

ARK BUILDERS AND DEVELOPERS

Shop No:3,Northern Supremus,Near, Shanti Nagar Dongri,S.V.Road,Dahisar east,Mumbai-400068.

Date : 30.10.2023

To,
M/s. Vivek Bhole Consultant Pvt. Ltd.
1st Floor, Pinnacle Business Park,
Mahakli Caves Road, Near Ahura Centre,
MIDC, Andher (E), Mumbai-400 093.

Sub : Appointment of Architect for the proposed SRA Scheme C.T.S No. 410, 411, 411/1, 412, 413 C, 413D (Old CTS No. 420), 420/1 to 7, 422 Village Borivali Tal. Borivali, 1387/7(pt) Village Eksar Tal. Borivali (W), Mumbai-400103. known as **Shree Siddhivinayak C.H.S. (Prop.)**

I/We hereby engage/appoint you as my/our Architect for the above mentioned work on following terms and conditions:-

1. **Scope of work :** Preparation of preliminary/architectural designs and Municipal Drawings, to obtain Municipal approval on my/our behalf by liaisoning with authorities for approval, to recommend appointment of structural consultants, plumber and site supervisor/clerk of work in consultation with us at our separate cost, periodical inspection and report of the progress of work periodically at your discretion as per exigencies, issuing the completion certificate based on the certificates of site supervisor, structural consultants and plumber and submitting the same to the authorities, and to obtain Occupation Permission/Building Completion Certificate from authorities. Your services do not include constant supervision.
2. For day to day supervision I/We appoint qualified licensed site supervisor during execution of entire work.
3. I/We agree to abide by all the conditions subject to which the approval is granted. You will not be responsible for any infringement of the same. On noticing any infringement of conditions or regulation you shall have right to stop the work to which we shall abide forthwith.
4. If I/We do any work departmentally by our supply and purchase of the materials, I/We shall be solely responsible for use of proper materials and workmanship and you shall have all the rights given to an architect under the building contract, on the work.
5. A separate letter is issued to you stating the Professional fees payable, Mode of payment shall be in accordance with the norms of PEATA/Council of Architecture.

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6. The fees do not include obtaining any N.O.C./s from other departments or authorities, preparing perspective, models etc.
7. You will not have right to alter/amend the design/drawings without our approval in writing which entails any financial implications, save and except those required for statutory compliance.
8. A thirty days clear notice in writing is required by either of the parties to terminate the agreement, during the pendency of which your 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 stage of work/payment.
9. I/We may terminate this agreement by giving one month's notice in writing and further, I/We can appoint any other Architect only on obtaining your N.O.C. We will not carry out any further work till the New Architect is appointed and is accepted by the Authorities. In this event, your N.O.C. will not be withheld unreasonably and will be deemed to be issued on our paying your dues, or in the event of dispute, on the matter being referred the arbitration.
10. In event of any dispute the matter shall be referred to arbitration before the Arbitrators to be appointed by PEATA/both of us.

11. MODE OF PAYMENT:

Mode of payment will be as per PEATA's Rules & Regulations For the above stated Architectural and Technical Services, you shall be paid at the rate of **5%** percentage of fees on total construction cost of project. The fee does not includes other out of pocket and over head expenses, so far as the approval of the plans are concerned.

11. STAGES OF PAYMENT :

No.	Description	% of Constructions Cost
1	Rs. 2 lakhs shall be paid as on advance against documentation, site visits etc. on execution of this letter.	
2	0.25% Out of total fees payable on Acceptance in SRA	3%
3	0.25% Out of total fees payable on Getting NOC's II -DY Collector, III-finance Controller, IV-DSLR, V-Assistant Registrar, VI -Town Planning.	
4	0.45% Submission on scrutiny fees	
5	0.45% Annexure II and III	
6	0.45% Getting of LOI	

7	0.25% Getting of IOA Rehab	
8	0.3% Getting of IOA Sale	
9	0.3% Getting on C.C. Rehab	
10	0.3% Getting on C.C. Sale	
11	0.50% on FCC of Rehab Building	1%
12	0.50% on FC.C. of Sale Building	
13	0.25% on Occupation of Rehab Building	1%
14	0.75% on Occupation of Sale Building	
15	Amended Plans no charges if fees is on percentage of construction cost	
16	Revised LOI and IOA change of scheme area 4% to 10% charge if fees is on sq. feet basis	

We hope, you will find the above in order and request you to confirm the same at your earliest and request you to start the work immediately.

Thanking You,

Approved and confirmed

M/s. Vivek Bhole Consultant Pvt. Ltd.,



Milind J. Bhole

Milind J. Bhole

B/233/LS

Yours faithfully

For M/s ARK Builders & Developers

Mr. Rajesh Khengare Patil

Mr. Rajesh Khengare Patil



C.C. to : The Executive Engineer (III)

Slum Rehabilitation Authority, Bandra (East), Mumbai-51.

For information and Record Please.