

# TRAVEL FOOD SERVICES PVT LTD

## REVISED WORK ORDER

**WO No.: TFSP/BLORE/21-22/CP332**

**Date: 20<sup>th</sup> January 2022**

(This work Order supersedes the earlier WO No: BLSPL/BLORE/21-22/CP49)

**To,**

**Aura Designs**

C-45 North Bombay CHS,  
Opp. J. W. Marriot Hotel,  
Juhu TAURA Road, Juhu,  
Mumbai- 400049

Kind Attn. – Mr. Sahidul Shaikh / 9833639358 / [sahidul@auradezyne.com](mailto:sahidul@auradezyne.com)

**Subject:** Work Order for Design Tender Development, Interior Design Works, Documentation, Decoration, GFC & BOQ, Design Management Fee Proposal, coordination, Interior Design related co-ordination & periodic / timely supervision during site execution for Food & Beverages Project situated at and within the premises of Terminal 2, Bengaluru International Airport.

Dear Sir/Madam,

With reference to your quotation and based on the discussions and email communications, we had with you; we are pleased to award the contract as per the works mentioned in above subject for our Food & Beverages Project at & within premises of Terminal T2, Bengaluru International Airport. The Terms and conditions which have been mutually discussed and agreed between us are enlisted below:

**Definitions:**

Except where this Agreement otherwise expressly provides, the following words and expressions shall have the meaning hereby assigned to them:

**Agreement** means this agreement and any schedules and annexure thereto, and shall include any modifications, alterations or deletions thereto agreed by the parties in writing;

**Approvals** means authorizations, consents, licenses, permits, clearances and permissions required or to be obtained related to Interior Designing for the purposes of the Project;

**Authority** means any regulatory, executive or other governmental body, any agency, department, commission, office, authority or a statutory body constituted pursuant to any legislation of the Government of India or of any

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political sub-division thereof, including planning and local government authorities and any authority having control over the grant of any Approval;

**Authorized Representative** means the Company's representative under this Agreement, Ms. Shama Nair, and GM - Project or such other person[s] as may be designated in writing. For all practical purposes, the Authorized Representative shall act in close co-ordination with PMC being appointed.

**Applicable Law** means all applicable Indian statutes, enactments, acts of the state legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, statutory authority, tribunal, board, court, as may be applicable;

**Company / Client** means Travel Food Services Pvt Ltd (TFS)

**Interior Designer Consultant** means Aura Designs or Aura Dezyne (AD)

**Contractor** means as may be appointed by Company from time to time.

**Defects Liability Period** is Six (6) month from the date of Virtual Completion for commercial operations or such (extended period) beyond the said one year as may be needed for rectification of defective works arise due to design, specification, flaw during which period the CONSULTANT shall continue to be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of such defect or deficiency carried out by the CONSULTANT.

**Final Completion** means the date by which a final certificate has been issued by the COMPANY following completion of snag list and handover and completion of defect rectification work in all respects, and following which the COMPANY can draw up a final account in respect of the Project concerned;

**TFS** means Travel Food Services Pvt Ltd

**Other Consultants** means collectively all other consultants apart from the Consultant engaged by the Company for the purposes of the Projects, including but not limited to the PMC, design consultants, kitchen consultants, amongst others;

**Party/Parties** means either the COMPANY or the CONTRACTOR/CONSULTANT and collectively as the 'Parties'

**Premises** mean collectively such part or parts of Food & Beverages Project of Terminal T2 situated at and within the premises of Bengaluru International Airport.

**Project/Project Consultancy** means the design, consultancy, and all other work and services required whatsoever to be carried out on behalf of the Company with regards to the fit out of the Premises.

**Project Manager / Project Manager Consultant (PMC)** means the person or company appointed as such to act as the PMC (the "PMC") and is authorized to act on behalf of the Company in all day-to-day activities including the management, supervision, progress monitoring and certification of all invoices for the entire project. The PMC shall

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be the single point of contact for taking clearances and making decisions in consultation with the Company's Representative/Consultants.

