

महात्मा फुले नविनीकरणीय ऊर्जा व पायाभूत तंत्रज्ञान मर्यादित

**MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED
(MAHAPREIT)**

A Wholly-Owned Subsidiary of Mahatma Phule Backward Class Development Corporation Ltd. (MPBCDC)

A Government of Maharashtra Undertaking

Registered Office: B-501,502 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra East, Mumbai 400051 Maharashtra
| CIN: U40106MH2021HGC358784

Email: pd.sip@mahapreit.in | Website: www.mahapreit.in | Tel: 022 6921 4400

EXPRESSION OF INTEREST (EOI)

**FOR ASSIGNMENT OF DEVELOPMENT MANAGEMENT AUTHORITY BY CO-OPERATIVE HOUSING SOCIETIES
/ LAND OWNERS / LEASE-HOLDERS / PROPOSED SOCIETIES UNDER SLUM REHABILITATION (SRA) SCHEMES
IN MUMBAI AND THE MUMBAI METROPOLITAN REGION (MMR) TO MAHAPREIT**

(for Transaction Advisory and Project Monitoring Services, Facilitation of Government Approvals, and/or
Facilitation of Project Fund Raising)

EOI Reference No.: MAHAPREIT/DMA-EOI/2026-27/03

Date of Issue: [27/08/2026]

Pre submission meeting – 07/09/2026 @ 15.00 Hrs. at MAHAPREIT BKC office (Offline Mode)

Last Date for Submission: [30/10/2026] up to [15:00] hrs

1. PREAMBLE

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (“MAHAPREIT”) is a wholly-owned subsidiary of the Mahatma Phule Backward Class Development Corporation Ltd. (MPBCDC), a Government of Maharashtra Undertaking, incorporated under the Companies Act, having its registered office at [Registered Office Address of MAHAPREIT].

A large number of Co-operative Housing Societies (“CHS”/“Society”), landowners, lease-holders and proposed/existing societies of eligible slum dwellers formed or being formed under a scheme sanctioned by the Slum Rehabilitation Authority (“SRA”) in Mumbai City and the Mumbai Metropolitan Region (MMR) hold land and/or structures that are eligible for redevelopment/development but require professional handholding for (a) transaction structuring and Project Monitoring Services (PMS); (b) obtaining statutory approvals from Central, State, municipal and local Government Authorities, including under the Real Estate (Regulation and Development) Act, 2016 (as administered by the Maharashtra Real Estate Regulatory Authority, “MahaRERA”) and the applicable development control regulations; and/or (c) arranging and mobilising project finance/funds. MAHAPREIT, as a Government of Maharashtra undertaking, proposes to render such services to eligible Societies/land owners on a facilitation basis, pursuant to an exclusive Mandate cum assignment of “Development Management Authority” in its favour.

MAHAPREIT hereby invites Expressions of Interest (“EOI”) from interested and eligible Co-operative Housing Societies, land owners, lease-holders and proposed/existing societies of eligible slum dwellers under an SRA scheme (individually and collectively, the “Applicant”) owning or entitled to land/structures suitable for a housing/redevelopment/infrastructure/slum rehabilitation project in Mumbai/MMR, who wish to assign Development Management Authority to MAHAPREIT on the terms of the Mandate Letter enclosed as Annexure-1 to this EOI.

2. OBJECTIVE AND SCOPE OF THIS EOI

The objective of this EOI is to identify and shortlist eligible Applicants who are desirous of appointing MAHAPREIT, on an exclusive basis, to render Facilitation rights/Development Management Authority for one or more of the following, in relation to their housing/redevelopment/infrastructure/slum rehabilitation project (“Project”):

1. Transaction Advisory Services together with Project Monitoring Services (PMS) Services for the Project, including evaluation of development options (self-development/joint development/joint venture/development management/assignment of development rights/slum rehabilitation), RFP/tender assistance for identifying and shortlisting developers or a consortium of developers (without prejudice to the Applicant's right under Section 5 below to suggest its own Developer, and MAHAPREIT's right under Section 6 below to suggest a Developer/Consortium/Investor from its Empanelled List), or contractors, and coordination of planning, cost and quality monitoring;
2. Facilitation for obtaining Government Approvals for the Project, including registration with MahaRERA (including of the free-sale/sale component, where applicable), development permissions/IOD/CC/OC from MCGM or the concerned planning authority, approvals from MHADA/SRA/MMRDA/other planning authorities within MMR (as applicable), environmental/CRZ clearances, fire NOC, and other statutory approvals as listed in Annexure-1 (Annexure B thereto); and/or
3. Facilitation of Project Fund Raising, including introduction to and coordination with banks, NBFCs/HFCs, AIFs, private equity/institutional investors, ECB routes (subject to FEMA/RBI norms) and applicable government/institutional affordable-housing and self-redevelopment financing schemes, for construction/project finance, term loans, structured debt or equity.

On selection, the successful Applicant shall be required to execute the Mandate Letter (in the form enclosed as Annexure-1, subject to such modifications as may be mutually agreed) with MAHAPREIT, granting an exclusive Mandate and Development Management Authority to MAHAPREIT for the agreed scope of services, on the fee structure set out in Annexure D thereto.

3. APPLICABLE REGULATORY FRAMEWORK — MAHARERA AND UDCPR/DCPR

3.1 MahaRERA applicability. Applicants are informed that the Project, and any Mandate granted pursuant to this EOI, shall at all times be subject to the Real Estate (Regulation and Development) Act, 2016 and the regulations, orders, circulars and guidance issued by the Maharashtra Real Estate Regulatory Authority (“MahaRERA”) from time to time, including, without limitation: (a) the requirement to register the free-sale/sale component of a redevelopment or Slum Rehabilitation Authority (SRA) project with MahaRERA prior to sale/marketing/booking of flats/units, together with the resolution/NOC from the Society/association of the rehabilitation component confirming the developer's/promoter's rights, planning-authority clearance and commencement certificate for the sale building, and such other documents as may be prescribed by MahaRERA (including under MahaRERA Order No. 28/2021, as amended/superseded from time to time) for registration of the sale component of redevelopment and SRA projects; and (b) the member/tenant consent threshold prescribed under the applicable Government Resolution(s), the Society's bye-laws and/or the Maharashtra Co-operative Societies Act, 1960 for authorising redevelopment (which, as on the date of this EOI, is generally 51% for MHADA, cessed and small-building redevelopment under the sanctioned Development Plan, and a distinct, generally higher, consent threshold for slum rehabilitation schemes under the SRA framework), each as may be revised by the State Government/MahaRERA from time to time. MAHAPREIT's Transaction Advisory, PMS and Approval-facilitation services under the Mandate Letter (Annexure-1) shall be rendered consistently with, and subject to, such MahaRERA requirements as applicable to the Project as on the relevant date, and Applicants are advised to independently ascertain and disclose the MahaRERA registration status/requirements applicable to their specific Project.

3.2 UDCPR/DCPR applicability. The development control regulations applicable to a Project shall depend on its location: (a) Projects situated within the limits of the Municipal Corporation of Greater Mumbai (MCGM) shall be governed by the Development Control and Promotion Regulations for Greater Mumbai, 2034 (“DCPR 2034”), including its redevelopment-enabling provisions for old/cessed tenanted buildings (Regulation 33(7), 33(7)A and

33(7)B), MHADA-layout redevelopment (Regulation 33(9)) and slum rehabilitation schemes (Regulation 33(10)), and 33(11) or any such regulation befitting the purpose of redevelopment/self-redevelopment/slum rehabilitation schemes/vacant plot development, etc., as the case may be, together with the applicable fungible/incentive FSI and Transferable Development Rights (TDR) provisions thereunder; and (b) Projects situated elsewhere within the Mumbai Metropolitan Region (MMR) — including areas falling under the Thane, Navi Mumbai, Kalyan-Dombivli, Mira Bhayandar, Vasai-Virar and other municipal/planning authorities within MMR — shall be governed by the Unified Development Control and Promotion Regulations for Maharashtra State (“UDCPR”), as amended from time to time, including its enabling provisions (where applicable to the concerned planning authority) for redevelopment of old/dilapidated buildings, cluster redevelopment and cooperative housing society redevelopment, and the incentive-FSI/premium-concession framework thereunder. Applicants shall identify, at Annexure E to the Mandate Letter, the specific planning/local authority having jurisdiction over the Project and the regulation (DCPR 2034 or UDCPR, as applicable) governing it, and MAHAPREIT's scope of services under Annexure A to C of the Mandate Letter shall be read, scoped and rendered by reference to the regulation so identified, it being clarified that the applicability and interpretation of DCPR 2034/UDCPR to any Project shall remain subject to confirmation by the jurisdictional planning authority.

