

THIS CONTRACT is signed on the 2nd day of July, 2024

BY and BETWEEN:

M/s MYRAYASH HOTELS PRIVATE LIMITED, a Private Company incorporated under the Companies Act 2013., with CIN: U74999GA2016PTC013571 having registered office at 202, Building No.12, Charvi Reemz Bardez, Anjuna Mapusa North Goa, GA – 403509, India represented by its Director Mr. Dhaval Barot, citizen of India, resident in India, hereinafter referred to as The Client/First party, which expression shall wherever the context so requires or admits, mean and include its successors-in-interest, legal representatives executors, administrators(hereinafter referred to as the "**Client**").

AND

GRUNE DESIGNS PVT. LTD., a company registered under the laws of the India, having its registered office at 603, Lodha Supremus, Saki Vihar Road, Mumbai - 400072, India, and represented by its Director **Mr. Sooraj Nair** (hereinafter referred to as the "**Consultant**").

WHEREAS:

- a. The **Client** is in absolute ownership and Legal possession of the schedule-A property which is more specifically described in the schedule-A of this agreement.
- b. The **Client** is desirous to develop the schedule-A property in to a Resort with international standards. Pursuant to a desire to engage and appoint a suitable consultancy for MEP Design Consultancy, the first party executing this agreement with the second party.
- c. The **Consultant** has accepted to undertake the **Services** in accordance with the terms of this Contract.

NOW THEREFORE, THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, words and expressions shall have the meanings given to them in the conditions of contract set out in "Conditions of Contract".
2. The following documents shall be deemed to form and shall be read and construed as part of this Contract:
 - 2.1 Conditions of Contract
 - 2.2 Appendix A: Project Information
 - 2.3 Appendix B: Scope of Services & Design Deliverables
 - 2.4 Appendix C: Key Timelines
 - 2.5 Appendix D: Fee and Payment schedule
 - 2.6 Appendix E: Consultant's latest Proposal

Gas 02/07/24
Charvi
02/07/24
Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

DJ
Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

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It is understood and agreed that the terms of the Conditions of Contract and Appendices A, B, C, and D take precedence over the terms of the Consultant's Proposal in Appendix E.

3. In consideration of payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to undertake and complete the Services in conformity in all respects with the provisions of this Contract.
4. The Client hereby commits to pay the Consultant, in consideration of the realization and completion of the Services, the Contract Price or such other sums as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

In Witness whereof the parties hereto have caused this Contract to be executed in two (2) original copies the day and year first before written in accordance with their respective laws.

Authorized Signature by the **Client**
MYRAYASH HOTELS PVT. LTD.

Name: Mr. Dhaval Barot

Signature _____

Authorized Signature by the **Consultant**
GRUNE DESIGNS PVT. LTD.

Name: Mr. Sooraj Nair

Signature _____

Witness 1

Witness 1

Name:

Name:

Address:

Address:

*5/11/24
27/12/24
28/12/24
29/12/24
30/12/24
31/12/24*

[Handwritten signature]
02/01/25

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Witness 2

Witness 2

Name:

Name:

Address:

Address:

Handwritten notes in blue ink: "C/S 5th floor 17/18 02/07/24" and "21/07/24"

Handwritten signature in blue ink: "B" and "02/07/24"

Handwritten initials in blue ink: "DS"



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Conditions of Contract

1.1 Definitions

The following words and expressions shall have the meanings assigned to them as follows:

- 1.1.1 'Project' means the design, procurement, and construction of the Works described in Appendix A, and for which the Services are to be provided.
- 1.1.2 'Services' means the services defined in Appendix B (Scope of Services & Deliverables) to be performed by the Consultant in accordance with the Contract.
- 1.1.3 'Works' means the permanent works to be executed for the completion of the Project, as defined in Appendix A.
- 1.1.4 'Country' means India.
- 1.1.5 'Party' or 'Parties' means the Client and the Consultant (as the context requires) and 'Third party' means any other person or entity as the context requires.
- 1.1.6 'Client' means the Party named in the Contract, who employs the Consultant, and legal successors to the Client and permitted assignees.
- 1.1.7 'Consultant' means the professional firm or individual named in the Contract, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
- 1.1.8 'Project Manager' shall mean M/s. Impress, Project Management & Consultancy
- 1.1.9 'Day' means a calendar day and year means 365 days.
- 1.1.10 'Written' or 'in-writing' means hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.
- 1.1.11 'Local currency' means the Indian Rupees (INR) and 'Foreign Currency' means United States of America Dollars (USD)
- 1.1.12 'Fees' means the sums as defined in Appendix D which are payable under the Contract.
- 1.1.13 'Applicable Laws' means, as amended from time to time, all laws, treaties, ordinances, rules, regulations and orders having force of law, and any authoritative interpretation of such laws, treaties, ordinances, rules, regulations and orders issued by a competent court, arbitral tribunal or other governmental agency that directly or indirectly apply to the Services or the Project.
- 1.1.14 "Applicable Standards" means the standards, requirements and criterion set out in relation to and applicable to the Project and the performance of the Services, including but not limited to the Country's building codes and regulatory standards, as well as any international standard or specifications instructed by the Project Manager to the Consultant.

Copy sent 27/11/24 to CHS 02/10/24
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1.2 Notices

Client's address:

MYRAYASH HOTELS PVT LTD,
202, Building No.12, Charvi Reemz Bardez, Anjuna Mapusa North Goa,
GA - 403509, India
Attn: Mr. Vyankatesh Kulkarni
Email : vkulkarni@bharatrealty.in
Telephone: + 91 8208928878
Land Line: + 91 0832 - 2274201

Consultant's address:

GRUNE DESIGNES PVT LTD
603, LodhaSupremus, Saki Vihar Road, Mumbai - 400072, India
Attn: Mr. Sooraj Nair
Email: sooraj.nair@grunedesigns.com
Telephone: + 91 7738051585

Project Manager's address:

Impress
409 B-Wing, Building No. 4, Humera Park,
Pathanwadi, Malad (East), Mumbai - 400097
Email: shrinath@impresspmc.com

Official notices to be served under the Contract shall be in non-electronic written forms sent through registered courier and will take effect from receipt at the addresses stated above. No change of addresses shall be binding upon the other party hereto until written notice thereof is received by such party at the address shown herein. All notices shall be in English and shall be effective upon receipt.

