arranges and pays for project-specific professional liability insurance, the Structural Consultant shall carry professional liability insurance under a policy that has limits not less than Contract/Agreement value.

(b) The Structural Consultant shall carry general liability insurance under a policy with limits not less than XXXX, from the date of commencement of the Services until one year after the virtual or official completion date of the project.

(c) The Structural Consultant shall require all associate consultants engaged by the Structural Consultant to carry insurance.

(d) Upon request, insurance policies of the Structural Consultant and of the Consultants engaged by the Structural Consultant shall be available for the Client's inspection

W. Limitation of Liability

(a) The Structural Consultant shall be liable for all claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual/employee assigned by the Structural Consultant for the performance of the Services under this Agreement and/or for any loss and/or damage caused to the property of the Client.

(b) The liability of the Structural Consultant and the Client with respect to any claims against each other, in the Agreement, shall be limited to direct damages only, and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party. Any such total aggregate liability will be limited maximum up to the extent of fees paid to the Structural Consultant to date.

X. Statutory obligation

The Structural Consultant agrees that he will comply with all the laws/regulations and statutory compliance in conformity mentioned in the Agreement.

Y. Conflict of Interest

The Structural Consultant represents that there is no business, professional, personal or other interest including but not limited to the representation of other clients that would conflict in any manner with the performance of his obligation under this agreement.

Z. Relationship

The Structural Consultant shall at all times act as and be deemed to be an independent Structural Consultant for all purposes of this Agreement, and this Agreement does not confer and shall not be construed to create any principal-agent or employer-employee relationship between the Parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party (or any of its Affiliates) in any manner. The Structural Consultant shall not perform any act nor make any representation to any third party to the effect that the Structural Consultant or any of its agents, representatives, or employees are the agents of the Client.

AA. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

BB. No Waiver

The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

CC. Modifications

No modification or amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorized representatives of both parties.

DD. Notices

All consents, notices, demands or other communications required to be given or made hereunder shall be in the English language, in writing and delivered personally or sent by regular email or by prepaid registered post-A/D addressed to the intended recipient thereof at its address as mentioned in the title of this Agreement or to such address as any Party may, from time to time, notify to the other Parties.

EE. Survival

Survival of the parties' obligation under the section of confidentiality obligation, non-compete obligation and effect of termination shall survive the expiry or termination of this agreement.

FF. Non – Solicitation

Neither Party shall offer employment to any employee/s of the other Party during the term of this Agreement or during the period of xx years after the expiry of this Agreement, without the prior written consent of the other Party.

GG. Undertaking by the Structural Consultant

By executing this Agreement, the Structural Consultant declares that it has the legal capacity to execute this Agreement and that there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State of Central Government Department or other local bodies or authorities in any manner affecting the services required to be provided by the Structural Consultant.

HH. Communication

(a) All communication between the Parties shall be channelized through their appointed representatives or their authorized nominees.

(b) Coordination is the responsibility of the Structural Consultant, and the Client will not co-ordinate on its behalf but extend all cooperation to ensure smooth coordination for the Project. However, the Structural Consultant shall keep the Client informed and in the loop for all communications and correspondence.

(c) All communications from the Structural Consultant shall be done through a single project manager appointed by the Structural Consultant for the Project. The Client shall similarly appoint a Project in charge who will be a one-point contact to the Structural Consultant.

(d) Normally, all communication should be in electronic format as far as possible, except in the case of drawings. The flow of Approved for Construction (AFC) or Good for Construction (GFC) drawings (hereinafter referred to as GFC drawings) is elaborated in EXHIBIT x Flow of GFC Drawings

II. Compliance with Law

(a) The Structural Consultant shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority having or asserting jurisdiction over the subject matter hereof, which shall be limited to the employees under the payroll of the Structural Consultant.

(b) The Structural Consultant shall at all-time keep all its workmen and staff working at the site insured against all possible risks. The Structural Consultant, while executing the Scope of Work, shall comply with all the terms and conditions of the Site Safety Policy and Site Safety Manual of the Client. In the event of failure of the Structural Consultant to comply with the site's health & safety requirements, the Structural Consultant shall be solely responsible for any incident or mishap that may occur on the Project site. The Structural Consultant has agreed that it will not take any action that would be illegal or in violation of these applicable laws, rules, ordinances, regulations, executive orders and/or policies.

JJ. Client's Property

Anything supplied by or paid for by the Client for the use of the Structural Consultant shall be the property of the Client and, where practicable, shall be so marked.

KK. Rights and Liabilities of Parties

Each party hereby expressly agrees and acknowledges that each party shall not be liable to the other party for any kind of indirect, consequential, punitive, and special damages that occurred due to the third party.

LL. Standard of Care

In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practising in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

MM. Prevention of Corruption

Both parties must at all times comply with all applicable laws relating to anti-bribery, anti-corruption, and improper payments, including but not limited to the Criminal Code act. Both the parties certify that to the best of their respective knowledge, none of its employees, representatives, or agents has made, donation or offered to make or agreed to make any loan, gift or other payment, directly or indirectly, whether in cash or in-kind, to or for the personal benefit of the employees of the other party, or its affiliates or any other person or third party by whatsoever name called to obtain this Agreement or in connection with execution or performance of this Agreement/Services.

NN. Exclusions

(a) Specialised Consultants such as Façade, Vertical Transportation, Lighting, Kitchen, Traffic, Project Management, Facility Management Consultant and any other Specialised Sub-consultants appointed by the Client other than the Sub-consultants engaged by the Structural Consultant as per Exhibit- F.

(b) Surveying of site; taking size, location and invert levels, sub-soil investigation & Foundation recommendation etc., for existing utilities & groundwater survey.

(c) Additional 3D renders, physical model & marketing collaterals: Additional computer-generated Views, Walk Through(s), models, 3D renderings agreed in the deliverables mentioned in Exhibit B –Schedule of Services of this agreement for marketing purposes and Preparation/Printing of Brochures

(d) Additional copies of drawings: Additional copies of drawings over and above the copies mentioned in the deliverables at a mutually agreed rate.

(e) Peer Review/Third Party Audit: Cost towards Peer review/any third-party assessment/audit etc., if any, is required to be conducted.

(f) Any sort of elaborate administrative non-Structural Consultant related work.

(g) Legal and finance-related matters.

EXHIBIT 10E - CLIENT'S RESPONSIBILITY

The Client shall be responsible for providing the following information adequately in advance

A. Legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

B. Subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

C. Detail Design Brief with amenities, detail area matrix and a well-compiled Design Program with other services required.

D. Timely written approval or sign-off on the deliverables at each stage to enable the Structural Consultant to proceed to the next stage.

E. Honour Structural Consultant's bills and give timely payments to the Structural Consultants.

F. Speedy approval(s)/decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/ applicable.

G. Approved Communication/Authorization Protocol.

H. Essential liaising information and obtaining statutory approvals from Statutory authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

I. Scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

J. Socio-economic issues such as safety, security and political issues etc.

3.17.11. EXHIBIT 11 – BACK-TO-BACK AGREEMENT WITH MEPF SUB-CONSULTANTS – AREA BASIS

TABLE OF CONTENTS

MEPF Design Consultancy Services Agreement 208

Exhibit 11A - Project Understanding 211

Exhibit 11B - Schedule of Services 211

Exhibit 11C - Professional Fees & Schedule of Payment 222

Exhibit 11D - Terms & Conditions 224

Exhibit 11E - Client's Responsibility 235

MEPF DESIGN CONSULTANCY SERVICES AGREEMENT

THIS MEPF DESIGN CONSULTANCY SERVICES AGREEMENT ("Agreement") is executed on (Date) day of (Month), (Year)

By and between:
(Architectural Consultant's Firm Name), (Consultancy status; proprietorship/ Partnership/ LLP. etc.) having COA No. (COA No.) and having his office (Address), hereinafter referred to as "Client" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the FIRST PART;

and
(MEPF Consultant's Firm Name), (Consultancy status; proprietorship/ Partnership/ LLP. etc.) having Registration No. (Reg. No.) and having his office (Address), hereinafter referred to as "MEPF Consultant" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-title and permitted assigns) of the SECOND PART.

Where as:

I. The Client intends to develop its land parcels, situated at (Plot number and address) and has intended to appoint a MEPF Design Consultant to provide MEPF Design Consultancy Services for the development.

J. The MEPF Consultant is in the profession of providing MEPF Design Consultancy Services.

K. The MEPF Consultancy firm has established that they have the requisite expertise, experience and resources to undertake and complete the services as described in the Agreement to the Client's satisfaction.

L. On the basis of the above representation of the MEPF Consultant and subsequent discussions, deliberations and negotiations, the Client has requested the MEPF Consultant to perform the duties hereinafter mentioned in respect to MEPF Design Consultancy Services for the Project. The MEPF Consultant accepts the appointment on the Terms and Conditions, Professional Fees and Scope of Work as set for the below:

Now this agreement witnesseth as follows:

1.0 DEFINITION OF TERMS

In this Agreement (including the recitals and the Schedule), the following terms, to the extent not inconsistent with the context thereof, shall have the meaning as defined below:

1.1 Client - shall mean the Architectural Consultant independently appointed by the Client to provide Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Fighting design services and providing liaising consultancy services for obtaining statutory approvals from relevant statutory authorities in relation to the Project.

