



**टिसीडिएआयसीएल**

**महाप्रित व ठाणे महानगर पालिका यांचे एसपीव्ही**

(म. फु. मा. वि. म. ची उपकंपनी, महाराष्ट्र शासन चा उपक्रम)



## **पात्रता आणि प्रस्तावासाठी विनंती आमंत्रित करण्याची सूचना**

टिसीडिएआयसीएल (एसपीव्ही) कडून कोपरी येथील ठाणे नूतनीकरण योजने अंतर्गत, समूह विकास प्रकल्पाच्या अंमलबजावणीसाठी व विकासकाच्या नियुक्तीसाठी पात्रता आणि प्रस्तावाची विनंती बांधकाम आणि विकास संस्था (C&DA) मार्फत पीपीपी तत्वावर आमंत्रित करण्यात येत आहे. निविदा सादर करण्याची अंतिम तारीख ०७/०८/२०२५ आहे.

क्लस्टर, आरएफक्यू आणि प्रस्तावांची माहिती <https://tcdaic.in/tcweb/tenders> व <https://mahapreit.in/> वर पाहता येईल आणि <https://mahatenders.gov.in> वर सादर करता येईल.

**संचालक (तांत्रिक) टीसीडीएआयसीएल**



**टीसीडीएआईसीएल**

**महाप्रित तथा ठाणे महानगर पालिका की एसपीवी**

(म. फु. मा. वि. म. की उप कंपनी, महाराष्ट्र सरकार का उपक्रम)



## **अर्हता तथा प्रस्ताव के हेतु अनुरोध आमंत्रण की सूचना**

टीसीडीएआईसीएल (एसपीवी) ठाणे स्थित कोपरी में नागरी नवीकरण योजना के अंतर्गत समूह विकास परियोजना के कार्यन्वयन के हेतु तथा विकासक की नियुक्ति के लिए अर्हता तथा प्रस्ताव के हेतु अनुरोध निर्माण एवं विकास एजेन्सी (C&DA) के माध्यम से पीपीपी आधार पर आमंत्रित करते हैं। निविदा प्रस्तुति की अंतिम तिथि **07/08/2025** है।

क्लस्टर, आरएफक्यू तथा प्रस्तावों की जानकारी <https://tcdaic.in/tcweb/tenders> तथा <https://mahapreit.in/> पर देखी जा सकती है और <https://mahatenders.gov.in> पर प्रस्तुत की जा सकती है।

**निदेशक (तकनीकी) टीसीडीएआईसीएल**



**TCDAIL**  
**A SPV of MAHAPREIT & THANE MUNICIPAL CORPORATION**  
(Subsidiary of MPBCDC,  
a Government of Maharashtra undertaking)



**Notice for Inviting Request for Qualification cum Proposal**

TCDAIL (SPV) invites Request for Qualification cum Proposal for Appointment of Developer for the Implementation of the Urban Renewal Scheme at Kopri cluster in Thane city through a Construction and Development Agency (C&DA) on PPP basis. The last date of submission of bids is **07/08/2025**.

Details of cluster and RFQ cum Proposal can be viewed on **<https://tcdaic.in/tcweb/tenders>** and on **<https://mahapreit.in/>** and submitted on **<https://mahatenders.gov.in>**.

**Director (Technical) TCDAIL**

**THANE CLUSTER DEVELOPMENT AND AREA IMPROVEMENT  
COMPANY LIMITED**

**(TCDAICL)**

*Special Purpose vehicle of MAHAPREIT and Thane Municipal Corporation*

**REQUEST FOR QUALIFICATION CUM PROPOSAL**

**For**

**Appointment of a Developer for the Implementation of the Urban  
Renewal Scheme at Kopri, Thane (E) through a Construction and  
Development Agency (C&DA)**

**Tender Ref No.: RFQ cum RFP/TCDAICL/Thane/Kopri/2025**

**DATE- 15/07/2025**

**THANE CLUSTER DEVELOPMENT AND AREA IMPROVEMENT COMPANY LIMITED (TCDAICL)**

Pinnacle Corporate Park,

5<sup>th</sup> floor, next to Trade Centre, Bandra Kurla Complex, Bandra East,

Mumbai, Maharashtra 400051

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## **DISCLAIMER**

The information contained in this Request for Qualification cum Proposal document (the “RFQ-cum-RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the TCDAICL or any of their employees or advisors, is provided to Bidder (s) on the terms and conditions set out in this RFQ-cum-RFP and such other terms and conditions subject to which such information is provided. The purpose of this RFQ-cum-RFP is to provide interested parties with information that may be useful to them in preparing their bids (the “Bid”) including all the necessary submission and the financial offers pursuant to this RFQ-cum-RFP. This RFQ-cum-RFP includes statements, which reflect various assumptions and assessments arrived at by the TCDAICL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ-cum-RFP may not be appropriate for all entities, and it is not possible for the TCDAICL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ-cum-RFP. The assumptions, assessments, statements, and information contained in this RFQ-cum-RFP may not be complete, accurate, or correct. Each bidder should therefore conduct their own investigations and analysis and should check accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFQ-cum-RFP and obtain independent advice from appropriate sources at their own cost.

Information provided in this RFQ-cum-RFP to the Bidder(s) is on a wide range of matters, some of which depend upon interpretation of law, as applicable at that time. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TCDAICL accepts no responsibility for the accuracy or otherwise, and/or for any interpretation or opinion on law expressed herein. The TCDAICL, its employees and advisors make no representation or warranty and shall have no liability to any person/entity, including any Bidder under any Law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ-cum-RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ-cum-RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ-cum-RFP or arising in anyway during the Bidding Process.

The TCDAICL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused or arising from reliance of any interested party upon the statements contained in this RFQ-cum-RFP.

The TCDAICL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ-cum-RFP through corrigendum or addendum pre-bid. The TCDAICL is not bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the TCDAICL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TCDAICL, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the TCDAICL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder including but not limited to tender fees, etc. in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 1. DEFINITIONS

**Bank Guarantee** shall mean as mentioned in clause 4.14;

**Bid (s)** shall mean the complete set of documents, including the technical and financial proposals, submitted by a Bidder in response to the Tender/Request for Proposal (RFP) issued by the TCDAICL, in accordance with the terms, conditions, specifications, and instructions contained therein. The Bid shall include all documents, forms, annexures, declarations, clarifications, and any modifications or revisions thereof submitted prior to the bid deadline or as permitted by the TCDAICL. **Bid Criteria Share** shall have same meaning as defined in Clause 5.4;

**Bidder or Bidding Company** shall mean an individual bidding company registered under the Companies Act 1956 or under the Companies Act 2013 and who submits the online proposal as per the terms of the tender documents as per the process defined;

**Bid Due Date** shall have same meaning as defined in Clause 2.10;

**Bid Security / EMD** shall have same meaning as defined in Clause 4.13;

**Carpet Area** shall carry same meaning as defined in the UDPCR -2020;

**Construction & Development Agency (C&DA)** shall refer to the Special Purpose Vehicle (SPV) company to be incorporated by the Selected Bidder for the Project ( Proposed SPV) which shall be responsible for undertaking the construction of Rehabilitation Buildings, Sale Buildings, Apartments, Commercial Spaces, along with associated Physical and Social Infrastructure and Utilities at the Project Premises, in accordance with the approved Master Plan and the terms set forth in the Construction-cum-Development Agreement. **(Annexure-F).**

**Construction-cum-Development Agreement/Agreement** means the proposed agreement to be entered into in respect of the development of the Project between TCDAICL and C&DA, containing the entire and complete terms and conditions of the contract as referred in Annexure – F;

**Control** shall mean any of; (i) the possession (whether direct or indirect) of the power to direct or cause the direction of the management or the policy decisions of a Person; or (ii) the ownership of more than 50% of the voting rights or securities of a Person on a fully diluted basis, or (iii) the power to appoint at least 50% of the members of the board of directors or similar governing body of such Person; each of which, through contractual arrangements or otherwise;

**Coercive Practice** shall have same meaning as defined in Clause 6;

**Commencement Certificate** means the building permit or the construction permit, by whatever name

called, issued by the competent authority to allow, or permit the selected Bidder to begin construction Works, as per sanctioned plan;

**Correlation:** Correlation is proportion of rehab component to sale component permitted to be constructed at every stage of work by C&DA;

**Corrupt Practice** shall have same meaning as defined in clause 6;

**Crore** shall mean Ten Million;

**Conflict of Interest** shall have same meaning as defined in clause 3.1;

**C&DA Development Rights** shall mean right given to C&DA for development of buildings at the Gross Plot & Net Plot area being offered by TCDAICL, right to use or sale such areas as per applicable Law and practices followed for similar projects on leased land by other government agencies/authorities;

**C&DA Premises** includes, all free sale buildings, structures, premises, car- parking spaces, facilities, areas, mixed-use residential / group housing, commercial (including IT/non-IT complex) and retail mall / support retail, Hospitality, Serviced Apartments, Hotel & Banquet Halls along with the requisite infrastructure, facilities, car-parking spaces / areas, internal/access roads, and such other facilities, (including recreational amenities and facilities, gardens, and playgrounds, club-house/s swimming pool/s, and other facilities) etc., as may be deemed fit by the C&DA; to be developed, constructed and sold by the C&DA by, inter alia, utilization of the C&DA Development Rights as per the terms of the Agreement;

**Damage** shall mean an amount as stated in the Construction-cum- Development Agreement, being the mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TCDAICL or C&DA as the case may be and not by way of penalty; for, inter alia, the time, cost and effort of the TCDAICL or C&DA as the case may be, including consideration of such Bidder's proposal;

**Defect Liability Period** means periods set out in the Annexure- G in which Bidder is liable to attend Defects pointed out by TCDAICL in construction work at his cost as given in Volume II and as per the provisions of the MahaRERA;

**Development** shall mean the process of demolishing existing building/structures in the Project area and developing the entire project area as per Master Plan and applicable UDCPR 2020 and applicable Government Resolutions for this land, at the cost of C&DA. The Development shall be undertaken at the cost and expense of the Construction and Development Authority (C&DA). The meaning and scope of "Development" shall be consistent with and construed in alignment with the definitions and provisions under the UDCPR 2020 and the Maharashtra Regional and Town Planning Act, 1966, as amended from time

to time;

**Development Period** means the period required for Development, Construction and sale of entire developed area to generate Revenue starting from Effective Start Date till obtaining the Occupation Certificate which shall not be longer than 10 years;

**E-Envelope 1 (Technical Bid)** shall have same meaning as defined in Clause 2.12

**E-Envelope 2 (Financial Bid)** shall have same meaning as defined in Clause 2.12;

**Escrow account** is a secure, third-party account used to hold funds or assets during a transaction, ensuring both parties fulfil their obligations before the transaction is finalized. Essentially, it acts as a neutral intermediary, safeguarding the assets until all conditions of an agreement are met;

**Eligibility Criteria** shall have same meaning as defined in Clause 3.2;

**Effective Start Date** means the date of satisfaction of Conditions Precedent by both the Parties and as mentioned in the Construction-cum-Development Agreement;

**First Round of Bidding** shall have same meaning as defined in Clause 5.3;

**Fraudulent Practice** shall have same meaning as defined in Clause 6;

**Golden Share** shall have same meaning as defined in Clause 2.3;

**Government** shall mean State Government of Maharashtra;

**Government Instrumentality** shall mean any department, division or subdivision of the Government of India or the Government of Maharashtra and includes any commission, board, authority, agency or municipal and other local authority or statutory body under the control of the Government and having jurisdiction over all or any part of the Project or the performance of all or any of the obligation of the C&DA;

**Gross Plot Area** shall mean total area of plot being offered by TCDAICL admeasuring 52.05 Hectares located in the Thane (East);

**Hectare (Ha.)** means 10,000 square meter (Sq.mt.);

**Highest Bidder** shall have same meaning as defined in clause 5.4;

**Infrastructure** shall mean the infrastructure like drainage, storm water, water supply, electrical, data and low voltage lines, gas line, Firefighting system, waste management and disposal, roads etc, required for the project and developed by Thane Municipal Corporation or any other company providing utility services or any other service providers and use of such a service to complete extent;

**INR/Rs. /Rupees/₹** means Indian Rupees;

**IST** shall mean Indian Standard Times;

**Indemnity** shall have the meaning as assigned to it in Article 7 of Annexure- G;

**Insurance** shall have the same meaning as assigned to it in Article 8 of Annexure- G;

**Land** is generally understood as the physical space on which a real estate project is developed, including the area covered by buildings, common areas, and any other designated spaces within the project boundaries. It encompasses the physical plots or apartments, or the development of land into plots or apartments, that are part of the real estate project. Here the land admeasuring **52.05 Ha** or part of the land under herein referred as the said land;

**LOA-Letter of Acceptance** shall have same meaning as defined in Clause 5.3;

**MAHAPREIT** shall mean Mahatma Phule Renewable Energy and Infrastructure Technology Limited;

**Master Plan** shall mean the land use plan to be designed prepared and amended from time to time by C&DA and approved by the High Power Committee / Local Authority;

**Minimum Guaranteed Return** shall mean the assured minimum revenue share payable by the Construction & Development Agency (C&DA) to TCDAICL, amounting to not less than INR 3500 Crores or topline revenue share whichever is more. The top-line share is to be transferred to TCDAICL as per Schedule mentioned in Para 5.1. In addition, 50% of unearned/ windfall income shall be shared with TCDAICL by SPV over the entire Project duration. This return shall be payable by the C&DA irrespective of the actual revenue generated from the sale component. The Minimum Guaranteed Return may also be structured in terms of a monetary amount and/or built-up area, as stipulated in the Construction-cum-Development Agreement, and shall remain binding on the C&DA throughout the Project lifecycle;

**Net Plot Area** shall mean total area which shall be made available to C&DA for development;

**Net Worth** shall have same meaning as defined in Clause 3.2;

**Non-responsive Bid** shall have same meaning as defined in Clause 3.1;

**Onsite infrastructure / internal development works** shall mean the infrastructure like but not limited to drainage, storm water, sewage treatment and disposal, water supply, electrical, low voltage lines, gas line, Firefighting system, waste management and disposal, internal roads, solar system, rain water harvesting, irrigation, energy management, etc. as a part of building and common infrastructure within the project boundaries and clusters therein, which then to connect to offsite infrastructure by doing required modifications to make it compatible for making the buildings complete and functional with such intended

use;

**Pass Through Charges** shall mean and include the deposits/amounts received from the Purchasers/Allottees from time to time for or towards the following:

The formation of the Association/Organization, share application money, membership fees of the Association/ Organization, legal charges, corpus deposit transferable to the Association/ Organization, and charges pertaining to the same; Maintenance and repairs of Common Areas and Facilities and also advances for outgoings; Deposits towards maintenance charges of any club-house; Stamp duty and registration fees; Maintenance, electric meter connection charges, gas connections charges, water supply connection charges etc.; and Any other charges, levies or payments payable to the Government and/or statutory authorities and any other charges called by whatsoever name which will not be retained by C&DA and to be paid/handed over to any government agency or society;

**Person** shall mean any natural person, sole proprietorship, unincorporated association, firm, company, joint venture, partnership, unlimited or limited liability company, association, or other entity (whether or not having separate legal personality);

**Performance Security** shall have the meaning as assigned to it in clause 4.14 herein;

**Planning Authority** shall mean any competent planning authority as notified by Government of Maharashtra;

**Project** shall mean the land area as defined in Clause 2.1 & scope defined in clause 2.4;

**“Public-Private Partnership” or “PPP”** refers to a collaborative arrangement between the public sector agency—namely TCDAIL and a private sector entity, wherein the private entity undertakes to design, develop, finance, construct, operate, and/or maintain a project or a part thereof, in whole or in phases, as per the agreed terms & monitored by Public Sector Entity TCDAIL; **RERA** means the Real Estate (Regulations & Development) Act, 2016 and MahaRERA means Maharashtra Real Estate Regulatory Authority;

**Restrictive Practice** shall have same meaning as defined in Clause 6;

**Reserved Matter** shall have the same meaning as defined in clause 2.2;

**RFP Process** shall have same meaning as defined in Clause 2.8;

**RFQ-cum-RFP Fee or Tender Processing Fee** shall have same meaning as defined in Clause 2.10;

**RFQ-cum-RFP or Request for Qualification Cum Request for Proposal** shall have same meaning as defined in the Disclaimer;

**Sanctioned / Approved Plan** means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural, design, if applicable, permissions such as environment permission and such other permissions, which are approved, from time to time, by competent authorities including TCDAICL;

**Second Round of Bidding** shall have same meaning as defined in Clause 5.3;

**Sector/Block** shall mean the phase/phases of development which are identified and planned by the C&DA for execution;

**Selected Bidder** shall have same meaning as defined in clause 5.3 and shall be selected by the TCDAICL after due diligence of the Technical Bid and Financial Bid submitted and after taking necessary approvals for issuance of Letter of Acceptance by the TCDAICL;

**Sale/Sales Right/Sold** wherever used in this RFP and C&DA Agreement in the context of sale of developed area shall mean the sale of the Built-up area/constructed area as per the practice followed for similar project by other government agencies such as TCDAICL, CIDCO etc. C&DA shall not have right to sale any part of the land and ownership of land at all times shall remain with TCDAICL/TMC;

**Senior Lenders** shall mean any institution based in India or abroad providing Financial Assistance under the Financing Documents and includes banks, financial institution, non-banking financial companies, funds, trusts and/or trustees for the holders of debentures/ or other debt instruments/securities issued by the C&DA who provide Financial Assistance to the C&DA under the Financing Agreement;

**Special Purpose Vehicle” or “Proposed SPV”** means the proposed legal entity to be incorporated under the Companies Act, 2013 (as amended from time to time), exclusively by the Selected Bidder, for the sole purpose of planning, developing, and implementing the Urban Renewal Scheme in accordance with the provisions of this Tender Document, the Concession Agreement, and any other related contractual arrangements in which TCDAICL will have Golden share;

**Subject Entity** shall have same meaning as defined in Clause 3.;

**TMC** shall mean Thane Municipal Corporation;

**TCDAICL** shall mean Thane Cluster Development and Area Improvement Company Limited;

**TCDAICL Share or Bid Criteria Share** shall have same meaning as defined in Clause 5.4;

**Topline Revenue** when used in the context of sales/selling rights of C&DA and TCDAICL Revenue Share shall mean revenue generated from the sale of build-up area/FSI/ TDR or any such instrument including consideration received from purchasers towards the sale units, other amount collected from preferential

location charges, floor rise, amounts from sale of parking (if permissible), any amount towards common amenities, development infrastructure charges except for the Pass-Through Charges or not including any other income accruing to C&DA;

**Technical Capacity** shall have the same meaning as defined in Clause.3.2;

**Tie Bidders** shall have same meaning as defined in Clause 5.3;

**Total Permissible Built-up Area** shall mean the aggregate Built-up Area permissible for utilization by the Construction & Development Agency (C&DA), comprising the base FSI (Floor Space Index) and applicable ancillary FSI calculated on the Gross Plot Area. This shall include the Built-up Area required for both the Rehabilitation Component and the Sale Component, as per applicable development control regulations and the approved Master Plan;

**Undesirable Practice** shall have same meaning as defined in Clause 6;

**Urban Renewal Scheme (URS)** means a scheme undertaken for the renewal of a congested or dilapidated area, primarily consisting of authorized or unauthorized old, dilapidated, substandard, or unsafe buildings, and slums and/or inadequate infrastructure. The objective is to improve the overall living conditions by restructuring the built environment, enhancing civic amenities, and creating saleable components to fund rehabilitation and infrastructure development;

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Construction-cum-Development Agreement, shall, unless repugnant to the context, have the meaning as described thereto therein;

**UDCPR -2020 shall** mean Unified Development Control and Promotion Regulations, 2020 amended from time to time;

**Unearned/Windfall income-** is the money received unexpectedly or without effort, often as one time or multiple time gains. It typically comes from unusual or unforeseen events such as sudden increase in value of investment, effect of change of state government/central government regulations/policies. 50% of unearned/ windfall income shall be shared with TCDAICL by the SPV;



## 2. INTRODUCTION

### 2.1 Background of THANE URS

In order to facilitate planned and organized redevelopment of existing unplanned dilapidated and largely unauthorized settlements, Government of Maharashtra, after long persuasion from the Public Representatives, Residents and the Administration of Thane Municipal Corporation, has approved the Urban Renewal Scheme (herein referred as "URS") policy & Regulation for Thane City, new provision was introduced under Regulation No. 165 of Thane OCR on 5th July 2017 vide notification No. TPS/1213/2726/CR-24/14/UD-12. The said Regulation is incorporated with certain changes vide regulation No. 14.8 under Unified Development Control and Promotion Regulations (UDCPR) for state of Maharashtra which came into force vide notification no. TPS. 1818/CR-236/18/Sec.37/(IAA)/UD-13, The said scheme is known as "Urban Renewal Scheme".

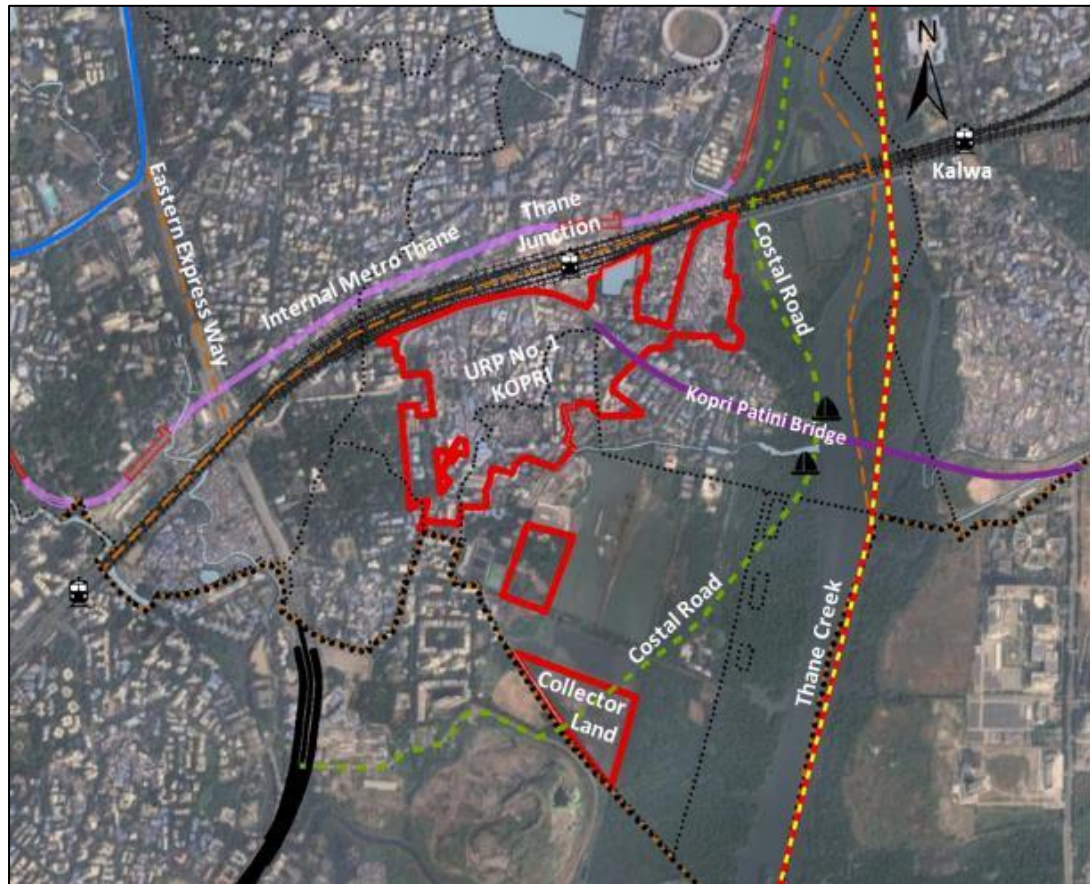
The Thane Municipal Corporation (TMC) has initiated a comprehensive Urban Renewal Program (URP) to revitalize the city by systematically redeveloping unplanned, dilapidated, and largely unauthorized settlements. As part of this expansive effort, 49 urban pockets have been designated as URP areas, encompassing approximately 1,650 hectares.

THANE MUNICIPAL CORPORATION is the nodal agency for the redevelopment of the Thane Municipal Corporation Urban Renewal Plans. Among these, 15 URPs covering nearly 500 hectares have been prioritized for immediate development. To effectively manage and execute this large-scale initiative, TMC entered into a Definitive Agreement on 2nd Day of August 2023 with Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), a Government of Maharashtra undertaking. Under this agreement TMC agreed to award and nominate MAHAPREIT for the redevelopment of multiple URPs.

TCDAICL shall act as the Implementation Agency for all the prioritized Urban Renewal Projects (URPs). Among these, TCDAICL is currently developing 32 hectares at URP-12 Kisan Nagar, covering URC 5 and 6, using a debt-financed model through TCDAICL, as a Special Purpose Vehicle (SPV) Additionally, TCDAICL now proposes to implement URP No. 01 at Kopri as an Urban Renewal Scheme (URS) through the selection of an agency under the Construction and Development (C&D) mode.

- Kopri, located in East Thane near the historic Thane Railway Station, covers 52.05 hectares and benefits from excellent connectivity by road, rail, waterways, and the upcoming metro corridor. Its strategic location and scale position it as an ideal site for a high-potential Commercial and Central Business District (CBD) development.
- The existing density within the Kopri Urban Renewal Plan (URP) area is approximately 430 tenements per hectare, with a designated rehabilitation area of 678347 sq. m. (67.83 hectares).

- In accordance with Regulation No. 14.8, the incentive component permits a saleable area of approximately 2720924 sq. m. **(272.09 hectares)**.
- The available vacant land for the first phase of development is estimated at 9.42 hectares.
- The location and boundary demarcation for the Urban Renewal Scheme (URS) is as follows:



**Some of the major decisions:**

1. Implementation of integrated development of THANE URS shall be through Special Purpose Vehicle (SPV). TCDAICL shall coordinate/ assist transfer of 52.05 Ha into the SPV Company for the development of Rehab, Sale and Infra Component
2. The sanctioned regulation number 14.8 of UDPCR 2020 will be applicable, for the THANE URS Redevelopment Project Area.
3. In order to facilitate the timely and efficient implementation of the Urban Renewal Project (URP), the Selected Bidder may propose the acquisition and inclusion of privately-owned vacant land located within a 400-meter buffer zone surrounding the designated URP area. Such land may be either contiguous or non-contiguous to the URP boundary. The inclusion of vacant private land aims to expedite the implementation of the Urban Renewal Project by reducing the overall project timeline. The proposed vacant land shall be predominantly utilized for the Rehabilitation Component, with at least 75% of the land area mandatorily allocated for the purpose.

4. For this purpose, the Developer shall submit a comprehensive proposal of rehabilitation to TCDAICL, detailing the location, extent of land, and the proposed monetary consideration towards land acquisition. Upon receipt of the proposal, TCDAICL shall constitute an Evaluation Committee comprising of the Town Planning Officer from the Local or Planning Authority and Govt. agencies/Revenue Department Officer.
5. The Committee shall undertake a detailed land suitability analysis, covering aspects such as the direct and indirect benefits of land integration, applicability of permissible FSI, regulatory feasibility, and the impact of the proposal on TCDAICL's share in the Topline Revenue. Based on the Committee's recommendation and subject to its satisfaction, TCDAICL may approve the inclusion of such land into the URP in accordance with relevant UDCPR 2020 regulations for such inclusions. The financial responsibility for acquiring the private land shall rest solely with the Developer; however, such investment may be considered for adjustment against TCDAICL's share of revenue. The decision of TCDAICL in this regard shall be final and binding.
6. The land pertaining to the Sale Component of the project shall be conveyed to the Final Society on an ownership basis. The SPV shall ensure that the land title is clear and marketable, and shall execute all necessary deeds, documents, and registrations to effectuate the transfer of title in favour of the Society, in accordance with applicable laws.
7. It is categorically stated and amply clarified that the said land of 52.05 Ha. or part of the said land situated beneath the Unauthorized Rehab Development shall not be conveyed to developer on ownership basis or by way of any other mode which may ultimately result into transfer of ownership of said land in any case. As per Regulation 14.8 of the UDCPR 2020, said land shall be allotted to the Society on a 30 Years Lease (Which is Renewable) by the Local authority, on terms and conditions prescribed by the said Authority.
8. Thane Municipal Corporation (TMC) shall be the Competent Authority for finalizing the Structure Eligibility and Beneficiary Eligibility in accordance with the criteria laid down under Regulation No.14.8 of the Unified Development Control and Promotion Regulations (UDCPR), 2020.

**The broad objectives of the Project are as under:**

- 1) To improve the living standards of residents of THANE URS through transforming Thane Municipal Corporation Urban Renewal Plans into a well-planned integrated township by way of redevelopment as per the provisions of Planning Proposals and Development Control Regulations.
- 2) The redevelopment of URPS is envisaged by using land as a resource to cross subsidize the development cost through free sale component by the Developer under SPV in which TCDAICL, will have golden share.

## 2.2 Special Purpose Vehicle Company

TCDAICL has resolved to permit the Selected Developer to incorporate a Special Purpose Vehicle (SPV) as a company under the Companies Act, 2013, exclusively for the purpose of implementing the Project. The SPV shall be incorporated within the specified timelines and in accordance with the terms and conditions set out in this Agreement. The Selected Developer, either solely or along with its affiliated entities, shall hold and maintain majority equity ownership and voting rights in the SPV at all times during the term of the Project. TCDAICL will have Golden share in the proposed SPV.

TCDAICL shall forward the proposal for approval of the Special Purpose Vehicle (SPV) to the concerned authorities, in accordance with the procedure outlined in the Government Circular dated 10th July 2023. SPV shall share the Revenue to TCDAICL with minimum guaranteed return of ₹ 3500 crore or topline revenue share whichever is more. The top-line share is to be transferred to TCDAICL as per Schedule mentioned in Para 5.1. In addition, 50% of unearned/ windfall income shall be shared with TCDAICL by SPV over the entire Project duration.

The entire equity capital of the SPV (i.e., 100%) shall be initially contributed by the Developer. In addition to this equity infusion, any further financial requirements for the execution of the project shall be met by the SPV, with the Developer ensuring the arrangement and infusion of such funds as necessary.

TCDAICL may opt to claim its revenue share in the form of Built-Up Area (BUA) instead of monetary payment, with the quantum of BUA calculated based on the prevailing Ready Reckoner (RR) rate for constructed premises applicable to the project location. This approach ensures that TCDAICL's entitlement is protected in terms of real estate value, aligning its share proportionately with the market valuation of the project assets.

The Project assets excluding rehab component created by the Developer may be offered as security/ collateral to enable the Developer to raise funds.

Within 60 days of Award of Project (LOA), the Developer shall prepare and submit the Integrated Comprehensive Master Plan. On approval for the commencement of construction for the first phase of the Project, Developer through SPV Company shall start construction within 45 days of obtaining such approvals (i.e Commencement Certificate)

The Developer will have to submit the draft format of Share Holders Agreement with TCDAICL within 60 days of receiving the LOA. Both Parties will need to mutually agree upon and sign the Share Holders Agreement within 30 days of Submission.

Notwithstanding anything to the contrary contained in Share Holders Agreement or the Articles of Association of the Special Purpose Vehicle (SPV), the following matters (hereinafter referred to as

"Reserved Matters") shall not be undertaken, approved, or implemented by the SPV unless prior written consent or affirmative vote is obtained from TCDAICL, either through its nominated Director(s) on the Board or as a shareholder, as the case may be.

TCDAICL shall have veto power and/or majority voting rights in respect of the Reserved Matters, irrespective of its shareholding percentage in the SPV.

The reserve matters specified herein shall be binding upon the selected bidder and shall be duly incorporated into the Object Clause of the Memorandum of Association (MoA) and the terms and conditions of the Articles of Association (AoA) of the Special Purpose Vehicle (SPV). While the detailed provisions shall be set out in the Letter of Acceptance (LOA)), a broader outline is provided below for preliminary understanding and compliance.

Letter of Acceptance (LOA) will be issued only after the land is made available by TMC for the project.

**Reserved Matters include but are not limited to:**

**1. Formation and Governance of SPV**

- The proposed SPV shall obtain prior written approval from TCDAICL for its Memorandum and Articles of Association before incorporation.
- TCDAICL shall not participate in the equity or day-to-day management of the SPV. However, it shall be a permanent invitee to all Board meetings.
- TCDAICL shall nominate one Director to the Board of the SPV, who shall exercise oversight rights as the Golden Shareholder.
- Any amendment to the Shareholders' Agreement or the Articles of Association of the SPV shall require prior written approval of TCDAICL.

**2. Land and Development Provisions**

- Land acquisition by the SPV, if required, shall only be undertaken under the applicable cluster formation and within the designated Urban Renewal Scheme (URS) pockets, as per UDCPR provisions.
- The cost of land acquisition shall be determined in accordance with the LARR Act, 2013.
- The SPV shall provide details and justification for any land proposed to be acquired under the Project.

**3. Project Implementation Milestones**

- The Commencement Certificate shall be issued only after the land is handed over by TCDAICL.
- Commencement Certificates (CCs) shall be issued in a phase-wise manner, aligned with the approved development schedule.

**4. Financial and Commercial Conditions**

- Any proposal to raise debt or create charge on the SPV's assets shall require prior approval of

TCDAICL.

- Distribution of profits or declaration of dividends shall be subject to compliance with the terms of the Project Agreement and prior written approval of TCDAICL.

**5. Strategic Decisions Requiring Prior Consent**

- Induction of new shareholders or dilution of SPV equity.
- Any decision to merge, demerge, restructure, or wind up the SPV.
- Acquisition or disposal of SPV assets exceeding a specified threshold.
- Change in shareholding pattern, management control, or appointment/removal of key managerial personnel.
- Any deviation from the terms of the Project Agreement or Development Agreement with TCDAICL.
- Any decision that may adversely affect the rights or obligations of TCDAICL under the Project.

**6. Other Matters**

- Any other matter as may be reasonably required or deemed fit by TCDAICL in the interest of the Project

## 2.3 Golden Share

The TCDAICL shall hold one (1) equity share in the SPV, which shall be designated as the Golden Share. This share shall not carry any additional financial rights but shall confer specific governance and veto rights.

The Golden Share is intended to safeguard the public interest, ensure alignment of the Project with applicable policies and statutory obligations, and protect the strategic objectives and commitments under the C &DA.

No resolution of the Board of Directors or Shareholders of the SPV shall be valid or binding unless prior written consent of the holder of the Golden Share is obtained for the following matters:

- a) Any amendment to the Memorandum or Articles of Association of the SPV;
- b) Any change in the shareholding pattern that results in a change of control;
- c) Transfer or encumbrance of any strategic or core assets of the Project;
- d) Initiation of any insolvency, liquidation, or winding-up proceedings of the SPV;
- e) Entry into any agreement or arrangement that significantly alters the scope, objective, or ownership of the Project;
- f) Any dilution of equity below the minimum threshold required under this Agreement for the Selected Bidder
- g) Mortgage of assets/ future assets under the SPV

- h) Mortgage of land will not be permitted.

The Golden Share shall serve as a governance safeguard to ensure alignment of the SPV's operations with the objectives of the public authority and the terms of the C &DA, without interfering in the day-to-day management of the SPV.

The Golden Share shall be non-transferable and shall remain with TCDAICL at all times during the term of this C &DA.

**TCDAICL will be SPV partner without any investment but with one golden share and veto power.**

## 2.4 Scope of Work of the SPV Company

- I. SPV Company shall be responsible for the construction of the rehab component as per the master planning done in coordination with TCDAICL.
- II. The SPV Company shall complete Redevelopment of area of land of the URS project area, comprising of slum and non-slum area, buildings / chawls including development of necessary on-site and off-site infrastructure, including water supply, sewage disposal, treatment and recycling, electricity supply and piped gas infrastructure, arboriculture, landscaping and amenities within a period of 10 ( ten) years from the date of issuance of commencement certificate for the first phase of the Project, and shall be constructed as per the prevailing Unified Development Control & Promotion Regulations (UDCPR). It shall be noted that the SPV Company shall adopt the latest high-rise technology available for speedy and quality construction of the Project. Technologies such as EPS panel with prefab structure, Mivan/S-Form, tunnel form and jump form, precast members, 3 D printing or any other suitable technology shall be used for speedy and quality construction of rehab buildings. In the event of any delay arising from the non-issuance of Further Commencement Certificate (CC) for reasons not attributable to the SPV Company, the project completion timelines maybe extended by TCDAICL after verifying the reasons for delay.
- III. The Project shall be implemented in compliance with the existing provisions of Regulation 14.8 of the UDCPR 2020. Furthermore, any subsequent amendments, modifications, or official interpretations issued by the Competent Authority in respect of the said regulation shall automatically apply to the Project and shall be binding on the Developer/SPV, without necessitating any separate approval or entitling the Developer/SPV to claim any compensation, unless otherwise expressly stated in the Agreement.
- IV. The Rehabilitation and Renewal tenements shall be constructed as per the applicable Unified Development Control & Promotion Regulations (UDCPR) prevailing at the time of construction.

The Selected Developer shall assist and actively coordinate for formation of co-operative housing societies of such tenements. The Rehab tenement shall be as per UDCPR- 14.8 A minimum carpet area shall be 30 sq.m. for the unauthorized tenement and further the residential occupants belonging to authorized buildings shall be entitled additional 25% of the eligible carpet area. The Detailed about the Rehab Entitlement in Annexure -B

- V. The SPV shall either construct temporary transit accommodation in accordance with Regulation No. 14.8 of UDCPR 2020 or shall bear the cost of providing transit arrangements, including expenses related to shifting and security deposits, as applicable or shift tenants in permanent rehab tenements as the case maybe.
- VI. The SPV shall have the autonomy to prepare the Master Plan in accordance with the provisions of Regulation No. 14.8 and other applicable clauses of UDCPR -2020. While preparing the Master Plan, due consideration shall be given to the Sanctioned Development Plan and the Draft Development Plan of Thane Municipal Corporation. The finalized Master Plan, after obtaining approval from TCDAICL, shall be submitted to the Planning Authority for approval, as stipulated under Regulation No. 14.8 of the UDCPR, 2020.
- VII. All provisions related to amenity open spaces, recreational grounds (RG), parking requirements, marginal distances, building elevations, and other planning parameters shall be in accordance with Regulation No. 14.8 and other relevant clauses of the UDCPR, 2020.
- VIII. The FSI Permissible for the project is linked to the ratio of rehabilitation area to sale component, and shall include applicable incentive FSI, as per the provisions of Regulation No. 14.8 and relevant clauses of the UDCPR, 2020.
- IX. The SPV shall commence construction with the rehabilitation component as the first priority. Commencement Certificate (CC) for the sale component shall be granted on a prorated basis, in line with the incentive factor prescribed under Regulation No. 14.8 of UDCPR 2020. Occupancy Certificate (OC) for the sale component shall be issued only after the OC for the rehabilitation component is obtained.
- X. The progress of both the Rehabilitation Component and the Sale Component shall be subject to continuous monitoring by TCDAICL. It shall be the binding obligation of the SPV to ensure proportionate and timely progress of both components in accordance with the approved phasing and development plan. In the event TCDAICL observes that the SPV is disproportionately advancing only the Sale Component while failing to demonstrate commensurate progress in the Rehabilitation Component, TCDAICL shall have the right, without prejudice to any other remedies available under this Agreement, to suspend or direct cessation of work or stop work related to the



Sale Component until satisfactory progress is achieved in the Rehabilitation Component.

