

Raipur Municipal Corporation

REQUEST FOR PROPOSAL (RFP)

DEVELOPMENT OF

“PARKING CUM COMMERCIAL PROJECT” AT JAWAHAR BAZAAR (JB), MALVIYA ROAD, Raipur (Chhattisgarh)

JANUARY 2012

PREPARED BY:

Consultants:

PDMAG & Co., Chartered Accountants, New Delhi
(Formerly known as PANDEY DUA & MATHUR)

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ACKNOWLEDGEMENT

To be returned to the following address on receipt of this Document

To,

The Commissioner
Raipur Municipal Corporation (RMC)
Nagar Nigam Office, Near Gandhi Chowk,
Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 2531014
Fax: + 91 – 771 – 2227395
Email: dc_rmc@rediffmail.com, dcrmcnew@gmail.com
Website: www.nagarnigamraipur.com

Request For Proposal Number:

Request For Proposal collected/purchased by:

(Name of the person)

Designation

Name of the organization:

Address:

Tel # _____

Fax # _____

E-mail # _____

Submitted by:

Tel # _____

Fax # _____

E-mail # _____

Signature
(Name of the person receiving with designation)
Date of Receipt

PROJECT DEFINITION AND DETATILS

#	FEATURES	JAWAHAR BAZAAR
1	Plot Size	Approx. 1.50 Acres (5850 Sq. mtrs.)
2	Land use	Parking cum Commercial
3	Scheme of Project	Design, Build, Own & Operate (DBOO)
4	Permissible F.A.R. for commercial development	1.25 FAR is allowed for commercial development (As per the Master Plan and/or CG. Bhumi Vikas Niyam, 1984). Any future change in FAR shall be permissible, only if the same is allowed in/as per Master Plan.
5	Applicable Parking Norms for parking development	Parking to be provided shall be equal to 1.25 FAR of the plot size in addition to parking requirements, as per The Development Plan, CG. Bhumi Vikas Niyam, 1984 and as per applicable Raipur Master Plan for 1.25 FAR for allowed commercial development. The entire parking shall be operated and maintained by the developer through out the life of the project.
6	Ownership of Future additional F.A.R.	Rests with RMC only, but can be transferred to the Developer against a consideration which shall be decided as per prevailing applicable norms of RMC from time to time.
7	Terrace rights	All present and future terrace ownership rights shall always remain with the RMC while the Developer will be solely allowed to use and earn revenue from the same. However for use of terrace rights permissions/ sanctions/ NOC from RMC/ State Government as applicable shall be acquired by the Developer as per prevailing rules & regulations from time to time.
8	Permissible Ground Coverage	As applicable for various building heights. (As per the Master Plan and/or CG. Bhumi Vikas Niyam, 1984)
9	Building Height Restriction	As per CG. Bhumi Vikas Niyam, 1984
10	Design, Construction/ Development/ Sale period allowed	<p>Time allowed, shall be as under (w.e.f. the date of peaceful physical vacant possession of project Land):</p> <p>The Developer shall submit a final plan for approval distinctively showing areas for the parking, Commercial, Common areas/Utilities and other areas of the project (including placement of advertising hoardings and other advertising plans (outdoor, indoor & on terrace) within the project site which is to be strictly as per the Raipur Master Plan and/or CG. Bhumi Vikas Adhinyam, 1984. This plan can be changed in future only with the consent of RMC in writing.</p> <p>For Construction, Development and Sale: 3 years. The Developer should first construct the area for rehabilitation for the existing on-site rehabilitation of JB Authorized Permanent Leaseholders.</p> <p>For any delay in construction beyond 3 years, One year of extension time may be allowed by RMC without any interest/penalty. Any delay beyond one year, the Developer shall be liable to pay proportionate monthly penalty @1% of the premium P.M. (but not less than Rs. 1 Lakhs PM) for the first 6 months delay. If the delay continues further thereafter, again a proportionate monthly penalty @1.5% of the premium P.M. (but not less than Rs. 1.50 Lakhs PM) for the next 6 months shall be charged. While after the maximum allowed delay of 1 year as above, the agreement shall stand terminated as per termination clause of the Agreement.</p>