1.2 Project - shall mean the project as defined in "Exhibit A - Project Understanding" (Site Plan, Project Information) for which the Services are to be provided by the MEPF Consultant.

1.3 Services - Services means the professional services identified in Exhibit B - Schedule of Services" which are performed by the MEPF Consultant and MEPF Consultant's employees.

1.4 Additional Services - Additional Services are the services/works that are not included in the Services mentioned in 1.3. In case the Client intends to avail Additional Services, the Client will provide written authorisation in the form of Addendum/Variation Order to the MEPF Consultant, for which the MEPF Consultant will be entitled to mutually agreed on Additional fees.

1.5 Addendum/Variation Order - is a written authorisation issued to the MEPF Consultant by the Client for MEPF Consultant to perform Additional Services. An Addendum/Variation Order forms a part of the Agreement.

1.6 Effective Date - shall mean the date of execution of this Agreement.

2.0 SERVICES

MEPF Consultant shall perform MEPF Design Consultancy Services and shall create, deliver such items as defined and included in the Schedule of Services, annexed as Exhibit B based on the Project Understanding annexed as Exhibit A.

3.0 COMPENSATION/PROFESSIONAL FEE

Professional Fees payable to the MEPF Consultant by the Client and the Schedule of Payment is annexed as Exhibit C.

4.0 TERMS OF CONTRACT

The Terms & Conditions of the Agreement are annexed as Exhibit D, and Client's Responsibilities are annexed as Exhibit E.

5.0 NOTICE AND REQUEST

Any notice or request to be given by either party or the other shall be given in writing at the address set out below.

For Client

Name	:
Designation	:
Contact number	:
Email	:
Client's Firm Name & Address	:

For MEPF Consultant

Name	:
Designation	:
Contact number	:
Email	
MEPF Consultant 's Firm Name & Address	:

Enclosed:

13. Exhibit A – Project Understanding

14. Exhibit B – Schedule of Services

15. Exhibit C- Professional Fees & Schedule of Payment

16. Exhibit D –Terms & Conditions

17. Exhibit E – Client's Responsibility

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in duplicate at (Place) on the day and year hereinabove mentioned.

SIGNED AND DELIVERED	**SIGNED AND DELIVERED**
For Client	**For MEPF Consultant**
Name:	Name:
Designation:	Designation:
Client's Firm Name & Address:	MEPF Consultant Firm Name & Address:
Round seal	Round seal with Registration Number
(Authorised Signatory)	(Authorised Signatory)
Witness:	Witness:
.....	.....

EXHIBIT 11A - PROJECT UNDERSTANDING

Client's Vision and the Area Matrix to be added

The brief can consist of the Client's program encompassing

A. Size, plinth area of project, land area, location co-ordinates
B. Height, number of levels etc.
C. Indication of phasing up of project (one, two or three)
D. Estimated Project Cost
E. Any other detail that is relevant to understand the Scope of MEPF Consultant's services or that of Client's acceptance.

EXHIBIT 11B - SCHEDULE OF SERVICES

The Schedule of Services to be performed and be successfully completed by the MEPF Consultant in accordance with this Agreement shall include the following detailed stage activities and stage-wise deliverables.

Comprehensive Design (Core & Shell) - Civil finishes for the typical lobby and typical floor only

Q. Concept Design
R. Schematic Design
S. Statutory Approvals
T. Detail Design
U. Construction Document
V. Tender
W. Construction Administration
X. Project Closeout

The detailed stage-wise Scope of Work of MEPF Consultant, along with the deliverables, is as under:

A. STAGE 1 – CONCEPT DESIGN STAGE

The activities will involve the following:

(a) Collection of all relevant site data, including site survey drawings, geotechnical reports, the conceptual design of the Architect.

(b) Analyzing and determining space requirements for each facility/ service that meets both statutory and design requirements.

(c) Establishing design guidelines for air-conditioning such as temperature, humidity and cleanliness level in each of the conditioned, heat recoveries and energy conservation (if applicable)

(d) Preliminary design and choice of an appropriate system of air-conditioning (if applicable)

(e) Establishment requirements for ventilation and exhaust systems.

(f) Establishment of water demand and source of water, water treatment, storage and distribution. This should consider domestic water, water needed for firefighting, water requirement for landscape areas, and any other water requirement that is felt important during the design phases and is not considered within this RFP.

(g) Preliminary concept on sanitary and drainage systems including Stormwater drainage and rainwater harvesting for site level and individual building/s too.

(h) Water treatment and sewage treatment.

(i) Establishing guidelines for fire detection and firefighting systems in line with fire authority's approval for site level and individual building/s too.

(j) Establishing preliminary electrical loads and maximum demand within the building envelope and site-level too.

(k) Segregation between emergency/non-emergency loads.

(l) Preliminary plant sections.

(m) Issues of captive generation, fuel storage relating to Diesel Generator.

(n) Low voltage systems – Preliminary concept of AV, IT, BMS, Automation, Video Door Phone, voice and data requirements, supply to all signages (statutory and non-statutory) within the project area and should have all security systems integrated to BMS.

(o) Aviation lighting meeting statutory requirements.

(p) Provision of alternative power backup system.

(q) Consideration to make use of solar power energy in line with Green Building requirements.

(r) Basic riser diagrams for all services explaining the basis of design.

(s) AV/IT

(t) IBMS

(u) VDP, DTH, mobile booster, all data & voice cabling.

(v) Coordination with Lighting Consultant

(w) Coordination with Security Consultant (Backbone design)

(x) Coordination with mobile booster vendor for space provision inside the shaft and antenna's location

(y) Coordination with DTH/TV/Telephone/data/voice service providers – Space Provision for cable/ antenna etc.

(x) Electrical distribution from the main DB to façade DB

(aa) Security backbone and interface Services

(bb) Civil Aviation Lighting/Lightning protection system

(cc) Details calculation for each MEPF discipline

(dd) Assist the Client with statutory permission and prepare the documents & drawings required for statutory permission.

(ff) For all services - cable to be considered from Shaft to Apartment/Offices & all inside cabling.

Deliverables:
All drawings (colour) in A1/A2 size - 3 hard copy sets and soft copy in pdf and AutoCAD
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

(a) Concept design report
(b) DBR (concept stage)
(c) Building services alternative concepts consistent with Architecture and sustainability goals
(d) Analyses of concept alternatives and recommendations
(e) 1:100 Final Concept layouts of the tower as well as unit plans
(f) 1:100 single line schematic diagrams
(g) Daylight and energy summary
(h) Recommendation for façade systems
(i) Design Schedule
(j) Review the local building regulations and relevant local code requirements.
(k) Preliminary design criteria
(l) Preliminary energy efficiency strategies
(m) Environmental study to determine heat loads
(n) Preliminary Estimate
(o) Attend meetings as and when required
(p) All that is required to complete this stage as per standard/convention

B. STAGE 2 – SCHEMATIC DESIGN STAGE

The activities will involve the following:

(a) The Sub-consultant shall be responsible for and provide the comprehensive HVAC/Ventilation, electrical load calculations/requirements and computation for the total water requirement/Water balance statement.

(b) The Sub-consultant shall be responsible for preparing the preliminary drawings indicating all the external services (within the plot area); size and location of plant rooms, ventilation fan rooms; substation; water tanks, pump room, firefighting pump room, water treatment plant, and sewage treatment plant in coordination with Architectural requirement. Room sizes and locations to meet all statutory and design requirements.

(c) Following are the descriptive narration on the design proposal and issues to be addressed by the Sub-consultant in coordination with the Architect.
   i Design criteria, limits and objectives.
   ii Site requirements and constraints.
   iii Demand and consumption assessment of-
      - Domestic water, including that required for firefighting and all landscape areas
      - Electric power, including the provision of car charging points, aviation lighting, etc.
      - Telecommunication
      - AV, IT, BMS, Automation & Door Phones
   iv Use of alternative power and solar energy.
   v Firefighting water requirements as per National Building Code (NBC) and local Fire Department requirement.
   vi FAPA System and its integration with BMS.
   vii Gas and smoke leak detection system and its integration with BMS.

viii Sewerage generation rates.
ix Integration of rainwater harvesting system within the overall plumbing layout at building and site level. Exhibit the use of rainwater collected with/ without filtration.
x Performance requirements for all site utilities and Building services systems.
xi Distribution of building services and broad material selection.
xii Statutory code analysis.
xiii Plant placement issues. Space allocation of HVAC plant and Electrical plant.
xiv A site plan with graphic scale, north point, utility entry points and routes (Client to give the layout of existing municipal utilities & electric supply lines tapping point outside the plot).
xv Plant spaces, preliminary sizes, weights and placements.
xvi Broad cost estimate on an area basis.
xvii All proposals made should be cost-effective, prevailing within the current scenario and should meet with IGBC guidelines.
xviii Attend meetings as and when required
ixix All that is required to complete this stage as per standard/convention

(d) Sub-consultant shall coordinate with Architect as well as Structural Consultant for MEPF shaft & sleeve. All the shaft & sleeves scheduled with location & level to be issued to Architectural & structural persons.