- XI. The SPV shall undertake construction strictly as per the Master Plan approved by the Planning Authority. The ownership of land or land rights shall not be transferred to the SPV at any stage. The SPV shall, however, facilitate the conveyance of relevant portions of the land to the respective end beneficiaries—such as allottees, purchasers, or registered co-operative societies or similar bodies—in a phased manner, aligned with the completion of the corresponding buildings.
- XII. SPV Company is free to appoint A class contractor for construction work and carried out the Project management work. Contractor will have to submit necessary reports and status of the project to SPV as per prescribe format and schedule. In such case SPV company responsible for timeline and quality of work.
- XIII. SPV Company shall develop all on-site and off-site trunk infrastructure works such as widening of roads, storm water drains, water supply, sewage disposal, sewage treatment and utilized for secondary use and arboriculture, electricity supply, piped gas, power supply, solar energy and any other services to be provided, as per approved Master Plan. SPV Company shall envisage to develop world class infrastructure and amenities. While developing world class infrastructure and amenities, SPV Company shall with necessary permissions and approvals modernize /upgrade adjoining infrastructure.
- XIV. In order to recover the expenditure which is to be incurred on the rehabilitation and renewal component and also in infrastructure and amenities as per the Project requirements, the SPV Company will construct and sell the free sale component buildings/ FSI in accordance with the prevailing UDCPR. Industrial/ Commercial areas shall be clearly demarcated with infrastructure as required for such area. Branding and naming rights for the sale component shall be with the Developer. Any sale/lease of constructed units by the SPV Company will be along with the leasehold rights of the land as per the provisions of the UDCPR 2020.
- XV. During the Project implementation, SPV Company shall follow Indian laws, rules and regulations, necessary IS codes, Slum Act, labor laws and shall promote harmonized relations with workers and the habitants in the area.
- XVI. SPV Company shall be responsible towards any cost towards maintenance of the buildings and infrastructure till the end of the Defect Liability Period of 5 years and as applicable under various laws, rules and regulations including Real Estate (Regulation & Development) Act, 2016 of Government of Maharashtra (MahaRERA). DLP shall be 10 years in respect of water proofing works.
- XVII. The SPV shall pay all applicable taxes, GST, levies, royalties, duties and all other statutory charges,

dues, assessments or outgoings payable in respect of the Project, of in respect of the materials, stored therein, which may be levied by any Government Instrumentality. SPV shall pay all construction related electricity bills, water charges, property tax charges and all other Govt./Local body charges, on and from the date of hand over of site till obtaining Occupation Certificate.

- XVIII. The SPV shall be solely responsible for bearing all charges and statutory payments related to the Project, including but not limited to Development Charges, Ancillary Premiums, Land/Annual premium, Labour Cess, Scrutiny Fees, Fire Department Charges, and all applicable fees for obtaining No Objection Certificates (NOCs) from relevant authorities, as required for the approval and execution of the Project in accordance with applicable laws and regulations
- XIX. The Defect Liability Period shall be applicable for the satisfactory performance of all built – up components of both Rehabilitation and Renewal Components, Amenities and on-site and off-site infrastructure developed at the Project Site starting from the date of actual completion, up to a period as will be described in Share Holders Agreement. (the “**Defect Liability Period**”)
- XX. It shall be noted that the Authority/GoM, except to the extent TCDAICL has economic interest in the SPV Company in the form of equity holdings, will neither reimburse towards any loss suffered by the SPV Company nor TCDAICL will demand any additional premium or charges or equivalent from any gains arisen to the SPV Company, due to any change in law/rules & regulations or change in scope of the Project, except as specifically mentioned in the provisions of such law/rules & regulations and the financial bid.
- XXI. Rehabilitation, Renewal, Amenities and infrastructure component shall be completed within 10 years from the date of issuance of the Commencement Certificate for the first phase of the Project and this 10 Years Period May be extended in the delay due to vacation of premises by the existing tenant.
- XXII. In view of the Project being implemented through a Special Purpose Vehicle (SPV), the Selected Bidder/Developer shall ensure that all project-related documents — including but not limited to the Master Plan, Letter of Intent (LOI), Layout Plan, Building Plans, applications for No Objection Certificates (NOCs), Environmental Clearance (EC), and Commencement Certificate (CC) proposals — are first submitted to the TCDAICL for review. Upon examination and endorsement by the TCDAICL, such documents shall be duly forwarded to the respective Competent Authority and/or Planning Authority for obtaining the necessary statutory approvals, in accordance with applicable laws, rules, and regulations.
- a. The SPV shall bear the cost of shifting households from the existing structures to the respective units in the Rehabilitation Component upon completion of each phase, as per the approved phase-wise implementation plan. If the C&DA fails to complete any part of the Works, fulfill

key project milestones, or deliver any component of the Project within the time specified in this Agreement or within any extended period granted in writing by TCDAICL, the Developer shall be liable to pay Liquidated Damages (LD) to TCDAICL. Such Liquidated Damages shall be levied at a rate of 0.05% (zero-point zero five percent) of the Total Project Cost or Value of the Delayed Work, per day of delay, subject to a maximum of 10% (ten percent) of the relevant cost component.

- b. The imposition of LD shall be without prejudice to the right of TCDAICL to:
- c. (i) terminate the Agreement under the applicable termination clause;
- d. (ii) invoke the Performance Security; and/or
- e. (iii) initiate any other remedy available under this Agreement or applicable law.
- f. Payment of Liquidated Damages shall not relieve the Developer from its obligations to complete the Works or from any other responsibilities and liabilities under the Agreement in addition to:
  - a. Damages as prescribed by MahaRERA/ any court of law
  - b. Damages as prescribed in the Draft C and DA agreement
  - c. Damages payable by TCDAICL to any third party

However, no damages shall be payable by TCDAICL, in case such delay in Project completion was due to Force Majeure events or due to any judicial orders. The acceptance of both the Parties of the Force Majeure event and the start and end time, shall be sufficient for extension in the completion date.

## 2.5 Facilitation by TCDAICL and Government of Maharashtra

- I. TCDAICL shall coordinate/ assist to the SPV Company:
  - a) All necessary plans and layout of URS to SPV/Developer.
  - b) Support in getting all necessary approvals and permissions from local authorities, forest department etc.
  - c) To declare the URS Area under regulation 14.8 of UDCPR wherever necessary.
  - d) To co-ordinate for disposal of any appeal on the issue of eligibility filed with the Appellate Authority.
  - e) To decide applications of various permissions of layout & building plans for Rehab/Renewal/Amenity and Sale area as per M.R. & T.P. Act.
  - f) To provide the developer unencumbered land free of inhabitants for development.
  - g) To give the development rights of the Project Area to the SPV Company and to facilitate acquisition of private lands on as-is-where-is basis.
  - h) To facilitate and assist the SPV Company in getting necessary approvals from TMC, High-rise Committee, BEST, TATA Power, Police Department, Civil Aviation, Railways, MoEF & CC,

Maharashtra Coastal Zone Management Authority (MCZMA), etc. under Single Window Approval.

- i) To ensure that after issuance of the Occupation Certificate of various rehab, renewal & amenity buildings, the same are occupied by those who are eligible or are handed over to the concerned Authorities.
- j) To facilitate execution of land lease agreements as per prevailing rules and regulations TCDACL would bear all the legal charges such as permission and approvals required for the project.
- k) TCDACL would provide the Developer with development rights to utilize the area over and above the area utilized for Rehabilitation Component units to construct the Sale Component units of built-up area as permissible under regulation 14.8 of UDCPR 2020. TCDACL shall also provide the developer the right to sell/Transfer /Lease these housing units in the market.
- l) Timelines for completion of facilitation as above will be mutually agreed between TCDACL and Developer. However, there will not be any financial obligation on TCDACL due to any delay beyond the control of TCDACL. It shall be noted that the final responsibility of completion of Project shall be on the Developer.

Overall, for all the above activity TCDACL will assist and facilitate, but the 100% responsibility is with the Developer to perform the activity

## 2.6 Specific Responsibility of Developer under Proposed SPV

- Conduct a detailed feasibility study including technical, financial, and legal assessments.
- Prepare the comprehensive project report, covering design, cost estimates, timelines, and financial models.
- Obtain necessary approvals from relevant authorities (municipal, environmental, planning, etc.).
- Appoint qualified architects and consultants for preparing building plans and layout designs from the Empanelled by the TCDACL or MAHAPREIT with approved rate. The Fees for the All Consultant and Architect is born by developer. The developer must also submit three (3) different layouts of which the most suitable layout will be selected with joint decision of the authority.
- Ensure compliance with applicable local by-laws, development control regulations (DCR), and planning norms.
- Secure all statutory approvals and No Objection Certificates (NOCs), including but not limited to
  - Building plan sanction
  - Environmental and fire clearances
  - RERA registration, etc.
- Adhere strictly to policies laid down by municipal corporations, planning authorities, and

redevelopment frameworks.

- Facilitate safe and systematic demolition of existing structures.
- Provide temporary transit accommodation or pay rent compensation to displaced residents, as per agreement (If required)
- Execute construction of the redeveloped structure(s) in accordance with approved plans and timelines.
- Appoint qualified contractors, oversee on-site execution, and monitor progress regularly
- Bear full responsibility for all project-related costs, including; but not limited to:
  - Construction of rehab, Sale component, Amenities and Facilities
  - Construction of Trunk infra
  - Statutory approvals
  - Rent or transit accommodation
  - Administrative expenses
- Mobilize necessary financing through equity, debt, or pre-sale of units.
- Handover and Rehabilitation component to the TMC through TCDAICL.
- Obtain occupancy certificates and ensure timely possession handover to beneficiaries.
- Market and sell the free-sale units in accordance with RERA guidelines and local regulations.
- Maintain common areas and facilities until formal handover to the housing society or residents' association. For next 5 years from the date of OC
- Rectify any defects during the defined defect liability period (typically 5 years) and 10 years for water proofing works.

## 2.7 Obligations of the Developer before signing the Development Agreement

Obligations of the Developer before signing of the Share Holders Agreement shall be as below:

- a. to promote and incorporate a limited liability company under the Companies Act, 2013 as a Special Purpose Vehicle Company 59 days from the date of Letter of Award;
- b. To submit the draft format of Share Holders Agreement within 60 days from the issuance of Letter of Award and enter into the same within 30 days of its submission.
- c. To take full responsibility of funding the SPV Company and ensure no stoppages in project execution and construction because of lack of funds.
- d. The built-up area as agreed by the TMC either in the form of residential unit or Commercial premises or office premises equivalent to the area of PAP when permissible FSI is 4 & Equivalent to the land / URT equity of TMC.

## 2.8 Right to Mortgage Development Rights

Subject to the terms and conditions specified in the Development-cum-Construction Agreement (DGA) and other applicable agreements, TCDAICL shall permit the Selected Bidder/Developer or the SPV to mortgage, hypothecate, or create a charge over the development rights from the sale FSI granted under the Project, exclusively for the purpose of raising funds required for the execution and implementation of the Urban Renewal Project.

It is hereby clarified that such right to mortgage shall be strictly limited to the development rights, entitlements, and receivables arising from the Project against the sale component and shall not extend to or create any encumbrance on the underlying land, which shall continue to be owned and held by TCDAICL or any other competent authority, as applicable.

The Developer/SPV shall ensure that any such charge or mortgage is created only in favour of reputed and recognized banks or financial institutions and shall submit prior written intimation to TCDAICL, along with all necessary supporting documents.

Subject to the Developer/SPV's compliance with the terms of the Agreement and in the absence of any subsisting default, TCDAICL shall issue a No Objection Certificate (NOC), if required by the lending institution, for the purpose of enabling the Developer/SPV to mortgage the development rights.

In the event of a default by the Developer and initiation of insolvency proceedings under the provisions of the Insolvency and Bankruptcy Code (IBC) before the National Company Law Tribunal (NCLT), it is clarified that the Developer shall not have the right to liquidate or dispose of the land associated with the Project, as the land is not mortgaged. Only the development rights granted for the Project are permitted to be mortgaged, and such rights alone may be subject to resolution or enforcement by lenders or the insolvency professional, in accordance with applicable law.

## 2.9 Appointment of Architecture and Master Planning Consultant

As part of the Mass Redevelopment Program of Thane City, the Thane Municipal Corporation (TMC) envisions a transformative change in the city's skyline through planned and high-quality urban redevelopment. To ensure architectural excellence and cohesive urban aesthetics, it is imperative to engage architects with a proven track record and deep understanding of the scheme's objectives.

Accordingly, MAHAPREIT and TCDAICL have empaneled a select group of renowned architects with demonstrated expertise in urban design, redevelopment planning, and architectural aesthetics aligned with the vision of Thane's urban renewal.

TCDAICL shall appoint an Architectural and Master Planning Consultant for the preparation of the

master plan, architectural drawings, and other related design deliverables. The fees payable to the appointed Consultant shall be borne by the Bidder/Developer, based on the approved rates and in accordance with the approved scope of work. It shall be mandatory for the Bidder/Developer to avail the services of the Consultant appointed by TCDAICL

Non-compliance with the above requirement shall be treated as a material deviation and may lead to disqualification or cancellation of the Letter of Acceptance (LoA).

## 2.10 Transaction Advisory Fees

- a. For the purpose of this project, TCDAICL has appointed a Transaction Advisor to assist with the preparation of the Techno-Commercial Viability report, definition of equity sharing structure, support in the bidding process, and facilitation of Financial Closure.

The professional fees for the Transaction Advisory Services have been finalized by TCDAICL based on the approved rates and in accordance with the approved scope of work. It shall be mandatory for the Bidder/Developer to avail the services of the Consultant appointed by TCDAICL.

- b. It shall be the responsibility of the successful developer to bear and pay the aforesaid Transaction Advisory Fees directly to the designated advisor, in accordance with the terms and schedule prescribed by TCDAICL. This fee shall be considered part of the overall project cost and is non-negotiable.

Non-payment of this fee shall be deemed a breach of the conditions of award and may result in appropriate legal and contractual consequences.

## 2.11 Data Privacy Clause

Each Party (i) shall maintain the other Party's Confidential Information strictly confidential, (ii) agrees that it will take the same steps to protect the confidentiality of the other Party's Confidential Information as it takes to protect its own Confidential Information.

(ii) Both the parties shall abide by Data Privacy Clause under sections 4 and 6 of the Digital Personal Data Protection Act, 2023 and enabling provision under the said act in this regard. The Bidder agrees to comply with all obligations imposed on a Data Fiduciary as defined by the Digital Personal Data Protection Act, 2023 (the "Act") in relation to any processing of personal data undertaken on behalf of the principal (TCDAICL).

## 2.12 Points to be considered

- All Bids shall be prepared and submitted on or before the date specified in Clause 1.9 for submission

of Bids (the “**Bid Due Date**”).

- The Authority has adopted a single-stage two e-envelopes e-tendering process (collectively referred to as the “**RFP Process**”) for selection of a Developer/ Agency for award of the Project. The first e-envelope (the “**E - Envelope 1**”) shall be evaluated to ensure responsiveness of the Bids with the terms/ requirements of the RFP and qualification of the Bidders on the basis of the Technical and Financial Capacity. Subsequent to the evaluation of the E- Envelope 1, the Authority will open the Price Bids (the “**E - Envelope 2**”) of only those Bidders who qualify pursuant to the evaluation of the E-Envelope 1.
- The complete RFP is published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded RFP shall be considered valid for participation in the Selection Process. Further, the same is subject to the submission of required tender/ bidding document fee of INR 5,50,000 + 18% GST (Amounting to INR 6,49,000) as ‘**Tender Fee**’ through e-Tendering Online Payment Gateway mode only. Bidders who are using State Bank (India) Multi Option Payment System (SB MOPS) from other bank’s Internet Banking are requested to make online payment at least four days before submitting the documents under E-Envelope 1 so as to avoid the risk of non-realization of payment.
- The Bidder shall furnish an Earnest Money Deposit (EMD) of INR 34,00,00,000/- (Rupees Thirty-Four Crore only) through the e-Tendering Online Payment Gateway mode only. The EMD shall be deposited prior to the final submission of the bid as part of E-Envelope 1.
- Bidders making the EMD payment via the State Bank of India Multi Option Payment System (SB MOPS) using Internet Banking services of banks other than State Bank of India are **strongly advised** to initiate the payment at least four (4) calendar days prior to the bid submission deadline. This is to mitigate any risk of payment non-realization or transaction failure, which may render the bid as non-responsive due to non-receipt of EMD within the stipulated time.
- It shall be noted that Tender Fee is not refundable.
- The EMD of unsuccessful Bidders will be returned no later than 10 (ten) days from the date of signing of the Construction-cum- Development Agreement except in the case of the Selected Bidder whose EMD shall be retained till it has provided the Performance Security.

## 2.13 Accessing RFP document and participation

- i) The complete RFP document can be viewed/ downloaded from the e-tendering portal of [www.mahatenders.gov.in](http://www.mahatenders.gov.in) by interested Bidders from 09/07/2025 to 07/08/2025 (up to 15:00 hrs. IST). For any help regarding downloading of submissions, Bidders may contact on Toll Free Telephonic Help Desk Number **022-69214400**.
- ii) The amendments/ clarifications to the RFP by the Authority, if any, will be uploaded on the e-tendering portal.



## 2.14 Preparation & Submission of Bids

iii) The Bidders shall upload the following documents which shall be numbered and shall also have index.

- 1) **E - Envelope 1** shall contain the following documents, which has to be prepared and scanned in different files in PDF or JPEG format and uploaded during the on-line submission of Bid. All the pages containing E-Envelope 1 shall be numbered and shall also have index duly signed on each page.
  - a. Copy of the payment of Tender Fee.
  - b. Copy of the EMD payment.
  - c. Letter accompanying the Bid in the prescribed format at Annexure D including attached Annex D (1) to D (6) along with supporting documents substantiating Technical and Financial Capacity.
  - d. Power of Attorney/Board Resolution for signing of Bid in the prescribed format – Annexure D (7);
  - e. Copies of financial experience of the Bidder. This should include last 07 years of Financial Closure experience.
  - f. Solvency Certificate from Nationalize Bank of Rs. 5000 Cr.

The Bidder shall submit the above document online before the time and date mentioned under clause 1.9.

2.) **E-envelope 2** shall contain only the Price Bid in the format prescribed as per Annexure E. This shall contain the equity that the Lead Partner is ready to offer to TCDAICL in lieu of obtaining the project along with the financial model supporting the same.

**Note:** Bidder will have to submit hardcopy of entire bid document on next working day of date of submission of bid.

## 2.15 Modification/ Substitution of Bid

After the time mentioned in the Bid Due Date, the Bidder shall not be permitted to either modify or substitute its Bid.

## 2.16 Summary of various Activities

The summary of various activities with regard to this invitation of Bids are listed in the activity table below: -

Sr. No.	Items	Description
1	Name of the Project	Request for Proposal (RFQ cum Proposal) for Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri , Thane (E) through a Construction and Development Agency (C&DA)
2	RFP Document Download Start / Expiry Date & Time	Start Date: 15/07/2025 at 13:00 pm IST Expiry Date: 07/08/2025 at 15:00 pm IST Please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in/nicgep/app">https://mahatenders.gov.in/nicgep/app</a>
3	Last date to send queries	All the queries should be submitted on or before 21 /07 /2025 17:00 hrs IST, through email only with subject line as follows: "Pre-Bid queries - <Bidder's Name>". The queries should be submitted as per the format prescribed in Annexure VII. Pre-Bid queries to be emailed to <a href="mailto:dir.tcd@tcdaic.in">dir.tcd@tcdaic.in</a>
3A	Pre-bid meeting	22/07/2025 at 15:00 hrs at the office of TCDAICL
4	Last date for Online submission of Bid (Bid Due Date)	07/08/2025 15:00 hrs
5	Date and time of opening of E- Envelope 1 & 2.	1. Envelope 1: 08/08/2025 15:30 hrs IST at the office of THANE CLUSTER DEVELOPMENT AND AREA IMPROVEMENT COMPANY LIMITED (TCDAICL) 2. Envelope 2: This will be intimated to bidders who qualify in Envelope 1

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 General terms of Submitting Bid

1. A Bidder is eligible to submit the Bid for the Project.
2. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply;
  - The Bidder for qualification shall be a single entity (the “Individual Bidder”), to execute the Project. The Bidder shall always be a single entity, or through of group of Company with common major shareholding not less than 26%.
  - Consortium, joint venture will not be allowed.
  - Bidding Company can be Company registered under the Companies Act, 1956 or under the Companies Act 2013;
  - A Bidder is mandatorily required to be an entity that is incorporated and registered in the India, under the applicable laws of the India, shall be of good standing, and independently meet the technical and financial criteria and qualifications as set out in this bid document.
  - The Details about location area statement is annexed and is provided as a reference document, for assistance to the Bidders. Bidders on their own risk and cost are expected to visit the Site, carry out their own investigations of the Project before submitting their Bids and submit their bids based on the same
  - The Financial Bid should be furnished in the format at Annexure E clearly indicating the Bid Criteria Share, the Bidder is ready to offer, in the manner envisaged in the RFP/RFQ or the Bid Document, and duly signed (as required) by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount which works out to highest shall be taken into account.
  - The Bidder should submit a Power of Attorney as per the format at **Annexure D (7)** authorizing the signatory of the Bid.
  - Any condition or any other stipulation, other than that contained in the Bid shall render the Bid liable to rejection as a **non-responsive Bid**.
  - The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
  - The Tender Documents including this RFQ-cum-RFP, the principal terms and conditions of the Agreement and all attached documents, provided by the TCDAICL shall remain or become the

property of the TCDAICL and are transmitted to be Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders.

- A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TCDAICL shall be entitled to forfeit the EMD as damages, without prejudice to any other right or remedy that may be available to the TCDAICL under the Bidding Documents and /or the Agreement or otherwise.

### 3.2 Eligibility Criteria

To be eligible for bidding hereunder, a Bidder shall fulfil the following conditions of eligibility (the “Eligibility Criteria”):

#### **Pre-Qualification:**

The Bidder should be either:

- A Single Legal Entity (such as a Company, LLP, or Partnership Firm),  
or
- A group of companies having common directorship and a minimum common shareholding of 26% may act jointly, provided they submit a consolidated bid through any one member clearly identified as the lead in the bid documents. In such cases, the signing authority shall be the major common shareholder across the group of companies.

***Bidding through a group of companies is permitted, subject to the submission of an undertaking at the time of bid. Each participating company must provide a Board Resolution confirming its consent to bid as part of the group and acknowledging that it shall be equally bound by the terms and conditions of the contract and the SPV agreement***

***In case of a Group of Companies, a formal declaration of common control, shareholding structure, and authorized representation must be submitted along with the bid.***

#### **(A) Technical Capacity:**

Without prejudice and in addition to the minimum technical qualifications required of a Bidder (mentioned above) the following technical qualifications shall be the minimum technical qualifications required. Accordingly, the Bidder shall enclose with its Bid the following documents for supporting Technical Capability:

- A Bidder shall have experience of Real Estate projects as below for which Bidder should have obtained the Occupation Certificate within the ten financial year period immediately preceding the Bid Due Date.
- Bidder must have developed real estate/ Commercial / Institutional project with cumulative total salable BUA of more than or equal to 6 Mn. Sq. Ft as stated in OC and received OC in last 07 financial years prior to year in which bid is invited. Project shall mean a group of buildings within single walled compound, approved by competent authority at a single location or township in which multiple clusters/ phases have been planned / executed under separate approvals. Further such project must have been developed as project developer and not as EPC contractor or in any other form of contract.
- In addition to above, Bidder must have developed real estate project with cumulative total Salable Area of more than or equal to 0.60 Mn Sq Ft in MMR Region for which OC is received in last 07 financial years prior to year in which bid is invited. Single Project mean a group of buildings within single walled compound, approved by competent authority at a single location and does not include township in which multiple clusters/ phases have been planned / executed under separate approvals. Further such project must have been developed as project developer and not as EPC contractor or in any other form of contract.
- In order to meet above two criteria, Bidder may consider entire experience of own, holding and/or subsidiary company if direct or indirect ownership in such project is more than or equal to 50% and group of companies having common directorship and minimum common shareholding of 26%
- In satisfying the technical eligibility a Bidder (always being a single entity) shall have held a minimum of fifty per-cent (50%) of the equity/economic interest in the relevant eligible project(s) that form a part of the minimum criteria stated above either directly or indirectly;
- It is clarified that in relation to the Bidder's total experience in development of real estate projects and the minimum technical eligibility referred to hereinabove, the Bidder (always being a single entity) may also include developments undertaken through its companies wherein the Bidder is holding minimum 50% of the company's paid-up equity share capital at the time of obtaining the occupation certificate of the project. For such cases, Bidder shall be eligible to claim entire 100% of such project experience;
- Real Estate Project for the purpose of this Bid shall means Residential, Commercial, Office, Retail, Hospitality, Institutional and other such building projects developed in India. A project having a single approved master plan will be considered as a single project. Such single approved master plan projects do not need to be completed in entirety, however, only such part of master plan for which Occupation Certificate has been obtained in the last 07 years

will be considered for the eligibility;

- This to further clarify the EPC works / contracts or third-party contracts will not qualify for the purpose of meeting the technical qualifications criteria mentioned under Real Estate Experience.

**(B) Financial Capacity:**

The Bidder shall have a minimum consolidated Net Worth of not less than INR 5000 Crore /- (Rupees Ten Thousand Crore only) on 31<sup>st</sup> March 2025. ("Financial Capacity").

In case the Bidder chooses to submit the bid as a Group of Companies with common directorship and majority shareholding, the Bidder shall be required to submit a consolidated Net Worth Certificate and Turnover Statement (duly certified by a Chartered Accountant) covering all group companies and key directors. This must be accompanied by the audited Balance Sheets and Income Tax Return (ITR) Acknowledgements of the respective entities.

The Bidder shall enclose with its Bid, the following for supporting Financial Capability:

- Bidders shall submit the consolidated audited annual report for the Financial Year 2024-2025
- In computing the Financial Capability of the Bidder, the Financial Capacity of their respective Subsidiaries (Subsidiaries having more than 50% equity of the Bidding Company) group of companies having common directorship and minimum common shareholding of 26% would also be considered. Bidders shall submit the certificate from auditors specifying the equity holding in such companies whose net worth is being considered.

For the purposes of this RFP, net worth shall mean in respect of a Bidder (single entity) – its subscribed and paid-up equity share capital + reserves less (revaluation reserves + miscellaneous expenditure not written off + accrued liabilities + statutory reserve) (the "Net Worth") as defined in Companies Act 2013.

### 3.3 Submission of Bidding Documents:

The Bidder shall enclose the following documents for supporting the Technical and Financial Capability:

- Occupation Certificate or other equivalent statutory document received in the last 07 years preceding the Bid Due Date certifying the completing and occupation of the eligible projects as mentioned above
- Certificate (s) from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year and also specifying that the methodology adopted for

calculating such net worth conforms to the provisions of this Clause. The statutory auditor certificate shall specify the equity holding in each of the eligible projects and further shall be justified through submission of documents downloaded from website of the Registrar of Companies (ROC).

- The Bidder should submit a Power of Attorney as per the format at Annexure D (7) authorizing the signatory of the Bid to commit the Bidder.
- The Bidder shall note that the Bid should contain the information required as specified in Annexure I (Details of the Bidder);
- Bidder barred by the Central / State Government, or any entity by it/them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder or Associate in the real estate sector in any part of the Union of India.
- A Bidder shall always be a single entity, and not a consortium, joint venture, collaboration, association of persons, or persons joining or commonly operating under any agreement, understanding or arrangement. A Bidder is mandatorily required to be an entity that is incorporated and registered in the Union of India, under the applicable laws of the Union of India, shall be of good standing, and shall meet the technical and financial criteria as per the qualifications as set out in this bid document. The following conditions shall be adhered to while submitting a Bid:
  - Bidders shall use the prescribed formats only as given in the document while submitting his Bid.
  - Bidders should demonstrate their capacity in accordance with Clause 2.2 above; and
  - The authenticity of information provided by Bidder in this bid document shall be sole responsibility of the Bidder.
  - Bidding is open to companies registered in India only.
  - Notwithstanding anything to the contrary contained herein, the Technical Capacity will be evaluated for the 07 years prior to the Bid Due Date.

### 3.4 Change in Control

The ownership and Control of the Selected Bidder in the Special Purpose Vehicle Company shall at all times remain with the Selected Bidder and shall not change, from the commencement of the date of

execution of the Agreement until development of at least 50% of the area (the “Lock-in Period”). However, during the Lock-in Period the Selected Bidder shall be entitled to effect a permitted change in control. The term “permitted change in control” means a transfer of shareholding or economic interest in the Selected Bidder upto forty-nine percent (49%), such that the present holding of the promoters of the Selected Bidder remains more than 50% throughout the period of Project execution. However, such transfer to any companies under the Selected Bidder’s management and control, that is, any group, affiliate and Associate of the Selected Bidder shall be freely allowed.

The term “permitted change in control” shall also include:

- a public listing,
- a private equity arrangement where the Selected Bidder’s current shareholders continue in management control substantially, and
- The Selected Bidder’s right to deal with and transfer any C&DA rights to any other third parties, including another developer or service provider, subject to the terms of the Agreement.

The Bidder further acknowledges and agrees that the aforesaid obligations shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement and Conditions of Contract, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement / Conditions of Contract, be deemed to be a breach of the Agreement and dealt with as such thereunder.

By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a company having equity holding of 50% or more of the Bidding Company and whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFQ-cum-RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the TCDAICL forthwith along with all relevant particulars about the same. In case of such change of control takes place before the Letter of Award, would have resulted in disqualification of the Bidder, had such experience of such company (wherein such change of control has resulted) would have been unavailable at the time of Bid Due Date, then it would be considered as the default of the Bidder. TCDAICL shall have right to terminate further Bid evaluation process for such Bidder. Further, in case of the Selected Bidder, such change of control occurs after the Letter of Acceptance and before the Effective Date, then TCDAICL shall have right to terminate the Agreement. Termination due to such change of control after the Letter of Acceptance and before the Effective Date would be considered as C&DA Event of Default.



### 3.5 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The TCDAICL will not be responsible or in any way liable for such costs, regardless of the outcome of the Bidding Process.

### 3.6 Site visit and verification of information

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The TCDAICL will not be responsible or in any way liable for such costs, regardless of the conductor outcome of the Bidding Process.

If Bidders require any additional information about the Project, the TCDAICL will make it available to the Bidders, if such data is available with the TCDAICL. However, Bidders shall be responsible for his own interpretation thereof.

Bidders shall be deemed to have inspected and examined the Site and its surroundings and information available in connection there with and to have satisfied themselves (so far as is practicable, having regard to considerations of cost and time) before submitting their Bid, as to:

The form of nature thereof, including the sub-surface conditions,

The extent and nature of the Project work and materials necessary for the execution and completion of the Project and the remedying of any defects therein, and the means of access to the Project Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risk, contingencies and all other circumstances which may influence or affect his Bid.

Bidders shall be deemed to have based their Bids confirming details on their own inspection and examination, all as aforementioned and as required for completion of scope of work Sufficiency of RFQ-cum-RFP

The Selected Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Bidding Documents except in so far as it is otherwise provided in the Construction-cum- Development Agreement, over all its obligations thereunder (including those in respect of the supply of goods, materials, plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Project works and the remedying of any defects therein.

The TCDAICL shall not be liable for any inadequacy, omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-cum- RFP,

the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the TCDAICL.

### 3.7 Right to accept and to reject any or all Bids.

Notwithstanding anything contained in this RFQ-cum-RFP, the TCDAICL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

The TCDAICL reserves the right to reject any Bid and appropriate the EMD if

- At any time, a material misrepresentation is made or uncovered, or
- The Bidder does not provide, within the time specified by the TCDAICL, the supplemental information sought by the TCDAICL for evaluation of the Bid.

The TCDAICL will have right to reject any bid before issuance of letter of award, if it is found that the Bidder or any of its directors is convicted under Prevention of Corruption Act, 1988 or under Indian Penal Code or under any other Act, wherein he has been convicted, for the reasons of irregularities in Development / Construction project/s.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the TCDAICL reserves the right to Invite all the remaining Bidders to revalidate or extent their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder as per facilitation by TCDAICL of RFQ-cum-RFP; or

Take any such measure as may be deemed fit in the sole discretion of the TCDAICL, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Agreement that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder by issue of the LOA, and if the Selected Bidder has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFQ-cum-RFP, be liable to be terminated, by a communication in writing by the TCDAICL to the Selected Bidder, as the case may be, without the TCDAICL being liable in any manner whatsoever to the Bidder, as the case may be. In such an event, the TCDAICL shall be entitled to encash and appropriate the EMD or Performance Security, as the case may be, as damages.

The TCDAICL reserves the right to verify all statements, information and documents submitted by the

Bidder in response to the RFQ- cum-RFP or the Bidding Documents and the Bidder shall, as per the requirement of the TCDAICL, make available all such information, evidence and documents as may be necessary for such verification.

Any such verification or lack of such verification by the TCDAICL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TCDAICL thereunder.

#### 4. CONTENTS OF THE RFQ-cum-RFP

This RFQ-cum-RFP comprises the Disclaimer set forth hereinabove, the contents as listed below

Invitation for Bids:

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Content of the RFQ cum RFP

Section 4. Evaluation of Bids

Section 5. Fraud and Corrupt Practices. Section 5. Pre-Bid Conference

Section 6. Pre-Bid Conference

Section 7. Miscellaneous

Appendices:

1. Letter comprising the Bid containing Annexures from D (1) to 1 (8)
2. Power of Attorney for signing of Bid
4. Financial Bid

Annexures:

1. Location and Existing Land Use Plan
2. Calculation of FSI Entitlement and Areas
3. Proforma of Performance Guarantee
4. Guideline of the Department of Disinvestment
5. Bidders Request for Clarification

The Invitation to Bids (Volume I), principal terms and conditions of the Construction- cum-Development Agreement (Volume II) being provided by the TCDAICL as part of the Tender-Documents shall also be deemed to be part of this RFQ-cum-RFP and shall also include addendum/corrigendum/minutes of the pre-bid meeting.

#### 4.1 Clarifications

Bidders requiring any clarification on the RFQ-cum-RFP may notify the TCDAICL by e- mail at Bidders shall send their queries on or before the date mentioned in the Schedule of Bidding Process. The TCDAICL shall endeavour to respond to the queries within the period specified therein. The responses will be uploaded on the e-tendering portal.

The TCDAICL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the TCDAICL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the TCDAICL to respond to any question or to provide any clarification.

The TCDAICL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications, interpretations and addendum / common set of deviations issued by the TCDAICL shall be deemed to be part of the Tender Documents. Verbal clarifications and information given by the TCDAICL, or its employees or representatives shall not in any way or manner be binding on the TCDAICL.

#### 4.2 Addendum / Corrigendum to RFQ-cum-RFP

At any time prior to the Bid Due Date, the TCDAICL may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidders, modify the RFQ-cum-RFP and/or issue relaxations in the eligibility conditions by the issuance of Addendum.

Any Addendum issued hereunder will be in writing and shall be uploaded on the website and shall be part of the RFQ-cum-RFP Document.

#### 4.3 Format and Signing of Bid

The Bidder shall provide all the information sought under this RFQ- cum-RFP. The TCDAICL will evaluate only those Bids that are received in the required formats and complete in all respects as well as digitally signed, wherever required. Incomplete and/or conditional Bids shall be liable for rejection.

The Bidder shall upload the scanned copies of the documents comprising Enclosures of the Bid, in accordance with the instructions set forth in this document, on the designated e-portal/website, on or before the prescribed date and time The Financial Bid format is annexed hereto as Annexure E and shall only be submitted online.

#### 4.4 Language

The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may

be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

#### 4.5 Bid Due Date

Bid Due Date means the date of Submission of Bid as mentioned in above. The TCDAICL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

#### 4.6 Contents of the Bid

The Bid shall be furnished in the formats prescribed. In the Financial Bid, the Bidder shall quote the Bid Criteria Share in the form Equity Share on the Revenue generated from the sale of developed area or developmental rights granted to C&DA not including any other income accruing to C&DA.

The Project may be awarded to the Bidder quoting the highest Bid Criteria Share in the form of Equity Share (the “Highest Bidder”)

The opening of Bids and acceptance thereof shall be substantially in accordance with this RFQ-cum-RFP. The Financial Bids of the Bidders who do not meet the Technical Eligibility Criteria will not be opened.

#### 4.7 Modifications / Substitution / Withdrawal of Bids

After the Bid Due Date, the Bidder will not be permitted to either modify or substitute or withdraw the Bid

#### 4.8 Validity of Bid

The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date or the date of signing of the Agreement by TCDAICL with the Selected Bidder, whichever is later.

#### 4.9 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process is not a retained professional advisor advising the TCDAICL in relation to or matters arising out of, or concerning the Bidding Process. The TCDAICL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The TCDAICL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory

entity and / or the TCDAICL or as may be required by law or in connection with any legal process.

#### 4.10 Termination

##### **Termination by Authority (TCDAICL):**

TCDAICL shall have the right to terminate the Agreement, by providing a prior written notice of 30 (thirty) days, in the event of the following:

- a. The Selected Bidder fails to execute the Agreement or establish the SPV within the stipulated time.
- b. Material breach of the terms and conditions of the RFP, LoA, or the Concession Agreement by the Selected Bidder or SPV.
- c. Misrepresentation or false statement made at any stage of the bidding or project execution.
- d. Failure to achieve financial closure or commence project activities within the prescribed timelines.

