LODHA
BUILDING A BETTER LIFE

PALAVA DWELLERS PRIVATE LIMITED
412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Rd, Horniman Circle, Fort, MUMBAI 400001
GSTIN NO : 27AAECE5655J1ZC **PAN NO : AAECE5655J**
Work Order

To, Kapadia Associates Design LLP 112-114,Dr.S.S.Rao rd Parel(E) Mumbai - 400012 **Contact No : 66602838** **Contact Person : Mugdha Vaidya** **Vendor No : 30006933**	PAN No: AAMFK9835B GST No : 27AAMFK9835B1Z3 Vendor Category :

Name of Company:	PALAVA DWELLERS PRIVATE LIMITED
Name of Profir Center:	CITY INFRA # PALAVA II
Name of Project :	CITY INFRA PALAVAII / PALAVA II
Address of Plant:	Dombivali (E),Nilje Village,Off Kalyan Shil Phata Road,Thane,421201
Work Order *No*:	7000089072
Work Order date:	09.03.2018
Work Order for:	Architectural design consultancy services for lakefront near sector 2 of Palava phase II
SAP GL Description:	CONSULTANCY CHARGES
Validity Start Date:	09.03.2018
Validity End Date:	09.03.2022

OWNER

CONSULTANT
(Sign & Stamp)

Appointment Letter

Further to your proposal and subsequent negotiations, we are pleased to award you the Architectural design consultancy services for Lodha Group's Palava city project (Lakefront) near sector 2, Phase II Mumbai on the scope, terms and conditions as elaborated hereunder.

For the sake of brevity, the following terms are used in this Letter of Agreement:

Palava Dwellers Pvt Ltd. as 'Owner' or 'Lodha'

Kapadia Associates Design LLP as 'Consultant' or KADL

The Owner and the Consultant are also referred to herein individually as a "**Party**" and collectively as the "**Parties**"

This Agreement comprises of the following sections along with all their Annexure:

Articles of Agreement

- Schedule 1 : Scope of Services
- Schedule 2 : Project Details
- Schedule 3 : Special Conditions of the Contract
- Schedule 4 : Schedule of Fee
- Schedule 5 : Payment Milestones
- Schedule 6 : Invoicing Guidelines
- Schedule 7: Key Statutory Requirements for Foreign Consultants
- Schedule 8: Non-Disclosure Agreement
- Schedule 9: Definitions, Rules and Interpretations

Articles of Agreement

1. **Certain Definitions:** Terms, words and phrases used in the Contract Documents, and in this Agreement, shall have the meanings given to them in *Schedule 9* to this Agreement entitled "Definitions, Rules and Interpretation".

2. **Scope of Services:** The Consultant shall provide Architectural design services necessary to meet the project objectives. The services are more specifically described in Schedule 1 of this Agreement entitled "Scope of Services", and other relevant data and information provided to the Consultant. The Consultant's design shall comply with applicable building codes, laws and regulations and other standards of Owner in effect at the time of the design work. To the extent Owner's standards are higher than applicable legal requirements; such standards shall be met unless Consultant obtains a variance from Owner in writing.

3. **Project:** Consultant shall provide services to fulfil the project need and goals. A detailed set of information about the project is provided in *Schedule 2*.
   The exact program for the project will evolve post various discussions between the Owner, Consultant and other Consultants appointed on the project.

4. **Standard of Care:** The Consultant will exercise all reasonable skills, care and diligence in the discharge of services under the scope of this Agreement. The Consultant shall carry out the services in conformity with generally accepted norms, sound standards of design and good industry practise observed by members of the profession practicing under similar conditions at the same time. If in the opinion of the owner, acting reasonably, the services have not been performed to the standards as described under this agreement, the owner shall have the option to require the Consultant to expeditiously correct any deficiencies in the services at no cost to the owner.
   Deficiencies in services that cannot be resolved by the parties may be resolved under the dispute resolution procedures set forth in this agreement.

5. **Schedule:** The Consultant is expected to deliver the drawings, specifications and other deliverables set forth in this agreement, in a timely manner as per the schedule specified in this document.

6. **Fee and Payment Terms:** The Owner shall pay the Consultant, Fee in the amounts and manner as specified in *Schedule 4* and Schedule 5 for performance of services as per this Agreement. Except for specific exclusions provided in this Agreement, the fee constitutes total remuneration payable by the Owner to the Consultant under this Agreement.

7. **Representation to Authorities:** The Consultant shall be responsible to represent the project in front of the Authorities unless otherwise specifically excluded from his scope. In the event that the Consultant is unable to represent the project before any authority in relation to the statutory approvals/representations related to its design area (on account of limitation of its licenses/other approvals or any other reason whatsoever) any costs incurred by the Owner in appointing another entity for such representation/submission shall be debited to the Consultant.

8. **Variations:** This Agreement can be varied, altered or modified by Owner through a formal instruction and by the Consultant through a written variation request formally accepted by the Owner.