11	Sale/Lease Deed of Property	<p>Directly by the Developer in favour of the Users, except the RMC area, common area/utilities & parking) in an approved format of Sale/Lease Deed (approved by RMC) once initially only.</p> <p>The Developer would be required to develop & dispose the project commercial areas only (without common areas/utilities & parking) subject to providing 50% (i.e. equal of their share) of the allowed constructed salable built-up commercial area for rehabilitation (to rehabilitate the existing on-site rehabilitation of Jawahar Bazaar Authorized Permanent Leaseholders or otherwise) /disposal by RMC.</p>
12	Lease Period	<p>Lease shall be for a period of 90 years, first lease shall be of 30 (thirty) Years only, with further renewal for next 2 terms of 30 (thirty) years each.</p>
13	Lease Rent to RMC	<p>This lease rent, on the basis of built-up salable (sold/un-sold) area in the ownership of the Developer (excluding common public areas/utilities & Parking) which is permissible even though may not have been constructed and any such additional area (s) allowed and availed, due to any future increase in FAR) and commencing immediately upon construction being completed. G/F Rs. 4.00 per Sq. ft. P.M., F&S/F Rs. 3.00 per Sq. ft. P.M. and Rest/F Rs. 2.00 per Sq. ft. P.M., and compounding 15% increase after every 3 years</p>
14	Operation & Maintenance and its Charges to Developer	<p>The Developer shall operate and maintain the project and the created facilities, common areas/utilities etc., in good quality and as per the standards for such properties of repute.</p> <p>If the project and the created facilities, common areas/utilities etc., as mentioned above, are not operated & maintained by the Developer as per the required standards and good quality, as above, RMC may inform and impose suitable financial penalties for the same as may be decided from time to time, the defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of lease deed due to continued nature of such defaults, if any.</p> <p>The developer shall be allowed to charge the Buyers/Users of the commercial/project area as per the need of the project and undertake the kind of operation and maintenance which it may require from time to time which ultimately remains the responsibility of the developer.</p> <p>The developer shall operate & maintain the entire project area including parking and common areas & ancillary facilities entirely at their own cost without any interference of users and RMC in its management and also in expenses & charges/recovery of monthly maintenance charges, as may be deemed appropriate for the same.</p>
15	Disclaimers	<p>Without any concessions from RMC</p>
16	Selection Process	<p>The process of selection shall be three Stage – i) Pre-qualification (technical & financial), ii) Proposal (design and project Techno-economic & commercial pre-feasibility report) and iii) Financial as under:</p> <p>Three stage selection processes shall be followed wherein technical bid shall be opened first. At the second stage, the Bidders who have qualified the first stage shall be asked to make presentation of their proposal including design and project Techno-economic & commercial pre-feasibility report along with proposal for project operation & maintenance.</p> <p>At the last stage the financial bids of the bidders who qualify the first two stages shall be opened and the Bidder who submits the highest financial bid for the premium (as per clause 17 i) below) shall be selected as the successful bidder.</p>

#	FEATURES	JAWAHAR BAZAAR
17	Financial Bid for Premium to RMC	<p>i) The Bidder shall be required to bid Premium for the lease period (to be calculated by the bidders according to their expected investments and returns) as may be suitable to the bidder.</p> <p>ii) The offer shall be valid for a period of 180 days and extendable for another period of 180 days at the request of RMC in writing for such extension without any cost or interest for the same.</p>
18	Non-refundable cost of RFP	Rs. 10,000/-
19	Earnest Money Deposit	Each bidder shall submit an EMD of Rs. 20 Lakhs by DD/ FDR/BG in favour of The Commissioner, RMC, Raipur. EMD of the successful Bidder shall be adjusted as per clause 23 below and refunded (without interest) to the unsuccessful bidders, once selection of the successful Bidder is done and the Agreement is signed with them.
20	Eligibility Criteria	
	Constitution allowed	Any Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society
	Income Tax & Wealth Tax Returns	Last 3 years audited annual accounts, income tax returns and also annual returns, if any, of the applicant or of both the consortium members for the last 3 F. Ys. up to 2010-11
	Credit records of the Applicant & its Directors with Banks & FIs	The applicant and in case of consortium both the members and its/their Directors / Promoters / Partners must not have defaulted on debt repayment and interest payments owed to banks / financial institutions for a period of more than 6 (six) months in the past three years. A self-declaration must be submitted to this effect duly certified by the main Bank/ Financial Institution of the Applicant and in case of consortium both the members, for the Company/ Firm/LLP/Individual/Coop. Society and its/their Directors/Promoters/ Partners.
	Relevant Experience	<p>The Applicant and in case of consortium either of the member should have done at least 1 commercial or 1 Residential or 1 Infrastructure project or any combination thereof (which should be completed) in last 5 years till the F.Y. 2010-11. For the purpose of assessing the technical qualification of the bidders, the conditions are as under:</p> <p>i) One single commercial or residential or Infrastructure project or any combination of these projects, the value of which should not be less than Rs. 7.50 Crores</p> <p>Here infrastructure projects mean projects like ISBT, SEZ, Industrial Park, Airports & Ports, Power Plants, Tourism, Parking lots, Roads/Highways etc.).</p>
	Financial Capability	<p>The following figures, duly certified by the Statutory Auditors of the Applicant and in case of consortium by both the members need to be submitted along with the Audited Balance Sheet and Annual Returns for verification of the following financial requirements to be fulfilled by the applicant and in case of consortium by both the members together:</p> <p>i) Net worth Rs. 3 Crores as on 31.03.2011</p> <p>ii) Average Annual Turnover (any industry) of Rs. 11 Crores in last 3 years till 31.03.2011.</p>

