

50RS.



6272 Rs. 50/- only.

30.8.2004.

Archi-tec Allied.
CHENNAI.17

R. Ragupathi
R. RAGUPATHI
STAMP VENDOR
Licence No: CY 4839 '82
NO. 37, VILLAGE ROAD
NUNGAMBAKKAM,
CHENNAI - 34. ☎: 8274419

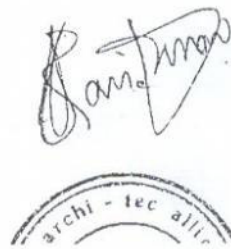
DRAFT AGREEMENT

Article of Agreement made on this the 30th day of September 2004 between Indian Railway Welfare Organisation, New Delhi, (hereinafter called the Employer) of one part and M/S Archi-tec Allied, No.1, Masilamani Street, T.nagar, Chennai-600 017 (hereinafter called the Architects) of the other part, the context of meaning therein include their successors, executors, administrators and assignees.

WHEREAS the IRWO has decided to appoint M/S Archi-tec Allied as their Architects for the proposed GROUP HOUSING SCHEME at Ambattur, Chennai (phase II) hereinafter called "The Project" as may be specified by the employer hereinafter.

Now it is hereby agreed by and between both the parties as follows :

- 1.0 IRWO hereby appoint M/S Archi-tec Allied as their Architects for the object of Carrying on the above noted work detailed hereinafter under "Scope of Work" and the Architects hereby accept such appointment and undertake responsibility of planning, designing and supervision of such work subject to the conditions hereinafter set-forth.
- 1.1 This agreement shall be valid from the date of signing of the agreement until the Work of this project is finally completed, completion certificate obtained and maintenance period is over.



2.0 SCOPE OF WORK

The Architect shall faithfully perform the services pertaining to the aforesaid work as follows: -

2.1 SKETCH STAGE:

- a) Take employer's instructions regarding the requirements of the project as a whole.
- b) Prepare preliminary draft sketches and notes sufficient to explain the Architect's general understanding of IRWO's requirements and out-lines or the plans, including development works along - with estimates (for IRWO's appreciations of the expected outlay.)
- c) Discuss the draft sketches with the employer and make such modifications as may be necessary.

2.2 SANCTION STAGE:

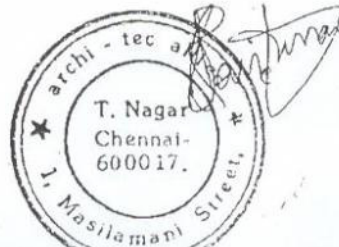
Architect shall obtain all required sanction of plans from Local, State / Municipal Authority, State Electricity Board, Pollution Control Board and other authorities for executing the project. If any revalidation of sanction of plans is necessitated from Local, State/Municipal Authority at any stage same shall be processed and obtained by Architect.

2.3 DRAWING STAGE.

- a) Prepare drawings of the buildings and bulk services necessary for submission to the local authorities for their approval and shall make available requisite copies of the drawings and documents as and when Required by the Local Authority free of cost.
- b) Advise IRWO on appointment of agency for soil investigations, if required.

2.4 ESTIMATE STAGE

Prepare detailed estimate of cost for according expenditure approval within the stipulated time, as per directions of the employer. The estimate should be prepared taking into account latest market rates. Architect shall be responsible for correctness of cost. The estimate should be based on CPWD schedule of rate or the local PWD schedule. The Architect shall make available a copy of local PWD schedule / CPWD schedule as applicable for Ambattur. The Architect shall also furnish supporting calculation of the estimate cost for various BOQ items.



2.5 TENDER STAGE

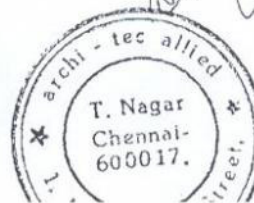
- a) Prepare the tender documents including form of contract specifications and schedule of quantities, complete for invitation of tenders and carry out the amendments/changes/corrections as suggested by IRWO and re-submit requisite copies of the same within one week.
- b) Assist IRWO in finalizing the contract by preparing item-wise comparative statement of the tenders received.
- c) The Architect shall prepare contract documents on award of the work and supply 10 (ten) sets for IRWO's use free of cost.

2.6 STRUCTURAL DESIGN STAGE :

Prepare structural designs, drawings and detailed calculations of all components for approval of the IRWO and /or its Proof Consultant.

