

Ref NO:- SGT/Budget/Const/UKA/20-21/11

DESIGN - ARCHITECTURAL CONSULTANCY AGREEMENT CUM LETTER OF INTENT

This agreement is made at New Delhi on 30th day of March 2020, by and between (1) **SGT University**, a university established under Haryana Private University Act, and having its Office at SGT University, Gurgaon – Badli Road, Chandu, Budhera, Gurugram 122 505 (Haryana) through duly authorized to execute this agreement on behalf of the said University [hereinafter called the "**OWNER**"], which expression shall mean and include its successors and assigns on first part]

AND

M/s. Utkarsh Kothari & Associates (UKA), a proprietorship concern and having its office at D-1056, New Friends Colony, New Delhi- 110025 through its proprietor, Mr. Utkarsh Kothari, being authorized to execute this agreement on behalf of the said concern [hereinafter called the "**Principal Architect OR Lead Architect OR Consultant**"], which expression shall mean and include its successors and assigns of second part.


N.N. Gupta
Registrar
SGT University
Budhera, Gurugram



The owner and the Consultant are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

- A. The owner intends to erect further buildings in the University at Gurugram.
- B. The Consultant is in the business of Design & Architectural Consultancy Services.
- C. The Consultant has represented to the Owner that it has the experience, requisite expertise, skills, qualifications and necessary infrastructure for providing Services (more particularly described hereinafter) to the Owner.
- D. The Owner based upon the averments of the Consultant and believing the same to be true is desirous of engaging the Consultant to provide Services for the Project (more particularly described hereinafter) on the terms and conditions as are hereinafter contained
- E. The parties accordingly wish to enter into this Agreement to record the terms and conditions governing the engagement of the Consultant and the provision of services by the Consultant.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS AS SET FORTH IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise specifies

"Affiliate" means any person or entity Controlling, Controlled by or under common Control with such Party.

"Agreement" means this Agreement incorporating any and all Annexes.

"Business Day" means any day other than a Sunday or a day which has been declared a public holiday by the government in the City where the office of the Consultant is situated.



"Owner's Representative(s)" means such person(s) appointed and notified by the Owner in writing to the Consultant, from time to time, to act as Owner's representative(s) for the purposes of this Agreement.

"Consultant's Representative(s)" means the person(s) appointed and notified by the Consultant in writing to the Owner, from time to time, to act as Consultant's representative(s) for the purposes of this Agreement

"Consultant's Personnel" mean the employees, workmen, staff, laborers of the Consultant, whether permanent or temporary including contractual appointees, trainees, apprentices and including Personnel of Sub Consultant, if any.

A reference in this Agreement to Consultant's Personnel shall be deemed to mean and include a reference to Personnel of any agents, employees, and vendors employed and engaged by the Consultant in the performance of the Services.

"Notice to Proceed" means the notice to proceed issued by the Owner to the Consultant in writing authorizing the Consultant to proceed with the Services.

"Services" means the services to be provided by the Consultant in relation to the Project as described in **Annexure "A"** to this Agreement.

1.2 Interpretations

In this Agreement -

Any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated).

Any reference to the singular shall include the plural and vice-versa;

Any references to the masculine and the feminine shall include each other,

The recitals, annexes and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexes and schedules to it.



References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, supplemented or replaced from time to time;

Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article;

Headings to Articles, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement;

"in writing" includes any communication made by letter or facsimile or e-mail;

the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

references to a person (or to a word importing a person) shall be construed so as to include:

- (i) individual, proprietorship, partnership, trust, joint venture, Owner, corporation, body corporate, unincorporated body, association, organization, any government, or stat agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality); and
- (ii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

This Agreement is a joint effort of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.



2. ENGAGEMENT OF THE CONSULTANT

The Owner hereby engages the services of the Consultant and the Consultant hereby accepts the said engagement for providing the Services relating to the Project on a non-exclusive basis and at the terms and conditions as contained herein.

