DESIGN PARAMETERS

Reference Letter No (a) GDA letter no 800/M. Plan/2015-16 dated 30/07/2015

- (b) GDA letter no 306/CTP/2020 dated 21.10.2020
- (c) Architectural Control for Group Housing at Vaishali

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1. <u>LAND</u>:

1. The project is to be executed at Plot No.28, Sector-4, Vaishali, Ghaziabad (U.P.) on a plot of land of 8000 SqM dimensions (Site Plan at Annexure `A').

2. DESIGN PARAMETERS:

(i) It is proposed to construct approx. 200 DUs as per the Architectural Controls like FAR, Population Density etc. mentioned in the above referred letters in different categories dwelling details of units as per mentioned below. Architect/Agency/Firm shall be required to submit conceptual Master Plan as per latest Bye laws/Architectural Control of Ghaziabad Development Authority (GDA) on the entire 8000 SqM of land for approx. 200 DUs, (the numbers may change as per the revised norms of GDA) in different categories of dwelling units as per details mentioned below.

S.No	Type of DU	Approx. Super Area (Sq. ft.)	Accommodation	Configuration
i)	A	675	One bedroom, one multi-purpose room with kitchen, bath & WC, verandah/balcony	Multi-storied/S tudio Apartments
ii)	В	1050	Drawing-cum-dining, two bedrooms, kitchen, two toilets, verandah/ balconies	-do-
iii)	С	1275	Drawing-cum-dining, three bedrooms, kitchen, three toilets, verandah/ balconies	-do-

(ii) The approximate distribution of various type of dwelling units will be as following:

Type	Approx. Super Area(Sq. ft.)	Approx. DUs with the
		permissible FAR

A	675	40
В	1050	80
С	1275	80
Total		200

(iii) It is proposed to have only one package which will be advantageous of entering into one contract towards construction and engineering services as well as for the residents for maintenance. Covered car parking's sufficient for all type A, B, C categories with sufficient parking for visitors to be provided.

Facilities like Club House, Community Centers, outdoor games, indoor games, gymnasium, swimming pool etc. & ancillary buildings to be included in the complex. The common facilities to be located in such a fashion that they are conveniently accessible to all.

- (iv) Facilities like Internal / External Electrification, DG Set for common areas, street light & pumps, fire-fighting system, lifts and 1 KVA Back-up *Power* supply for each DU, Rain water harvesting scheme, solar water heating & solar street lights are also to be provided.
- (v) As per sale deed/building bye-laws the following norms apply.

(a) FAR - 250%

(b) Density - 175 persons per acres

c) Ground Coverage - 35% (max)

However, Architect is required to submit DPR of conceptual Master Plan to be finally incorporated for execution, of the entire 8000 SqM of land for approx. 200 DUs (approx.

- .) of different categories of dwelling units as per details mentioned in design parameters (Annexure B) and it should be strictly according to the latest Bye laws of GDA.
- (vi) Copy of the sale deed documents from GDA is enclosed for the ready reference (**Annexure-E**). However, architectural firm may take references from specific building byelaws of GDA towards FAR, Ground Coverage, Density, Parking's, Facilities etc. while planning and designing the project.
- (vii) A comparative statement on the above and the minimum requirement of GDA should be attached along with Technical data.

Annexure C

AGREEMENT

N	I ade	this _	day of		_ 202	between	the	Executive	Dire	ector (
Projects)	, Con	struction	& Consult	tancy (C&	kC), Hous	sing and Urb	an Dev	elopment	Corpo	ration
Limited	(HUI	OCO) a	Company	Register	ed under	Companies	Act 1	1956 and	an ex	cisting
Company	y und	er the	Companies	s Act 20	13 presen	tly having i	its Hea	ad Office	at Co	re 7A
HUDCO	Bha	awan, Ind	dian Habit	at Centre	, Lodhi	Road New	Delhi	110003	herei	nafter
called th	he `(CLIENT'	on the	one par	rt and		h	aving the	ir regi	stered
office at				, 1	hereinafte	r called the '	'Archit	ect" on the	e other	part.
V	HER	EAS, th	e Client H	UDCO u	ndertakes	to construct	a re	esidential	comple	ex at
Plot No.	.28,	Sector-	4, Vaishal	li , (Ghaziabad	, Uttar	Prades	h (herein	after	called