1.3 Communications and Language.

Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person shall be written in English. The ruling language of the Contract is English.

1.4 Assignments and sub-contract

Neither the Client nor the Consultant shall assign obligations under the Contract without the written consent of the other Party. The Consultant shall not initiate or terminate any sub-contract for performance of all part of the Services without the written consent of the Client.

1.5 Copyright & ownership of design documents

The Consultant shall ensure that the designs be exclusive to the Project and have not been reproduced from other projects. Copyright and ownership of all the documents prepared by the Consultant for the Client under this Contract shall be transferred to the Client immediately upon the Consultant's receipt of full and

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GRS 55/1
27/12/24
28/10/24
CLY
02/10/24

final payment for the Services performed and expenses incurred under this Contract in relation to the respective documents prepared.

1.6 Corruption and Fraud

In the performance of obligations under this Contract, the Consultant and his agents and employees shall comply with all Applicable Laws of any applicable jurisdiction. The Consultant hereby represents, warrants and covenants that he will never receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a 'public official' in connection with the Project or any business opportunities which are the subject of this Contract.

1.7 Confidentiality

1.7.1 Confidential information pursuant to this agreement, which Client deems proprietary and confidential, the parties agree that the recipient shall not use and prevent the disclosure of any information it receives from the Client to any other person, firm or corporation.

1.7.2 For the purposes of this Agreement, "Confidential Information" shall mean information relating to the business, clients, customers and business practices of the Client and shall include but not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to the Client and any other information that is reasonably determined to be confidential or proprietary and shall specifically include but not limited to the following: -

- (a) Data pertaining to the Client, both personal and in particular, names, address etc.
- (b) Business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements and joint ventures in which the Client is involved.
- (c) Software data, particularly information relating to the Software and the parts thereof as well as any devices designed by the Client to prevent unauthorized copying.
- (d) Research and development data.
- (e) Financial data, in particular, concerning budgets, price and revenue calculation, sales figures, financial statements, profit expectations and inventories of The Client.
- (f) For the removal of doubts, the term 'Confidential Information' shall include any tangible expression of such information mentioned above and including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto and shall further include any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

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1.7.3 Confidential Information will not include information that:

- (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Consultant; or
- (b) was known by the Consultant prior to receiving such information from the Client and not in any way connected with the Purpose; or
- (c) is rightfully acquired by the Consultant from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure and not in any way connected with the Purpose; or
- (d) Independently developed by the Consultant without access to any Confidential Information of the Client.

1.7.4 The Consultant hereby agrees:

- (i) To maintain the Client's Confidential Information in strict confidence;
- (ii) Not to disclose such Confidential Information to any third parties
- (iii) Not to use any such Confidential Information for any purpose except as specified in this Agreement.
- (iv) However, the Consultant may disclose the Confidential Information of the Client to its partners/directors and employees, who have a bona fide, need to know such Confidential Information for the Purpose and to perform quality performance review processes.
- (v) Each such partner/director and employee shall be bound by the terms of this agreement. Additionally, the Consultant may disclose such Confidential Information to its professional advisers for the purposes of seeking advice, which will be bound by confidentiality not less onerous than this Agreement.
- (vi) Nothing contained in this Agreement will restrict the Consultant from disclosing the Client's Confidential Information to the extent required by any law or regulation; provided that the Consultant uses reasonable efforts to give the Client reasonable advance notice of such required disclosure, to the extent practical and legally permissible, in order to enable the Client to prevent or limit such disclosure.

1.7.5 On termination or expiry of this Agreement or when the Purpose is not achieved or upon the Client's request, the Consultant will promptly return or certify destruction thereof to the Client all tangible items and embodiments containing or consisting of the Client's Confidential Information and all copies thereof (including electronic copies). However, nothing contained in this Agreement will require the consultants to return or destroy such documentation to the extent necessary for the maintenance of proper professional records. Such documentation will continue to be subject to the confidentiality obligations contained in this Agreement.

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- 1.7.6 All Confidential Information remains the sole and exclusive property of the Client. The Consultant acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Consultant, by license or otherwise, in or to any Confidential Information of the Client, or any patent, copyright or other intellectual property or proprietary rights of the Client, except as specified in this Agreement.
- 1.7.7 Each party agrees that unless and until a definitive agreement between the Parties with respect to the Purpose has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to achievement of such purpose whether through written or oral expression by any of their partners, directors, officers, employees, stockholders, agents, or any other representatives, fiduciaries or advisors.
- 1.7.8 All confidential information is provided by The Client on an "AS IS" basis. Neither party makes any representations or warranties as to the accuracy or completeness of the Confidential Information, it being understood that neither party shall have any liability to the other party resulting from the use of the Confidential Information supplied by the Client, except as may be expressly provided in a definitive agreement entered between the parties.
- 1.7.9 That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 1.7.10 The Consultant's acknowledges that unauthorized use or disclosure or threatened disclosure of the Client's Confidential Information may cause the Client to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Client will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise without showing any actual proof of damages.
- 1.7.11 Not with standing anything contained herein, the provisions of this Clause shall continue to be applicable and to bind the parties without limit in point in time except and until such information enters the public domain.
- 1.7.12 The parties hereby agree that they shall only make such notes, copies, photocopies, backups, or other written, photographic or computer generated records relating to the Confidential Information as are absolutely necessary. Immediately upon termination of this Agreement, the parties shall collect all copies of the Confidential Information received by them and return the same to the other party, or, upon instruction from such other party, destroy all items of Confidential Information in the manner specified.

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THE CLIENT

2.1 Cooperation & Information

The Client shall co-operate in good faith with the Consultant and shall precisely and timely specify its requirements for the Project relating to design, cost, statutory, timelines, site and any other relevant information.

2.2 Decisions

On all matters properly referred to him in writing by the Consultant, the Client shall promptly give his decision in writing in no more than ten (10) working days so as not to delay the performance of the Services.

2.3 Assistance

In the Country and in respect of the Consultant, his personnel and his dependents as the case may be, the Client shall do all in his power to assist in: the provision of documents necessary for entry, residency, working and exit; providing unobstructed access wherever it is required for the Services; import, export and customs clearance of personal effects and of goods required for the Services; their repatriation in emergencies and providing access to other organizations for collection of information which is to be obtained by the Consultant. In respect of the above matters, the Client shall assist the Consultant in good faith, however the Client will not be responsible under this Contract for the failure of the Consultant to complete the above obligations.