##### **Termination by Selected Bidder/SPV:**

The Selected Bidder or SPV may terminate the Agreement by giving 60 (sixty) days' prior written notice to TCDAICL, subject to:

- a. Occurrence of a material breach by TCDAICL which remains uncured for 30 days from the date of written notice.
- b. Prolonged Force Majeure events making the performance of obligations impossible.

##### **Consequences of Termination:**

Upon termination of the Agreement:

- a. All rights and obligations of both parties shall cease, except for those that expressly survive termination.
- b. The Performance Security shall be forfeited in case of termination due to default of the Selected Bidder or SPV.
- c. In case of termination due to Authority's default or Force Majeure, the Developer may be eligible for compensation as per terms defined in the Concession Agreement.

##### **Survival:**

Any clauses that are, by their nature, intended to survive the termination (e.g., dispute resolution, confidentiality, indemnity) shall remain in effect even after termination.

##### **Voluntary Exit by the SPV:**

The SPV shall not be permitted to withdraw from or exit the Project without the prior written consent

of TCDAICL. Any request for voluntary exit shall be subject to:

- a. Fulfilment of all obligations under the C&DA until the date of proposed exit;
- b. Identification and onboarding of a substitute developer with equal or superior technical and financial qualifications, subject to TCDAICL's approval;
- c. Execution of necessary novation, substitution, and tripartite agreements ensuring continuity of the Project without prejudice to TCDAICL's interests.

#### **Restarting of the Project**

TCDAICL shall be entitled to take over the Project site, invoke performance securities or guarantees, and recover any costs, losses, or damages arising from such default. TCDAICL may, at its sole discretion and following due process, initiate the restarting of the Project by appointing a new Developer through a fresh selection process or other legally permitted mechanism. The outgoing Developer shall not have any further rights, claims, or entitlements over the Project or any part thereof, except for those expressly provided under the Agreement or as determined through a lawful dispute resolution process

#### **4.11 Arbitration**

- a. In the event of any dispute, difference, or claim arising out of or in connection with this Agreement or the interpretation thereof, the Parties shall first attempt to resolve such disputes amicably through mutual consultation and negotiation.
- b. If the dispute is not resolved within 30 (thirty) days from the date of initiation of discussions, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- c. The arbitration shall be conducted by a sole arbitrator, mutually appointed by both parties. If the parties fail to agree on a sole arbitrator within 15 (fifteen) days, then the arbitration panel shall consist of three arbitrators—one appointed by each party, and the third (presiding arbitrator) appointed by the two arbitrators.
- d. The seat and venue of arbitration shall be Mumbai, Maharashtra, and the proceedings shall be conducted in the English language.
- e. The arbitral award shall be final and binding on both parties. The cost of arbitration shall be borne as determined by the arbitral tribunal.

#### **4.12 Correspondence with the Bidder**

Save and except as provided in this RFQ-cum-RFP, the TCDAICL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

#### 4.13 Earnest Money Deposit (EMD)

The Bidder shall furnish an Earnest Money Deposit (EMD) of INR 34,00,00,000/- (Rupees Thirty-Four Crore only) through the e-Tendering Online Payment Gateway mode only. The EMD shall be deposited prior to the final submission of the bid as part of E-Envelope 1.

Bidders making the EMD payment via the State Bank of India Multi Option Payment System (SB MOPS) using Internet Banking services of banks other than State Bank of India are strongly advised to initiate the payment at least four (4) calendar days prior to the bid submission deadline. This is to mitigate any risk of payment non-realization or transaction failure, which may render the bid as non-responsive due to non-receipt of EMD within the stipulated time.

EMD of the unsuccessful Bidders will be returned not later than 10 (Ten) days from the date of signing of the MoU with the Successful Bidder. In case of cancellation of the Bid, the EMD shall be returned not later than 10 (Ten) days from the date of cancellation of the Bid. No interest shall be payable on the Bid Security.

The Authority shall be entitled to appropriate the EMD as damages inter alia in any of the events specified in Clause 2.12.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of the Bid validity as specified in this RFP.

EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise, under the following conditions:

If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or

If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; or

in case any misrepresentation in the RFP submission is found at a later date

#### 4.14 Performance Security

The Successful Bidder shall, within the stipulated time from the date of issuance of the Letter of Acceptance (LoA), furnish a Performance Security equivalent to 3% of the Total Project Cost (Rehab + Infra) , i.e., INR 202 Crore (Rupees Two Hundred & Two Crore only).

Out of the total Performance Security, a minimum of INR 100 Crore (Rupees One Hundred Crore only) shall be deposited via RTGS from a Nationalized Bank into the designated TCDAICL account. The balance



amount shall be submitted in the form of an irrevocable Bank Guarantee issued by a Nationalized Bank in India, in the prescribed format.

The Earnest Money Deposit (EMD) submitted at the time of bidding shall be adjusted towards the Performance Security requirement, and the bidder shall deposit the remaining amount accordingly.

The Bank Guarantee shall remain valid for the entire duration of the project and the applicable Defect Liability Period. The Authority reserves the right to invoke or forfeit the Performance Security, in whole or in part, in the event of any default, delay, or non-compliance by the Developer with the terms of the contract.

Upon successful and satisfactory completion of the project and fulfillment of all contractual obligations, the Performance Security shall be released, subject to applicable deductions or claims, if any.

**Schedule for Performance Security:**

- A Performance Security of ₹ 102 Crores (Rupees One Hundred Two Crore Only), in the form of an irrevocable Bank Guarantee from Nationalize Bank shall be submitted by the Developer after the issuance of the Letter of Acceptance (LoA).
- A Performance Security of ₹ 100 Crores (Rupes One Hundred Crore only) shall be deposited via RTGS from a Nationalized Bank into the designated TCDAICL account upon issuance of the Letter of Acceptance (LOA).

The Performance Security shall be released on a pro-rata basis, phase-wise, upon successful completion of the project components under each respective phase.

## 5. EVALUATION OF BIDS

### 5.1 Opening and Evaluation of Bids

- The Authority shall open the documents submitted by the Bidders in response to RFP, at pre intimated date, time, and place to all the Bidders and in the presence of the Bidders who choose to attend.
- Subsequently the contents of documents submitted will be scrutinized in accordance with this RFP.
- To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- The Authority reserves the right not to proceed with the Bidding Process at any time without

notice or liability and to reject any Bid without assigning any reasons.

- To assist in the scrutiny of Bids, the Authority may utilize the services of its consultant(s) or advisor(s).
- Prior to evaluation of Bids received, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. Only those Bidders, whose Bid is adjudged to be responsive shall qualify for evaluation.
- The Authority reserves the right to reject any Proposal which is non-responsive. No request for alteration, modification, substitution or withdrawal shall be entertained by the Authority.
- The Bidder shall be required to make a detailed presentation before TCDAICL outlining their credentials, past experience, availability of resources and infrastructure, in-house capabilities, proposed funding sources, and the overall plan and approach for effective implementation of the Urban Renewal Scheme.
- Bidders who meet the prescribed Eligibility Criteria, including both Technical and Financial Capacity, and successfully present their credentials as detailed in the evaluation process, shall be shortlisted for the opening of the Price Bid (E-Envelope-2)
- The bidder shall submit the cashflow along with the bid and Techno-Economic Viability (TEV) of the project and the bidder shall present Techno-Economic Viability (TEV) of the project before TCDAICL, including proposed phasing options and projected cash flows. Based on this presentation, TCDAICL shall evaluate the commercial offer submitted by the bidder, applying a standard Internal Rate of Return (IRR) benchmark of 18% to 20% for assessment and valuation. In the event a Bidder quotes below the threshold limit i.e. Minimum Guaranteed Value of Rs. 3500 Cr. as specified such bid shall be deemed non-responsive and shall stand rejected without further evaluation.
- The top-line share is to be transferred to TCDAICL as per Schedule given below:
  - a) 10% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within one month from the date of work order.
  - b) 30% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within one year from the date of work order.
  - c) 30% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within two years from the date of work order.
  - d) 30% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within three years from the date of work order.

In case of Delay of payment as per the above schedule, the extension for making payment may be granted by TCDAICL on written request from the developer with interest at the rate of 18% per annum on the delayed payment.

The extension for the delayed payment with interest will be granted maximum for 90 days from the scheduled date. No extension whatsoever will be granted after extended period of 90 days.

**After that, in case of default in making scheduled payment along with interest then stop work notice for free sale component will be issued and the work of free sale will be stopped with**

**immediate effect.**

## 5.2 Tests of responsiveness

Prior to evaluation of Bids, the TCDAICL shall determine whether each Bid is responsive to the requirements of this RFQ-cum-RFP. Only those Bidders whose Bids are adjudged to be responsive shall qualify for evaluation. A Bid shall be considered responsive only if:

- it is received with the required appendices along with supporting documents in the provided formats;
- it contains certificate from the Statutory Auditors / Proof of documents downloaded from the ROC website and / or client/s or competent TCDAICL in the formats specified at Annexure I of this RFQ-cum-RFP for each Eligible Project;
- it does not contain any condition or qualification;
- it is not non-responsive in terms hereof;
- it contains brief report stating the Bidder's plan of developing the Project

The TCDAICL reserves the right to reject any Bid which is non- responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the TCDAICL in respect of such Bid.

## 5.3 Selection of Bidder

The Price Bid of shortlisted Bidders shall only be opened by the TCDAICL in the presence of the Bidders' representatives who chose to remain present.

The Bidder has to quote as per the Price Bid and in the stages mentioned in the Tender Documents.

The Bidder who meets the prescribed Eligibility Criteria in terms of Technical and Financial Capacity, and offers the highest return subject to minimum guaranteed return of ₹3500 crore or topline revenue share whichever is more. The top-line share is to be transferred to TCDAICL as per Schedule mentioned in Para 5.1. In addition, 50% of unearned/ windfall income shall be shared with TCDAICL by SPV over the entire Project duration.to the TCDAICL shall be declared as the Successful Bidder (the "**Highest Bidder**"). The top-line share is to be transferred to TCDAICL as per Schedule mentioned in Para 5.1.

In the event that two or more Bidders quote the same Bid Criteria Share (the "Tie Bidders"), the TCDAICL shall identify the prospective Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Bidders who choose to attend.

In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the TCDAICL may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "Second Round of Bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the prospective Selected Bidder. If two or more Bidders match the said Highest Bidder in the second

round of bidding, then the Bidder whose Bid was higher compared to other Bidder(s) in the first round of bidding shall be the prospective Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third Highest Bidder shall be the prospective Selected Bidder. Such Highest Bidder, who has withdrawn or is not selected for any reason under this clause, shall not be permitted to join any other prospective Selected Bidder anytime during the implementation of the project.

In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause, the TCDAICL may, in its discretion award the Project to the Highest Bidder from such Second Round of Bidding or invite fresh Bids (the "Third Round of Bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annual the Bidding Process, as the case may be. In case the Bidders are invited in the third round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

Before issuance of a Letter of Acceptance (the "LOA"), due diligence of the Financial Bid submitted would be conducted and after necessary approvals as part of selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the TCDAICL to the Selected Bidder (the "Selected Bidder"). The Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, TCDAICL may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

The Selected Bidder shall incorporate a Special Purpose Vehicle ("SPV") prior to the execution of the Shareholders' Agreement with TCDAICL. Upon incorporation of the SPV, TCDAICL shall forward the proposal to the Government for obtaining the necessary approval for the said SPV."

After selection, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by TCDAICL to the Selected Bidder. The Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, TCDAICL may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

#### 5.4 Bid Parameter

In the Financial Bid, the Bidders shall, quote the TCDAICL Revenue Share to be paid to TCDAICL ("Bid Criteria Share") which shall be in the form of percentage of Revenue from the sale of developed area from the plot or sale of FSI. It is clarified that no other revenue earned by C&DA from any other source including

interest income or other income shall be considered for revenue share.

The Project shall be awarded to the Bidder quoting the highest Bid Criteria Share. ("Highest Bidder"). After such award, TCDAICL will sign the Construction-cum- Development Agreement with the Highest Bidder.

However, it is clarified that in case actual Revenue Share paid during the execution stage after completion and sale of all the FSI is lower than Minimum Committed Revenue, Highest Bidder shall pay differential amount to TCDAICL as per terms of C&DA Agreement.

## 5.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the TCDAICL makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the TCDAICL and / or their employees / representatives on matters related to the Bids under consideration.

## 6. FRAUD AND CORRUPT PRACTICES.

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard Agreement of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the TCDAICL may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the TCDAICL shall be entitled to forfeit and appropriate the EMD, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the TCDAICL under the Bidding Documents and / or the or otherwise.

Without prejudice to the rights of the TCDAICL under Clause 3 herein above and the rights and remedies which the TCDAICL may have under the LOA or the Agreement, or otherwise if a Bidder, is found by the TCDAICL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender of RFQ-cum-RFP issued by the TCDAICL during a period of 2 (two) years from the date such Bidder is found by the TCDAICL to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value

to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or; employing or engaging in any manner whatsoever, directly or indirectly any official of the TCDAICL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the TCDAICL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or save and except as permitted under the Clause of this RFQ-cum-RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the TCDAICL in relation to any matter concerning the Project;

1. **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
2. **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
3. **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the TCDAICL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
4. **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a free and fair competition in the Bidding Process.

## 7. PRE-BID CONFERENCE

Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the prospective Bidder.

The specific queries are to be emailed to TCDAICL as per the date mentioned in the tender document. Any queries raised after the date mentioned for raising the queries, may not be entertained by the TCDAICL.

## 8. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The TCDAICL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

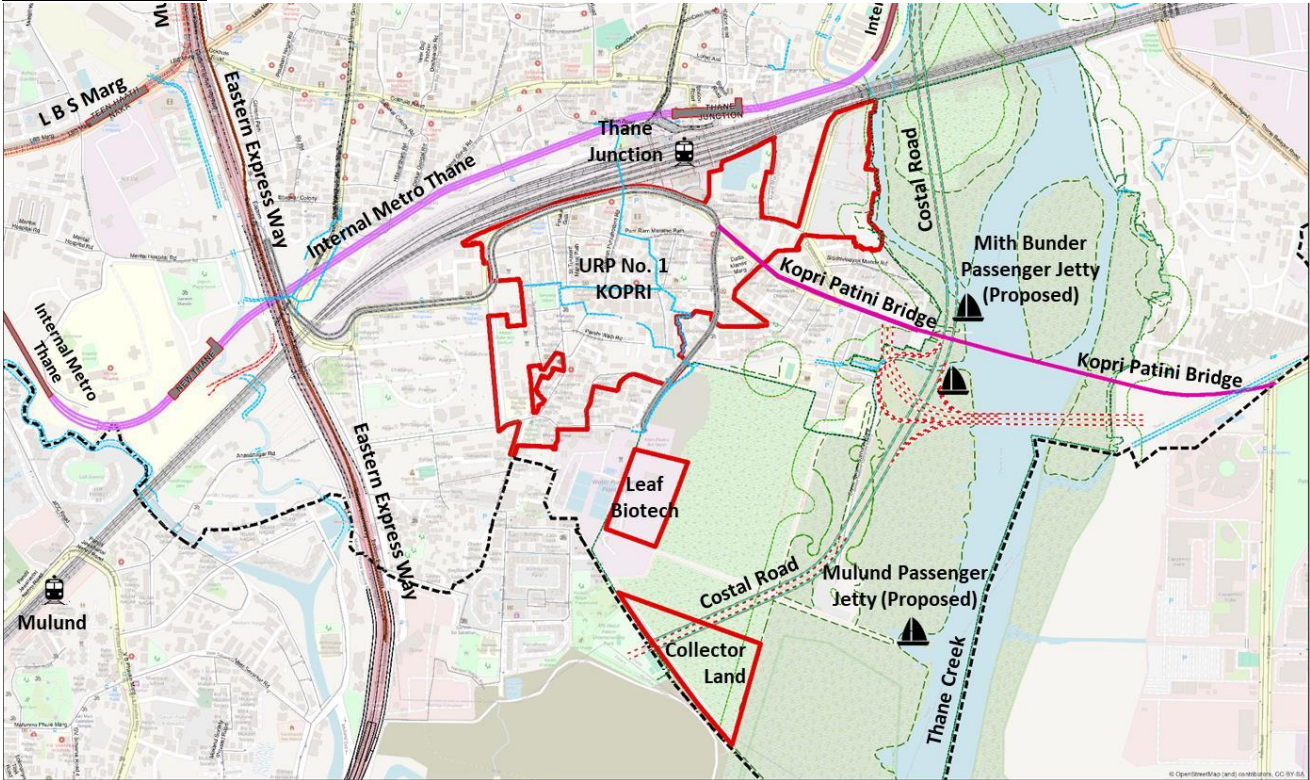
- Suspend and / or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive any clarification;
- Retain any information and / or evidence submitted to the TCDAICL by, on behalf of, and / or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the TCDAICL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future

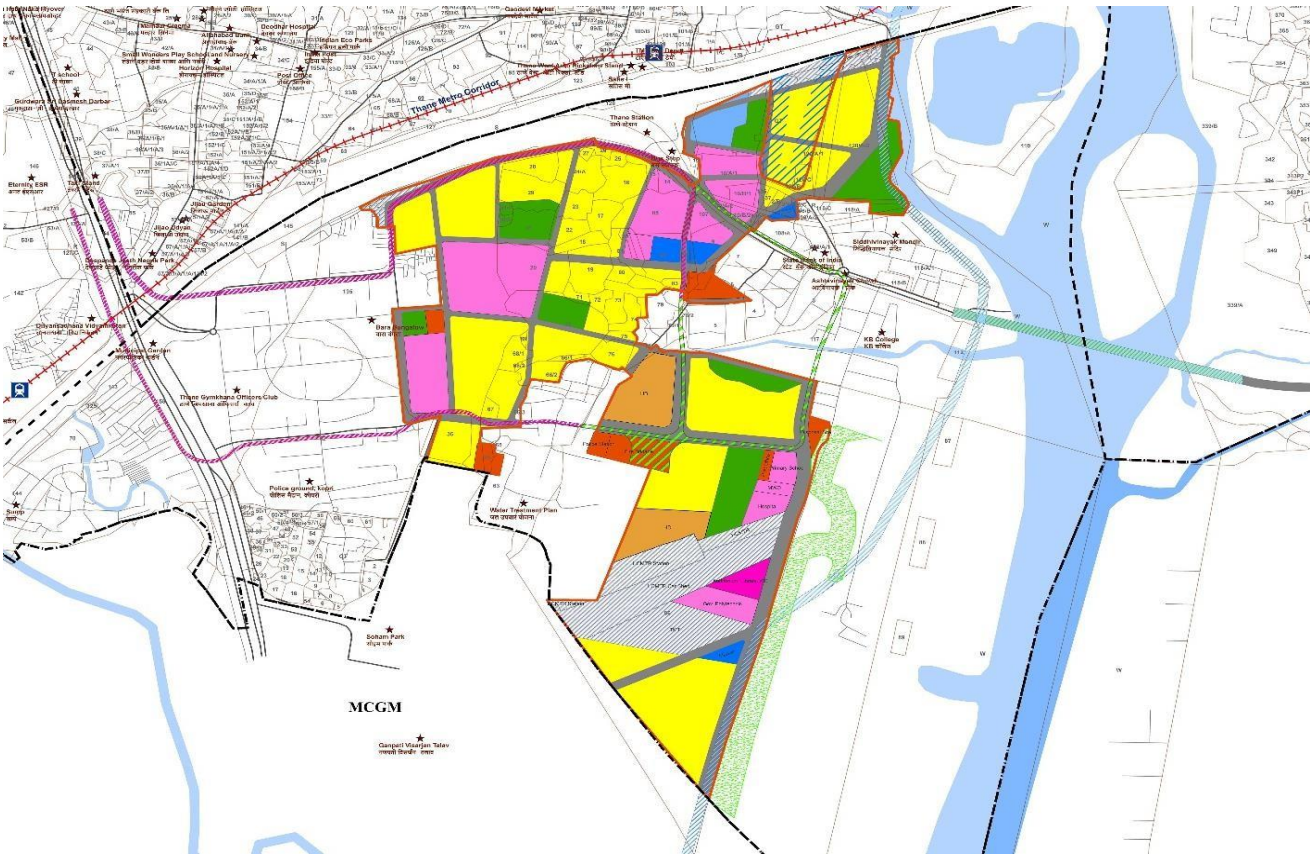


Annexure A: URS Location and Land Use Plan

Location Plan



Land Use Plan





Annexure 'B': Applicable FSI of the Project as per UDCPR – 2020

URP 1_KOPRI & VACANT LAND - 52.06 HA.			
TECHNO ECONOMIC VIABILITY (TEV)			
Area Statement			
SR. NO.	Area Statement	Area (Sq.mt.)	Area (Ha.)
1	<b>Notified URS Area</b>	<b>426439.25</b>	<b>42.64</b>
a	Adding Leaf_Biotech Plot Area	34554.00	3.46
b	Adding Collector Land Area	59600.00	5.96
2	<b>Total URS Area</b>	<b>520593.25</b>	<b>52.06</b>
a	Area under CRZ I	15849.20	1.58
b	Area under CRZ II	16854.40	1.69
3	<b>Total URS Area after deducting CRZ I Area</b>	<b>504744.05</b>	<b>50.47</b>
4	Area under D.P. Road (Developed)	74687.36	7.47
5	Area under D.P. Road (Non Developed)	19440.73	1.94
6	Area under Nallah / Lake	16513.89	1.65
7	<b>Net Plot Area after Deduction</b>	<b>110641.98</b>	<b>11.06</b>
8	Area under DP Reservation (Non - Developed - Diluted)	52417.43	5.24
9	Area under Amenity (10%) (Proposed on CRZ II Area)	50474.41	5.05
10	Area under R.O.S. (10%) (Proposed on CRZ I Area)	52059.33	5.21
11	<b>Net Plot Area</b>	<b>291210.24</b>	<b>29.12</b>
<b>Permissible FSI: Reg. No. 14.8.6: FSI Permissible in URS shall be the FSI required for rehabilitation of existing occupants</b>			
14	Total Permissible B/U Area (FSI @ 4.0)	1951558.62	195.16
15	Total Permissible B/U Area on CRZ II Area (FSI @ 0.50)	8427.20	0.84
16	<b>Total Permissible BUA</b>	<b>1959985.82</b>	<b>196.00</b>
17	Incentive Factor	<b>2.75</b>	
18	BUA of Rehab	554595.62	55.46
19	BUA of Sale	1525137.95	152.51
20	<b>Total Permissible BUA</b>	<b>2079733.57</b>	<b>207.97</b>
21	FSI Consumed	<b>4.12</b>	
22	<b>Balance BUA - PAP (16 - 20)</b>	<b>0.00</b>	<b>0.00</b>
a	PAP Component BUA	0.00	0.00
b	Additional Sale Component BUA	0.00	0.00
23	<b>Built-up Area Distribution</b>		
a	Rehab Component BUA	554595.62	55.46
b	PAP Component BUA	0.00	0.00
c	Sale Component BUA	1525137.95	152.51
24	<b>Total Built-up Area</b>	<b>2079733.57</b>	<b>207.97</b>
25	Ancillary FSI @ 60% on Residential BUA (80%)	998272.11	99.83
26	Ancillary FSI @ 80% on Commercial BUA (20%)	332757.37	33.28
27	<b>Total Permissible BUA (including Ancillary)</b>	<b>3410763.06</b>	<b>341.08</b>
<b>B/U Area including Ancillary FSI</b>			
28	<b>Built Up Area For Rehab</b>	<b>680640.08</b>	<b>68.06</b>
29	<b>Built Up Area For PAP</b>	<b>0.00</b>	<b>0.00</b>
30	<b>Built Up Area For Sale</b>	<b>2730122.98</b>	<b>273.01</b>
31	Sale-Rehab Ratio	<b>4.0</b>	
<b>Carpet Area including Ancillary FSI</b>			
32	<b>Carpet Area For Rehab</b>	<b>504177.84</b>	<b>50.42</b>
33	<b>Carpet Area For PAP</b>	<b>0.00</b>	<b>0.00</b>
34	<b>Carpet Area For Sale</b>	<b>2022313.32</b>	<b>202.23</b>
<b>Construction Area Distribution</b>			
35	Rehab Component Construction Area	816768.09	81.68
36	Sale Component Construction Area	3276147.57	327.61
37	<b>Total Construction Area</b>	<b>4092915.67</b>	<b>409.29</b>

Annexure C: Bidder's Request for Clarification

**Statement of Queries by the Prospective Bidder**

**Subject:** Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri ,  
Thane (E) through a Construction and Development Agency (C&DA)

<b>Sr. No</b>	<b>Clause No</b>	<b>Original Clause in the RFQ cum RFP</b>	<b>Clarification required</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			

Name and complete official address of prospective Bidder

Name of the Prospective Bidder's Contact Person:

Email:

Mobile No.:

Telephone:

Fax No. :

Name of the Authorized signatory: Date:

Annexure D (1): Letter Accompanying the Bid / Letter of Tender

**E Envelope – 1**

**To,**

Managing Director,

TCDAICL

5<sup>th</sup> floor, next to Trade centre, Bandra Kurla Complex, Bandra East,

Mumbai, Maharashtra 400051

**Sub:** Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri , Thane (E) through a Construction and Development Agency (C&DA)

Dear Sir,

With reference to your RFP document, I/we, having examined the RFP Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional. We acknowledge that TCDAICL has provided right to suggest additional support/facilitation envisaged by us and such suggestions submitted by us are not the pre-conditions to submission of the bid.

- 1 I/ We acknowledge that TCDAICL will be relying on the information provided in the Bid and the documents accompanying the Bid, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2 I/ We shall make available to TCDAICL any additional information it may find necessary or require to supplement or authenticate the submissions.
- 3 I/ We acknowledge the right of TCDAICL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 4 I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFP, including any Addendum issued by TCDAICL;
  - b. I/ We do not have any conflict of interest and I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal/RFP issued by or any agreement entered into with TCDAICL or any other public sector enterprise or any government, Central or State;
  - c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt

- practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- d. the undertakings given by us along with the Bid in response to this RFP for the Project are true and correct as on the Bid Due Date and I/we shall continue to abide by them; and
- e. I/ We certify that in the last three years, we/any of the consortium members or our/their associates have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by Government of Maharashtra or Government of India or any public authority of the Government of Maharashtra nor have had any contract terminated by any public authority of Government of Maharashtra for breach on our part.
- 5 I/ We understand that you may cancel the Selection Process at any time and that you are not bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
- 6 I/ We declare that I/ we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Bidder/ Consortium submitting a Bid for the Project.
- 7 I/ We certify that in regard to matters other than security and integrity of the country, I/ we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 8 I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. We acknowledge that our qualification and investment in the SPV Company may be subject to the security clearance and as per the guidelines set by the RBI. We hereby waive, to the fullest extent permitted by applicable law, our right to challenge any disqualification arising out of the same on any account whatsoever.
- 9 I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate TCDAICL of the same immediately.
- 10 I/ We acknowledge and undertake that in case selected for the Project, we (single entity/ members shall hold the equity investment in the SPV Company as mentioned in the Tender Documents.
- 11 I/ We further undertake and acknowledge that Bidding Company/ including their subsidiaries are not in the list of willful defaulters.
- 12 I/ We understand that the Selected Bidder shall be required to incorporate an SPV and invest the amount in SPV Company to act as the Lead Partner in the SPV Company and implement the Project in terms of the RFP.
- 13 I/ We acknowledge that we will issue equity stake of the SPV Company as specified in the RFQ-cum-RFP to TCDAICL and follow the terms of the Shareholders' Agreement.

- 14 I/ We hereby irrevocably waive, before signing of the Share Holders Agreement, any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 15 I/ We have studied the RFP Document carefully and also studied the Project requirement. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by TCDAICL or in respect of any matter arising out of or relating to the Bidding Process including the award of Works.
- 16 I/ We am/are submitting Tender Fees and EMD to TCDAICL in accordance with the RFP Document.
- 17 I/ We agree and understand that the Selection is subject to the provisions of the RFP. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 18 I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 19 I/We undertake that in case selected, we will follow all the terms and conditions as per the RFP documents.
- 20 I/ We shall keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

## Annexure D (2): Details of Bidder

### 1. Brief Details of the Bidder

#### 1.1. (a) Name:

1.1.1. Country of incorporation:

1.1.2. Address of the corporate headquarter:

1.1.3. Date of incorporations

#### 1.2. Brief description of its main lines of business:

#### 1.3. Details of individual (s) who will serve as the point of contract/communication for the TCDAICL

1. Name:

2. Designation:

3. Address:

4. Telephone Number and Mobile No.

5. E-Mail Address:

6. Fax Number:

#### 6.1. Particulars of the Authorized Signatory of the Bidder

1. Name:

2. Designation:

3. Address:

4. Phone Number and Mobile No.

5. E-Mail Address:

6. Fax Number:

7. The following information shall also be provided by each Bidder:

Table giving General information:

S. No.	Criteria	Yes / No
1.	Has the Bidder/Directors been barred by the Central / State Government, or any entity by them, from participating in any project (BOT or otherwise)	
2.	If the answer to 1 is yes, does the bar subsist as on the Bid Due Date?	

3.	Has the Bidder/Directors paid liquidated damages of more than 5% of the contract value in any contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?  If yes, provide details	
----	---	--

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigations / arbitration in the recent past, is given below (Attach extra sheets, if necessary)

## Annexure D (3): Financial Capacity of the Bidder

Table Showing Consolidated Net Worth (in INR crore)

<b>Name of the Entity</b>	<b>Consolidated Net Worth as on 31<sup>st</sup> Mar 2025</b>

1. The Bidder shall attach copy of the consolidated auditor report of 2024-25
2. Net Worth shall mean.

For Company / LLP = \*(Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities + statutory reserves)

3. The Bidder shall provide and Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2 of the instructions to Bidders document.
4. In case any bidder demonstrates foreign experience, for conversion of net worth, the currency exchange rate shall be as on the date 60 (sixty) days, prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollar as on the date 60 (sixty) days prior to the Bid Due Date, and as amount so derived in US Dollar shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.



#### Annexure D (4): Technical Capacity of the Bidder

(Refer to Clauses 2.2)

**Table showing the summary of the Technical Capacity of the Bidder**

Sr. No.	Project Name and location	Experience (only during the last 07 years preceding in the Bid Due Date) and shall be in India	
	Project must have been executed as developer and not EPC contractor	In case of Real Estate Projects sqm of BUA of the project undertaken in last 07 years) wherein occupation certificate is received.	In case of Real Estate Projects in MMR Region in sqm of BUA of the project undertaken in last 07 years) wherein occupation certificate is received.
	(1)	(2)	(3)
1.			
2.			
3.			

## Annexure D (5): Details of Eligible Projects

### Eligibility for Real Estate Project

(A separate sheet shall be used to each project including experience in MMR Region)

S. No.	Item	Particulars of the Project
1.	Name of the project	
2.	Client for whom the project was developed  (name, address and contact details of owner / authority) or Self	
3.	Location, address of the Project and Project Area	
4.	Built-up area in sq.m.	
5.	Whether credit is being taken for the Eligible Project experience of a Subsidiary (Yes/No) and if "Yes", name of the Subsidiary and equity holding in that Subsidiary for the period from and to	

### Instructions:

1. A separate sheet should be filed for each Eligible Project including project in MMR Region.
2. Certificate from the Bidder's statutory auditor along with submission of documents downloaded from the website of Registrar of Companies stating the shareholding of the Bidder in the Project at the time of receipt of Occupation Certificate for Real Estate Project Experience is necessary.
3. In respect of Real Estate experience, for showcasing experience of built-up area and Occupation Certificate, copy or Certificate from the concerned authority and Project Architect shall be furnished.

## Annexure D (6): Approach and Methodology

Bidder shall submit the proposed Conceptual Master Plan of the project along with the FSI utilization plan for the various components in the Conceptual Master Plan.

The Bidder shall demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet. The financial requirements for existing projects and also for committed other ongoing works shall be shown.

S. No.	Source of financing	Amount (INR equivalent)
1.		
2.		
3.		
4.		

### 1. Personal

- a. Organization Structure
- b. Project Specific Organization Chart

2. The Bidder must demonstrate that it has the personnel for the key positions that meet the quality and project management requirements. The Bidder must submit manpower scheduling of the available resources for this project.

S. No.	Name	Position Qualification	Total work Experience (years)	In similar work experience (years)	Role that Would be played (attach time chart)
1.					
2.					
3.					
4.					

On the site organization structure that will be deployed shall be mentioned.

2.1. Project quality management plan

2.2. Project timeline management plan.

1. Bidder must submit a statement of non-performed contracts after acceptance of work.

2. Bidder must submit a statement whether Bidder has become ineligible to bid for any project where multi-lateral financial institution has given loan/debt for the project.
3. Bidder must submit a statement whether it has defaulted to any bank towards any of their loan repayment/interest commitment in the last 3 years.
4. Present ongoing works

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts, approaching completion, but for which an unqualified, full completion certificate has yet to issued.

<b>S. No.</b>	<b>Name of Contract</b>	<b>Employer, Contact Address Tel/Fax</b>	<b>Value of outstanding work (current INR equivalent)</b>	<b>Estimated Completion date</b>	<b>Average monthly invoicing over last six months (INR/month)</b>

## Annexure D (7): Format of Power of Attorney

(To be submitted on the Stamp Paper of Rs. 100/- by the Bidder) Know all mean by these presents.

We \_\_\_\_\_ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative) to do in our name and on behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri , Thane (E) through a Construction and Development Agency (C&DA)

including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-proposal and other conferences and providing information / responses to the TCDAICL/GoM, representing us in all matters before the TCDAICL signing an execution of all contracts and undertaking consequent to acceptance of our proposal an generally dealing with the TCDAICL/GoM in all matters in connection with all or relating to or arising out of our proposal for the said project and / or upon thereof to us till the entering into of the Construction-cum-Development Agreement with TCDAICL.

And we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to an in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In Witness whereof we the above-named principal have executed this power of attorney on this day of \_\_\_\_\_ 2025.

For (Signature)

(Name, Title, and Address of the attorney)

Accepted

### Notes:

1. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification, the extract of the charter

documents and documents such as resolution / Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the Jurisdiction where the Power of Attorney is being issued.

## Annexure D (8): Format of Bank guarantee for Performance Security

(Adequately stamped and from a Nationalized Bank and issued by a branch in Maharashtra and payable in Mumbai only)

[Guarantor letterhead or SWIFT identifier code]

### **Beneficiary: TCDAICL**

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") is going to submit its proposal with the Beneficiary for *Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri, Thane (E) through a Construction and Development Agency (C&DA)* and the Applicant as per the terms of tender document having agreed to furnish a Bank Guarantee to the TCDAICL as "Performance Security" of Rs. \_\_\_\_\_ crores/- (Rupees \_\_\_\_\_ only)

We, \_\_\_\_\_ Bank Name \_\_\_\_\_ a company constituted under the Companies Act, 1956 and a banking company under the Banking Regulation Act, 1949, having its Registered Office and Head office at \_\_\_\_\_ and among other places a branch at \_\_\_\_\_ (hereinafter referred to as "the Bank"), which expression unless shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby unconditionally guarantee and undertake to pay the TCDAICL immediately on demand any or, all money payable by the Applicant to the extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid at any time up to \_\_\_\_\_ Months, without any demur, reservation, contest, recourse, or protest and / or without any reference to the Applicant. Any such demand made by the TCDAICL on the bank shall be conclusive and binding notwithstanding any difference between the TCDAICL and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the TCDAICL discharges this guarantee or expiry of BG, whichever is earlier.

The TCDAICL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Applicant. The TCDAICL shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Applicant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the tender document or remedy or security available to the TCDAICL. The bank shall not be relieved of its obligations under these presents by any exercise by the TCDAICL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the TCDAICL or any other indulgence shown by the TCDAICL or by

any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank provided that any such variation shall neither have the effect of increasing our liability beyond Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) nor shall it have the effect of extending our liability beyond \_\_\_\_\_.

The Bank also agrees that the TCDAICL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Applicant and notwithstanding any security or other guarantee that the TCDAICL may have in relation to the Applicant liabilities. The TCDAICL shall be entitled to make unlimited number of demands under this Bank Guarantee, provided that the aggregate of all sums paid shall not exceed the Guaranteed amount.

The Bank shall make the payment hereunder against the receipt of a demand without any proof for document, notwithstanding any dispute by the Applicant, and such a demand shall be conclusive evidence of the Banks liability to pay the TCDAICL.

The Bank Guarantee shall be continuing irrevocable obligation.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights, of any Party thereto, or amendment or other modification of the Contract, or any other fact, circumstance, provision of the statue of law which might, entitle the Bank to be released in whole or in part from its undertaking, were its liability to be secondary and not primary, shall not in any way release the Bank from its obligations under this Bank Guarantee.

Any demands shall be deemed to have been duly served; if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, when received.

This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to his Bank Guarantee hereby submit to the jurisdiction of the Courts in Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with his Bank Guarantee, and for the purposes of enforcement under this Bank Guarantee.

Notwithstanding anything contained herein,

1. Our liability under this Bank Guarantee is limited to Rs. \_\_\_\_\_/- (Rupees only) and it shall remain in force up to and including (date of expiry of liability) and shall be extended from time to time for such period as may be desired by Applicant, on whose behalf this guarantee has been



given.

2. This Bank Guarantee shall be valid for a period of 365 days from the Bid Due Date.
3. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand not later than \_\_\_\_\_ at our Branch \_\_\_\_\_ Bank name and branch address \_\_\_\_\_. All your rights as well as our liability under this bank guarantee shall stand extinguished unless a written claim or demand is made under this guarantee not later than \_\_\_\_\_.

(Signature of the Authorized Official)

(Name and Designation with Bank Stamp)

**NOTE:**

1. The bank guarantee (s) contains the name, designation and code number of the officer (s) signing the guarantee (s)
2. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
3. The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).