**Virtual Completion** shall mean completion of all works, clearing the work site, handing over and de-mobilization of all equipment and enabling works all to satisfaction of PMC/Company.

## 1. TERMS AND CONDITIONS

### I. SCOPE OF WORK AND SERVICES:

AURA DEZYNE shall take written approvals from the Client's (TFS) Authorized Representative ("Authorized Representative") and maintain record thereof, before issuing of GFC drawings, BOQ Materials List.

TFS Authorized Representative for the project: Ms. Shama Nair – shama.nair@travelfoodservices.com

Mr. Vaibhav Doshi – vaibhav.doshi@travelfoodservices.com

The Scope of Work is for the below mentioned outlets:

1. Check-in Hall: CBTL Kiosk.
2. Domestic SHA: The Irish House F&B Unit
3. Domestic SHA: International Gourmet Food / Bespoken F&B Concept to be developed.
4. Domestic SHA: International Gourmet Food / Bespoken F&B Concept to be developed.
5. International SHA: The Irish House F&B Unit
6. International PIER: CBTL Kiosk.
7. International SHA: International Chef Driven F&B Concept to be developed.

Note:

1. If any changes in the brands to be made for any of the above outlets will be discussed mutually.
2. If any units will be divided into 2/3 outlets or more, which will be additional charged as per the Concepts.

### PACKAGE A:

#### **DESIGN TENDER DEVELOPMENT:**

For each of the tender which is to be submitted by BLR Lounge Services Pvt Ltd (hereinafter referred to as "BLR") shall include the following work (hereinafter referred to as "Work") which shall be performed by Aura Dezyne (hereinafter referred to as "Aura Dezyne"):

- a) Development of Floor Plan;
- b) Key Elevations and Key Sections to explain the Concepts;
- c) Still renders to show the design intent as per requirement;
- d) Shop front elevation;

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- e) Reflected ceiling plan;
- f) Concept note / write ups;
- g) Digital material board;
- h) Walk Through / VR 360 for all individual locations. (Cost will be extra on actual.)

## **CONCEPT & SCHEMATIC DESIGN:**

The essence of all work in this phase is to develop a conceptual premise for the interior & equipment planning such that it augments the functional requirements of the brand format.

- Layout with options (Structural clearances to be given by the structural consultant appointed by TFS/BLR)
- Concept Plans, Visual Designs & material & Finishes Presentation.
- Development of Floor plan, Elevation & sections to explain the concept
- AURA shall develop conceptual interior design solutions for all areas listed based on the standard brand prototype.
- AURA will get the approvals on the zone plans. AURA shall outline all specifications of materials.
- AURA will provide detailed Interior design.
- To suggest material, design alternatives to Client in order to complete the project in budget, time and Operational requirements, it to be mutually closed with TFS / BLR.
- To coordinate with TFSPL/BLR for Interior design requirements & their Approvals.
- To solve design issues/queries within time lines during this phase.
- Incorporate comments and any requirements raised by the client (TFSPL/BLR) and the design team and further refine the approved schematic design.
- Coordinate Structural, mechanical, and plumbing issues with BIAL and MEP Consultant. (All the Consultant has to be assigned by Client during Phase 2)
- Ensure that all designs are fully coordinated with the architectural, MEP services, Kitchen design and structural plans, provided by the design consultants. (MEP Services Team / other team has to be assigned by Client during Phase 2).

## **DESIGN AND DEVELOPMENT:**

- a) The schematic Design shall be refined during Design Development to establish more detailed plans. Design Development will take the form of fully coordinated design of all components (TFS / BLR has to share the budget during Phase 1 of Package B.)
- b) AURA shall also:
  - (1) Provide design detail information for each design element.
  - (2) Digital Sample Board of the material to be used.
  - (3) Provide information required to illustrate the design, intent of the design elements, information to be suitable for coordination with other consultants