9. **Errors and Omissions:**
   a. Consultant agrees that they will timely review and incorporate Owner's recommendations, wherever feasible, while preparing drawings and Specifications, and promptly correct any discrepancies and deficiencies. Consultant understands that its incorporation of any of Owner's recommendation does not shift any responsibility from Consultant to the Owner for design errors or omissions, and that Consultant is hired by Owner as the expert for the design of the Project.
   b. Consultant shall promptly correct, at Consultant's own expense, all deficiencies, errors or omissions in Consultant's design at its own expense.

10. Owner's Responsibilities:

a. **Information and Services Provided by Owner.** To the extent Owner has obtained the information and services identified below, Owner shall provide to the Consultant:
   i. Information describing the physical characteristics of the Site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
   ii. Inspection and testing services during construction as required by law or as mutually agreed.
   iii. Unless otherwise provided in the Agreement, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

b. **Design Representative.** Owner shall designate a Design Representative who (1) shall have full knowledge of the Project ; (2) shall be available to Consultant at all reasonable times for consultation; and (3) shall have the power and authority to act on behalf of the Owner on all matters in connection with or arising out of the Agreement and the Project. All such approvals or authorizations shall be provided to Consultant in writing.

c. **Access:** The Owner shall provide the Consultant access to the Project site as required by the Consultant to perform his services.

d. **Feedback:** The Owner shall provide written notice of acceptance or rejection of Consultant's deliverables during various stages within ten (10) days of submission. The Owner shall also provide written notice to the Consultant if it becomes aware of any fault or defect in the Project, including errors, omissions, and inconsistencies in the Consultant's Instruments of Service.

11. Consultant's Responsibilities

a. The Consultant shall provide the professional services as set forth in this Agreement

b. The Consultant shall perform its services under this Agreement consistent with the level of professional skill and care exercised by Consultants of international standing providing professional services for projects of comparable size and complexity to the Project.

c. The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project

d. Except with the Owner's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to this Project

e. The key individuals identified below shall be primarily responsible for the performing of the Consultant's services and shall maintain their respective positions throughout the entire Project to completion except in the case of death, ill health, retirement or termination of employment. The Consultant shall not remove or replace any of these key individuals without the prior consent of the Owner, which shall not be unreasonably withheld.

f. The Consultant shall cooperate with the Owner's Cost Consultant, and as the design process progresses through completion of the Construction Documents, shall provide the Owner's Cost Consultant with all design information required to perform its responsibilities. All available cost information shall be shared with the Consultant and as part of its Basic services, the Consultant shall review and provide comments on any budgets and cost estimates prepared by the Owner's Cost Consultant and report its findings to the Owner

12. Suspension: The Consultant shall, on the instruction of the owner, suspend the progress of services for such time and in such manner, as the Owner may consider necessary. Upon such instruction, the Consultant shall immediately make arrangements to stop the services and take all reasonably possible steps to mitigate and minimise if any, cost impact to the Owner.

13. Indemnification

a. **Indemnity by the Consultant:** Subject to the provisions of the foregoing clauses, the Consultant agrees to indemnify and hold harmless the Owner, from and against any and all liabilities, claims, obligations, costs, expenses (including, without limitation, reasonable attorney's fees), arising before or after completion of Services, to the extent caused by:
   i. The Consultant's breach of the representations and warranties specified in this Agreement;
   ii. Acts or omissions of wilful misconduct, negligence or wilful misconduct by the Consultant;

iii. The fault or negligence of the Consultant, its officers, employees, agents, Sub-consultants and/ or representatives
iv. Failure by the Consultant, its officers, employees, agents, Sub-consultants and/or representatives to comply with the law;
v. A claim by any of the Consultant's customers or Third Parties for any acts or omissions in connection with its duties and obligations under this Agreement.
vi. For the purpose of this Agreement, the Consultant shall include Consultant's personnel, employees, Consultant's consultants, and / or other authorized persons.

b. **Indemnity by the Owner:** The owner shall indemnify and hold harmless the Consultant from and against any and all claims, liability, damages, costs and expenses, including attorneys' fees and disbursements, arising from or in connection with, or that are caused in whole or in part by an act or omission of the Owner, its agents or employees, except for those which may be caused by negligence or willful misconduct of the Consultant.

14. Insurance:

The Consultant shall at all times maintain necessary insurances to cover professional liability and commercial general liability for an adequate cover and period.