**Annexure E: Format of Financial Bid**

(on the letterhead of the Bidder)

Date:

**To,**

Managing Director,

TCDAICL

5<sup>th</sup> floor, next to Trade Centre, Bandra Kurla Complex, Bandra East,

Mumbai, Maharashtra 400051

**Sub:** Financial Bid for Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri , Thane (E) through a Construction and Development Agency (C&DA)

Sir,

We have carefully gone through the Tender Documents and we offer following financial bid after accepting all the terms and conditions of this RFQ cum Proposal:

Sr. No.	Particulars	Topline Revenue as per cash flow (Rs.)	Topline revenue share percentage offered to TCDAICL (%)	Amount of topline revenue share to TCDAICL (Rs.)
(1)	Topline revenue amount/details as per the cash flow attached in RFQ cum Proposal vide clause No.5.1.	(in figure and words)	(in figure and words)	(in figure and words)

**Note:**

1. Minimum guaranteed return shall be more than Rs.3500 Cr. As specified in Para 5.1. of the bid document.
2. Topline revenue shall be as per cashflow & TEV prepared by C&DA and quote the financial bid accordingly.
3. The top-line share is to be transferred to TCDAICL as per the schedule given in the Para 5.1 of the bid document.

Yours faithfully,

For and on behalf of

*Appointment of a Developer for the Implementation of the Urban Renewal Scheme at Kopri, Thane (E) through a Construction and Development Agency (C&DA)*

\_\_\_\_\_ [ Name of the Bidder)

(Signature of Authorized Signatory)

\_\_\_\_\_  
(Name and designation of the Authorized Person)

## Annexure F: Draft Construction-Cum-Development Agreement

This Construction-cum-Development Agreement is entered on this [ ] day of the month of [ ] in the year 2025

BETWEEN

- i) **Thane Cluster Development and Area Improvement Company Limited**, a company incorporated, under the provisions of the Companies Act, 2013 and having its registered office at Pinnacle Corporate Park 5th floor, next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 through its Director (hereinafter referred to as the “**TCDACL**” or “**the Authority**”, which expression shall, unless repugnant to the subject or context thereof, mean and include its representatives, successors-in-title, administrators and permitted assigns) being the party of the First PART; and
- ii) \_\_\_\_\_[insert name of the SPV Company], a company incorporated, under the provisions of the Companies Act, 2013 and having its registered office at \_\_\_\_\_ [insert address] through its \_\_\_\_\_(hereinafter referred to as the “**SPV**” or “**C&DA**”, which expression shall, unless repugnant to the subject or context thereof, mean and include its representatives, successors-in-title, administrators and permitted assigns) being the party of the SECOND PART; and
- iii) \_\_\_\_\_[insert name of the Selected Bidder], and having registered office at [insert address] through its \_\_\_\_\_(hereinafter referred to as the “**Selected Bidder**” or the “**Confirming Party**” which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and permitted assigns) being the party of the THIRD PART;

The “**TCDACL**”/ “**Authority**”, “**SPV/ C&DA**” and “**Selected Bidder**” are hereinafter referred to as “**Party**” individually and “**Parties**” collectively.

- A. Thane Municipal Corporation (TMC) has initiated a comprehensive Urban Renewal Program (URP) to revitalize the city by systematically redeveloping unplanned, dilapidated, and largely unauthorized settlements. As part of this expansive effort, 49 urban pockets have been designated as URP areas, encompassing approximately 1,650 hectares.
- B. Thane Municipal Corporation appointed MAHAPREIT as the Implementation agency for the Implementation of Urban Renewal Scheme in Thane City and executed the MoU on dated 17th April 2023.
- C. The Government of Maharashtra vide letter no. TPS-1223/839/CR. NO. 75/ 23/ UD-12 Dt.7th July 2023 has accorded sanction to appoint MAHAPREIT as Implementation Agency for the above said cluster of Thane city.

- D. Accordingly, Special Purpose vehicle - Thane Cluster Development and Area Improvement Company Limited (TCDAICL) was incorporated by MAHAPREIT and TMC for the implementation of the Urban Renewal Scheme
- E. TCDAICL were desirous to appoint a Construction-cum-Development Agency for Implementation of the Urban Renewal Scheme at Kopri , Thane (E) through a Construction and Development Agency (C&DA) (the "Project")
- F. Accordingly, TCDAICL had invited proposals through Competitive Bidding, in a manner as specified in the Request for Qualification cum Request for Proposal (RFQ cum RFP) Document from eligible bidders, on terms and conditions contained therein for the selection of the C&DA for designing, financing, constructing and developing the Rehabilitation Component including layout infra , utility , Amenities and Sale Component (the "Project") and maintaining till the end of Defect Liability Period (DLP Period)
- G. After evaluation of the Technical and Financial Bids, the Authority has accepted the Proposal of \_\_\_\_\_ {name of the Selected Bidder} for the implementation of the Project, (Implementation of the Urban Renewal Scheme at Kopri , Thane (E) and more particularly described in the Annexure 6 hereunder and herein after referred to as the "Project Area" or "Project Site" and had issued its letter of Acceptance bearing No. dated \_\_\_\_\_ (hereinafter called the "LOA") to the \_\_\_\_\_ {name of the Selected Bidder} requiring, inter alia, following:
- i. Formation of Special Purpose Vehicle Company as per the Companies Act, 2013; and
  - ii. The Selected Developer shall submit a Performance Security of ₹102 Crore (Rupees One Hundred Two Crore only) in the form of a Bank Guarantee in favour of the Authority. Further, upon approval of the layout and issuance of the Letter of Intent (LOI) by the Planning Authority, an additional amount of ₹100 Crore (Rupees One Hundred Crore only) shall be paid by the Developer to the Authority through RTGS or any other approved online payment mode.
- H. The Selected Bidder has since,
- i. promoted and incorporated a limited liability company under the Companies Act, 2013 as a Special Purpose Vehicle Company on \_\_\_ date; and
  - ii. has submitted Performance Security in the form of Bank Guarantee of Rs. \_\_\_\_\_ crore (Rupees crore) in favour of the Authority;
- I. The Selected Bidder has by its letter dated \_\_\_, has requested the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Construction-cum-Development Agreement pursuant to the LOA for executing the Project, as per this Agreement.
- J. By its letter dated \_\_\_, the SPV Company has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity, which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Construction-cum- Development Agreement pursuant to the LOA. The SPV Company has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.

- K. The Authority has agreed to the said request of the Selected Bidder and the SPV Company, and has agreed to consider the SPV Company as C&DA and has accordingly agreed to enter into this Construction- cum- Development Agreement for execution of the Project subject to and on the terms and conditions set forth hereinafter. It is however clearly agreed and understood by the Parties that this Agreement doesnot in any manner to be construed so as to create, confer or grant any ownership rights of any nature whatsoever into or upon the said land/ Project Area in favour of the either the Selected Bidder or the C&DA except the rights conferred upon the C&DA as per this Agreement

**NOW THEREFORE, in consideration of the foregoing, and the covenants and promises contained herein, and other good and valuable consideration(s), the adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agreed as follows:**

## ARTICLE 1. SCOPE OF PROJECT AND FACILITATION BY THE AUTHORITY

### 1.1 Scope of Project and Facilitation by TCDAICL

#### A. Project Structure:

1. Implementation of integrated development of THANE URS shall be through Special Purpose Vehicle (SPV). TCDAICL shall coordinate/ assist transfer of 52.05 Ha into the SPV Company for the development of Rehab, Sale and Infra Component
2. The sanctioned regulation number 14.8 of UDCPR 2020 will be applicable, for the THANE URS Redevelopment Project Area.
3. In order to facilitate the timely and efficient implementation of the Urban Renewal Project (URP), the Selected Bidder may propose the acquisition and inclusion of privately-owned vacant land located within a 400-meter buffer zone surrounding the designated URP area. Such land may be either contiguous or non-contiguous to the URP boundary. The inclusion of vacant private land aims to expedite the implementation of the Urban Renewal Project by reducing the overall project timeline. The proposed vacant land shall be predominantly utilized for the Rehabilitation Component, with at least 75% of the land area mandatorily allocated for the purpose.
4. For this purpose, the Developer shall submit a comprehensive proposal of rehabilitation to TCDAICL, detailing the location, extent of land, and the proposed monetary consideration towards land acquisition. Upon receipt of the proposal, TCDAICL shall constitute an Evaluation Committee comprising of the Town Planning Officer from the Local or Planning Authority and Govt. agencies/Revenue Department Officer.
5. The Committee shall undertake a detailed land suitability analysis, covering aspects such as the direct and indirect benefits of land integration, applicability of permissible FSI, regulatory feasibility, and the impact of the proposal on TCDAICL's share in the Topline Revenue. Based on the Committee's recommendation and subject to its satisfaction, TCDAICL may approve the

inclusion of such land into the URP in accordance with relevant UDCPR 2020 regulations for such inclusions. The financial responsibility for acquiring the private land shall rest solely with the Developer; however, such investment may be considered for adjustment against TCDAICL's share of revenue. The decision of TCDAICL in this regard shall be final and binding.

6. The land pertaining to the Sale Component of the project shall be conveyed to the Final Society on an ownership basis. The SPV shall ensure that the land title is clear and marketable, and shall execute all necessary deeds, documents, and registrations to effectuate the transfer of title in favour of the Society, in accordance with applicable laws.
7. It is categorically stated and amply clarified that the said land of 52.05 Ha. or part of the said land situated beneath the Unauthorized Rehab Development shall not be conveyed to developer on ownership basis or by way of any other mode which may ultimately result into transfer of ownership of said land in any case. As per Regulation 14.8 of the UDCPR 2020, said land shall be allotted to the Society on a 30 Years Lease (Which is Renewable) by the Local authority, on terms and conditions prescribed by the said Authority.
8. Thane Municipal Corporation (TMC) shall be the Competent Authority for finalizing the Structure Eligibility and Beneficiary Eligibility in accordance with the criteria laid down under Regulation No.14.8 of the Unified Development Control and Promotion Regulations (UDCPR), 2020.
9. It is responsibility of selected SPV to rehabilitate eligible tenant/occupant as follows:
  - i. The TMC will carry out the detailed survey of the all Structures and Beneficiary with the Project Area and the count of structure classified with respect to use, existing carpet area, Authorized / Unauthorized status to the TCDAICL
  - ii. TCDAICL will issue the entitlement statement to SPV for the rehabilitation
  - iii. Allotment of rehabilitation tenements for owners belonging to authorized buildings shall be free of cost and without any consideration for the original area and additional 25% area over and above the eligible area Shall be allowed for the occupants of the authorized buildings, free of Cost.
  - iv. Tenants from unauthorized buildings shall be allotted rehabilitation tenements free of cost, without any monetary consideration, up to a maximum of 30 sq.m.. (RERA carpet area) for residential units and 16.75 sq.m.(RERA carpet area) for commercial units. For any area exceeding the above-mentioned limits, eligible beneficiaries shall be required to pay a proportionate consideration amount for the additional carpet area, as determined by the Authority. This allotment and entitlement shall be in accordance with the provisions of Regulation No. 14.8.5 of the Unified Development Control and Promotion Regulations (UDCPR), 2020.
10. The SPV shall have the autonomy to prepare the Master Plan in accordance with the provisions of Regulation No. 14.8 and other applicable clauses of UDCPR -2020. While preparing the Master Plan,

due consideration shall be given to the Sanctioned Development Plan and the Draft Development Plan of Thane Municipal Corporation. The finalized Master Plan, after obtaining approval from TCDAICL, shall be submitted to the Planning Authority for approval, as stipulated under Regulation No. 14.8 of the UDCPR, 2020.

11. All provisions related to amenity open spaces, recreational grounds (RG), parking requirements, marginal distances, building elevations, and other planning parameters shall be in accordance with Regulation No. 14.8 and other relevant clauses of the UDCPR, 2020.
12. The FSI Permissible for the project is linked to the ratio of rehabilitation area to sale component, and shall include applicable incentive FSI, as per the provisions of Regulation No. 14.8 and relevant clauses of the UDCPR, 2020.
13. The SPV shall commence construction with the rehabilitation component as the first priority. Commencement Certificate (CC) for the sale component shall be granted on a prorated basis, in line with the incentive factor prescribed under Regulation No. 14.8 of UDCPR 2020. Occupancy Certificate (OC) for the sale component shall be issued only after the OC for the rehabilitation component is obtained.
14. The progress of both the Rehabilitation Component and the Sale Component shall be subject to continuous monitoring by TCDAICL. It shall be the binding obligation of the SPV to ensure proportionate and timely progress of both components in accordance with the approved phasing and development plan. In the event TCDAICL observes that the SPV is disproportionately advancing only the Sale Component while failing to demonstrate commensurate progress in the Rehabilitation Component, TCDAICL shall have the right, without prejudice to any other remedies available under this Agreement, to suspend or direct cessation of work related to the Sale Component until satisfactory progress is achieved in the Rehabilitation Component.
15. The SPV shall undertake construction strictly as per the Master Plan approved by the Planning Authority. The ownership of land or land rights shall not be transferred to the SPV at any stage. The SPV shall, however, facilitate the conveyance of relevant portions of the land to the respective end beneficiaries—such as allottees, purchasers, or registered co-operative societies or similar bodies—in a phased manner, aligned with the completion of the corresponding buildings.
16. C&DA shall not be permitted to mortgage land in order to raise finance and create third party interest in the land. TCDAICL shall permit the SPV to mortgage, hypothecate, or create a charge over the development rights derived from the sale FSI under the Project, exclusively for raising funds necessary for its execution and implementation. Such rights shall be strictly limited to the development rights, entitlements, and receivables arising from the sale component of the Project and shall not, under any circumstances, create an encumbrance on the underlying land, which shall remain the property of TCDAICL or the relevant competent authority. The SPV shall create such mortgage or charge only in favour of recognized financial institutions or banks and shall provide



prior written intimation to TCDAICL along with all requisite documentation. Upon compliance with the Agreement terms and in the absence of default, TCDAICL shall issue a No Objection Certificate (NOC), if required by the lender, to enable such mortgage. In the event of a default and initiation of proceedings under the Insolvency and Bankruptcy Code (IBC), it is expressly clarified that the Developer shall not have any right to liquidate, transfer, or dispose of the land, as it is not mortgaged; only the mortgaged development rights related to the sale component may be subject to resolution or enforcement in accordance with applicable law.

**B. Scope of project**

- I. SPV Company shall be responsible for the construction of the rehab component as per the master planning done in coordination with TCDAICL.
- II. The SPV Company shall complete Redevelopment of area of land of the URS project area, comprising of slum and non-slum area, buildings / chawls including development of necessary on-site and off-site infrastructure, including water supply, sewage disposal, treatment and recycling, electricity supply and piped gas infrastructure, arboriculture, landscaping and amenities within a period of 10 ( ten) years from the date of issuance of commencement certificate for the first phase of the Project, and shall be constructed as per the prevailing Unified Development Control & Promotion Regulations (UDCPR). It shall be noted that the SPV Company shall adopt the latest high-rise technology available for speedy and quality construction of the Project. Technologies such as EPS panel with prefab structure, Mivan/S-Form, tunnel form and jump form, precast members, 3 D printing or any other suitable technology shall be used for speedy and quality construction of rehab buildings. In the event of any delay arising from the non-issuance of Further Commencement Certificate (CC) for reasons not attributable to the SPV Company, the project completion timelines shall stand automatically extended accordingly.
- III. Construction Technology shall conform to Indian Standards / National Building Code for parameters such as safety durability, weathering, chemical resistance and acoustic behavior.
- IV. The Project shall be implemented in compliance with the existing provisions of Regulation 14.8 of the UDCPR 2020. Furthermore, any subsequent amendments, modifications, or official interpretations issued by the Competent Authority in respect of the said regulation shall automatically apply to the Project and shall be binding on the SPV, without necessitating any separate approval or entitling the SPV to claim any compensation, unless otherwise expressly stated in the Agreement.
- V. The Rehabilitation and Renewal tenements shall be constructed as per the applicable Unified Development Control & Promotion Regulations (UDCPR) prevailing at the time of construction. The Selected Developer shall assist and actively coordinate for formation of co-operative housing

societies of such tenements. The Rehab tenement shall be as per UDCPR- 14.8 A minimum carpet area shall be 323 sq. ft. for the unauthorized tenement and further the residential occupants belonging to authorized buildings shall be entitled additional 25% of the eligible carpet area. The Detailed about the Rehab Entitlement in Annexures

- VI. Highlights of the Tentative Built-up Area and the Plot area as Below- The Detailed sheet attached in the Annexure to Agreement

Sr. No.	Particulars	Details
1	Total Plot Area	52.05 Ha.
2	Plot Area under Road / Reservations and Water Body	22.94 Ha.
3	Net Plot Area for Development	29.12 Ha.
4	Rehab Built-up Area (Including Ancillary)	Sq. Mt.
5	Sale Built-up Area (Including Ancillary)	6,80,640 Sq. Mt.
6	Total Permissible BUA	27,30,123 Sq. Mt.
7	Total Utilized FSI	6.54

*Above FSI/BUA statement is tentative, the final figures will be based on final master plan along with architectural drawings certified by TMC.*

- VII. SPV Company is free to appoint A class contractor for construction work and carried out the Project management work. Contractor will have to submit necessary reports and status of the project to SPV as per prescribe format and schedule. In such case SPV company responsible for timeline and quality of work.
- VIII. SPV shall study the existing TMC/ Other authority infrastructure like water supply sewerage systems, storm water system, any gas piping, electrical HT, LT, optical fibre line/telephone network system etc. and prepare detailed comprehensive augmentation plan/proposal, structural and service design basis reports etc. before start of construction and shifting of utilities. SPV shall carry out necessary impact assessment study and obtain approval of appropriate authority. The recommendations of appropriate authority regarding the same shall be incorporated and executed accordingly.
- IX. SPV Company shall develop all on-site and off-site trunk infrastructure works such as widening of roads, storm water drains, water supply, sewage disposal, sewage treatment and utilized for secondary use and arboriculture, electricity supply, piped gas, power supply, solar energy and any other services to be provided, as per approved Master Plan. SPV Company shall envisage to develop world class infrastructure and amenities. While developing world class infrastructure and amenities, SPV Company shall with necessary permissions and approvals modernize /upgrade adjoining infrastructure.
- X. In order to recover the expenditure which is to be incurred on the rehabilitation and renewal

component and also in infrastructure and amenities as per the Project requirements, the SPV Company will construct and sell the free sale component buildings/ FSI in accordance with the prevailing UDCPR. Industrial/ Commercial areas shall be clearly demarcated with infrastructure as required for such area. Branding and naming rights for the sale component shall be with the Developer. Any sale/lease of constructed units by the SPV Company will be along with the leasehold rights of the land as per the provisions of the UDCPR 2020.

- XI. SPV shall be responsible for demolition of vacant existing structures after shifting and shall also be responsible for disposal / sale of waste generated as per environmental norms and safety of the adjoining structures. Landowners or any tenants/occupiers will not have any rights over salvage and that will be part of consent terms.
- XII. Until the existing structures are handed over (on date of signing of the Construction cum Development Agreement) to the SPV, the SPV shall have no liability or obligation in respect thereof, including in relation to any maintenance or repairs or any pending bills. However, after signing of the Construction cum Development agreement all shifting from any dilapidated buildings to transit / on rent shall be sole responsibility of SPV at its cost.
- XIII. During the Project implementation, SPV Company shall follow Indian laws, rules and regulations, necessary IS codes, Slum Act, labor laws and shall promote harmonized relations with workers and the habitants in the area.
- XIV. SPV Company shall be responsible towards any cost towards maintenance of the buildings and infrastructure till the end of the Defect Liability Period of 5 years and 10 years for waterproofing works as applicable under various laws, rules and regulations including Real Estate (Regulation & Development) Act, 2016 of Government of Maharashtra (MahaRERA).
- XV. The Defect Liability Period shall be applicable for the satisfactory performance of all built – up components of both Rehabilitation and Renewal Components, Amenities and on-site and off-site infrastructure developed at the Project Site starting from the date of actual completion, up to a period as will be described in Share Holders Agreement.
- XVI. It shall be noted that the Authority/GoM, except to the extent TCDAICL has economic interest in the SPV Company in the form of equity holdings, will neither reimburse towards any loss suffered by the SPV Company nor TCDAICL will demand any additional premium or charges or equivalent from any gains arisen to the SPV Company, due to any change in law/rules & regulations or change in scope of the Project, except as specifically mentioned in the provisions of such law/rules & regulations.
- XVII. Rehabilitation, Renewal, Amenities and infrastructure component shall be completed within 10 years from the date of issuance of the Commencement Certificate for the first phase of the Project

and this 10 Years Period May be extended in the delay due to vacation of premises by the existing tenant

- XVIII. SPV Shall ensure all project-related documents — including but not limited to the Master Plan, Letter of Intent (LOI), Layout Plan, Building Plans, applications for No Objection Certificates (NOCs), Environmental Clearance (EC), and Commencement Certificate (CC) proposals — are first submitted to the SPV for review. Upon examination and endorsement by the SPV, such documents shall be duly forwarded to the respective Competent Authority and/or Planning Authority for obtaining the necessary statutory approvals, in accordance with applicable laws, rules, and regulations.
- XIX. In the event of any delay by the Developer or SPV Company in completing the rehabilitation, renewal, amenities, or infrastructure works within the stipulated project completion period—where such delay is not attributable to Force Majeure or to any act or omission by TCDAICL or any Government Authority—the SPV shall be liable to pay damages to TCDAICL at the rate of - per annum or part thereof. This liability shall be in addition to any damages or penalties imposed by MahaRERA or any court of law, the damages specified under the Draft Construction and Development Agreement (C&DA), and any damages or compensation payable by TCDAICL to third parties arising as a consequence of such delay.
- XX. Performance and fulfilment of all other obligations of the SPV shall be in accordance with the provisions of the Construction-cum-Development Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the SPV as per applicable law.
- XXI. SPV shall be responsible to maintain the quality of materials as indicated in Technical Specifications (Annexure H) in respect of the Rehabilitations Component
- XXII. Upon completion of the buildings, the SPV shall submit a proposal to TCDAICL for the issuance of a No Objection Certificate (NOC) for obtaining the Occupation Certificate. Upon issuance of the NOC by TCDAICL, the SPV shall approach the Planning Authority for the grant of the Occupation Certificate, in accordance with applicable norms and procedures.
- XXIII. SPV shall ensure that the newly constructed units before handover are in a habitable condition and in consonance with plans approved by TMC. TCDAICL shall support by taking necessary timely actions as provided to them under statute. SPV after obtaining the Occupation Certificates, all rehab tenements shall be handed over to TCDAICL for the allotment through lottery or any other mode
- XXIV. The SPV shall pay all applicable taxes, GST, levies, royalties, duties and all other statutory charges, dues, assessments or outgoings payable in respect of the Project, of in respect of the materials, stored therein, which may be levied by any Government Instrumentality. SPV shall pay

all construction related electricity bills, water charges, property tax charges and all other Govt./Local body charges, on and from the date of hand over of site till obtaining Occupation Certificate.

XXV. The SPV shall be solely responsible for bearing all charges and statutory payments related to the Project, including but not limited to Development Charges, Ancillary Premiums, Labour Cess, Scrutiny Fees, Fire Department Charges, and all applicable fees for obtaining No Objection Certificates (NOCs) from relevant authorities, as required for the approval and execution of the Project in accordance with applicable laws and regulations. SPV shall ensure that the respective entity owning the utilities on, under or above the site are kept in continuous satisfactory use, and if necessary, suitable temporary or permanent diversions shall be provided with consent of the authority owning such utilities. TCDACL with TMC shall, upon written request from SPV, initiate and undertake the proceeding for acquisition of any right of way necessary for such diversion, at the cost of SPV. The SPV shall bear all cost and charges for any special or temporary right of way required by it in connection with access to site. The SPV shall obtain at its cost such facilities on or outside the site as may be required by it for the purpose of the Project and performance of its obligation under this Agreement.

XXVI. The SPV shall provide temporary Site office for TCDACL and for their Engineers/PMC with area, amenities, furniture and software and hardware etc. and other necessary site infrastructure / transport infrastructure as finalized by TCDACL.

XXVII. SPV shall indemnify TCDACL, TCDACL, TMC officials and PMC towards all claims, charges and suits or criminal cases arising out of the entire development.

C. Assistance/ Facilitation by TCDACL

- I. TCDACL will finalize the eligibility of the tenants/occupiers as per the reg. no. 14.8 of UDCPR 2020
- II. Support in getting all necessary approvals and permissions from local authorities, forest department etc.
- III. To declare the URS Area under regulation 14.8 of UDCPR wherever necessary.
- IV. To co-ordinate for disposal of any appeal on the issue of eligibility filed with the Appellate Authority.
- V. To decide applications of various permissions of layout & building plans for Rehab/Renewal/Amenity and Sale area as per M.R. & T.P. Act.
- VI. To provide the developer unencumbered land free of inhabitants for development.
- VII. To give the development rights of the Project Area to the SPV Company and to facilitate acquisition of private lands on as-is-where-is basis.

- VIII. To facilitate and assist the SPV Company in getting necessary approvals from TMC, High-rise Committee, BEST, TATA Power, Police Department, Civil Aviation, Railways, MoEF & CC, Maharashtra Coastal Zone Management Authority (MCZMA), etc. under Single Window Approval.
- IX. To ensure that after issuance of the Occupation Certificate of various rehab, renewal & amenity buildings, the same are occupied by those who are eligible or are handed over to the concerned Authorities.
- X. To facilitate execution of land lease agreements as per prevailing rules and regulations TCDAICL would bear all the legal charges such as permission and approvals required for the project.
- XI. TCDAICL would provide the SPV with development rights to utilize the area over and above the area utilized for Rehabilitation Component units to construct the Sale Component units of built-up area as permissible under regulation 14.8 of UD CPR 2020. TCDAICL shall also provide the developer the right to sell/Transfer /Lease these housing units in the market.
- XII. Timelines for completion of facilitation as above will be mutually agreed between TCDAICL and SPV. However, there will not be any financial obligation on TCDAICL due to any delay beyond the control of TCDAICL. It shall be noted that the final responsibility of completion of Project shall be on the SPV.
- XIII. Overall, for all the above activities TCDAICL will coordinate and facilitate. However, 100% responsibility lies with developer (C&DA) to perform all these activities.

## 1.2 Project Scheduled Completion Date

- I. The SPV will have freedom as to how and in what phases to undertake the entire Project. The Total Duration of Project is 10 years i.e. plan to execute in phases. However, it will be mandatory for the SPV to obtain the Occupation Certificate for all rehabilitation buildings within 72 months from the effective date of execution of Construction cum Development Agreement. Within 36 months from the date of issuance of first Commencement Certificate, rehabilitation building in the phase -I should be complete. Timelines of phasing of Rehabilitation Component shall be approved by TCDAICL / Planning Authority and such approved final phasing shall be strictly adhered to by the SPV.
- II. As the SPV's obligations to complete the Project within time period mentioned depends on various events of Force Majeure, facilitation to be provided by TCDAICL and also approvals and permissions from various authorities, in case of delay in achieving the Scheduled Completion Date due to any such eventuality, will result in extension of Scheduled Completion Date without any liability on the SPV. Communication by SPV to TCDAICL through Monthly Progress Report showcasing the reason of delay shall be sufficient cause to extend the Scheduled Completion Date and the SPV will not be held or deemed to be in breach or default of the Construction-cum-

Development Agreement. Such delay caused due to events of Force Majeure, delay in facilitation to be provided by TCDAICL and delay in approvals and permissions from various authorities, will not be cause for Termination of the Project.

- III. The SPV shall submit to TCDAICL the Project timelines, milestones and Master Plan of the Project site, which may be amended from time to time with the approval of TCDAICL and TMC.
- IV. There will not be time period obligation on SPV for completion of SPV Share and the development of the SPV Premises. The SPV shall be entitled to undertake the same in phases, and in such time periods, as it deems fit from time to time.
- V. If the C&DA fails to complete any part of the Works, fulfill key project milestones, or deliver any component of the Project within the time specified in this Agreement or within any extended period granted in writing by TCDAICL, the Developer shall be liable to pay Liquidated Damages (LD) to TCDAICL. Such Liquidated Damages shall be levied at a rate of 0.05% (zero-point zero five percent) of the Total Project Cost or Value of the Delayed Work, per day of delay, subject to a maximum of 10% (ten percent) of the relevant cost component.

The imposition of LD shall be without prejudice to the right of TCDAICL to:

- (i) terminate the Agreement under the applicable termination clause;
  - (ii) invoke the Performance Security; and/or
  - (iii) initiate any other remedy available under this Agreement or applicable law.
- VI. Payment of Liquidated Damages shall not relieve the Developer from its obligations to complete the Works or from any other responsibilities and liabilities under the Agreement in addition to:
    - a. Damages as prescribed by MahaRERA/ any court of law
    - b. Damages as prescribed in the Draft C and D A agreement
    - c. Damages payable by TCDAICL to any third party

However, no damages shall be payable by SPV, in case such delay in Project completion was due to Force Majeure events or due to any judicial orders. The acceptance of both the Parties of the Force Majeure event and the start and end time, shall be sufficient for extension in the completion date

- VII. Specific Performance: Either Party shall be entitled to call upon and cause the other party to specifically perform its obligations, duties and liabilities under the Construction-cum-Development Agreement.

### 1.3 Repairs of any Defect under DLP Period

- I. The SPV shall at its cost and risk, in accordance with the requirements set forth in Schedule 1 carry out the rectification of defects of Rehabilitation Component including that of landowners,

TCDACL Premises, including infrastructure and amenities. SPV shall not be responsible for defects due to (a) acts of God and /or Force Majeure and (b) alteration/additions/damages caused by any owner/occupants/ society.

- II. The SPV shall undertake the repair of the defects of the Project/Project Assets/ Project Facilities in terms of Schedule 1, for such types of defects which are as applicable under MahaRERA, at its cost either by itself, or through appointment of contractors, sub-contractors or agents.
- III. It is agreed by both the Parties that until the existing structures are handed over (on date of signing of the Development Agreement) to the SPV, the SPV shall have no liability or obligation in respect thereof, including in relation to any maintenance or repairs or any pending bills. However, after signing of the Development agreement all the structural repairs and shifting from any dilapidated buildings to transit / on rent shall be sole responsibility of SPV at its cost.
- IV. TCDACL may, if necessary, shall have right to inspect any Premises during the respective DLP periods, with prior intimation to the SPV. It shall make a report of such inspection stating in reasonable detail of any defects or deficiencies, and send a copy thereof to the SPV within seven days of such inspection.

#### 1.4 Health and Safety Measures

- I. The SPV shall appoint a safety and accident prevention officer in the relevant areas of the Project site that are under construction, who shall be responsible for maintaining safety and protection against accidents. This person shall be suitably qualified and be granted authority to issue instructions and take protective measures to prevent accidents.
- II. The SPV shall maintain records and issue periodic reports concerning health, safety and welfare of persons, and damage to property and shall make it available as and when asked by the Authority.
- III. The SPV shall at all times take all reasonable precautions to maintain the health and safety of personnel on the site. In collaboration with local health authorities, the SPV shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Project site.

#### 1.5 Default during DLP Period

In the event that the SPV fails to rectify any defects or deficiencies in the TCDACL Share, Rehabilitation Component, or any works pertaining to Reservations, Amenities, or Infrastructure executed under this Agreement during the Defect Liability Period (DLP), and further fails to commence the necessary remedial works within seven (7) days from the receipt of an Inspection Report or written notice issued by the Authority or any other competent authority, the Authority shall, without prejudice to its other rights under this Agreement (including termination), be entitled to carry out the required remedial



works at the risk and cost of the SPV.

The cost incurred by the Authority for undertaking such remedial measures shall be recovered from the Performance Bank Guarantee (PBG) submitted by the SPV. Additionally, the SPV shall be liable to reimburse an amount equivalent to fifteen percent (15%) of the said cost as administrative charges.

In the event the Performance Bank Guarantee is insufficient to cover the total cost and administrative charges, the SPV shall remain liable to pay the balance amount. Failure to make such payment shall be deemed a material breach, entitling the Authority to initiate termination proceedings in accordance with Clause 10 of this Agreement.

#### 1.6 Monthly progress reports

During the Construction Period, the SPV shall, no later than 7 (seven) days after the close of each month, furnish to the Authority, a monthly report on progress of the Construction Works and shall promptly give such other relevant information as may be required by the Authority.

The C&DA and TCDAICL /Committee shall meet at least once a quarter to discuss progress as shared in the monthly progress reports as shared by SPV.

#### 1.7 Inspection

During the Construction Period, the SPV shall inspect the Rehabilitation component, Reservation Amenities and Infra Works, considering the monthly progress reports submitted by the SPV and make a report of such inspection ("Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Project completion schedule, scope of the Project, specifications and standards, applicable laws and the approvals. If required TCDAICL shall notify SPV to rectify and remedy the defects or deficiencies, if any, identified in the Inspection Report and the SPV, within reasonable time from of receipt of such notification from TCDAICL. SPV shall rectify and remedy the defects or deficiencies, if any. Such inspection or submission or inspection Report by the TCDAICL shall not relieve or absolve the SPV of the obligations and liabilities under the Construction-cum-Development Agreement in any manner whatsoever.

## ARTICLE 2: GRANT OF DEVELOPMENT RIGHT AND EFFECTIVE DATE

### 2.1 Grant of Development Right

1. The Authority, in accordance with this Construction-cum-Development Agreement, hereby grants development rights in respect of the C&DA Share coupled with the right and entitlement to utilize the same in the development and construction and disposal of the C&DA Premises including any rights generated of such development, in the same proportion to such portion of Rehabilitation

Component of which has been sanctioned / approved or construction commenced in a phase wise manner and as per the Regulation 14.8 of UDCPR 2020

2. Subject to and in accordance with the provisions of this Construction-cum-Development Agreement, the right of development hereby granted shall oblige or entitle (as the case may be) the C&DA to the following:

- a) Right of way and access to the Project site for the purposes of and to the extent conferred by the provisions of this Construction-cum-Development Agreement, for the purpose of undertaking the Project. The right of way and right to the Project granted to the C&DA hereunder shall always be subject to the right of access of TCDAICL and the TCDAICL appointed personnel and their employees for inspection, viewing and exercise of their rights and performance of their obligations under the Construction-cum-Development Agreement.
- b) Enter into sub-contracts for the purposes of the Project
- c) Apply for and obtain all applicable permits required for the Project, including plans for construction of building/s and other structure/s thereon for such uses and purposes as described herein;
- d) Hold and enjoy all the rights, privileges and benefits in accordance with the provisions of this Construction-cum-Development Agreement, applicable laws and applicable permits/approvals and subject to receipt of approval and authorization in accordance with the terms hereof, and for that purpose to remove, use or demolish any structures with prior approval from Authority that may be existing on the Project site for the carrying out the scope of work in terms of this Agreement;
- e) Secure utilities and services of any service provider as it may deem fit for the Project site such as water, electricity, gas, internet / broadband connection, etc. which may be available or have right to supply to the Project site.
- f) Proceed with the development of the Project at its own account and at its own risk, costs and expenses and SPV shall be solely responsible and liable to all the Governmental Authorities/ sub-contractors/ occupants/ Users/ Purchasers of the Project;
- g) Subject to the provisions of this Construction-cum-Development Agreement, market and sell SPV Premises to any third party(ies) (the "Users" or "Purchaser");
- h) Subject to the provisions of this Construction-cum-Development Agreement, demand, collect and appropriate to itself all revenues/charges from the Users/ Purchasers, who have purchased unit(s)/space(s) for residential and non-residential purposes in the SPV Premises as per the provisions of the MahaRERA.
- i) Bear and pay all costs, expenses and charges in connection with or incidental to the

performance of the obligations of the SPV

- j) Not to use the Project site for any purpose other than the purposes of the Project and purposes incidental thereto;
- k) Perform and fulfil all of the obligations under and in accordance with this Construction- cum- Development Agreement.

2.2 For the avoidance of any doubt, it is clarified that:

1. On execution of the Construction-cum-Development Agreement, granted development rights in respect of the C&DA Share coupled with the right and entitlement to utilize the same in the development and construction and disposal of the C&DA Premises including any rights generated of such development, in the same proportion to such portion of Rehabilitation Component of which has been sanctioned / approved or construction commenced in a phase wise manner and as per the Regulation 14.8 of UDCPR 2020
2. Land or land ownership rights will not be parted with the SPV/C&DA Thane Municipal Corporation shall convey the leasehold rights in respect of parts of the land to the respective holders, purchasers and owners thereof including registered co-operative societies or similar such bodies, SPV or organizations formed by SPV/ C&DA nominated agencies, in a phased manner concurrent to the completion of such buildings and such lease period shall be for a period as per the mentioned in the Reg. no. 14.8 of UDCPR 2020 and relevant policies
3. The Occupation Certificate of such C&DA Premises will be only issued in proportionate basis after obtaining proportionate occupation certificate for Rehabilitation Component. C&DA will be the only entity recognized by the TCDAICL and Thane Municipal Corporation for giving Occupation Certificate.
4. C&DA shall not be permitted to mortgage land in order to raise finance and create third party interest in the land.

2.3 The Commencement Certificate for C&DA Premises

1. CC will be issued by TMC in pre-determined phases for each Block/Sectoral development. The grant of permission for construction of C&DA Premises shall be in proportion to the Commencement Certificate issued for Rehabilitation Component.
2. TCDAICL shall provide mortgage rights on the C&DA Share and SPV
3. Premises on phase wise development basis, once development of a Block/Sector is identified by SPV, TCDAICL will issue an NOC as per Annexure of this Agreement for mortgaging C&DA Share and SPV Premises, and monitor the same going forward.
4. Once first Commencement Certificate is issued, TCDAICL shall permit sale rights and the SPV will be able to take deposits, advances, stage wise income from bookings as per MahaRERA for residential

C&DA Premises or as agreed by SPV with the purchasers of the commercial SPV Premises. Accordingly, issuance of first Commencement Certificate for building(s) will be deemed to be the approval by Thane Municipal Corporation to SPV for sale rights as per the provisions of MahaRERA for residential C&DA Premises or as agreed between the buyers and the SPV for commercial C&DA Premises.

5. All the other agreements including O&M Contracts, EPC Contracts, licence agreement, franchise agreement, etc. entered into by the SPV with any third party, shall not conflict with the Construction- cum-Development Agreement, RFQ cum RFP document, and Technical Specifications. It is clarified here that no liability in respect of such agreements shall fall on the Authority in the event of early termination of this Agreement or even otherwise.

## 2.4 TCDAICL Share

1. **Financial Bid:** The Selected Bidder / SPV agreed for following as the TCDAICL Share from the Topline Revenue generated from the revenue generates from the sale of build-up area/FSI including consideration received from purchasers towards the sale units, other amount collected from preferential location charges, floor rise, amounts from sale of parking (if permissible), any amount towards common amenities, development infrastructure charges except for the Pass Through Charges or not including any other income accruing to C&DA.

