

Contractor

October 16th, 2023

To,

M/s Paloma Realty LLP,

Kanpur, UP

SUB: Proposal for Architectural Consultancy Services for Proposed Residential Development at Kanpur.

Attn: Mr. Prashant Jain/ Mr. Abhishek Agrawal,

From the very outset we thank you for giving us this opportunity to work on your esteemed upcoming project.

1.PROJECT DESCRIPTION:

To design mixed used development consisting approx. 2,00,000 sq.ft of retail area, in addition to 2,00,000 sq.ft of hospitality area and around 4,50,000 of residential area in Rajasthan.

Hafeez Contractor

A J J A, E D Arch, M S Arch & U D (USA)
New York Arch, E D Arch (Home Housing)

1.1 Inclusions

Scope of work includes the following:

- * Architectural Design Consultancy.
- * To co-ordinate with all Consultants as appointed by the Client.
- * Preparation of drawings for meetings at site as required / office workshops as & when required.
- * Co-ordinate with vendors for 3D views as made for Client's Approvals & Sign Off of Architectural Scheme @ Concept Stage.
- * Periodic Supervision of works to check the Progress of Work and to ensure the Design Intent is being followed during construction.

1.2 EXCLUSIONS:

The scope of work excludes the following:

- * Structural Consultancy
- * MEP Consultancy
- * Landscape Consultancy
- * Specialized Lighting Consultancy
- * Facade Consultancy
- * Signage Consultancy.
- * Certification of Bills, after verification by PMC, as & when required.
- * Consultancy for all Statutory approvals and Liaisoning work.
- * Geo technical Consultancy.
- * Project Management Consultancy.

* Water Harvesting Consultancy

3D Contractor

- * Physical Model for Marketing Purposes.
- * Marketing Quality 3D Animations, Walk Through, 3D Visuals,
- * Marketing Images.
- * Any kind of Interiors
- * Estimation and tendering

Architect Hafeez Contractor values time and will strictly follow the schedule as mutually agreed at the time of signing of this Agreement. Each stage will be submitted in the form of a stage wise documents and we shall obtain written approval of various drawings and documents from Client before proceeding to the next stage. Without written approval of a certain stage of Design, AHC shall not proceed to the next stage of work. All changes suggested by the Client will be incorporated into the various documentation of the next stage of design.

1.3 Scope of Services & Stage Wise Deliverable:

Stage I - CONCEPT DESIGN:

- 1) Receiving detailed design brief from Client,
- 2) Presenting planning schematic design and taking approval from client.
- 3) After approval of master plan, presenting Concept Plan with FSI generated, FSI usage & distribution and massing details.
- 4) Phasing Plans showing number of floors, parking levels, layout RG, entry / exit, and internal roads.
- 5) Conceptual Designs, Drawings, Sketch ups, etc.
- 6) Project Look and Feel to capture Aesthetics.

Stage II - SCHEMATIC DESIGN DEVELOPMENT STAGE:

- 1) Co-ordination with all consultants
- 2) Presentation of Building Floor Plans for the various types of units, preparation of elevations / sections of the finalized floor plans based on Master plan.
- 3) Co-Ordination of conceptual infrastructure drawings.
- 4) Co-Ordination of various structural and engineering systems with recommendations for preferred option and prepare concept design drawings across various engineering disciplines i.e. civil / structural.

- Providing design / drawing documents to the visualization agency and model makers as appointed by Client & Co-ordinating with them to ensure delivery of all marketing collateral as required for launching of the project.
- Documents / Data / Drawings needed for preparation of marketing materials.

- 1) Develop detailed design / drawings of signed off schematic design / drawings, provide all the design and drawings to the Services including: water supply, sewerage and storm water drainage, irrigation, infrastructure, electrical and power lighting systems (internal and external) air conditioning, refrigeration and climatic control, telephone, telex, public address and security system, emergency electrical power, UPS, BMS, fire detection and protection system, solid waste collection and disposal system building all details, design drawings for all external works, including hard and soft landscaping, site boundary, site

2) Finalization and preparation of coordinated structural & services layout drawings.

4) Develop schematic for all exteriors.

5) Preparation of Drawings good enough to invite tenders by client.

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Indicative list of broad Deliverable:

Four hard sets (A2 size) and two soft set (PDF) of following documents:

- Co-ordinate with all consultants & ensure a co-ordination approach on the project,
- Detailed floor plans and elevations, etc.
- Detailed building sections, building to grade relationships, floor to floor heights, material designations, major elevations with extent of glazing and mullion spacing indicated facade systems.
- Specific details of building elements
 - Schedules - Finishes, Doors, Windows, etc.
 - Detailed Specifications
 - Updated Area statement

Co-ordination, providing all inputs required for preparation of various approvals like MOEF.