3.3 Self-redevelopment and other Government schemes. Where the Applicant is eligible for, and desirous of availing, the State Government's self-redevelopment policy (including empanelled-bank financing and stamp-duty/other concessions available thereunder) or any other applicable Government redevelopment/affordable-housing scheme, the same shall be disclosed at the EOI stage, so that MAHAPREIT's Transaction Advisory Services (Annexure A to the Mandate Letter) may be calibrated accordingly.

4. ELIGIBILITY CRITERIA

An Applicant shall be eligible to submit an EOI under this notice if it satisfies all of the following:

- It is a Co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960, holding a valid registration number and registered address; OR the owner(s)/joint owner(s)/lease-holder(s) of the land and/or structure(s) proposed to be developed/redeveloped/self-redeveloped, holding clear and marketable title/development rights thereto; OR a proposed or existing Co-operative Housing Society of eligible slum dwellers formed, or being formed, under a scheme sanctioned/to be sanctioned by the Slum Rehabilitation Authority (SRA) under Regulation 33(10) of DCPR 2034/the applicable SRA scheme regulations;
- The land/structure proposed for the Project is situated within Mumbai City or the Mumbai Metropolitan Region (MMR);
- The minimum plot area is 1,500 sq. m.
- There is no pending or, to the Applicant's knowledge, threatened litigation, arbitration, injunction or other proceeding before any court, tribunal or authority (including by any member of the Society, slum dweller/allottee or co-owner) that restrains or could restrain the Project or the proposed redevelopment/rehabilitation process; where any such proceeding exists, full particulars thereof must be disclosed in the EOI;
- The Applicant is willing and able to pass a resolution at a Special General Body Meeting/Managing Committee meeting (or, for individual/joint land owners, a duly authorised board/family resolution, or, for a proposed Society under an SRA scheme, a resolution of its managing/ad-hoc committee, as applicable) authorising the grant of an exclusive Mandate and Development Management Authority to MAHAPREIT, in accordance with Annexure F to the Mandate Letter (Annexure-1), and satisfying the consent threshold referred to in Clause 3.1 above;
- The Applicant is not, as on the date of the EOI, bound by any subsisting exclusive engagement with any other individual, consultant, PMC agency or facilitator for the same or substantially similar scope of services in respect of the Project, or is able to lawfully terminate/exit any such engagement prior to execution of the Mandate Letter; and

- The Applicant undertakes to extend full cooperation, including providing documents and access reasonably required, to enable MAHAPREIT to carry out preliminary title and litigation verification of the Project prior to commencement of services.

5. RIGHT OF APPLICANT TO SUGGEST DEVELOPER / CONSORTIUM OF DEVELOPERS/ARCHITECT

5.1 Default right to suggest a Developer. Notwithstanding anything contained in this EOI or the Mandate Letter (Annexure-1), and unless otherwise agreed in writing, every Applicant — being a CHS, land owner(s), lease-holder(s), or a proposed/existing Co-operative Housing Society of eligible slum dwellers under an SRA scheme — shall, by default, be entitled to identify, suggest and propose a developer or a consortium of developers of its own choice (the “Suggested Developer”) for undertaking the development/redevelopment/rehabilitation of the Project, in lieu of a developer being separately sourced or shortlisted by MAHAPREIT under Section 2 above.

5.2 MAHAPREIT's acceptability review. Where an Applicant suggests a Developer under Clause 5.1, the Applicant shall furnish to MAHAPREIT such information, documents and credentials in respect of the Suggested Developer (including its financial capacity, technical and execution track record, MahaRERA registration and compliance history, and litigation/default history) as MAHAPREIT may reasonably require to assess its acceptability. MAHAPREIT shall consider such suggestion in good faith and without undue delay, and, upon being satisfied as to the Suggested Developer's acceptability on the basis of the information so furnished, shall approve the Suggested Developer, whereupon the Suggested Developer shall be engaged for the Project accordingly.

5.3 Risk and liability. MAHAPREIT's approval of a Suggested Developer under Clause 5.2 is limited to an acceptability review carried out on the basis of the information furnished by the Applicant, and does not constitute, and shall not be construed as, any recommendation, endorsement, guarantee or assurance by MAHAPREIT as to the Suggested Developer's performance, solvency, competence or conduct. All risk, responsibility and liability whatsoever arising out of or in connection with the engagement, performance, default or conduct of a Suggested Developer — including any delay, defective construction, financial default, or dispute with members/allottees/slum dwellers — shall be borne solely by the concerned Applicant (i.e., the CHS, the land owner(s), the lease-holder(s), or the proposed/existing Society of slum dwellers under the SRA scheme, as the case may be), and MAHAPREIT shall stand fully indemnified and held harmless by the Applicant in respect thereof. For the avoidance of doubt, MAHAPREIT's role in relation to a Suggested Developer remains that of a facilitator only, consistent with its facilitator role under the Mandate Letter, and shall not extend to any guarantee of the Suggested Developer's obligations.

5.4 Applicants intending to exercise the right under this Section 5 are requested to indicate the same, together with brief particulars of the Suggested Developer/consortium, in the Application Form (Annexure-2), without prejudice to their right to make such a suggestion at any subsequent stage during the Mandate Period, in accordance with the terms of the Mandate Letter.

5.5 In case the Society nominates an Architect, the same may be recommended to MAHAPREIT. MAHAPREIT accordingly shall take the same on record for further action.

6. MAHAPREIT'S RIGHT TO SUGGEST DEVELOPER / CONSORTIUM OF DEVELOPERS / INVESTOR-CUM-FINANCIER

6.1 Residual right to suggest. Where an Applicant does not exercise its right under Section 5 to suggest its own Developer, or where a Developer suggested by the Applicant under Clause 5.1 is not found acceptable by MAHAPREIT pursuant to the review under Clause 5.2 and the Applicant does not propose an alternative within 15 (fifteen) days of being so informed, or where the Applicant specifically requests MAHAPREIT to identify a suitable counterparty, MAHAPREIT shall be entitled, on request or of its own accord, to identify and suggest, for the Applicant's consideration, (a) a developer; (b) a consortium of developers; (c) a consortium comprising a developer and an investor-cum-financier; or (d) only an investor/financier (without an accompanying developer), as may be most appropriate having regard to the nature, scale and financial requirement of the Project (each, a “MAHAPREIT-Suggested Entity”).

6.2 Source — Empanelled List. A MAHAPREIT-Suggested Entity shall ordinarily be identified from MAHAPREIT's panel of pre-qualified developers, consortiums of developers, and investors/financiers (the "Empanelled List"), maintained and periodically updated by MAHAPREIT through an open, transparent and competitive empanelment process, conducted in accordance with the General Financial Rules/public-procurement guidelines and other Government Resolutions and vigilance norms applicable to MAHAPREIT as a Government of Maharashtra undertaking, and subject to periodic review, fresh empanelment and de-empanelment of entities on grounds of non-performance, default, blacklisting or loss of eligibility.