Sr. No.	Particulars	Topline Revenue as per cashflow (Rs.)	Topline revenue percentage share offered to TCDAICL (%)	Amount of topline revenue share to TCDAICL (Rs.)
(1)	Topline revenue amount/details as per the cash flow attached in RFQ cum Proposal vide clause No.5.1.	( in figures and words)	( in figures and words)	( in figures and words)

**Note:**

1. Minimum guaranteed return shall be more than Rs.3500 Cr. As specified in Para 5.1. of the bid document.
  2. Topline revenue shall be as per cashflow & TEV prepared by C&DA and quote the financial bid accordingly.
  3. The top-line share is to be transferred to TCDAICL as per the schedule given in the Para 5.1 of the bid document.
- The top-line share is to be transferred to TCDAICL as per Schedule given below:

- e) 10% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within one month from the date of work order.
- f) 30% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within one year from the date of work order.
- g) 30% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within two years from the date of work order.
- h) 30% of the total amount of Topline cashflow as per the submission and percentage as accepted by TCDAICL within three years from the date of work order.

In case of Delay of payment as per the above schedule, the extension for making payment maybe granted by TCDAICL on written request from the developer with interest at the rate of 18% per annum on the delayed payment.

The extension for the delayed payment with interest will be granted maximum for 90 days from the scheduled date. No extension whatsoever will be granted after extended period of 90 days.

**After that, incase of default in making scheduled payment along with interest then stop work notice for free sale component will be issued and the work of free sale will be stopped with immediate effect.**

2. In case there is any modification in the Rehabilitation including then proportionate sale area will increase. In case there is any modification in the FSI applicable to the site subsequent to the tender submission, then any such modifications shall be such that the ratio of total of Rehabilitation Component plus TCDAICL Share to Selected Bidder Share shall remain the same.
3. Construction quality and specifications, including amenities and infrastructure of the Bid Criteria Share shall be same as of Sale Component. The Bid Criteria Share shall be of Topline revenue share from build-up area/FSI including consideration received from purchasers towards the sale units, other amount collected from preferential location charges, floor rise, amounts from sale of parking (if permissible), any amount towards common amenities, development infrastructure charges except for the Pass-Through Charges or not including any other income accruing to C&DA.
4. The SPV shall construct the SPV Share to the extent of the Commencement Certificate has been issued, for the development and construction of the SPV Premises as per the terms of the Construction-cum-Development Agreement. SPV shall have rights to sell, retain the ownership of, or to alienate, dispose of, transfer, encumber and sell, in any manner howsoever, once the first Commencement Certificate is issued for a building, of the SPV Premises including by way of allotment and sale of such units in such SPV Premises as per the provisions of the MahaRera for residential Premises and as per the mutual agreement between the purchaser and SPV for commercial Premises.
5. The SPV shall have the right to sell, transfer, or lease the premises constructed under the Sale Component of the Project. In the event the SPV leases any portion of the Sale Component, TCDAICL shall carry out a valuation of the leased premises based on prevailing market rates and assess the

expected revenue generation. The selected bidder shall be required to deposit TCDAICL's agreed share of such revenue, as per the terms of the Agreement. A similar process shall be followed for the balance portion of the Sale Component upon receipt of the final Occupation Certificate.

## 2.5 Conditions Precedent before Agreement becomes Effective:

Agreement shall become effective on fulfilment of following Conditions Precedent by the TCDAICL and the C&DA for the Project.

### **1. Conditions Precedent to be satisfied by the SPV**

The SPV/C&DA shall ensure the signing of the Shareholders' Agreement between the Special Purpose Vehicle (SPV) and TCDAICL within 90 (ninety) days from the date of issuance of the Letter of Acceptance (LoA).

The SPV, shall prepare and submit a Comprehensive Master Plan for Phase I of the project within 90 (ninety) days from the date of LoA. This plan shall include zoning, layout, phasing strategy, and basic infrastructure alignment, subject to approval by TCDAICL.

The SPV shall commence on-ground execution and construction activities within 105 (one hundred and five) days from the date of LoA, upon fulfilment of the above two conditions and receipt of necessary clearances.

### **2. Conditions Precedent to be satisfied by the TCDAICL**

1. The SPV may, upon executing the Construction-cum-Development Agreement, by notice require TCDAICL, to satisfy its Conditions Precedent, within the time periods prescribed below:
  - a. Provide right of way to the Project site;
  - b. Assist/ Facilitate such parcels/portions of Project land as identified by the SPV whereupon the SPV intends to initiate first phase of construction and development of the Project on "as is where is" basis.
2. The respective rights and obligations of the SPV and TCDAICL under this Agreement shall be subject to the satisfaction of the condition's precedent by both the Parties ("Conditions Precedent"). However, a Party may grant waiver of any Conditions Precedent to be satisfied by the other Party, and to the extent of such waiver, such waived Conditions Precedent shall be deemed to be fulfilled.
3. Each Party shall make all reasonable endeavors to satisfy their Conditions Precedent within the time stipulated thereof, and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
4. In order to monitor progress and fulfilment of aforesaid condition precedents, the SPV and TCDAICL shall conduct monthly meetings. A Party shall promptly inform the other Party when the Conditions

Precedent for which it is responsible has been satisfied.

If: (i) the SPV does not procure fulfilment or waiver of any or all of the Conditions Precedent by the expiry of one hundred five days from the last date that the same were to be satisfied, and (ii) the delay has not occurred as a result of failure by TCDAICL to fulfill its obligations under the Construction-cum-Development Agreement, nor by virtue of a breach by TCDAICL of the Construction-cum-Development Agreement, nor due to Force majeure nor due to circumstances beyond the control of the SPV, then SPV shall be liable to pay to TCDAICL, as damages an amount calculated 2 Cr. Per Annum ; provided that in the event of delay by TCDAICL in procuring fulfilment of its Conditions Precedent having a direct impact on the fulfilment of any the Conditions Precedent to be fulfilled by the SPV, no damages shall be due or payable by the SPV until the date on which TCDAICL shall have procured fulfilment of the Conditions Precedent.

5. If TCDAICL does not procure fulfilment of the Conditions Precedent mentioned under Article 2 of 2.5 within expiry of one hundred five days from the date of signing of this Agreement, then the SPV shall have right to Terminate this Agreement as per Article 10 and such delay by TCDAICL in procuring fulfilment of its Conditions Precedent shall be considered as TCDAICL Event of Default.

Agreement will become effective ("Effective Date") on the date both the Parties satisfy the Conditions Precedent as above

### ARTICLE 3. EQUITY LOCK IN OBLIGATIONS OF THE SELECTED BIDDER

The ownership and Control of the Selected Bidder in the Special Purpose Vehicle Company (C&DA) shall at all times remain with the Selected Bidder and shall not change, from the commencement of the date of execution of the Construction-cum-Development Agreement until the completion of Defect Liability Period. However, during the Lock-in Period the Selected Bidder shall be entitled to effect a permitted change in control. The term "permitted change in control" means a transfer of shareholding or economic interest in the C&DA SPV Company, such that the present holding of the promoters of the Selected Bidder remains more than 26% throughout the completion of Defect Liability Period. However, such transfer to any companies under the Selected Bidder's management and control, that is, any group, affiliate of the Selected Bidder shall be freely allowed.

The term "permitted change in control" shall also include:

- i. a public listing,
- ii. a private equity arrangement where the Selected Bidder's current shareholders continue in management control substantially, and
- iii. the Selected Bidder's right to deal with and transfer any C&DA Share and C&DA Premises to any other third parties, including another developer or service provider, subject to the terms of the

Construction-cum Development Agreement.

The Bidder further acknowledges and agrees that a breach under the above clause shall, notwithstanding anything to the contrary contained in this Agreement, be deemed to be a breach of the Construction-cum-Development Agreement and would be treated as the CD&A's Event of Default and will be dealt accordingly.

## ARTICLE 4. REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties of Authority

Authority hereby represents and warrants to the C&DA that, as of the Effective Date:

- a) it has full power and authority to execute, deliver and perform its obligations under the Construction- cum-Development Agreement pursuant to the and other approvals, to carry out the transactions contemplated herein and that it has taken all actions necessary to execute the Construction-cum- Development Agreement, exercise its rights and perform its obligations thereunder;
- b) the Construction-cum-Development Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms thereof.
- c) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on TCDAICL ability to perform its obligations under the Construction-cum-Development Agreement;
- d) it has complied with applicable laws in all material respects; and
- e) it has good and valid rights for development and has power and authority to further grant the development rights to the C&DA/ SPV as envisaged under the Construction-cum-Development Agreement.
- f) it is duly organized and validly existing under the laws of India and has been in continuous existence since its constitution; and
- g) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Construction-cum-Development Agreement.

### 4.2 Representation and Warranties of the C&DA/SPV

The C&DA/SPV hereby represents and warrants to Authority that as on the Effective Date:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations and to carry out the transaction contemplated by the Construction-cum-Development Agreement;



- b) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of the Construction-cum-Development Agreement and to validly exercise its rights and perform its obligations under the Construction-cum-Development Agreement;
- c) it has the financial standing and capacity to undertake the Project in accordance with the terms of the Construction-cum-Development Agreement;
- d) its obligations under the Construction-cum-Development Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms therein;
- e) it is subject to the applicable laws as relevant for this Project;
- f) the information furnished in the bid by it, and as updated on or before the date of the Construction-cum-Development Agreement is true and accurate in all respects as on the date of the Construction-cum-Development Agreement.
- g) the execution delivery and performance of the Construction-cum-Development Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or of any member(s) of the selected bidder, or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) there are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of the Construction-cum-Development Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under the Construction-cum-Development Agreement;
- i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under the Construction-cum-Development Agreement and no fact or circumstance exists which may give rise to such proceedings that would result in the material adverse effect on the performance of its obligations under the Construction -cum- Development Agreement;
- j) it has not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which affects its ability to undertake the Project;
- k) it has not been convicted by any Court of Law in respect of the matters relating to the security and integrity of India;
- l) it has complied with applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under the

Construction-cum-Development Agreement;

- m) it shall not undertake or permit any change in its ownership that is beyond, or contrary to the “permitted change in control”;
- n) it has the financial standing and resources to fund the required equity and/or to raise the debt necessary for undertaking and implementing the Project in accordance with the Construction- cum-Development Agreement;
- o) it is duly organized and validly existing entity under the laws of the jurisdiction of its incorporation or registration, and has requested TCDAICL to enter into the Construction-cum Development Agreement, pursuant to the Letter of Acceptance (LOA), and has agreed to and unconditionally accepted the terms and conditions set forth therein.
- p) no representation or warranty by it contained herein or in any other document furnished by it to TCDAICL or to any Government Instrumentality in relation to approvals contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- q) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into the Construction-cum-Development Agreement or for influencing or attempting to influence any officer or employee of the Authority or any Government Instrumentality, in connection herewith or during the bid process;
- r) all information provided by the Selected Bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- s) all undertaking and obligations of the C&DA arising from the Request for Proposal or otherwise shall be binding on the C&DA as if they form part of the Construction-cum-Development Agreement

#### 4.3 Disclosure

In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of (i) remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or (ii) adversely affecting or release any obligation of either Party under this Construction-cum-Development Agreement

## ARTICLE 5. DISCLAIMER

### 5. 1. General

1. The Selected Bidder acknowledges that prior to the execution of this Agreement, the Selected Bidder has, after a complete and careful examination, made an independent evaluation of the Request for

Qualification-cum- Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the C&DA confirms that it shall have no claim whatsoever against the Authority in this regard. The C&DA acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 5.1 (1) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the C&DA and Selected Bidder

\_\_\_\_\_ ( Company) or any person claiming through or under any of them.

2. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in this Agreement, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Article shall not prejudice the disclaimer of the Authority contained in Article 5.1.(1 )and shall not in any manner shift to the Authority any risks assumed by the SPV pursuant to this Agreement.
3. Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the SPV and the Authority shall not be liable in any manner for such risks or the consequences thereof.
4. The SPV is required to obtain approvals from Thane Municipal Corporation and/or any other authorities as may be applicable, before the commencement of infrastructure work under this Agreement

## 5. 2. Document Review

### 1. Liability for review of Documents and Drawings

Except to the extent expressly provided under the Construction-cum-Development Agreement.

- a. no review, comment or approved by TCDAICL/Thane Municipal Corporation of any project agreement, document or drawings submitted by the C&DA/SPV nor any observation or inspections of the development, of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the C&DA /SPV from its obligations, duties and liabilities under the Construction-cum-Development Agreement, applicable laws and applicable permits; and
- b. TCDAICL shall not be liable to the C&DA/SPV by reason of any review comment, approval, observation or inspection referred to in Sub Clause (a) above

## ARTICLE 6. Performance Security

### 6.1 Performance Security

The C&DA shall, for the due performance of its obligations under this Agreement provide to TCDAICL, before signing the Construction-cum-Development Agreement, an unconditional and irrevocable Performance Security of INR 202 Crore (Rupees Two Hundred & Two Crore only).

1. partly in the form of a Bank Guarantee from a Nationalized Bank and partly through Online Payment / RTGS, as per Construction-cum- Development Agreement as security towards C&DA obligation for completion of construction of Rehabilitation Component including for landowners, infrastructure and Reservation Amenities. The Performance Security can be in the form of a single bank guarantee or bank guarantees from multiple banks. The Performance Security shall be paid in following stages:
  - a) Rs. 102 Crore (One Hundred Two Crore) After issuance of the Letter of Acceptance in the form of a Bank Guarantee from a Nationalized Bank / Scheduled Commercial Bank. This part of the Performance Security shall remain valid till the completion of Defect Liability Period and will be returned proportionately in stages as and when a phase/sub-phase for which Defect Liability Period is completed.
  - b) Balance Rs. 100 crores (One Hundred Crore) will be pay by selected bidder after issuance of Letter of intent to the Detailed Plan of Projects through online payment gateway / RTGS. The phase wise Performance Security will be returned on obtaining Occupation Certificate of that phase/sub- phase.
2. If the C&DA is in breach of the Construction-cum-Development Agreement, the Performance Security will not be released.
3. In case the Performance Security is not kept valid as per this agreement, the damages to the extent of 0.5% per day of the Performance security for the period for which such Performance Security has not been kept valid shall be payable by the C&DA. In case the Performance Security is not renewed for a continuous period of more than 60 days, then TCDAICL shall have right to terminate the C&DA Agreement considering the same as the default of the C&DA/SPV.
4. Upon occurrence of a C&DA/SPV Event of Default or failure to meet any Condition Precedent, save and except on account of Force Majeure, and/or failure of default on the part of facilitation to be provide by TCDAICL in performing its obligations and/or delay in case of delay in approval permissions by any authority (not due to fault of C&DA), TCDAICL shall, without prejudice to its other rights and remedies hereunder or in applicable law, be entitled to encash and appropriate from the Performance Security or any part thereof, the amounts due to it, for and in respect of such C&DA's default, f or for failure to meet any Conditions Precedent. Upon such encashment and appropriation from the Bid Security or the Performance Security, as applicable, the C&DA shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, the deficient amount of

the Performance Security by bank guarantee, and in case of appropriation of the entire Bid Security or Performance Security, provide a fresh Performance Security within 60 (sixty) days failing which TCDAICL shall be entitled to terminate the Construction-cum- Development Agreement. Upon such replenishment or furnishing of a fresh Performance Security, the C&DA shall be entitled to an additional cure period of 60 (sixty) days for remedying the C&DA's default or satisfying any Condition Precedent, and in the event of the C&DA not curing its default or meeting such Condition Precedent within such cure period. TCDAICL shall be entitled to encash and appropriate such Performance Security as damages, and to terminate the Construction-cum-Development Agreement.

5. Notwithstanding anything to the contrary stated above, the entitlement of TCDAICL to terminate the Construction-cum-Development Agreement under hereinabove, shall be exercised only after TCDAICL addresses a notice in writing to the C&DA/SPV , notifying it of the breach and default and provides to the C&DA a thirty (30) days period therein to remedy and rectify its breaches and defaults. Thereupon, if the C&DA/SPV fails or neglects to remedy and rectify the aforesaid breaches and defaults by the expiry of the aforesaid notice period of thirty (30) days, shall TCDAICL be entitled to address a termination notice to the TCDAICL. In addition, and without prejudice, to the above, on the date of such termination, the rights of the C&DA/SPV and the Termination Payment shall be as per the Article – 10 of this Agreement.

## ARTICLE 7. INDEMNIFICATION

### 7.1. Liability in respect of the Project

Subject to the provisions of this Agreement, the C&DA/SPV shall be solely responsible for the design, finance, construction, development, operation and management of the Project during the Term of this Agreement and shall have the overall responsibility and liability with respect to the Project and all Project Assets and Project Facilities located upon the Site. In no event shall Authority have any liability or be subject to any claim for the Damages arising out of the design, development, financing, construction, development, operation, or repairs of any defects of the Project and the Project Assets and Project Facilities located upon the Site.

### 7.2. General Indemnity

The C&DA shall indemnify, defend save and hold harmless TCDAICL and its officers, servants, agents, Government Instrumentalities and TCDAICL owned and/or controlled entities/enterprises. ("Government Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the C&DA of any of its obligations under the Construction-cum-Development Agreement or any related agreement or on account of any defect or deficiency in the performance of the obligations by the C&DA or from any negligence of the C&DA under contract or tort, or on the ground of fraud or negligence, or on any other ground whatsoever, except to the extent

that any such suits, proceedings, actions, demands and claims have arisen due to any willful negligent act or omission or breach or default of the Construction-cum-Development Agreement on the part of the Government Indemnified persons. TCDAICL shall indemnify, defend save and hold harmless the C&DA against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of TCDAICL in the land comprised in the site, and/or (b) breach by TCDAICL of any of its obligations under the Construction- cum-Development Agreement, which adversely affect the performance by the C&DA of its obligations under the Construction-cum-Development Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any its obligations under any provision of the Construction-cum-Development Agreement, or any related agreement and/or breach of its statutory duty on the part of the C&DA its subsidiaries, affiliates, contractors, servants or agents, C&DA shall be solely responsible for the same

### 7.3. Indemnity by the C&DA/SPV:

The C&DA shall fully indemnify, hold harmless and defend TCDAICL from and against any and all loss and/or damages arising out of or with respect to: (a) failure of the C&DA to comply with applicable laws and applicable permits; (b) payment of taxes required to be made by the C&DA in respect of the income or other Taxes of the C&DA's contractors, suppliers and representatives; of (c) non-payment of amounts due as a result of materials or services furnished to the C&DA or any of its contractors which are payable by the C&DA or any of its contractors. The C&DA shall fully indemnify, hold harmless and defend from and against any and all suits, proceedings, actions, claims, demands , liabilities and damages which may hereafter suffer or pay by reason of any demands, claims suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the C&DA or by the C&DA's contractors in performing the C&DA's obligations or in any way incorporated in or related to the project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the C&DA shall make every reasonable effort by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

If, in any such suit, action, claim or proceedings, the project or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the C&DA shall promptly make every reasonable effort to secure for TCDAICL a license, at no cost to TCDAICL, authorizing continued use of the infringing work. If the C&DA is unable to secure such license within the prescribed time, the C&DA shall, at its own expense, and without impairing specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

In the event that either party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity ("Indemnified Party") it shall notify the other party ("Indemnified Party") within 15 (fifteen) days of receipt of the claim demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

The Indemnified Party has the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice in the name of the Indemnified Party, if so required, provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying party provides such security to the indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled. If the Indemnifying Party has exercised its rights under the Construction-cum- Development Agreement, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed). If the Indemnifying Party exercises its rights under the Construction-cum-Development Agreement, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless (a) the employment of counsel by such Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or (d) the Indemnified Party shall have reasonably concluded

and specifically notified the Indemnifying Party either : (i) then there may be specific defence available to it which are different from or additional to those available to the Indemnifying Party, or, (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of the Construction- cum-Development Agreement.

Notwithstanding anything to the contrary contained in this Construction-cum-Development Agreement, the C&DA shall indemnify and hold harmless Authority, from and against all claims, demands made against and/ or loss caused and/ or the Damages suffered and / or cost, charges / expenses incurred or put to and / or penalty levied and / or any claim pursuant to the non-performance by the C&DA of any of its obligations under this Construction-cum-Development Agreement including but not limited to the obligation pertaining to the timely completion of the Project and delivery of the Rehabilitation Component including Reservation Amenities and Infrastructure and any other construction/ services forming part of the Project.

## ARTICLE 8. INSURANCE

### 8.1. Insurance during the Project Period

1. The C&DA shall affect and maintain at its own cost, during the terms, such insurance for such maximum sums as may be required under the financing agreements and applicable laws. The C&DA shall procure that in each insurance policy, TCDAICL shall be a co-assured and that the insurer shall pay the proceeds of insurance. The level of insurance to be maintained by the C&DA shall be related to the extent of Works currently under execution.
2. The insurance shall include:
3. All risk insurance (Contractor's All Risk) as required for the development of the parts/portions/phases under execution of the Project;
4. Workmen's compensation insurance; and
5. Standard Fire and Special Perils Policy
6. C&DA in its discretion shall take any other insurance policy that it deems necessary to protect its interest, exposure and risk to this Project.

## ARTICLE 9. FORCE MAJEURE

### 9.1. Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India as defined in Clause 1,2 and 3 of 9.1 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practices, and (iii) has Material Adverse Effect on the Affected Party.



## **1. Force Majeure Event**

A **Force Majeure** Event shall mean one or more of the following acts or events:

- a) act of God, epidemic, pandemic, State Government or Central Government modified lock-down, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the site).
- b) strikes or boycotts (other than those involving the C&DA, Contractors or their respective employees / representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty -four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year,
- c) After initiating survey and while finalization of land agreements or agreements with tenants/occupants, if it is observed that the consent taken from the landowners or tenants/occupiers is not valid partially or fully and there is a need to obtain such consent afresh, as per the provisions of 14.8 of UDCPR 2020
- d) any judgment or order of any court of competent jurisdiction or statutory authority made against the C&DA in the proceeding for reason other than:
  - i. failure of the C&DA to comply with any applicable laws or approvals, or
  - ii. on account of breach of any applicable laws or applicable permits or of any contract, or
  - iii. enforcement of the Construction-cum-Development Agreement, or
  - iv. exercise of any of the rights under the Construction-cum-Development Agreement by TCDAICL.
- e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or any event or circumstances of a nature analogous to any of the foregoing

## **2. Other Event**

Other Event shall mean one or more of the following acts or events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion
- b) any political or economic upheaval, disturbance, movement, struggle or similar occurrences which could not have been anticipated or foreseen by a prudent person and which causes the development or operation of the Project to be financially unviable or otherwise not feasible;
- c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year.
- d) any civil commotion, boycott or political agitation which prevents performance of the Agreement

- by the C&DA for an aggregate period exceeding 7 (seven) continuous days in an Accounting Year;
- e) failure of TCDAICL to permit the C&DA to continue with the construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds;
- f) any failure or delay of a contractor to the extent caused by any indirect Political Event and which does not result in any offsetting compensation being payable to the C&DA by or on behalf of such contractor;
- g) any event or circumstances of a nature analogous to any of the foregoing.

#### 9.2. Duty to report Force Majeure Event

1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
  - a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 7 with evidence in support thereof;
  - b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
  - c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
  - d) any other information relevant to the Affected Party's claim.
2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other party of the occurrences of the Force Majeure Event as soon as reasonable practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particular of the probable material effect that the Force Majeure Event is likely to have on the performances of its obligations under this Agreement. On the notification of Force Majeure event the Affected Party shall be entitled to claim relief from the date of being affected by the Force Majeure Event.
3. For so long as the Affected Party continue to claim to be materially affected by such Force Majeure Event, it shall provide to the other party with regular (and not less than fortnightly) reports containing information, and such other information as the other party may reasonably request the Affected Party to provide.

#### 9.3. Effect of Force Majeure Event on the Project

Upon the occurrence of any Force Majeure Event prior to the Effective Date, the time period for satisfying

the Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event.

At any time after the Effective Date, if any Force Majeure Event occurs. (I) before the Transfer Date of a component/phase/sub-phase, the Project milestone date of such component/phase/sub-phase, shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists. The cost and any additional expenditure required due to such Force Majeure Event shall be borne by the respective Parties and no liability shall arise on the other Party.

For further clarity, it shall be noted that project completion timelines will be extended in case there is stoppage of work beyond the control of the C&DA or due to any other Force majeure events, and no damages shall be payable by the C&DA.

If the C&DA shall claim to have been obstructed in the execution of the Project work by any act of lawlessness on the part of any person other than an agent or servant of the Authority or any Government Instrumentality, the C&DA shall exclusively deal with such act by the due process of law and shall be entitled to an appropriate equivalent extension of time for completion of the Project work; provided that, the C&DA shall have reported to the local police authorities and the Authority every such act of obstruction with particulars, soon after its occurrence and the Authority shall have, after enquiry, found the same to be substantially true and has determined the duration of such obstruction.

In an eventuality of continuance of Force Majeure for a continuous period of 365 days, then each Party shall have right either to continue the Agreement or will have option at its own discretion to terminate the Agreement, after following the procedure as mentioned in the clause 10.3. In case, of such termination of the Contract, TCDAIL shall pay to C&DA Termination Payment as mentioned in clause 10.6.

#### 9.4. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### 9.5. Excuse from performance of obligations

- (a) If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that the suspension of performance shall be of no greater scope and of no

longer duration than is reasonably required by the Force Majeure Event;

- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party. Once the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

#### 9.6. Allocation of costs arising out of Force Majeure

Upon occurrence of any Force Majeure Event, each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event and no Party shall be required to pay to the other Party any costs thereof except as mentioned in clause 9.3.

Except as provided in Clause 9.3, neither party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### 9.7. Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure in this Construction-cum-Development Agreement; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event. The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 30 (thirty) days of receiving the notice of claim.

#### 9.8. Mitigation

The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The Affected Party shall also make efforts to resume performance of its obligations under this Construction-cum-Development Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing.

#### 9.9. Liquidated Damages

If the C&DA fails to complete any part of the Works, fulfill key project milestones, or deliver any component of the Project within the time specified in this Agreement or within any extended period granted in writing by TCDAICL, the Developer shall be liable to pay Liquidated Damages (LD) to TCDAICL. Such Liquidated Damages shall be levied at a rate of 0.05% (zero-point zero five percent) of the Total Project Cost or Value of the Delayed Work, per day of delay, subject to a maximum of 10% (ten percent)

of the relevant cost component.

The imposition of LD shall be without prejudice to the right of TCDAICL to:

terminate the Agreement under the applicable termination clause;

- (i) invoke the Performance Security; and/or
- (ii) initiate any other remedy available under this Agreement or applicable law.

Payment of Liquidated Damages shall not relieve the Developer from its obligations to complete the Works or from any other responsibilities and liabilities under the Agreement in addition to:

- a. Damages as prescribed by MahaRERA/ any court of law
- b. Damages as prescribed in the Draft C and DA agreement
- c. Damages payable by TCDAICL to any third party

## ARTICLE 10. DEFAULT AND TERMINATION

### 1. C&DA Event of Default

For the purposes of this Construction-cum-Development Agreement, Events or circumstances, to the extent the same are not on account of, or related to, or caused by;

- a) a breach or default of TCDAICL or
- b) a Force Majeure event and/or
- c) a change in laws rules and regulations that affects the project land and the development thereof, and/or
- d) any order, judgment, decree, or direction, of any court of law and/or any judicial, or quasi-judicial body or authority, or statutory, authority, that has the effect of preventing the C&DA from performing any of its obligations under the Construction-cum-Development Agreement;

and are directly and solely attributable to the C&DA shall be deemed to be events of default on the part of the ("**C&DA Event of Default**"), which, if not remedied upon receipt of written notice from Authority, shall provide Authority the right to terminate this Construction-cum-Development Agreement in accordance with Article 10.3:

- 1. Failure by the C&DA to perform following obligations under this Construction-cum-Development Agreement and if the same has not been waived or given additional time for fulfilling the obligations by the Authority, as being detrimental to the project objectives;
  - a) no additional construction work or no progress towards any additional works in respect of the Rehabilitation Component, the Reservation, Amenities and Infra continuous period of one year despite having all the necessary approvals; unless same is suspended by TCDAICL

- b) the C&DA is subject to a change in control, that is beyond a Permitted Change in Control and as defined in the Bid Documents;
  - c) The C&DA fails to bring in any funding requirements as required for the Rehabilitation Component including the Reservation Amenities resulting in no construction for a continuous period of 1(one)year; and
  - d) C&DA/Selected Bidder fails to indemnify the Authority and/or Employees of the Authority as required by the Construction-cum-Development Agreement the Performance Security has been encashed and appropriated in accordance with Clause 6.1 and the C&DA fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
  - e) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 6.1., the C&DA fails to cure, within a Cure Period of 120 (One twenty) days, the C&DA Default for which whole or part of the Performance Security was appropriated;
  - f) the C&DA abandons or manifests intention to abandon the construction or operation of the project without the prior written consent of the Authority
  - g) the C&DA is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be, or commits repeated default in conforming to the same
  - h) the C&DA has failed to make any payment towards rent to the residents as per manner and period specified in this Agreement;
  - i) upon occurrence of a Financial Default, the Senior Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the C&DA fails to cure the default within the Cure Period specified hereinabove
  - j) a breach of any of the Project Agreements by the C&DA has caused a Material Adverse Effect;
  - k) the C&DA creates any Encumbrance in breach of this Agreement;
  - l) the C&DA repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
  - m) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the C&DA under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the C&DA, and such transfer causes a Material Adverse Effect;
  - n) an execution levied on any of the assets of the C&DA has caused a Material Adverse Effect;
  - o) the C&DA is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the C&DA or for the whole or material part of its assets that has a material bearing on the Project;
  - p) the C&DA has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
  - q) occurrence of any Insolvency Event
2. any representation made by the C&DA being found to be false, which was material in nature for

selection of the Selected Bidder or the project execution; or The C&DA is ordered to be wound up by a court of law of competent jurisdiction; or files a petition for its voluntary winding up; or is subject to levy of an execution or restraint over substantially all of the C&DA's assets, affecting their performance of this Agreement; or a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of C&DA by a court of component jurisdiction.

3. the C&DA submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars
4. the C&DA commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority

## 2. TCDAICL Event of Default

Event or circumstances to the extent the same are not on account of, or related to, or caused by:

- a) a breach or default of the C&DA and /or
- b) a force majeure event and/or
- c) any circumstances under which if action is taken by the TCDAICL will cause a Force Majeure Event or public commotion or worsening of law-and-order situation in and around the Project site; and/or
- d) a change in Law event: and/or
- e) any facilitation to be provided by the C&DA is of nature beyond the control of TCDAICL and

are directly and solely attributable to TCDAICL shall be deemed to be events of default on the part of TCDAICL ("TCDAICL Event of Default") that is:

any default in taking statutory actions for vacating the existing tenant/occupier, illegal tenant/occupier, eligible hutments, stalls, etc; and

any breach in fulfillment of Conditions Precedent and Representations and Warranties made by TCDAICL.

## 3. Notice of Termination

Upon the occurrence of C&DA Event of Default, or a TCDAICL Event of Default, TCDAICL or the C&DA, shall have the right to issue a notice expressing its intention to terminate the Construction-cum-Development Agreement ("Notice of Intention to Terminate"). The defaulting party shall have the right and entitlement to remedy or cure the breach and default stated therein, within 120 (One twenty) days of receipt of such Notice of Intention to Terminate ("Cure Period") if the breach is not rectified by the defaulting party by the expiry of the cure period the other party shall have the right, thereafter, to terminate the Construction-cum-Development Agreement by delivering a termination notice to the defaulting party (the "Termination notice") provided that if there is a dispute that then subsists between TCDAICL and the C&DA in respect of any of the terms and provisions of the Construction-cum-Development Agreement and/or in respect of the aforesaid termination, then until such dispute

is decided upon and resolved, such termination shall not take effect. In addition, and without prejudice, to the above, no termination of the Construction-cum-Development Agreement shall affect, alter or result in the termination, vested in the C&DA in respect of any of the terms and provision of the Construction-cum-Development Agreement and/or in respect of the aforesaid termination. Then until such dispute is decided upon and resolved, such termination shall not take effect. In addition, and without prejudice, to the above no termination of the Construction-cum-Development Agreement shall affect, alter or result in the termination of the rights and entitlements that have, prior to the date of such termination, vested in the C&DA including all vested C&DA Share and the C&DA premises in proportion to the completed construction of Rehabilitation Component including, amenities and the; which the C&DA shall be fully and freely entitled to hold, possess, enjoy and exercise and deal with the same as provided in the Construction-cum-Development Agreement.

4. Rights of substitution upon C&DA's Event of Default

The C&DA hereby irrevocably agree that upon occurrence of a C&DA Event of Default, the Authority shall have the right to substitute the C&DA (the "Substitute Entity") in accordance with the provisions of this Agreement. The Authority, after termination of Construction-cum-Development Agreement, is free to take a decision either to appoint a new C&DA or exercise any other option.

5. Consequences of Termination

**1. Phase /sub-phase of the Project for which construction works is completed of Rehabilitation Component including Reservation, Amenities and infra and for which Occupation Certificate is received:**

In proportion to construction of Rehabilitation Component and obtaining Occupation Certificate, C&DA will continue to hold and utilize as per the discretion of C&DA, development rights issued to C&DA as part of C&DA Share as per the Construction- cum-Development Agreement, and additionally in case such rights have not been granted before Termination, for such proportionate construction, then it shall be responsibility of TCDAICL to issue such development rights to the C&DA. The C&DA can use such development rights as part of C&DA Share to construct, develop and sell in the open market as per the discretion of the C&DA.

**2. Phase /sub-phase of the Project in which, no works of Rehabilitation Component including Reservation, Amenities and infra has been initiated:**

TCDAICL shall, under applicable law re-enter upon, and take possession of the aforesaid undeveloped portions of the Project land (excluding the portions of the Project land upon which the C&DA has been given development rights) as well as the building, structures and



fixtures thereon and the Rehabilitation Component, Reservation Amenities, and all rights of the C&DA in respect thereof, shall cease.

The C&DA and the persons claiming through or under it shall forthwith vacate such Project land where no development or construction work has been undertaken (excluding the portions of the Project land upon which the C&DA has acquired the development right to develop and construct the C&DA Premises) and handover the possession thereof to TCDAICL.

The employees and personnel of the C&DA and persons claiming through or under it shall continue to be its respective employees and personnel and the termination shall not in any manner affect their status as employees or personnel of the C&DA. Persons claiming through or under the C&DA, and such employees and personnel shall have no claim to any type of employment or compensation on TCDAICL or its nominated agency

**3. Phase /sub-phase of the Project for which part construction works has been initiated of Rehabilitation Component including that of Reservation, Amenities and infra and for which Occupation Certificate is yet to be obtained:**

**A. In case of Termination due to C&DA Event of Default**

TCDAICL along with the Senior Lenders of the C&DA shall finalize the Substitute Entity, who will construct the balance incomplete works of Rehabilitation Component including Reservation Amenities, including associated infrastructure and defect rectification under the DLP Period. C&DA development rights along with any part construction of C&DA Premises issued proportionate to the construction of such incomplete works of Rehabilitation Component including Reservation Amenities, shall be transferred to the Substitute Entity along with rights and liabilities generated by C&DA under this Agreement on such rights. C&DA will get Termination Payment as finalized under clause in Case of Termination due to C&DA Event of Default

**B. In case of Termination due to Force Majeure or TCDAICL Event of Default**

In case of Termination due TCDAICL Event of Default, sole obligation of completion of balance works of Rehabilitation Component including Reservation Amenities including infrastructure will be on TCDAICL. C&DA will get Termination Payment as finalized under clause in case of Termination due to Force Majeure) or TCDAICL Event of Default, subject to the following conditions:

- a. C&DA will be responsible and liable for and towards all persons claiming through or under C&DA, prior to such date of Termination. However, TCDAICL will be liable for any future liabilities arising out of such incomplete work from the time and extent of

takeover; and

- b. C&DA returns back all such issued development rights on such part construction of Rehabilitation Component unutilized development rights along with the constructed unsold C&DA Premises, after determination of Termination Payment.

**C. Phase /sub-phase of the Project affected by the Force Majeure or in case C&DA is restricted for development of C&DA share after Termination:**

Notwithstanding what is stated above, in the event the C&DA, upon termination as aforesaid, is restricted, hindered, obstructed, or denied its rights and entitlements to the C&DA development rights accrued under 10.5 above and the C&DA premises, and/or its continuing right to develop, construct and allot, sell, transfer, encumber and/or otherwise alienate the same and/or the same are disputed and/or the C&DA is hindered or obstructed from enjoying the same in any manner and/or against the Force Majeure forceful acquisition of its rights are undertaken, then C&DA will get Termination Payment as finalized under clause Phase /sub-phase of the Project affected by the Force Majeure or in case C&DA is restricted for development of C&DA share subject to the following conditions:

- a. C&DA shall be responsible and liable for and towards all persons claiming through or under C&DA, prior to such date of Termination. However, TCDAICL will be liable for any future liabilities arising out of such incomplete work from the time and extent of takeover; and;
- b. C&DA returns back all such issued development rights on such part construction of Rehabilitation Component unutilized development rights along with the constructed unsold C&DA Premises, after determination of Termination Payment

**6. Termination Payment**

Upon service of the said Termination Notice under Clause 10.2, the Termination payment shall be calculated based on following:

**A. Phase /sub-phase of the Project for which construction works is completed of Rehabilitation Component including Reservation, Amenities and infra and for which Occupation Certificate is received:**

No termination payment shall be paid for the work completed and for which C&DA has received /realized proportionate sales/alienation development rights.

**B. Phase /sub-phase of the Project in which, no works of Rehabilitation, Reservation, Amenities and infra has been initiated:**

No termination payment shall be applicable towards any part(s) of the Rehabilitation Component including Reservation, Infra and Amenity which has been initiated by C&DA

**C. Phase /sub-phase of the Project for which construction part construction works has been initiated of Rehabilitation Component including Reservation, Amenities and infra for which Occupation Certificate is yet to be obtained:**

**i. In case of Termination due to C&DA Event of Default**

Where C&DA has initiated the work and work is not completed or part sales value is not realized, the same shall be paid based on offer given by the Substitute Entity after deducting any damages suffered by the Authority due to such default of the Selected Bidder. The amount determined towards damages suffered by the Authority shall be determined by the Authority and will be binding on C&DA. All the proportionate development rights issued for part construction of Rehabilitation Component including that of Reservation, Infra and Amenity for such incomplete work shall get transferred back to the Substitute Entity along with the rights and liabilities of such incomplete Works. C&DA shall not get any other Termination Payment.