15. Term & Termination:

a. **Term of Agreement:** This Agreement will commence on the date of issuance of work order and will remain in effect throughout the performance of the scope under this Agreement.
b. **Termination for Convenience:** Owner may terminate this Agreement for any reason whatsoever upon ten (10) days written notice to the Consultant. Upon receipt of the notice for termination, the Consultant shall cease performance immediately and shall likewise notify all Consultants, Subconsultants, Subcontractors, and temporary employees to immediately cease performance. Consultant shall be entitled to compensation only for Services actually rendered through the tenth (10th) day after the notice is delivered.
c. **Termination for Cause:** Owner may terminate the Agreement for Default. Consultant shall be in Default upon the occurrence of any of the following events, if not cured by Consultant within seven (7) business days following delivery to Consultant of a written notice of such event from Owner, or, if not curable in seven (7) days, if Consultant has not provided a written Corrective Action Plan and initiated a cure within seven (7) days and does not thereafter diligently pursue such cure.
d. **Performance Failures:** Performance failures include but are not limited to the following :
   i. Consultant's failure to deploy qualified design Consultants to perform the design in accordance with the standards of skill and care or such performance standards which are set for the in the Agreement Documents
   ii. Consultant consistently failing to deliver the progress as per design delivery schedule
   iii. Signification errors, omissions and deficiency in services delivered
   iv. Noncompliance or persistent disregard of applicable laws or the instructions of Owner
   v. Failure to comply with any other provision of the Agreement.
e. **Effect of Termination:** Upon termination due to any of the reasons specified above
   i. The Consultant shall deliver all drawings and/or documents related to the project, to the owner which shall be the property of the owner for use solely on this project.
   ii. The Owner shall pay the Consultant all fees accrued and due till the stage completed on the date of termination as stated in the Schedule 5
f. **Substitute Performance:** If Owner terminates this Agreement, in whole or in part, for cause, Owner may, without prejudice to any other rights or remedies it may have, provide or perform, or have a third party provide or perform, all or any part of the Services or Deliverables which have not been provided or performed at the time of termination or were deficient.
g. **Continued Performance:** To the extent that any portion of this Agreement is not terminated for convenience or cause, Consultant will continue performing the portion of work.

16. Dispute Resolution:

a. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement in the following manner:
   i. The Party raising the dispute shall address to the other Party a notice requesting initiation of an amicable settlement process involving senior management of both the parties within ten (10) days of receipt of the notification.
   ii. The matter shall then be resolved and the agreed course of action documented within a

further period of thirty (30) days.

b. **Mediation**: In the event of failure of such amicable settlement and prior to the initiation of Arbitration proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to a non-binding mediation. Such mediation shall be conducted under the auspices of a mediation service or mediator upon which both the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement.

c. **Arbitration** The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner described above, shall be referred to arbitration and such dispute may be submitted by either Party to arbitration within thirty (30) days of the failure or negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provisions of the Rules of Arbitration of the International Chamber of Commerce in effect on the date the dispute is submitted to arbitration ("the ICC Rules"), except as modified herein. Each Party to be dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English Language. The courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the arbitration. The arbitrators shall render a written decision stating their reasons therefore, and shall render an award within twelve (12) months of the request for arbitration. The arbitration award shall be final and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

17. Miscellaneous Provisions

a. **Entire Agreement and Modifications:** This Agreement contains the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations or promises, written or oral, between the Parties respecting the subject matter hereof. Neither Party has relied on any promises, inducements nor representations by the other, except those expressly stated in this Agreement. No modification of this Agreement will be binding on either Party unless set forth in a writing signed by an authorized representative of both Parties specifically stating it is amending this Agreement.

b. **Governing Law:** The Law governing this Agreement shall be the Law of India including all central, state, and municipal and any other applicable bye-laws, statutes or ordinances. All proceedings pertaining to this Agreement shall be in the city of Mumbai.

c. **Waiver:** The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions in the Agreement, nor will any such failure prejudice the right of the Party to take any action in the future to enforce any provisions in this Agreement.

d. **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement continue in full force and effect in so far as it remains a workable instrument to accomplish the intents and purposes of the Parties. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

e. **Force Majure:** No failure or omission by either Party to carry out or observe any of the terms and conditions of this Contract shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the causes beyond the control of that Party, including, without limitation, war; war like operation; insurrection, riot, explosion, accident, governmental act, material control regulations or orders, act of god, act of the public enemy, epidemic, quarantine restriction.

f. **Limitation of Liability:** The Consultant/Engineer and the Owner waive all consequential damages against each other that arise as a result any claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages as a result of either party's termination in accordance with this Agreement.

18. **Copyright and Intellectual Property**
    a. **Intellectual Property:** The Design Consultant shall keep indemnified and hold harmless the Owner from and against all claims, demands, liabilities, costs, charges, and expenses, relating in any manner to the use by the Owner or its Affiliates of the Services rendered by the Design Consultant in connection with the Works, based on the alleged infringement of any patent, trade secret, know-how or other intellectual property rights of the Third Party.
    b. **Copyrights:**
        i. The Consultant and the Owner warrant that in transmitting Instruments of services, or any other information, the transmitting party is the copyright owner of such information or has the permission from the copyright owner to transmit such information.
        ii. The Consultant shall be deemed the authors and owners of their respective instruments of service, including Drawings and Specifications, and shall retain all common law, statutory and other rights, including copyrights
        iii. Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instrument of service solely for this project for the purposes of marketing, constructing, maintaining, altering and adding to the project provided that the owner substantially performs its obligations, including prompt payments.