(e) Sub-consultant shall attend periodic meetings with the Client and coordination meeting with the Architect, PMC, Structural Consultant & other Consultant's whenever required.

(f) The Client shall assist and provide the necessary approvals and documents to assist the Architect and the Sub-consultant in concluding Stage 2.

Deliverables:
All drawings (colour) in A1/A2 size – 3 hard copy sets and soft copy in pdf and AutoCAD
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

(a) Phasing concept
(b) Solar impact diagrams
(c) Sketches, mark-ups and coordination diagrams.
(d) Progress Coordinated 1:100 layouts of tower, core, unit, and car parking level
(e) Progress Coordinated 1:100 schematic diagrams
(f) Outline specifications
(g) Updated Design Schedule
(h) Updated estimate
(i) Review the local building regulations and relevant local code requirements.
(j) Analysis of various MEPF systems
(k) Coordinate with the Green Building Consultant to ensure the design meets the green certification target
(l) Attend meetings as and when required
(m) All that is required to complete this stage as per standard/convention

C. STAGE 3 – DETAILED DESIGN DEVELOPMENT STAGE

The activities will involve the follows:

(a) The Sub-consultant shall prepare design drawings based on approved plans by the Architect and landscape layouts to be furnished by Landscape Consultant.

(b) The Sub-consultant shall prepare a typical installation drawing for all services during the tender stage.

(c) The Sub-consultant shall prepare separate & coordinated services drawings (flat/floor wise), and the same shall be part of the tender document.
(d) The Sub-consultant shall provide (HVAC) provision of AC units for Residential Apartments, Basement ventilation system layout & Ventilation system layout for MEPF services room and mechanical ventilation layout.

(e) The Sub-consultant shall identify size and location of Electrical Substation and layout shall be provided by supplier company, HT/LT panel room, electrical distribution system with metering scheme comprising of panels, distribution boards, bus-ducts, cables & cable trays layout, lighting with circuiting based on approved plans and convenience power, DG room layout along with panel details, earthing & lightning protection system.

(f) The Sub-consultant shall prepare layout & schematics for Low Voltage systems such as Security system, BMS, Voice & data, automation and video door phones. In addition, the planning of the infrastructure requirements for Voice/Data systems, Building Management Systems shall be done by the Sub-consultant.

(g) The Sub-consultant shall also prepare (Plumbing & Fire Fighting) Water tanks & Pump Room Layout; Sewage & Stormwater disposal piping, Fire Fighting room layouts, Wastewater disposal, sewage treatment system and water treatment system, fire detection & firefighting system layouts.

(h) The Sub-consultant shall also prepare a coordinated services layout drawing based on the Ventilation system, Provision of Layout Drawings for Air Conditioning Units for Residential Apartments/ office and commercial spaces, Electrical, Low Voltage, Plumbing and Fire Fighting design drawings and AVIT & BMS design drawings.

(i) Interior layout prepared by ID Consultant will be required to be considered prior to finalization of all layouts.

Deliverables:
All drawings (colour) in A1/A2 size - 3 hard copy sets and soft copy in pdf and AutoCAD
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

(a) DD 1: Sub Structure
(b) DD 2: Tower
(c) DD3: Infrastructure & others
(d) Updated Design Schedule
(e) Updated Project Design Criteria Handbook
(f) Detailed 1:500/1:200/1:100 scale with key dimensions for floor Plans & Layouts.
(g) Detailed 1:50 to 'typical' apartment layouts
(h) Detailed design & drawings of all MEPF services.
(i) Presentation of updated Cost Estimate with the help of PQS appointed by the Client and updated Area statement (the estimate shall vary maximum up to ± 5% from the approved estimate)
(j) Attend meetings as and when required
(k) All that is required to complete this stage as per standard/convention
(l) Documents/Data/Drawing needed for further municipal/statutory submissions and approvals (in as many numbers copies as may be required for such submissions)

D. STAGE 4 – TENDER STAGE - DRAWINGS & DOCUMENTATION

The activities will involve the following:

(a) The Sub-consultant, after coordination and approval of all design drawings, shall prepare tender documents including special conditions of the Contract, technical/ performance specifications and detailed schedule of quantities on the basis of design drawing.

(b) The Sub-consultant shall prepare detailed cost estimates on the basis of unit rates obtained in recently invited similar tenders.

(c) The Sub-consultant, after the approval of cost estimates, will hand over the Tender document to the Client for issuing to pre-qualify Contractors recommended for each system. The Tender Document and Estimate shall also be submitted to the Client as mandated.

(d) The Sub-consultant shall attend the pre-bid meeting and clarify all the points. The Sub-consultant will make bid comparisons of the Contractors.

(e) The Sub-consultant shall also maintain the tender documentation (TD) for the continuing development and expansion of the approved Design Document (DD). The drawings and technical/ performance specification at the Tender Stage shall contain sufficient information and detail to enable Contractors to determine the nature, quality and quantity of labour and materials required for each portion of the work and so as to enable them to quote a price for carrying out and completing such work.

(f) The Sub-consultant shall include the below mentioned as the deliverables for Building Services:
- i A Standard format same as in DD package with expanded legend wherever necessary with the cross-reference to Other Consultant's drawings.
- ii A Schematic and riser diagram as in DD for each discipline with all sizes and components.
- iii Plans for each discipline, as in DD, with an enhanced level of details and sections. Construction details for each discipline.
- iv A Site development plan with cross-sections of pipe and cable trenches. Construction details of manholes, valve chambers and sleeves.

(g) The Sub-consultant shall also include the following:
- i Detailed estimates for each discipline
- ii Detailed technical/ performance specifications for each discipline, schedules and Datasheets of all equipment/systems.

(h) The Sub-consultant shall include updated and enhanced narrations on the various disciplines as a continuation of the DD.

(i) The Sub-consultant shall participate in pre-tender technical discussion with Contractors and in tender negotiations. It shall prepare & submit clarification (if any required) to the queries raised in the technical discussions.

(j) The Client shall assist and provide the necessary approvals and documents to assist the Architect. Sub-consultant and another Consultant's to conclude Stage 4.

(k) The Sub-consultant shall participate in any/all Value Engineering and/or re-engineering exercises & deliver as per requirements of Client and Architect.

Deliverables:

All drawings (colour) in A1/A2 size – 3 hard copy sets and soft copy in pdf and AutoCAD
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

(a) Detailed Specifications
(b) List of approved materials and brands
(c) List of Contractors will their Contact details
(d) Detailed design & drawings
(e) Presentation of updated Cost Estimate
(f) Detail Bills of Quantities including the list of items, detailed item description, detailed technical & performance specifications but excluding quantities.
(g) Schematic Diagrams and Riser Diagrams for each discipline mentioned below:

HVAC:- Schematic toilet & Pantry exhaust systems.
- Schematic staircase pressurization systems.
- Schematic chilled water piping.

Plumbing:- Schematic cold and hot water distribution.
- Schematic drainage for soil, waste and rainwater.
- Schematic layout of the utilization of rainwater collected within the stipulated location.

Electrical:- Single line diagram of electrical distribution to utilities.
- Single line diagram of electrical distribution for lighting (as per specialist control logic) and power.
- Single line diagram of alternative power supply and solar power utilisation with the project area.

AV, IT & BMS:- Single line diagram of the AV system.
- Single line diagram of IT system.
- Single line diagram of BMS system.

Fire Detection & fighting:- Schematic fire alarm and public announcement system
- Schematic sprinkler layouts
- Schematic layouts for smoke and gas leak detectors
- Schematic Hydrant layouts at site level and within the building envelope, including the podium.

(a) Drawings/information on Mechanical – Ventilation/ HVAC:
- Ventilation & exhaust system layout for mechanical & electrical services room.
- Mechanical Ventilation in Basement.
- Plant room layouts, equipment sizes and weights
- Opening in slabs and beams
- The layout of AHU's and FCU's
- Main single line piping routes, sizes and valves
- Main single line ducting, fire/volume dampers, FC units with broad sizing. (Grilles & diffusers to be shown only after the ceiling layouts are finalized by the interior designers)

(b) Drawings/information on Mechanical – Plumbing:
- Location of water tanks, pump rooms
- Single line domestic cold water and hot water pipe layout and valves
- Water supply layouts and valves
- Toilet and Pantry layouts with water & drainage system piping
- Drain piping, soil, waste and rainwater and vertical stacks
- The roof drainage and its connectivity to the RWH tank and overflow of excess water to recharge bores
- Utilization of rainwater collected within the RWH tanks, its filtration, if needed, prior to utilization, etc.
- External sewage and stormwater layout

(c) Drawings/ information on Electrical Installation:
- Substation layouts, equipment sizes and weights (From Supply Company)
- Emergency power equipment's
- Aviation lighting layouts
- Power supply and distribution layout to all signages within the project area
- Layouts for car charging points within the stipulated parking areas
- The layout of distribution panels
- Cable routes and conduit layouts
- Incorporation of lighting layouts in coordination with interior layouts
- Lighting layouts as per specialist input and control logic
- External lighting as per specialist input and control logic. These shall be in line with façade, landscape and specialised lighting consultants' designs and requirements.
- Electrical Genset (DG)/Back-up power layout
- Solar Power generation and distribution layout within the project area

(d) Drawings/ information on Fire Detection and Fire Fighting:
- Fire alarm and public announcement system
- Fire pump room layouts, equipment sizes and weights
- Fire storage tanks
- Fire Hydrant & Sprinkler system layouts within the project area
- Hose reels, cabinets and hand appliances
- Smoke and gas leak detectors layout meeting all statutory requirements.