**ii. In case of Termination due to Force Majeure due to TCDAICL Event of Default**

C&DA will get following Termination Payment as mentioned in (a), (b), (c) and (d) below:

- a) The cost of construction of such incomplete work of Rehab Component including Reservation, Infra and Amenity and C&DA Premises will be valued through a mutually agreed independent valuer.
- b) The cost of construction of all common Project infrastructure, removal of all physical obstacles and encumbrances on Project land will be valued through a mutually agreed independent valuer.
- c) The valuation through a mutually agreed independent valuer of the completed unsold inventory of the C&DA Premises.
- d) The valuation through a mutually agreed independent valuer, of all the development rights/partly unsold development rights as per UDCPR2020, which has been issued (due to proportionate construction of rehabilitation component); but C&DA has to yet start the construction.

The C&DA shall be responsible towards any other liabilities generated after Termination Payment except for following for which C&DA can claim additional Termination Payment for the balance part of works of such phase/sub-phase for which development rights yet to be granted and in case such cost is not reflected in the valuation as mentioned above and for which the statutory auditor of the C&DA has provided justification with supporting receipts of payments:

- a) Costs incurred on securing approvals, permits, licenses, taxes and duties etc.
- b) Costs incurred on design & drawings
- c) Costs incurred for mobilization of resources
- d) Any other cost including overheads incurred towards any other activity as part of Project phasing

**D. Phase /sub-phase of the Project affected by the Force Majeure or in case C&DA is restricted for development of C&DA share:**

- i. In case phase /sub-phase of the Project after start of any work is affected by the Force Majeure or in case C&DA is restricted for development of C&DA share, then following Termination Payment shall be applicable, subject to C&DA returns to TCDAICL all the unsold/ undeveloped development rights granted and returns such incomplete C&DA Premises and unsold C&DA Premises and for which part or full revenue is yet to be realized.

C&DA will get following Termination Payment as mentioned in (a), (b), (c), (d) and (e) below:

- a) The cost of construction of such incomplete work of Rehab Component including that of Reservation, Infra and Amenity and C&DA Premises will be valued through a mutually agreed independent valuer.
- b) The cost of construction of all common Project infrastructure, removal of all physical obstacles and encumbrances on Project land through a mutually agreed independent valuer.
- c) The valuation through a mutually agreed independent valuer of the completed unsold inventory of the C&DA Premises.
- d) The valuation through a mutually agreed independent valuer, of all the development rights/partly unsold development rights as per UDCPR2020 as been generated (due to proportionate construction of rehabilitation component); but of which C&DA Premises are yet to be constructed.
- e) The valuation through a mutually agreed independent valuer, of all the development rights/partly unsold development rights as per UDCPR2020, which has not been generated yet but would have been generated in case the such partly constructed buildings would have been completed by the C&DA; provided for which Rehabilitation Component would have been constructed, which is yet to be completed due to Force Majeure.

The C&DA shall be responsible towards any other liabilities generated after Termination Payment except for following for which C&DA can claim additional Termination Payment for the balance part of works of such phase/sub-phase for which development rights yet to be granted and in case such cost is not reflected in the valuation as mentioned above and for which the

statutory auditor of the C&DA has provided justification with supporting receipts of payments:

- i. Costs incurred on securing approvals, permits, licenses, taxes and duties etc.
  - ii. Costs incurred on design & drawings
  - iii. Costs incurred for mobilization of resources
  - iv. Any other cost incurred towards any other activity as part of Project phasing
- ii. C&DA shall get Termination Payment under this clause within 180 days from the Termination Date. In case of delay in getting Termination Payment, interest for the period of delay shall be calculated at the rate of 3% above the Thirty days average yield on 10 years Government Securities on the date of Termination.
  - iii. The C&DA shall be responsible towards any other liabilities created by the C&DA if Termination Payment is paid.
  - iv. TCDAICL shall return the Performance Security of C&DA, after complete settlement of Termination Payment and rights under it.

#### 7. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations. In case such damages /payment dues are not paid by the C&DA, in such a condition, the damages/payment dues shall be recovered as dues of land revenue against the demand raised by the TCDAICL and such amount will be recovered jointly and severally from C&DA as well as each and every Member of the SPV Company

#### 8. Voluntary Exit by the SPV:

The SPV shall not be permitted to withdraw from or exit the Project without the prior written consent of TCDAICL. Any request for voluntary exit shall be subject to:

- a. Fulfilment of all obligations under the C&DA until the date of proposed exit;
- b. Identification and onboarding of a substitute developer with equal or superior technical and financial qualifications, subject to TCDAICL's approval;
- c. Execution of necessary novation, substitution, and tripartite agreements ensuring continuity of the Project without prejudice to TCDAICL's interests.

## ARTICLE 11. DISPUTE RESOLUTION

### **Arbitration**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Construction-cum-Development Agreement (including its interpretation) between the Parties, and so notified in writing by a party to the other party (the “**Dispute**”) shall be referred to the arbitration tribunal of three arbitrators. Such arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and in accordance with Arbitration Rules of the Mumbai Centre for International Arbitration (“MICA Rules”). Arbitration shall be as per the Government Resolution dated 13.10.2016 of Law & Judiciary Department.

The venue of such arbitration shall be Mumbai, and the language of arbitration proceedings shall be English.

The arbitrators shall make a reasoned award (“**Award**”). Any Award made in any arbitration shall be final and binding on the Parties as from the date it is made, and the C&DA and TCDAICL shall carry out such Award without delay.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. The Parties shall continue to perform all of their obligations under this Construction-cum-Development Agreement, without prejudice to a final adjustment in accordance with such a decision and except for any obligation of Authority, which shall automatically cease and come to an end upon the expiry or Termination of the Construction-cum-Development Agreement. Further, this Construction-cum-Development Agreement shall remain subsisting and operative during the pendency of such dispute etc. and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

The costs of the arbitration shall be equally borne by both the Parties. The Presiding arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

This Article 11 shall survive the termination or expiry of this Construction-cum-Development Agreement.

## ARTICLE 12. MISCELLANEOUS

### 12.1. Entire Agreement

1. This Construction-cum-Development Agreement including Schedules and Annexure(s), along with terms and conditions of the RFQ cum RFP Document, and the Technical Specifications together

constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by Authority and executed by the authorized person of Authority in this behalf.

2. The priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order;
  - a. Work Order
  - b. Construction –cum-Development Agreement
  - c. Letter of Acceptance
  - d. Tender Documents
3. This Construction-cum-Development Agreement, Schedules, Annexure(s), Technical Specifications and RFQ cum RFP document together constitute a complete and exclusive understanding of the terms of the Construction-cum-Development Agreement between the Parties on the subject hereof

#### 12.2. Data Privacy

Each Party agrees to treat all Confidential Information received from the other Party as strictly confidential. Each Party shall (i) maintain the confidentiality of such information and (ii) take measures to protect it that are at least equal to the measures it uses to protect its own confidential information, and in no case less than reasonable care.

Both Parties shall fully comply with the provisions of the Digital Personal Data Protection Act, 2023 (“the Act”), including but not limited to Sections 4 and 6, and any enabling provisions, rules, or notifications issued thereunder.

The Bidder, acting in the capacity of a Data Fiduciary under the Act, agrees to ensure that any collection, processing, storage, or transfer of personal data on behalf of the principal authority TCDAICL is carried out in a lawful, fair, transparent, and secure manner, and in strict accordance with the obligations prescribed under the Act.

The Bidder shall not process any personal data for purposes other than those expressly authorized by TCDAICL and shall take appropriate technical and organizational measures to safeguard personal data from unauthorized access, disclosure, alteration, or destruction.

In the event of any data breach or unauthorized access to personal data, the Bidder shall immediately notify TCDAICL and cooperate in any investigation or remediation measures deemed necessary by the principal.

#### 12.3. Amendment

Any amendment or waiver of any provision of this Construction-cum-Development Agreement, or consent to any departure by any of the Parties there from, shall be effective only when the same shall

be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

#### 12.4. Waiver and Remedies

##### **1. Waiver of immunity**

C&DA and TCDAICL unconditionally and irrevocable:

- a) agree that the execution, delivery and performance by it of the Construction-cum-Development Agreement constitutes commercial acts done and performed for commercial purposes;
- b) agrees that, should any proceedings be brought against it or its assets property or revenues in any jurisdiction in relation to the Construction-cum-Development Agreement or any transaction contemplated by the Construction -cum-Development Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has may acquire in the future or which may be attributed to it in any jurisdiction and,
- d) consents generally in respect of the enforcement of any judgment of award against it in any such proceedings to the giving of ay relief or the issue of any process in any jurisdiction, in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order of judgment that may be made or given in connection therewith).

##### **2. Waiver**

Waiver, including partial or conditional waiver, by either party of any default by the other party in the observance and performance of any provision of or obligations under the Construction-cum-Development Agreement:

- a) shall not operate or be constructed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Construction-cum-Development Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- c) shall not affect the validity or enforceability of the Construction-cum-Development Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be considered or deemed as waiver of such breach or acceptance of any various or the relinquishment of any such right hereunder.



#### 12.5. Severance of Terms

If for any reasons whatsoever, any provisions of this Construction-cum-Development Agreement are declared to be void, invalid, unenforceable or illegal by any competent arbitral tribunal or court of competent jurisdiction, such invalidity, un-enforceability or illegality shall not prejudice or affect the remaining provisions of this Construction-cum-Development Agreement, which shall continue in full force and effect and in such event, the Parties shall endeavor in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

#### 12.6. Survival

The Termination of this Agreement:

- a) shall not relieve the C&DA of any obligations already incurred hereunder which expressly or by implication survives Termination hereof,
- b) shall not relieve the C&DA of its obligations towards water proofing works and other works under the Defect Liability period as mentioned in Schedule -2, for completed buildings for which Occupation Certificate has been issued, and
- c) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

#### 12.7. Notices, Communications and Language

1. The Language of the Construction-cum-Development Agreement is English. All notices, certificates, correspondence or other communications, specifications, standard and information under or in connection with this Construction-cum-Development Agreement or the Project shall be in English Language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to the Construction-cum-Development Agreement shall be in English language.
2. Unless otherwise stated, all notices, communications, letters etc. including but not limited to a notice of waiver of any term, breach of any term of this Construction-cum-Development Agreement and Termination of this Construction-cum-Development Agreement required to be made, served and communications in terms of this Construction-cum-Development Agreement and / or under these presents shall be in writing and shall be deemed to have been duly made, served, communicated or received;
  - i. Immediately, if sent by e-mail or facsimile transmission to the E-mail ID. or the correct fax

number of the addressee (with a confirming copy sent the same business day by registered post acknowledgement due or speed post acknowledgment due or by a reputed and recognized national or international courier service) or by hand delivery (with signed return receipt),

- ii. Within 72 (seventy-two) hours of posting, if sent by prepaid registered post acknowledgement due or speed post acknowledgment due or by a reputed and recognized national or international courier service and only if the notice or letter or communication is addressed to the other Party at the following address:

**If to**

**Thane Cluster Development and Area Improvement Company Limited (TCDAICL)**

Pinnacle Corporate Park,  
5th floor, next to Trade Centre, Bandra Kurla Complex, Bandra East,  
Mumbai, Maharashtra 400051

e-mail: \_\_\_\_\_

Kind Attention: \_\_\_\_\_

**If to the C&DA:**

e-mail: \_\_\_\_\_

Kind Attention: \_\_\_\_\_

**If to the Confirming Party/Selected Bidder:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or

to such other addresses and addresses, as may be intimated in writing by one Party to the other.

If Authority or the C&DA or the Confirming Party changes its address or acquires any new address, telephone, facsimile, e-mail for notices, communications and letters etc. required by or under this Construction-cum-Development Agreement, the respective Party shall immediately notify the others of that change as soon as may be practicable and in any event within 72 (seventy-two) hours of such change or acquisition. Written notice required by the Construction- cum-Development Agreement shall be deemed sufficient and adequate, if sent to the last known address of the C&DA or the Selected Bidder in the manner provided hereinabove

**12.8. Governing Law and Jurisdiction**

All laws, brought into force and effect by the Government of India or the Government of Maharashtra, its agencies and/or local bodies, including guidelines, circulars, rules, regulations and notifications issued

by Government of Maharashtra and judgements, decrees, injunctions, writs and orders of any court of record, applicable to the Construction-cum-Development Agreement and the exercise, performance and discharge of the respective rights and obligations of the C&DA and TCDAICL, as may be in force, and effect during the subsistence of the Construction-cum-Development Agreement.

This Construction-cum-Development Agreement shall be governed by and construed in accordance with the laws of India and the courts of Mumbai shall have the exclusive jurisdiction over all matters pertaining to or arising out of or in relation to this Construction-cum-Development Agreement

12.9. Successors and Assigns:

The Construction-cum-Development Agreement is intended solely for the benefit of C&DA and TCDAICL and their successors and permitted assigns and nothing in the Construction-cum-Development Agreement shall be constructed to create any duty to, standard of care with reference to, or any liability to, any person not a party in the Construction-cum-Development Agreement. The Construction-cum-Development Agreement shall be binding upon and incur to the benefit of C&DA and TCDAICL and their respective successor and permitted assigns.

12.10. Depreciation

For the purposes of depreciation under applicable laws, the property representing the capital investment made by the C&DA in the Project assets shall be deemed to be acquired and owned by the C&DA. TCDAICL shall not claim for depreciation to be made by the C&DA under applicable laws.

12.11. No agency or Partnership

Nothing contained in this Agreement shall be in any manner constructed or interpreted as constituting a partnership or agency for or on behalf of any other Party and the relationship between the Parties is as a principal to principal and on an arm's length basis. Except as otherwise expressly agreed to, nothing contained herein shall confer on any Party, the authority to incur any obligation or liability on behalf of the other Party. Further, except as otherwise expressly agreed to neither Party shall have any authority to bind the other in any manner whatsoever.

12.12. Exclusion of Implied Warranties etc.

This Construction-cum-Development Agreement expressly excludes any warranty, representation, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

12.13. Costs and expenses

Each Party shall bear its own costs (and expenses, including without limitation any fees payable to its advisors) in connection with the negotiation, preparation and execution of this Construction-cum-Development Agreement. Provided that all the taxes including the registration charges and stamp duty with respect to this Construction-cum-Development Agreement shall be borne by the C&DA. The Parties expressly agree that it shall be the responsibility of the C&DA to comply with the requirements in relation to the registration of this Construction-cum-Development Agreement with any relevant Governmental Authority.

12.14. Counterparts

This Construction-cum-Development Agreement is being executed in 3 (three) counterparts each having the same contents, and the Parties have read and thoroughly understand the contents hereof and have hereby affixed their respective signatures and seals before witnesses. One counterpart is to be retained by Authority, the one counterpart to be retained by the C&DA and the other counterpart to be retained by Selected Bidder.

The Parties represent that they have read the entire Agreement including the Schedules therein and Annexures and Appendices thereto and further state that the Parties shall be bound by all the terms and conditions thereof.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorized representatives of the Parties hereto at the place and on the day, month and year first above written.

<p><b>For and on behalf of Thane Cluster Development and Area Improvement Company Limited (TCDAICL)</b></p>   <p>NAME</p> <p>DESIGNATION</p>	
<p><b>For and on behalf of C&amp;DA</b></p>   <p>NAME</p> <p>DESIGNATION</p>	
<p><b>For and on behalf of Selected Bidder (Conforming Party)</b></p>   <p>NAME</p> <p>DESIGNATION</p>	
<p><b>Witnesses:</b></p> <p>1.</p> <p>2.</p>	

## SCHEDULES:

### **SCHEDULE 1: DEFECT LIABILITY PERIOD (DLP)**

The Defect Liability Period shall start from the date of Occupation Certificate for the Rehabilitation Components including Reservation Amenities and infrastructure developed for such phase/sub-phase for a period, as mentioned under MahaRera (for a period of 5 years at present and as amended by MahaRERA from time to time):

<b>Sr. No.</b>	<b>Component</b>	<b>Defect Liability Period (in years)</b>
1	Structural defects	50 years
2	Flexible Pavement/ Bituminous surface Roads	As per MahaRERA; but not less than 5 years
3	Storm water drain, pipe drain, RCC box drain	As per MahaRERA; but not less than 5 years
4	Road and Road furniture like sign boards, kerbs, etc	As per MahaRERA; but not less than 5 years
5	Sewerage work	As per MahaRERA; but not less than 5 years
6	Plumbing works	As per MahaRERA; but not less than 5 years
7	Rigid Pavement/ Concrete Roads	As per MahaRERA; but not less than 5 years
8	Electrical and Mechanical parts and Pumps, backup generator, street lighting, electricity sub-stations, fire- fighting system, Sewage Treatment Plant (STP) and equipment and rain water harvesting system and equipment	As per MahaRERA; but not less than 5 years
9	Terrace water proofing and lifts, all wet area water proofing	10 years
10	Any other infrastructure/facilities, etc. constructed as part of Rehabilitation Component including that of Reservation Amenities	As per MahaRERA; but not less than 5 years

**SCHEDULE 2: DEFECT LIABILITY PERIOD (DLP)**

The C&DA shall be responsible for the Maintenance including the replacement of the spare parts and repairs for the following till the end of Defect Liability Period for following components:

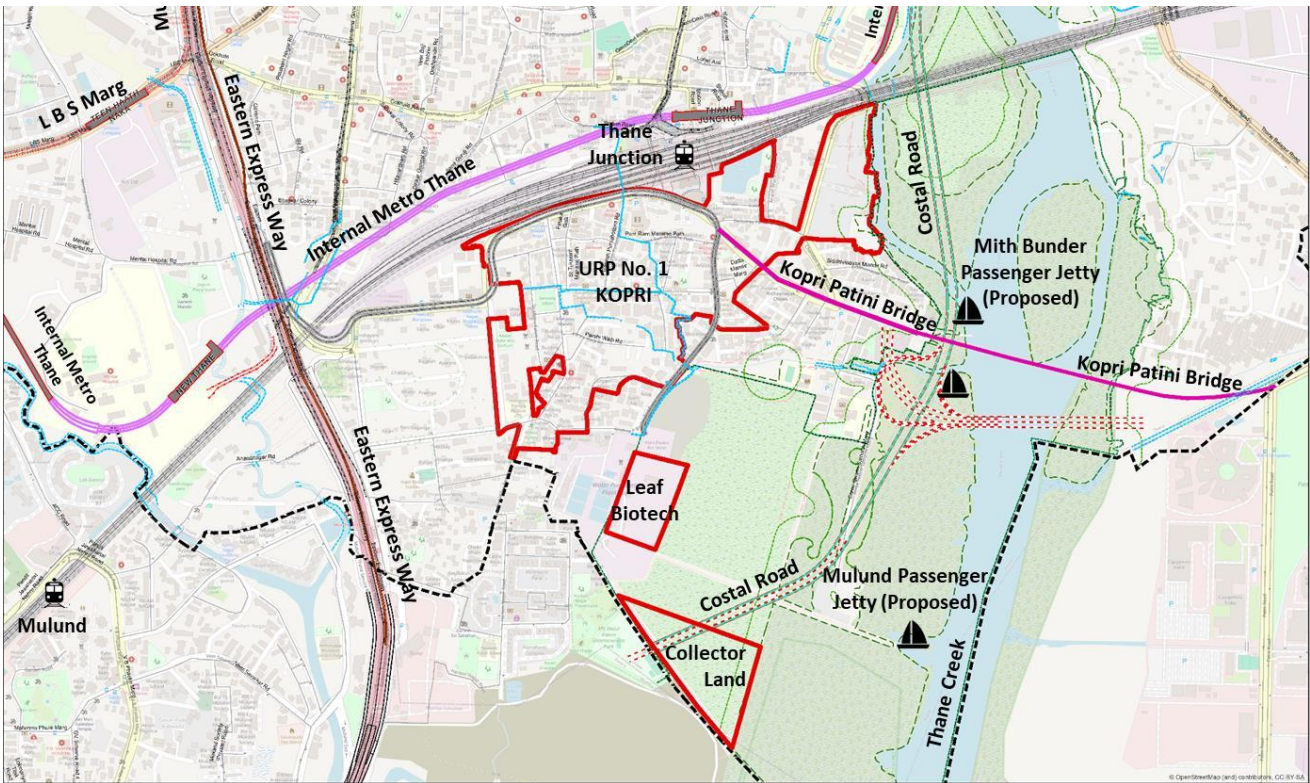
- (i) On-Site Water Supply Services
- (ii) Electrical and Mechanical parts and Electric Pumps
- (iii) Generators
- (iv) Pumps
- (v) Lifts
- (vi) Fire-fighting System/Equipment
- (vii) Sewage Treatment Plant/Equipment, if provided
- (viii) Rain Water Harvesting Plant Equipment, etc.
- (ix) Solar System, if provided
- (x) Layout Streetlight
- (xi) Landscaping
- (xii) Any other common infrastructure and services

The C&DA shall be responsible for any kind of damages, breakages and wear and tear caused to these equipment/ systems and shall also bear the cost for the replacement and repairs of these equipment/ systems till the Taking Over Date.

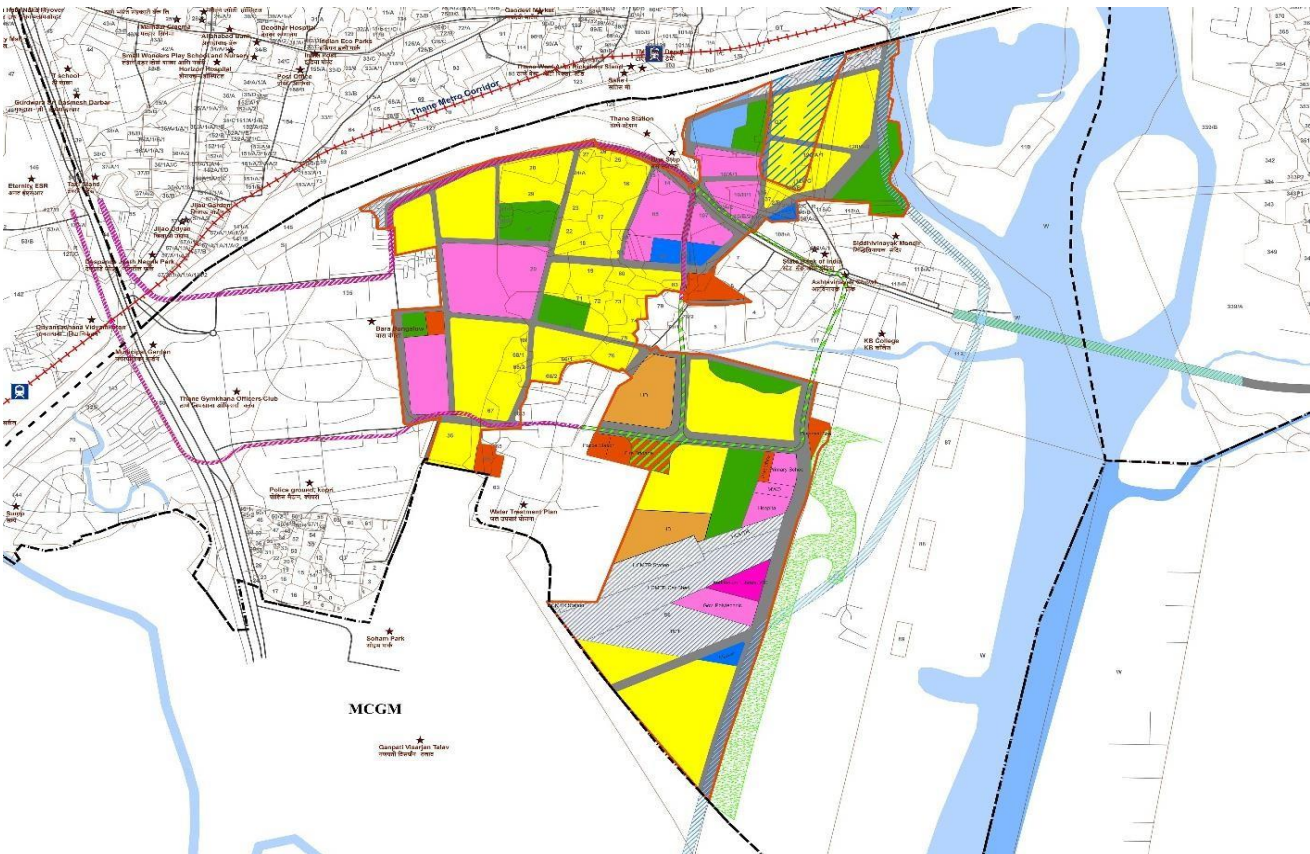


ANNEXURES TO DRAFT DEVELOPMENT AGREEMENT

**Location Plan**



**Land Use Plan**





## Annexure 'B': Applicable FSI of the Project as per UDCPR – 2020

URP 1_KOPRI & VACANT LAND - 52.06 HA.			
TECHNO ECONOMIC VIABILITY (TEV)			
Area Statement			
SR. NO.	Area Statement	Area (Sq.mt.)	Area (Ha.)
<b>1</b>	<b>Notified URS Area</b>	<b>426439.25</b>	<b>42.64</b>
a	Adding Leaf_Biotech Plot Area	34554.00	3.46
b	Adding Collector Land Area	59600.00	5.96
<b>2</b>	<b>Total URS Area</b>	<b>520593.25</b>	<b>52.06</b>
a	Area under CRZ I	15849.20	1.58
b	Area under CRZ II	16854.40	1.69
<b>3</b>	<b>Total URS Area after deducting CRZ I Area</b>	<b>504744.05</b>	<b>50.47</b>
4	Area under D.P. Road (Developed)	74687.36	7.47
5	Area under D.P. Road (Non Developed)	19440.73	1.94
6	Area under Nallah / Lake	16513.89	1.65
<b>7</b>	<b>Net Plot Area after Deduction</b>	<b>110641.98</b>	<b>11.06</b>
8	Area under DP Reservation (Non - Developed - Diluted)	52417.43	5.24
9	Area under Amenity (10%) (Proposed on CRZ II Area)	50474.41	5.05
10	Area under R.O.S. (10%) (Proposed on CRZ I Area)	52059.33	5.21
<b>11</b>	<b>Net Plot Area</b>	<b>291210.24</b>	<b>29.12</b>
<b>Permissible FSI: Reg. No. 14.8.6: FSI Permissible in URS shall be the FSI required for rehabilitation of existing occupiers</b>			
14	Total Permissible B/U Area (FSI @ 4.0)	1951558.62	195.16
15	Total Permissible B/U Area on CRZ II Area (FSI @ 0.50)	8427.20	0.84
<b>16</b>	<b>Total Permissible BUA</b>	<b>1959985.82</b>	<b>196.00</b>
17	Incentive Factor	<b>2.75</b>	
18	BUA of Rehab	554595.62	55.46
19	BUA of Sale	1525137.95	152.51
<b>20</b>	<b>Total Permissible BUA</b>	<b>2079733.57</b>	<b>207.97</b>
21	FSI Consumed	<b>4.12</b>	
<b>22</b>	<b>Balance BUA - PAP (16 - 20)</b>	<b>0.00</b>	<b>0.00</b>
a	PAP Component BUA	0.00	0.00
b	Additional Sale Component BUA	0.00	0.00
<b>23</b>	<b>Built-up Area Distribution</b>		
a	Rehab Component BUA	554595.62	55.46
b	PAP Component BUA	0.00	0.00
c	Sale Component BUA	1525137.95	152.51
<b>24</b>	<b>Total Built-up Area</b>	<b>2079733.57</b>	<b>207.97</b>
25	Ancillary FSI @ 60% on Residential BUA (80%)	998272.11	99.83
26	Ancillary FSI @ 80% on Commercial BUA (20%)	332757.37	33.28
<b>27</b>	<b>Total Permissible BUA (including Ancillary)</b>	<b>3410763.06</b>	<b>341.08</b>
<b>B/U Area including Ancillary FSI</b>			
<b>28</b>	<b>Built Up Area For Rehab</b>	<b>680640.08</b>	<b>68.06</b>
<b>29</b>	<b>Built Up Area For PAP</b>	<b>0.00</b>	<b>0.00</b>
<b>30</b>	<b>Built Up Area For Sale</b>	<b>2730122.98</b>	<b>273.01</b>
31	Sale-Rehab Ratio	<b>4.0</b>	
<b>Carpet Area including Ancillary FSI</b>			
32	<b>Carpet Area For Rehab</b>	<b>504177.84</b>	<b>50.42</b>
33	<b>Carpet Area For PAP</b>	<b>0.00</b>	<b>0.00</b>
34	<b>Carpet Area For Sale</b>	<b>2022313.32</b>	<b>202.23</b>
<b>Construction Area Distribution</b>			
35	Rehab Component Construction Area	816768.09	81.68
36	Sale Component Construction Area	3276147.57	327.61
<b>37</b>	<b>Total Construction Area</b>	<b>4092915.67</b>	<b>409.29</b>
38	RR Land Rate	<b>28672</b>	

## **Annexure C: Prior Approval Format for Raising Finances by Mortgaging of Development Rights and Constructed C&DA Premises**

Date:

To

**C&DA (Name)**

**Address**

**Sub:** Prior Approval for Raising Finances by mortgaging the Development Rights and Constructed C&DA Premises

**Ref:** C&DA Agreement Dated

Application to TCDAICL for granting mortgaging rights dated \_\_\_\_\_

Sir,

With reference to your request letter dated \_\_\_\_\_ for prior approval for creation of mortgaging rights (as specifically provided in clause 1.1(16) of the C&DA Agreement) for raising finance, we hereby approve the phase wise development plan submitted by you for following Property Description:

- 1)
- 2)
- 3)

In lieu of which, we hereby state that we do not have any objections (NOCs) to obtain and avail loans/credit facilities finance, from banks/financial Institution, by creation of charges over the C&DA Share and/or C&DA Premises of this phase.

## Annexure G Technical Specification

It shall be noted that the technical specifications provided are not exhaustive. The SPV Company shall adopt IS codes and undertakes that any modifications in the IS codes shall be immediately adopted and in case any methodology has been replaced by better methodology under the same or different IS codes, such methodology shall be applicable. For Rehabilitation and renewal construction, SPV Company may have to use the Specifications as provided in the prevailing Development Control & Promotion Rules. Various other infrastructure facilities including amenities shall be developed as per the requirements of TMC or any other Government instrumentality from time to time.

TCDAICL shall have right to enforce such specifications of construction of buildings and development of infrastructure including amenities, which may reasonably be required for quality construction under periodic/general supervision of TCDAICL. The decision of the TCDAICL shall be final and binding on the SPV Company.

It shall be noted that the SPV Company shall have right to use the alternate specifications, alternate construction technology and methodology, as finalized at the time of finalization of comprehensive integrated Master Plan and after approval of TCDAICL.

List of approved makes and manufacturers mentioned in Part 4 of Technical Specifications are indicative. Selected Bidder may after approval of TCDAICL may use alternative makes and materials for rehabilitation, renewal and amenity buildings.

It shall be noted that the SPV Company shall adopt the latest high-rise technology available for speedy and quality construction of the Project. Technologies such as EPS panel with prefab structure, Mivan/S-Form, tunnel form and jump form, precast members, 3 D printing or any other suitable technology shall be used for speedy and quality construction of rehab buildings.

The defect liability period shall be 05 years for the construction works and 10 years for the water proofing work.

The C&DA shall comply with IGBC- Gold green building norms for construction of the project.

The C&DA shall adopt Central Building Research Institute (CBRI), Building Material and Technology Promotion Council (BMTPC) and such other research institutes initiatives for sustainable building materials to be used on the project.

Use of Eco- Friendly material.:

Bidders must commit to the use of sustainable and eco-friendly materials:

LC Cement, AAC block, Ground Granulated Blast Furnace Slag (GGSB), Fly-ash bricks, recycled aggregates, low VOC paints, energy-efficient systems.

- Include reference to relevant green building norms (IGBC- Gold).
- Preferential scoring in evaluation for bidders proposing certified green initiatives.
- Recycling and reusing of treated drainage water for arboriculture and flushing.

### **1.1. R.C.C. Structure**

1. All Structural Design of Reinforced Concrete member for the building components shall be based on LIMIT STATE METHOD.
2. Design of the building component shall be in accordance with IS 456 –2000 & shall also be conforming to seismic resistant norms. Necessary references may be taken from IS 875(For Load calculation), IS 1893-2000(For Seismic loads), IS 432-1982 (For MS/Tensile R/F), IS 1786-2000(For HYSD Bars), IS 4326-1976 (For Earthquake Resistant Design), IS 13920-1993(For Ductile Detailing of RCC structures subjected to seismic forces), IS 4926 (For RMC Concrete) & IS 1641(For Fire Resistance) for durability consideration.
3. Minimum permissible grade of Concrete to be used for this work shall be M30. Further higher grade of concrete may also be used as per actual design of the structural elements.
4. Corrosion resistant Steel not below the grade Fe 415 shall be used & IS 9077-1979 shall be referred for corrosion protection of Steel R/F.
5. The building design shall be evaluated by duly authorized Structural Design Consultant. While certifying Stability Certificate, the consultant has to ensure that it is designed as per the provisions of NBC-2005(National Building code) as well as earthquake resistant building code which is required under the provisions of NDMA (National Disaster Management Authority) guidelines.

### **1.2. Anti-termite Treatment**

Anti-termite treatment conforming to IS: 6313 Part II-1981 shall be carried out for the protection of buildings from attack by subterranean termites and to create a chemical barrier against attack by subterranean termites

### **1.3. Masonry work - External Walls**

230mm thick burnt clay bricks conforming to IS 1077 in cement mortar 1:5

OR

150mm thick solid concrete blocks having minimum average compressive strength of 50 kg/sq.cm. conforming to IS: 2185 Part-I in cement mortar 1:5

OR

200mm thick Autoclaved Aerated Cellular concrete blocks (AAC Blocks) having minimum average compressive strength of 50 Kg/sq.cm. conforming to IS: 2185 Part-3 in cement mortar 1:5 and the workmanship shall conform to IS: 6041.

Mortar for masonry work shall consist of cement & sand and shall be prepared as per IS: 2250. Sand for masonry mortar shall conforming to IS:2116. The thickness of both horizontal & vertical joints shall not be more than 10 mm.

#### **1.4. Masonry work - Internal Partition Walls**

115mm thick burnt clay bricks conforming to IS 1077 in cement mortar 1:4

OR

100mm thick solid concrete blocks having minimum average compressive strength of 50 kg/sq.cm. conforming to IS:2185 Part-I in cement mortar 1:4

OR

100mm thick Autoclaved Aerated Cellular concrete blocks (AAC Blocks) having minimum average compressive strength of 50 Kg/sq.cm. conforming to IS: 2185 Part-3 in cement mortar 1:4

Mortar for masonry work shall consist of cement & sand and shall be prepared as per IS: 2250. Sand for masonry mortar shall conforming to IS:2116. The thickness of both horizontal & vertical joints shall not be more than 10 mm.

#### **1.5. Plastering**

i) Internal plastering to vertical surfaces:

12mm thick cement plaster 1:4 with POP punning of 6mm thick

OR

12mm thick gypsum plaster (manufactured by saint Gobain - Gyproc /USG or approved equivalent)

ii) Internal plastering to ceilings:

6mm thick cement plaster 1:3 with POP punning of 3mm thick

OR

6mm thick gypsum plaster (manufactured by saint Gobain - Gyproc /USG or approved equivalent)

iii) External plastering to concrete / masonry surfaces:

22mm thick sand faced cement plaster in two coats; base coat of 15mm thick in CEMENT MORTAR 1: 4 admixed with integral water proofing compound as per IS 2645 and finishing coat of 7mm thick in Cement mortar 1:3

#### **1.6. Floor Finishes**

i) Rooms:

Fully homogeneous glazed vitrified tiles of 600 mm x 600 mm x 10mm thick in cement mortar bedding of 1:4 (1 cement:4 coarse sand) and skirting of 100mm high with the same

tile of floor.

- ii) WC / Bath: Matt / antiskid finished ceramic tile flooring conforming to IS: 13756 (300 mm x 300mm x 7 mm size) in cement mortar bedding of 1:4 (1 cement: 4 coarse sand) and colored glazed ceramic tiles (300mm x 200 mm x 7mm) for dado up to door height.

- iii) Passage & Stair Area:

17 to 20mm thick granite stone slab flooring in CEMENT MORTAR 1:5 (1 cement: 5 coarse sand) bedding with 100mm high skirting same as of flooring material upto & including first floor level.

20 to 25mm thick polished kota stone flooring in CEMENT MORTAR 1:5 (1 cement: 5 coarse sand) bedding with 100mm high skirting same as of flooring material for all floors above first floor.

The stair treads upto & including first floor shall be 17 to 20mm thick granite stone slab in single piece with rounded edge nosing and 17 to 20mm thick risers of the same stone as of treads

The stair treads for all floors above first floor shall be with 20 to 25mm thick kota stone in single piece with rounded edge nosing and 20 to 25mm thick risers of the same stone as of treads

- iv) Kitchen Area

Flooring in matt / antiskid finished ceramic tile flooring conforming to IS: 13756 (300mm x 300mm x 7 mm size) in cement mortar bedding of 1:4 (1 cement: 4 coarse sand) and skirting of 100mm high with the same tile of floor.

#### **1.7. Door Frames:**

- i) Main Door / Internal doors of rooms:

Seasoned Salwood door frames of finished size 125 mm x 65 mm

- ii) Toilet / Bath / WC

17mm to 20mm thick Green Marble stone door jamb and soffit in two pieces with minimum 20mm overlap to form rebate with polished & chamfered edges.

- iii) Stair Doors

All enclosed staircases shall have access through self-closing doors of at least **two-hour** fire resistance conforming NBC. These shall be single swing doors opening in the direction of the escape. The door shall be fitted with check action door closures.

#### **1.8. Door Shutters:**

- i) Main Door / Internal doors of rooms: External grade, hot pressed solid core flush doors (40

mm thick) with heavy duty ISI marked dyed Aluminium fixtures & fittings.

ii) Toilet / Bath / WC

FRP moulded 30mm thick paneled doors with heavy duty ISI marked dyed Aluminium fixtures & fittings.

iii) Stair Doors

All enclosed staircases shall have access through self-closing doors of at least **two-hour** fire resistance conforming NBC. These shall be single swing doors opening in the direction of the escape. The door shall be fitted with check action door closures.