6.3 Process for suggestion. (a) Shortlisting: having regard to the location, scale, FSI/permissible development potential, and funding requirement of the Project (as identified under Section 3 and the Application Form), MAHAPREIT shall shortlist not less than two eligible entities from the Empanelled List whose technical capability, financial net worth and track record are commensurate with the Project; (b) Evaluation: the shortlisted entities shall be evaluated on a transparent, criteria-based matrix (covering, without limitation, technical experience, financial strength, litigation/default history, MahaRERA compliance record, and the commercial/financial offer for the Project) by MAHAPREIT's internal Selection/Screening Committee; (c) Conflict of interest: MAHAPREIT shall ensure that no official/representative involved in the shortlisting or evaluation has an undisclosed personal or financial interest in, or relationship with, any shortlisted entity, any such interest being disclosed and the concerned official recused, consistent with the anti-corruption, vigilance and public-conduct norms applicable to MAHAPREIT under the Mandate Letter; and (d) Recommendation to Applicant: the recommended MAHAPREIT-Suggested Entity(ies) shall be placed before the Applicant for its consideration, it being clarified that final engagement of any MAHAPREIT-Suggested Entity for the Project shall remain subject to the Applicant's approval by the requisite resolution of its General Body/Managing Committee (or equivalent authorisation for land owners/leaseholders/SRA societies), and to compliance with the consent thresholds referred to in Clause 3.1 and Section 4 above, and with any applicable Government Resolution governing selection of developers/investors by co-operative housing societies.

6.4 Protection of MAHAPREIT's interest. As a condition to engagement, every MAHAPREIT-Suggested Entity shall be required to execute a confirmatory letter/undertaking in favour of MAHAPREIT, prior to commencement of any development agreement or definitive documentation with the Applicant, acknowledging (a) MAHAPREIT's Mandate and Development Management Authority in respect of the Project; (b) MAHAPREIT's Fee entitlement under Annexure D to the Mandate Letter; and (c) non-circumvention obligations towards MAHAPREIT corresponding to those undertaken by the Applicant under the Mandate Letter.

6.5 No guarantee. The identification and shortlisting of a MAHAPREIT-Suggested Entity under this Section 6 reflects an exercise of reasonable care and diligence by MAHAPREIT in curating its Empanelled List and evaluating suitability for the Project, and does not constitute a guarantee, warranty or assurance by MAHAPREIT as to the performance, solvency or conduct of the MAHAPREIT-Suggested Entity. The general facilitator role and limitation-of-liability provisions of the Mandate Letter shall apply in respect of a MAHAPREIT-Suggested Entity, as distinct from the Applicant-borne risk regime under Clause 5.3, which applies only where the Applicant itself has suggested the Developer under Section 5.

6.6 This Section 6 is without prejudice to, and does not derogate from, the Applicant's default right under Section 5 to suggest its own Developer, which shall prevail unless the Applicant elects, or the circumstances described in Clause 6.1 require, MAHAPREIT to make a suggestion.

7. BASIS OF ENGAGEMENT / FEES

Submission of an EOI is free of cost and does not, by itself, create any binding obligation on either MAHAPREIT or the Applicant.

Applicants shortlisted pursuant to this EOI shall be required to execute the Mandate Letter enclosed as Annexure-1, under which MAHAPREIT's role shall be that of a facilitator/facilitation agency, rendering services on the terms set out therein. Fees payable to MAHAPREIT shall be milestone/success-based, as more particularly set out in Annexure D to the Mandate Letter (illustrative fee schedule linked to milestones such as execution of the Mandate,

commencement of Project monitoring services (PMS), MahaRERA registration, grant of Commencement Certificate/Occupation Certificate, sanction and disbursement of Funds, etc.). The fees payable to MAHAPREIT and the stages of payment shall be finalised in writing between the Parties prior to or concurrently with execution of the Mandate Letter. Such fee structure shall apply irrespective of whether the developer/investor for the Project is sourced through MAHAPREIT's facilitation, is a Suggested Developer approved under Section 5 above, or is a MAHAPREIT-Suggested Entity engaged under Section 6 above, save that any component of the Fees specifically referable to developer-sourcing/RFP facilitation (if separately identified in Annexure D) shall not apply where the Applicant exercises its right under Section 5.

The fees payable to MAHAPREIT shall be a part of the Project cost and shall be borne by the selected/ appointed Developer. All statutory fees, premiums, taxes (including applicable GST) and out-of-pocket expenses in relation to the Project shall be borne by the Applicant/Society, as set out in the Mandate Letter. MAHAPREIT does not charge any commission, gratification or consideration from Applicants for shortlisting or selection under this EOI, and Applicants are cautioned against making any such payment to any person purporting to represent MAHAPREIT.

8. DOCUMENTS TO BE SUBMITTED WITH THE EOI

Applicants shall submit the duly filled Application Form (Annexure-2) along with self-attested copies of the following documents, as applicable:

1. Certificate of registration of the Society under the Maharashtra Co-operative Societies Act, 1960, and by-laws; title documents/7/12 extract, Property Card, index-II, and other documents evidencing ownership/development rights of the land owner(s)/lease-holder(s); OR, for a proposed/existing Society under an SRA scheme, the Letter of Intent (LOI)/Annexure-II list of eligible slum dwellers issued by the Slum Rehabilitation Authority and particulars of the sanctioned/proposed scheme;
2. Latest list of members of the Society/eligible slum dwellers (where applicable) and a brief note on the status of member/dweller consents for the proposed redevelopment/rehabilitation, together with the applicable consent threshold referred to in Clause 3.1;
3. Certified true copy of the resolution passed (or proposed to be passed) at the Special General Body Meeting/Managing Committee meeting of the Society, or the equivalent authorisation of the land owner(s), authorising submission of this EOI and, upon selection, execution of the Mandate Letter and any related Power of Attorney in favour of MAHAPREIT (a draft resolution format is available on request);
4. Site plan/key plan, Survey No./CTS No./Plot No., plot area, present FSI utilised and proposed/permmissible FSI, the jurisdictional planning authority and applicable regulation (DCPR 2034/UDCPR) referred to in Clause 3.2, and a brief description of the Project (in the format at Annexure E to the Mandate Letter);
5. Status of MahaRERA registration of the Project (if already applied for/obtained), or a declaration that registration shall be applied for prior to sale/marketing, as applicable;
6. Details of any pending litigation, dispute or encumbrance affecting the Project, if any (a nil declaration to be furnished if none);
7. Where the Applicant intends to exercise its right under Section 5 to suggest a Developer/consortium, the particulars and credentials of the Suggested Developer specified in Clause 5.2;
8. Authorisation letter and identity proof of the signatory/signatories submitting the EOI on behalf of the Applicant; and
9. Any other document that the Applicant considers relevant to establish its eligibility under Section 4 above.

MAHAPREIT reserves the right to seek additional documents/clarifications from any Applicant at any stage of processing this EOI.

9. SUBMISSION PROCESS

Interested and eligible Applicants may submit their EOI, together with the documents listed in Section 8, in the following manner:

- The interested bidders may submit their offer (bid) to the Authority along with the bid document and processing fee (non-refundable) of Rs. 10,000/- (Rupees Ten Thousand only) plus applicable GST (i.e., Total amount = Rs. 11,800/-) shall be paid online in favour of MAHAPREIT through E-payment gateway/uploading payment receipts. Bids received without enclosing non-refundable processing fee as stipulated will not be considered for evaluation and such bids will be rejected forthwith.

MAHAPREIT bank details	Bank Name	SBI
	Account Name	Mahatma Phule Renewable Energy and Infra
	Account No	42806014198
	IFSC:	SBIN0009995
	Branch Code:	9995
	MICR Code	400002133
	Branch Address	23, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001

- By email to: pd.sip@mahapreit.in with the subject line “EOI for Assignment of Development Management Authority – [Name of Society/Applicant]”; OR
- By hand delivery/registered post/speed post, in a sealed cover superscribed “EOI for Assignment of Development Management Authority”, addressed to: The Managing Director, MAHAPREIT, [Registered/Corporate Office Address], Mumbai – [Pin Code].