#	FEATURES	JAWAHAR BAZAAR
21	Consortium Norms	Any Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society
	Status of the members of Consortium	
	Numbers	Not more than Two including the Lead Member
	Minimum Shareholding of Lead & Consortium Member	An Applicant can apply either in its own capacity or can be a consortium of maximum two members and one out of this should be a Lead Member with 51% of shareholding.
	Role of Consortium Members	Should be clearly specified
	Change in Consortium Members	Exit not allowed till the Project completion is over and Lead Member should hold the same or higher shareholding till at least initial 10 years of the life of the Project after its completion.
22	Minimum required facilities	As per Annexure, Generally common
23	Payment Terms	<p>The successful bidder has to make payment of the premium, as detailed:</p> <p>20 % down Payment within 30 days from the date of acceptance and before signing of the agreement</p> <p>30% after 8 months from the date of signing the Agreement</p> <p>20% after 16 months from the date of signing the Agreement</p> <p>30% after 24 months from the date of signing the Agreement</p> <p>Equal % of EMD should be adjusted with each stage of payment</p> <p>Delay will attract interest @1.25% P.M. for the first 6 months and additional penal interest @0.75% P.M. for next 6 months. The defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of agreement due to continued nature of such defaults, if any.</p>
24	Mortgage Rights	<p>The Developer shall not be allowed to mortgage the project land.</p> <p>The Developer shall be allowed to mortgage the project and created facilities excluding parking area and project land in favour of any Bank/FIs, subject to the first charge of the RMC and as per the payment, termination and other compensation clauses of this agreement. In case the Developer has to mortgage (second charge) the project as above, the Developer shall apply and obtain No Objection Certificate (NOC) from RMC up to period the full payment of premium is made and the project is completed, as envisaged.</p> <p>Thereafter the Developer shall be allowed to mortgage the project land, project and created facilities (except RMC area, created common facilities and parking areas) for which no such permission from RMC shall be required.</p>

25	Payment and Project Performance Bank Guarantee	The amount of payment and project performance shall be secured through a Bank Guarantee of Rs. 2 Crores for the said project which shall be released once the complete premium payments are made and the project is complete, as planned.
26	Future Transfers of Property	All future sales and related transfers shall be allowed and executed by the Developer only for the areas owned by them, specifically excluding the areas of Parking, RMC commercial area and the common areas & facilities of the project, which shall be subject to applicable rules and regulations of RMC pertaining to such transfers, if any, from time to time.
27	Exit by the Developer	<p>In case the Developer withdraws from the project, without the consent of RMC in writing or the project agreement is terminated by RMC, during the period of this project agreement or before, the following actions shall be taken:</p> <ul style="list-style-type: none"> i) All the DD/FDR/BG shall be forfeited/en-cashed ii) Possession of constructed commercial, parking and the allied construction along with all common facilities and all moveable & immovable fixed assets in project area shall be taken over by RMC. iii) All vacant project land shall come back in possession of RMC without any objection whatsoever from the exiting Developer. iv) All the above shall revert back to RMC without any encumbrance/lien or objection of Developer or otherwise and without any prejudice to RMC's right to recover from the Developer other claims & damages. v) Amounts paid by bidder shall not be refunded at any cost. vi) Any compensation payment shall be made to the exiting Developer, only after completing the project as planned, which shall be entirely at the risk and cost of the existing Developer. vii) The Developer shall be compensated only if the same facility is offered and accepted by another Developer and only as per following: <ul style="list-style-type: none"> a) The exiting Developer shall get up to seventy percent of the depreciated value (valuation done by a mutually agreed valuer) of only commercial area owned by them except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land OR b) The value offered by the incoming new Developer for the existing facilities of only commercial area owned by old Developer except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land <p>Compensation amount shall be the lesser of the amounts as worked out above at vii) a) and b) and the payable compensation shall be the amount obtained by deducting all outstanding costs, compensations, damages, penalties, interests etc. from the compensation amount. Payable compensation, if any, shall be paid only upon full realization of amounts due from the new Developer (Maximum up to seventy percent of the depreciated value of the valuation done by mutually agreed valuer) and after completing the project, as planned.</p>