3. SCOPE OF SERVICES

The Services to be provided by the Consultant relate to Design & Architectural Consultancy Services and are more particularly described in **Annexure-"A"** to this Agreement. The Parties agree that this Agreement is executed on the premise of "time being of essence" and the Consultant shall provide the Services in a manner that the Owner shall be in a position to achieve final completion of the Project within the stipulated time lines agreed to by the Owner with its Contractor / third parties/customers.

4. OBLIGATIONS OF THE CONSULTANT

Services to be provided under the Agreement

4.1 The Consultant shall commence the Services upon receipt of the Owner's Notice to Proceed and thereafter, shall provide and complete the same with all due skill, care and diligence. The Consultant acknowledges that time is of paramount essence in respect of all the Services to be performed by the Consultant under this Agreement. The Consultant shall complete the whole of the Services and/or each part of the Services at the times and within the periods stated in **Annexure "B"** to this Agreement, subject to any extensions thereto, as may be agreed to, in writing, between the Owner and the Consultant in accordance with this Agreement.

4.2 The Owner may reduce, vary, or add, to the Services to be provided by the Consultant by notice, in writing, to the Consultant, and there shall be such consequential adjustments to the consideration to be paid by the Owner to the Consultant for the performance of the Services and to the applicable times or periods for the Services hereunder as are reasonable to take into account the aforesaid addition, variance, or reduction. The said consideration and any such adjustments to the said consideration shall be calculated at or based on rates and prices which are set forth in **Annexure-"B"** to this Agreement so far as applicable to additional work. Any such adjustments to the said times or periods shall be as mutually agreed to between the Owner and the Consultant.

4.3 The Owner may, from time to time, issue Additional Services Notification, requesting the Consultant to perform additional services ("Additional Services"). The

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Owner shall pay to the Consultant additional fees, as may be mutually agreed to between the Parties, in this respect

4.4 All the Drawings and other documents required for submission with all the Government authorities shall be signed by and on behalf of the Consultant.

Performance

4.4 The Consultant shall perform the Services strictly in accordance with Good Industry Practices and in accordance with internationally recognized professional standards Bureau of Indian Standards (BIS) & National Building Code (NBC), "Good Industry Practice" shall mean the exercise of the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced expert engaged in the same or similar circumstances;

4.5 The Consultant shall comply with the instructions of the Owner, from time to time, relating to the performance of the Services, duties, and obligations under this Agreement. The Services rendered by the Consultant shall be subject to regular review by the Owner.

Consultant's Representative

4.6 Within ten (10) Business Days after the receipt of the Owner's Notice to Proceed, the Consultant shall in consultation and consent of the Owner, appoint one of its senior personnel in writing as its representative (the "**Consultant's Representative**") and shall delegate to such representative the applicable and necessary authorities and duties of the Consultant under this Agreement. The Consultant's Representative shall act as the agent of the Consultant. The Consultant shall deliver to the Owner an authority letter authorizing the said Consultant Representative and the Owner shall be entitled to rely on the said delegated authority of the Consultant's Representative to act for and to commit the Consultant. All instructions or directions (whether written or oral) given by the Owner to the Consultant's Representative shall be deemed to be given to the Consultant. The Owner's approval of the person in office as the Consultant's Representative may at any time be withdrawn in writing in case of deficiency in service or professional misconduct. In such an event, the Consultant shall, as soon as practicable thereafter, and at no cost to the Owner, replace such person as the Consultant's Representative and appoint any person from among its other senior personnel as the Consultant's Representative and all the provisions of this Article 4.6 shall apply to the Consultant in relation to such replacement of the Consultant's Representative. The Consultant agrees to deploy additional resources & manpower to make-up for any delay, which may have been caused by such replacement of the consultant's representative.

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4.7 The Consultant shall be responsible to the Owner for the acts, defaults and negligence of the Consultant's Representative as if they were the acts, defaults and negligence of the Consultant itself and no actions of the Consultant's Representative shall relieve the Consultant from any of its obligations or liabilities under this Agreement.