Pre submission meeting – 07/09/2026 @ 3.00 PM at MAHAPREIT office (Offline Mode). Last date for submission of EOI: 30/10/2026 up to 15:00 hrs. EOIs received after the said date/time, or that are incomplete in material respects, are liable to be rejected. MAHAPREIT may, at its discretion, keep this EOI open on a rolling/continuous basis for receipt of applications. For queries relating to this EOI, Applicants may contact: Project Director (SIP), MAHAPREIT, Tel: 022 69214400. Email: pd.sip@mahapreit.in

10. EVALUATION AND SELECTION PROCESS

- EOIs received within the stipulated timeline shall be scrutinised by MAHAPREIT for eligibility and completeness of documentation in terms of Sections 4 and 8 above.
- MAHAPREIT shall carry out such preliminary due diligence as it considers necessary, including a preliminary title and litigation search, verification of the Society's/SRA scheme's registration/member or dweller consent status, and site-level verification, to satisfy itself that there is no impediment to the Project or to the grant of the proposed Mandate.
- Where an Applicant has suggested a Developer/consortium under Section 5, MAHAPREIT shall additionally carry out the acceptability review contemplated in Clause 5.2, and shall communicate its approval or, if the Suggested Developer is not found acceptable, its reasons therefor, to the Applicant.
- Where the Applicant has not suggested its own Developer under Section 5, or its Suggested Developer is not found acceptable and no alternative is proposed, MAHAPREIT shall, in accordance with Section 6, identify and place before the Applicant a MAHAPREIT-Suggested Entity from its Empanelled List, following the shortlisting, evaluation and conflict-of-interest safeguards set out in Clause 6.3.
- Shortlisting/selection of Applicants shall be carried out in accordance with MAHAPREIT's internal transparent selection process applicable to engagements of this nature, as a Government of Maharashtra undertaking, and shall be subject to MAHAPREIT's requisite internal approvals.
- Individual Applications received after publishing the EOI will be evaluated on regular basis.

7. Applicants found eligible shall be intimated and invited to execute the Mandate Letter (Annexure-1) and to complete the conditions precedent set out therein (including furnishing the certified resolution at Annexure F thereto), upon which the Mandate shall become effective.
8. MAHAPREIT reserves the right to seek presentations/clarifications from Applicants, to conduct site visits, and to engage third-party professionals for verification purposes, at its own cost, before finalising selection.

11. GENERAL TERMS AND CONDITIONS

- This EOI is an invitation to apply and does not constitute an offer, commitment or assurance by MAHAPREIT to engage any Applicant. Submission of an EOI does not, by itself, entitle an Applicant to selection or to the award of the Mandate.
- MAHAPREIT reserves the right, at its sole discretion and without assigning any reason, to accept or reject any or all EOIs, to relax, modify, extend or withdraw any term of this EOI, or to cancel this EOI process in whole or in part, by issuing a corrigendum to that effect at any stage, without any liability or compensation to any Applicant.
- Applicants shall bear all costs and expenses associated with the preparation and submission of their EOI, and shall have no claim against MAHAPREIT in respect thereof, regardless of the outcome of this process.
- MAHAPREIT's role, upon execution of the Mandate Letter, shall be that of a facilitator/facilitation agency only. MAHAPREIT does not guarantee the grant of any Government Approval (including MahaRERA registration or DCPR 2034/UDCPR sanctions), the sanction or disbursement of any Funds, or any specific commercial or project outcome, all of which shall remain within the sole discretion of the concerned Government Authorities, lenders, investors and other counterparties.
- Where an Applicant exercises its right under Section 5 to suggest a Developer/consortium, the risk and liability provisions of Clause 5.3 (all risk and liability in relation to such Suggested Developer resting with the Applicant, and not MAHAPREIT) shall apply and form part of the terms on which such Applicant's EOI is processed and, if selected, on which the Mandate Letter is executed.
- Where MAHAPREIT suggests a Developer/consortium of Developers/Investor-cum-Financier under Section 6, such suggestion shall be made only from MAHAPREIT's Empanelled List, following the shortlisting, evaluation and conflict-of-interest safeguards set out in Clause 6.3, and engagement of any such MAHAPREIT-Suggested Entity for the Project shall remain subject to the Applicant's approval as stated in Clause 6.3(d).
- All information and documents furnished by an Applicant shall be true, correct and not misleading in any material respect. Any misrepresentation or suppression of material fact shall entitle MAHAPREIT to reject the EOI or, if discovered post-selection, to terminate the Mandate forthwith, without prejudice to its other rights.
- Information shared by Applicants pursuant to this EOI shall be treated as confidential by MAHAPREIT and used solely for the purposes of processing the EOI and the resultant engagement, save for disclosures required by law, statutory transparency norms or governmental/vigilance requirements applicable to MAHAPREIT as a public-sector undertaking.
- This EOI and any Mandate Letter executed pursuant hereto shall be governed by the laws of India, subject to the jurisdiction of the courts at Mumbai.

ANNEXURE-1**DRAFT MANDATE LETTER FOR ASSIGNMENT OF DEVELOPMENT MANAGEMENT AUTHORITY**

[The complete draft Mandate Letter for Assignment of Development Management Authority — covering, inter alia, Grant of Mandate, Scope of Services (Transaction Advisory Services, Project Monitoring Services (PMS), Facilitation for Government Approvals, and Fund Raising Facilitation), Term, Remuneration and Fees, Invoicing and Payment, Obligations of the Parties, Authorisation, Confidentiality, Representations and Warranties, Indemnity, Limitation of Liability, Termination, Dispute Resolution and other standard terms, together with its Annexures A to F — shall be annexed to this EOI as issued/uploaded separately, and shall form an integral part hereof. Applicants are advised to read the said Mandate Letter carefully before submitting their EOI, as selection under this EOI shall culminate in execution of the Mandate Letter substantially in that form, read together with Sections 3 (Applicable Regulatory Framework — MahaRERA and UDCPR/DCPR), 5 (Right of Applicant to Suggest Developer/Consortium of Developers) and 6 (MAHAPREIT's Right to Suggest Developer/Consortium of Developers/Investor-cum-Financier) of this EOI, the substance of which is reflected in Clause 3.5 (Developer and Investor Sourcing), the related definitions in Clause 1, the indemnity cross-reference in Clause 12, and the corresponding fee line in Annexure D, of the enclosed Mandate Letter.]

ANNEXURE-2**APPLICATION FORM FOR EOI – ASSIGNMENT OF DEVELOPMENT MANAGEMENT AUTHORITY TO MAHAPREIT****A. Applicant Details**

1. Name of Applicant (Society / Land Owner(s) / Lease-holder(s) / Proposed Society under SRA Scheme)	
2. Category (tick one): CHS / Individual Land Owner / Joint Owners / Lease-holder / Proposed-Existing Society under SRA Scheme	
3. Society/Scheme Registration No. & Date (if CHS or SRA scheme)	
4. Registered/Correspondence Address	
5. Name & Designation of Authorised Signatory	
6. Contact No. / Email ID	

B. Project Details

7. Name of Proposed Project	
8. Project Location / Address	
9. Survey No. / CTS No. / Plot No. Village/Ward	
10. Plot Area (sq. m.)	
11. Nature of Project (Free-sale / Redevelopment / Slum Rehabilitation (SRA) / Affordable Housing / Self-Redevelopment / Other)	
12. Jurisdictional Planning Authority & Applicable Regulation (DCPR 2034 / UDCPR) — see Clause 3.2 of the EOI	
13. Present FSI Utilised & Proposed/Permissible FSI	
14. Status of MahaRERA Registration (Applied / Registered / Not Yet Applied) & Registration No., if any	

15. Status of Member/Eligible-Dweller Consent (% obtained) — see Clause 3.1 of the EOI	
16. Details of Pending Litigation, if any (attach separate sheet if required)	