28	General Terms & conditions	<ul style="list-style-type: none"> • The covered/open parking shall not be counted in F.A.R./Ground Coverage/building Height. The Ramp for such upper/Lower Floor Parking shall also not be counted in F.A.R. and Ground Coverage. • All rules and norms as laid down in M.P./ C.G. Bhoomi vikas Nayam 1984 and the Raipur Development Plan 2011 and National Building Code shall be applicable from time to time. • Copy of the measured Site Plan is enclosed for reference. The bidder is advised to independently ascertain the validity of the measurements provided. No claim on any variation in the dimensions / area and approach provided shall be admissible. • The bidder may explore various available options of development of the said plot. As an indication the project may include a hotel along with commercial office spaces/shops/ recreational facilities/development etc. • The above facts are indicative and the Developer should independently verify the same at their own end. RMC shall not be responsible at any point of time for any deviation in the above facts whatsoever. • The Developer shall not be eligible for any exemption of Tax (s)/charges from RMC like Property Tax; water charges; advertisement tax etc and shall be treated at par with any other commercial development, as may be applicable from time to time. • Rehabilitation scheme of permanent leaseholders of Jawahar Bazaar project land area would be done as per the agreement dated 07.03.1996 between such leaseholders and RMC and as per approved plans of RMC in this regard. • The quality of the work has to be of high standard, good quality and self sustainable. The following standards and performance quality standards are to be adhered to while constructing all the above project facilities: <ul style="list-style-type: none"> ○ Every work shall be performed as per the prevalent instructions in the PWD schedule of rates (road/building), Raipur Circle/ CPWD schedule of rates and as per the Raipur Development Plan 2021 and/or CG. Bhumi Vikas Adhinyam, 1984. ○ Every work shall be performed as per the specifications of the NATIONAL BUILDING CODE OF INDIA 2005 with all its amendments. ○ Indian standards as applicable and desired by any other Central/State Government/Act. ○ Standards & operational norms for parking, commercial and parks /gardens, for designing, construction, operation and maintenance etc. • Apart from the construction of the project, the Developer shall execute the following other works and make sure to operate and maintain the same: <ul style="list-style-type: none"> ○ Internal and External electrical works ○ Water supply works ○ Sanitary works including external sewage disposal system
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		<ul style="list-style-type: none">○ Fire Fighting Systems and Fire Safety Measures as laid down in the National Building Code of India○ Construction of Court Yards/Atriums, pathways etc○ Road Construction and landscaping of all open spaces○ External & common area lighting facilities○ Lifts & Escalators in project area, if so required○ Sufficient public conveniences i.e. first aid facility, public address system, may I help you counters, parking, toilets and urinals (of high standard and quality at each parking floor and also for the use of the general public of Malviya Road and Market people, as may be approved by RMC while sanctioning project plans for the use of Male/Female/Handicap people separately) etc. along with suitable facilities for the handicaps as per law. <ul style="list-style-type: none">• The Courts under the Hon'ble High Court of Chhattisgarh shall have jurisdiction over the project documents and lease deed in respect to this project.
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JB-TAF:

DISCLAIMER

This Request for Proposal (“RFP”) contains brief information about the Project, Qualification Requirements and the Selection Process for the successful Applicant. The purpose of this RFP document is to provide Applicants with information to assist them in formulation of their Tender Application (the “Application”).

The information contained in this RFP document or subsequently provided to interested parties (the “Applicant(s)”), in writing by or on behalf of Raipur Municipal Corporation (“RMC”), is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such Information is provided including information/clarifications issued from time to time before or after the issue and in respect of this RFP.