(a) Total Area of plot .. 8000 SqM

"HUDCO's Vaishali Housing Project") detailed as under:-

(b) Dwelling Units: Architect is required to submit conceptual Master Plan to be finally incorporated for execution, of the entire 8000 SqM land for having different categories of dwelling Units

AND WHEREAS the Architect has agreed to prepare, finalize, submit, obtain requisite approvals and sanctions of the plans & drawings from the Competent Authorities and prepare and assist in issue and acceptance of tenders of HUDCO';s Project at Plot no 28, Sector-4, Vaishali, Ghaziabad Uttar Pradesh and issue certificates etc. upto the Defect Liability Period in accordance with the conditions of the contracts to be entered into between the Client and the Construction Agency (hereinafter called the 'Contractor') for the HUDCO's Project at Plot no 28, Sector-4, Vaishali, Ghaziabad Uttar Pradesh assigned to them, including drawing up of specifications, preparation of design, architectural and structural and services drawings, Electrical, HVAC, Lifts, and

PHE Services drawings, obtaining approval from all statutory authorities towards construction of complex, schedule of quantities and estimates of stores requirements, making models etc., as required to the satisfaction of and in accordance with the directions issued from time to time by the Client and in conformity with the local bye-laws governing such constructions and to undertake full responsibility for the structural soundness including obtaining completion certificate from GDA/ Local Authorities concerned and to abide by the terms and conditions set out hereinafter. Necessary deposits with the authorities shall be borne by HUDCO towards obtaining the approval of plans, other approvals, completion certificates etc.

AND WHEREAS the client has accepted the said offer of the Architect, now it is hereby agreed that in consideration thereof, the client (on recommendation of CGEWHO) will pay to the Architect for the said services rendered under this Agreement, a total fee equal to ___% (Annexure-D) of the total construction cost of the project as defined in the notes on Stage `A' planning at para (8) & (9) as on completion of the works at the project. The total consultancy fee includes all Statutory Taxes & Duties including GST. All taxes and duties which are to be deducted at source shall be done so while releasing all payments. After last date of submission of the tender, if any new tax/duty is imposed/levied other than changes in Income Tax rates, the new Tax/Duty if any shall be reimbursed to the Architect, on production of the deposit challans for the amount paid by the Architect. The break up details of stage wise payment of fees is given as below.

Stage-A: Planning

(a) The scope of work in this stage and fee payable is given in the succeeding paragraphs. The fee for Planning Stage shall be paid sub-stage wise as percent of the total construction cost of the project. The schedule of sub-stage wise payment shall be as under:-

Table no-1

Sub-S	Description of Service	Time Allowed from	Proportion of
tage		date of award	total fee
			payable
I	II	III	IV
1.	On finalization of site plan, layout plan of complex, plans of different types of dwelling units, floor plans of blocks and plans of ancillaries, and approval of the same by Client. Towards approval the architect consultant shall give a presentation, as the scheme proposed by him along with the time schedule towards planning & implementation of the project.	04 Weeks	2.5%
2.	On approval of plans by local authorities to include Development of selected plans as per bye-laws/ rules/ regulations/ codes etc. and submission to the competent local authorities for sanction, carrying out modification as required by competent		