C. Scope Required / Enclosures

17. Scope of Services Required (tick all applicable): Transaction Advisory & PMS / Government Approvals Facilitation / Fund Raising Facilitation	
18. Any Existing Consultant/PMC Engaged for the Project (Yes/No; if yes, details and status of exit)	
19. List of Documents Enclosed (as per Section 8 of the EOI)	

D. Suggested Developer / Consortium of Developers / Investor (Applicant-suggested under Section 5, or MAHAPREIT-suggested under Section 6, of the EOI)

20. Do you wish to suggest a Developer / Consortium of Developers under Section 5 of the EOI? (Yes / No)	
21. If yes, Name of Suggested Developer / Consortium	
22. Brief Profile of Suggested Developer (MahaRERA Registration No., completed/ongoing projects, financial capacity)	
23. Confirmation of Acceptance of Risk & Liability under Clause 5.3 (mandatory if Q.20 is “Yes”) (Yes / Not Applicable)	
24. If “No” to Q.20, do you request MAHAPREIT to suggest a Developer / Consortium of Developers / Investor-cum-Financier / Investor from its Empanelled List under Section 6 of the EOI? (Yes / No)	
25. If Q.24 is “Yes”, any preference as to category (tick one): Developer / Consortium of Developers /	

Consortium of Developer & Investor-cum-Financier / Investor only / No preference	
---	--

Declaration

We hereby declare that the information furnished above and the documents enclosed herewith are true and correct to the best of our knowledge and belief. We have read and understood the terms of the EOI dated 27/08/2026 and the enclosed draft Mandate Letter (Annexure-1), including Section 3 (Applicable Regulatory Framework — MahaRERA and UDCPR/DCPR), Section 5 (Right of Applicant to Suggest Developer/Consortium of Developers) and Section 6 (MAHAPREIT's Right to Suggest Developer/Consortium of Developers/Investor-cum-Financier) of the EOI, and confirm our willingness to be considered for assignment of Development Management Authority to MAHAPREIT on the terms set out therein, subject to such modifications as may be mutually agreed upon selection.

Where we have indicated a Suggested Developer/Consortium of Developers at Section D above, we confirm and undertake that, in accordance with Clause 5.3 of the EOI, we shall bear all risk, responsibility and liability whatsoever in relation to the engagement, performance, default and conduct of such Suggested Developer, and shall keep MAHAPREIT fully indemnified and held harmless in that regard, it being understood that MAHAPREIT's approval of the Suggested Developer is limited to an acceptability review and does not constitute any guarantee or assurance as to its performance.

Where we have requested MAHAPREIT to suggest a Developer/Consortium of Developers/Investor-cum-Financier/Investor at Section D above, we acknowledge that any such MAHAPREIT-Suggested Entity shall be identified from MAHAPREIT's Empanelled List in accordance with Section 6 of the EOI, that its engagement for the Project shall remain subject to our approval in terms of Clause 6.3(d), and that MAHAPREIT's identification/shortlisting thereof does not constitute a guarantee of its performance, in accordance with Clause 6.5 of the EOI.

Signature of Authorised Signatory: _____

Date: _____

Name: _____ Designation: _____

(Common Seal of the Society, if applicable)

MANDATE LETTER FOR ASSIGNMENT OF DEVELOPMENT MANAGEMENT AUTHORITY

(Assignment of Development Management Authority cum Facilitation Rights for (1) Providing Transaction Advisory and Project Monitoring Services (PMS), (2) obtaining Government Approvals, and/or (3) Project Fund Raising for a Housing Project at Mumbai)

Date: [●]

To,

Managing Director
Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT)
B-501,502 Pinnacle Corporate Park,
Next to Trade Center, BKC, Bandra East,
Mumbai 400051.
Maharashtra

Subject: Mandate cum Request for Assignment of Development Management Authority cum Facilitation Rights for (1) Providing Transaction Advisory and Project Monitoring Services (PMS), (2) obtaining Government Approvals, and/or (3) Project Fund Raising for a Housing / Infrastructure Project at Mumbai/ MMR known as “[Project Name]” situated at [Project Location], Mumbai, Maharashtra (“Project”)

Ref.: 1. Expression of Interest invited by MAHAPREIT dated 27.08.2026
2. Letter of Intimation of selection by MAHAPREIT dated [--]

Dear Sir/Madam,

We, [Name of the Land Owner(s)] / Lease Holder * / Registered power of attorney Holder for Free hold land* / [Name of the Co-operative Housing Society] / [Name of the proposed/existing Co-operative Housing Society of eligible slum dwellers under the SRA Scheme*], [a co-operative housing society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. [●] and having its registered address at [●] / the owner(s) in respect of the land bearing Survey No./CTS No. [●] / a proposed or existing Co-operative Housing Society of eligible slum dwellers formed, or being formed, under a scheme sanctioned by the Slum Rehabilitation Authority (SRA), particulars of the Letter of Intent/scheme being [●]], (hereinafter referred to as the “Principal”, “Owner” or “Society”, as applicable, which expression shall, unless repugnant to the context or meaning thereof, include its members, successors-in-title and permitted assigns), are the owner(s) of, and/or entitled to, the land and structure(s) comprised in the housing project/redevelopment project known as “[Project Name]” situated at [complete address, Survey No./CTS No., Village/Ward], Mumbai, Maharashtra (“Project”), more particularly described in Annexure E.

*Strike out whichever is not applicable

We are desirous of appointing MAHAPREIT, a Government of Maharashtra Undertaking incorporated under the Companies Act and having its registered office at [Registered Office Address] (hereinafter referred to as the “MAHAPREIT” or the “Mandate Holder”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), to render **Facilitation Rights cum authority for Providing Transaction Advisory, Project Monitoring Services (PMS), obtaining Government**

Approvals and/or Fund Raising for a Housing Project in Mumbai Metropolitan Region (MMR)) with the concerned Central, State and local Government Authorities for obtaining the statutory approvals, permissions, clearances and No-Objection Certificates required for the Project, and to facilitate the arrangement and mobilisation of project finance/funds for the Project, on the terms and conditions set out in this Mandate Letter (the “Mandate”, and the mandate, authority and facilitation rights so granted, the “Development Management Authority”).

The Principal and the MAHAPREIT are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

NOW, THEREFORE, upon countersignature by the MAHAPREIT as provided below, signifying its conditional acceptance as may be mutually agreed between the parties, this Mandate Letter shall constitute a valid and binding agreement between the Parties on the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

1.1 “Project” means the housing/real estate development project known as “[Project Name]” located at [Project Location], Mumbai, together with all phases thereof, more particularly described in Annexure E.

1.2 “Government Authorities” means MahaRERA, MCGM, MMRDA, MHADA, SRA, MPCB, MCZMA/SEIAA, AAI, the Mumbai Fire Brigade, the Office of the Collector, and any other Central, State, statutory, municipal or local authority having jurisdiction over the Project.

1.3 “Approvals” means all permissions, sanctions, licences, clearances, consents and No-Objection Certificates required for the Project, as more particularly listed in Annexure B, including any additional approval that may become necessary during the Mandate Period.

1.4 “Funds” or “Fund Raising” means debt, equity, structured finance or any other form of financial assistance mobilised for the Project, as described in Annexure C.

1.5 “Effective Date” means the date on which this Mandate Letter is countersigned by the MAHAPREIT.

1.6 “Mandate Period” has the meaning assigned to it in Clause 4.

1.7 “Transaction Advisory Services” means the transaction advisory, structuring and Project Monitoring Services (PMS) to be rendered together by the MAHAPREIT in relation to the Project, as more particularly described in Annexure A.

1.8 “Development Management Authority” means the mandate, authority and Facilitation rights granted by the Principal to the MAHAPREIT under Clause 2 of this Mandate Letter in respect of Transaction Advisory Services, PMS Services, Approvals, and/or Fund Raising, as applicable.

1.9 “Suggested Developer” means a developer or consortium of developers identified and proposed by the Principal under Clause 3.5(a).

