

Ref. No: EDBPL-CONTRACT-20170313

Date: 13/03/2017

This contract document is hereby sealed and signed on the 13TH Day of March 2017.

Between

Address:

**HSR Layout
Bangalore.**

Represented by _____

(Here in after called the OWNER and party of the **First part**)

AND

M/s. ECONSTRUCT DESIGN AND BUILD PVT.LTD.

No. 42/A, BDA complex,

First Floor. HSR Layout

Bangalore 560 102

Represented by its legal directors and promoters.

(Herein by called the EDBPL / CONTRACTOR and party of the **Second Part**).

Further it is stated and confirmed that party of the first part is interested in the construction of Villa project and Party of the second part is into the business of Architectural, Structural, Project Management, and Civil construction like turnkey based contractor.

Party of the second part has seen the Second Party's website and presentation and discussed in detail the completed, in-hand and future project of the company and party of the first part has gone through all the details and approved and appreciated the quality of the work of party of the second part.

It is further agreed and confirmed that Party of the first part has agreed to engage and appointed the party of the second part as Trunkey Contractor (Civil) for construction of villa project situated at the site address:

Hence the said memorandum of understanding.

As discussed the turnkey contract is divided into two parts namely:

1. Consultancy Work Contract Phase:
2. Construction Work contract phase:

It is further agreed by and between both the parties that rate of construction will be ranging from **Rs: 1500 per Sq feet to Rs. 2000/- per Sq feet** based on the items and the specification as well as quantity of the material requirement.

Kindly Note:

The rates specified below are based on certain thumb rules and approximation. The final rate shall be calculated based on the frozen plans.

PHASE I: CONSULTANCY WORK CONTRACT PHASE:

The complete work shall be carried in the following phases:

Client shall vendor the professional services from EDBPL.

1. Architectural Designing Services.
2. Plumbing & Electrical Designing Services.
3. Structural Designing Services.
4. 3D View (Front Elevation). 360 Degree model shall be created and handed over to client in soft copy format.

Kindly go through the scope of work for individual services followed on following few pages:

A: ARCHITECTURAL DESIGNING SERVICES.

SCOPE OF WORK:

1. WORK PHASE INPUT

- a) Preliminary site inspection to incur the basic design inputs with respect to site boundaries such as indication of direction contours of the site.
- b) Study of overall location of plot, frontal road widths and neighbouring structure so that how light and air ventilation shall be provided to the building by considering the maximum utilization of the land.
- c) Getting input from the clients and working on overall strategical, economically viable solution for the client in toto at various phases.

2. CONCEPTUAL & SCHEMATIC WORK PHASE: -

- a) Initiating the conceptual design within reference to statutory compliances.
- b) Reviewing & performing various design inputs in terms of fully vaasthu and air ventilating system.
- c) Design shall be mainly emphasised on standard architectural specifications & sizes unless & until any changes arises from the client.
- d) Advice the client with an initial outlook of basic interior design services, which shall satisfy both architectural & Structural parameters both functionally & technically based on financially viable and Aesthetically decent considering the national and international standards.
- e) Working on intial working plans of different floors with 2-3 options to get the real conceptual and schematic picture.
- f) Getting clients input and redesign / perform alterations based on current and future provisions, Vaastu and overall design and construction requirement.
- g) Finalization of floor plans, elevations & necessary sections.
- h) Finalizations of the final 3D views with the taste and liking of the client.

Note: - Signed up floor plans shall be considered as final for further scope of work.

3. MECHANICAL, ELECTRICAL & PLUMBING DESIGN SERVICES: -

SCOPE OF WORK:

A. Mechanical work phase:-

- a. Deciding the base inputs, area location for designing the lift pits shafts for proper accessibility.
- b. Creation of schematic sketches for assuming proper functionality of pumping systems, water level identification system.
- c. Providing secondary backup connection system.
- d. Assistance in idealization procurement and finalization of mechanical systems (if required).

B. Electrical work phase:-

- a. Designing of electrical conduits as per electrical layouts for typical floors.
- b. Designing & creation of conceptual electrical layouts for parking areas drive ways & pathways (if any).
- c. Providing earthing for the whole structure in order to avoid any sort of electrical fluctuation.
- d. Providing assistance in idealization & finalization of power transmission system along with proper load system for the entire building.
- e. Designing and providing transformers, transformer base and positioning of the base with respect to statutory bye laws.

C. Plumbing work phase:-

- a. Design of sump, capacity and overall position for water inlet etc.
- b. Design of plumbing system from Borewell/External tanker to Sump and from sump to overhead tank. From Overhead tank to individual Kitchen/ bathrooms / WC/ Utility rooms/ Terrace/ Garden/ etc. to STP tank/External municipal drainage system.
- c. Slope requirement and inspection chambers from maintenance point of view to overall designing of inlets & outlets for drainage in such that under gravity the flow is achieved.