**1.9. Windows & Louvers:**

15micron anodized heavy duty Aluminium sliding window (3/4" series) with white/green marble (17 to 20mm thick) sub-frame and ISI marked dyed fixtures.

¾" Louvered windows in Bath & W.C. ¾" Series in Aluminium (15micron anodized) over marble sub frames.

Minimum 5.5mm thick float glass of approved brands shall be used for the glazing.

**1.10. Painting:**

i) Internal surfaces:

One coat of cement primer and 2 coats of Oil Bound Distemper

ii) Doors:

Two coats of synthetic enamel paint over a coat of wood primer

iii) External surfaces:

One coat of priming coat compatible for acrylic paints and 2 coats of exterior quality acrylic weather shield paint

**1.11. Kitchen Platform:**

Polished Granite stone platform of minimum 1.80m length and 0.70m wide granite counter top 17mm to 25mm thick with supporting kadappa stone slab below, with stainless steel sink of size 460 mmx 400mm x 200 mm deep and white glazed ceramic tiles (300mm x 200 mm x 7mm) dado upto 600mm height above the platform level.

**1.12. Water-proofing:**

i) Terrace:

20 - 25mm thick joint less water proof protective screed in Cement mortar 1:4 (1 cement : 4 coarse sand) admixed with acrylic based shrinkage compensating plasticizer and pure acrylic based polymer modified water proofing compound over average 125 mm thick brick bat coba with slope not flatter than 1:120 with China mosaic finish.

ii) Toilet / Bath / WC

Pure acrylic based polymer modified cementitious water proofing treatment and filling the sunken area with brick bats.

iii) Storage Reservoirs

a) Underground Tanks (Domestic & Fire)

Chemical impregnated box type water proofing using 20 to 25mm thick Shahabad stone shall be carried out to horizontal / vertical areas externally.

Pure acrylic based polymer modified cementitious water proofing treatment shall be carried **out internally**.

Provide 20 - 25mm thick joint less water proof protective screed in Cement mortar 1:4 (1 cement: 4 coarse sand) admixed with acrylic based shrinkage compensating plasticizer and pure acrylic based polymer modified water proofing compound over average 125 mm thick brick bat coba with slope not flatter than 1:120 **in horizontal top area**

b) Over Head Tanks

Provide 22mm thick sand faced cement plaster in two coats; base coat of 15mm thick in CEMENT MORTAR 1: 4 admixed with integral water proofing compound as per IS 2645 and finishing coat of 7mm thick in Cement mortar 1:3 externally.

Pure acrylic based polymer modified cementitious water proofing treatment shall be carried out internally.

20 - 25mm thick joint less water proof protective screed in Cement mortar 1:4 (1 cement: 4 coarse sand) admixed with acrylic based shrinkage compensating plasticizer and pure acrylic based polymer modified water proofing compound over average 125 mm thick brick bat coba with slope not flatter than 1:120 in horizontal top area All water proofing work should carry 10 years guarantee for leakage/ seepages

**1.13. Parapet**



Terrace Parapet should be of minimum 125mm thick RCC / 230mm thick burnt clay brick work

**1.14. / 150mm thick solid cement concrete block work / 200mm thick AAC block (Conforming to clause 1.3 above) masonry of minimum 1200mm with high above the finished level minimum 100mm thick RCC M25 coping on top.**

**1.15. Hand Railing**

Hand railing of staircase should be of minimum 100mm thick RCC (confirming to clause 1.1) of minimum 1000mm high above floor level. The Hand Railing of Staircase shall be finished in cement plaster of 15 mm thickness in Cement Mortar 1:4.

**1.16. Plumbing & Sanitary**

Plumbing & Sanitary works shall be conforming to National Building Code of India. All the Plumbing & Sanitary works must conform to the requirements of TMC and necessary approval shall be obtained from TMC / local authority at the cost of the SPV Company. The SPV Company shall be responsible for getting the entire installation for Water Supply, Drainage and Fire Fighting System duly approved by the local authorities concerned, and shall bear expenses if any, in connection with the same.

**1.16.1. Water Supply:**

- i. Consumption – As per relevant guidelines of local authorities in this matter.
- ii. Family size 5/tenement
- iii. Overhead capacity – 50 % of day requirement with free board of 0.3 mt. as per IS standards.
- iv. Underground tank capacity - 100% of one day requirement or as per TMC requirement.
- v. Top of underground tank shall be 0.60 mt., above finish plot level.
- vi. Duration for availability of water for pumping shall be assumed as per relevant guidelines of local authorities in this matter – 100% stand by electric pumps shall be provided. Separate electric meter shall be provided.
- vii. All the water pumps shall be submersible pumps with automatic control panel with water level indicator having 50% standby arrangement of pumps.
- viii. The pumps shall be so designed that all the overhead tank shall be filled within 2 hours and stop with automatic sequential controller.
- ix. The power supply arrangement to the pumping station including XLPE 3.5 Core armored cables of suitable size shall be laid from meter room with earthing arrangement.
- x. Electric accessory work shall contain required switchgear, starter, and capacitor with separate metering arrangement including energy meter as per BEST/TATA POWER requirements.
- xi. Separate tested water meter with stand by water meter of ISI Mark & with Test Report, shall be provided for each underground tank. The location of water meter should be nearest to the compound wall with approval from TMCs competent authority.

- xii. **Water Supply Piping System:** PPRC (Polypropylene Random Co-polymer) type-3 pipes (Finolex /Astral/ Supreme) with necessary fittings and accessories of CP Brass type shall be used for water supply piping works

OR

Chlorinated Poly Vinyl Chloride (CPVC) water supply piping system (Flowguard /Astral / Supreme) with pipes as per CTs SDR -13.5 at a working pressure of 320 PSI at 23 deg C and 80 PSI at 82 deg.C, using solvent welded CPVC fittings including transition fittings with brass adapters (both Male & Female threaded) and all conforming to ASTM D- 2846 with only CPVC solvent cement conforming to ASTM F-493 shall be used.

OR

G.I. pipe of 'c' class shall only be allowed for piping.

- xiii. Design shall be such as to ensure equal and simultaneously flow (tolerance  $\pm 15$  min) for all tenements.
- xiv. Testing of acceptance of the system as per B.I.S. with minimum of 5 kg/sq.cm. for internal and 7.5 kg/sq.cm. for all external pipes.
- xv. Teflon/Synthetic tape shall be used for jointing.
- xvi. All G.I. pipes embedded in wall shall be well covered by bitumen dipped spun yarn.
- xvii. At terrace level crisscrossing of pipe line shall not be permitted. All pipe lines shall run along the parapet walls.
- xviii. Shower Rose brass CP with swivel joining 50 dia. to be provided.
- xix. Water taps : All water taps should be of heavy class.
- xx. Stop cock should be provided for the wash basin and flushing tank. In addition to this stop cock should also be provided at the entry of the water supply pipe into the tenement.
- xxi. Deep seal PVC nahani trap with grating shall be provided in bath area, and below kitchen sink with appropriate size.
- xxii. Mildsteel ladder of 450mm width of adequate length and structural sections shall be provided to each of the overhead water storage tanks. The inclination, hand railing steps etc. shall be structurally sound and safe to climb up. The ladder shall be finished in epoxy paint over a coat of epoxy primer.

#### **1.16.2. Minimum Facilities to be provided per tenement**

- i) Water closet:

580 x 440mm Size Indian W.C. (Orissa Pan) with dual flushing Cistern conforming to TMC approval shall be used with chrome plated brass plumbing fixture including Bib Cock, angle cock, Flush cock etc.

- ii) Water Supply Pipes :

PPRC (Polypropylene Random Co-polymer) type-3 pipes (Finolex /Astra/ Supreme) with necessary fittings and accessories of CP Brass type shall be used for water supply piping works.

iii) Wash Basin:

300mm x 450mm size and glazed ceramic tile dado upto 600mm height with chrome plated brass plumbing fixture including Pillar Cock, angle cock, bottle trap etc.,

iv) Plumbing fixtures & fittings in bath / toilet:

Chrome plated brass fixtures such as Basin, Bib Cock, angle cock & Shower rose, shower arm etc.

v) Plumbing fixtures & fittings in Kitchen:

Chrome plated brass fixtures such as Bib Cock, angle cock, bottle trap etc. in Kitchen Sink

### **1.16.3. Sewerage**

- i. Sewage and Sullage collection system shall be based on IS:1742 and applicable standards for domestic drainage conforming to TMC requirements.
- ii. The soil and waste shall be carried down in separate independently vented pipes. Two pipe drainage systems shall be adopted as per NBC (Part-IX) and applicable standards for domestic drainage conforming to TMC requirements.
- iii. Cast Iron spun pipes of heavy quality conforming to IS - 389 for ground floor upto first inspection chamber (1st inspection chamber to 1st floor level) and for above exterior quality UPVC pipes as per IS: 4985 & IS:13592 shall be used with Epoxy joints. The pipes shall be fixed on proper MS flats brackets (50mm wide x 6 mm thick Mild steel flats) and GI 'U' clamp and nuts with, 50 mm gap from wall.
- iv. All hidden joints shall be provided with flash stripes.
- v. No joints shall be permitted in wall, slab or columns.
- vi. Rat-Guards shall be provided on the pipes.
- vii. Joints with floors/walls and fixtures shall be treated/caulked with Epoxy mortar.
- viii. Acceptance testing – smoke test.
- ix. Deep seal PVC Nahani trap below kitchen sink is compulsory. "P" type bottle trap with PVC pipe 40 mm dia. for wash hand basin should be provided.
- x. Single piece PVC pipe from WC upto flushing cistern to be provided.
- xi. No combined pipe for S.W. Drains and sewerage shall be permitted.
- xii. All P & S trap shall be deep seal with seal not less than 80 mm.

- xiii. UPVC will be accepted for soil and waste water pipes / Cast Iron spun pipes of heavy quality conforming to IS - 389 of required dia shall be provided upto 1st floor level.
- xiv. All pipe lines shall be painted in oil paint of color of external wall.

#### **1.16.4. Rain Water Pipe:**

- i. The size of Rain Water pipe shall be sufficient to carry storm water discharge due to rain fall intensity of 15. 87 cms/hr. and with run off co-efficient of one.
- ii. Approved make PVC SWR grade ultra violet stabilized pipes conforming to IS 4985 with rubber grove socket and with fittings conforming to B.S. 4514 shall be used with all accessories like, treated door access, bends, shoes, access, chips etc. complete and with C.I. gratings, PVC clamps.
- iii. No Spout for discharging rain water shall be allowed except for staircase mid-landing, landing, and balconies.
- iv. Acceptance Testing – hydraulic test or Smoke test as per direction of PMC.
- v. All pipe line shall be suitably painted in oil paint.

#### **1.16.5. External Drainage within the premises**

The piping work mainly consists of laying of Salt glazed stoneware pipes conforming to IS : 651, reinforced cement concrete pipes and cast-iron soil pipes. All piping shall be installed at depth greater than 80 cm below finished ground level. The disposal system shall include construction of gully traps, inspection chambers, manholes, intercepting chambers within the premises. The piping system shall be vented suitably at the starting point of all branch drains, main drains, the highest/lowest point of drain and at intervals. All ventilating arrangements shall be un-obstructive and concealed. The work shall be executed strictly in accordance with IS: 1742 and shall conform to TMC requirements as applicable. The sewage system shall be subject to smoke test for its soundness. Wherever the sewerage pipes run above water supply lines, same shall be completely encased in cement concrete 1:2:4 all round. All external drainage works shall conform to TMC requirements as applicable.

#### **1.16.6. Rain Water Harvesting**

Rain Water Harvesting shall be provided as per National Building Code of India. The Rain Water Harvesting system must conform to the requirements of TMC and necessary approval shall be obtained from TMC / local authority

#### **1.16.7. Sewage Treatment Plant**

Sewage Treatment Plant shall be provided as per National Building Code of India. The Sewage Treatment Plant must conform to the requirements of TMC and necessary approval shall be obtained from TMC / local authority

#### **1.16.8. Fire Fighting System**

Fire Fighting & Protection Systems shall be provided as per National Building Code of India. The Fire Fighting & Protection Systems must conform to the requirements of TMC and necessary approval shall be obtained from TMC / local authority and shall follow steps as mentioned in 9.5.4.10

#### **1.17. Electrification Works:**

- |                    |  |
|--------------------|--|
| i) HT Power Cable  | Electrolytic grade Aluminium /annealed copper conductor, as per IS : 8130, conductor screen of semi-conducting compound. XLPE insulation, insulation screen of semi-conducting compound (All these three extruded in single tandem process of triple extrusion), copper tape screen (only above 6.6 KV (E) ), cores laid up with PP fillers & PVC fillers and tape, PVC inner as per IS : 5831, armored as per IS : 3975 and overall Flame Retardant ST2 PVC Sheath as per IS : 5831, from 3.3 KV (E) grade cable as per IS : 7098 (II). |
| ii) LT Power Cable | Electrolytic grade of Aluminium/high conductivity annealed copper conductor, as per IS : 8130, XLPE insulation, all sector shaped cores laid up with PP filler and PP tape (in case of extruded PVC inner sheath), taped/ extruded PVC inner sheath as per IS : 5831, armoured as per IS : 3975 and overall Flame Retardant ST2 PVC sheath as per IS:5831, 1100 Volts grade cable as per IS : 7098 (I).  |
| iii) Control Cable | Plain annealed electrolytic grade of Copper conductor, as per IS : 8130, PVC insulation as per IS : 5831, cores laid up, STI PVC inner sheath as per IS : 5831, armoured as per IS : 3975 and overall STI PVC sheath as per IS : 5831, 1100 Volts grade cable as per IS : 1554 (I).  |
| iv) Panels / DB    | The Main L.T. Panel, Power Control Centers, distribution boards shall be metal clad, totally enclosed, rigid, floor/wall mounting, air-insulated, cubicle type for use   |

			on 415 volts, 3 phase 50 cycles system and as per IS 13947.
v)	LA Protection		Air termination shall be five prong type copper Rod with round head and the same shall be securely clamped/installed to withstand severe weather conditions and provide protection against lightning. Horizontal air termination conductors shall be Cu or GI flat/strip and shall be provided where specified as per IS
vi)	Point (Minimum requirement)	Wiring	<p><b>Living Room</b> : Minimum two tube lights, one fan, one 6Amp point, one bell point, and two 6 Amp. half point</p> <p><b>Cooking – Kitchen</b> : 1 tube light 40w, 1 fan, 1 exhaust fan, two 6amp. Socket point. One 16 Amp socket equipped to handle Refrigerator load.</p> <p><b>Bath</b> : One light point, one 16 Amp. Socket point.</p> <p><b>W.C.</b> : One light point</p> <p><b>Bed Room</b>: one light point, one fan point, one 6 amp. Point</p> <p><b>Internal Passage.</b> : One light point</p> <p><b>Internal Wiring in casing and capping</b> with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable, with piano type switch, suitable size MS box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. as required.</p> <p><b>Main Supply</b>: 4sqmm. FRLS PVC insulated copper conductor single core cable + 2.5 sq.mm. FRLS PVC insulated copper conductor earth wire in 25 mm PVC pipe, wiring with DP switch in the room and SPN MCB in the meter room.</p> <p>The wiring shall be as per IS 2274 (Wiring Practice). Connectors should not be used without specific prior approval. Looping in on the phase side shall be at the switches and that on the neutral side at the ceiling roses. Every light point, fan point and plug point shall have individual control switch unless stated otherwise. Earthing shall be provided for all the points according to the statutory requirement wherever necessary. The number of points per circuit shall not exceed 8 in any case.</p> <p>Obtaining NOC for high rise permission, from the local authority is the responsibility of the SPV Company.</p>

vii) Earthing	Entire earth system shall conform to the Code of Practice as per IS. 3043 of 1987 and latest amendments
viii) Cable Tray	Perforated Cable Trays of ladder type and associated accessories tees, bends, elbows and reducers shall be fabricated from 12 gauge (2.5 mm) mild steel. Prefabricated Cable trays of perforated type and associated accessories tees, elbows and reducers shall be fabricated from 14 gauge (2 mm) CRCA Sheets.
ix) Testing	At the completion of the work, the entire installation shall be subjected to the following Tests:- a) Insulation Continuity Test. b) Insulation Resistance Test. c) Earth Continuity Test. d) Earth Resistivity Test. Besides the above tests, any other test specified by the Local Authority shall also be carried out.
x) Solar Power Lighting	The SPV Company shall provide Solar Panels to cater all the common areas such as compound lighting, podium lighting, open parking etc. of particular building with individual pole having solar panels & batteries. Solar Power lighting shall also cater to any emergency needs.
xi) General	The Electrical equipment offered shall comply to the relevant Indian Standard Specifications, Fire Insurance Regulations, Tariff Advisory Committee's Regulations, and in particular to Indian Electricity Rules in all respects with all its latest amendments up-to-date.

### **1.18. Elevators / Lifts**

A stretcher lift along with standard lifts shall be provided for all high-rise residential buildings.

Lifts of reputed manufacturers (OTIS/Schindler/Thyssen-Krupp /Toshiba /Kone) with the number, speed, capacity, etc. conforming to NBC – 2005.

The lift car shall be of SS brush finished.

The scope includes obtaining necessary certificates of approval from statutory and or local Authorities for the installation, maintenance and operating the elevator system wherever such approval or certification is required (including PWD Lift Inspectors NOC/ Certificate / License as required).

#### **1.19. Meter Room**

Provide individual Digital meters for the tenements and to be located in a meter room at ground floor level.

Separate meter for common lighting facility, lifts, passage lighting, pumps. Adequate lighting shall be provided using Tube lights in common areas, staircase, lift, etc. conforming to the lux level specified in the relevant IS codes/NBC.

Wiring shall be as per standards of BEST/Tata Power with service cable, accessories etc., and to obtain electric supply connection from BEST/Tata Power.

Meter room with adequate lighting & ventilation should be provided in the ground floor of the building.

#### **1.20. Pump House & Security Cabin**

Pump House with back-up generator facility and a security cabin for each building unit shall be provided.

#### **1.21. Paving around the building**

80mm thick paver block (M40 grade) shall be provided over cement concrete base of M10 around the building

#### **1.22. Pathways**

As provided in SRA bye-law, 80 MM (M40 Grade) thick Paver blocks shall be provided for the pathways within the premises of the building.

#### **1.23. Storage Reservoir**

Underground domestic storage tanks, underground fire storage tanks, overhead tanks etc. shall be provided conforming to National Building Code of India. All the storage reservoirs must conform to the requirements of TMC also.

Underground domestic storage tanks, underground fire storage tanks, overhead tanks etc. shall be designed & provided as per the required capacity for the building unit conforming to IS 3370-2000 & it shall be water tight for a minimum period of 10 years

#### **1.24. Provision of GREEN Building norms**

The GREEN Building concepts conforming to minimum GRIHA-2 star / obtaining IGBC Gold rating shall be mandatory for the design and construction and the prevailing Government of Maharashtra policy regarding the Green Buildings

### **2. MANDATORY REQUIREMENTS FOR OTHER STRUCTURES**

#### **2.1. Mandatory Requirements for Transit Camp**

Minimum Carpet Area shall conform to the SRA requirements & approvals



2.1.1 If transit camp is not made available then the lead partners/ SPV will have to pay rent to structure holders at prevailing market rate before eviction.

## **2.2. Mandatory Requirements for Amenity Buildings**

Mandatory Requirements for Amenity Buildings shall remain the same as mentioned above under sub-head "General Specifications -Mandatory Requirements for Rehab Buildings" (and as mentioned in the Chapter 1 above) and as per the prevailing Development Control & Promotion rules and as per the requirements of TMC / appropriate authorities and approval of TMC/ appropriate authorities.

## **2.3. Mandatory Requirements for Non-Buildable Amenities**

Mandatory Requirements for Non-Buildable Amenities shall be as per the prevailing UDCPR and as per the requirements of TMC/appropriate authorities.

## **3. DESIGN CRITERIA**

### **3.1. The Criteria for Structural Design**

For design of building foundation, SBC (Safe Bearing Capacity) at the foundation strata shall be assumed as per the geo technical investigation report of foundation strata. In addition to soil investigation report, geological details shall also be obtained so as to avoid the location of foundation (Pile or open footing) of the building along the Fault Lines in the ground strata.

Durability requirements shall be strictly followed as per of IS 456-2000 provisions.

The site lies in seismic zone III & the structure will be of more than 5 storey high. The importance factor shall be taken from IS 1893-1984.

Under transient wind load, the lateral sway at the top should not be more than  $H/500$ , where H is total height of the building.

The structure shall be designed as per provisions of IS 4326-1976. However detailing of RCC beams, columns, shear wall shall be provided as per provisions of IS 13920-1993 so as to provide the structure adequate toughness & ductility to sustain extensive elastic deformations & dissipating seismic energy in a stable manner.

The provisions of earthquake resistant structure shall be applicable for RCC monolithic structure. Any precast or pre-stressed concrete members may only be permitted if the structure has the same level of ductility to withstand the seismic forces as that of a monolithic RCC.

All the RCC work shall confirm to IS 456-2000.

For RCC work, 43 / 53 Grade OPC (Ordinary Portland Cement) conforming to IS 8112-1989 & IS:12269-1987 shall only be permitted. For foundation work, only Sulphate Resisting Cement conforming to IS:12330-1980 or required as per the Geo-technical Investigation Report shall be used.

Provision shall be made in the design for all possible deformation due to change in moisture and temperature as per relevant I.S Code.

Non-destructive Tests: -For members other than flexural members, NDT (Nondestructive Tests) shall be done. Ultrasonic Pulse velocity Test & Rebound Hammer Test as per IS 13311 shall be conducted.

### **3.2. IS Codes**

The SPV Company shall adopt IS codes and undertakes that any modifications in the IS codes shall be immediately adopted and in case any methodology has been replaced by better methodology under the same or different IS codes, such methodology shall be applicable and accordingly work shall be carried out.

<b>IS Code No.</b>	<b>Subject</b>
<b>GENERAL</b>	
IS 4082	Stacking & storage of construction materials and components at site – Recommendations
IS 1200	Method of measurement of building and civil engineering work.(All Parts)
IS 1141	Seasoning of Timber – Code of practice
<b>EARTH WORK</b>	
IS 3764	Safety code for excavation work
IS 1498	Classification and identification of soils for general engineering purposes.
IS 2720	Methods of test for soil (All Parts)
IS 2809	Glossary of terms and symbols relating to soil mechanics
IS 1200 (Pt-1)	Method of measurement of earth work
IS 1200 (Pt-27)	Method of measurement of earth work (by Mechanical Appliances)
IS 4015	Anti-Termite Guide for Handling cases of pesticide Poisoning
IS 4081	Safety code for Blasting and related drilling operation
IS 4988	Glossary of terms and classifications of earth moving Machinery (all parts)
IS 6313 (Pt-I & II)	Anti-Termite measures in buildings (Constructional & pre-constructional)
IS 6313 (Pt-III)	Anti-Termite measures in buildings for existing buildings
IS 6940	Methods of test for pesticides and their formulations
IS 8944	Specification for Chlorpyrifos Emulsified Concentrates
IS 8963	Chlorpyrifos – Technical specifications
IS 12138	Earth moving equipments
<b>MORTARS</b>	
IS 269	Specification for 33 grade ordinary Portland cement
IS 455	Specification for Portland slag cement

IS Code No.	Subject
IS 650	Specification for standard sand for testing of cement
IS 12269	Specification for 53 grade ordinary Portland cement
IS 1542	Specification for sand for plaster
IS 2116	Specification for sand for masonry mortar
IS 2250	Code of practice for preparation and use of masonry Mortar
IS 3025	Method of sampling and test (Physical and chemical test for water used in Industry)
IS 3466	Specification for masonry cement
IS 3812 (Part-I)	Specification for fly ash for use as pozzolana in cement mortar and Concrete
IS 3812 (Part-II)	Specification for fly ash for use as admixture in cement mortar and Concrete
IS 8041	Specification for Rapid hardening Portland cement
IS 8042	Specification for white Portland cement
IS 8112	Specification for 43 grade ordinary Portland cement
IS 1298	Methods of test for determination of free lime in Portland cement
IS 6452	Specification for High alumina cement for structural use
IS 1489	Portland Pozzolana Cement
<b>CONCRETE WORK AND REINFORCED CEMENT CONCRETE WORK</b>	
IS 383	Specification for coarse and fine aggregate from natural source for Concrete
IS 303	Specification for Plywood for general Purposes
IS 2430	Methods for sampling of aggregates for concrete
IS 2386	Method of test for aggregates for concrete
(a) Part-I : Particle size and shape	
(b) Part-II : Estimation of deleterious materials and organic impurities	
(c) Part-III : Specific gravity, density, voids absorption and bulking	
(d) Part-IV : Mechanical properties	
(e) Part-V : Soundness	
IS 2505	General requirements for concrete vibrators – immersion type
IS 2506	General requirements for concrete vibrators – screed board concrete Vibrators
IS 2645	Specification for integral water proofing compounds for cement mortar and concrete
IS 7861 (Part-I)	Code of practice for extreme weather concreting (Part-I) recommended practice for hot weather concreting

<b>IS Code No.</b>	<b>Subject</b>
IS 7861 (Part-II)	Code of practice for extreme weather concreting (Part-II) recommended
IS 9103	Specification for concrete admixtures
IS 460	Specification for test sieves (Part I, II & III) i) Wire cloth test sieve ii) Perforated plate test sieve iii) Method of examination of test sieves
IS 12118	Specification for two parts poly (Part I) sulphide based sealant: General requirements.
IS 12269	53 grade ordinary Portland cement.
IS 1607	Methods of test sieving
IS 1834	Hot applied sealing compounds for jointing concrete
IS 1904	General requirements for design and construction of foundations in soils
IS 1893	Criteria for earthquake resistant design of structures
IS 432 (Part-I)	Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement part-I mild steel and medium tensile steel bars
IS 432 (part-II)	Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement part-II hard drawn steel Wire
IS 456	Code of practice for plain and reinforced concrete
IS 516	Method of test for strength of concrete
IS 1199	Method of sampling and analysis of concrete
IS 1200 (Part-II)	Method of measurement of building and civil engineering work – concrete work
IS 1200 (Part-V)	Method of measurement of building and civil engineering work – concrete work (Part 5 – Form work)
IS 1566	Specification for hard drawn steel wire fabric for concrete requirement
IS 1599	Method of bend test
IS 1343	Code of practice for Pre-stressed Concrete
IS 1786	Specification for high strength deformed steel and wires for concrete Reinforcement
IS 1791	Specification for batch type concrete mixes
IS 2502	Code of practice for bending and fixing of bars for concrete Reinforcement
IS 2751	Recommended practice for welding of mild steel plain and deformed bars for reinforced construction
IS 4925	Batch plants specification for concrete batching and mixing plant
IS 4926	Ready – Mixed Concrete

IS Code No.	Subject
IS 6523	Specification for precast reinforced concrete door, window frames
IS 10262	Recommended guidelines for concrete mix design
IS 13311 (Part-I)	Indian standard for non-destructive testing of concrete. Method of test for ultrasonic pulse velocity
IS 13311 (Part-II)	Indian standard for non-destructive testing of concrete. Method of testing by rebound hammer.
IS 3370	Concrete structures for storage of liquids
IS 1568	Wire cloth for general purposes
IS 1139	Hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcements
IS 2502	Code of practice for bending and fixing of bars for concrete Reinforcement
SP 24	Explanatory handbook on Indian Standards code for plain and reinforced concrete (IS 456-2000)
IS 2751	Code of practice for welding of mild steel bars used for reinforced concrete work
<b>PLUMBING WORKS</b>	
IS - 4985-88	PVC pipes and fittings for rainwater pipes
IS 7834 – 1987	(SWR Type) fitting
IS 5382	rubber rings
IS 3114-1985 and IS – 1729	Cast iron pipes
IS 782	Lead for caulking
IS : 651	Glazed Stoneware pipes and fittings
IS 226	Structural steel (standard quality)
IS 228	Method of chemical analysis of steels
IS 303	Specification for plywood for general purpose.
IS 432	Specification for mild steel and medium tensile steel bar and hard drawn steel wires for concrete requirement. Part I Mild steel and Medium tensile steel bars. Part II Hard drawn steel wire.
IS 456-2000	Code of practice for plain and reinforced concrete
IS 723	Specification for steel counter sunk head wire nails
IS 961	Specification for structural steel: high tensile steel bars
IS 1977	Specifications for structural steel: ordinary quality
IS 2502	Code of practice for bending and fixing of bars for concrete Reinforcement
IS 3696	Safety Code of scaffolds and ladders:

IS Code No.	Subject
	Part I Scaffolds Part II Ladders
IS 4014	Code of practice for steel (Part I & 2) tubular scaffolding
IS 4082	Recommendation on stacking and storage of construction materials at Site
IS 8989	Safety code of erection of concrete formed structures
IS 9417	Recommendations for welding cold worked steel bars for reinforced concrete construction
<b>STEEL WORK</b>	
IS 226	Structural steel (standard quality)
IS 2062	Steel for general structural purpose
IS 800	Code of practice for use of structural steel in general in steel Construction
IS 806	Code of practice for use of steel Tubes in general building construction
IS 816	Code of practice for use of metal arc welding for general construction in mild steel
IS 818	Code of practice for safety and healthy requirements in electric and gas welding and cutting operations
IS 822	Code of procedure for inspection of welds
IS 1038	Steel doors, windows and ventilators
IS 1081	Code of practice for fixing and glazing of metal (Steel and aluminium) doors, windows and ventilators
IS 1161	Steel tubes for structural purposes
IS 1200 (Pt. VIII)	Method of measurements of steel work and iron works
IS 1367	Technical supply conditions for threaded steel fasteners
IS 1821	Dimensions for clearances holes for bolts and screws
IS 2074	Ready mixed paint, air drying red oxide zinc chrome priming
IS 4736	Hot – dip zinc coating on mild steel tubes
IS 4923	Hollow steel sections for structural use – specification
IS 6248	Metal rolling shutters and rolling grills
IS 7452	Specification for hot rolled steel sections for doors, windows and Ventilators
IS 9147	SPECIFICATION FOR CABLE SEALING BOXES FOR OIL-IMMERSED TRANSFORMERS SUITABLE FOR PAPER-INSULATED LEADSHEATHED CABLES FOR HIGHEST SYSTEM VOLTAGES FROM 12 kV UP TO AND INCLUDING 36 kV
<b>METAL WORK</b>	
Is 226	Specification for structural steel standard quality.

IS 1239	Specification for mild steel tubes, tubular and other and other wrought steel fittings.
<b>IS Code No.</b>	<b>Subject</b>
IS 2713	Part Specification for Tubular steel poles
IS 814	Welding electrodes.
<b>METAL DOORS AND WINDOWS</b>	
IS 451	Technical supply conditions for wood screw.
IS 733	Specification for wrought Aluminium, Aluminium alloys, bars, rods and sections (for general engineering purpose)
IS 737	Specification for wrought Aluminium, alloys, alloys sheet and strip (for general engineering purpose)
IS 1081	Code of Practice for fixing and glazing of metal steel and Aluminium doors, windows and ventilators.
IS 1285	Specification for wrought Aluminium and Aluminium alloy extruded round tube and hollow section (for general engineering purpose)
IS 1948	Specification for Aluminium doors, windows and ventilators
IS 3548	Code of practice for glazing in building
IS 4351	Specification for steel door frames.
IS 5523	Method of testing anodic coating on Aluminium and its alloys.
<b>BRICK WORK</b>	
IS 712	Specification for building limes
IS 1077	Common burnt clay building bricks
IS 1200 (Part 3)	Method of measurements of brick works
IS 2212	Code of practice for brick work (1 <sup>st</sup> Revision)
IS 3495	Method of test for burnt clay building bricks
IS 5454	Methods of sampling of clay building bricks
IS 13757	Specification of burnt clay fly ash bricks
IS 2691	Burnt clay facing bricks
<b>STONE MASONRY WORK</b>	
IS 1121	Methods of test for determination of strength properties of natural building stones. Part 1 Compressive strength Part 2 Transverse strength Part 3 Tensile strength Part 4 Shear strength
IS 1122	Method of test for determination of true specific gravity of natural building stones
IS 1124	Method of test for determination of water absorption, apparent specific gravity and porosity of natural building stones

Is 1127	Recommendations for dimensions and workmanship of natural building
<b>IS Code No.</b>	<b>Subject</b>
	stones for masonry work.
IS 1130	Marble (blocks, slabs and tiles)
Is 1597	Code of Practice for Part Q construction of stone masonry: Rubble stone masonry.
IS 4101 (Part-I)	Code of practice for external facing and veneers: Stone facing
IS 14223 (Part-I)	Polished Building Stones (Part-I) Granite
<b>CONCRETE BLOCK MASONRY</b>	
IS 269	Specification for ordinary and low heat Portland Cement.
IS 383	Specification for coarse and fine aggregates from natural sources for concrete.
IS 456-2000	Code of practice for plain and reinforced concrete.
IS 2185	Specification for concrete masonry units hollow and solid cement blocks.
IS 2572	Code of practice for construction of hollow concrete block masonry.
IS 9103	Specifications for admixtures for concrete
<b>WOOD WORK AND P.V.C. WORK</b>	
IS 204 (Part-I)	Specification for tower bolts (ferrous bolt)
IS 208	Specification for door handles
IS 287	Recommendations for maximum permissible moisture contents of timber used for different purpose
IS 303	Specification for plywood for general purposes
IS 401	Code of practice for preservation of timber
IS 453	Specification for double acting spring hinge
IS 710	Specifications for Marine Plywood
IS 851	Specification for synthetic resin adhesive for construction non-structural) in wood.
IS 852	Specification for animal glue for general wood working purposes.
IS 1003 (Part-I)	Specification for timber paneled and glazed shutter Part-I (Door shutters)
IS 1003 (Part-II)	Specification for timber paneled and glazed shutter Part-II (Window and ventilator shutters)
IS 1141	Code of Practice for seasoning of timber
IS 1200 Part-XIV	Method of measurement of building and civil engg. Work glazing
IS 1200 Part-XII	Wood work and joinery
IS 1328	Specification for veneered decorative plywood
IS 1341	Specification for steel butt hinges
IS 1659	Specification for block boards
IS 1823	Specification for floor door stopper



IS 1868	Specification for anodic coating on aluminium and its alloy
<b>IS Code No.</b>	<b>Subject</b>
IS 2046	-do- Decorative thermosetting synthetic resin bonded laminated sheet
IS 2095	Specification for gypsum plaster board
IS 2191	Specification for wooden flush door shutters (cellular and hollow core) : Part I Plywood face panels Part II Particle board and hard board face panels
IS 2202	Specification for wooden flush door shutter, solid core type Part I Plywood face panels Part II Particles board and hard board face panels
IS 2209	Specification for mortice lock (Vertical Type)
IS 2547	Specification for gypsum plaster
IS 3087	Specification for wood particle board (medium density) for general purpose.
IS 3097	Specification for veneered particle board
IS 3564	Specification for door closer (hydraulically regulated)
IS 3847	Specification for mortice night latch
IS 5930	Specification for mortice latch
IS 7196	Specification for hold fast
IS 8756	Specification for mortice ball catch for use in wooden almirah
IS 9308 (Part-II)	Specification for mechanically extracted coir fibers (Mattress coir fibers)
IS 12817	Specification for stainless steel butt hinges
IS 12823	Specification for wood products – Prelaminated particle Boards
IS 14900	Specifications for transparent float glass
IS 4021	Timber door, windows and ventilator frames.
<b>FLOORING</b>	
IS 269	Specification for ordinary and low heat Portland cement.
IS 383	Specification for Coarse and fine aggregates from natural sources for Concrete
IS 1200 (Part-XI)	Method of measurement of Building and Civil Engineering work (Part 11) paving, floor finishes, dado and skirting
IS 1237-Edition 2.3	Specification for cement concrete flooring tiles
IS 1443	Code of practice for laying and finishing of cement concrete flooring tiles
IS 2114	Code of practice for laying in-situ terrazzo floor finish
IS 2571	Code of practice for laying in situ cement concrete flooring
IS 3622	Specification for sand stone (Slab & Tiles)
IS 4457	Specification for ceramic unglazed vitreous acid resisting tile.
IS 5318	Code of practice for laying of Flexible PVC sheet and Tile flooring
IS 5491	Code of practice for laying in situ granolithic concrete floor topping.