2.4 Client's representative

The Client's representative for the administration of this Contract shall be its Project Manager. The Project Manager shall be authorized to represent and act on behalf of the Client on a day-to-day basis during all stages of the Project. All communications shall be exchanged with the Project Manager, who shall seek Client's approval as and when required. The decisions and actions of the Project Manager shall be binding on the Client and the Client shall be liable for the same. Accordingly, approvals required from the Client, if provided by the Project Manager, shall be deemed to be approval from the Client for the purposes.

2.5 Services of others

The Client shall at his cost arrange the provision of services from others as described in Appendix B and the Consultant shall cooperate with the suppliers of such services but shall not be responsible for them or their performance.

THE CONSULTANT

3.1 Scope of Services

The Consultant shall perform the Services as stated in Appendices B, in accordance with the timelines defined in Appendix C.

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3.2 Duty of care and exercise of authority

The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Contract, and the Consultant shall be responsible to comply with all Applicable Laws and Applicable Standards and to procure all applicable permits required for the Consultant to perform the Services. He shall employ qualified personnel and other resources to perform and complete the Services in compliance with agreed programmes. He will provide and employ only such persons as are properly qualified, competent and experienced in order to carry out their respective responsibilities in connection with the Services. In all respects, he will comply with all technical standards, building, construction, health, safety and environmental laws applicable to the Services, and will ensure that the Services provided take into full consideration:

- (i) the safe, efficient and economical construction, operation and maintenance of the Project,
- (ii) that the Project is free from any unreasonable or avoidable risks of pollution, nuisance or hazard.

3.3 Supply of personnel

The personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

3.4 Coordination with other consultants

The Consultant shall coordinate its work and its deliverables with other consultants appointed by the Client. This involves but is not limited to coordination between architecture, structure, services, interiors, lighting, etc. To this effect, the Consultant shall promptly reply to any Request for Information (RFI) issued by the Project Manager or any other consultant, and attend design coordination meetings called by the Client or the Project Manager (within agreed number of visits and terms mentioned in Appendix D).

COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

4.1 Contract effectiveness

The Contract shall become effective from the date of its signature and remain in force for a period of twenty (24) months, or any other period mutually agreed to by both Parties.

4.2 Commencement and completion

The Services shall commence when Contract is effective and shall proceed in accordance with the time scheduled in Appendix C.

4.3 Variations

Design changes will be met as per client's requirement and will be fulfilled up to the client's satisfaction and all design changes will be included in the fee.

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However, if there is a significant change in design or change in scope or inclusion of additional areas then additional Fee can be charged on a mutually agreeable term and shall be released as an amendment to the original contract.

It is understood that the design coordination process with other consultants and specific requirements from authorities will require the Consultant to revise its drawings from time to time. These changes are deemed to be part of the Services and shall not constitute a variation.

4.4 Delays

If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services, the Consultant shall inform the Client of the circumstances and probable effects. The increase of scope and/or costs shall be regarded as a variation and the time for completion of the Services shall be increased accordingly. Any additional costs shall be subject to Client approval.

The Client cannot be held liable in any way for delays due to regulatory changes; delays in receiving official permissions (including environmental and construction permissions); or delays due to financial constraints or other considerations on the part of the Client. In the case of delays due to such causes, the Client and the Consultant will endeavor to amicably reach consensus on a new programme.

4.5 Penalty

The Project Manager will issue, from time to time, design schedules (the "Schedules") detailing key deliverables and inputs dates from all consultants, in line with the present Contract. If the Consultant has any reasonable objection to any of the Schedules, he shall raise it with the Project Manager within 5 working days, after which time it shall be deemed accepted.

If the Consultant fails to issue deliverables as per the Schedules and the Project Manager issues a notice of delay to the Consultant, the Consultant shall revert back within 2 working days with a valid reason justifying such delay and a firm date for issuing these deliverables, subject to Project Manager approval.

If the Project is delayed due to the Consultant's non-compliance with the Schedules, the Project Manager has the right to impose financial penalties by way of deduction from the Consultant's fees equal to 0.15% of the amount due to the Consultant for a particular design stage which was delayed, per day of delay, and the total deduction shall not exceed 5% of the amount due to the Consultant for this particular design stage. This Penalty shall not relieve the Consultant from his obligation to complete the Services, or from any other duties, obligations or responsibilities which he may have under the Contract.

4.6 Suspension or termination by the Client for convenience

The Client may suspend all or part of the Services or terminate the Contract for convenience by giving at least 30 days' written notice to the Consultant, and the Consultant shall immediately make arrangements to stop the Services and

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minimize expenditure.

4.7 Termination by the Client for breach

If the penalties imposed by the Project Manager under clause 4.5 reach 5% of the amount due to the Consultant for a particular design stage and the Consultant continues to delay the deliverables of the said stage or if the Consultant is in breach of its obligations under the Contract, then the Client is entitled to terminate the Contract for breach with immediate effect.

4.8 Termination by the Consultant

The Consultant may terminate the Contract only under the following conditions:

- (i) if the Client is in breach of its Contract obligations, including a delay of payment due to the Consultant beyond 45 days past due date for payment of an undisputed invoice, or
- (ii) if the Client does not approve the designs prepared by the Consultant and if there are irreconcilable differences of opinion between the Client and the Consultant, subject to the Consultant complying with the Client's brief under clause 2.1, or
- (iii) if a Force Majeure event under clause 4.11 extends for a continuous period of six (6) months or more.

In such event, the Consultant shall give a 30 day written notice to the Client of its intention to terminate the Services and shall co-operate to ensure an orderly transfer of its obligations and undertakings to the Client or its representative, and will provide such transitional services as are reasonably necessary and appropriate in the circumstances.

4.9 Payment upon Termination

In the event of suspension or termination under clause 4.6 or 4.8, the Consultant shall be entitled to payments due and properly incurred under this Contract up to and including the end of the notice period.

In the event of termination under clause 4.7, the Consultant shall be entitled to payments due and properly incurred under this Contract up to the date of termination net of the penalties imposed by the Project Manager under clause 4.5.