This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the RMC, their employees or advisors to consider the investment objectives, financial situations and particular needs of each party who reads or uses this RFP document. Certain Applicants may have a better knowledge of the proposed Project than the others. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. The RMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and Information provided hereunder is only to the best of the knowledge of RMC.

Intimation of discrepancies in the RFP, if any, should be given to the office of the RMC immediately by the Applicants or before/during pre-bid meeting. If RMC receives no written communication, it shall be deemed that the Applicants are satisfied that the RFP document is complete in all respects. In case any such discrepancy is found/pointed out later, the clarification/decision taken by RMC shall be final and binding. In particular, RMC shall not be responsible/ liable for any latent or evident defect or character of the project Land/ project including but not limiting to the following:

1. Soil testing/ investigations
2. Water- availability/quality of ground water
3. Electricity- availability and provisions
4. Site drainage
5. Site approach
6. All statutory permissions from various authorities including approvals from Town Planning or other authorities as per the Central/State Government norms.
7. All applicable rent, rates, duties, cess & taxes, if any, which the Developer will have to pay in future. RMC shall not extend exemption of any Tax/charges such as Property Tax, water charges etc.
8. All applicable statutory laws and provisions
9. Technical and financial feasibility of the Project.

Any character or requirement of the Project Land, which may be deemed to be necessary by the Applicant should be independently established and verified by the Applicant.

This RFP document is not an agreement and is not an offer or invitation by the RMC to any other party. The terms on which the Project is to be developed and the rights of the successful Applicant shall be as set out in separate Agreements.

The RMC reserves the right to accept or reject any or all Applications without giving any reasons at any stage during the bid selection process. The RMC will not entertain any claim for expenses in relation to the preparation and submission of this RFP.

I. PREFACE

1. Raipur Municipal Corporation, (“RMC”), the urban local body of the capital of Chhattisgarh recognizes its responsibility towards the citizen of Raipur for providing improved civic amenities & development of an efficient city infrastructure including entertainment facilities, major pre-requisites for the economic growth of the city. Over the years, infrastructure development projects, including projects envisaged to augment existing parking facilities in the city, have emerged as essential factors for causing an improvement in the quality of urban life. It is with this background that a Parking cum Commercial project has been proposed in Jawahar Bazaar, Malviya Road of the city which may accommodate parking & Commercial Complex with required public facilities and utilities and shall also rehabilitate in 50% of the allowed constructed built-up commercial area (i.e. equal to the area of the Developer, other than parking areas & basement), the authorized occupants of Jawahar Bazaar/Any Other area or sell or use as may be decided by RMC.
2. RMC therefore invites applications from parties with requisite financial, managerial and technical expertise as well as prior experience in the planning, designing, financing, construction & development, marketing, operation & maintenance of Parking, Commercial Center or such similar Projects as set out in this RFP. Successful applicant will leverage the commercial areas (restricted to only commercial area of the project pertaining to them), by Sale to the users/buyers (as per sale/lease deed to be approved by RMC initially) and also undertake/execute planning, designing, financing, construction & development, marketing, operation & maintenance of the proposed Parking cum Commercial project, as has been proposed in the existing Jawahar Bazaar, Malviya Road, Raipur,(CG) on Design, Build, Own & Operate basis (DBOO) including operation and maintenance of the entire project (including RMC, Parking & Common areas) through out the life of the project. The “Project” shall be leased by RMC to the Developer for a period of 90 years (initially for 30 years and renewable for 2 terms of 30 years each thereafter) and the Developer shall be allowed to sell/lease their proposed commercial area of the project to users/buyers on the terms set forth in this RFP.
3. Tenders may be submitted by developers either individually or as a consortium.
4. The information submitted in the RFP will form the basis for evaluating the Applications. Interested parties have to submit their tender Applications in accordance with the detailed instructions provided in this RFP document.
5. The RFP may be obtained from the Office of the Commissioner, Raipur Municipal Corporation, Raipur on or before **31.01.12 (Up to 3.00 PM)** on payment of a non refundable fee of Rs. 10,000.00 (Rupees Ten Thousand only) by way of Demand Draft, drawn in favour of “The Commissioner, Municipal Corporation Raipur” and payable at Raipur, Chhattisgarh.
6. All correspondence in this regard must be clearly marked “Reference - Development of Parking cum Commercial project at Jawahar Bazaar, Malviya Road, Raipur, Chhattisgarh” and shall be addressed to:
The Commissioner, Raipur Municipal Corporation (RMC)
Nagar Nigam Office, Near Gandhi Chowk, Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 2531014, Fax: + 91 – 771 – 2227395
Email:dc_rmc@rediffmail.com,dcrmcnew@gmail.com Website: www.nagarnigamraipur.com
7. RMC will not be responsible for any delay, loss or non-receipt of any Application sent by any mode including those sent by either post or courier. Further, RMC shall not be responsible for any delay in receiving any Application(s) and reserves the rights to accept/reject any or all Applications at any stage/during bid selection process without assigning any reason thereof.
8. Further, all copies of every Application must be submitted in a hard bound form (any type of loose binding including spiral bound form shall not be acceptable) with all pages numbered serially, along with an index of submissions and a soft copy of the application/presentation on a CD. Incomplete applications including applications submitted without adhering to any instruction mentioned in the RFP may be liable for rejection.