IS 5766	Code of practice for laying of burnt clay brick floor
<b>IS Code No.</b>	<b>Subject</b>
IS 13630 (Part-1 to 15)	Methods of Testing for ceramic tiles
IS 13712	Specification for ceramic tiles, definition, classification characteristic and Marking
IS 15622	Specification for pressed ceramic tile.
<b>ROOFING</b>	
IS 277	Galvanized steel sheets (Plain and corrugated)
IS 651	Glazed stoneware pipes and fittings
IS 1200 (Pt IX)	Method of measurements of building and civil engineering work : Part-9 Roof covering (including cladding)
IS 1200 (Pt X)	Method of measurements of building and civil engineering work : Part-10 ceiling and lining
IS 2095 (Pt-1)	Gypsum plaster boards (Pt. 1) plain Gypsum plaster boards
IS 2835	Specification for flat transparent sheet glass
IS 459	Corrugated and semi corrugated asbestos cement sheet
<b>FINISHING WORKS</b>	
IS 383	Specification for coarse and fine aggregates for natural sources for concrete.
IS 412	Specifications for expanded metal steel sheets for general purposes.
IS 1542	Sand for plaster
IS 1661	Code of practice for cement and cement-lime plaster finishes on walls and Ceilings
IS 2402	Code of practice for external rendered finishes.
IS 8112	Specification for 43 grade OPC
IS 2645	Specifications for integral cement water proofing compound.
IS 1625	Code of practice for preparation and use of lime mortar in buildings
IS 2250	Code of practice for preparation and use of masonry mortars
IS 712	Building limes
IS 1635	Code of practice for field slacking of lime and preparation of putty.
IS 427	Distemper, dry colour as required
IS 428	Distemper, oil emulsion, colour as required
IS 6278	Code of practice for white washing and colour washing
IS 106	Ready mixed paint, brushing, priming for enamels for use on wood.
IS 102	Ready mixed paint, brushing, red lead, non- setting, priming
IS 123	Ready mixed paint, brushing, finishing, semi-gloss, for general purposes
IS 1477	Code of practice for painting of ferrous metals in buildings
IS 2074	Ready mixed paint, red oxide-zinc chrome priming

IS 2339	Aluminium paint for general purposes in dual container
<b>IS Code No.</b>	<b>Subject</b>
IS 2932	Enamel, synthetic, exterior, type 1
	(a) under coating,
	(b) finishing, colour as required
IS 137	Specification for ready mixed paint, brushing, matt or eggshell flat finishing interior to Indian Standard colour as required
IS 133	Specification for enamel, interior
	(a) under coating
	(b) finishing.
IS 110	Specification for ready mixed paint, brushing, grey filler for enamel for use over primers
IS 533	Specification for gum spirit of turpentine (oil of turpentine)
IS 101	Methods of tests for ready, mixed paint, & enamels
IS 124	Specification for ready mixed paint, brushing finishing semi glossy for
(Part I) general purposes	
IS 2933	Enamel, Exterior
(a) Under Coating	
(b) Finishing	
IS 5410	Cement Paint
IS 5411	Plastic emulsion, Paint Part- I for interior use
IS 419	Specifications for putty for use in window frames
<b>ROAD WORK</b>	
IS 164	Ready mixed paint for road marking
IS 278	Specification for galvanized steel barbed wire for fencing
IS 1838 (Pt.1)	Specification for performed filters for expansion joint in concrete pavements and structures (non extruding and resilient type / bitumen impregnated fibre)
IS 73	Paving bitumen with bitumen felts
IS 73-1992	Specification for paving bitumen
IS 1203	Method of testing tar and bituminous material Determination of Penetration
<b>WATER SUPPLY, SANITARY INSTALLATIONS &amp; DRAINAGE</b>	
IS 771 (Pt.1)	Specification for glazed fire clay sanitary appliances: part 1: General Requirements
IS 1536	G.I. Pipes class conforming to IS 1536 with necessary joints & fittings.
IS 1703	Water fittings – copper alloy float valves (horizontal plunger type) – Specification

IS 1729	Cast iron / Ductile iron Drainage Pipes and pipe fittings for Over ground non-pressure pipe line Socket and Spigot Series
<b>IS Code No.</b>	<b>Subject</b>
IS 1795	Specification for pillar taps for water supply purposes
IS 2326	Specification for Automatic Flushing Cisterns for Urinals (Other than plastic cisterns)
IS 2548 (Part-1)	Plastic seats and covers for water closets Part 1 : Thermo set seats and covers – Specifications
IS 2548 (Part-2)	Plastic seats and covers for water closets Part 2 : Thermoplastic seats and covers specification
IS 2556	Vitreous sanitary appliances (vitreous chine) – Specifications
IS 2556 (Part-1)	Part-1: General requirements
IS 2556 (Part-2)	Paart-2 : Specific requirements of wash-down water closets
IS 2556 (Part-4)	Part-4 : Specific requirements of wash basins
IS 2556 (Part-6)	Part-6 : Specific requirements of Urinals & Partitions plates
IS 2556 (Part-7)	Part-7 : Specific requirements of accessories for sanitary appliances
IS 2963	Specification for copper alloy waste fittings for wash basins and sinks
IS 3076	Specification for low density polyethylene pipes for potable water Supplies
IS 4827	Specification for electroplated coating of nickel and chromium on copper and copper alloys
IS 4984	Specification for high density polyethylene pipes for potable water Supplies
IS 4985	Unplasticized PVC pipes for potable water supply – Specifications
IS 7231	Plastic flushing cisterns for water closets and urinals – Specifications
IS 13983	Stainless steel sinks for domestic purposes – Specifications
IS 774	Specification for flushing cistern for water closets and urinals
IS 775	Specification for cast iron brackets and supports for wash basins and sink.
IS 778	Specification for cast copper alloy gate and check valves for water works.
IS 651	Specification for salt glazed stoneware pipes and fittings.
IS 3597	Method of test for concrete pipes
IS 1239	Mild steel tubes and tubulars
IS 1711	Self closing taps
IS 1726	Cast iron manhole covers and frames intended for use in drainage works
IS 1742	Code of practice for building drainage
IS 2065	Code of practice for water supply in buildings
IS 2470	Code of practice for design and construction of septic tank

IS 2693-1979	Non-ferrous waste fittings for wash basins and sink
IS 4127	Code of practice for laying of glazed stoneware pipes
<b>IS Code No.</b>	<b>Subject</b>
IS 4346	Washers for water taps for cold water services
IS 778	Gun metal gate, globe and check valves for water services
IS 7634	Laying and jointing for polythene pipes and PVC pipes (Part I to III)
IS 8008 Part I	Specification for injection Moulded HDPE fittings for potable to IV) water Supplies
IS 3844	Code of practice for installation of internal fire hydrants in multi storey Buildings
IS 780	Specification for sluice valves for water works purposes (50 to 300 mm size)
IS 781	Specification for cast copper alloy screw down bib taps and stop valves for water services
IS 782	Specification for caulking lead
IS 909	Underground fire hydrant, sluice valve type – Specification
IS 2692	Ferrules for water services – Specification
IS 15450	PE-AL-PE Pipes for hot and cold-water supplies – Specifications
IS 15778	Chlorinated Polyvinyl Chloride (CPVC) pipes for potable hot and cold water distribution supplies – Specifications
IS 1230	Cast iron rain water pipes and fittings
IS 1626	Asbestos cement building pipes, gutters and fittings (Spigot and socket type)
IS 2527	Code of practice for fixing rainwater gutters and downpipes for roof Drainage
IS 458	Pre-cast concrete pipes (with and without reinforcement)
IS 783	Code of practice for laying concrete pipes
IS 1728	Specification for Cast Iron Manhole Covers and Frames
IS 4127	Code of practice for Laying of Glazed Stone Ware Pipes
IS 12592	Pre-cast Concrete Manhole Covers and Frames-Specifications
IS 5382	Specification for rubber sealing rings for gas mains, water mains and Sewers
IS 13592	Unplasticized polyvinyl chloride (UPVC) pipes for soil and Waste discharge system for inside and outside building
<b>ALUMINIUM WORK</b>	
IS 733	Wrought Aluminium Alloys, Bars, Rods and Sections (For General Engineering Purposes) – Specification
IS 737	Wrought Aluminium and Aluminium alloy sheet
IS 1285	Wrought Aluminium and Aluminium Alloy, Extruded Round Tube and Hollow sections (for General Engineering Purposes) – Specification

IS 1868	Anodic coating on Aluminium and its alloy – Specification
<b>IS Code No.</b>	<b>Subject</b>
IS 1948	Specification for Aluminium Doors, Windows and Ventilators
IS 5523	Method of testing anodic coating on Aluminium and its alloys
IS 6012	Measurement of coating thickness by Eddy Current Method
IS 6315	Floor springs (Hydraulic regulated) for heavy doors – Specifications
IS 6477	Dimensions of extruded hollow section and tolerances
IS 14900	Transparent Float Glass – Specifications
<b>WATER PROOFING TREATMENT</b>	
IS 9103	Specification for Admixtures
BS 5075	Specification for Admixtures
IS 2284	Specification to Bitumen primer for use in water proofing.
IS 3370 (Part 1)	Code of practice for concrete structures for the storage of liquid : Part-1 General Requirements
<b>STRUCTURAL STEEL WORKS</b>	
IS: 800	Code of practice for general construction in steel
IS: 808	Dimensions of hot rolled steel beam, column channel and angle sections
IS: 813	Scheme of symbols for welding.
IS: 814	Covered electrodes for manual metal arc welding of Carbon and carbon-manganese steel.
IS: 816	Code of practice for use of metal arc welding in general mild steel construction.
IS: 817	Code of practice for training and testing of metal arc welders.
IS: 818	Code of Practice for safety and health requirements in electric and gas welding and cutting operations
IS: 822	Code of procedure for inspection of welds
IS: 823	Code of procedure for manual metal arc welding of mild steel
IS: 1030	Carbon Steel castings for general engineering purposes
IS: 1161	Steel tubes for structural purposes
IS: 1181	Qualifying tests for metal arc welders
IS: 1182	Recommended practice for radiographic examination of fusion welded butt joints in steel plates
IS: 1363 (1&2)	Hexagon head bolts and nuts of product grade C
IS: 1364 (1-5)	Hexagon head bolts and nuts of product grade A and B
IS: 1367 (1-20)	Technical supply conditions for threaded steel fasteners
IS: 1387	General requirements for the supply of metallurgical materials
IS: 1477 (1 & 2)	Code of Practice for painting ferrous metals in buildings
IS: 1599	Method for bent test
IS: 1608	Mechanical testing of metals – tensile testing

IS: 1730	Steel plates, sheets and strips and flats for general engineering purposes
<b>IS Code No.</b>	<b>Subject</b>
	– dimensions
IS: 1852	Rolling and cutting tolerances for hot rolled steel products
IS: 2004	Carbon Steel forgings for general engineering purposes
IS: 2016	Plain washers
IS: 2062	Steel for general structural purposes – (supersedes IS: 226)
IS: 2595	Code or practice for radiographic testing
IS: 3502	Steel chequered plates
IS: 3613	Acceptance test for wire flux combination for submerged arc welding
IS: 3640	Hexagon fit bolts
IS: 3658	Code of practice for liquid penetrant flaw detection
IS: 3664	Code of practice for ultrasonic pulse echo testing by contact and immersion methods
IS: 3696	Safety codes for scaffolds and ladders
IS: 3757	High strength structural bolts
IS: 4353	Submerged arc welding of mild steel and low alloy steels – Recommendations
IS: 4923	Hollow steel sections for structural use
IS: 5334	Code of practice for magnetic particle flaw detection of welds
IS: 5372	Taper washers for channel
IS: 5624	Foundation bolts
IS: 6610	Heavy washers for steel structures
IS: 6639	Hexagon bolts for steel structures
IS: 7205	Safety code for erection of structural steelwork
IS: 7215	Tolerances for fabrication of steel structures
IS: 7293	Safety code for working with construction machinery
IS: 9595	Metal arc welding of carbon and carbon manganese steels – Recommendations
IS: 12843	Tolerances for erection of steel structures
SP: 34	Handbook of concrete reinforcement and detailing
<b>AUTOCLAVED CELLULAR (AERATED) CONCRETE BLOCK MASONRY</b>	
IS 269	Specification for ordinary and low heat portland cement
IS 383	Specification for coarse and fine aggregate
IS 455	Specification for portland slag cement
IS 456	Code of practice for plain and reinforced concrete for general building Construction
IS 1200	Measurement for Building works
IS 1905	Code of practice for structural safety of buildings Masonry walls.

IS 2116	Sand for masonry mortar
<b>IS Code No.</b>	<b>Subject</b>
IS 2185 (Part 3)	Specification for concrete masonry units : Autoclaved Cellular Aerated concrete blocks
IS 2250	Code of practice for preparation & use of masonry mortars.
IS 2645	Specification for integral cement waterproofing compounds
IS 3025	Method of sampling and test for Water
IS 3414	Code of practice for design and installation of joints in buildings.
IS 3466	Specification for Masonry Cement for masonry mortar
IS 4082	Recommendation on stacking and storage of construction materials at site.
IS 6041	Code of practice for construction of Autoclaved cellular concrete block masonry.
IS 6042	Code of practice for construction of Light weight concrete block masonry.
IS 8112	Specification for 43 grade ordinary Portland cement
IS 9103	Specification for admixtures for concrete
<b>PAINTING AND POLISHING</b>	
IS: 35	Zinc oxide for paints
IS: 63	Whiting for Paint & putty.
IS: 75	Specification for Linseed oil, raw & refined.
IS: 82	Method of sampling and test for thinners and solvent for paints
I.S. 101 (all parts)	Methods of sampling and tests for paints, varnishes and related Products
I.S. 104	Ready mix paint, brushing, zinc chrome, priming
I.S. 109	Cement primer codes
I.S. 133	Enamel, Interior : (a) Undercoating (b) Finishing – Specification
IS: 159	Specification for ready mixed paint, brushing, acid resistant.
I.S. 164	Specification for ready mixed paint for road marking
I.S. 168	Ready mixed paint, air drying, for general purpose – Specification
IS: 345	Specification wood filler, transparent, liquid.
IS: 426	Specification for paste filler for colour coats.
IS: 427	Specification for Distemper, dry colour, as required.
IS: 428	Specification for Distemper, Oil Emulsion, colour as required.
IS: 533	Specification for Gum spirit of Turpentine (Oil of Turpentine)
IS: 710	Marine Plywood
IS: 1200 (Part XIII)	Method of Measurement of Building & Civil Engg Works - White Washing, colour washing, distemping & other finishes.



IS: 1303	Glossary of terms relating to paints
<b>IS Code No.</b>	<b>Subject</b>
IS: 1477 (Part 1)	Code of practice for painting of ferrous metals in buildings Pre-Treatment
IS: 1477 (Part 11)	Code of practice for finishing of ferrous metals in buildings. Painting
IS: 2074	Red oxide zinc chromate primer codes
IS: 2338 (Part 1)	Code of practice for finishing of wood and wood based materials Operations and workmanship for finishing.
IS: 2338 (Part 11) :	Code of practice for finishing of wood and wood based materials, Schedule
IS: 2395 (Part 1) :	Code of practice for painting concrete masonry and plaster surfaces. Operation & workmanship
IS: 2395 (Part 11)	Code of practice for painting concrete, masonry and plaster surfaces Schedule.
IS: 2524 (Part 1)	Code of practice for painting of non-ferrous metal in buildings Pre-treatment.
IS: 2524 (Part II)	Code of practice for painting of non-ferrous metal in buildings Painting.
IS: 3140	Code of practice for painting asbestos cement buildings.
IS: 3537	Specification for ready mixed paint, finishing, interior for general purposes to IS colour.
IS: 5410	Specification for cement paints, colour as required.
IS : 6278	Code of practice for white washing & colour washing.
I.S. 5411 (Part 1)	Plastic Emulsion Paint for interior use
I.S. 5411 (Part 2)	Plastic Emulsion Paint for exterior use
I.S. 9954	Pictorial surface preparation standards for painting of steel surfaces
I.S. 13607	Ready mixed paint, finishing general purposes, Synthetic – specification
I.S. 14589	Zinc priming paint, epoxy based two pack – specification
I.S. 14925	Epoxy resin for paints – specification
<b>ELECTRICAL WORKS</b>	
IS/IEC: 60898-1	Circuit Breakers for AC system
IS : 8084	Busbars and Busbar connections
IS : 3043	Code of Practice for Earthing
IS : 10118 Part II	Code of Practice for installation of switchgear
IS : 3106	Code of Practice for Selection, Installation and Maintenance of Fuse (upto 650 Volts)
IS : 3202	Climate Proofing of Electrical Equipment
IS : 3427	Metal enclosed Switchgear and Control Gear.
IS : 3837	Accessories for rigid steel conduits.

IS : 4047	Heavy Duty Air Break Switches and Composite Switch Fuse Units for Voltage not exceeding 100 Volts.
<b>IS Code No.</b>	<b>Subject</b>
IS : 4064	Switch Fuse Units for Industries etc.
IS : 4237	General requirements for switchgears not exceeding 1000 Volts.
IS : 4615	Switch Socket Outlets.
IS : 1646	Code of Practice for fire safety of buildings (General) Electrical Installation.
IS : 3480	Flexible steel conduits for electrical wiring.
IS : 3419	Specifications for fittings for rigid PVC non-metallic conduits.
IS : 8130	Conductors for insulated electric cables and flexible cord.
IS : 9537	Specification for conduits for Electrical Installations.
IS : 14772	(Part-I) Sheet Steel Boxes
IS : 371	Ceiling roses (Second revision)
IS : 5216	Guide for safety procedures and practices in electric work.
IS : 5578	Guide for marking of insulated conductors
IS : 5820	Pre-cast concrete cable covers.
IS : 14930	Conduit Systems for Electrical Installations (Part 2 Particular Requirements)
IS : 5908	Method of measurement of electrical installation in building.
IS : 6381	Specifications Electric Apparatus for Explosive gas Atmospheres-Increased Safety
IS : 9921	Isolator and Earthing Switches
IS: 10322 (Part 5)	Flood Lights
IS : 2147	Degree of Protection provided for enclosure for Switchgears.
IS : 10118	HRC Cartridge Fuse Units upto 650 Volts.
IS : 2251	Code of Practice for Danger Notice Plates.
IS : 2268	Call Bells / Buzzers.
IS : 732	Code of Practice for wiring installation (exceeding 650 Volts).
IS : 3854	Switches for domestic and similar purpose.
IS : 3212	Engineer's drawing Instruments lengthening Bars
IS : 2309	Code of Practice for Lighting Protection.
IS : 2418	Tabular fluorescent lamps for General Lighting Service.
IS : 9537 (Part 3)	PVC Electrical Conduits.
IS : 9135	A.C. Circuit Breakers.
IS : 2667	Fittings for rigid steel conduits for electric wiring.
IS : 2675	Enclosed distribution fuse boards cutouts for voltage upto 1000 Volts.
IS : 2705	Current Transformers.
IS : 3070	(Part-III) Lighting Arrestors.

IS : 2834	L.T. Capacitors.
BS : 162	Electric Power Switchgear for Indoor and Outdoor Installation.
IEC : Pub 26	Circuit Breakers.
<b>IS Code No.</b>	<b>Subject</b>
IS : 374	Ceiling Fans.
IS : 375	Marking and arrangements for switchgears Boards Main Connections and Auxiliary Wiring.
IS : 415	Tungsten Filament Lamps.
IS : 694	PVC insulated cable and cords for Power / Lighting.
IS : 722	Three Phase Watt Hour meters with MDI.
IS : 732	Electrical wiring installation (upto 650 Volts)
IS : 1087	Single pole tumbler switch 5 Amps.
IS : 1248	Direct acting Electrical Indicating Instruments.
IS : 1293	3 Pin Plugs and Socket Outlets.
IS : 1554	PVC Insulated Cables - Heavy Duty.
IS : 1567	Metal Clad Switches upto 100 Amps.
IS : 1651	Lead Acid Cell Batteries
IS : 1653	Rigid Steel Conduits for Electric Wiring.
IS : 1771	Industrial Light Fitting with Accessories.
IS : 6946	Pliable (flexible) non-metallic conduits for Electricals.

#### 4. LIST OF APPROVED MAKES / MANUFACTURERS

No	Description of Item	Recommended make / Manufacturers
<b>A</b>	<b>CIVIL, STRUCTURAL &amp; INTERIOR FINISHING WORKS</b>	
<b>A1</b>	<b>Concrete / Structural Works</b>	
i)	Ordinary Portland Cement (Grey cement)	ACC / Gujarat Ambuja / Grasim Industries/ Birla/ Ultratech/L&T/ Binani
ii)	Portland Slag Cement	Grasim / ACC /Gujarat Ambuja
iii)	Portland Pozzolona Cement	Ultra-tech / ACC /Gujarat Ambuja
iv)	White cement	Birla white / JK White / Ultratech White
v)	HYSD bars & Structural Steel	TATA Steel/ SAIL / RINL / VIZAG STEEL / JINDAL/ METAROLL
vi)	Mechanical splicing couplers	Jianmao Bldg. Technology Pvt. Ltd. / G-Tech Splicing
vii)	Stainless Steel	Salem Steel / Indalco
viii)	High Tensile bolts	Unbrako / GKW / Fischer /Hilti
ix)	Ready Mix Concrete	Swastik Infralogics Private Limited /ACC / Ultratech / Lafarge / Reliance/RMC
x)	Plasticizers, Non Shrink grout.	BASF / Fosroc / Sika/ ESSEN
xi)	Polysulphide sealing compound	BASF / Fosroc / Sika / ESSEN
xii)	Premoulded compressible filler board	Duraboard HD100
<b>A2</b>	<b>Masonry</b>	
i)	Cement Concrete Blocks	Prayosa / Conwood / Automatic / Ved PMC / Conwood
ii)	Autoclaved Aerated Concrete / Light Weight Blocks (AAC Blocks)	Siporex / Aerocon / Biltech / Universal / CEEF pro / Ecolite
<b>A3</b>	<b>Plastering Works</b>	
i)	Ready-mix Plaster	Ultratech Cement Ltd. / Roofit / Ramco
ii)	Cement Based Wall Putty:	Laticrete / Asian Paint / J K Putty / Altek / Saint Gobain / Birla / US Gypsum
<b>A4</b>	<b>Flooring /Paving</b>	
i)	Vitrified Tiles	Johnson / RAK / Murudeshwar Ceramics Ltd. (Navin) / Kajaria / Nitco
ii)	Ceramic Tiles	Johnson / Kajaria / Nitco/ Somany / Orient
iii)	Concrete Paver Blocks	Vyara / Dazzle / Basant Beton / Green Concrete / Techno Concrete / Conwood / Automatic
iv)	Paver Tiles	Basant Beton / Dazzle / Pavit

No	Description of Item	Recommended make / Manufacturers
v)	Floor hardeners- Dry shake / Liquid non-metallic	BASF / FOSROC / SIKA / ESSEN
vi)	Tile Adhesive	Bal adhesive / Laticrete / Pidilite
<b>A5</b>	<b>Water Proofing System</b>	
i)	Integral Water proofing compound	BASF/FOSROC/SIKA/ ESSEN/ Sunanda
ii)	Membrane waterproofing system	BASF/FOSROC/SIKA / ESSEN
iii)	Chemical / Cementitious waterproofing system	BASF/FOSROC/SIKA / ESSEN
<b>A6</b>	<b>Wood Works /Joinery/ Doors &amp; Windows</b>	
i)	Flush door	Anchor / Kutty / Century / Greenply/ Duraboard / Kitply
ii)	Wooden Fire rated doors	Promat
iii)	Steel Fire rated doors	Shakti meta door / Signum / Steelage
iv)	Aluminium /Doors/Windows Sections	Hindalco / Indal / Jindal / Bhorkha
v)	PVC/FRP Doors	Deep Doors / Fibroplast – Latur / Everest
vi)	Rolling Shutter	Swastic/Standard /Shubdwer
vii)	Plywood (BWP Marine Grade)	Century / Anchor / Associate / Greenply / Kitply / Kenwood
viii)	Marine grade Block Board	Century / Anchor / Associate / Greenply / Kitply / Kenwood
ix)	Laminated sheet	Greenply / Formica / Decolam / Royal touché / Signature / Merino.
x)	Metal Laminate	Metlam manufactured by Homapol
xi)	Acrylic sheet	ICI / GE
xii)	Veneers	Century / Associate / Greenply / Durian / Anchor / Timex / Archid / Donear / Euro
xiii)	Glass	Saint Gobain / Ashai / Modi Glass
xiv)	Door Hardware	EVERITE / EBCO / ECIE / HARDWYN
<b>A7</b>	<b>Painting</b>	
i)	Plastic Emulsion, Acrylic distemper & Oil bound distemper	Akzonobel / Asian Paints /Jotun/ Berger/ Nerolac
ii)	Interior Textured Paints	Oikos, Caprol,

No	Description of Item	Recommended make / Manufacturers
iii)	Acrylic Weather shield paint	Akzonobel / Asian Paints
iv)	Synthetic Textured Paint	Spectrum / Renovo
v)	Premium Textured Exterior Paint	Terraco India Ltd. / Spectrum
vi)	Synthetic Enamel Paints & Primer	ICI (Akzonobel) / Asian Paints / Goodlass Nerolac / Berger
vii)	Epoxy Paint	ICI (Akzonobel) / Asian Paints / Jotun
viii)	Steel Protection System:	Akzonobel / Jotun
ix)	Fire Retardant Paint & Primer	ICI (Akzonobel)/Promat
x)	PVDF Coating, Polyester Powder coating	Akzo Nobel / Jotun
<b>A8</b>	<b>Miscellaneous</b>	
i)	Chemical / Mechanical Anchor Fasteners	Hilti / Fischer / MKT (Germany)
ii)	Fire Stops	Hilti / Promat / 3m India
<b>B</b>	<b>PLUMBING WORKS</b>	
1	SANITARY APPLIANCES & FITTINGS	Hindware / Parryware / Cera/ Jaguar
2	THERMOPLASTIC PIPES & FITTINGS	Finolex, Reliance
2.1	PPRC Type-3	Finolex / Supreme / Astra / Aquaplast
2.2	PVC-U (Polyvinyl Chloride)	Corsan, Finolex, Fusion, George Fisher, Garware, Reliance, Global Plasto
2.3	PVC-C (Polyvinyl Chloride)	Astral, Corsan, Flowguard, George Fisher, Reliance, Global Plasto
3	DRAINAGE PIPES & FITTINGS	
3.1	CI – SWR	BIC, Kapilansh, NECO, Electrosteel
3.2	PVC-U	Finolex, Prince, Supreme;
3.3	PVC- Underground	Astral, Prince, Supreme;
3.4	Cement Pipes	IHP, Pranali, Patel, Prima, JK, Huma
3.5	Stoneware	Burn, Girco, Perfect, Rajura, Huma
4	VALVES	
4.1	Butterfly valves	Audco, KSB,C&R
4.2	Ball valves	Leader, Zoloto, C&R, Hawa, AM
4.3	Kitchen Sink	Nirali / Hindustan / Hindware, Prince Racold, Anjali
4.4	Plumbing Fixtures	Gem / Seiko / ESS
4.5	Air Release valve	Commercial, Dewarance, Hawa, Kitz, Leader
4.6	Non Return valve/ BIB Cock, Pillar Cock	Audco, Kitz, KSB, Zoloto, Kirloskar, IVC

No	Description of Item	Recommended make / Manufacturers
<b>C</b>	<b>ELECTRICAL WORKS</b>	
1	Low Tension, 415 Volts AC Air Circuit Breaker, 3/4 Pole 50 Hz. 65 KA-STR. Micro Processor Based	MERLIN GERIN MASTERPACT/SIEMENS 3WL/L&T "U" POWER/Phillips/ ABB (EMAX)
2	Low Tension, XLPE Armoured, 1.1 KV grade, Aluminium/Copper conductor cables type A2XFY/YRY.	PRIME CAB/PAGODA UNIVERSAL CCI/FINOLEX/PAGODA/ Phillips / Anchor/POLYCAB
3	Low Tension, TPN SFU with HRC fuses, 415 Volts, AC, 3 Phase, 50 Hz.	ABB/ GE POWER SIEMENS/L&T
4	Low Tension, TP, Moulded Case Circuit Breaker, 415 Volts AC, 3 Phase 50 Hz., 50 KA-STR. Microprocessor/Thermal Release	MERLIN GERIN SIEMENS/ABB/ MDS LEGRAND/ L&T/GE
5	Low Tension, Gas Filled Capacitors 440 Volts, 50 Hz., 3 Phase	EPCOS INDIA/GE POWER/ EASY PACT CVS (Schneider Electrical)
6	Indicating Lamps Holders with LED type lamps.	ALTOS/MIMIC TECHNIK/SIEMENS
7	Selector Switches for Ammeter/Voltmeter.	SILZER/KAYCEE / FLEX – CORE
8	Load Managers, Digital type Ammeters, Voltmeters, PF meters, Frequency Meters.	DIRIS/TRINITY/ L&T/ENERCON /HOBUT
9	Digital Energy Meters.	DIRIS/ENERCON/L&T/TRINITY /HTC / Schneider
10	Micro Processor Relays	ABB/SEGC/L&T/GE POWER/ SIEMENS/ SIGMA
11	Panel wires, Gray/Black colour in 660/1100 Volts grade (FR).	RR KABEL/HELU KABEL/ ORIENT CABLES
12	Cable Glands – Siemens Single Compression type (Flame proof)	COMMET/BRACO / CCG/FCG/ Brass Siemens
13	Lugs, Crimping type tinned copper heavy duty only.	DOWELL'S/HELU/T. LUG
14	HRC Control fuses with bakelite/type moulded fuse holders.	GE/SIEMENS/L&T
15	Push Button Stations type, in different colour codes.	TECHNIK/SIEMENS/VAISHNAV/ NEMA Swithgear
16	Terminal Blocks, Push On type.	WAGO/HELU /ELEMEX/FULCON/ SALZER
17	MS fabricated Panels	ARROW NGINEERS/ZENITH ENGG/ EMP Metal/ Excel

No	Description of Item	Recommended make / Manufacturers
18	Sandwich type Bus Duct and Rising Mains	CONTROL AND SWITCHGEAR/ MERLIN GERIN/SIEMENS/GE POWER
19	Starters/Contactor/ Timers.	MERLIN GERIN/SIEMENS/ABB / AUTOMATION
20	Miniature Circuit Breaker of 10 KA Breaking Capacity and Boards.	MERLIN GERIN/ABB/L&T HAGER/MDS-LEXIC/SIEMENS/GERAD ELECTRIC
21	CTs 1100 Volts grade Cast Resin Only (Rating Plate as per IS - 2705)	AUTOMATIC ELECTRIC/KAPPA/RECO
22	Automatic Power Factor Relay (Microprocessor Based) With 3 Phase CT Sensing	BELUCK MODEL BLRCA -14/TRINITY
23	Load Manger with RS 485 Port & Software	DIRIS/TRINITY ENERCON
24	All Light Fittings	PHILIPS/THORN/TULIP/GE
25	GI Conduits.	VIMCO/BEC/ Techno Flex / IMV
26	GI Conduit Accessories	VIMCO/P&I/Steel mark / Precision
27	FR Wires in 660/1100 Volts grade for point wiring.	HELU KABLE/RR KABLE
28	Single Pole Switches and Sockets 6/16 Amps. Modular Type.	CRABTREE/MDS-LEGRAND/MK/ CLIPSAL
29	Ceiling Fan	CROMPTON/USHA/ORIENT/ Havel/ Bajaj
30	Exhaust Fan.	CROMPTON/GEC/ Havel/ USHA
31	Steel Briaded FR Cables	HELU KABLE/POLYCAB/ Steolite Technologies
32	Fixtures suitable for CFL.	PHILIPS/THORN/TULIP/GE
33	Lamps/Tubes.	PHILIPS/OSRAM/ GE/ HPL
34	Outdoor Lighting.	PHILIPS/ SCHREDER/THORN/TULIP/GE/ DECON
35	Halogen Light Fixtures.	PHILIPS/INTERCRAFT OCCHIO/H.K. Electric Co.
36	Telephone Sockets	MOLEX/CRABTREE/LEGRAND
37	Data Cables. Cat-6	AVAYA/MOLEX/ Steolite/ SIEMEN
38	Computer Data Sockets and related Hardware.	HEILIND/MOLEX
39	Cables (Telephones)	FINOLEX/ITL DELTON/HPL/KCL
40	Electronic Ballast for Light Fittings as per Technical Specifications	PHILIPS/ATCO/OSRAM/SYLVANIA
41	Telephone Tag Block.	KRONE /MALSON
42	Hand/Face Drier	ASKON/AUTOMATS/DIHOOR ASHRA MARKTING/Fast Dry
43	Inter Lock Switch Sockets	SCAME/GEWISS/HTCN



No	Description of Item	Recommended make / Manufacturers
44	Speakers for Music System	BOSH/SPEAKER CRAFT/BOSE
45	Amplifiers	AHUJA/PHILIPS/BIAMPS
46	3 CD/DVD Players	SONY/PHILIPS/TECHNIC PANASONIC
47	Microphones	PHILIPS/AUDIO TECHNICA/AHUJA
48	CRCA Sheets for Panels/Bus Duct/Rising Mains 10 SWG/14 SWG/16 SWG	JINDAL/TATA RAYMOND
49	MS Welding Rods	ADVANI OERLICON/ MAGNATE
50	All type of Fasteners	HILTI/FISHER/DUPLEX/ GWR
51	Paints & Primers	ASIAN/DUCO/BERGER
52	Industrial Plug & Socket Interlock Type	LEGRAND/GEWISS MULLER/MERIN GRIN
53	Mild Steel	TATA/JINDAL/ISPAT
54	Ni-Cd Battery	EXIDE/HBLNIFE/ AMCO
55	Wood Screws	NITTLE FOLD/HILTI/ FISCHER
56	GI Bolted Cable Trays & Perforated Trays	PROFAB/SADHANA/METALAM/OM INDUSTRIES/SHIVSHAKTI
57	Equipment Rack With Top Exhaust, Power Strip, Glass In front with Locking arrangement.	RITIAL/VERO PRESIDENT/PRECISION
58	Rigid PVC Pipes 2.0 mm Wall Thickness And Accessories	PRECISION/CIRCLE-ARK/ UNIVERSAL
59	High mast	Philips/ Bajaj/ CG
60	LED Street Lights Input Voltage 85-264 V AC	Technik/Syska/ SIKCO/ HAVELS
61	LED lamps	Crompton make Pharox/ Syska/ DELTA/ TOSHIBA.
62	Transformer	Crompton / Voltamp / Universal/Telewane
63	HT Panel Sf6 only	Schneider / Siemens / ABB
64	Any other Item.	SAMPLE FOR APPROVAL OF THE CONSULTANTS
<b>D</b>	<b>ELEVATOR / LIFT INSTALATION WORKS</b>	
1	Elevator / Lift	OTIS/Schindler/Thyssen-Krupp /Toshiba /Kone

## 5. General Safety Provisions

### 5.1. Electrical Safety

All cabling and installation shall comply with the appropriate statutory requirements given below and shall be subject to approval of the TCDAICL/ PMC/ Electrical Engineer.

- a) The Electricity Act, 1910 (as amended in 2003)

- b) Electricity (Supply) Act, 1948
- c) Indian Electricity Rules, 1956 (as amended in 2005)
- d) National Electric Code 1985 (as amended in 2005)
- e) Other relevant rules of Local Bodies and Electricity Boards

After installation of the electrical power wiring works by the SPV Company, form of completion certificate as per IS: 732 – 1989 (Reaffirmed in 2005) shall be submitted by the SPV Company duly signed by the authorized valid licensed electrical SPV Company and /or supervisor along with one copy of the SPV Company's license and/or competency certificate of supervisor issued by the Electricity Board/Government Electricity Organizations as per the enclosure.

## **5.2. Personal Protective Equipment:**

The SPV Company shall take adequate steps to ensure proper use of equipment by those concerned.

Safety Helmet	: IS: 2925-1984 (Reaffirmed 2000)
Safety Goggles	: IS: 5983-1980 (Reaffirmed 2002) or EN 166:2001
Full body harness safety belt	: IS: 3521-1999
Ear Muff / Ear Plug	: IS: 69961973 (Reaffirmed 1998) or EN 352-1:2002 and EN 352-2:2002 or
Face shield	: IS: 8521 (Part II) – 1977 (Reaffirmed 2002) IS: 8521 (Part I) –1994 (Reaffirmed 2002) or EN 175F
Fall arrestor	: EN 353-2:2002
Respirators	: IS: 15321 – 2003, IS: 15322 – 2003
Safety shoes	: IS: 15298 – 2002
Hand gloves	: IS: 4770 – 1991 (Reaffirmed 2001)

## **5.3. REFERENCES:**

The SPV Company shall take note of these references and shall adhere these rules & regulations during construction period and thereafter in O & M period.

- Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998
- Factories Act, 1948

- Operation and Maintenance Manual of Mobile Tower Crane (MTC-3625 of M/s Action Construction Equipment Ltd.)
- Operation and Maintenance Manual of Batching Plant (CP30 of M/s Schwing Stetter)
- Operation and Maintenance Manual of Concrete Pump (M/s Putzmeister)
- SP32:1986 (Hand Book on Functional Requirements of Industrial Buildings -Lighting & Ventilation)
- SP53:1992 (Hand operated hand tools Safety code for the use, care and protection)
- SP70:2001 (Handbook on Construction safety practices)
- IS: 732 – 1989 (Reaffirmed 2005) Code of Practice for Electrical Wiring Installations
- IS: 818-1968 (Reaffirmed 2008) Code of Practice for Safety and Health Requirements in Electric and Gas Welding and Cutting Operations.
- IS: 1991 - 1987 (Part 1 to 10) (Reaffirmed 2002) Safety Requirements for the Use, Care and Protection of Abrasive Grinding Wheels
- IS:2190-1992 (Reaffirmed 2007) Selection, Installation and Maintenance of First aid Fire Extinguishers - Code of Practice
- IS: 3043 – 1987 (Reaffirmed 2001) Code of Practice for Earthing.
- IS:3696-1987 (Reaffirmed 2002) Safety Code for Scaffolds and Ladders (Part 1 - Scaffolds)
- IS:3696-1991 (Reaffirmed 2002) Safety Code for Scaffolds and Ladders (Part 2 -Ladders)
- IS: 4082-1996 (Reaffirmed 2003) Stacking and storage of construction materials and components at site
- IS:4379-1981(Reaffirmed 2007) Identification of the Contents of Industrial Gas Cylinders
- IS: 5216-1982 (Reaffirmed 2010) Recommendations on safety Procedure and Practices in Electrical work; Part – I: General; Part – II: Life Saving Technique
- IS: 10302 – 1982 (Reaffirmed 2005) Unified Nomenclature for Workmen for Civil Engineering
- IS: 11057 – 1984 Specification for Industrial Safety Nets
- Workmens Compensation Act, 1923
- Industrial Dispute Act, 1947 and Industrial Dispute (Amendment) Act, 2010
- Relevant provisions regarding insurance of labour for Thane URS and staff.

## **6. Landscaping:**

Preparation of landscaping plan including parks, plantation and execution of the same with following:

- B. **The development of park:** water hydrants, grassing creeper planting trees etc. complete as per Municipal Corporation as per specification and drawing approved by the prescribed authority of ULB. It shall be noted that trees planted shall be of local nature and one particular kind of tree shall be promoted in one particular sub-sector, so that such sub- sector has separate identity. SPV Company shall develop plan of a sub-sector along with other sub-sectors such that green corridors can be developed connecting sub-sectors.
- C. **Complete leveling/ dressing** including filling of earth, its supply, disposal of surplus earth, (if any) shall be the property of TMC & will be disposed to the approved disposal point or at the place as directed by engineer in charge. No extra payment for disposal shall be allowed.

**7. Health and Safety Measures:**

The SPV Company shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against any accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the SPV Company shall provide whatever is required by this person to exercise this responsibility and authority.

The SPV Company shall send, to the Authority, details of any accident as soon as practicable after its occurrence. The SPV Company shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Authority may reasonably require.

The SPV Company shall at all times take all reasonable precautions to maintain the health and safety of the personnel on the site. In collaboration with local health authorities, the SPV Company shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for SPV Company's and Authority's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics/pandemics