

By Email/RPAD

LEGAL NOTICE

Our Ref: Hyd/Notice/003/17

To,

1st May, 2017

1. M/s. The Maki and Associates,
Represented by its Principal Mr. Fumihiko Maki,
13-4 HACHIYAMA-CHO,
SHIBUYA-KU, TOKYO, JAPAN.
150-0035.
email : fmaki@maki-and-associates.co.jp
2. Mr. Fumihiko Maki, Principal,
13-4 HACHIYAMA-CHO,
SHIBUYA-KU, TOKYO, JAPAN.
150-0035.
email : fmaki@maki-and-associates.co.jp

Dear Sir,

Pursuant to the Article titled **“Pritzker Prize-winning architect Fumihiko Maki: we remain optimistic about India”** issued on behalf of M/s. Maki and Associates (**‘Firm’**) by its Principal, Mr. Fumihiko Maki; published in Architectural Digest, an architectural journal, dated 21st March, 2017 and other news items and articles which have appeared in the recent past as elaborated in point 2 below (**‘Articles’**), we were instructed by our client, viz., the Andhra Pradesh Capital Region Development Authority (**‘APCRDA’** / **‘our Client’**) to issue the following legal notice to you, which we hereby undertake to do:

1. At the outset our client states that the statement and views expressed in the Articles are all baseless and derogatory in nature and are solely aimed to intentionally spread misinformation about Government of Andhra Pradesh and APCRDA, so as to tarnish their reputation in discharging their responsibilities in the planning and implementation of the capital city of Amaravati and their role in the formation and building a Government Capital Complex for the State of Andhra Pradesh.
2. Our Client also states that Mr. Fumihiko Maki, in his capacity as Principal of the Firm, had also addressed a letter, dated 21st December, 2016, with similar allegations to one Mr. Vijay Garg, Vice-President, Council of Architecture, Government of India, New Delhi; pursuant to which several publications were made in the online and print media, in the recent past, as hereunder:


J. SAGAR ASSOCIATES

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- (i) an online article appeared in the blog 'The Wire' captioned as "*Amaravati Reveals How Public Projects in India Remain Dependant on Whims of Politicians*" posted by Mr. A.Srivathsan, dated 22nd January, 2017 ('Blog'),
- (ii) "*Maki faults State for terminating Services*" - The Deccan Chronicle, dt. 27.01.2017,
- (iii) "*Dumped by AP, Japanese architect moves Council*" - The Times of India, dt. 27.01.2017,
- (iv) "*Desa Prathishtanu Manta Kalipindi*" (*Ruined the prestige of the Country*) - Sakshi Telugu News Paper, dt.28.01.2017,

3. In this connection we were appraised by APCRDA that all the above Articles are quite derogatory in nature, issued deliberately by M/s. Maki and Associates, with an intention of tarnishing its image and creating suspicion in the mind of the general public and right thinking members of the Society about its credibility and commitment in discharging its responsibilities and functions as an independent statutory body of the Government of Andhra Pradesh; approached us with instructions to issue the following notice to you (Notice), which we hereby undertake to do:

- (i) Our Client states that it is an independent statutory body of the Government of Andhra Pradesh, duly constituted for planning and implementation of capital city of Amaravati. Further, formation and building a Government Capital Complex for the State of Andhra Pradesh in the heart of Amaravati Capital City was considered prestigious by the Government of Andhra Pradesh and it decided to implement the same and accorded high priority so as to achieve its vision of building a Government Capital Complex in the capital city for the people of Andhra Pradesh in the shortest possible time frame so as to avoid administrative inconvenience to the people of Andhra Pradesh.
- (ii) Our Client proposed a single stage competition with an intention to provide opportunity to world class Architects with prescribed expertise to participate in the competition and to select a Master Architect for the Government Complex proposed to be constructed and to entrust a Letter of Award to the winning participant under an initial contract ('Competition Contract').



- (iii) The intention of our Client was to develop the said Government Complex with the aid of the leading global architects having wider creative talents and to explore diverse design approaches & ideas and thereby to finalize the conceptual designs, with the expertise of the winning participant in the said Competition Contract, by executing a final contract ('Resulting Contract') in its favour.
- (iv) Our Client states that the various averments in the Articles expressing doubts and questioning its credibility and transparency in issuing the termination notice to No.1 of you, and also in appointing Foster + Partners and Hafeez Consortium as Master Architect for the Amaravati Government Complex, has no legal basis and are made arbitrarily not only to tarnish the image of APCRDA but also to tarnish and malign the image of the Government of Andhra Pradesh; and ultimately to justify the competency of No.1 of you, in executing the prestigious Amaravati Government Complex Project in the proposed green field world class Capital City of Amaravati ('Project').
- (v) Our Client in this connection reiterates that being the statutory government body for planning and implementation of Amaravati, it took a considered decision to divest No.1 of you from the responsibility of executing the Project after affording due notice to you and that you are bound by the terms of Competition Contract, which categorically mentions that the final evaluation of the participant in the said Competition Contract will be made by our Client (or) Jury and that our Client need not explain or justify any aspect of the selection process and that our Client's decision will be final and is not susceptible to appeal, whatsoever.
- (vi) Further, under the said Competition Contract our Client had reserved its right to accept or reject any (or all) proposals received, until the Resulting Contract is awarded in favour of the successful participant. Therefore, our Client hereby reiterated its final decision to terminate the Competition Contract on the grounds more fully detailed in the termination notice, dated 24th October, 2016 ('Termination Notice'), duly served on the Firm; which *inter alia* specify the following reasons for termination:
- (a) The Public dissatisfaction on the designs submitted by the Firm; *(as they were resembling legislature buildings of Chandigarh built 50 years ago and were not reflecting local culture).*