II. OBJECT

1. Proposed Project

- 1.1 The RMC proposes construction and development of Parking cum Commercial Complex (“**Project**”) on the said Project Land with infrastructure development aimed at providing parking and civic amenities resulting in the expansion & development of an efficient city infrastructure and commercial network, as specified later in this RFP.

2. Summary of Project Land

- 2.1 Site Area & Site Location and Accessibility

The subject property is located at Jawahar Bazaar, Malviya Road, Raipur (C.G.).

(Please refer to the Site Map for area and dimensions Annexure – H & I enclosed)

3. Summary of Project Development

- 3.1 The Applicant will be responsible for surveys, planning, design, financing, procurement, construction & development, commissioning and operation & maintenance (through out the life of the project including the area of RMC, Parking and Common areas) of the facility at its own risk. The financing of the Project is solely a matter between the Applicant and the funding institutions. The Applicant shall also obtain necessary permits for import of materials and equipment, construction of the Project and for the Project’s parking and operation & maintenance in accordance with the laws of India, if required.
- 3.2 The Applicant may incorporate a Special Purpose Vehicle (SPV) Company (activities of this SPV will be restricted to this project only) i.e. the Project Company and sign the Draft Agreement and all other agreements necessary to implement the Project.
- 3.3 The Developer will be able to book the project commercial areas / units (restricted to only proposed commercial area of the project pertaining to them) only in favour of the buyers/users during the construction period which shall be finally sold/transferred/leased and even provided with the physical possession to the commercial Buyers/Users only after the completion of the Project and execution of lease deed by RMC in favour of the Developer. The Project areas/units shall be finally sold/transferred/ leased to the buyers/users by the Developer, for a period of Ninety (90) years, in accordance with all applicable laws in Chhattisgarh. The lease deed shall be cancelled in case the terms set out in the lease deed are not met including the payment terms in respect of the project operation & maintenance, lease rent and other applicable clauses therein. The Developer shall be under an obligation to operate & maintain the entire Project (through out the life of the project including the area of RMC, Parking and Common areas, may be through the SPV) as provided in the Draft Agreement.
- 3.4 The successful Applicant shall be granted a license to develop and operate (“**License**”) the Project on the terms set out in the Draft Agreement (copy of which is provided with the RFP as per Annexure-5 for a License Fee payable on the terms of the Draft Agreement. At the end of the License Period and upon successful completion of the Project and after meeting the terms of the Draft Agreement, the Developer shall be granted lease of the project land. Further the Developer shall be allowed to sell/ transfer/ lease only the commercial units/areas pertaining to them to buyers/users including physical possession thereof, only after the project land lease deed is executed / signed by RMC in its favour and also when the terms and conditions specified in the sale/ transfer/ Lease Deed are completely met. The terms & conditions of the deed to be executed in favour of the commercial Buyer/Users shall to be approved by the RMC once initially only.
- 3.5 During the term of the License period, the successful Applicant will be permitted only to book the Project commercial space in favour of the buyers/users, by executing an *agreement to sell / transfer / lease* and at rates suitable to the successful Applicant.