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- (4) Provide detailed design drawings, including plan layout, level plans, sections and sketches of key areas, special feature plan (if any, shall be provided by the vendor in conjunction with Aura), lighting plan, proposed materials.
- (5) Be present in a preliminary design development presentation to the client (BLR) and design team.
- (6) Be present in a final design development presentation to the client (BLR) and the design team.
- (7) The deliverables by the interior designer/ firm shall include design information not limited to the following:
  - Plans: reference plan, setting out plan, Reflected Ceiling Plan (RCP), furniture layout plan, electrical layout, etc.
  - Sections
  - Enlarged plans for all minor and major elements and details
  - Material sample images and specifications: Stone, wall covering, paint scheme, accessories, fixtures and fittings, hardware (brand specifications) etc.
  - Lighting and special features (if any) specifications and images sufficient for coordination with the design team. Technical specifications detailing and information pertaining to lighting and special features (if any) shall be provided by lighting and water feature specialists respectively. Basic lighting layout to be done by Aura, rest detailing designing along with detailed specifications to be carried out by the lighting designing consultancy, which shall be appointed by TFS / BLR with separate work order.
- (8) AURA must take approval from Authorized Representative of TFS / BLR for any design changes, changes in schematic drawings, services, or any item that may have an impact on the budget.
- (9) AURA shall further develop interior designing solutions and incorporate any changes requested by the TFSPL/BLR brand owner team to accommodate design and architectural modifications and budget requirements.

## **CHANGES IN DESIGN / DESIGNS:**

1. Schematic Preliminary and Detailed design documents shall be furnished by AURA; TFS must sign off and approve the same by all the respective Production & Operation Team. If the client wishes to change work /concepts he has already approved, the fees for these changes will be additional depending upon the changes made but not applicable for minor changes.

## **DETAILED DESIGN DEVELOPMENT STAGE & DOCUMENTATION:**

The objective of all work in this phase is to fine-tune the concepts and schematics developed in Phase 1, such that all concept details and conditions can be coordinated and develop a cohesive package of designing information that can then be used by the Execution Team / TFSPL/ BLR team to develop and coordinate the project.

- a) AURA shall attend meetings / workshops with owner and respective team at designated place for interior and equipment designs issues.
- b) AURA shall provide updated interior (in the form of plans, elevations, sections, site plans and details as per requirement) on background drawings furnished by design team at the current phase.

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- c) AURA shall provide final design drawings set.
- d) AURA shall participate in value Interiors designing related exercises and revisions after the completion of the Design Development Phase.
- e) Design Package based on Approved Concept shall include:
  - Detailed plans, elevations, sections, working details
  - FOH & BOH layout
  - Seating layout
  - Flooring layout
  - False ceiling / RCP
  - Basic Lighting Design
  - Fixed & Loose Furniture (selection details to be shared by AD from the selected suppliers)
  - Art, Décor, Signage package (signage locations to be marked as per the operation requirement, detailed art work to be shared by TFS / BLR marketing team)
  - Detailed internal elevations and sections
  - Detailed shop front details to be done by Aura.
  - LED TV location detail
  - FIDS location detail

## **CONSTRUCTION DOCUMENTATION:**

Below the objective of all documentation produced at this stage is such that the outlets could be executed, and the appointed agency / contractor are able to accurately execute the outlets.

1. AURA shall provide complete set of Interior Layouts with Legends, Notes and related information.
2. AURA shall provide fully dimensioned interior on background drawings furnished by design team at the current phase.
3. All materials specifications, schedules, and fixture cut sheets.
4. GFC (Good for Construction Drawings) - 1 nos Hardcopies (A1) and Soft copy (Auto-Cad & PDF version)
  - Prepare Issue and Maintain GFC design drawing and Schematic design drawing.
  - Flooring Layout
  - All Elevations & Sections
  - False ceiling Details and sections
  - Details of fixed and Movable Furniture.
  - Design of wash rooms
  - Internal Graphics placement (in joint coordination with BLR Ops & Marketing Team)
  - External Signage Location (in joint coordination with BLR Ops & Marketing Team)
  - Door schedule
  - Hardware details
  - FF&E
  - Material Specification