1.10 “Empanelled List” means MAHAPREIT’s panel of pre-qualified developers, consortiums of developers, and investors/financiers, maintained and periodically updated through an open, transparent and competitive empanelment process.

1.11 “MAHAPREIT-Suggested Entity” means a developer, consortium of developers, consortium of a developer and an investor-cum-financier, or an investor/financier, identified by MAHAPREIT from the Empanelled List under Clause 3.5(c).

2. GRANT OF MANDATE

2.1 The Principal hereby appoints and grants to the MAHAPREIT, and the MAHAPREIT hereby accepts, an exclusive mandate and Development Management Authority to act as the Principal's authorised facilitator and Facilitation agency for (a) providing Transaction Advisory Services and PMS for the Project; (b) obtaining the Approvals for the Project from the Government Authorities; and (c) facilitating the arrangement, structuring and mobilisation of Funds for the Project, in each case in accordance with the scope of services set out in Clause 3.

2.2 This Mandate is granted on an exclusive basis for the Mandate Period. During the subsistence of this Mandate, the Principal shall not engage, directly or indirectly, any other individual, consultant, agency or entity for the scope of services described in Clause 3 in respect of the Project, save with the MAHAPREIT's prior written consent.

3. SCOPE OF SERVICES

3.1 Transaction Advisory and PMS Services. The MAHAPREIT shall provide Transaction Advisory Services and PMSi Services in relation to the Project, including the activities listed in Annexure A, it being clarified that the specific deliverables and fee structure for the PMS shall be agreed in writing between the Parties and shall form part of Annexure A and Annexure D (Fee Schedule).

3.2 Facilitation for Government Approvals. The MAHAPREIT shall provide coordination and facilitation services with the Government Authorities for obtaining the Approvals listed in Annexure B, including without limitation:

- preparation, compilation and submission of applications and requisite documentation in the prescribed formats;
- Facilitation and follow-up with the concerned departments/officers of the Government Authorities;
- coordinating site inspections, hearings and clarifications sought by the Government Authorities;
- tracking the status of applications and providing periodic status reports to the Principal; and
- assisting the Principal in complying with conditions attached to any Approval granted.

3.3 Fund Raising Facilitation. The MAHAPREIT shall provide facilitation and Facilitation services for arranging Funds for the Project, including the activities listed in Annexure C, subject always to final credit/investment decisions resting solely with the respective lender(s)/investor(s) and shall be on the basis of credit rating and strength of books of accounts of principal.

3.4 The MAHAPREIT's role under this Mandate is that of a facilitator and Facilitation agency only. For the avoidance of doubt, the MAHAPREIT does not guarantee the grant of any Approval, the sanction/disbursement of any Funds, or any specific commercial outcome from the Transaction Advisory Services or PMS Services, all of which remain within the sole discretion of the respective Government Authorities, lenders, investors and other counterparties, as applicable.

3.5 Developer and Investor Sourcing. (a) Unless otherwise agreed in writing, the Principal shall be entitled to identify and propose a Suggested Developer/Architect for the development/redevelopment of the Project. The Principal shall furnish MAHAPREIT such information regarding the Suggested Developer (including financial capacity, technical and execution track record, MahaRERA compliance history and litigation/default history) as MAHAPREIT may reasonably require to assess its acceptability, and MAHAPREIT shall consider the same in good faith and without undue delay, approving the Suggested Developer upon being satisfied as to its acceptability. (b) MAHAPREIT's approval of a Suggested Developer is limited to an acceptability review on the basis of information furnished by the Principal and does not constitute any recommendation, endorsement, guarantee or assurance as to the Suggested Developer's performance, solvency, competence or conduct. All risk, responsibility and liability whatsoever arising out of or in connection with the engagement, performance, default or conduct of a

Suggested Developer shall be borne solely by the Principal, who shall indemnify and keep MAHAPREIT indemnified and held harmless in that regard, without prejudice to and in addition to Clause 12. (c) Where the Principal does not exercise its right under sub-clause (a), or a Suggested Developer is not found acceptable under sub-clause (a) and the Principal does not propose an alternative within 15 (fifteen) days of being so informed, MAHAPREIT shall be entitled, on request or of its own accord, to identify and propose, for the Principal's consideration, a MAHAPREIT-Suggested Entity from its Empanelled List, following MAHAPREIT's internal shortlisting, evaluation and conflict-of-interest safeguards, it being clarified that engagement of any MAHAPREIT-Suggested Entity shall remain subject to the Principal's approval by requisite resolution and to the consent thresholds applicable under law. (d) Every MAHAPREIT-Suggested Entity shall, prior to commencement of any development agreement or definitive documentation with the Principal, execute a confirmatory letter/undertaking in favour of MAHAPREIT acknowledging (i) MAHAPREIT's Mandate and Development Management Authority in respect of the Project; (ii) MAHAPREIT's Fee entitlement under Annexure D; and (iii) non-circumvention obligations towards MAHAPREIT corresponding to those undertaken by the Principal under this Mandate. (e) The identification of a MAHAPREIT-Suggested Entity under sub-clause (c) reflects an exercise of reasonable care by MAHAPREIT in curating its Empanelled List and does not constitute a guarantee, warranty or assurance as to that entity's performance, solvency or conduct, and Clause 3.4 shall apply equally to this Clause 3.5.

4. TERM

4.1 This Mandate shall commence on the Effective Date and shall remain valid for a period of [●] ([●]) months/years therefrom ("Mandate Period"), unless terminated earlier in accordance with Clause 14.

4.2 The Mandate Period may be extended by mutual written consent of the Parties, on such terms as may be agreed in writing.

5. REMUNERATION AND FEES

5.1 In consideration of the services rendered by the MAHAPREIT under this Mandate, the Principal shall pay to the MAHAPREIT fees as set out in Annexure D ("Fees"), comprising (a) a fee for the Transaction Advisory Services and PMS, whether fixed, milestone-based or success-based, as agreed between the Parties; (b) a success-based facilitation fee calculated as a percentage of the value/scale of the Approval facilitated, payable upon receipt of each material Approval; and (c) a success-based facilitation fee calculated as a percentage of the quantum of Funds actually sanctioned and disbursed pursuant to the MAHAPREIT's facilitation, in each case as more particularly detailed in Annexure D.

5.2 The percentage rates and payment triggers shall be finalised and agreed in writing by the Parties prior to, or concurrently with, execution of this Mandate Letter. Annexure D as so agreed shall form an integral part of this Mandate.

5.3 All Fees, are exclusive of (including GST (Goods and Services Tax)), applicable taxes, which shall be treated as project cost and is payable by the Developer.

5.4 The Principal shall reimburse the MAHAPREIT for reasonable, actual and pre-approved out-of-pocket expenses (including statutory/application fees paid on the Principal's behalf, travel and incidental expenses) incurred by the MAHAPREIT in rendering services under this Mandate, against submission of supporting documents/invoices.

5.5 All the fees/ expenses mentioned above (5.1 to 5.4), payable to MAHAPREIT shall be made by the through selected/ appointed Developer.

6. INVOICING AND PAYMENT

6.1 The MAHAPREIT shall raise invoices for Fees upon achievement of the respective milestones set out in Annexure D.

6.2 The Principal shall make payment of undisputed invoices within 30 (thirty) days from the date of receipt thereof, failing which the outstanding amount shall carry interest at 18% per annum until the date of actual payment.

7. OBLIGATIONS OF THE MAHAPREIT

The MAHAPREIT shall:

- render the services under this Mandate with due diligence, professional skill and care and in compliance with applicable law;
- keep the Principal informed of material developments and the status of the Transaction Advisory Services, PMS, applications for Approvals, and Fund Raising, on a periodic (at least monthly) basis;
- not to make any representation, commitment or undertaking on behalf of the Principal to any Government Authority, lender or investor except as expressly authorised in writing;
- maintain confidentiality of all information and documents shared by the Principal, in accordance with Clause 10; and
- comply with the anti-corruption, anti-bribery, vigilance and public-conduct norms applicable to it as a Government undertaking, and neither offer nor accept any illegal gratification in connection with the services.