Personnel

4.8 The Consultant shall provide and employ in the performance of the Services only such Consultant's Personnel as are skilled, qualified and experienced in their respective callings such that the said performance is to the professional standards. The consultant shall provide detail of such personnel's credentials for approval of owner before their engagement to the project.

4.9 The Owner shall be at liberty to require the Consultant to forthwith replace any of the Consultant's Personnel employed or engaged by the Consultant in the performance of the Services including the Consultant's Representative who, in the opinion of the Owner, is guilty of misconduct or is incompetent or negligent in the performance of his/her duties or whose engagement is otherwise considered by the Owner to be undesirable. The Consultant shall immediately arrange for any person so changed to be replaced within seven (7) Business Days after such removal at no cost to the Owner.

Employment costs

4.11 As between the Owner and the Consultant, the Consultant shall be fully and exclusively liable for payment of salaries, wages, fees, costs, provident fund contributions, insurance, workmen's compensation reimbursement and other remuneration and all statutory fees and benefits of any kind which may become due to or payable in respect of all of the Consultant's Personnel employed, engaged or otherwise contracted by the Consultant in the performance of the Services.

Registration

4.12 The Consultant represents and warrants that it has all necessary approvals, licenses, PF / Tax registration, sanctions, permits and consents in place, as are

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applicable. The Consultant shall obtain all such further approvals and consents and renew all such licenses as may be necessary during the continuance of this Agreement. The Consultant shall, from time to time, provide copies of such approvals, licenses, sanctions, permits and consents as may be required for verification by the Owner and any statutory authority. The Consultant shall indemnify and shall hold the Owner, its officers, employees and agents (jointly referred to as "Indemnified Persons") indemnified to the fullest extent without any demur against any action, claim or penalty that may be imposed on the Indemnified Persons

5. OBLIGATIONS OF THE OWNER

Owner's Representative

5.1 The Owner shall delegate to the Owner's Representative in writing certain authorities and duties of the Owner under this Agreement and shall deliver to the Consultant a copy of such written delegation. The Consultant shall adhere strictly to the instructions and directions of the Owner's Representative (whether written or oral) given in accordance with such written delegation. The Consultant shall ensure that any oral instruction or direction is confirmed in writing by the Owner's representative and if not done so within reasonable time the Consultant shall write to the Owner as a confirmation.

Information to be furnished

5.2 The Owner shall, without any charge and upon written request, furnish to the Consultant the information & data required, subjected to availability.

5.3 To the extent that the Consultant is required under this Agreement to adopt such information, data, drawings and documents furnished by the Owner, the Consultant shall satisfy itself in all respects as to their completeness, accuracy and correctness. The Consultant shall undertake due diligence in ensuring that these information received are interpreted and valid in the context of the Project. The Consultant shall be restrained and prohibited from raising such issue at a later stage.

Decisions

5.4 Except for instances covered under 5.1 above, the Owner shall give its decision in writing on all matters properly referred to it in writing by the Consultant in connection

with this Agreement within a reasonable time with a view to not delaying or disrupting the performance by the Consultant of the Services.

Approvals

5.5 The approval by the Owner in respect of any matter related to the Services and resulting from the Consultant's recommendations shall not release the Consultant from any of its obligations and/or liabilities under this Agreement.

6. FEES

6.1 In consideration of the Consultant performing the Services, the Owner shall pay the Consultant fees calculated and payable in accordance with **Annexure "B"** to this Agreement, subject to the deduction of statutory dues/ taxes and deductions mentioned under this Agreement unless specified to the contrary in **Annexure "B"**.

6.2 The Consultant undertakes not to make any claim from the Owner regarding any additional costs, expenses or extension of the Services beyond that specifically authorized by the Owner.

7. SAFETY AND SECURITY

7.1 The Consultant shall take full responsibility for the safety of all of its personnel whether within or outside the project site and shall hold the Owner, its officers, employees and agents indemnified to the fullest extent without any demur.

7.2 Each of the Consultant's personnel appointed or employed to perform the Services shall be medically fit and free from diseases and if required by the Owner, the Consultant shall provide the Owner with certification thereof prior to such personnel entering the project site.