i)	authorities culminating in approval of plans by the local authorities for execution of the project. Submitting original sanctioned drawings in hard/soft copy with two additional sets of certified sanctioned drawings to the Client. Plan approval by GDA/Local Authorities after submitting proposal and obtaining all relevant		20.00%
	NOCs/ approvals from Fire authority, airport Clearance etc. for execution of the project etc.		
ii)	Approval from Local Electricity Board, if required		2.5%
iii)	Applying and getting RERA registration for the scheme		1.25%
3	Obtaining approval towards Environment Impact Assessment.	To be done parallel with Sub Stage 2.	3.0%
4.	Preparation of detailed specifications and preliminary cost estimates based on plinth area basis	To be done parallel with Sub Stage 2.	1.25%
5.	Technical Brochure in multi-colour to a size of 10.5" x 8.5" equals twice the number of Dwelling Units. The brochure to contain details such as concept, key location plan, layout and plan of different types of dwelling units, their area details, detailed specifications and likely cost.		1.25%
6.	Making and submitting models of each package at the site office, including lay out plan of the entire project, showing roads, paths, electrification, sewage, storm water drainage, landscaping/ horticulture, rain water harvesting system, lifts and model (with lift able roofs to make layout plan of floors & flats including furniture layout with Perspex cover to be provided for each model) of the blocks mentioned in the sub-stage 3 above. The scale will be: (i) Site Model - 1:400 (ii) Individual Block - 1:200 (iii) Detail Plan Model - 1:50 (iii) HUDCO Office - 1:25		1.25%
7.	On preparation of detailed specification, cost Estimates and complete tender document including Architectural and structural drawings, price bid formats etc. Preparation & modification of working drawings and tender drawings for civil, electrical, lifts,		

	1
firefighting, internal plumbing & water supply	
works etc. including details of external	
services such as sewerage, storm water	
drainage, water supply, pump house, overhead	
and underground tank, roads, landscaping,	
horticulture, rain water harvesting system and	
any other such service for complete housing	
complex including all services ; also	
finalization of all designs and structural	
drawings. This will include:	
a) For all blocks/dwelling units, community	
hall, HUDCO Office, shops, ancillary	
buildings and other central amenities complete	
working details and drawings including	
architectural, structural, plan and layout for all	
internal/external services (internal/external	
electrification water supply, plumbing	
drainage, sewage and waste disposal	
including garbage disposal arrangements).	
Drawing detailed specifications as	
required, all conforming to the bye-laws	
for each block/unit for approval of the client	
submitting two sets of drawings for	
comments/approval.	
b) Incorporating modifications as	
finally approved by the Client in details,	
drawings, and specification as per Sub-Clause	
7 (a) above and submit four sets of working	
drawings including detailed specifications with	
soft copies on CD. Modifications till final	
completion of the project shall be carried out	
as per the progress and it shall be recorded in	
1 1 0	
the drawings to be included in the fee of the	
architect and no additional amount will be	
payable on this account.	
c) Design, prepare complete working details	
and drawings including architectural	
and structural, electrical & plumbing for	
site development works, draw out detailed	
specification as required, all conforming to	
bye-laws for the following and submit two	
sets for comments/approval. Liaison with	
Technical Consultant to be Appointed by the	
HUDCO for vetting of structural drawings	
prepared by the Architect Consultant.	
(i) External sewage and waste water	
disposal layout plans of sewerage system	
(including connections) from first manhole of	
blocks/ units with GDA/ Municipal Sewerage	

	 (a) Prequalification of contractors of repute and sound financial standing. (b) Preparation of tender documents including external services and ancillaries, and detailed specifications, invitation of tenders, analysis and scrutiny of tenders upto the stage of acceptance. (c) Prepare and submit 2 sets of priced bills of quantities, standard measurements (block 		
	wise) and schedule of stores required separately for each block including all internal services as directed in sub-stage 7 above.		
	(d) Prepare and submit 2 sets of priced bills of quantities and schedule of stores required separately for all external services, external compound wall and all other ancillaries as described in sub-stage 7. The bills of quantities		
	and schedule of stores shall be correct within a tolerance of +5%. Pricing shall be at CPWD DSR year 2021 enhanced rate by ruling percentage to be cross verified with the market rate.		
i) ii) iii)	Building & external services External Electrification Lifts	8 weeks after the Sub-Stage 7.	12.5% 6.25% 5.0%
12	Monthly/ periodical visits, once in a month, of Architect Consultant to site during progress of work and providing detail classifications towards Structural Drawings/Design, various services, Working Drawings and submission of Project Progress Report along with photocopies in hard copy as well as CD.	Currency of project construction.	10%
13.	Certify Final Completion of Work, Preparation and submission of completion drawings for obtaining Occupancy certificate from GDA/Local Authority & or other relevant authorities i) Prepare and submit drawings of external services and dwelling unit line plans (layout of plumbing, electrification, water supply, firefighting, lifts etc.), as executed at site for different types of dwelling units/floors for information of prospective occupants (three copies each) with a superimposed	On completion of the project.	15.75%
	drawing showing all services on it with different colors/notations (4 sets of hard & soft copies) ii) Prepare and submit completion drawings, obtain approval and certifications of completed work from the competent authorities and		

submit such certificate along with 4 extra sets	
of completion drawings.	
iii) All works connected with handing over of	
services to concerned local authorities for	
maintenance.	