19. **Confidentiality and Non-Disclosure:** The Consultant agrees that they shall hold in trust any confidential information received by them under this agreement, and the strictest of confidence shall be maintained as further detailed in *schedule 8.*

20. **Conflict of Interest:** The project seeks to provide a unique and differentiated solution to Owner needs. Towards this goal, the Consultant shall not in any manner, directly or indirectly, provide any form of services to a competing project without prior written approval of the Owner, prior to the completion of construction of the Project or 5 years from start of concept design for the last phase, whichever is earlier. Such approval / decline of approval shall be provided within 15 days of a formal request for the same being submitted to Owner's Head of Design. For these purposes, a competing project shall be defined as having all of the following characteristics:
    a. Main product offering (> 75%) is of the same type (eg. Office, residential, retail) as the main product offering of this project.
    b. Is located within 5 kms aerial distance from this project.
    c. Is being undertaken by someone other than Lodha

    Any breach of this condition shall constitute a major breach of this Agreement and the Owner shall be entitled to terminate this Agreement and recover all fees / costs paid to the Consultant.

21. **No Poaching:** Neither party shall, directly or indirectly, employ or engage any employee of the other party("associate") who has left the services of the other party, for a period of 12 months from the end of the term of this Agreement. Further, neither party shall, in any way, until the expiry of such twelve (12) month period interact with any serving associate in relation to job options/opportunities outside the other party. Any violation of this clause shall be deemed to be a serious violation of this Agreement and shall give rise to a claim for damages and/or injunctive relief for the party affected.

22. **Design Language**: The language of design documentation shall be English.

Schedule – 1

Scope of Services

Consultant shall provide complete architectural services from concept design to completion including coordination with other consultants. Consultant shall assist in finalizing the scope of work of the specialist consultants if required by Owner. The specialist consultants include:

- Liaison Architect
- Structural Engineer
- Electrical Consultant
- Plumbing and Services Consultant
- HVAC Consultant
- Landscape Consultant

The project will be divided into the following work stages:

- Concept Design
- Schematic Design
- Design Development
- Tender Documentation
- Construction Documentation
- Construction Stage
- Post Construction Stage

1. CONCEPT DESIGN STAGE

- Receive and review all relevant documentation and information with reference to the site.
- Receive, review, and comment on the Owner brief and assist the Owner in finalising requirements. Advice and comment as necessary on any known utility or services requirements for the project.
- Define the scope of work and responsibilities of all specialist constants necessary for the project.
- Prepare a final brief for the project including an area statement.
- Prepare a Design Basis Report for the entire project incorporating the final programme and input from specialist consultants.
- Presenting master plan options and concept design options to the owner.

The deliverables at this stage shall be as follows:

- Final program requirements
- Concept design options
- Computer views to explain the concept design
- Detail Area Statement

2. SCHEMATIC DESIGN

- Review concept design with reference to building regulatory conformance and other statutory regulations with the help of approval architects.
- Co-ordination with specialist consultants on existing site services and space requirements for various utilities.
- Undertake broad costing of the project with input from the specialist consultants and the owner cost team.
- Schematic design of all buildings including typical floor plans and façade concepts.

The deliverables at this stage shall be as follows:

- Statutory regulation review and summary
- Site plan with sections.
- Typical floor plans.
- Facade concepts
- Schematic area statement

3. DESIGN DEVELOPMENT STAGE

- Design development of the final design taking into account any reasonable adjustments and/or refinements required by the Owner.
- Coordinating various aspects of the project with the specialist consultants and incorporating all the information into a consolidated set of design development drawings.
- Reviewing the design with respect to local bylaws and requirements of statutory authorities.Please note that the plans for submission will be done by the liaison architect.
- Preparation of a detailed list of finishes intended to be used for various areas for approval from the owner.
- Preparation of a detailed time schedule for delivering the working drawing set to accommodate the Owner's project programme.

The deliverables at this stage shall be as follows:

- Preliminary architectural drawings (coordinated with services and structure)
- Blow ups of key design elements
- Detail area statement
- Drawing documentation schedule

4. TENDER DOCUMENTATION STAGE

- Preparation of specifications and tender documents for all architectural work which is related to the work that is directly under consultant's scope.
- Preparing a preliminary cost estimation based on tender drawings
- Preparation of architectural tender drawings for the project.
- Preparing bill of quantities for architectural work.

The deliverable at this stage are:

- Bill of quantities for architectural work
- Approximate tender cost estimate
- Architectural tender drawings

5. DOCUMENTATION STAGE

- Co-ordination and checking drawings received from structural engineering consultant.
- Co-ordination and checking relevant drawings and documents submitted by services and other specialist consultants.
- Provide assistance in selection of and negotiation with contractors and sub-contractors if required to do so by the owner.
- Architectural working drawings will be divided into three components
  a. Basement/Podium/ Plinth Package (WD Set)
  b. Superstructure Package (WD Set)
  c. Finishing Drawing Set (WD Set)

6. CONSTRUCTION STAGE

- Supply to the Owner / contractor, five copies of the working drawings, schedules, and specifications, to enable the contractor to fulfil his obligations under the Conditions of Contract.
- Examine, evaluate and comment on the work progress schedule submitted by the the Owner / contractor before commencing the work.
- Provide periodical inspection and supervision at the site to ensure that the works are being executed in general accordance with the drawings and the conditions of contract.
- Issue progress certificates in relation to amount of works done and on the basis of bills and other documents checked and verified by owner or owner's representative.
- Advise Owner in relation to critical decisions to be taken as they become evident and appraise the Owners on the budgetary aspects of the project if required.