7.3 All the Consultant's personnel shall, when performing Services on the project site and any other area designated by the Owner and all Statutory norms for safety at the construction site should be adhered to, and amended by the Owner from time to time.





7.4 The Owner reserves the right to search the Consultant's personnel, vehicles or property entering or leaving the project site and any other area designated by the Owner through Security personnel appointed by it.

8. INFORMATION AND DOCUMENTS

8.1 The Consultant shall at all times keep the Owner duly informed as to its progress in the performance of the Services and shall promptly make available and deliver to the Owner all such information, data, drawings and documents in relation to the Project as the Owner may, from time to time request.

8.2 Upon payment of pro-rata amount due, as assessed by the Owner. All information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services for the Project shall be absolute property of the Owner. The Owner shall be entitled to use or copy such information, data, drawings and documents for use solely with respect to this project.

8.3 All information, data, drawings and documents of the Owner of which the Consultant may become possessed or aware shall remain the Owner's absolute property and shall be of a strictly private and confidential nature and shall be treated as confidential by the Consultant. The Consultant agrees that neither it nor any of its employees, agents, sub-contractors shall be entitled to use the same for any other purpose other than for the performance of the Services under this Agreement.

8.4 All information, data, drawings and documentation developed or prepared by the Consultant in the performance of the Services shall be provided to the Owner in both hard and soft copy. The Consultant shall provide the soft copy form of such drawings a detailed description of the drawing document software version used and the applicable layering standards together with any other applicable protocols and information required for future reading of the said drawings, reproduction and a document archiving management system.

8.5 During the term of this Agreement or thereafter, the Consultant shall not, except in terms of this Agreement, in any manner disclose the information or any part thereof without the prior written consent of the Owner. All information shall be returned forthwith by the Consultant to the Owner on the earlier of: (a) expiry or termination of this Agreement; and (b) on demand from the Owner



9. CONFIDENTIALITY

9.1 "Confidential Information for the purposes of this Agreement means any oral, written and electronic information in relation to the business of the Owner and/or its Affiliates, including any business and financial matters, employee and customer information, and in relation to the Project including any Project finances, Project design, Project planning, Project progress, Project leasing and sales, governmental relations between any government agency and the Owner and its Affiliates, as well as all the Owner documents or any information in respect of the Project produced or developed or obtained by the Consultant in connection with the Project prior to, during or following the completion of the Project but shall not include (a) information that is or has become part of the public domain through no action, directly or indirectly, attributable to the Consultant; and (b) information that is subsequently disclosed to the Consultant by a third party with no obligation of confidentiality

9.2 The Consultant undertakes to keep confidential and not to disclose to any third party without the prior written consent of the Owner any Confidential Information or similar information supplied by the Owner or its Affiliates or obtained by the Owner as a result of this Agreement (or any discussions prior to the execution of this Agreement) relating to the Project except as may be necessary for performance of this Agreement. The Consultant accepts that such information is valuable and secret and that any unauthorized disclosure of such information would be likely to cause the Owner unquantifiable loss and damage. Disclosure of such information to the receiver's own employees and subcontractors shall only be on "a need to know" basis. The recipient shall procure that each of its Personnel and subcontractors involved in carrying out the recipient's obligations shall also keep all such information confidential at all times and, if the discloser so requires, shall procure the execution of confidentiality undertakings by such Personnel and subcontractors in the form acceptable to the discloser.

9.3 The Consultant agrees not to divulge to any third parties, without the written consent of the Owner, any Confidential Information provided that the Consultant may disclose the Confidential Information to:

- (i) such third parties on a "need to know basis" as may be required for the performance of its obligations under the Agreement hereunder provided that such third parties agree not to disclose such Confidential Information,





- (ii) any governmental authority to the extent required by applicable law as prevailing and in force from time to time, or
- (iii) its personnel to the extent required for the performance of its obligations under this Agreement and to any sub-contractor to the extent required for such sub-contractor perform its obligations under any sub-contract, provided that each such Consultant personnel and each such sub-contractor shall confirm and undertake to be and to remain bound by a similar obligation of confidentiality as is applicable to the Consultant.