4.10 Rights and Liabilities of Parties

Termination of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of the Parties prior to the date of termination.

4.11 Force Majeure

Neither Party shall, during the pendency of the events referred to in this clause 4.11, be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed

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by any event which is beyond the reasonable control of such party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. In any such event as specified under this Clause 4.11, the Party affected by any such event shall notify the other Party within forty-eight (48) hours of its occurrence and shall take all necessary measures to minimize the impact and/or delay caused by any such event. Failure by the affected Party to give written notice of a force majeure event to the other Party within the forty-eight (48) hour period shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to this clause 4.11 for any failure or delay in complying with its obligations under or pursuant to this Agreement until such notice has been given. The affected Party shall immediately notify the other Party upon the cessation of a force majeure event as specified under this Clause 4.11.

PAYMENT

5.1 Payment to the Consultant

The Client shall pay the Consultant Fees in accordance with the conditions and with the details stated in Appendix D.

Where the Client has required the Consultant to appoint selected consultants as the Consultant's sub-consultants, fees owed to those sub-consultants shall be due to the Consultant in addition to the Consultant's Fees (for example, lighting consultant, cost control consultant etc.). Any such fees will however be subject to prior Client approval in writing.

5.2 Time for payment

Amounts due to the Consultant shall be paid within 20 calendar days of the receipt of Consultant's invoice, which invoice shall be issued upon completion of the relevant deliverable. The Client shall not withhold any payment of any fee properly due to the Consultant without giving the Consultant a notice of his intention, with reasons, no later than ten days prior to the date on which the payment becomes due.

5.3 Currency of payment

The currency of payment shall be as stated in Appendix D.

5.4 Taxes

- GST as applicable shall be charged extra
- The TDS at Source shall be deducted from the amount to be paid to the Consultant.
- All other Taxes prescribed by law will be implemented.

Myrayash Hotels Pvt. Ltd.

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5.5 Changes in Legislation

Subject to Clause 4.4., if the cost or duration of the Consultant's services is altered as a result of changes in or additions or reductions to the regulations of the country where the services are being performed, the Fees and time for completion shall be adjusted accordingly by mutual consent.

5.6 Disputed invoices.

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give a notice of his intention, within 7days of the date when payment is due, to withhold payment with reasons as indicated in 5.2 and shall not delay payment on the remainder of the invoice, if the defect cured by the consultant with in the period stipulated herein above.

LIABILITY

6.1 General

The Consultant shall only be liable to pay compensation to the Client arising out of or in connection with the Contract if a breach of the Consultant's obligations hereunder is established against him.

6.2 Duration of liability

Notwithstanding anything in this Contract, including the early termination or expiry therefore, the Consultant shall remain liable to the Client for any defects or deficiencies in the Services for a period of twelve (12) months after the expiry or termination of this Contract.

Notwithstanding anything else in this Contract or any legal requirement of the Country or any other jurisdiction (including the jurisdiction of the place of establishment of the Consultant), the Client shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the Contract.

6.3 Limit of compensation

Not applicable.

6.4 Indemnity

So far as the law governing the Contract permits, the Client shall indemnify the Consultant against the adverse effects of all claims including claims by third parties which are known to the client, which arise out of or in connection with the Contract except in so far as such claims are: (i) covered by the insurances arranged under the terms of Clause 7.1; and/or (ii) attributable to the Consultant.

The Consultant undertakes to indemnify and hold harmless the Client from all claims, damages, liabilities losses and expenses arising out of in whole or in part of any error, omission, negligent act or willful misconduct of the Consultant or any one directly employed by the Consultant, including claims by third parties which arise out of or in connection with the Contract.

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The Consultant shall indemnify, defend and hold harmless the Client against any claims brought against the Client to the extent such claims result from the infringement of any trademark, copyright or patent of a third party by the Consultant.

6.5 Exceptions

Clause 6.3 does not apply to claims arising from deliberate fault, fraud, fraudulent misrepresentation or reckless or willful misconduct, or otherwise than in connection with the performance of obligations under the Contract.

INSURANCE

7.1 Insurance for professional liability

The Consultant shall insure against his liability under this Contract for an amount not less than the amount of the Fees. The cost of the insurances arising under this clause shall be deemed to be incorporated into the Consultant's Fees.

APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1 This Contract shall be governed by and construed in accordance with laws of the republic of India. Courts in Mumbai, in the state of Maharashtra shall have jurisdiction, to excluding of all other jurisdiction, to entertain and/or to adjudicate any matter in relation to this agreement.
- 8.2 If a dispute of any kind whatsoever arises between the parties in connection with, or arising out of the present Contract (including with respect to its formation), whether during execution of the Services or after their completion, the Parties shall attempt to settle such dispute amicably before the commencement of arbitration. An amicable solution will have to be reached between the parties within thirty (30) days (or such period as may be mutually agreed between the Parties) after the dispute was notified in writing to (and by) the Parties.
- 8.3 If an amicable solution cannot be reached within the set period, the dispute shall be finally settled by arbitration, by a sole arbitrator appointed by mutual consent, in accordance with and subject to the provision of Indian Arbitration and Conciliation act, 1996 or any statutory amendment for the time being in force. The arbitration proceedings shall be conducted in Mumbai, Maharashtra. The proceedings shall be conduct in English. The award rendered by the arbitrator(s) shall be final and binding upon both parties.

GENERAL

- 9.1 Each Party represents and warrants to the other Party that:

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- a) the Party has full power and authority to execute and deliver this Contract and to consummate the transaction contemplated herein and that the same does not (i) contravene any agreement to which he is a party to or; (ii) violate any order, judgment or decree against or binding upon the Party or upon any of the Party's properties or businesses; or (iii) violate any Applicable Laws;
- b) there are no material actions, suits, arbitration or legal, administrative, governmental or other proceedings or litigation pending or threatening against the Party which adversely affect such Party's ability to execute and perform his obligations under this Contract;
- c) this Contract has been duly and validly executed and delivered by such Party and constitutes valid and binding obligations upon the Parties, enforceable against each other in accordance with its terms;
- d) such Party is authorized and qualified to do business and is in good standing in order to carry out the purposes of this Contract;
- e) the information provided by such Party is true, accurate and is not misleading in any manner whatsoever; and
- f) the Party is not insolvent or bankrupt or subject to any other similar proceedings.