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## **PACKAGE B:**

### **KITCHEN DESIGNING:**

- a) Review of detailed design & layouts of different areas covering the following physical areas –
  - All FOH and BOH areas.
  - Any such other area as required.
- b) Reviewing all areas in auto cad 'to scale' layouts.
  - Review Plumbing / drainage inlet/outlet point indication drawing/layout.
  - Review Electrical point indication drawings/layout.
  - Review Hot Zone drawings with CFM requirement for the hoods and general ventilation grills.
  - Review exhaust and ventilation system point indication drawing/layouts with specification of material

### **PROJECT ASSESSMENTS:**

1. Site assessment by Principal Designer & other team.
2. Making & Sharing of Site assessment report to client.

### **COORDINATION WITH OTHER AGENCIES:**

1. Co- ordination/ meetings of Principal Designer with assigned Consultants / Agencies for these Projects.

### **BUDGET & TENDERS:**

1. Project Budgeting & Analysis.
2. Interiors BOQ & Co-ordination with respective Team.
3. Carry out Value Engineering exercises comprising the investigation of alternative materials and design solution, to achieve cost effective aesthetic solutions, based on the mutual agreed budget closure.
4. Estimated construction cost report prior to project execution, based on the mutual agreed budget closure.
5. Kitchen FOH & BOH areas Equipment Budgeting.
6. Detailed Tender BOQ of Kitchen Equipment.

### **CONSTRUCTION ADMINSTRATIVE:**

This phase shall involve coordination during accurate execution of design intent, and will include fine-tuning, focusing on brand standards.

1. AURA shall assist with coordination and responses as required.
2. AURA shall share physical mood boards. 1 no.
3. AURA shall review all materials being used for conformance to the intent of AURA's designs and specifications.
4. AURA shall review and evaluate proposed substitutions.
5. AURA shall perform minor and reasonable changes or modifications to the original design to conform to regulatory code, safety regulations or site conditions. AURA shall supervise the execution of the construction of the outlet.

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6. Release drawings and specifications in stages to the client (TF SPL/BLR) in order to review the documents and to facilitate the design consultant's integration of the same into the main work package. The frequency of the deliverables shall be agreed upon by the Project Manager and Design Consultants with the client (TF SPL/BLR).
7. AURA shall review the back of the house with the brand production team.
8. AURA shall issue punch list on finishing, materials, execution specified by AURA.
9. AURA will communicate with BIAL for any kind of approval, permissions or any kind of administrative work, TFS / BLR team shall also be in loop during any such clarifications required. AURA will communicate through TFS /BLR Project Team
10. AURA shall be available by phone and internet to assure continued communication and collaboration.
11. Prepare Snag list jointly with TFS / BLR Projects team.
12. Provide and assist in selection, identification, negotiation of supplier and equipment's.

## **WORK SCHEDULE:**

- **Completion period of this designs** will be based on the Tender awarded timelines. Aura shall ensure all the Interior & kitchen designs are completed to the satisfaction of TF SPL / BLR within committed timelines (This completion period includes all holidays including weekly holidays, local and public holidays and other non-working days (caused by inclement weather, rains, others) if applicable.
- Ensure materials used are identical in terms of quantity and quality as mentioned in the Bill of Quantity or Approved by TF SPL/BLR, jointly with TFS / BLR Project Team.

## **II. CONTRACT VALUE**

**Total work order value shall be INR 12,000,000/- (Rupees One Crore Twenty Lacs Only) plus 18% GST as applicable.**

**The order value is calculated on a lumpsum basis irrespective of the area, there will be no price escalation for whatsoever reason during the course of the project.**

### **Package A:**

Designing & Concept Development – Rs. 80,00,000 (Rupees Eighty Lacs Only) plus 18% GST as applicable

Design and Concept development of all outlets to be within the budget given by BLR along with this work order, any over spend on any of the outlets during construction (even if monitored by any other agency appointed by BIAL/BLR) will be debited to Aura Design. The debited amount will be 10% of the contract amount of INR 80,00,000/-:

Any brand or design changes which includes those suggestion by BIAL for any particular outlet will be carried out by AD without any additional cost.