9.4 The Consultant /Consultant's Personnel shall not, without having first obtained the express prior written approval of the Owner which shall not be unreasonably withheld, either during the currency or after termination of the Agreement issue, disseminate, publish, cause to publish or divulge to any third party, alone or in conjunction with any other person, any information, article, drawing, photograph, illustration or any other publicity relating to this Agreement or the Project generally or use such information for any purpose other than performing the Services, unless the documentation is already in the Public Domain. However, subject to prior approval of the Owner which shall not be unreasonably withheld, the Architect may use the said documentation for the purposes of in-house addition to the knowledge Management bank.

9.5 The Consultant shall not make or permit or authorize the making, commenting or refuting of any press releases or other public statement or disclaimer concerning this Agreement or the Project without the previous written consent of the Owner.

9.6 If so requested by the Owner, the Consultant further agrees to require the Consultant personnel and its sub-contractors to execute a nondisclosure agreement prior to performing any Service under this Agreement. However, in all such cases the Consultant shall be responsible for any breach of its obligations of confidentiality hereunder or by its personnel, agents, representatives and its sub-contractors and shall be liable to indemnify the Owner and its Affiliates in respect of any damages arising out of any breach of this Article.

9.7 The Consultant acknowledges and agrees that any violation of the confidentiality obligations contained in this Agreement will cause the Owner and/or its Affiliates irreparable injury for which adequate remedies are not available at law. Therefore, the Consultant agrees that the Owner and/or its Affiliates shall be entitled to enforce the covenants set forth above, shall be entitled to an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the defaulting party from committing any violation of the

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confidentiality covenants and obligations contained in this Article. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Owner may have under this Agreement or at law or in equity

9.8 The Consultant shall promptly deliver and shall ensure that its sub-contractors deliver to the Owner (in formats and to such address as may be specified by Owner) on termination of this Agreement all materials and copies thereof (whether in hard or electronic format) containing, directly or indirectly, all Confidential Information.

9.9 The obligations/responsibility of the Consultant under this Article related to the design as executed by the consultant shall continue indefinitely notwithstanding the expiration or termination of this Agreement.

10. SITE INSPECTION & VISIT

10.1 Consultant shall make all necessary site visits on as and when required basis, free of cost till the 'design development stage'. However, consultant's site visits at 'during construction stage' and 'post construction stage' shall deemed to be reimbursed as depicted in **Annexure-"B"**.

11. INTELLECTUAL PROPERTY

Protected rights

11.1 The Consultant shall fully and effectively assist and undertakes to indemnify the Owner (including without limitation its personnel, sub-contractors, representatives and agents) against all claims, losses, fees, expenses, liabilities, costs, actions, demands or damage which may be made against it or which it may incur as a result of or in connection with any infringement or alleged infringement or any exercise or alleged exercise of the rights protected by any patent, registered design, copyright, trade mark, trade name or other industrial or intellectual property right protected by law and arising by reason of the performance of the Services and the use by the Owner in relation to the Project of any information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services.

11.2 The obligations of the Consultant under this Article shall survive the expiration or termination of this Agreement.





12. REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT

12.1 The Consultant hereby warrants and represents to the Owner that -

- a) It is an organization duly incorporated under the laws of the jurisdiction in which incorporated and has the full power and authority to enter into this Agreement and perform the services and it has the necessary infrastructure to duly perform the Services under this Agreement
- b) It shall ensure that the Services are performed to the highest standards of professionalism and skill and otherwise in accordance with the instructions, specifications, procedures, standards, guidelines, timeframe, if any, as are issued from time to time, by the Owner for the performance of the Services to the satisfaction of the Owner.
- c) It shall ensure that the Services under this Agreement are rendered in such a manner as to not adversely affect the reputation and goodwill of the Owner.
- d) It shall maintain proper and accurate records relating to the conduct of the Services, if any, under this Agreement during the term of this Agreement.
- e) It shall be responsible for its corporate and personnel taxes, if any, and shall indemnify and hold harmless the Owner for any liability in this regard.