9.2 If any provision of this Contract is / becomes invalid or unenforceable under the Applicable Laws, then, to the fullest extent permitted by the Applicable Laws, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. The Parties further agree to replace the invalid or unenforceable provision(s) with a valid and enforceable provision that will achieve, to the extent possible, the purpose of the invalid / unenforceable provision.

9.3 This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 This Contract (together with any amendments or modifications thereof) constitutes the entire agreement and understating among the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

As per 27/12/23 8/1 21/01/24 CUG
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- 9.5 All waivers or consents given under this Contract shall be in writing. Failure by any Party to exercise any rights under this Contract in any one or more instances shall not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Contract shall not be deemed a waiver of any other default.
- 9.6 The Consultant hereby agrees to maintain strict confidentiality of all information and documents it receives in connection with the Project, and the Consultant undertakes not to share such information with any third party other than as permitted by the Client in writing or as contemplated by the Contract to enable the Consultant to perform the Services.

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Appendix A – Project Information

Project Background & Objectives

MYRAYASH HOTELS is developing an upscale 5star Resort at Anjuna, Goa Project at Anjuna Village, Bardez Taluka, North Goa District, Goa-403515

The Architectural Design is at the Concept Design Stage
General Project Details are as listed below

Total area of plot: 69,969 sqm
Area of parking lot: 5738 sqm
Total Built-up area is 26,362 sqm

Public Areas	Main Lobby, Banquet, ADD, Other facilities	1773 sqm
Guest Rooms	162 guest Rooms& 19 Tented Villas	8136sqm
Landscape Areas	Swimming Pool, Decks, Pathways etc.	4699 sqm
BOH Areas	Kitchens, Laundry, Offices, Staff facilities etc.	2117sqm

Irrespective of area and space, there will be no change in contract fee in the event of change in areas and usage.

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Appendix B – Scope of Services & Deliverables

General Requirements

As the MEP Design Consultant, you shall co-ordinate all aspects of your design deliverables with the Architecture Design Consultants and shall also take into consideration work carried out by other specialist consultants appointed by the Clients including but not limited to Structure, Facility Planning, Interior Design, Acoustic, Landscape, etc.

The MEP Design Consultant shall take a proactive involvement in the entire design process to ensure that the project against the maximum benefit of the Consultants' expertise. The MEP Design Consultant shall be expected to work in a collaborative manner with the project design team to achieve an economical and efficient Design solution.

The MEP Design Consultant shall perform its services promptly within agreed time limits and in accordance with the highest professional standards and practices. The MEP Design Consultant shall attend conference calls, and meetings at mutually agreed location as and when required with prior reasonable notice from the Project Manager (within agreed number of visits, if applicable).

Detailed list of deliverables shall be provided as part of proposal as per following stages mentioned in scope of services.

Scope of Services

The general scope of the MEP Services Consultant includes the mechanical, electrical, plumbing and drainage, elevator, fire engineering and integrated building management system design and services. MEP Services shall also include the engineering studies, design, integration of all MEP Services, tender and construction documentation and construction stage inspections for all mechanical, electrical, plumbing and fire engineering services commensurate with and in conformance to design and engineering, recommendations in accordance with IHCL technical standards and applicable local codes/ international standards and shall also take into consideration work carried out by other specialist consultants appointed by the Client including but not limited to audio, visual, lighting, kitchen, etc.

The design of the Mechanical Services during its development shall comprise the following services:

- Location, type, configuration and capacity of the Appropriate HVAC system
- Cost benefit analysis of the various types of refrigerant/refrigeration plant and associated applications in the determination of the type of the plant
- Cost benefit analysis of the respective types of the air distribution system

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- d. HVAC systems to maintain the environmental conditions specified in the room data sheets.
- e. Smoke control/ exhaust system shall comply with the relevant authorities' and the Brand's requirements for the preservation of the life safety.
 - f. Co-ordination with fire engineering analysis and access and incorporate into the design the implications of fire engineering, as applicable.
 - g. Mechanical services control panels and switch boards, including power and control reticulation to mechanical equipment.
 - h. The design shall address thermal integrity of the proposed façade to ensure material selected minimizes the required refrigeration and air conditioning loads.
 - i. Building management system including:
 - (i) HVAC control and monitoring.
 - (ii) Monitoring and control of all other building services like electrical breakers and power condition, boiler, WTP, fans, lifts, fire pumps, cold rooms etc.
 - (iii) Interface with specialized services.
 - (iv) Energy management.
 - (v) Point schedule.
 - j. The design shall address energy conservation opportunities including but not limited to the following:
 - (i) Variable speed drive units.
 - (ii) Variable air drive units.
 - (iii) Load shedding.
 - (iv) Design, documentation and planning requirements for lift systems.
 - (v) Related MEP Design, documentation and planning for specialist hotel items including laundry, swimming pool, room management system, solid waste management and irrigation system. Detail design of these specialists' items shall be carried out by the specialist agencies appointed by the Client.
 - (vi) Design and documentation of kitchen exhaust system based on kitchen layouts formulated by the kitchen consultants as may be appointed by the Client from time to time.
 - (vii) Development of cost comparison and design appraisal for various mechanical system applications that may be consistent with the development of the Project.

The design of the Electrical Services shall comprise of services but not limited to the following services:

- a. High voltage power infrastructure.
- b. Low voltage power distribution.
- c. Substation designs including transformers.
- d. Electrical design and documentation for lighting and dimming systems to be designed in co-ordination with lighting consultant
- e. Segregation of emergency and general electric system.


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- f. Telecommunications and communication system distribution as per layouts & Operators Technical Services, including EPBAX.
- g. Security/CCTV system infrastructure as per requirements brand.
- h. UPS systems.
- i. Lightning protection.
- j. Clean earth systems and safety earthing.
- k. Diesel generators (stand-by power) design including infrastructure.
- l. Captive power plant (if required)
- m. Power factor correction equipment.
- n. Equipotential bonding.
- o. Power monitoring instrumentation.
- p. Electrical Designs for Landscape lighting.
- q. Electrical Designs for Special effects lighting of facade, graphics and signage.
- r. Cable ladders trays baskets and ducts for power and data system.
- s. Power and lighting systems.
- t. Power track systems: power and lighting.
- u. Sealed stationary battery systems for low voltage and emergency lighting applications.
- v. Public address systems along with fire alarm system.
- w. Documentation and support for authority submissions.
- x. All necessary documentation support for Authority submissions, if any.