8. OBLIGATIONS OF THE PRINCIPAL

The Principal shall:

- provide the MAHAPREIT with all documents, information, drawings, title papers and other material reasonably required for making applications and processing the same;
- execute such authorisations, applications, powers of attorney and undertakings as may reasonably be required to enable the MAHAPREIT to represent the Principal before the Government Authorities, lenders and investors;
- pay all statutory fees, premiums, charges and taxes payable to the Government Authorities directly, or reimburse the same to the MAHAPREIT if paid by the MAHAPREIT on the Principal's behalf;
- pay the Fees and expenses in terms of Clauses 5 and 6; and
- not, save as permitted under Clause 2.2, engage any other agency for the scope of services under this Mandate during the Mandate Period.

9. AUTHORISATION

9.1 The Principal shall, simultaneously with or promptly after execution of this Mandate Letter, issue a specific Power of Attorney/Letter of Authority in favour of the MAHAPREIT (and/or its authorised representatives) to the extent required to enable the MAHAPREIT to liaise with, and make submissions before, the Government Authorities, lenders and investors on the Principal's behalf.

9.2 Such Power of Attorney/Letter of Authority shall be limited to the scope of this Mandate and shall not be construed as authorising the MAHAPREIT to incur any financial liability on behalf of the Principal.

10. CONFIDENTIALITY

10.1 Each Party shall keep confidential all non-public information disclosed by the other Party in connection with this Mandate and shall not disclose the same to any third party, save (a) with the prior written consent of the disclosing Party; (b) as required to be disclosed to Government Authorities, lenders or investors for the purposes of this Mandate; or (c) as required by law or by a competent regulator/statutory authority.

10.2 This obligation shall survive termination or expiry of this Mandate for a period of one year thereafter.

11. REPRESENTATIONS AND WARRANTIES

11.1 Each Party represents and warrants that it has full power and authority to enter into this Mandate and that this Mandate constitutes a valid and binding obligation on it.

11.2 The Principal represents that it has clear and marketable title to/development rights over the Project land and that all information and documents furnished by it to the MAHAPREIT are true, correct and not misleading in any material respect.

11.3 The MAHAPREIT represents that it shall render the services under this Mandate in accordance with applicable law and the norms applicable to it as a Government undertaking.

11.4 Where the Principal is a co-operative housing society, the Principal further represents and warrants that execution of this Mandate, and the grant of the exclusive facilitation and Facilitation mandate to the MAHAPREIT, has been duly authorised by a resolution passed at a General Body Meeting of the Society held on [●] in accordance with the Society's bye-laws and the Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder, a certified true copy whereof is annexed as Annexure F, and that the requisite member consents for the Project/redevelopment have been or shall be obtained as required under applicable law. Where the Principal is a proposed or existing Co-operative Housing Society of eligible slum dwellers formed, or being formed, under a scheme sanctioned by the Slum Rehabilitation Authority (SRA) and not yet formally registered, the resolution referred to above may instead be passed by its managing/ad-hoc committee, and the consent threshold applicable to the concerned SRA scheme shall apply in lieu of the consent threshold under the Maharashtra Co-operative Societies Act, 1960.

11.5 The Principal represents and warrants that, as of the Effective Date, it is not bound by any subsisting exclusive engagement with any other individual, consultant, PMC agency or facilitator for the scope of services under this Mandate in respect of the Project, or, if any such engagement subsists, that it has been lawfully terminated or will be lawfully terminated/exited prior to commencement of MAHAPREIT's services hereunder.

12. INDEMNITY

Each Party shall indemnify and keep indemnified the other Party against any loss, damage, cost or liability arising out of (a) any breach of its representations, warranties or obligations under this Mandate; or (b) any fraudulent, negligent or wilful act or omission on its part or that of its employees/representatives, save to the extent such loss arises from the negligence, breach or default of the indemnified Party. Without prejudice to the foregoing, the Principal's indemnity in respect of a Suggested Developer under Clause 3.5(b) shall apply in addition to, and shall not be limited by, this Clause 12.

13. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Mandate, the MAHAPREIT's aggregate liability under or in connection with this Mandate shall not exceed the aggregate Fees actually paid to the MAHAPREIT hereunder, save in cases of fraud or wilful misconduct. The MAHAPREIT shall not be liable for any

refusal, delay or condition imposed by any Government Authority, lender or investor, such matters being outside the MAHAPREIT's reasonable control.

14. TERMINATION

14.1 Either Party may terminate this Mandate by giving 30 (thirty) days' prior written notice to the other Party.

14.2 Either Party may terminate this Mandate forthwith by written notice if the other Party commits a material breach of this Mandate and fails to cure such breach within thirty (30) days of receipt of notice thereof, or in the event of insolvency, winding-up or liquidation of the other Party.

14.3 Upon termination: (a) the MAHAPREIT shall remain entitled to Fees accrued/earned up to the date of termination in respect of Approvals obtained and Funds sanctioned/disbursed prior to such date; and (b) each Party shall return to the other all documents and confidential information in its possession relating to the other Party.

15. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance of its obligations under this Mandate to the extent such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, war, riot, government action, pandemic or natural calamity, provided the affected Party promptly notifies the other Party and uses reasonable efforts to mitigate the effect thereof.

16. ASSIGNMENT AND SUB-CONTRACTING

Neither Party shall assign or transfer its rights or obligations under this Mandate without the prior written consent of the other Party, save that the MAHAPREIT may, upon prior written intimation to the Principal, engage its own empanelled consultants/associates for specific components of the services, without diluting the MAHAPREIT's overall responsibility under this Mandate.

17. DISPUTE RESOLUTION

17.1 The Parties shall, in the first instance, endeavour to resolve any dispute arising out of or in connection with this Mandate amicably through good-faith discussions between their senior representatives within thirty (30) days of either Party notifying the dispute to the other.

17.2 Failing amicable resolution, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (and any statutory modification or re-enactment thereof), by a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English.

18. GOVERNING LAW AND JURISDICTION

This Mandate shall be governed by and construed in accordance with the laws of India. Subject to Clause 17, the courts at Mumbai alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Mandate.

19. NOTICES

All notices under this Mandate shall be in writing and delivered by hand, registered post/speed post, or electronic mail, to the addresses of the Parties set out above (or such other address as may be notified in writing by a Party to the other), and shall be deemed to have been served upon actual receipt.

20. MISCELLANEOUS

20.1 Entire Agreement: This Mandate Letter, together with its Annexures, constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior discussions, negotiations and understandings, whether oral or written.

20.2 Amendment: No amendment or variation of this Mandate shall be valid unless made in writing and signed by the authorised representatives of both Parties.

20.3 Severability: If any provision of this Mandate is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.4 Waiver: No failure or delay by a Party in exercising any right under this Mandate shall operate as a waiver thereof.

20.5 Stamp Duty and Registration: This Mandate Letter shall be executed on non-judicial stamp paper of appropriate value/e-stamped, and registered if required, in accordance with the Maharashtra Stamp Act, 1958, the Registration Act, 1908 and other applicable law, the stamp duty and registration charges (if any) being borne by [the Principal/as mutually agreed between the Parties].

20.6 Counterparts: This Mandate Letter may be executed in counterparts, including in electronic form, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

If the foregoing terms are acceptable to you, we request you to countersign and return the duplicate copy of this Mandate Letter as a token of your unconditional acceptance, whereupon this shall constitute a binding Mandate between us.