13. INDEMNITY

13.1 The Consultant shall indemnify, defend and hold harmless the Owner, its officers, employees and its representatives and agents from and against any and all claims, demands, losses, liabilities, expenses (including reasonable attorney fees), costs, actions, demands or damage or loss resulting from: (a) acts of negligence or omissions of the Consultant or its personnel, sub-contractors, representatives and/or agents; (b) destruction to any property or injury to or death of any person, including the employees and representatives of the Owner arising out of acts of negligence or omissions of the Consultant; or (C) failure to comply or breach of the provisions of this Agreement.

13.2 Notwithstanding anything to the contrary contained elsewhere in the Agreement or otherwise, in no event shall the Owner be liable to the Consultant or its personnel or any sub-contractor for any loss of profits or other incidental, indirect, special,



exemplary, or consequential damages and any liability by the Owner to the Consultant shall be limited to the Fees paid to the Consultant.

14. SUSPENSION

Due to any changes in government policies, unforeseen reasons, etc. the Owner may at any time by notice in writing to the Consultant suspend in whole or in part the performance by the Consultant of the Services. At any time thereafter, the Owner may by a further notice in writing to the Consultant require it to recommence, in whole or part, the performance of the Services so suspended. No compensation of any kind, whatsoever, shall be payable by the Owner to the Consultant for the period for which the performance is suspended.

15. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

15.1 This Agreement shall commence on the Effective Date / signing of this agreement and continue till its expiry or otherwise until such time it is terminated by either Party as hereinafter provided.

15.2 The Owner may at any time by written communication to the Consultant terminate this Agreement by giving 30 days advance notice.

15.3 The Owner may by notice in writing to the Consultant terminate this Agreement:

15.3.1 If the Consultant commits any breach of the terms, conditions or provisions of this Agreement to be observed or performed and does not, if such breach be remediable, but the Consultant fails to provide remedy for the same within Seven (07) Business Days of receipt of notice of the breach; or

15.3.2 Immediately if the Consultant becomes insolvent, is unable or admits to its inability to its debts as they fall due, compounds with or negotiates for any composition with its creditors generally, enters into liquidation (whether compulsory or voluntary), has a receiver appointed of all or any of its assets, or otherwise comes under the jurisdiction, management or control of any court or official at the instance of the creditors or any partner commits any act of bankruptcy or is adjudicated bankrupt.



15.3.3 Non-performance/ breach in the delivery parameter.

15.4 The Consultant may by notice in writing to the Owner terminate this Agreement :

15.4.1 Immediately if the Owner becomes insolvent, enters into liquidation (whether compulsory or voluntary), has a receiver appointed of all or any of its assets, or otherwise comes under the jurisdiction, management or control of any court or official at the instance of the creditors or any partner commits any act of bankruptcy or is adjudicated bankrupt.

15.5 Consequences of Termination

Termination of the Agreement shall be without prejudice to either Party's rights or obligations which have accrued till the date of such termination;

15.5.1 The consultant shall immediately upon termination and upon payment of pro-rata due payment (as mutually assessed by the Parties) deliver to the Owner all information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services. The owner shall be at liberty to use the concepts, drawings & documents as and when required for the existing / future projects.

15.5.2 Delivery of documents

Forthwith after any termination, the Consultant shall without any delay whatsoever ---

15.5.2.1 deliver to the Owner all information, data, drawings and documents being the property of the Owner or otherwise relating to the Owner or its business, secrets, dealings, transactions or affairs, then in its possession or under its control in so far as the same relate to the Services.