(e) Drawings/ information on Telecom system, AV, IT, BMS, Automation:
- Cable routes and tag blocks
- Location of telephone outlets etc. as per Architect and Company input/drawings
- Installation of Intercom and door phone system
- Integration with BMS shall consist of but not be limited to security systems and devices, all common area lighting, fire identifying and fighting devices, all illuminated signages, emergency power backup system, all common area water supply, etc.

(f) Documents/ Data/ Drawing needed for further municipal/statutory submissions and approvals (in as many numbers copies as may be required for such submissions)

(g) Plan, section & elevation Blow-up details at 1:50/1:20/1:10/1:5 scale as applicable to the level of information required to be depicted for a clear and unambiguous understanding of the design and components thereof.

(h) Attend meetings as and when required

(i) All that is required to complete this stage as per standard/convention

E. STAGE 5 – CONSTRUCTION STAGE

The activities will involve the following:

(a) The Sub-consultant should verify the Contractor's Shop Drawings (One copy) and should give a recommendation for execution.

(b) The Sub-consultant shall review, comment and verify compatibility between GFC and design intent of the contractor's shop drawings and other submittals.

(c) The Sub-consultant shall visit the site as and when required by the Client/Architect/PMC to ensure that installation work is as per the design and technical/performance specification and cross-check of work progress with respect to completion schedule. Sub-consultant, if required, shall visit offsite equipment testing, manufacturing processes at manufacturing unit prior to delivery at site.

(d) The Sub-consultant shall witness Site Acceptance Test (SAT) and inspect materials and equipment's delivered to the site and to ensure their compliance.

(e) The Sub-consultant shall assist Client/Architect/PMC if required in assessing the validity of Contractor's claims, request for payments & final accounts. Also, assist in procuring Mechanical & Electrical equipment with a long lead delivery time.

(f) The Sub-consultant shall participate with PMC in the testing and commissioning of the major system, including the joint certification of test reports from services Contractors.

(g) The Sub-consultant shall approve the Contractor's Shop Drawings, which shall be dispatched to the Project Manager with approval /rejection/comments.

(h) Request for information, if required by Client/ Contractor, shall contain detailed sketches / drawings.

(i) The Sub-consultant shall coordinate with the Client for the preparation of drawings and shall issue six sets of Good for Construction drawings and details.

(j) The Sub-consultant shall review and approve technical submittals such as materials, method statements, calculations, test reports, sample boards, mock-ups proposed by Contractors/Clients to ensure adherence to the design intent.

This phase completes the Project construction phase.

Deliverables:
All drawings (colour) in A1/A2 size – 6 hard copy sets and soft copy in pdf and AutoCAD
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

(a) Detailed technical/performance Specifications
(b) Detailed design and drawings
(c) Documents/ Data/ Drawing needed for further municipal/statutory submissions and approvals (in as many numbers copies as may be required for such submissions)
(d) Specifications technical/ performance
(e) Special conditions of Contracts
(f) List of approved materials and brands
(g) List of approved specialized subcontractors
(h) Rate Analysis and details Cost Estimate
(i) List of Contractors with their Contact details
(j) Regular Site visits to ensure compliance of construction as per approved design and suggestions in writing after the regular site visits to highlight the variation from the design if any. This should be followed by the submission of regular site visit reports.
(k) Respond to any design and/ or technical queries raised by Contractor and Project Manager within 3 working days. Hard copies, if any, to reach site office within 1 working day post uploading of these documents to Aconex.

(l) Respond to any Request for Information (RFIs) raised by the Client, General Contractor, PMC within 3 working days. Hard copies, if any, to reach site office within 1 working day post uploading of these documents to Aconex.
(m) Review, approve and validate Technical Submittals such as Materials, Method Statements, calculations, Test Reports, sample Boards, mock-ups proposed by Contractors/ Client to ensure adherence to the design intent within 7 working days. Hard copies, if any, to reach site office within 2 working days post uploading of these documents to Aconex.
(n) Review, approve and validate shop drawings, etc., submitted by Contractors with the design intent in compliance with GFC within 7 working days. Hard copies, if any, to reach site office within 2 working days post uploading of these documents to Aconex.
(o) Attend meetings as and when required
(p) All that is required to complete this stage as per standard/convention

F. STAGE 6 – PROJECT COMPLETION & HANDING OVER

The activities will involve the following:

(a) The Sub-consultant shall assist in the commissioning of all systems and verify the commissioning reports.

(b) The Sub-consultant shall facilitate the handover of systems by Contractor to the Client's team.

(c) The MEPF shall assist the Client in getting Maintenance manuals from Contractors.

(d) The Sub-consultant shall assist Architect in getting guarantees/warranties from Contractors.

(e) The Sub-consultant shall review and validate "As-Built" final coordinated drawings in coordination with concerned contractors and agencies, representing the final completed Project and forward the same to Client

(f) The Sub-consultant shall give the final Acceptance after the Contractor's test reading and as-built documentation is submitted.

Deliverables:
All drawings (colour) in A1/A2 size - 3 hard copy sets and soft copy in pdf and Autocad
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

(a) Verified As-Built Drawings submitted by the contractors
(b) All that may be required for completion of this stage as per standards/ conventions.
(c) Check, review and approve Operation & Maintenance Manual submitted by contractors/vendors.
(d) Verify commissioning report submitted by the contractors

G. Fire and Life Safety (if required) Optional

The activities will involve the follows:

(a) The design aspects for all the items of the development of fire and life safety. Observe and comment on as well as make recommendations for any alternative design solutions ("Fire Engineered Solutions") that could be envisaged for the project, whilst giving regard to the prevailing NFPA Life Safety Code and National Building Code of India Standards and as per the CFO NOC and associated drawings.

(b) Documents and Drawings for MEP work relevant to Fire and Life Safety considerations.

(c) To discuss all aspects of the project pertaining to Fire & Life Safety and develop an FLS strategy.

(d) To look at specific alternative solutions related to CFO NOC's requirement where possible.

(e) Review of the means of egress, including travel distances, exit capacity and stair capacities, including FLS requirements for basements & lobbies.

(f) Review and advise firefighting provisions within the development. This will include firefighting lifts, wet risers/standpipes, access into the buildings and the need for smoke venting and/or pressurization systems. This review should include Fire Tender movement and access studies for the project and the Podium/Carpark areas/Resident amenity areas.

(g) Review and provide detailed "Engineered Solution" for the FLS strategy as an alternative to the requirement in the current CFO NOC. Provide detailed strategic advice about the most appropriate use of the Fireman's Lifts and Refuge Areas for use during a fire-related emergency.

(h) In case FED is required by the CFO NOC, then identify a strategy for demonstrating how the project design would comply with current statutory requirements even with the specific omission of the FED and provide a written analysis of the case for having the design approved with a modified CFO NOC that does not include the FED.

(i) Review upcoming changes to the code requirements for fire compartmentation requirements. Review Basement Layouts, in view of the upcoming code changes, to advise on requirements for sprinklers and water curtains (FF), detection (FAPA) and smoke control (HVAC) for the car parks specific to fire compartmentation requirements.

(j) Review the fire evacuation provisions for all levels with respect to the Mumbai Fire Department resources, procedures and available protective equipment.

(k) Review clubhouse amenity space designs and advise on escape, firefighting, etc.

(l) Identify preferred fire strategy options with the design team, including identifying any modifications to local authority code requirements.

Deliverables:
All drawings (colour) in A1/A2 size – 3 hard copy sets and soft copy in pdf and Autocad
All reports/documents in A4/A3 size – 2 hard copy set and soft copy in pdf

i Attend site meetings as and when required
ii Examine, review and study the various CFO NOC's and their compliance with the current design and submit a report.
iii Attend all meetings and discussions with the CFO as and when required to assist the team in presenting before the CFO (Chief Fire Officer)
iv Provide certification of FLS works carried out by specialized agencies as appropriate.
v Coordination with the Architect, sub-consultants and specialized agencies as required by the Client.
vi Update the Fire & Life Safety Strategy Report as necessary to match the ongoing development & documentation of the project design.
vii Prepare & provide a detailed Disaster Management Plan for the Fire & Life Safety aspects of the project.
viii All that may be required for completion of this stage as per standards/ conventions.