2.7 WORKING DRAWING STAGE

- a) Prepare detailed architectural and structural working drawings required for successful execution of the project.
- b) Prepare detailed working drawings for all aspects of sanitary, sewerage and water supply for both internal and external works.
- c) Prepare detailed drawings for all aspects of internal and external electrical works.
- d) Prepare detailed drawings for all aspects of general external land -scaping works.
- e) Shall supply 5 (five) copies each of the working drawings for IRWO's use free of cost, in addition to the copies of drawings/documents required by the local authorities specified in para 2.3 (a)
- f) Carry out amendments / corrections in the detailed architectural and structural working drawings as suggested by IRWO or its Proof Consultant and re-submit the drawings within one week.
- g) Maintain close coordination with IRWO's Proof Consultant (if any) and ensure availability of working drawings as per schedule.



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2.8 SUPERVISION STAGE

The Architects shall provide the following services for supervision of the work.

- a) Supervise the layout of various components of building including fixing of plinth level etc and approval of the same
- b) Arrange regular supervision of work including the quality control of materials and workmanship to ensure execution of works in accordance with drawing, specifications and contract provisions. Prepare detailed check list for proper quality control of materials and works and take action and ensure such quality control.
- c) Supply such further drawings specifications of details as may be required from time to time for proper execution of work. Attend conferences and meetings as and when required by IRWO
- d) Monitor progress of works on the basis of agreed time schedule PERT/CPM network and advise IRWO about the measures to be taken to ensure timely completion of works.

Submit total requirement of cement and re-inforcement steel to be supplied by IRWO to the contractors for the project. Similarly, the Architects will submit fund flow chart on quarterly basis for smooth execution of the work and be Responsible to

- e) Advise IRWO from time to time if the over all cost is likely to exceed the approved estimate with reasons of expected excess as well as extent to which it is likely to be exceeded.
- f) Obtain certificate of final completion of work/occupancy certificate from local Planning Authorities or any other State Authorities concerned duly observing bye-laws so that there are no infringements attracting penalties.
- g) Prepare and supply two copies of each " as built drawings "
- h) Assist in obtaining the completion / occupancy certificate from the local authorities involved.
- i) Prepare schematic plan for electrical load & obtain sanction from State electricity authority.



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3.0 FEE

In consideration of the aforesaid services architects shall be paid by way of remuneration 0.95% (Zero Point Nine Five percent) of the actual cost of Works, to be worked out according to terms and conditions given in this agreement as consultancy fees for complete comprehensive architectural services for the site development and housing project from initial stage preparation of design to final stage of completion of work including periodic supervision by Architects during the construction and warranty periods. If required by IRWO, Architect may engage an Engineer with written approval of IRWO for day to day supervision at site and IRWO shall reimburse the salary so fixed by IRWO. This Engineer will also work as liaison between Architect and IRWO for day to day problems.

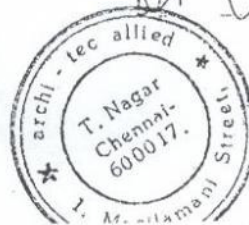
NOTE :

The actual cost of the land survey and soil investigation work would be borne by IRWO. Necessary supervision, however, shall be provided by the Architect.

4.0 MODE OF PAYMENT

The above remuneration shall be paid by employer on presentation of bills by Architect in the instalments as follows:

| | | Percentage of total fee | |
|--------|--|------------------------------|------------|
| | | Fees for work Done in stages | Cumulative |
| i) | On finalisation of conceptual design including site plans, plans of different type of apartments and approval by IRWO. | 6% | 6% |
| ii) a) | i) On approval of plan from Local /State Municipal Authority & other authorities including revalidation /resanction if necessitated. | 6% | 12% |
| | ii) Submission of Bird's eye view of the complex and block model at 1: 100 scale. | 2% | 14% |
| b) | Approval from State Electricity Board, Fire Department and Pollution Control Board and other relevant statutory authorities. | 3% | 17% |



| | | |
|--|----|-----|
| <p>iii) On preparation of working drawings and design for all civil works including layout site development, architectural, structural, electrical and plumbing designs. Detailed engineering designs and drawings of External Services viz., roads, sewerage treatment and drainage disposal water supply including pumping, storage and distribution working out electrical load and obtaining sanction from the concerned authority of the State Electricity Board, street lighting, pavements compound wall, gates, land-scaping and graphic signage, including all structural designs and drawing. The architect shall supply 5 (five copies) each of the working drawing for IRWO's use free of cost. In addition, the architect shall make available drawings and documents, required by the local authorities free of cost. Payment will be made in stages on pro-rata basis as given below :-</p> <p>a) i) On submission of architectural and structural working drawings design for main work including electrical and plumbing drawings. Payment can be released on pro-rata basis depending on total quantity of drawings vis-à-vis drawings submitted.</p> <p>a) ii) On approval of working drawing by IRWO /Proof Consultant.</p> <p>b) i) on submission of External Electrical drawings & design.</p> <p>b)ii) On approval of external electrical drawings and design</p> <p>c)i) On submission of drawings and design for external water supply, sewerage, roads, boundary wall etc.</p> | | |
| | 6% | 23% |
| | 4% | 27% |
| | 1% | 28% |
| | 1% | 29% |
| | 1% | 30% |