STAGE VI - CONSTRUCTION STAGE (GFC DRAWINGS):

- 1) Preparation of GFC drawings for Architectural construction documents.
- 2) Preparation of Good for Construction (GFC) drawings. Submission of the GFC to the Client for the sub structure and super structure including all the architectures, structures, provisions for services,
- 3) Preparation of GFC drawings for Finishing Works.
- 4) Incorporating changes due to site conditions and issue revisions accordingly.

Hafeez Contractor

Atta G D Arch, At G Arch & UD (USA)
 11 AUGUST 2023

Indicative list of Deliverables:

Six hard sets (A1 size) and two soft set (PDF) of following documents:

- Good for Construction drawings, sketches etc.
- Prompt response to RFI's.

Stage VII - CONSTRUCTION STAGE:

- 1) Site visits as required 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.
- 2) Respond to any design and / or technical queries raised by Contractors and Project Manager.
- 3) Review and approve materials proposed by Contractors / Client to ensure adherence to the design intent.
- 4) Review and approve shop drawings submitted by Contractors with the design intent.

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2.0 PROFESSIONAL FEES:

2.1 Consultancy Fees:

With the understanding that we shall be awarded the project as described above, fees will be charged in terms of square feet of the total constructed area (including basement, stilts, OHT, LMR, MEP Services rooms, UGT, etc.) on the completion of the project. Our proposed Fee Structure is as follows:

Construction Area -	
Superstructure (approx.)	Rs. 2,361.00/sq. ft.
Substructure (approx.) (3 basements and services)	Rs. 734.20/sq. ft.

*Note: The final areas will be reconciled during the course of the project and final areas on completion.

Architectural Fees

Super Structure @ 32/sq. ft.	Rs. 1,75,93,632/-
Sub Structure @ Rs. 15/sq. ft.	Rs. 28,46,000/-
Total Fees	Rs. 2,08,39,632/-

In words: Rupees two crore, eight lakhs, thirty-nine thousand, six hundred thirty-two only.

The final areas will be reconciled during the course of the project and final areas on completion and the fee shall be paid accordingly.

Hafeez Contractor

A J J A, G D Arch, M S Arch & U D (USA)
P O Box 111111, New York, NY 10001

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The above fee does not include:

- Consultancy work of:
 - Structural Consultant
 - MEP Consultant
 - Landscape Consultancy
 - Quantity surveyor & Estimation
 - BIM
- GST (to be paid in addition as applicable)
- Obtaining Statutory Clearances.
- Any other consultancies not indicated in the scope of works.
- All Ex-Mumbai travel related to the project shall be Business Class for Principal Architect & Associate Architect & Economy Class for Intermediate & Junior Architects of AHC.
- Accommodation to be provided for by the client in 5 Star Hotels.
- Physical Models, Walk-through & 3D visualizations prepared for the purposes of marketing, websites, brochures, etc.

Hafeez Contractor

101, G D Arch, M S Arch & U D (USA)
The Hafeez Contractor Pvt. Ltd.

i)	Advance	Rs.
ii)	Stage I Arch Concept Design (Inclusive of Advance)	10%
iii)	Stage II Schematic Design Stage	15%
iv)	Stage III Regulatory Drawings & Submission	10%
v)	Stage IV Marketing / Launch	10%
vi)	Stage V Tender drawings/ Design Development	15%
vii)	Stage VI All GFC Set Stage VII Equal Monthly Installments	10%
viii)	Stage VIII During Construction on Completion & submission of as Built drawings	25% 05%
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Hafeez Contractor
A I I A, G D Arch, M S Arch & U D (USA)
9th C, (Haw) Arch, 11th C, (Haw) Arch, 11th C, (Haw) Arch

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4.0 RERA CLAUSE:

Notwithstanding anything provided in this Agreement, the Owner (herein The Company) confirms the fact that the Consultant is a Design Consultant and not the "Architect" for the Project to be appointed by the Owner as required under The Real Estate (Regulation and Development) Act, 2016 ("RERA"). The Consultant shall not in any manner, directly or indirectly, be responsible for performance of any obligations, duties and responsibilities cast on such "Architect" to be appointed by the Owner by under and pursuant to RERA. The Owner shall appoint an independent "Architect" to comply with all the obligations, duties and responsibilities as required under RERA, who shall comply with all requirements stipulated under RERA. It is clarified that the Consultant's obligations, duties and responsibilities in the performance of Services for the Project are limited to those defined under this Agreement and are of a purely contractual nature limited to this Agreement. Accordingly, the Owner undertakes not to do or omit to do any act, deed, matter or thing that contravenes this understanding or exposes the Consultant to the compliance and responsibilities stipulated by under and pursuant to RERA. The terms of this Clause shall supersede any inconsistent or contrary term in this Agreement or that as may be agreed upon between the Parties from time to time during provision of Services by the Consultant towards the Project.