The design of the Plumbing Services shall comprise of services including but not limited to the following services:

- a. WTP and STP systems.
- b. Provision of sewer and drainage systems.
- c. Provision of storm water services keeping the hilly contour of the site.
- d. Provision of rain water harvesting systems.
- e. Provision of hot and cold-water systems.
- f. Boilers.
- g. Hydraulic services including the domestic hot and cold-water services, sewer drainage and sanitary plumbing services
- h. Trade waste (grease) services, gas service and storm water plumbing and drainage service.
- i. Hydro-Pneumatic systems for cold and hot water distribution.
- j. Integration of requirements for swimming pool and irrigation.
- k. All necessary documentation support for Authority submissions, if any.

The design of the Fire Services shall comprise of services including but not limited to the following services:

- a. Provision of the fire services in accordance with the fundamentals and design criteria documentation issued by relevant statutory body and NOC received from the fire officer and in accordance with FLS standards of Alila.

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- b. Fire services including the fire sprinkler system, inert gas suppression system, smoke detection system, hydrant and hose reel systems, hand held fire extinguisher, emergency warning and intercom systems.
- c. Ongoing development of the above briefs.
- d. Authority submissions and the technical discussion with authorities

Other services shall include inter alia:

- a. Lift, escalators and dumb waiters. Excluding Traffic Analysis
- b. Back end designs for Room management system viz. TV/music, security/ surveillance, EPABX, server, etc.

In addition to the above general scope, the MEP Services Consultant shall also conform to the following additional requirements:

- a. Design delivery shall be on fully documented design basis.
- b. Attend design meetings and the Project review meetings, if required, at various stages of the Project.
- c. Visit site of the Project and render confirmation of existing conditions and recommend technical options and clarifications to the Project manager.
- d. Provide other presentation materials, reports as required by the Project manager.
- e. Provide Project manager with all necessary calculations analysis for design audit and validation.
- f. Develop and evaluate various alternatives as required in respect of environmental energy efficiency, safety, current progressive technological changes that are commensurate with the Environmentally Sensitive Design (ESD).

Concept Design

- a. Familiarize and understand the requirements of the development in accordance with Operators Technical Services, Engineering Recommendations and Minimum Standards (ERMS).
- b. Prepare a design Basis report (DBR) stating the applicable codes, loads, assumptions, design criteria, calculations and computer data of the system and its components as directed by the project manager.
- c. Develop a concept Schematic (Single Line Diagrams) for the associated with the mechanical, electrical, Fire Fighting, plumbing systems and low voltage systems.
- d. Prepare the conceptual drawings, layout sketches, renderings, electronics, visualization and appropriate documentation that explain the concept.
- e. Identify viable alternative options taking all Project parameters into consideration.
- f. Assist in achieving sign off on all of the above, as may be required by all project stake holders.
- g. Suggest various cost-effective solutions with together with lifecycle analysis.
- h. Assist Project manager/ QS team in primary estimation.

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Schematic Design

- Develop a schematic design (Layout) after receiving approval on the preliminary concept (DBR & SLDs) and/or other consultants appointed by the Client.
- Provide types and quality concepts for materials, equipment, and systems which will help to identify the necessary modifications to the building systems.
- In conjunction with the other consultants, submit a schematic design showing spatial arrangements, materials and appearance for the for approval
- Recommend to the Client about other specialized services related to the MEP discipline which are required for completion of the Project
- Integrate the overall engineering concepts and also develop the co-ordinate service drawings.
- Agreement on one optimal design solution for each of the sub-components of mechanical, electrical, plumbing, fire fighting, low voltage systems and lifts for further development.
- Present all the schematic phase drawings (Single Line Diagrams in Layouts along with SLD flowcharts) and documents (technical) to the Project Manager and/or operators, for their review and approval or modification as required.
- Prepare /update preliminary cost estimate for the design and construction of all MEP & LV components of designs.

Design Development and Tender Documentation

Based on the Approved Schematic Design, the Consultant will further develop the design and prepare the Design Development including plans, elevations, sections and other drawings in dimensioned hard-line format and developed written outline specifications to fix and illustrate the size, configuration, character and performance criteria of the Project and its components.

- The Consultant shall consult all other specialized consultants and review their design efforts and take lead role in interdisciplinary coordination between different traded and provide sufficient guidance for the integration of structural and M/E/P systems requirements and other design trades to develop fully coordinated design.
- These documents will be developed and revised as necessary, based on the input of the consultants, to arrive at the Approved Design Development, which will be suitable for use by the Quantity Surveyor in refinement and preparation of a Developed Statement of Probable Construction Cost.
- The Consultant shall prepare all design development drawings and documents along with incorporating the specialist inputs of all consultants appointed by the Client.
- The Consultant shall carry out all co-ordination & integration of drawings and documents during this stage, including other consultant's inputs as applicable.
- The Consultant shall assist the Project Manager to carry out cost check and value engineering
- The Consultant shall review solutions and suggestions after Value Engineering Exercise and amend necessary changes in design drawings and detailing.
- This stage is to provide the information required to illustrate the design intent of all MEP elements. This Design Development package shall include plans, sections,

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sketches, details, final location and sizes of cut-outs, single line diagrams, flow diagrams, material specifications etc.

Construction Documentation

The MEP services consultant, during this stage shall provide services including but not limited to the following services, to the satisfaction of the Project Manager.