(b) Notes

- 1. No extra payment will be due in case of any modifications required in the drawings before or after issue of tenders. These will be deemed to be included in the fee of the architect. However, if there are major modifications necessitated subsequent to issue of tender drawings to construction agencies due to change in over-all design by the Owner, these will not be covered under this Clause and compensation for such revision shall be mutually discussed and agreed upon between the Client and the Architect. In such cases, the decision of the Chairman & Managing Director (CMD), HUDCO will be final and binding.
- 2. Deviations: Deviations to be ordered on the architectural services not to exceed 10% of the cost of the project.
- 3. Time/period of completion of work, as mentioned, shall be considered as essence of this contract. The time/period for each stage mentioned in column (III) of Table No. 1 shall be reckoned from the date the offer of the Architect/ Consultant is accepted by the Organisation and communicated in writing accordingly. If the client so desires the Architect shall do everything reasonably possible to reduce the time period allotted otherwise.
- 4. The Client at his sole discretion reserves the right to omit any stage of work listed in column (II) of Table No. 1 or part thereof. The Architect's fee shall be correspondingly reduced as decided by the Client. The Client reserves the right to assign such of the works or part thereof to any other agency and the Architect shall have no claim against the Client on that account.
- 5. For Sub-stages, the Architect shall be entitled to receive Running Account payments for the stages of work completed by him at @ 90% of the fees due to him at the percentage indicated in column (IV) of Table no-1. The 10% amount thus retained by the Client as Retention Money shall be payable to the Architect after all the services required to be rendered by the Architect under this contract have been completed to the satisfaction of the Client.
- 6. In the case of total omission of any item mentioned in column (II) sub stage 1 to 13, the architect shall be entitled to payment of fees for the sub-stages already completed and submitted to the client, no payment shall be due/paid to the architect for incomplete or partially complete item of work.
- 7. If there is any error or omission or discrepancy in plans, structural design, drawings and/or in the specification and/or quantities (beyond 5% tolerance) furnished by the Architects, the Architect shall rectify the same and furnish revised designs, drawings and specification immediately the error comes to notice whether before or after commencement

of work and nothing extra shall be paid to the architect towards the above rectifications.

- 8. The total construction cost shall include actual cost of construction of all building works, provision of all internal services like electric supply, water supply and sewerage, lift and also cost of all external services including external electrification, firefighting, water supply and sewerage, rain water harvesting system, roads and paths, compound wall, gates, landscaping, solar and green building norms etc. excluding GST component in RAB/Bills.
- The total construction cost shall not, repeat NOT include the cost of land and all connected charges pertaining to registration, transfer etc., increase in tax, expenditure involved in obtaining various sanctions from the concerned authorities pertaining to population density, approval of plans, obtaining electrical and water State connections and any other payments due Electricity Board, Municipal Corporations, Water supply authorities, administrative costs of other statutory bodies and all expenditure incurred on account of soil testing, survey etc. It will however include element of labour & material escalations and also any other extra items & Deviation Orders that may become payable to the Contractors. However, till the not determined, estimated cost shall be taken towards release of interim contract cost is payments to Architect Consultant. However, on finalization of contracts, the payment shall be regulated accordingly and the difference on payments, already released shall be paid / recovered, as the case may be.
- 10. The Architect shall ensure that all activities from sub stage 2 upto the issue of tender for construction shall be completed within 24 weeks.