The Owner shall obtain the prior written consent of the Consultant in order to draw any reference to or make any association of the Consultant with the Project in any of its marketing material or adverts relating to the Project. The Owner shall ensure that, in such circumstances, the marketing material or advert in which the name of the Consultant appears, clearly clarifies that the Consultant is a Design Consultant for the Project and not the RERA Architect.

The Owner understands that the aforesaid conditions mentioned in this Clause are the essence of this Agreement and the Consultant's readiness to enter into and execute this Agreement is based on the Owner's assurance to comply with these conditions. The Owner hereby agrees to indemnify and keep indemnified and hold harmless the Consultant and his representatives, staff and employees from any claims, notices, demands, litigation and other proceedings and/or from any costs, expenses or damages suffered or incurred by the Consultant arising from any contravention of the Owner of the aforesaid conditions mentioned in this Clause.

5.0 ABORTIVE / REPITION OF WORK:

Architect Hafeez Contractor recognizes that designs & stages of work are often revisited. In a case where AHC has completed of a stage of work & the same is to be revisited again, the work previously done for that stage will be considered as abortive work & hence the work done again will be considered as a re-working of that particular stage of design. In this case, client to make complete payment for the works completed till that stage before proceeding for further rework/ redesign. The reworked design scheme shall be subject to fees as per agreed terms, starting from the concept stage. If for any reason, the client decides to abort/ discontinue the work, AHC shall be compensated with the appropriate fees of the total Contract Value, as per mutually agreed terms (Minimum 50% of the Contract Value).

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6.0

This Contract is valid for 2 years from the date of signing. An escalation fee is applicable at the rate of escalation of 15% each year, if the project does not take off beyond concept stage.

**Thanking You
Yours Truly,**

PUSHYAMITRA LONDHE

Höge Contractor

A. I. A. E. D. Arch. MS Arch & D (USA)

July 1, 2021

To,

**M/s Paloma Reality LLP,
Kanpur, UP**

**SUB: Proposal for Architectural Consultancy Services for Proposed
Residential Development at Kanpur.**

Attn: Mr. Prashant Jain/ Mr. Abhishek Agarwal

From the very outset we thank you for giving us this opportunity to work on your esteemed upcoming project.

1. PROJECT DESCRIPTION:

To design and develop an Iconic Luxurious Residential scheme with 4 BHK apartments, Club house and other amenities.

1.1 Inclusions

Scope of work includes the following:

- * Architectural Design Consultancy
- * To co-ordinate with all Consultants as appointed by the Client,
- * Preparation of drawings for meetings at site as required / office workshops as & when required.
- * Co-ordinate with vendors for 3D views as made for Clients Approvals & Sign Off of Architectural Scheme @ Concept Stage,
- * Periodic Supervision of works to check the Progress of Work and to ensure the Design Intent is being followed during construction.

1.2 EXCLUSIONS:

The scope of work excludes the following:

- * Structural Consultancy
- * MEP Consultancy
- * Landscape Consultancy
- * Specialized Lighting Consultancy
- * Facade Consultancy
- * Signage Consultancy.
- * Certification of Bills, after verification by PMC, as & when required.
- * Consultancy for all Statutory approvals and Liaisoning work.
- * Geo technical Consultancy.
- * Project Management Consultancy.
- * Water Harvesting Consultancy.
- * Physical Model for Marketing Purposes.
- * Marketing Quality 3D Animations, Walk Through, 3D Visuals, Marketing Images.
- * Any kind of Interiors
- * Estimation and tendering

Architect Hafeez Contractor values time and will strictly follow the schedule as mutually agreed at the time of signing of this Agreement. Each stage will be submitted in the form of a stage wise document and we shall obtain written approval of various drawings and documents from Client before proceeding to the next stage without written approval of a certain stage of Design, AHC shall not proceed to the next stage of work. All changes suggested by the Client will be incorporated into the various documentation of the next stage of design.