Exclusions:
Services not included in the Scope are:

- Surveying of site; taking size, location and invert levels etc., for existing utilities & Groundwater survey. Preparation of as-installed drawings, operation and maintenance manuals and attending to day-to-day maintenance problems during the operation of systems.
- Obtaining municipal authorities' permission for various utilities and obtaining an actual connection. All technical assistance will, however, be provided by us.

- Actual purchase of materials for Client, placing of indents, follow up on delivery of Client-Purchase materials.
- Day to day supervision, verification of supplier's or contractor's bills, or certification of payment.
- Vertical and Horizontal transportation system.
- Rain Harvesting System Design (except for coordination with Rainwater Harvesting consultant)

H. MISCELLANEOUS

The Sub-Consultant drawings shall have one file unique number for each drawing to upload on the documentation software as required by the company.

I. INCLUSIVE SERVICES

The Sub-Consultant shall assist Architect as applicable to provide the Inclusive Services as mentioned in Exhibit A.

J. Preparation and submission of all required drawings for various Authority approvals and NOC's.

EXHIBIT 11C - PROFESSIONAL FEES & SCHEDULE OF PAYMENT

A. Professional Fees

Sr. No.	Description	Rate on Gross Cost of Construction (GCC)
1	MEPF Design Consultancy	

Note:
(a) Additionally, GST as applicable shall be payable by Clients with every invoice.

For the purpose of calculating the Professional fees, the Gross Construction Area shall include
Prime Areas:

(a) Outer to outer dimension of the 'Core & Shell' of the building which consists of all occupied areas, functional areas, inner & outer walls, toilet, staircases, balconies, entrance lobbies, Service floor & areas, refuge areas, other circulation areas, recreational areas, facade (plan area). This will also include all BOH & service areas such as the Facility Manager cabin, BMS control room, etc., at podium, ground & basement levels and swimming pool, if any.

(b) Ancillary structures such as security cabins, service buildings etc.

(c) Entire central core including entire staircase and lift core within the structure at all levels which includes habitable, service, basement, parking and podiums floors.

(d) Open to sky, topmost and all terraces, intermediate terraces, all podium tops and top of the basement on the ground level, when extensively designed with landscape and services etc., will be charged at 100% while these areas without landscape and services will be charged at 50%. Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(e) Other areas such as LMR top, OHWT top, service top, security cabin top will be charged nil.

(f) All voids like shafts, lift wells will be excluded.

Support & Service Areas:
The Gross Construction Area shall include

(a) Outer to outer dimension of the 'Core & Shell' of all non-occupied and car parking areas at basement and podium levels, which shall include services areas such M & E equipment's areas.

(b) All voids like shafts, lift wells will be excluded.

B. Person-Hour Rates

In case of Additional work, the Person-Hour charges shall be as under.

Particulars	Person-hour rate in ₹
Founding Principal	
Sr. Associate	
Associate	
Project Manager	
Sr. Project Engineer	
Project Engineer	
Project Assistant	
Draftsperson	

C. Per Diem Charges

Per diem rate for attending outstation site periodic meetings or for discussion with the Client as follows chargeable for the day of meetings

Principal MEPF Consultan ₹...../ per day

MEPF Consultant s & Engineers ₹...../ per day

D. Schedule of Payment

The schedule of payment of "Professional Fees" shall be in accordance with the stages mentioned hereunder: The stage-wise payments will be claimed by the MEPF Consultant in accordance with the submission of deliverables mentioned in Exhibit B - Schedule of Services.

	Stages	Fees Payable	
		%	Cumulative %
a.	**On execution of agreement**	**10%**	**10%**
b.	**Concept Design Stage**	**10%**	**20%**
c.	**Schematic Design Stage**		
	Schematic Design Part 1	5%	25%
	Schematic Design Part 2	5%	30%
d.	**Statutory Approval Stage**	**5%**	**35%**
e.	**Detail Design Stage**		
	On submission of Detail Design Development Part 1	4%	39%
	On submission of Detail Design Development Part 2	3%	42%
	On submission of Detail Design Development Part 3	3%	45%
f.	**Construction Document Stage**		
	Construction Document Part 1	5%	50%
	Construction Document Part 2	5%	55%
	Construction Document Part 3	5%	60%
	Construction Document Part 4	5%	65%
g.	**Tender Stage**	**10%**	**75%**
h.	**Construction Administration Stage**		
	Equal instalments in accordance with construction schedule/progress	20%	95%
i.	**Project Closeout (on Pro-rata basis)**	**5%**	**100%**

The Schedule of Payment Chart is fair & indicative and can be suitably modified as per the Client's and/ Project requirement.

EXHIBIT 11D - TERMS & CONDITIONS

A. General Interpretation

(a) The provision of the agreement continues to bind the Client and the MEPF Consultant as long as it is necessary to give effect to the Parties' respective rights and obligations.

(b) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the MEPF Consultant. The MEPF Consultant, subject to this Agreement, has complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

(c) Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

(d) Words importing the singular only shall also include the plural and vice versa where the context so requires. In this Agreement, the Client and the MEPF Consultant are collectively referred to as "Parties" and individually as "Party".

(e) Words importing the male gender shall also include the female and neuter gender and vice versa.

(f) The marginal words and Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.

(g) Annexures and Attachments to this Agreement form an integral part of this Agreement.

(h) This Agreement superseded any previous arrangements between the Client and the MEPF Consultant in relation to the Service (whether oral/written) and represented the entire agreement arrangements between the Client and the MEPF Consultant in relation to the Service. All the additions, amendments and variations to the Agreement shall be binding only if in writing and signed by the duly authorized representatives of both the Client and the MEPF Consultant.
The Client and the MEPF Consultant shall not claim to have relied upon any statement or representations made by the other party other than those set out in the agreement.

(i) If any clause or part of any clause of the Agreement is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Agreement, and this shall not affect any other clause of the Agreement, nor the validity of the remaining clauses of the Agreement, which shall remain in full force.

(j) The agreement is subject to the law of India, and the Parties submit to the exclusive jurisdiction of the courts of India.

B. Services

Services mean the professional services identified in 'Exhibit B - Schedule of Services' which are performed by the MEPF Consultant and MEPF Consultant's employees.

C. Fees & Reimbursable

(a) MEPF Consultant will raise invoices as per the Schedule of Payment mentioned herein Exhibit C along with adequate supporting documents.

(b) MEPF Consultant's invoices shall contain an itemized computer-generated listing agreed along with adequate supporting documentation.

(c) The payment due to the MEPF Consultant shall be computed on the Gross Construction Area. The fee shall be subject to retroactive adjustments at the end of the project based on the Actual Gross Construction Area.

(d) The Client hereby agrees to pay fees due to the MEPF Consultant based on the actual work completed, in full or in part, for each stage of services

(e) The Client will certify the invoice or revert to the MEPF Consultant with comments, if any, within 7 (seven days) of the invoice date. Payment due to the MEPF Consultant shall be paid within 15 days from the date of invoice. Delay in payment shall attract interest @ (%) (---- Percent) per month.

(f) MEPF Consultant shall be paid within 15 (fifteen days of receipt of the certification from the Client on MEPF Consultant's invoice. The Client shall not withhold any payment (either whole or in part) which is appropriately due to the MEPF Consultant without giving the MEPF Consultant a notice of this intention, with reasons, no later than 10 (Ten) working days prior to the date on which the payment becomes due. In case of payment is delayed by the Client without serving notice. The

MEPF Consultant shall give a notice period of 30 (thirty) working days to the Client for recovering the pending dues. After the expiration of the notice period, the MEPF Consultant reserves the right to suspend work and will not be responsible for the subsequent delay.

(g) In case of intermediate payments, the Client will honour the MEPF Consultant's legitimate interim invoices for any part of the intermediate stage mentioned herein based on progressive deliverables on a pro-rata basis. The interval between consecutive invoicing shall not exceed (no. of weeks)

(h) The MEPF Consultant shall not undertake any outstation travel, lodging, boarding and other related services unless the same is approved in advance by the Client. The mode of travel and stay in a hotel shall require prior approval of the Client. All travel to be in economy class only. Travel mode for CEO and Principals shall be in business class. The cost towards the same shall be borne by the clients.

(i) The MEPF Consultant shall be required to submit its invoice in such form as may be prescribed by the Client.

(j) Incidental charges, if any, not limited to visa charges.

(k) Cost towards additional copies of drawings above 6 sets of prints at a mutually agreed rate.

(l) All the payments will be made in the name of the MEPF Consultant in the currency agreed to by both the Parties, by way of RTGS as per bank account details given below/Cheque/Demand Draft:
Account Name: .....
Account No.: .....
IFSC: .....
Bank: .....
Branch: .....

D. Taxes/Duties

(a) The Compensation/Fees agreed to by the Parties shall be the total amount of consideration payable to the MEPF Consultant. Unless otherwise agreed by the Parties, this Fee/ compensation is inclusive of all applicable taxes and duties but excluding GST. Additionally, GST as applicable shall be payable by Clients with every invoice.

(b) However, the payment of the said Compensation/Fee shall be subject to deduction of TDS or withholding tax as may be applicable and at rates as may be prescribed under the Income Tax Act 1961.

(c) In case of introduction of any applicable new taxes by the statutory authorities, during the course and pendency of this contract or related to this contract, such taxes shall be borne by the client.