GENERAL CONDITIONS

1. Architects Responsibilities:

Except to the extent otherwise stipulated in this Agreement, the responsibility and services of the Architect shall include the responsibilities and obligations of Architects as laid down by the Council of Architects (except net liability and schedule of payments) and will in particular include the following obligations of the Architect: -

- (a) Development of plans to the entire satisfaction of client. Preparation of all detailed drawings, including structural drawings and drawings for the services at the project. The correctness and details of the structural drawings for structural safety shall be the responsibility of the Architect.
- (b) The Architect shall also indemnify the client against any action for infringement on patent right, if any.
- (c) Obtain sanction, approval and certification of original plans and works by the competent authorities before commencement, during execution and after completion and submitting those to the client without any delay, according to the conditions laid / policy of the local authorities and population density.
- (d) The Architect shall hand over the original drawings with three certified true copies of the sanctioned plans/drawings along with letter conveying the sanction of the

statutory/local bodies before the commencement of construction and completion certificate/letter after the completion of the works to the client.

- (e) Blank.
- (f) Certification of all completed works to ensure compliance with all statutory, and local regulations, code of practice and mandatory tests, saving and indemnifying the Client against all actions in this regard.
- (g) Blank
- (h) Blank
- (i) Blank
- (j) The Architect shall not assign any of these rights and obligations to any other party without prior written consent of the Client.
- (k) Blank
- 2. Client's Responsibilities:

The client shall provide the following:

- (a) Detailed project brief covering all aspects of the project requirements including intended specifications in outline to enable the architect to proceed with the design tasks without hindrance (Annexure-B).
- (b) An authenticated site plan of suitable scale with all dimensions, physical features of the site, trees and details of surrounding areas and services available.
- (c) An accurate topographical survey plan of the site with spot levels at 3 M intervals.
- (d) Copy of sale deed of plot and all other documents required for the purpose of getting approvals of local authorities and all other agencies.
- (e) Report on subsoil investigation as per standard specifications.

<u>Note</u>: The Architect shall get the reports at para 2 (c) and (e) above pertaining to topographical survey and sub-soil investigation respectively from the Client.

- 3. Blank
- 4. Blank
- 5. <u>Time Schedule</u>: It is an express condition of this contract that the Architects shall adhere to the time schedule given for the various stages of activities. Any delay anticipated shall be immediately brought to the notice of the Client, by the Architect giving detailed reasons for such delays.
- 6. The Architect shall after obtaining completion certificate from local/statutory bodies hand over the completion certificate to the Client along with completion drawing

and three certified true copies.

- 7. Penalty: In case the Architect delays completion of any stage beyond the period indicated under column III Table No. 1 (of schedule of stage wise payment described in Articles of Agreement Stage 'A' Planning Stage) and the client whose decision shall be final and binding, decides that the delay is within the Architect's control, then the Architect fees as quoted in the above schedule, under column IV of the entire work (i.e. sub-stages 1 to 13) shall be reduced by 1% (one percent) for every week delay or part thereof as per the decision of the client but to a maximum of 10% (ten percent) of the total fee for the period of delay within Architect's control.
- 8. Deviation Orders: No Deviation order shall be given by the architect directly.
- 9. <u>Supply of Drawings</u>: The Architect shall supply sufficient drawing sets for issue of tenders and four sets for the execution of work and also four sets of completion drawings without any extra cost to the Client. The architect shall also submit the report in CD /soft format.
- 10. <u>Completion Certificate</u>: Before receiving final bill, the Architect shall ensure that following actions are completed: -
- (a) After satisfactory completion, hand over the external services to concerned civil authority for subsequent maintenance wherever applicable.
- (b) After obtaining completion certificate from local/statutory bodies, hand over the completion certificates to the Client.
- 11. Handing over services for maintenance to local bodies/authorities: Prepare all drawings and necessary documents for all external services wherever applicable and hand over these to the concerned civil authorities or department for maintenance and record.

12. Design Calculations:

(a) The Architect shall maintain proper design folder (block wise) giving detailed calculations and shall supply the same to the Client on demand and in any case before commencement of construction. The architects shall also interact and provide all necessary assistance to the proof check consultant towards design.

