

## **Terms & Conditions of Engagement with Scale of Charges for Architectural work**

1.1 The selected pricing plan is applicable for a plot area not more than 1,800 sft. if the plot area exceeds 1800 sft. Then additional charges will be applicable @ Rs. 2 / sft.

1.2 Maximum 3 revisions will be given per plan.

1.3 In the economy package only PDF format file will be provided, no DWG format will be rendered.

1.4 Site physical dimensions, orientation and local bylaws are to be provided by the client, in case of any breach / mismatch Maanvik Designs will not be held responsible for the same.

1.5 Soil bearing capacity and structural strength requirement for the building should be carefully checked physically by the local contractor/ Site Engineer before executing the design. Maanvik Designs will not be held responsible for unforeseen structural defects in the building.

### **2. SCHEDULE OF PAYMENT :**

2.1 Payment in the economy package is required to be made upfront as advance.

2.2 Payment in Gold and Premium packages will be done in 2 instalments, an advance payment of 50% of the total package amount at the time of booking and balance 50% when the entire drawing set is ready before the final delivery.

### **3. Timeframe of Service delivery:**

3.1 After all the requirements of the client are registered by us, we will take a minimum of 3 working days for the first drawing to be delivered and subsequent drawings will be delivered in a period of 10 working days.

### **4. INDEMNIFICATION :**

In the event that a claim or suit is brought against the Architect by any third party for damages arising from personal injury or property damage caused wholly by the Client, or anyone employed by the Client, or anyone for whose acts the Client may be held responsible, then the Client shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Architect may incur in connection therewith.

### **5. OWNERSHIP OF COPYRIGHT :**

Architectural design will be an intellectual property of Maanvik Designs. The drawings, specifications, documents and models as instruments of service are the property of the Architect whether the project, for which they are made, is executed or not. The Client shall retain copies of the Architect's models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be



used for any other project by the Client or the Architect or any other person, except for the repetition as stipulated in the Scale of Charges.

## **6. INTERPRETATION :**

In case of any ambiguity or difficulty in the interpretation of the Conditions of Engagement and Scale of Charges, the interpretation of the Council of Architecture shall be final and binding on the Architect and the Client.

## **7. ARBITRATION :**

All disputes or differences which may arise between the Client and the Architect under "Conditions of Engagement and Scale of Charges" with regard to the meaning or interpretation or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, Council of Architecture. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator shall be final and binding on the Architect and the Client.

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