E. Escalation

The Professional fees mentioned in Exhibit C shall remain firm for the (no. of months) months from the date of signing of this agreement. Post the time period of (no. of months) months from the date of signing of this agreement, escalation of (%) fees per year for the balance work will be charged with all other terms and conditions unchanged.

F. Additional services

(a) Upon recognizing a need to perform Additional Services, either the MEPF Consultant or the Client shall promptly notify the other explaining the facts and circumstances in writing.

(b) The MEPF Consultant and the Client acknowledge that the need for Additional Services may arise for reasons that include, but are not limited to:

- Changes to the Client's program of requirements,
- Enactment of revisions in codes, laws, or regulations
- Changes to the Project size, scope, quality, or complexity,
- Changes to the Client's Construction Budget,
- Changes to the Client's schedule, including the anticipated dates for construction as stated in the agreement
- Changes to the project delivery method or the form of Construction Contract
- Client instructions that are inconsistent with instructions or written approvals previously given by the Client,
- The Client's failure to render decisions in a timely manner,
- The enactment of new or revised statutes, regulations, codes, or by-laws,
- Information provided by the Client, Consultants, or other third parties engaged by the Client that differs materially from actual conditions,
- Interpretations by authorities having jurisdiction that differ from the MEPF Consultant's interpretations of statutes, regulations, codes or by-laws, which differences the MEPF Consultant could not have reasonably anticipated,
- Acceptance of Constructor proposed substitutions that require revisions to the Construction Documents,
- An unreasonable number or complexity of Constructor claims, requests for information (RFIs) or proposed substitutions,
- Replacement of work damaged or destroyed during construction by fire, flood, or other cause,
- Major defects or deficiencies in the Work or default by either the Client or the Constructor under a Construction Contract, and
- Dispute resolution proceedings arising out of the Construction Contract.
- In case of selected products becoming unavailable for reasons beyond the control of the MEPF Consultants, and resulting in re-selection of an entire group of items, then charges for such extra efforts are applicable

(c) The MEPF Consultant shall perform Additional Services upon receipt of written authorisation in the form of Addendum/Variation Order issued by the Client to the MEPF Consultant to enable the MEPF Consultant to proceed with such rework.

(d) Additional services, when authorized, shall be compensated as per mutually agreed fees or as per the agreed person-hour rate chart.

G. Assignment

The MEPF Consultant and Client shall only assign the benefit of the Contract/Agreement or any rights arising under it with the prior written consent of the other.

H. Novation

As per Section 62 of the Indian Contract/Agreement Act, in case both the Parties to this Agreement agree to substitute a new Agreement for it or to rescind it or alter it, the original Agreement need not be performed. However, the newly substituted Agreement should be valid, enforceable, have consideration and should be by the mutual written consent of the Parties. Primarily, it should fulfil the requirements of a valid Contract/Agreement.

I. Validity/Tenure

The validity/tenure of the agreement is for a period of (no. of years) years from the date of the agreement or from the date (Date) the Architect has commenced work, (Date) whichever is earlier.

J. Confidentiality/Non - Disclosure

The Parties acknowledge that the existence and the terms of this Agreement and any defined confidential (oral or written) information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

(a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure)

(b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities or

(c) is required to be disclosed by any Party to its team members regarding the task contemplated hereunder, provided that such team members shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, for which Party shall be held liable for breach of this Agreement. Such liability shall have a maximum limit of fees paid to date.

K. Copyright and License

(a) The MEPF Consultant shall own all intellectual property rights, including the copyright in the drawings and documents produced in performing the services, and this clause generally asserts the MEPF Consultant's moral right to be identified as the author of such work.

(b) No part of any design by the MEPF Consultant may be registered by the Client without the written consent of the MEPF Consultant.

(c) The Client shall have the license to copy and use of such drawings and documents for which the fees and other amounts appropriately due have been paid, only for purposes related to the construction of the project or its subsequent use or sale, but they may not be used for reproduction of the design for any part of any extensions of the Project or any other project without the MEPF Consultant's written consent.

(d) Where produced using CAD, BIM or other proprietary software, drawings and documents shall be provided to the Client in pdf format only, unless an alternative format has agreed and set out in the Agreement.

(e) Copying or use of the drawings and documents by any other Client Appointment providing services to the Project shall be deemed to be permitted under sub-license granted by the Client, whether such drawings and documents were issued by the Client or on the client's behalf.

(f) The Client shall not use drawings and documents other than for the purpose of which they were prepared and provided by the MEPF Consultant.

L. Permission to Publish

For the mutual benefit and protection of the Client and the MEPF Consultant, the Client authorises the MEPF Consultant to use the documents of the project judiciously and appropriately (drawings, photographs, videos etc.) for purposes such as awards, magazine publications, portfolio, website etc. The wealth of a MEPF Consultant is the portfolio through which they are recognised and can build their practice. Both parties shall inform and give due credit while publishing relevant contributions and ensure proper adequate conduct of business.

M. Credits

The Client shall give Professional credit to the MEPF Consultant in Client's promotional materials such as marketing collaterals, publications, editorials, social media etc.

N. Arbitration

All disputes arising out of this Agreement shall be referred to arbitration by the sole/Arbitrator (or Arbitrary Tribunal if needed) to be appointed by both the parties mutually in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in (Place). The arbitration proceedings shall be conducted in the English language. The decision of the Arbitrator shall be final and binding. Any award of the tribunal shall include the reasons for such awards. Each party shall bear its own cost and expenses of arbitration.

O. Jurisdiction

The Courts in (place) alone shall have exclusive jurisdiction to entertain, try and depose of all suits, applications and petitions arising out of Agreement in accordance with laws applicable in India.

P. Termination of services

(a) If the MEPF Consultant or the Client is adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency, or a receiver is appointed because of its insolvency, the other party may, without prejudice to any other right or remedy it may have, terminate this contract by giving that party or receiver or trustee in bankruptcy notice in writing to that effect.

(b) The Client terminates this contract by notice in writing sent to the MEPF Consultant. Upon receipt of such notice in writing, the MEPF Consultant shall perform no further Services, and the Client shall take measures to mitigate costs incurred by the MEPF Consultant as a result of the suspension or termination.

(c) If the Client is in default in the performance of any of the Client's obligations under this contract, including but not limited to failure to make payments to the MEPF Consultant when due, the MEPF Consultant may suspend performance of the Services or terminate this contract by notice in writing sent to the Client. The MEPF Consultant shall not be liable for any delay or damages the Client may suffer as a result of such suspension or termination. The MEPF Consultant's right to such suspension or termination shall be in addition to and not in substitution for any other rights the MEPF Consultant may have under this contract or by law.

(d) If the Client terminates this contract through no fault of the MEPF Consultant, any curtailment of the professional services beyond the Schematic Design Stage shall make it obligatory for the client to pay at least 20% of the fee for the remaining Stage(s) of the curtailed work/ Services.

(e) On termination, the MEPF Consultant shall handover to the Client all data and documents, drawings, designs, models and calculations and conclusions reached with respect to the Project, in both computer and printed formats, as are created, prepared, compiled or otherwise available with the MEPF Consultant in respect of the Project.

(f) In case of termination by either Party, the Client can engage another MEPF Consultant to complete the work after duly paying the previous MEPF Consultant and upon obtaining a No Objection Certificate from the previous MEPF Consultant.

Q. Suspension:

(a) The Client may suspend the work but not terminate the contract by giving written notice, a minimum of (xx) calendar days prior to the date of suspension. The (xx) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within (xx) calendar days of receipt of written notice from the Client to resume the work. The (xx) day notice may be waived if approved in writing by both parties. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the MEPF Consultant may terminate this contract upon providing notice in writing to the Client.

(b) If the Client suspends the work due to no fault of the MEPF Consultant, on resumption of work, the Contract Period will be pro-rata extended, and the MEPF Consultant shall be entitled to be paid for all the services performed and the reimbursable expenses incurred till the date of suspension plus any additional fee that the MEPF Consultant may be entitled to. If there is no agreement to resume the Services within (xx) calendar days after the date of the suspension, the MEPF Consultant may terminate this contract upon providing notice in writing to the Client.

(c) If the Client has suspended the work due to the MEPF Consultant s failure to perform any of its obligations under this agreement. In this case, the Client will suspend all payments to the MEPF Consultant provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the MEPF Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the MEPF Consultant of such notice of suspension.

R. Force Majeure

(a) Neither party shall be considered in default in the performance of its obligations hereunder by any cause which is not attributable to the fault or negligence, which is both not foreseeable and beyond the reasonable control, of such party and which materially, directly and adversely affects the performance of obligations of either Party (specifically excluding (i) causes that can be controlled by the reasonable expenditure of money in accordance with usual business practices, and (ii) general economic or market conditions) (Hereinafter called "Force Majeure").'Force Majeure' includes, but is not limited to, any of the following incidents, namely: fire, flood, earthquakes, storms, typhoons, explosions, the action of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes or storage, inability to obtain or shortage of material equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the governments or military authorities in any states or by other causes beyond its control of the party claiming Force Majeure.