(b) Proof Check

Structural design and drawings and all the technical specifications proposed by the architect would need to be proof checked by an outside agency such as IIT or any other institution of repute engaged by the client for the purpose, before the same are accepted by the client and become part of the work. Such outside agency may also be required to exercise independent quality control measures at the site with a view to finally render a good quality construction certification towards the project.

13. If any extra payment becomes due to the contractor on account of any defects or drawbacks in the design and/or drawings and/or lack of any supervision and/or services provided by the Architect under agreement, the same shall not be taken into account for

computing payment due to the Architect.

- 14. Default - Termination: If at any time in spite of reasonable notices, the client considers that the Architect is making default or is not progressing diligently, or that the quality of the services rendered by the Architect is not satisfactory, or that the Architect is not effectively cooperative in achieving the targets of the scheme one way or other or that the Architect is lacking in professional ethics or misconducts himself, then Client (on recommendation of CGEWHO) may at his sole discretion terminate this deems fit without assigning any reasons. contract in whole or in part as he event of such termination, the Architect shall be entitled to be paid only for those stages of works/services which have been fully completed by the Architect. No compensation whatsoever or payment shall be due to the Architect for any incomplete stage or on any other account. Any drawings, design etc. received by the Client incomplete stage shall, however, become the property of the Client.
- 15. Foreclosing: At any time before the services and obligations under contract are completed by the Architect, the Client shall have right to foreclose this agreement without assigning any reason to the Architect. In case of such foreclosures, the Architect shall be entitled to be paid for the stages of work already completed by him at the applicable rates and a reasonable compensation as decided by the Client (which shall be final and binding) for any part or any stage or service of the Architect already completed by the Architect before he was served with a notice of foreclosures.
- 16. <u>Dispute with contractor</u>: If any dispute arises and persists between the Architect and the contractor, this shall be referred to the Chairman & Managing Director (CMD), HUDCO whose decision on such dispute shall be final and binding.

17. ARBITRATION:

- (a) If any dispute arises and persists between the Architect and Client, the same shall be referred to the Sole Arbitrator to be appointed by Chairman & Managing Director (CMD), HUDCO as per Arbitration & Conciliation Act 1996 whose award shall be final and binding on both parties. The Arbitrator shall submit his award within four months of his entering into the reference. This period may be extended by the Arbitrator with the consent of both the parties. Arbitration jurisdiction shall be Delhi only and all the hearing, if required, shall be held within the jurisdiction only.
- (b) Such reference shall not take place by either parties until after the physical completion or alleged completion of works or termination or de-termination of the contract referred to herein-before.
- (c) Only that court within whose jurisdiction the Head Office of the Client (HUDCO) is located will have jurisdiction on any matter regarding reference to court.
- (d) The Chairman & Managing Director (CMD), HUDCO who is the only authority empowered to appoint the Sole Arbitrator to adjudicate the disputes between the Client and the Architect shall fill a vacancy, which may arise and/or be caused on account of demise or resignation of the Sole Arbitrator rendering the Sole Arbitrator incapacitated to adjudicate the matter and the Architect shall have no objection for filling of the said

vacancy so caused. The Architect also further agrees that he shall have no objection to the appointment of a Sole Arbitrator by the - Chairman & Managing Director (CMD), HUDCO.

18. All the previous correspondence, negotiations between the parties shall have no effect whatsoever. The rights and obligations of the parties shall be governed exclusively by the terms and conditions of this agreement.

As witness the parties to the contract aforesaid, set their hands as under:-

This day of Two Thousand and Twenty two

Architect Client

Executive Director (Projects)
Construction & Consultancy(C&C)-I/C
Core 7A, HUDCO Bhawan
India Habitat Centre
Lodhi Road
New Delhi-110003.

Witness: Witness:

QUOTATION FOR ARCHITECTURAL CONSULTANCY SERVICES FOR HUDCO'S VAISHALI PROJECT ON PLOT NO-28, SECTOR-4, VAISHALI, GHAZIABAD UTTAR PRADESH.
Consultancy fees towards provisioning of the total services as explained in draft tender document% age of the total construction cost as explained in the draft contract agreement.
Signature & seal of the firm