1.3 Scope of Services & Stage Wise Deliverable:

Stage I - CONCEPT DESIGN:

- 1) Receiving detailed design brief from Client;
- 2) Presenting Concept Plan with FSI generated, FSI usage & distribution and massing details.
- 3) Phasing Plans showing number of floors, parking levels, layout RG, entry / exit, and internal roads.
- 4) Conceptual Designs, Drawings, Sketch ups, etc.
- 5) Project Look and Feel to capture Aesthetics.

Stage II - SCHEMATIC DESIGN DEVELOPMENT STAGE:

- 1) Co-ordination with all consultants
- 2) Presentation of Building Floor Plans for the various types of units, preparation of elevations / sections of the finalized floor plans,
- 3) Co-Ordination of conceptual infrastructure drawings.
- 4) Co-Ordination of various structural and engineering systems with recommendations for preferred option and prepare concept design drawings across various engineering disciplines i.e. civil / structural.
- 5) Work in coordination with Municipal Architect for obtaining all municipal and all other statutory clearances.
- 6) Preparation and submission of all the drawings, providing all data for preparation of perspectives and renderings and Massing scheme, etc
- 7) Co-ordinate with Consultants/Vendors appointed by the Client and provides all necessary details for preparation of marketing materials.
- 8) Co-ordination and providing inputs for Preparation of presentations for MOEF.

Stage III - REGULATORY SUBMISSIONS:

- 1) Providing design / drawing documents to the Liaison Architect / Consultant and the Client for preparing all Municipal / Statutory Submissions.

Deliverable for Stage 01 & 02:

- * Dimension general arrangement drawings including plans and site section
- * Drawings / Sketch Ups - suggesting Architectural language of the project
- * Updated Area statement, schedule of land usage areas and building floor area schedules.
- * Conceptual building sections, building to grade relationships, floor to floor heights, material designations, major elevations with extent of glazing and mullion spacing indicated
- * Preliminary schedule for areas, buildings, accessibility routes.
- * Documents / Data / Drawings needed for municipal / statutory submissions.

Stage IV - SALES & MARKETING MATERIAL:

- 1) Providing design / drawing documents to the visualization agency and model makers as appointed by Client & Co-Ordinating with them to ensure delivery of all marketing collateral as required for launching of the project.
- 2) Documents / Data / Drawings needed for preparation of marketing materials.

Stage V - TENDER STAGE /DETAILED DESIGN DEVELOPMENT STAGE :

- 1) Develop detailed design / drawings of signed off schematic design / drawings, provide all the design and drawings to the Services including: water supply, sewerage and storm water drainage, irrigation, infrastructure, electrical and power lighting systems (internal and external) air conditioning, refrigeration and climatic control, telephone, telex, public address and security system, emergency- electrical power, UPS, BMS, fire detection and protection system, solid waste collection and disposal system building all details, design drawings for all external works, including hard and soft landscaping, site boundary, site drainage, direction and information signs (internal and external) and power supply outlets for external use, etc.
- 2) Finalization and preparation of coordinated structural & services layout drawings.
- 3) Develop schematic furniture plans covering common areas (lobbies, bathrooms & public areas) with layouts and material samples.
- 4) Develop schematic for all exteriors.
- 5) Preparation of Drawings good enough to invite tenders by client.

Indicative list of broad Deliverable:

Four hard sets (A2 size) and two soft set (PDF) of following documents:

- * Co-ordinate with all consultants & ensure a co-ordination approach on the project.
- * Detailed floor plans and elevations, etc.
- * Detailed building sections, building to grade relationships, floor to floor heights, material designations, major elevations with extent of glazing and mullion spacing indicated facade systems.
- * Specific details of building elements
- * Schedules - Finishes, Doors, Windows, etc.
- * Detailed Specifications
- * Updated Area statement

STAGE VI - CONSTRUCTION STAGE (GFC DRAWINGS):

- 1) Preparation of GFC drawings for Architectural construction documents
- 2) Preparation of Good for Construction (GFC) drawings. Submission of the GFC to the Client for the sub structure and super structure including all the architectures, structures, provisions for services,
- 3) Preparation of GFC drawings for Finishing Works.
- 4) Incorporating changes due to site conditions and issue revisions accordingly.

Indicative list of Deliverable:

Six hard sets (A1 size) and two soft set (PDF) of following documents;

- * Good for Construction drawings, sketches etc.
- * Prompt response to RFIs

Stage VII - CONSTRUCTION STAGE:

- 1) Site visits as required 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.
- 2) Respond to any design and / or technical queries raised by Contractors and Project Manager.
- 3) Review and approve materials proposed by Contractors / Client to ensure adherence to the design intent.
- 4) Review and approve shop drawings submitted by Contractors with the design intent.