III. PROCEDURE FOR SHORT LISTING

1. A selection committee (jury) shall be constituted by the RMC for this project.
2. RMC intends to follow a 3-stage selection process of the preferred Applicants for the Project as under:
 - 2.1 The first stage (“**Pre-Qualification Stage**”) of the process involves elimination of the Applicants based on Technical and Financial capabilities. During this Pre-Qualification Stage, the Applicants shall be judged on grounds specified as “Mandatory Information” (to be filled in by all applicants in, **Form 1, Form 2 and Form 3 at Annexure-A of this RFP**). At the end of this pre-qualifying stage RMC expects to announce a short-list of suitable Applicants eligible for the second qualifying stage. Unopened techno - Commercial and financial bids of unsuccessful Applicants including their EMD shall be returned within thirty days of having selected the successful applicant.
 - 2.2 At the second stage (“**Proposal Stage**”) of the process, applicants successful at the pre qualifying stage shall be required to make a presentation of their technical and commercial concept and project technical & financial viability including project cost and profitability before the duly constituted Jury. The Applicants shall also submit their presentations on a CD which shall contain the Project Information as set out in **Point No 13, 13.1 & 13.2 in Annexure-2**. Unopened financial bid(s) and the EMD shall be returned to the applicants if eliminated at the second stage within thirty days of finalizing the successful applicant.
 - 2.3 The Financial Bids, of all qualifying applicants of the previous two stages, shall be opened in the presence of those applicants who wish to be present and the same shall be evaluated before finalizing the successful applicant. The Applicants are required to provide their financial bid in the format prescribed in Form 4 at Annexure-A. In case of those Applicants who have not been successful at this stage, the EMD provided by them shall be returned within thirty days of the selection of the successful Applicant or after signing of agreement with the successful applicant whichever is later (However, no interest whatsoever shall be payable on the EMD for any delay in the refund of the same).
 - 2.4 **Anticipated Tendering Schedule**
The indicative timetable for development of the Project is anticipated as under:

Activity	Estimated Date
Stages of Tendering	
1. Prebid meeting	17th January 2012 Tuesday at 12:30 p.m.
2. Bid submission date	31th January 2012 up to 3:00 p.m.
3. Date of opening of bid	31th January 2012 up to 4:00 p.m..

IV. GUIDELINES FOR BIDDING

1. General Instructions

- 1.1 The non-refundable cost of the RFP is Rs. 10,000/- (rupees ten thousand) payable by Demand Draft/Pay Order drawn on any scheduled commercial bank and payable at Raipur, in favour of “The Commissioner, Municipal Corporation Raipur”. An acknowledgement slip towards having made this payment must be collected immediately upon doing so and the same must be enclosed with RFP.
- 1.2 This Application should be accompanied with an interest free Earnest Money Deposit (EMD) of Rs. 20,00,000 (Rupees Twenty Lacs only) payable only by way of a Demand Draft/ FDR / Bank Guarantee (only) drawn on any scheduled commercial bank payable at Raipur, in favour of “The Commissioner, Municipal Corporation Raipur”, which shall remain valid for a period not less than 180 (one hundred and eighty) days from the due date of submission or such extendable period as may be required by RMC. Any offer not accompanied by the requisite EMD shall be rejected. The successful applicant will adjust 20% (twenty percent) of the EMD against the first installment of the License Fees payable and the balance EMD will be adjusted at the similar percentage (%) as the percentage of next installments due or refunded in case of unsuccessful applicants (Within Thirty days of finalization of successful applicant) (However, no interest whatsoever shall be payable on the EMD for any delay in the refund of the EMD)
- 1.3 The Bidder shall be required to bid Premium for the lease period (to be calculated by the bidders according to their expected investments and returns) as may be suitable to the bidder. The offer shall be valid for a period of 180 days and extendable for another period of 180 days at the request of RMC in writing for such extension without any cost or interest for the same.
- 1.4 Applicants must provide all information requested for in the RFP. RMC reserves the right to reject any offer for lack of doing so at any stage/during the bid process for selection of the successful Developer.
- 1.5 The Application and all related correspondence and documents should be in English language. Supporting documents and printed literature furnished by Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Any supporting material in any language other than English and without a certified English translation shall not be considered for the purpose of evaluation or any other purpose related to this RFP. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- 1.6 RMC shall not entertain any communication from the Applicant with respect to the bids, from date of submission to the opening of financial offers, except as allowed under this RFP. However, on submission and evaluation of the RFP and other supporting documents/data by the applicant, RMC reserves the right to call for additional information/ clarifications from the applicants in whatever manner required at any stage/during the bid process. The Applicants should furnish such requirements within such time as may be permitted by RMC. Please note that any delay in submission or non-submission of information/ documentation/ clarification sought may result into the non-response to RFP being liable for rejection.