Thanking you,

For and on behalf of

[Name of the Land Owner(s) / Co-operative Housing Society]

(pursuant to the resolution referred to in Clause 11.4 / Annexure F, if applicable)

Chairman

Secretary

Treasurer

Name: [●]

Name: [●]

Name: [●]

Date: [●]

(Common Seal of the Society, if applicable)

ACCEPTED AND AGREED

For and on behalf of

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT)

Authorised Signatory

Name: [●]

Designation: [●]

Date: [●]

Witnesses:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

ANNEXURE A

Scope of Transaction Advisory and Project Monitoring Services (PMS)

- Undertaking preliminary feasibility studies and transaction advisory in relation to the development/redevelopment options available for the Project (including self-development/self-redevelopment (including under the State Government's self-redevelopment policy, where applicable), joint development, joint venture, development management, slum rehabilitation, or assignment of development rights), and assisting the Principal in evaluating the most suitable structure.
- Assisting the Principal in preparation of request for proposal (RFP)/tender documentation, evaluation criteria and process for shortlisting prospective developers, joint venture partners, contractors or other transaction counterparties, where the Principal opts for such a route.
- Facilitating and coordinating negotiations in relation to the development agreement, joint venture agreement or other transaction documents for the Project, in coordination with the Principal's legal and other advisors.
- Rendering Project Monitoring Services (PMS) for the Project, including planning and scheduling support, cost and quality monitoring, and coordination with the architects, contractors, project management consultants and other professionals engaged for the Project.
- Providing periodic advisory inputs on project structuring, cost optimisation, delivery timelines and applicable best practices for comparable housing/redevelopment projects.
- Assisting the Principal in preparation of information memoranda, project reports and other documentation required for the Transaction Advisory Services and PMS.
- Any other transaction advisory or PMS-related activity in relation to the Project as may be mutually agreed between the Parties in writing from time to time.

(The specific deliverables and milestones for the Project Monitoring Services shall be separately agreed in writing between the Parties and shall form part of this Annexure A.)

ANNEXURE B

List of Government Approvals

Coordination Government Agencies and provide assistance to the Principal/ selected/ appointed Developer in obtaining the following approvals

- Registration of the Project under the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority (MahaRERA).
- Development permissions, Intimation of Disapproval (IOD) and Commencement Certificate (CC), including full/part CC for successive floors, from the Municipal Corporation.
- Occupation Certificate (OC) / Part Occupation Certificate from the Municipal Corporation.
- Environmental Clearance from the State Environment Impact Assessment Authority (SEIAA) / Ministry of Environment, Forest and Climate Change (MoEF&CC), where the built-up area threshold under the applicable notification is attracted.
- Coastal Regulation Zone (CRZ) clearance from the Maharashtra Coastal Zone Management Authority (MCZMA), where applicable.
- Height No-Objection Certificate from the Airports Authority of India (AAI), where applicable.
- No-Objection Certificate from the Mumbai Fire Brigade / Chief Fire Officer.
- No-Objection Certificate from the Tree Authority, MCGM, for tree cutting/transplantation, where applicable.
- Consent to Establish and Consent to Operate from the Maharashtra Pollution Control Board (MPCB), where applicable.
- Approvals under the applicable Development Control and Promotion Regulations from MHADA (Maharashtra Housing and Area Development Authority), where the Project involves cessed building redevelopment or MHADA layout, including Regulation 33(5)/33(7) schemes.
- Approvals from the Slum Rehabilitation Authority (SRA), where the Project involves a slum rehabilitation component under Regulation 33(10).
- No-Objection Certificate/approval from the Mumbai Metropolitan Region Development Authority (MMRDA), where the Project falls within MMRDA's planning jurisdiction.
- Collector's No-Objection Certificate, land use conversion / non-agricultural (NA) permission, where applicable.
- High Rise Committee approval, for buildings exceeding the height prescribed under applicable regulations.
- Lift/Elevator Inspectorate approval and Electrical Inspector's approval.
- Water supply and sewerage connection No-Objection Certificates from the Hydraulic Engineer's Department, MCGM.
- Any other statutory licence, permission, sanction, consent or No-Objection Certificate required for the Project from any Central, State, statutory, municipal or local government authority, as may be identified by the Parties from time to time during the Mandate Period.

ANNEXURE C

Scope of Fund Raising Facilitation

- Identifying and approaching scheduled commercial banks and financial institutions for construction/project finance and term loans.
- Identifying and approaching Non-Banking Financial Companies (NBFCs) and Housing Finance Companies (HFCs) for structured debt facilities.
- Identifying and approaching Alternative Investment Funds (AIFs), private equity investors and institutional investors for equity or quasi-equity participation in the Project.
- Facilitating access to External Commercial Borrowings (ECB), where permissible under the extant guidelines of the Reserve Bank of India and the Foreign Exchange Management Act, 1999.
- Facilitating access to government/institutional affordable-housing funding schemes (including schemes linked to the Pradhan Mantri Awas Yojana), where the Project qualifies.
- Coordinating with Real Estate Investment Trusts (REITs) or other institutional platforms, where the Principal contemplates such participation.
- Assisting the Principal in preparation of project information memoranda, financial projections and other appraisal documentation required by prospective lenders/investors.
- Coordinating due diligence, site visits, documentation and sanction/disbursement processes with the shortlisted lender(s)/investor(s), it being clarified that the final decision to sanction, disburse or invest rests solely with the concerned lender(s)/investor(s) and not with the MAHAPREIT.

ANNEXURE D**Fee Schedule**

As per Clause 5 of the Mandate Letter of the [name of the Society]

(To be finalised and agreed in writing by the Parties; percentages/amounts below are illustrative placeholders only.)

Sr. No.	Services	Fee as a percentage of Project Cost #
1	Transaction Facilitation / Advisory Services As per Annexure A	* As per the table below
2	Project Monitoring Services (PMS) as per Annexure A	2%
3	Fund raising for the project	2% of the funds arranged

*

Sr. No.	Project Cost (In Cr.)	Facilitation Charges of MAHAPREIT
1.	Up to 5	10 % or more as mutually agreed between parties
2.	Above 5 to 100	5%
3.	101 to 200	4%
4.	201 to 500	3%
5.	501 to 1000 and above	2%

All Fees stated above are exclusive of applicable taxes (including GST) and are subject to Clause 5 and Clause 6 of this Mandate Letter.

The project cost shall mean all costs incurred towards execution of project including all FSI, premium costs, statutory approvals and execution cost etc.

ANNEXURE E**Description of the Project**

Project Name: [●]

Location/Address: [●], Mumbai, Maharashtra

Survey No./CTS No./Plot No.: [●]

Village/Ward: [●]

Plot Area: [●] sq. m.

Nature of Project (e.g., free-sale / redevelopment / slum rehabilitation (SRA) / affordable housing / self-redevelopment / other): [●]

Permissible/Proposed FSI and total built-up (carpet/RERA carpet) area: [●]

Jurisdictional Planning/Local Authority: [●]

Applicable Regulation (DCPR 2034 / UDCPR), per Clause 3.2 of the EOI: [●]

Present FSI Utilised: [●]

Brief Description: [●]

ANNEXURE F

Authorisation (applicable where the Principal is a Co-operative Housing Society, or a proposed/existing Society of eligible slum dwellers under an SRA scheme)

[Attach a certified true copy of the resolution passed at the Special General Body Meeting/Managing Committee meeting of the Society (or, where the Principal is a proposed/existing Society of eligible slum dwellers under an SRA scheme not yet formally registered, of its managing/ad-hoc committee), authorising: (a) the redevelopment/Project; (b) the grant of an exclusive mandate and Development Management Authority to the MAHAPREIT for Transaction Advisory Services, PMS, facilitation of Government Approvals, and Fund Raising, on the terms of this Mandate Letter; and (c) the Chairman/Secretary/Treasurer (or other named office-bearers/ad-hoc committee members) to execute this Mandate Letter and any related Power(s) of Attorney on behalf of the Society.]

Date of Resolution: [●] Registration No. of Society: [●] Registering Authority: Deputy/Assistant Registrar of Co-operative Societies, [Ward/Zone], Mumbai

It is further submitted that M/s [Name of the Architect firm) is nominated by [Name of the CHS] as our Architect/Consultant for the project.

It is further submitted that M/s [Name of the Developer firm) is nominated by [Name of the CHS] as our Developer for the project.