These fees mentioned are for Cluster A & B of the BLR F&B tender document. The fees applicable for all outlets will be as per the attached annexure and as follows:

1. 60% will be paid upon completion of tendering stage
2. 40% will be paid outlet wise proportionately only based on the award by BIAL.

### **Package B:**



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Construction, Added Services & Periodic / timely Supervision – Rs. 40,00,000 (Rupees Forty Lacs Only) plus 18% GST as applicable (provided the Package B work is awarded to AD).

These fees mentioned are for Cluster A & B of the BLR F&B tender document. In case, if BLR is awarded with either of the Clusters by BIAL then the fees will be applicable only for those outlets, which BLR informs Aura to undertake the scope of work under Package B.

Aura Dezyne		TFS	
GST No	27ACWPK3931A1ZL	GST No	29AADCB2762L1ZE
SAC No	Accounting Code: Interior Decorator Services Heading: 9983 Group: 99839 Service Code (tariff): 998391	SAC No	

The above contracted rate does not include charges of travelling to outstation sites, lodging and boarding. All these charges shall be borne & arranged by TFSPL / BLR. Local expenses / charges will be reimbursed by TFSPL within 15 working days at actual against submission of bills and vouchers.

**Note:**

- 1) Site Visits will be as per mutually agreed and as required by TFSPL/BLR.
- 2) TFSPL/BLR will reimburse outstation site visit cost of 1 person only per visit. Any extension of stay or any additional person cost above the permissible limit needs to be approved in writing by TFS project head. To be discussed jointly with TFS Project Team.
- 3) TFSPL/BLR will reimburse such additional cost only against approved documents and invoices.
- 4) Travelling will be from economy class by Air (and Business Class for Principal Design)
- 5) Consultant accommodation will be at TFSPL/BLR contracted hotels or at any other hotel at cost equivalent to rates as contracted by TFSPL/BLR. (and Five Star Hotel accommodation for Principal Designer)

The rates quoted are inclusive of cost of any material related to mood board, transport charges, communication charges, etc., As Built Drawings and any all documentation required is included in the rates and forms part of this Work Order. Similarly, all costs for rectification and reconstruction of drawings, layouts, BOQ's etc for work during construction and during the period of Defects Liability shall be deemed to be included in the rates quoted in the BOQ.

**III. BUDGET CONTROL for Package B (As per attached Annexure)**

The overall agreed budget for this Project situated at and within the premises of Bengaluru International Airport is as per annexure inclusive of all material, services, equipment's, furniture, fixtures, applicable GST, excise duty, all government levied taxes, service charges, labour charges, loading and unloading charges, transportation charges, packing charges, any other government levies, toll & Octroi, any such other expenses and charges etc. and subject to tax deducted at source as per law.

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**This budget as per annexure specified above will include Supply & Services, Providing & Fixing, Erection, Installation, Testing, Commissioning of:**

- Entire architectural, interior fit-out, fixed and loose furniture, soft furnishings, art, decor and artifacts, Decorative Items, Signage's & Graphics, LCD's etc.
- Civil works,
- Flooring, Walls & Ceiling Entrance Beautification, any Prop/Showstopper design/element,
- Interiors Include Civil, POP & false Ceiling, Paint & Polish,
- All work Order to be released by TFSPL / BLR to the appointed contractor/Consultant.
- Crockery, cutlery, glass ware, small ware, buffet ware, storage & bins and uniforms is not included in the budget as per annexure and shall be additional expenses at actuals.

## **Budget Terms & Conditions for Package B:**

- a. It is agreed that Aura Dezyne execute all the assigned Projects within the current capping as per the annexure / overall capping.
- b. AD will highlight the overspending immediately before commencement of the work and take BLR's approval on the same.
- c. Extra items mean items of work not covered in this Work Order / Proposals. Aura Dezyne shall take prior approval from TFSPL/BLR before proposing / commencing any work related to any extra Item. TFSPL/BLR may ask rate analysis of all such items. Aura Dezyne shall propose /will issue for execution the work only after rates for such extra items are duly approved by the TFSPL/BLR.