- Issue variation orders to the contractor on behalf of the owners for changes requested or approved by the owner during the course of the project.
- Check and approve if appropriate shop drawings submitted by the contractors /consultants.

7. POST CONSTRUCTION STAGE

- Inspect and prepare a schedule of defects after the virtual completion of the project.
- Obtain from contractors and sub-contractors as built drawings. check for accuracy ansd submit to the owner together with architectural as built drawings.
- Assist owner in technical and administrative matters in finalising contracts and rectification of defects.

8. SPECIAL CONDITIONS

- All out of pocket expenses to the local authorities will be paid directly by the owner and are not included in our fee proposal.
- All concept design and design development presentation drawings and report will be given in triplicate (3 copies) and more copies will be billed separately as reimbursement expense.
- On completion of concept design. Schematic Design & design development. owner will sign-off the same via email to take the project to next stage. In case the design is altered substantially after the sign-off it would be billed as a reimbursable expense.
- The fee proposal includes only 5 sets of Valid for Construction drawings. If the owner /contractors requests for more sets it will be billed separately as a reimbursable expense.
- GST would be billed at the prevailing rates (currently at 15%) and billed with every invoice. Any increase / decrease in the rates would be billed accordingly.
- As per our understanding of the scope of work we have not included interior design services. However, consultant will be responsible for interiors of lobbies, foyers, & other common areas.
- The project time frame will be 48 months from consultant date of appointment.

9. EXCLUSIONS

- All travel and lodging expenses outside Mumbai will be paid by the Owners on actual.
- Fee payable to all specialist consultants is excluded from our fee and is payable directly by the Owners.
- Fee payable for Computer Generated View / Walk thru/ Models for marketing purpose is excluded from our fees and will be payable by the Owner directly.

Schedule 2

Project Details

Project Information/ Design Brief / Intent:

Lodha Group is in the process of developing a mega city by the name Palava. This city would eventually be spread across 4000 acres near Dombivli.

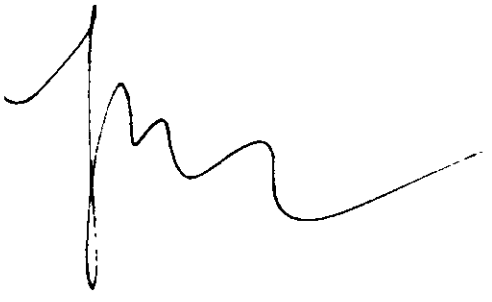
The specific scope of work under this work order involves Architectural consultancy services for the area near sector 3 called as Lakefront.

BUA details are given below:

Description	Area sq.ft
Residential Super Str (Casa)	17,50,000
Residential Super Str (Aspirational)	4,50,000
MLCP	5,00,000

Schedule 3

Special Conditions of Contract
Not Applicable



Schedule 4

Schedule of Fee

A. **Fee:** The Architectural Consultant shall be paid the following rates, based on the Built-up area for the following types of structures:

Description	Area sq.ft	Rate	Amount
Residential Super Str (Casa)	1,750,000	13.5	23,625,000
Residential Super Str (Aspirational)	450,000	18	8,100,000
MLCP	500,000	5.4	2,700,000
Total			**34,425,000**

Amount in words: Rupees Three Crore Forty Four Lakhs Twenty Five Thousand Only.

B. **General Inclusions:**

The fee includes but is not limited to the following costs and expenses:

a. all labor fees, times charges, overheads, profits etc for performance of Consultant's basic services set forth in Schedule 1
b. all labor fees, times charges, overheads, profits etc for incorporating revisions/ changes in the project
c. all time charges for a specified number of visits against, as described in this agreement
d. all charges for preparation of any number of drawings required to explain the Consultant's design intent
e. the cost of printing and plotting for a specified number of drawings as described in this agreement
f. all charges for all telephone, postage, delivery, communication and any other overheads except for those mentioned explicitly as reimbursable expenses
g. 6 renderings during concept stage, required to explain the design intent to the Owner, and a maximum of 8 renderings (including 3D images) for marketing package
h. All travel to, fro and within Mumbai is deemed to be included in the fee.