(b) Force Majeure shall not include financial distress of either party or the inadequate or delayed performance by either party unless such circumstance has itself been caused by a Force Majeure incident. The burden of proving the existence and extent of a Force Majeure event shall rest with the Party claiming its performance to be so affected.

(c) Each Party shall, at all times, use all reasonable endeavours to minimize the delay in the performance of this Agreement as a result of Force Majeure.

(d) In case the Force Majeure conditions continue for a period of more than xx (number of days) days, and in the opinion of the Client, the obligations under this Agreement are incapable of being performed on either side, the Client shall, at its sole discretion, have the right to terminate this Agreement.

S. Extension of Time for Completion

The MEPF Consultant shall be entitled to submit a written request for extension of time, in case of any extra or additional Services, that is not mentioned in the Scope of Services or any delay on account of 'Force Majeure' as defined, or delay due to any other special circumstances other than due to the default of the MEPF Consultant. The client shall grant such an extension of time.

T. Liquidated Damages

(a) Liquidated Damages for error/variation
In case any error or variation is detected in the reports submitted by the MEPF Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the MEPF Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the MEPF Consultant by way of deemed liquidated damages, subject up to a maximum of (x) % of the Agreement Value/up to the fees paid till date to the MEPF Consultant.

(b) Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to (x) % of the Agreement Value per week, subject to a maximum of (x) % of the Agreement Value/ fees paid till date, will be imposed. However, in case of delay due to reasons beyond the control of the Consultant, a suitable extension of time shall be granted without any escalation or damages. Any such total aggregate liability will be limited maximum up to fees paid to the MEPF Consultant to date.

U. Indemnification

The MEPF Consultant shall indemnify and keep indemnified and hold harmless the Client for any and all losses, demands or claims that may be suffered by the Client on account of the following:

(a) The Services, or any defect, deficiency or inadequacy in the Services provided by the MEPF Consultant to the Client

(b) Breach by MEPF Consultant of any representation, warranty, covenant, or performance obligations under this Agreement.

(c) Any claim or demand made by any person or entity working for or under the MEPF Consultant

(d) Any claim arising from the failure of the MEPF Consultant to comply

(e) With any statutory regulations governing the Services required to be provided by the MEPF Consultant

V. Professional Liability Insurance

The MEPF Consultant will provide a Professional Liability Insurance (PLI) for a sum not more than 1 (One) time the value of this Agreement to indemnify the Client for any deficiencies/ inadequacies in the services rendered by the MEPF Consultant for a period of (no.) months from the effective date of this Agreement or as per applicable law whichever is longer.

(a) Unless the Client arranges and pays for project-specific professional liability insurance, the MEPF Consultant shall carry professional liability insurance under a policy that has limits not less than Contract/Agreement value.

(b) The MEPF Consultant shall carry general liability insurance under a policy with limits not less than XXXX, from the date of commencement of the Services until one year after the virtual or official completion date of the project.

(c) The MEPF Consultant shall require all associate consultants engaged by the MEPF Consultant to carry insurance.

(d) Upon request, insurance policies of the MEPF Consultant and of the Consultants engaged by the MEPF Consultant shall be available for the Client's inspection

W. Limitation of Liability

(a) The MEPF Consultant shall be liable for all claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual/employee assigned by the MEPF Consultant for the performance of the Services under this Agreement and/or for any loss and/or damage caused to the property of the Client.

(b) The liability of the MEPF Consultant and the Client with respect to any claims against each other, in the Agreement, shall be limited to direct damages only, and neither party shall have any liability whatsoever for consequential or indirect loss or damage incurred by the other party. Any such total aggregate liability will be limited to a maximum of up to the extent of fees paid to the MEPF Consultant to date.

X. Statutory obligation

The MEPF Consultant agrees that he will comply with all the laws/regulations and statutory compliance in conformity mentioned in the Agreement.

Y. Conflict of Interest

The MEPF Consultant represents that there is no business, professional, personal or other interest, including but not limited to the representation of other clients that would conflict in any manner with the performance of his obligation under this agreement.

Z. Relationship

The MEPF Consultant shall at all times act as and be deemed to be an independent MEPF Consultant for all purposes of this Agreement, and this Agreement does not confer and shall not be construed to create any principal-agent or employer-employee relationship between the Parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party as the agent of the other Party for any purpose or entitle any Party to commit or bind any other Party (or any of its Affiliates) in any manner. The MEPF Consultant shall not perform any act nor make any representation to any third party to the effect that the MEPF Consultant or any of its agents, representatives, or employees are the agents of the Client.

AA. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

BB. No Waiver

The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

CC. Modifications

No modification or amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorized representatives of both parties.

DD. Notices

All consents, notices, demands or other communications required to be given or made hereunder shall be in the English language, in writing and delivered personally or sent by regular email or by prepaid registered post-A/D addressed to the intended recipient thereof at its address as mentioned in the title of this Agreement or to such address as any Party may, from time to time, notify the other Parties.

EE. Survival

Survival of the parties' obligation under the section of confidentiality obligation, non-compete obligation and effect of termination shall survive the expiry or termination of this agreement.

FF. Non – Solicitation

Neither Party shall offer employment to any employee/s of the other Party during the term of this Agreement or during the period of xx years after the expiry of this Agreement, without the prior written consent of the other Party.

GG. Undertaking by the MEPF Consultant

By executing this Agreement, the MEPF Consultant declares that it has the legal capacity to execute this Agreement and that there are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State of Central Government Department or other local bodies or authorities in any manner affecting the services required to be provided by the MEPF Consultant.

HH. Communication

(a) All communication between the Parties shall be channelised through their appointed representatives or their authorised nominees.

(b) Coordination is the responsibility of the MEPF Consultant, and the Client will not co-ordinate on its behalf but extend all cooperation to ensure smooth coordination for the Project. However, the MEPF Consultant shall keep the Client informed and in the loop for all communications and correspondence.

(c) All communications from the MEPF Consultant shall be done through a single project manager appointed by the MEPF Consultant for the Project. The Client shall similarly appoint a Project in charge who will be a one-point contact to the MEPF Consultant.

(d) Normally, all communication should be in electronic format as far as possible, except in the case of drawings. The flow of Approved for Construction (AFC) or Good for Construction (GFC) drawings (hereinafter referred to as GFC drawings) is elaborated in EXHIBIT x Flow of GFC Drawings

II. Compliance with Law

(a) The MEPF Consultant shall be subject to and shall comply with all applicable laws, rules, ordinances, regulations, executive orders of any government or governmental authority having or asserting jurisdiction over the subject matter hereof, which shall be limited to the employees under the payroll of the MEPF Consultant.

(b) The MEPF Consultant shall at all-times keep all its workmen and staff working at the site insured against all possible risks. The MEPF Consultant, while executing the Scope of Work, shall comply with all the terms and conditions of the Site Safety Policy and Site Safety Manual of the Client. In the event of failure of the MEPF Consultant to comply with the site's health & safety requirements, the MEPF Consultant shall be solely responsible for any incident or mishap that may occur on the Project site. The MEPF Consultant has agreed that it will not take any action that would be illegal or in violation of these applicable laws, rules, ordinances, regulations, executive orders and/or policies.

JJ. Client's Property

Anything supplied by or paid for by the Client for the use of the MEPF Consultant shall be the property of the Client and, where practicable, shall be so marked.

KK. Rights and Liabilities of Parties

Each party hereby expressly agrees and acknowledges that each party shall not be liable to the other party for any kind of indirect, consequential, punitive, and special damages that occurr due to third party.

LL. Standard of Care

In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of the Consultant's profession, practising in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

MM. Prevention of Corruption

Both parties must at all times comply with all applicable laws relating to anti-bribery, anti-corruption, and improper payments, including but not limited to the Criminal Code act. Both the parties certify that to the best of their respective knowledge, none of its employees, representatives, or agents has made, donation or offered to make or agreed to make any loan, gift or other payment, directly or indirectly, whether in cash or in-kind, to or for the personal benefit of the employees of the other party, or its affiliates or any other person or third party by whatsoever name called to obtain this Agreement or in connection with execution or performance of this Agreement/Services.

NN. Exclusions

(a) Specialised Consultants such as Façade, Vertical Transportation, Lighting, Kitchen, Traffic, Project Management, Facility Management Consultant and any other Specialised Sub-consultants appointed by the Client other than the Sub-consultants engaged by the MEPF Consultant as per Exhibit- F.

(b) Surveying of site; taking size, location and invert levels, sub-soil investigation & Foundation recommendation etc., for existing utilities & groundwater survey.

(c) Additional 3D renders, physical model & marketing collaterals: Additional computer-generated views, walk-through(s), models, 3D renderings agreed in the deliverables mentioned in Exhibit B –Schedule of Services of this agreement for marketing purposes and Preparation/Printing of Brochures

(d) Additional copies of drawings: Additional copies of drawings over and above the copies mentioned in the deliverables at a mutually agreed rate.

(e) Peer Review/Third Party Audit: Cost towards Peer review/any third party assessment/audit etc., if any, is required to be conducted.