- a. Participate in the Progress review meetings with the contractors conducted by Project Manager
- b. Participate and provide constructive input and recommendations, whenever required, in other meetings as called by Project Manager, like Schedule review meeting, Submittal/RFI review meeting, Change Authorization meetings, etc.
- c. Review all technical submittals like Shop drawings, Samples, Coordination drawings and Product/Equipment data submitted by contractors and provide timely response so as not to hamper the progress of works at site
- d. Review Request for Information submitted by contractors and provide timely response so as not to hamper the progress of works at site
- e. Provide revised Construction Drawings during project, well in time, so as not to hamper the progress of works at site.
- f. Follow the Systems, Procedures and Formats established by Project Manager for managing the day to day execution of the project and respond appropriately in the formats
- g. Review Non-Conformance Reports and provide inputs for rectifications

Construction Administration and Commissioning

The MEP services consultant, during this stage shall provide services including but not limited to the following services, to the satisfaction of the Project Manager

- a. Review and approve Contractors shop drawings and provide approvals on same along with technical data submissions by contractors.
- b. Review and approve material, specifications etc submitted by contractors.
- c. As appropriate, instruct sample taking to carry out test so materials, components, techniques and workmanship and examine the conduct and results of such test whether on or off site.
- d. At intervals appropriate to the stage of construction, visit the works to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the Contract Documents (Design & Specifications).
- e. In conjunction with the other consultants, resolve "on-site" problems in relation to the works, which may arise from time to time.
- f. Prepare periodic Site Observation Reports and submit to client.
- g. Review testing and commissioning procedures and monitor their implementation at site.

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- h. Carry out snagging inspections prior to practical completion as per the snag-list schedule prepared by Project Manager
- i. Review and certify 'as built' drawings based on Red Line marked certified layouts
- j. Review and certify 'Commissioning Reports' submitted by contractors.

Design Deliverables

The indicative but not exhaustive list of deliverables from the MEP consultant at various stages is as follows:

Concept Design

Provide necessary inputs into architectural planning regarding major plant areas requirements based on its past experience for:

- a. Substations
- b. Switch rooms
- c. Risers
- d. Distribution boards
- e. Metering facilities
- f. Communications facilities
- g. Generator room
- h. UPS rooms
- i. Chillers plant room, pump room and Cooling towers
- j. Fan rooms
- k. HSD Yard
- l. Pump rooms & Water Tanks
- m. Sewerage treatment plant
- n. Water treatment plant
- o. Control room
- p. Lift core
- q. Service transfer from guest rooms
- r. Major Shafts and cut-outs

Schematic Stage:

- a. MEP Layout Schematics including MEP space planning requirements, shafts etc.
- b. Critical MEP Sections
- c. Coordinated MEP services drawings.
- d. Submission drawings to various statutory authorities including Fire, PCB etc.
- e. Revised MEP DBR with SLDs for final approval and records.
- f. Preliminary specifications
- g. Budgetary cost estimate

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Design Development & Tender Documentation Stage

- a. MEP Layout Schematics including MEP space planning requirements, shafts etc.
- b. Critical MEP Sections
- c. Coordinated MEP services drawings.
- d. Submission drawings to various statutory authorities including Fire, PCB etc.
- e. Revised MEP DBR with SLDs for final approval and records.
- f. Preliminary specifications
- g. Budgetary cost estimate

Tendering Stage:

The MEP services consultant, during this stage shall provide services including but not limited to the following services, to the satisfaction of the Project manager.

- a. Participate in the prequalification of bidders and advise the project manager in the selection process.
- b. Develop tender documentation in accordance with the Project Managers procurement and trade packaging requirements.
- c. Prepare a complete design calculation, specification, fully detailed drawings and BOQ necessary to describe the MEP work for tender.
- d. Define Performance clauses, testing provisions, commissioning list, warranties and guarantees that need to be prepared prior to the acceptance of the systems.
- e. Assist in the analysis of bids received, submit its recommendations along with technical comparatives and aid in the preparation and letting of all MEP contracts.
- f. Provide a written technical evaluation of each of the MEP vendor submissions.
- g. Finalise all materials, equipment, plants and other product selection including advice on advantages and disadvantages of the same.
- h. List of Tender Packages
- i. List of Contents of each Tender Packages
- j. List of Drawings per package & Tender Drawings
- k. Technical Specifications for each package
- l. BOQ for each package
- m. Cost estimate based on tender packages (Pre-Tender Estimate)

Construction Documentation

Valid for Construction Double line representation of all systems. Drawings 6 no of sets in Hard copies and AutoCAD/ PDF.

- A. General for all services
 - a. General drawings for entire site including site sections.
 - b. Co-ordinated services drawings for site services with miscellaneous details
 - c. Co-ordinated services sections at various locations
 - d. Typical details-Co-ordinated.

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B. PLUMBING

- a. General drawings
- b. Double line diagrams and layouts
- c. Co-ordinated external/ site services layouts
- d. Basement floors layouts with sleeve cut-out locations
- e. Superstructure layouts for all levels including terrace level
- f. Various sectional details at enlarged scale
- g. Typical details
- h. Miscellaneous details
- i. Water tank details
- j. WTP details
- k. STP Details
- l. External/storm water drainage system.

C. FIRE FIGHTING

- a. General drawings
- b. Site layouts for fire fighting systems
- c. Double line diagrams
- d. All level layouts for hydrant system & sprinkler system
- e. Fire alarm and public-address system drawings
- f. Various sectional details at enlarged scale
- g. Typical details with enlarged details
- h. Misc. details

D. HVAC

- a. General drawings
- b. Double line diagrams
- c. Basement floors layouts
- d. Plant room layout and details
- e. Parking areas layouts
- f. All level layouts including terrace level
- g. Various sectional details at enlarged scale
- h. Details of cooling towers etc
- i. Typical details / Generic Details
- j. Miscellaneous details
- k. Precision AC layout& details

E. Electrical

- a. General drawings
- b. Double line diagrams
- c. HT yard layout and details
- d. Transformer yard layout & details
- e. Substation layout & details
- f. HSD yard layout & details

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CIN: U74999GA2016PTC013571

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- g. Basement floors electrical layouts
- h. All level electrical layouts at floor level & walls
- i. All level electrical layouts at ceiling level
- j. Plant room layout and details
- k. Server room layout & details for all server rooms, data centre etc.
- l. Typical details
- m. Miscellaneous details