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|-----|--|-----|-----|
| | c) ii) On approval of drawings and design for external water supply, sewerage, roads, boundary wall etc. | 1% | 31% |
| iv) | i) On submission of detailed estimate of the project. | 3% | 34% |
| | ii) On approval of detailed estimate of cost. | 1% | 35% |
| v) | On preparation of tender documents, conditions of contract, Schedule of specifications and schedule of quantities etc. including preparation of contract documents after award of the work and supply 12 sets for :- | | |
| | a) On submission of tender documents for main buildings including internal electrical, water supply, sewerage, lifts, and also external water supply, sewerage & roads. | 7% | 42% |
| | b) On approval of tender documents for main buildings including internal electrical, water supply, sewerage, lifts and also external water supply, sewerage & roads. | 5% | 47% |
| | c) On submission of tender documents for lifts and external electrical works. | 2% | 49% |
| | d) On approval of tender documents for lifts and external electrical works. | 1% | 50% |
| vi) | During the course of construction of project including Site supervision and project management by Architects as directed by IRWO giving necessary architectural and structural details and drawings for the satisfactory progress of work. Attending to the site problems, amending drawings as per site conditions and ensuring quality control and timely completion of project. Progressive payments to be made in 6(six) equal instalments on pro-rata basis | 20% | 70% |

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| | | | |
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| | matching with physical progress of work or at least one payment at the end of each quarter commensurate with progress, whichever stage is earlier. | | |
| | a) On virtual completion of the project | 10% | 80% |
| vii) | b) On obtaining completion certificate from local /State, Municipal Authority and other Authorities concerned. | 15% | 95% |
| viii) | On completion of warranty period of twelve months after the completion of the work. | 5% | 100% |

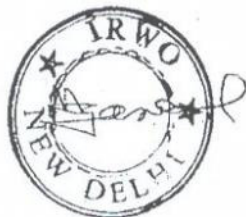
5.0 CONDITIONS OF ENGAGEMENTS

5.1 APPROVAL

- a) The Architects shall not make any deviation addition and omissions whatsoever from approved designs and drawings and without the Managing Director IRWO's prior approval.
- b) Wherever approval of the Engineer is stipulated such an approval will be given by IRWO speedily on receipt of the documents concerned from the architects.

5.2 Correctness of estimate

- a) The Architect shall be responsible for correctness of estimated quantities and cost. There should not be appreciable variation in quantities cost of project worked out by Architect vis-à-vis the actual quantities executed during construction and final cost incurred. In case the difference is more than 10% of the estimated cost or the variation in quantity of individual item is more than 25%, a flat reduction of 2 ½ % of the total project fee shall be made from the Architect fees.
- b) The Architect shall be responsible for completeness and correctness of tender documents. All items of work to be executed as per drawings and estimate should be included in bill of quantities with complete description at the time



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| | | |
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Do you want to be upgraded without any extra charge? Write Yes/No in the box. (If this option is not exercised, full fare paying passengers may be upgraded automatically.)
 If you want to avoid inconvenience of paying changing under current Railway Rules, please carry a proof of age during the journey to avoid inconvenience of paying changing under current Railway Rules.
 If you are a Medical Practitioner, please () in box () on cover of help in an emergency.

Train No. & Name _____
 Class _____
 No. of Berths/Seat _____
 Date of journey _____
 Station from _____
 Station to _____
 Registration info _____

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 Train Schedule
 Availability at Major Stations
 Train Running Information
 Train Type Information
 View Codes
 Trains at a Glance
 Rules
 International Tourists
 Other Railway Websites

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| | matching with physical progress of work or at least one payment at the end of each quarter commensurate with progress, whichever stage is earlier. | | |
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of calling tender so that need for framing non-schedule rates does not arise later. No Architectural fee shall be paid on the cost of items, which have to be carried out subsequently on the basis of non-schedule rate because of omission/improper description or increase in quantities due to error in estimation of items in the tender documents.