15.5.2.2 The Consultant shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which might have been derived by the Consultant from the execution of the service in full, but which Consultant does not derive in consequence of the full amount of the service not having been carried out. The Consultant shall be paid professional fees up to the stage for which the Service have been rendered and invoices submitted to the Owner. Such invoices shall be submitted within 30 days of the termination written notice given by Owner. In the event of such termination the status of work executed as on date of termination shall be promptly notified by the Consultant to the Owner & same shall be verified by the Owner. Further, the Consultant shall handover to the Owner all drawings, details and calculations up to the stages executed by the Consultant as aforesaid.



16. DISPUTE RESOLUTION

16.1 Save as otherwise provided in this Agreement, should any dispute of whatever nature arise out of or pursuant to or as a consequence of or attributable to this Agreement including without limitation its interpretation or the interpretation of any provision hereof or its termination or cancellation for any reason, either Party may notify the other about the dispute in writing and the Representatives of each Party shall meet as soon as possible after such notice in order to attempt to negotiate an amicable resolution of such dispute.

16.2 Such a meeting shall take place at such time as may be agreed upon between such Representatives or failing such agreement within Seven (7) Business Days of the date of the notice. The discussions and negotiations to resolve the dispute shall take place at the project site and shall be conducted in good faith.

16.3 Should the Representatives be unable to resolve the dispute within Seven (7) Business Days of the notice of dispute, the Chief Executive Officers of the Parties (or their duly authorized representatives) shall meet within Three (3) Business Days either at the project site or using electronic communications in order to attempt to negotiate an amicable resolution of such dispute.

16.4 In case the Parties are unable to settle their disputes as above, the same shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force, by a sole arbitrator selected mutually by the Parties. Costs of arbitration shall be shared equally by the parties. The arbitration shall be held in English language at an appropriate location in Delhi.

16.5 The decision of the arbitrator shall be final and binding upon the Parties

16.6 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except to its own representatives and any government/judicial authority as may be necessary.

16.7 The provisions of this clause constitute an irrevocable consent by the Parties to any proceedings in terms of this Article and neither Party shall be entitled to withdraw from it or claim at any such proceedings that it is not bound by such provision.

16.8 The Consultant shall however continue with their respective obligations during such arbitration proceedings.



17. AUDIT

17.1 The Owner may, with a prior notice of three (3) Business Days, audit the Consultant's compliance with this Agreement (for example statutory compliances etc.) provided that any such audit is carried out in a reasonable way so as to cause as little disruption as is reasonably possible to the performance of the Services and Consultant's other business.

17.2 Where the Owner has reasonable grounds to believe that the Consultant is not complying with its obligations under this Agreement, an audit may be carried out at a notice of less than seven (7) Business Days.

17.3 Consultant shall provide all assistance reasonably requested by the Owner in relation to any audit, including access to Consultant's personnel, records and premises in so far as they relate to the Services under this Agreement.

17.4 The Owner may engage third party advisers, who shall not be the competitors of the Consultant, to undertake any audit.

Audit fee if any to be borne by the Owner.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and (to the extent permissible by law) supersedes all prior agreements, communications, representations, writings, negotiations or understandings with respect to that subject matter.

19. VARIATION

22.1 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties. For the sake of clarity, it is confirmed that the Agreement shall not be varied by way of correspondence alone.



20. INDEPENDENT CONSULTANT

20.1 Nothing in this Agreement shall create or be deemed to create a partnership or an employer-employee relationship or a joint venture between the Parties and/or their respective Affiliates.

21. INVALIDITY

21.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

22. GOVERNING LAW AND JURISDICTION

22.1 Any and all matters arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of the Republic of India.

22.2 The Parties agree to submit themselves to the sole and exclusive jurisdiction of the Courts of Delhi.

IN WITNESS WHEREOF Mr. for and on behalf of the Owner and Shri Utkarsh Kothari for and on behalf of the Architects do hereunder set their hands the day, month and year first above written.

For & on behalf of the OWNER



N.N. Gupta
Registrar
SGT University
Budhera, Gurugram

(Authorized Signatory)

Witness:



1.

2.

For & on behalf of the ARCHITECTS



(Utkarsh Kothari)
Proprietor



Witness:

1.

2.