C. **Specific Inclusions (if any)**

- BUA given above are tentative and approximate and actual final payment will be based on the calculated built up area considering 20% variation of BUA mention in work order and accordingly this Agreement will be amended suitably to reflect the same.
- Timelines for fee validity: It is assumed that 100% services including Concept, Scheme, Design Development, Tender Documentation Stage and Construction Administration/VFC Services will be rendered within **4 years** (48 months) from the date of the contract. The remaining unspent fees beyond **48 months**, is to be escalated based on mutual agreement

D. **Document Deliverables**

Project Stage	No. of Hard Copy reproduction of drawings
Phase I: Concept Design	6
Phase II: Schematics Design	6
Phase III: Design Development	6
Phase IV: Tender documentation Stage	6
PhaseV: Construction/ VFC	6

Any additional reproduction of documents will be compensated at the following rate:

Paper Size	Printing & Plotting charges per copy INR

A0	45
A1	35
A2	25
A3	15
A4	10

E. Exclusions

a. Taxes: GST is not included in the fee, and shall be paid extra as per the prevailing rates. As a clarification, withholding tax will be deducted from invoices of the consultant entities based outside of India. The Owner shall deduct the withholding tax at statutory rates, deposit with the tax authorities and issue certificates equivalent to the withheld amount to the consultant. The consultants shall use these certificates to avail an equivalent tax credit while filing tax returns in their country of tax residency.

b. Reimbursable Expenses: Reimbursable Expenses are expenses incurred by the Consultant directly related to the Project, as follows:

i. pre-authorized out-of-town travel and subsistence; (Domestic travel - Economy class for all associates. International travel – Business class for Directors and Partners and economy class for all others associates)

ii. renderings (including 3D images) beyond the numbers specified in this document, models, mock ups, Consultant photography, and presentation materials requested by the Owner;

iii. prints beyond the number of copies specified in this document;

iv. costs relating to surveys and technical proofs;

All these expenses shall be reimbursed at cost, on presentation of expense proof

F. Payment Terms

Owner shall make payment in 30 days from the receipt of a valid invoice and wherever applicable, on fulfillment of statutory requirement pertaining to transfer of payment as described in Schedule 7.

Schedule 5

Payment Milestones

Payment for the Consultant's fee, defined in Schedule 4, shall be made as follows:

The Schedule of payment is directly related to the Consultant's office work as per schedule of services. The fees as said shall be payable as per the respective stages as defined under schedule of services referred to below as Payment Stages.

Sr No	Payment stages	%
1	On 1st Presentation of Concept Design	5%
2	On Acceptance of Concept Design	5%
3	Schematic Design	10%
4	Design Development Stage	15%
5	Tender Stage	5%
6	Documentation stage	20%
7	Construction Stage (ProRata)	35%
8	Completion & As built	5%
	Total	**100%**

Schedule 6

Invoicing Guidelines

A. **Invoicing Requirements:**
Invoices must be submitted in **hard copy** with original signatures and stamp. The invoice shall be raised in the name of the following company and registered address.

Palava Dwellers Pvt Ltd,
412, Floor- 4, 17G Vardhaman Chamber,
Cawasji Patel Road, Horniman Circle,
Fort, Mumbai-400001

The hard copy of these invoices shall be sent by courier (or in person) to the respective Lodha design associate based out of our corporate office. For this contract **Mr. Mayuresh Kelvalkar** shall be your designated design associate. The hard copy of the original invoices can be sent to the following address.

Attention: Mayuresh Kelvalkar,
Dy. General Manager - Architecture,
Lodha Group,
8th Floor, Lodha Excelus, N.M. Joshi Marg,
Mhalaxmi, Mumbai, PIN 400 011

The Consultant shall provide the following documents to the owner in order to enable the owner to process payments

a. **Original Invoice**. The invoice shall clearly reflect:
   i. Stage against which the invoice has been raised
   ii. Work order Number (mentioned of the first page of this agreement)
   iii. Project Name
   iv. Name, designation of person signing the invoice
   v. Stamp

b. **Statutory documents** (as applicable - details provided in Schedule 7):
   i. Certificate of 'No Permanent Establishment in India' (sample attached in Schedule 7)
   ii. Incorporation Certificate of Consultant's firm
   iii. Tax Residency Certificate of the consultant (sample attached)
   iv. Permanent Account Number (PAN) issued by the Income tax Department, India

B. **Supporting documents for reimbursable expenses:**
For expenses classified as reimbursable expenses like travel tickets, hotel etc. it will normally be the duty of the Owner to make arrangements for the same. In case the owner instructs the consultant to make the arrangements, the Owner will reimburse the expenses to the Consultant subject to the Consultant producing all the required supporting documents as per the relevant clause. Owner will be informed and concurrence will be taken from the Owner before incurring any such reimbursable expense. All reimbursable expense invoices should be accompanied with a statement of expenses which details the date, type of expense & person for whom the expense was incurred.