6.0 DRAWING & DOCUMENTS :-

- a) The architects shall supply free of charge to IRWO required sets of approved drawings estimates, design calculation and tender/contract documents etc.
- b) The architects shall also furnish one re-productionable sepia on non-tearable film for such drawings/ specifications data & documents as and when required or at the end of work after incorporating final changes.

7.0 DESIGN RESPONSIBILITIES

The Architects shall be fully responsible for the technical and structural soundness of design.

8.0 INDEMNITY

The Architect undertakes to indemnify IRWO and hold himself.

- a) Against any losses, liabilities and damages arising out of the performance by the Architect or its personnels, which are not attributable to the business of IRWO under this agreement.
- b) Against any or all the manners of the claims, demands, actions, suits and all costs and expenses incidental thereto including legal fees arising out of the performance by the Architects or their sub-consultants or their employees, under this agreement.

9.0 COST OF WORKS.

- 9.1 The total cost of work for the above purpose shall exclude the cost of land, stamp duty, registration charges, interest on investment, administrative cost, Plans approval and services connection deposits and fee paid to local and statutory bodies, other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremonies of the complex etc. paid directly by the employer and expenditure on other items for which the architects services are not required or availed.



- 9.2 For the purpose of payment against items 4(i), 4(ii) (a) & (b) the estimated cost of the work as checked and corrected by IRWO for which plans have been approved by the local, state, municipal authority shall be taken as final. In other words, 17% consultancy fee in the initial stage of approval of plans shall be on the basis of estimated cost and shall be final as checked and corrected by IRWO.
- 9.3 The rest of consultancy fee viz., 83 % under item 4(iii) to 4(viii) shall be based on actual cost of construction. The payment initially shall be based on tendered value of work. Any adjustment in the fees of these items on account of variations in actual cost shall be made in the last stage of mode of payment.

10.0 FORCE MAJURE

Architects will not be liable for delayed performance of obligations hereunder for inability to perform such obligations due to fire, strikes, gheraos, bandhs, lockouts or riots, war, Government /other embargos, emergencies, or other policy regulations or restriction acts of God. In the event of such delay or inability, the terms for Architects delivery or performance of obligations shall be extended for a period of time during which contingencies last.

Architects shall advise IRWO forth -with of such events as they occur and shall submit proof as is necessary to satisfy IRWO that delay or inability has been Caused for any of the reasons specified above.

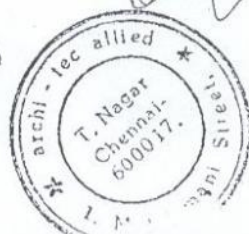
11.0 ARBITRATION

11.1 In the event of any dispute in interpretation of terms of the agreement, or difference of opinion between the parties hereto, arising out of or in connection with this agreement, either party shall give notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of an Arbitrator who will be appointed by the Managing Director, IRWO, in consultation with the Architect. The award of the Arbitrator shall be final and binding on both the parties. The venue of all such arbitration shall be at Delhi.

11.2 Any dispute arising out of this contract will be governed by Delhi courts.

12.0 ABANDONMENT OF CONTRACT

Due to unforeseen circumstances if the proposed group housing is abandoned or if IRWO decides to close the Contract for any reasons whatsoever, the Architect shall be entitled for fees as per stage payment to the extent of work executed only as per contract provision. The Architect shall not be entitled for payment of any compensation on this account.



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13.0 TERMINATION OF AGREEMENT

In the event of the failure on the part of the Architects to complete his work within the time specified in the time schedule or in the event of committing a breach of any one or more of the terms and conditions of the agreement, IRWO shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 14 days. This conclude the contract.

14.0 In witness whereof Shri B.k. Agarwal on behalf of IRWO/Employer and Shri S.RAVIEKUMAR on behalf of M/S Archi-tec Allied

The said Architects have set their hand to this agreement on 15th September 2004.

(FIRST PARTY)

WITNESS:-

[Signature]
Director Technical
IRWO
Indian Railway Welfare Organisation
New Delhi

- 1. *[Signature]*
R.N. Dubey
Manager (F)
IRWO
- 2.

(SECOND PARTY)

[Signature]
Architects

(S.RAVIEKUMAR)



WITNESS:-

- 1. *[Signature]*
S. SRINIVASAN
29 Hindi Pralhar Sabarajeevar
T. Nagar Chennai 600 017
- 2.

- 2. *[Signature]*
C. KAYITHA
No. 9, Vallalar St,
M.G.R. Nagar,