(f) Any sort of elaborate administrative non-MEPF Consultant related work.

(g) Legal and finance-related matters.

EXHIBIT 11E - CLIENT'S RESPONSIBILITY

Client shall be responsible for providing the following information sufficiently in advance:

A. Legal description and limitations, soft and hard copy of the site plan, site boundaries and contours, surveys describing physical characteristics such as existing services and utility lines and if such utility lines to be connected to proposed services, restrictions, easements, encroachments, zoning, deed restrictions, locations and dimensions of the existing structures, paths, trees etc.

B. Subsurface investigation reports such as test borings, test pits, determination of soil bearing etc., as required. Air and water pollution tests, tests for toxic, hazardous substances or materials etc., if required. In case such information is not readily available, the Client shall arrange for the survey/ collection of the necessary information.

C. Detail Design Brief with amenities, detail area matrix and a well-compiled Design Program with other services required.

D. Timely written approval or sign-off on the deliverables at each stage to enable the MEPF Consultant to proceed to the next stage.

E. Honour MEPF Consultant's bills and give timely payments to the MEPF Consultants.

F. Speedy approval(s) / decision(s) for samples/drawings, budgets, documents, variations etc. as relevant/applicable.

G. Approved Communication/Authorization Protocol.

H. Essential liaising information and obtaining statutory approvals from statutory authorities. Comply with all regulatory requirements applicable to the design and construction of the Project, including signing or arranging for the signing of applications for, and paying for, all development approvals and permits required by authorities having jurisdiction.

I. Scrutiny fees, facilitation fees, levies, security deposits and expenses in respect of statutory sanction.

J. Socio-economic issues such as safety, security and political issues etc.

3.18 GLOSSARY

3.18. GLOSSARY

ADDENDUM
A written document issued by the architect/client before execution of the design/construction contract that modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections

ASSOCIATE ARCHITECT
Maintain and provide the highest quality Architectural services to our Clients. The PM needs to ensure that the project meets the firm's Quality Assurance, CAD Standards Procedures and is responsible for developing approved project work plans. Allocate resources and monitor the budgeted hours of the project regularly and do modifications as needed. Identify overallocation of resources and do correction at each stage. Prepare / complete monthly project status report. Monitor engineering contracts, sub-contracts, change orders, add-service, and other agreements to ensure that established internal procedures are followed. Review project status with the Founding Principal/Sr. Associate for all design changes, pending or anticipated alterations to the contract, add-service requests, and all other factors which may significantly affect resources, time & cost.

CERTIFICATION
The validation is done by the architect stating that the construction, product or procedure meets a specific standard as per the Architect's design; the certification may be in the form of a certificate, seal, or permission to use a trademark from an Authority Having Jurisdiction.

CONFLICT OF INTEREST
Interests that conflict and might influence or interfere with the ability to perform their function or exercise of duty.

CONSTRUCTION MANAGER
An individual employed to overview and direct the construction of a project, the parties who are to perform them as per the approved contractual and construction documents.

CONSTRUCTION SPECIFICATION
A part of the contract documents included in the project manual consisting of written requirements for materials, equipment, construction systems, standards, and workmanship

DESIGN BRIEF
Design Brief is a brief statement of a client's requirements, which form the basis for appointing an architect

DRAFTSPERSON
Support in preparing design development and construction documents according to SSA CAD standards or graphic visualisation tasks as directed. Ensure that the project meets the firm's Quality Assurance, applicable codes (Local or international), and CAD standards and procedures. Provides CAD drafting assistance. Capability to work in a variety of media, including pencil, ink, and computer. Technical knowledge of the Architectural and construction field. Site and fieldwork, including field-measured documentation, existing facility inventory, and site investigation. Prepare Construction Documents; designs drawings, presentation drawings, or other documents under the direction of a Project Architect/ Sr. Project Manager/Project Assistant. Organise layout and coordinate drafted documents. Has the

ability to use Architectural design tools, including Graphics Standards, Time-Saver Standards, and manufacturers' product data and catalogues.

EXHIBIT
A standard template or sample document which illustrates the relevant content of a particular subject. The exhibit can form a guideline for adaption in architectural practice.

FOUNDING PRINCIPAL
Most often, in architecture firms, a proprietor or any individual has an equity position in the firm (owns shares in a corporation or is a partner in a partnership). Sometimes limited to owners holding a certain percentage of the business; sometimes expanded to include anyone in a significant leadership role.

PER DIEM
for each day (used in financial context)

PRINCIPAL ARCHITECT
The consultant appointed directly by the Client to provide the main part of professional architectural services; these services usually include administration, management and coordination of sub-consultants and other consultants engaged directly by the Client or others.

PROJECT ARCHITECT
Reports to the Project Manager. Ensures that the project meets the firm's Quality Assurance, applicable codes (Local or international), and CAD standards and procedures. Translate Architectural design concepts into construction documents—preparation of tender documents, including drawings, specifications, BOQ, and reports. Primary responsibility for coordinating sub-consultant work and deliverables, maintain meeting notes. Assist in preparing and monitoring the project design schedule and estimated construction budgets. Prepare Cartoon set before the start of the project, including sheet index, list of drawing included in each stage of deliverables, etc. Prepare & maintain folder management system.

PROJECT ASSISTANT
Ensure that the project meets the firm's Quality Assurance, applicable codes (Local or international), and CAD standards and procedures. Provides CAD drafting assistance. Assists in organising the digital files as per SSA CAD standard file convention. Capability to work in a variety of media, including pencil, ink, and computer. Technical knowledge of the Architectural & construction field. Site and fieldwork, including field-measured documentation, existing facility inventory, and site investigation. Prepare construction documents, design drawings, presentation drawings, or other documents under the direction of a Project Architect, Sr. Project Architect, Project Manager, or Sr. Project Manager. Organise layout and coordinate drafted documents

PROJECT MANAGER
The leader of the team of all necessary disciplines (design, construction, supply, etc.). The project manager provides all major essentials for the project and coordinated with the Client and construction manager.

RERA
The Real Estate (Regulation and Development) Act, 2016 is an Act of the Parliament of India that seeks to protect homebuyers and help boost investments in the real estate industry by providing transparency, assurance in the product's durability, authenticity and compliance. Each State Government has individual rules for carrying out the provisions of the Act.

RESPONSIBILITY MATRIX
It is a responsibility assignment chart that maps out the stage-wise important activities, milestones or key decisions involved in finishing a project and allots which roles are responsible for each action item, which personnel will validate, approve, and, where appropriate, who needs to be informed.

RFI (REQUEST FOR INFORMATION)
Request for information (RFI) seeks the clarification of plans, drawings, specifications, and agreements. The construction RFI is a formal written process in which parties, such as the contractor and designer, clarify information gaps in construction documents.

SHOP DRAWING
Drawings, diagrams, schedules, and other data prepared by the contractor or a subcontractor, manufacturer, or vendor, to illustrate some portion of the work. Shop drawings are generally required for prefabricated components of an element.

SUB CONSULTANT
The consultant that is retained by (or under contract to) the prime consultant

SEAL
A device, stamp, electronic image, or other device used by a design professional on drawings and specifications as evidence of authorisation. This device consists of an emboss or an impression upon wax or paper or a wafer, which was formerly used to execute a formal legal document such as a deed or contract.

SUBSTITUTION
A material, product, or item of equipment accepted for use in place of that specified.

SR. ASSOCIATE ARCHITECT
Responsible for the development and maintenance of high-quality Architectural services with an emphasis on client satisfaction. Prepare budgets for projects, including resource allocation and proposed person-hour allocation. Closely monitor projects with the help of tools such as estimated person-hours, backlog report, organogram, and project tracker software. Assist the accounting department in completing the billing process, collecting client billings, and other operational and financial matters. Review and validate Project Manager's / Project Architects reports to the Client concerning billing, contract deliverables, add service, code compliances, etc.

SR. PROJECT ARCHITECT
Ensure that the project meets the firm's Quality Assurance, applicable codes (Local or International), and CAD standards and procedures. Translate Architectural design concepts into Construction Documents. Preparation of tender documents, including drawings, specifications, BOQ, and reports. Ensure that the prepared construction documents are aligning with the specification and BOQ items. Primary responsibility for coordinating subconsultant work and deliverables for each stage such as Concept Design, Schematic Design, Detailed Design, Construction Documentation & as-built as per contractual obligation, maintain meeting notes. Keep the team fully apprised of project developments that may affect the design schedule, design, or project contract fee. Communicate with the Client, General Contractor, and consultants on project-related issues as and when needed. Function as supervisor or mentor to Internship candidates in the firm, as assigned.

NOTES

1 GUIDELINES FOR ARCHITECTURAL PRACTICE

2 GUIDELINES FOR THE ENGAGEMENT OF ARCHITECTS AND CODE FOR COMPETITION

3 GUIDELINES FOR ARCHITECTURAL CONTRACTS

4 GUIDELINES FOR ARCHITECTURAL SERVICES AND FEES

5 GUIDELINES FOR THE MANAGEMENT OF FIRMS

वास्तुकला परिषद्
Council of Architecture, India