## **IV. PAYMENT TERMS & BILLING PROCESS**

**This Work Order TFSPL/BLORE/21-22/CP332 supersedes the earlier Work Order No: BLSPL/BLORE/21-22/CP49 and here forth WO No: BLSPL/BLORE/21-22/CP49 shall stand cancelled and terminated.**

### **(i) Running Account (RA)**

**AURA** shall raise Running Account (RA) bills on client TFS, as mentioned below:

- Payment of Rs. 52 Lacs plus GST 18% has already paid to Aura Designs as advance vide our earlier PO No: BLSPL/BLORE/21-22/CP49. The same shall be accounted and adjusted vide this revised work order.
- Balance payments shall be paid as per the working payable as attached basis the tender won by TFS for Blore F & B Project and as per agreed terms of contract.

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PAYMENT SCHEDULE			
Sr. no	Work description	Work Stages	Payment Ratio
	<b>PACKAGE A: Designing &amp; Concept Development</b>		
1	45% Advance of Rs. 80 Lacs plus 18% GST	<b>PAID</b>	45%
2	15% of Rs 80 lacs plus GST 18% post submission of the Final F&B Tender docket for submission to for bidding	<b>PAID</b>	15%
3	20% of Rs. 80 Lacs plus GST 18% post F & B Tender Package awarded to BLR by BIAL and against submission of Detailed drawings & FF&E Documents		20%
4	20% of Rs. 80 Lacs plus GST 18% post F & B Tender Package awarded to BLR by BIAL and against submission of Construction Documents		20%
	<b>PACKAGE B: Construction &amp; Added Services</b>		
1	10% of Rs. 40 Lacs plus 18% GST for Kitchen Designing Order of tender document to BLR	<b>PAID</b>	10%
2	30% of Rs. 40 Lacs plus 18% GST post award of tender document to BLR		30%
3	40% of Rs. 40 Lacs plus 18% GST Post Appointment of all the vendors & contractors		40%
4	20% of Rs. 40 Lacs plus 18% GST After completion of construction & handover of project as per satisfaction of TFSPL/BLR		20%
	<b>Cheque favouring in name of "Aura Designs"</b>		

The invoice shall be supported with:

- A covering note outlining the work performed and references to the corresponding progress claimed to have been performed.

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- Invoice duly approved by **Authorized Representative of TFSPL/BLR**.

(ii) **Final bill**

Aura Dezyne shall submit the final bill tax invoice after the handover letter issued to the Authorised Representative of TFSPL/BLR. The same shall be paid after satisfactory completion and handover of the Interior Designing works to be performed and after due rectification of defects/snags to the satisfaction client, jointly with TFS / BLR Project team.

## **V. REPORTING**

The CONSULTANT shall also have to report any deviations, issues and bottlenecks to the **Authorized Representative** on an immediate basis to ensure completion of Works as per the schedule.

## **VI. DELIVERABLES FROM AURA**

- To submit tender proposal including interior design drawings to Authorized Representative of TFSPL/BLR in soft copy (Auto Cad & PDF format) within 45 days from the date of receipt of approval of drawing from TFSPL/BLR.
- Materials & Vendor proposal to be given by AURA & selection will be done by TFSPL/BLR. . (Part of Package B)
- Negotiation with Vendors will be done by TFSPL/BLR. . (Part of Package B)
- Cost estimate by AURA should not increase the estimate figures or as per Budget provided by and approved by TFSPL/BLR. Upon mutual closure of the budget as per the approved concept.
- All design approval to be taken from TFSPL/BLR before finalization of BOQ (Part of Package B)
- No design or concept should be changed during the execution without written approval by Authorized Client Representative of TFSPL/BLR. (Part of Package B)
- Items in BOQ should be available in the market & with a minimum Lead time for procurement. (Part of Package B)
- To submit as built drawings in soft format duly sealed and stamped of approved design.