4. STRUCTURAL DESIGN SERVICES: -

SCOPE OF WORK:

1) CONCEPTUAL DESIGN WORK PHASE: -

1. This includes understanding of structure.
2. Study the consequences of Major items such as Slabs/Beams. Which would reduce / eliminate the short term cracking due to shrinkage of concrete.
3. Coordination with client regarding impact of the final Architectural drawing and Structural drawing.
4. Preparation of the preliminary calculation for basic input data.
5. Preparation of structural layout (floor wise).
6. Creation of complete mathematical model in ETABS.
7. Preliminary analysis study.
8. Design of slabs for inputting the slab thicknesses.
9. Preliminary sizing of elements in ETABS mathematical model.
10. Computation of different runs for stabilizing the lateral stability.
11. Preparation of different data sheets for performing lateral stability that includes dead load, live load and earthquake loads.
12. Preliminary column & beam sizing.
13. Columns and walls load take down.
14. Study of Geotechnical Investigation report.
15. Column load take down and foundation adoption analysis.
16. Selection of foundation system like combined footing / isolated footing etc.
17. Design of Preliminary Foundation Thickness.

2) SCHEMATIC DESIGN WORK PHASE:-

1. Finalizing the sizes of all the structural elements. (Slabs, beams, columns, footings.)
2. Finalizing the depth of transfer beams / slabs if any.
3. Value engineering the sizes of the columns to arrive at proper percentage of reinf.
4. Marking of such percentage of reinf on drawings (To arrive at value engineering cost estimate.)

3) DETAIL DESIGN:

1. Design of all the columns, beams and slabs with IS 456 and detailing with relevant IS code.
2. Design of foundation system. (Isolated / Combined footing.)
3. Design of transfer beams / Slab.
4. Marking the reinforcement on the sketches to assist the further drafting phase.
5. Preparation of detail design report.
6. Recommended material specifications.

4) DETAILING / DRAWINGS :

Floor layouts, sectional details/ Reinforcement schedules and reinf details of slabs, beams, columns & critical areas as per relevant IS codes shall be prepared.

5) QUALITY CONTROL:

1. Checking of structural mathematical models, analysis results, design calculations.
2. Checking of structural drawings.
3. Internal review for the deliverables.

6) STRUCTURAL LIABILITY:

M/s EDBPL shall take the structural liability of the above stated permanent structure.

7) SITE VISITS:

M/s EDBPL shall conduct the site visits at the event of casting of slabs at the time of excavation.

Note: - Number of visits shall be purely based on technical aspects.

1. At the time of excavation.
2. At the time of plinth completion.
3. At the event of casting each RC slabs.
4. In case of any major discrepancies if any occurs on site with the reference to errors in design drawings.

Maximum site visits considered during the entire project = 2 x (Number of slabs that would be getting constructed) + Soil Investigation + Plinth level.

In case if clients want more site visit then each site visit shall be charged at the reasonable rate of Rs 6000/- per site visit that includes the transport and other expenses in toto.

If the scope has varied drastically due to certain reasons then the impact of such project and its implications and variations shall be discussed mutually.

C. PROFESSIONAL FEE PROPOSAL:

We propose a fee structure as mentioned below:

SCOPE	FEE STRUCTURE PROPOSED
a) Architecture Design Consultancy. b) Structural Design Consultancy. c) Electrical & Plumbing Design. d) 3D View (Front Elevation). NOTE: EDBPL shall submit the entire design drawings to client in sealed and stamped laminated form before moving ahead of the Construction Contract Works.	4% of the construction cost considering the contractor's rate of the construction. 2% of the construction cost if the Construction Works Contract is awarded to EDBPL . (+Service tax as applicable). (Statutory, Online & Extra charges related to BBMP approval shall be at actual)

D. PAYMENT TERMS

- Advance amount for consultancy project: - 25%
- After completion of working structural and Architectural drawings. - 25%
- After completion of GFC (Good for Construction) drawings. - 25%
- After completion of project: - 25%

E. GENERAL AGREEMENT: -

MOU made on this 10th March 2017 BETWEEN **EDBPL** AND **CLIENT** of the other part.

1. EDBPL shall deploy the best possible skilled staff to ensure the every part of the design areas are addressed with at most Architected and Engineered way.
2. EDBPL shall comply all the roles and responsibilities as stated above.
3. Timely design and drawings shall be submitted to the client.
4. Design Basis Report, Detail design report shall be submitted to the client officially.
5. M/s EDBPL shall perform all the duties as listed above and with at most sincerity and honesty.
6. Client and M/s EDBPL shall be committed to all the points agreed mutually as stated above between each other. In case of any variations shall be discussed and resolved mutually.
7. Client shall make the payment based on the payment schedule stated above.
8. EDBPL shall create the drawings based on the byelaws given by local Municipal Authorities. In case clients want to deviate to certain extent EDBPL shall not be held legal responsible.
9. In case of any disputes Bangalore jurisdiction shall be applicable.
10. Laminated sealed drawings shall be given to client before contract work starts so that there is no scope for conflict of interest in case of construction work is awarded to EDBPL.

IN WITNESS WHEREOF the parties have signed this agreement on the date above.

(Signature)

EDBPL DESIGN & BUILD PVT. LTD.

(Signature)

CLIENT NAME