- (b) Due to indication of insufficient personnel deployment likely to have adverse impact over the delivery of the Project within the projected time frame; being most crucial for the Project; and
- (c) High Professional fee, etc.
- (vii) In this connection our Client wishes to inform that it is the vision envisaged by the people of Andhra Pradesh and Government of AP for development of a Government Complex for the capital city of Amaravati, which will remain forever as a lifelong landmark not only to the City, but for the state of AP and also to the country. Neither APCRDA nor the Government of AP had ever entered into Resulting Contract with the Firm as the Master Architect of the Government Complex, for preparation of the Concept Master Plan for the overall complex including submission of architectural designs for the three key building designs ('Master Architect'). Merely winning the competition did not confer any rights to the Firm to be formally appointed as the Master Architect.
- (viii) The terms and conditions of the Competition Contract clearly specify that APCRDA will formally appoint the winning firm in the competition subject to the terms and conditions set in the contract which includes the right reserved or vested with our Client in its sole discretion "*to accept any proposal or reject any or all proposals*" including termination of the Competition Contract.
- (ix) Therefore, considering the time which has already elapsed in formulating and implementing the Project, our Client has duly invoked its rights under the Competition Contract and had finally issued Termination Notice to the Firm with the sole intention of protecting the public interest involved in appointment of Master Architect for the development of the much desired Government Complex buildings in the Capital City of Amaravati.
- (x) Our Client states that No. 1 of you have already been paid a sum of 150,000 US Dollars equivalent to INR 99,64,395=00, by way of an International Demand Draft, dt.3rd October, 2016, as per the terms of the Competition Contract towards completion of the said contract in all respects. In fact, a due acknowledgement was also rendered on behalf of No.1 of you by your representative in this regard and the same was also duly encashed without any demur or protest, whatsoever.



- (xi) Subsequently, with a sole intention to expedite the selection of Master Architect afresh, a well-defined 'Request for Proposal' (RFP) with a structured selection process emphasising on Project Execution and appropriate design was prepared and notified on 26th October, 2016, which was in line with the standard procurement process followed by the Government. An open bidding was conducted in a transparent manner and finally M/s. Foster + Partners & consortium, a British renowned architect ('Foster + Partners') who has undertaken many prestigious projects of this sort like German Parliament, Supreme Court of Singapore etc., has been selected for the said purpose.
- (xii) The RFP was open to all competent architectural firms of the world and if the No.1 of you had chosen to participate in the process of selection, the said bid would also have been considered. The selection of Foster + Partners had also saved a sum of INR 26 Crores to the Government when compared to the revised final quote offered by No. 1 of you.
- (xiii) Therefore, it is reiterated that given the importance and the time lines projected for formation of the Government Complex in the capital city of Amaravati, our Client has taken adequate measures in line with standard procurement process and selected the Master Architect in the best interest of the Project and the people of Andhra Pradesh. Therefore, various averments made in the Articles referred above to the contra are hereby denied by our Client as being baseless and without any merits.
- (xiv) Our Client states that the present attempt of Mr. Fumihiko Maki in drawing an unreasonable comparison in between the Governments of two Indian States and explicitly commenting on the overall capabilities of the State of Andhra Pradesh's initiative of creating "business-friendly" environment as though it seems much closer to "business as usual" in India, not only tends to malign the image of APCRDA and Government of Andhra Pradesh, but also tends to lower the image of India.
- (xv) Our Client in this connection wishes to state that the Government of Andhra Pradesh has been ranked No.1 in the latest ease of doing business index compiled by the World Bank Group, where Government of Andhra Pradesh stands with 98.78% implementation ratio. In this scenario the baseless averments of No.2 of you on behalf of No.1 of you by comparing the Government of Andhra Pradesh with that of the Government of Bihar are unwarranted and also establish that the said statements are in violation of the terms and conditions of the Competition Contract, entered by the Firm with APCRDA.

(xvi) Our Client hereby calls upon by both of you by way of this notice to restrain from making such incorrect statements and also refrain from indulging in any or all activities, that may directly or indirectly have an adverse bearing on the reputation of our Client and hamper its efforts in implementing the Project, failing which, the same will be viewed seriously by our Client as amounting to interference with the official duties of the Public Office and may also warrant initiation of appropriate legal actions, suits or claims against both of you, including actions claiming special and punitive damages of INR 100 Crores, for the reasons morefully referred above.

A handwritten signature in blue ink, appearing to be 'J. Sagar', is written over the typed name.

For J. Sagar Associates