The following supporting documents will be required for reimbursable expenses:
i. Original Boarding Pass/Notarized Copy of Boarding pass for air travel
ii. Notarized copy of in case of e ticket for air travel
iii. Original supporting bills/Notarized copies for all other expenses
iv. In case of local transportation, original bills/notarized copies of bills

For expenses incurred in currencies other than INR, the conversion rate as on date of expense will be taken into account from the Wall Street Journal published rates for that day. An allowance of 3% will be made in the conversion rate to account for bank charges/conversion charges. In case the above

documentation requirements are not met. withholding taxes will be deducted from the invoice amount as applicable

Schedule 7

Key Statutory Requirements for payments to foreign consultants

Not Applicable

Schedule 8

NON DISCLOSURE AND CONFIDENTIALITY TERMS

1. The Owner possesses Confidential Information and Materials regarding its current projects, future projects, research and development, and general business operations. Consultant may need to review or use the Owner's Confidential Information and Materials or to carry out services under this Agreement or create new Confidential Information and Materials for the Owner.

2. The following terms and conditions regarding disclosure of Confidential Information and Materials from the Owner to the Consultant.

   2.1 The Consultant shall use the Confidential Information and/or Confidential Materials only for business purposes and not disclose any Confidential Information and Materials to third parties without the prior written authorization of the Owner. Notwithstanding the foregoing, Consultant shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Owner or any Confidential Information of any other party to whom the Owner owes an obligation. However, the Consultant may disclose Confidential Information in accordance with judicial or other governmental orders, provided the Consultant shall give the Owner reasonable notice prior to such disclosure.

   2.2 The Consultant shall not use any Confidential Information or Confidential Materials of the Owner for any purposes except those expressly contemplated hereby or as authorized by the Owner.

   2.3 The Consultant shall take reasonable security precautions to keep confidential the Confidential Information. The Consultant may disclose Confidential Information or Confidential Materials only to Consultant's employees and/or consultants on a need-to-know basis. The Consultant shall instruct all employees and/or consultants given access to the Confidential Information and Materials to maintain confidentiality and not make any unauthorized copies.

   2.4 Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Consultant's business relationship with the Owner, and only as otherwise provided hereunder.

   2.5 Upon the Owner's request, and or at the time documents and other materials are no longer required in connection with the business purpose, the Consultant shall either (as specified by the Owner) return to the Owner all Confidential Information and/or Materials or shall certify to the Owner that all Confidential Information and/or Materials have been destroyed.

   2.6 The Consultant shall not make any public announcement or press release of the arrangement and/or discussions between the parties or existence or content of this Agreement.

   2.7 The Consultant warrants that it has full power and authority to enter into and perform its obligations under this Agreement. This Agreement is a legal, valid, and binding obligation of the Consultant and is enforceable against it in accordance with its terms.

3. RIGHTS AND REMEDIES

   3.1 The Consultant shall notify the Owner immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or if it lost or unaccounted for or any other breach of this Agreement. The Consultant will extend cooperation to the Owner to help the Owner regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use, disclosure or loss or against any investigation or action to be taken against any such defaulting person or entity/ies.

   3.2 The Consultant shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in the Consultant's possession or control at the Owner's request and/or at the Owner's option, certifying destruction of the same.

3.3 The Consultant acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and/or Materials and that the Owner shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

3.4 The Owner may require the Consultant, from to time, to provide evidence of sufficient and reasonable measures being taken and implemented by the Consultant to ensure that there is no unauthorized use or disclosure of the Confidential Information or Materials.

4. MISCELLANEOUS

4.1 All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Owner and/or affiliated or related companies. By disclosing Confidential Information and/or Materials or executing this Agreement, the Owner does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret or any other intellectual property right.

4.2 All Confidential Information and Materials are provided "AS IS" and the Owner makes no warranty regarding the accuracy or reliability of such information or materials. The Owner will not be liable for any expenses or losses incurred or any action undertaken by the Consultant as a result of the receipt of Confidential Information or Confidential Materials. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Consultant.

4.3 All obligations created by this Agreement shall survive for a period of 2 years from the date of change or termination of the Parties' business relationship.

Schedule 9

Definitions, Rules, Interpretations

Definitions:

Where defined terms are used in this agreement, they are distinguished by an intial capital letter. The following definition applies to all documents comprising this Agreement and is in addition to those set out elsewhere in this Agreement.

Brief means latest statements of requirements for the Project issues or approved by the Owner:

- At inception any initial statement by the Owner
- After clarification of objectives, the Owner's Brief
- Any subsequent development in the Project Brief

Coordinate means to cooperate and to provide and receive from other persons, as and when requested, information necessary for performing work or services and to comment on such information

FSI means Floor Space Index

Project is defined in the Schedule 2

Services means services to be performed by the Consultant defined in Schedule 1, which may be varied by written consent of both the parties

Site is the parcel of land which is being developed by the Owner, for which the Owner has appointed the Consultant

Agreement means this agreement including the Articles of Agreement, all Schedules along with all Annexure

Program means various habitable and inhabitable areas, parking areas, facilities and amenities etc that will be a part of the Project