The CONSULTANT shall support the COMPANY till the completion of project and Contactor's defect liability period. (Part of Package B)

Defects Liability Period – 6 (Six) months from the date of Virtual Completion or such extended period beyond the said Six months as may arise from start date of rectification of defective Works as stated in the Definition of the term 'Defects Liability Period. This clause will be invalid if any of the specifications wouldn't be followed by TFS /BLR in any circumstances, or Aura will be bound to follow the guidelines by BIAL / TFS for any of the materials specifications

### **1. STANDARD REGULATIONS:**

All the work is strictly to be executed in accordance with the detailed drawings and BOQ items and specifications, Standard Occupational Health & Safety requirements and the relevant Indian Standard specification in force from time to time unless the contract documents provide for any special specifications for the specialized item. AD shall

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ensure that the requirements set out in the present clause are included as part of the Work Orders/tender documents/Purchase Orders or the like issued pursuant to this Work Order.

## **2. COPYRIGHT & CONFIDENTIALITY:**

All information, materials (printed or otherwise), data and drawings furnished / disclosed by the TFSPL to the AURA or howsoever obtained by the AURA, shall belong to and shall always remain the property of the BLR and shall be treated by those who receive or obtain the same including without limitation the AURA, its agents, sub-consultants and servants, as confidential and the said information, materials (printed or otherwise), data and drawings, shall not be used, distributed or disclosed by them without obtaining the prior written consent of the BLR except where such disclosure is made for the purpose utilizing the same in connection with the execution, operation and maintenance of the Works or where such disclosure is mandated by law or by an order of a court possessing competent jurisdiction.

## **3. INDEMNITY:** (Part of Package B)

AURA agrees and undertakes to indemnify and hold harmless the client (BLR), its directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities, loss, cost, damages or expenses sustained either by the client (BLR), or any third party as a result of any breach by the AURA, its employees, officers, advisors, consultants, of any law, representation, obligations, warranties or covenants contained in this Work Order or as a result of default or negligence or deficiency in performance of its obligation under this Work Order. In such case, it will be jointly discussed with TFS Project Team

## **4. SERVICES DURING DEFECTS LIABILITY PERIOD:**

AURA agrees and undertakes to provide the subject services under this Work Order during the defects liability period for all its deliverables and obligations under this Work Order. AURA shall be bound by the same terms and conditions as contained under this Work Order. In such case, if it arises, it will be jointly discussed with TFS Project Team

## **5. COMPLIANCE WITH LAWS:**

AURA represents, warrants, and covenants that its shall comply with all applicable laws, regulations, ordinances or other rules in relation to said deliverables and obligation under this Work Order. AURA further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. AURA will ensure its agents, directors, officers, personnel and others acting through or on behalf of AURA comply with all applicable laws relating to performance of its obligation under this Work Order, and it shall obtain all necessary, permissions, consents, licenses, and approvals required to perform its obligations under this Work Order and AURA shall give all notices and pay all fees and charges that are and that can be demanded by law there under. AURA agrees to indemnify and hold client (BLR) fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the AURAs its employees, consultants, advisors, to comply with this clause. The provision of this Clause shall survive completion or termination of the Work Order.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai. Time is the essence of this contract. AURA shall ensure the completion of the works within the stipulated time frame.

## **6. INTELLECTUAL PROPERTY INDEMNITY:**

AURA agrees to indemnify and hold TFSPL fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including attorneys' fees arising from any infringement or claimed infringement of any intellectual property including know how, business methods, images, design rights or analogous rights thereto (or misappropriation of any trade secret) in connection with the use or sale by BLR or its clients and customers of the Products. AURA agrees that it will, upon request of BLR and at its own expense, defend or assist in the defence of any action that may be brought against BLR or its clients for such infringement or claimed infringement. The provision of this Clause shall survive completion or termination of the Work Order/ Agreement. In such case, if it arises, it will be jointly discussed with TFS Project Team

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## **7. TERMINATION:**

BLR may terminate this contract at any time by giving 7 (seven) days advance notice to the AURA in the event that the BLR finds the AURA'S work dissatisfactory (whether with regard to quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract or otherwise). In the event of such termination, BLR shall not be liable to pay any amount to the AURA over and above the amounts already approved, paid towards works already executed up to the date of termination based on monthly invoices raised and no claim for any money or any other amounts shall lie against the BLR except proportionate retention money. The BLR shall, in the event of terminating this contract under this provision, be fully entitled to receive the unrecovered advance, paid to the Consultant, from the Consultant.