2.0 PROFESSIONAL FEES:

2.1. Consultancy Fees;

With the understanding that we shall be awarded the project as described above, fees will be charged in terms of square feet of the

Our proposed Fee Structure is as follows:

Construction Area
(excluding basement parking) 3,56,500 Sq.Ft.approx.
(calculated @ 4 FSI +10% compounding on net plot area of 10,031 sq.
yds with 25% loading.
The final areas will be reconciled during the course of the project and
final areas on completion.

Architectural Fees

Super Structure	@ Rs. 32/sft	Rs. 1,42,60,000/-
Sub Structure	@ Rs. 15/sft (approx 75,000sft)	Rs. 11,25,000/-

The above fee does not include:

- Consultancy work of:
 - * Structural Consultancy
 - * MEP Consultancy
 - * Landscape Consultancy
 - * Quantity surveyor & Estimation
- GST (to be paid in addition as applicable)
- Obtaining Statutory Clearances.
- Any other consultancies not indicated in the scope of works.
- All Ex-Mumbai travel related to the project shall be Business Class for Principle Architect & Associate Architect & Economy Class for Intermediate & Junior Architects of AHC.
- Accommodation to be provided for by the client in 5 Star Hotels.
- Physical Models, Walk-through & 3D visualizations prepared for the purposes of marketing, websites, brochures, etc.

3.0 PAYMENT TERMS:

i) Advance Rs. 5,00,000/-

ii) Stage I Arch Concept Design (Inclusive of Advance) 10%

iii) Stage II Schematic Design Stage 15%

iv) Stage III Regulatory Drawings & Submission 10%

v) Stage IV Marketing / Launch 10%

vi) Stage V Tender drawings/ Design Development 15%

vii) Stage VI All GFC Set 10%

viii) Stage VII Equal Monthly Installments During Construction 25%

ix) Stage VIII On Completion And submission of As built drawings 05%

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4.0 RERA CLAUSE:

Notwithstanding anything provided in this Agreement, the Owner (herein The Company) confirms the fact that the Consultant is a Design Consultant and not the "Architect" for the Project to be appointed by the Owner as required under The Real Estate (Regulation and Development) Act, 2016 ("RERA"). The Consultant shall not in any manner, directly or indirectly, be responsible for performance of any obligations, duties and responsibilities cast on such "Architect" to be

comply with all requirements stipulated under RERA. It is clarified that the Consultant's obligations, duties and responsibilities in the performance of Services for the Project are limited to those defined under this Agreement and are of a purely contractual nature limited to this Agreement. Accordingly, the Owner undertakes not to do or omit to do any act, deed, matter or thing that contravenes this understanding or exposes the Consultant to the compliance and responsibilities stipulated by under and pursuant to RERA. The terms of this Clause shall supersede any inconsistent or contrary term in this Agreement or that as may be agreed upon between the Parties from time to time during provision of Services by the Consultant towards the Project.

The Owner shall obtain the prior written consent of the Consultant in order to draw any reference to or make any association of the Consultant with the Project in any of its marketing material or adverts relating to the Project. The Owner shall ensure that, in such circumstances, the marketing material or advert in which the name of the Consultant appears, clearly clarifies that the Consultant is a Design Consultant for the Project and not the RERA Architect.

The Owner understands that the aforesaid conditions mentioned in this Clause are the essence of this Agreement and the Consultant's readiness to enter into and execute this Agreement is based on the Owner's assurance to comply with these conditions. The Owner hereby agrees to indemnify and keep indemnified and hold harmless the Consultant and his representatives, staff and employees from any claims, notices, demands, litigation and other proceedings and/or from any costs, expenses or damages suffered or incurred by the Consultant arising from any contravention of the Owner of the aforesaid conditions mentioned in this Clause.

5.0 ABORTIVE / REPETITION OF WORK:

Architect Hafeez Contractor recognizes that designs & stages of work are often revisited. In a case where AHC has completed a stage of work & the same is to be revisited again, the work previously done for that stage will be considered as abortive work & hence the work done again will be considered as a re-working of that particular stage of

agreed terms, starting from the concept stage. If for any reason, the client decides to abort/ discontinue the work, AHC shall be compensated with the appropriate fees of the total Contract Value, as per mutually agreed terms (Minimum 50% of the Contract Value).

6.0 ESCALATION OF FEES:

This Contract is valid for 2 years from the date of signing. An escalation fee is applicable at the rate of escalation of 15% each year, if the project does not take off beyond concept stage.

Thanking You,
Yours Truly,

**PUSHYAMITRA LONDHE
FOR ARCHITECT HAFEEZ CONTRACTOR**