Confidential Information shall mean any non-public information, either orally or in writing, or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Consultant creates or produces in the course of performing services for the Owner. "Confidential Information" includes, but is not limited to, information about the Owner, information of the current or future projects of the Owner, plans and/or or drawings, descriptive material, specifications, sales and customer information, the Owner's business policies or practices, information received from others that the Owner is obligated to treat as confidential, and other materials and information of a confidential nature.

a) Confidential Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by the Consultant or by any other means.

b) "Confidential Information" shall not include any materials or information which the Consultant shows: (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Consultant; or (ii) is legally known to the Consultant at the time of disclosure by the Owner; or (iii) is furnished by the Owner to third parties without restriction; or (iv) is furnished to the Consultant by a third party who legally obtained said information and the right to disclose it; or (v) is developed independently by the Consultant either before or after the term of the Consultant's engagement as a consultant or independent contractor to the Owner where the Consultant can document such independent development.

Confidential Materials shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

BILL OF QUANTITIES

SR. No.	ITEM DESCRIPTION	HSN/SAC Code	UNIT	QTY	RATE	AMOUNT
1	**Lakefront - Architectural**					
1.01	**Residential area (CASA)**					
1.01.1	On 1st##Presentation of Concept Design#	998322	AU	1.000	1,181,250.00	1,181,250.00
1.01.2	On Acceptance #of Concept Design######	998322	AU	1.000	1,181,250.00	1,181,250.00
1.01.3	Schematic Design ##########################	998322	AU	1.000	2,362,500.00	2,362,500.00
1.01.4	Design Development Stage###############	998322	AU	1.000	3,543,750.00	3,543,750.00
1.01.5	Tender Stage###############	998322	AU	1.000	1,181,250.00	1,181,250.00
1.01.6	Documentation stage# ##################	998322	AU	1.000	4,725,000.00	4,725,000.00
1.01.7	Construction Stage (ProRata)############	998322	AU	1.000	8,268,750.00	8,268,750.00
1.01.8	Completion & As built####################	998322	AU	1.000	1,181,250.00	1,181,250.00
1.02	**Residential Super Str (Aspirational)**					
1.02.1	On 1st##Presentation of Concept Design#	998322	AU	1.000	405,000.00	405,000.00
1.02.2	On Acceptance #of Concept Design######	998322	AU	1.000	405,000.00	405,000.00
1.02.3	Schematic Design ##########################	998322	AU	1.000	810,000.00	810,000.00
1.02.4	Design Development Stage################	998322	AU	1.000	1,215,000.00	1,215,000.00
1.02.5	Tender Stage################	998322	AU	1.000	405,000.00	405,000.00
1.02.6	Documentation stage# ##################	998322	AU	1.000	1,620,000.00	1,620,000.00
1.02.7	Construction Stage (ProRata)############	998322	AU	1.000	2,835,000.00	2,835,000.00
1.02.8	Completion & As built####################	998322	AU	1.000	405,000.00	405,000.00
1.03	**MLCP**					
1.03.1	On 1st##Presentation of Concept Design#	998322	AU	1.000	135,000.00	135,000.00

Work Order :7000089072

Version No : 0

SR. No.	ITEM DESCRIPTION	HSN/SAC Code	UNIT	QTY	RATE	AMOUNT
1.03.2	On Acceptance #of Concept Design######	998322	AU	1.000	135,000.00	135,000.00
1.03.3	Schematic Design ##########################	998322	AU	1.000	270,000.00	270,000.00
1.03.4	Design Development Stage################	998322	AU	1.000	405,000.00	405,000.00
1.03.5	Tender Stage################	998322	AU	1.000	135,000.00	135,000.00
1.03.6	Documentation stage# ##################	998322	AU	1.000	540,000.00	540,000.00
1.03.7	Construction Stage (ProRata)############	998322	AU	1.000	945,000.00	945,000.00
1.03.8	Completion & As built##################	998322	AU	1.000	135,000.00	135,000.00
	TOTAL OF AMOUNT					**34,425,000.00**
	IN: Central GST for item, 1 9.00%					**3,098,250.00**
	IN: State GST for item, 1 9.00%					**3,098,250.00**
	TOTAL TAX AMOUNT					**6,196,500.00**
	CONTRACT AMOUNT					**40,621,500.00**

(Rupees Four Crore Six Lakh Twenty One Thousand Five Hundred Only)

You are requested to sign and return one copy of this order in token of your acceptance.

Thanking you,
Yours faithfully,

Accepted:-

For M/s. PALAVA DWELLERS PRIVATE LIMITED

For Kapadia Associates Design LLP

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY
(Sign & Stamp)

In order to improve our Corporate Governance record, our company has instituted a Transparency & Ethics Policy. In case you come across any unethical behavior of our employees, kindly contact us at mobile no 96199 93643 or e-mail address LodhaOmbudsman@gmail.com. Information so received will be kept strictly confidential.
We expect all parties working with the company to strictly abide by the Transparency & Ethics policy of the company, which is available on http: www.lodhagroup.com TEP EthicsPolicy.pdf or www.lodhavms.com and it explains our zero tolerance attitude to any act of corruption.