F. Low voltage system (BMS, FAS&PA, CCTV, Security & Access)

- a. General arrangement plans and general drawings
- b. Site layout for Low Voltage Systems
- c. Schematic for BMS
- d. Layouts for integrated BMS architecture systems
- e. Single line electrical layout drawing for mechanical equipment-BMS layouts
- f. Single line electrical layout drawing for water tank and hydro-pneumatic equipment-BMS layouts
- g. Single line electrical layout drawing for water metering- BMS layouts
- h. Single line electrical layout drawing for DG units- BMS layouts
- i. Single line electrical layout drawing for fire pumps- BMS layouts
- j. Single line electrical layout drawing for elevators- BMS layouts
- k. Single line electrical layout drawing for electrical energy monitoring- BMS layouts
- l. Single line electrical layout drawing for computer systems- BMS layouts
- m. BMS panel drawing
- n. BMS connectivity & installation details
- o. Layout for control devices for all levels
- p. Layout for smoke detector & PA for all levels
- q. Layout for water leakage detection system for server room etc.
- r. Schematic for CCTV
- s. System Architecture layouts for CCTV system
- t. Layout for CCTV for all levels xxi. Schematic for Security & Access
- u. Layout for Security & Access control systems for all levels
- v. Typical details with enlarged details
- w. Miscellaneous details

Construction Administration and Commissioning

- a. Review report of shop drawings by vendors/contractors
- b. Review report of samples provided by vendors/contractors
- c. Review report of quality of materials & installation processes by vendors/contractors
- d. Periodic report on quality of overall MEP construction (Monthly Basis)
- e. Review report of AS BUILT drawings by vendors/contractors
- f. Review report of Installation processes by vendors/contractors
- g. Witness /certification of commissioning activities.

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Scope of Services

MEP DESIGN CONSULTANCY SERVICES	Included	Not Included	Notes
Concept design stage	✓		
Schematic design stage	✓		
Design development stage	✓		
Detailed design and construction documentation	✓		
Tender Stage /Administration	✓		
GFC stage	✓		
Construction administration	✓		
1.1 HVAC			
Air -Conditioning & Heating system	✓		
Mechanical ventilation system	✓		
Automatic Controls	✓		
Indoor air quality	✓		
Energy conservation features	✓		
1.2 ELECTRICAL SERVICES			
Incoming supply (from the plot boundary) including the receiving arrangement from the power company and substation	✓		
L.V. supply, main switchboards and distribution to all plants and equipment, pumps, etc. and to power & lighting points.	✓		
Complete electrical wiring system.	✓		

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Voice & data containment (Infrastructure work).	✓		
Lightning protection system	✓		
Standby power generation and distribution	✓		
Earthing system	✓		
Energy conservation features	✓		
1.3 Fire Protection System			
Fire hydrant and hose reel system	✓		
Automatic sprinkler system.	✓		
Automatic fire detection and alarm system.	✓		
Manual fire alarm system	✓		
Portable fire extinguisher appliances	✓		
1.4 Plumbing and Building Drainage			
Water storage and distribution system	✓		
Water Treatment System	✓		
Potable water supply system	✓		
Water heating and solar water heating systems	✓		
Boiler Design for Steam Requirements of laundry	✓		
Sewage and soil drainage distribution	✓		
Flushing water supply system	✓		
Sewage & waste water treatment system	✓		
Building rainwater harvesting system	✓		
Storm water disposal system	✓		

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MYRAYASH HOTELS

1.5 Integrated Building Management System:			
Building Automation System	✓		
Integrated with fire detection & Alarm system	✓		
Electronic Security System	✓		
DELIVERABLES			
A maximum of two prints of our design drawings	✓		
A maximum of two copies of DBR	✓		
Two copies of detailed cost estimates	✓		
A maximum of four copies of tender documents	✓		
One set of soft copy of all relevant design & documents	✓		
EXCLUSIONS			
Surveying of site, taking size, location and invert levels etc. for existing utilities & groundwater survey		✓	
Obtaining municipal authorities, permission for various utilities and obtaining actual connection. All technical assistance will however be provided by us.		✓	
Actual purchase of materials by owner, placing of indents, follow up on delivery of owner purchase materials.		✓	
Day to day supervision, verification of supplier's or contractor's bills, or certification of payment.		✓	
Preparation of as-installed drawings, operation and maintenance manuals.		✓	
Swimming Pool Designs		✓	

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LPG/PNG piping system		✓	
Solid Waste disposal		✓	
GSM / Mobile Booster system Design		✓	
Audio video system design consultancy		✓	
Façade lighting, architectural lighting in public and landscape areas etc. which shall be designed by a specialist lighting consultant		✓	
Building Acoustic Engineering		✓	
Design of IT & Telecom system		✓	
Lift traffic analysis		✓	


 21/07/24



 02/07/24





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Appendix C - Timelines

The estimated time for project completion is 36 Months. The Fee proposal however is valid for 48months. For the development beyond the 48 months of engagement the escalations as escalation shall be agreed mutually between consultant and client.

The timelines are projected as per PMC project schedule and is subject to change as the design progresses.

Indicative Project duration: **36 months**
(from design to completion)

Appendix D – Fees & Payment Schedule

The Consultant shall issue an invoice for each stage of design submission as follows: 10% as Mobilization Advance shall be paid. Balance 90% will be divided as per the stages mentioned as under:

Total Fee MEP Design Consultancy - INR 46,00,000/- (Lumpsum)

Irrespective of area and space. No change in contract fee in the event of change in areas and usage.

Construction Area (Sq.mtrs.)	26,362
Site Acre Development	17
Proposed Full Value as per revised rates (Rs.)	46,00,000/-

#	Payment Stage	%	Amount (INR)
1	On appointment	15%	6,90,000
2	Revalidation /Submission of DD stage	15%	6,90,000
3	Revalidation /Completion of DD stage - Approval - pro rata	10%	4,60,000
4	Revalidation /Submission of Tender Stage- Pro Rata	20%	9,20,000
5	Completion of Tender stage - Approval - prorata	5%	2,30,000
6	Completion of Working Drawings(100% CD) - Pro Rata	15%	6,90,000
7	CA stage- Pro Rata	10%	4,60,000
8	Commissioning and handing over stage- Prorata	10%	4,60,000
	TOTAL	100%	46,00,000

Note: The above fees is excluding GST.

Other Terms which are to be paid over and above fee:

1. Taxes
2. Reimbursable expenses

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SITE VISITS

Consultant fee includes time for 1 site visit per month to project site but excludes travel boarding & lodging expenses to the Project site. Travels from Consultant office to site will be arranged by the client or reimbursed as per actuals. Air fare will be economy class. Hotel shall be 4-star equivalent near the vicinity of the site.

Appendix E – Consultant's Proposal

Enclosed by order of precedence

a / Consultant's proposal dated 04.06.2024.

2/7/24
CLB

2/7/24

2/7/24



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