## **8. ASSIGNMENT:**

AURA shall not assign this Work Order or subcontract any portion of its obligations hereunder without the prior written consent of the Client (BLR) including assigning or subcontracting the technical consultancy on the subject services.

## **9. LIENS**

AURA represents that deliverables under this Work Order shall be performed, finished, and delivered to the client (BLR) free from all claims, liens and charges of any kind whatsoever within the spirit and intendment of this Work Order.

## **10. IDENTIFICATION**

AURA shall not use the name or any trademark, logo or trade name of the client (BLR) or its affiliated companies in its advertising or promotional material unless it obtains prior written permission from the client (BLR).

## **11. SETTLEMENT OF DISPUTES**

The parties shall attempt to amicably settle all disputes arising out of and relating to this Agreement and the obligations there under (the "Dispute") through negotiations and consultations with each other. In the event, the Dispute is not settled amicably, either party may give written notice of dispute to the other party within ten (10) days of such non-settlement of the dispute. If such Dispute arising between the parties is not amicably settled as stated above, such Dispute shall be referred to and finally settled by Arbitration. The said Arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 or any amendment thereof. The Parties agree:

- That the arbitration proceedings will be conducted in Mumbai and proceedings shall be in English language; and
- The arbitration shall be referred to a sole Arbitrator and in case the parties fail to agree to the name of the sole Arbitrator, each party shall appoint 1(one) arbitrator. The Arbitrator so appointed shall mutually appoint a third arbitrator who shall be the presiding arbitrator
- The decision of the arbitrators on the dispute shall be final and binding on the parties.
- Notwithstanding the commencement of any dispute resolution, the parties must without delay continue to perform their respective obligations under this Agreement in accordance with its provisions except, where a party has acted reasonably and bona fide in relation to the dispute or difference, to the extent that the matter, which is the subject of the dispute or difference and matters necessarily dependent on it cannot be proceeded with until the dispute or difference has been determined.
- All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the respective Parties.

# TRAVEL FOOD SERVICES PVT LTD

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai.

This work order / Agreement is amended and subscribed in duplicate by the parties. Each party retains one copy thereof.

Thanking You,  
Yours faithfully,

**For**  
**TRAVEL FOOD SERVICES PVT LTD**

**Agreed & Accepted By**  
**AURA DESIGNS**

**Authorized Signatory**

**Authorized Signatory**

Proposed Brand	CBTL	Food Hall	Bespoke	Irish House	The Irish House	CBTL	International Chef Driven	WO Amount
Location	Check-in Hall	Domestic SHA	Domestic SHA	Domestic SHA	International SHA	International PIER	International SHA	BLSPL/CP49
Area (Sq Ft)	215	1560	1905	1506	1668	247	9404	
<b>Package A</b>								
Designing Fees	500000	1200000	1300000	1200000	1300000	500000	2000000	8000000
<b>Package B</b>								
Construction Fees	250000	600000	650000	600000	650000	250000	1000000	4000000
								<b>12000000</b>

Payment Working - Package A								6720000	
Advance - 45%	225000	540000	585000	540000	585000	225000	900000	3600000	Paid
Submission of Tender Docket - 15%	75000	180000	195000	180000	195000	75000	300000	1200000	Paid
				Closed as not Won			Closed as not Won		
Submission of Detailed Drawing - 20%	100000	240000	260000	X	260000	100000	X	960000	Against FF&E Documents
Submission of GFC - 20%	100000	240000	260000	X	260000	100000	X	960000	Against GFC Billing
Payment Working - Package B								2560000	
Advance - 10%	25000	60000	65000	60000	65000	25000	100000	400000	Paid
Award of Tender - 30%	75000	180000	195000	X	195000	75000	X	720000	Payable Now
Against Appt of Contractors - 40%	100000	240000	260000	X	260000	100000	X	960000	
Handover of Project - 20%	50000	120000	130000	X	130000	50000	X	480000	Final Payment against Billing