- 1.7 No offer can be assigned nor can it be withdrawn or varied after **31.01.12 (Up to 3.00 PM)** and prior to acceptance or refusal by RMC. There shall be no overwriting or corrections while filling the form of offer. Overwriting or corrections in the Financial Bid will make the offer null and void. Other corrections, if any, are to be properly authenticated by the person authorized to sign the bid.
- 1.8 The Applicant shall bear all costs associated with the preparation, submission and additional information/documentation of the RFP at any stage including costs of travel and lodging incurred by the Applicant and RMC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the selection process.
- 1.9 A draft Project Agreement proposed to be entered into by RMC with the successful Applicant for granting the Project is attached by way of Annexure - 5 which is required to be executed by the successful Applicant. The Applicant shall be required to sign on every page of the said draft agreement. The Draft Project Agreement is only indicative and may be modified pursuant to negotiations with the successful Applicant, and as may be mutually agreed.

2. Terms and Conditions of RFP

- 2.1 This document constitutes no form of commitment on the part of RMC, whether in respect of the selection or otherwise. Furthermore, this RFP document confers neither the right nor the expectation on any applicant to participate in the selection process.
- 2.2 RMC reserves the right to reject any or all of the applicants, if it considers necessary to do so, and / or to withdraw from the selection process or any part of the selection process or to vary any of the terms and conditions at any time without assigning any reason thereof.
- 2.3 Nothing in this RFP or in any communication issued by RMC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 2.4 RMC reserves the right to grant an extension in time for submission of the Request for Proposal or any other desired information to the Applicant (s).
- 2.5 RMC reserves the right to accept or reject any or all Applicants during short listing for next stage of the selection process. No claims or queries in respect of selection or rejection of an application shall be entertained by the RMC and in such case applicant so rejected shall not object/litigate the same in any manner.
- 2.6 All decisions of RMC, in respect of selection or rejection of any applicant shall be final and binding on concerned parties and no queries or clarifications in this regard and by any party shall be entertained by RMC.
- 2.7 Applicants shall provide evidence of their continued eligibility in a manner that is satisfactory to RMC and, as RMC may reasonably request. Applicants are put on notice that they are liable for disqualification if it is determined, at any stage of the selection process, that the applicant will be unable to fulfill the requirements of the project or of the eligibility criteria.

- 2.8 Rehabilitation scheme of permanent leaseholders of Jawahar Bazaar project land area would be done as per the agreement dated 07.03.1996 between such leaseholders and RMC and as per approved plans of RMC in this regard.

3. Clarifications

3.1 Site Visits

The Applicants, are expected to visit and examine the Project Land and the site surroundings prior to submitting their Applications and at their own expense, the site offered being on an "as is where is" basis, (RMC undertakes to get the project site vacated and clear of all occupants including those who have to be rehabilitated in the project) and ascertain on their own any information, technical data, traffic data, market study, feasibility etc.

It shall be deemed and assumed that all these factors were accounted for by the Applicant while submitting the information required under this RFP including the Financial Bid. The Applicant shall be deemed to have full knowledge and understanding of the project Land and other project details whether they inspect it or not. Site visits and/or any other project related information/details may be arranged by contacting the Commissioner, Raipur Municipal Corporation (RMC), Raipur (C.G.).

3.2 Pre-Bid Meeting

A pre-bid meeting may be organized in order to clarify any queries that the Applicants may have. Queries in writing may preferably be sent to RMC a week prior to the date of pre-bid conference.

Minutes of the pre-bid conference incorporating clarifications and any changes in the bid process or the RFP shall be circulated to all the intending Applicants (who have duly paid the amount towards the cost of the RFP) or as a corrigendum in the Website/Newspaper (s) (as may be decided by RMC) or as the case may be and shall form part of Request For Proposal.

3.3 Information Requirements

If any information/clarification about the Project Land or the Project itself is desired by the Applicants, the same may be obtained from:

The Commissioner, Raipur Municipal Corporation (RMC)
Nagar Nigam Office, Near Gandhi Chowk,
Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 2531014, Fax: + 91 – 771 – 2227395
Email: dc_rmc@rediffmail.com, dcrmcnew@gmail.com
Website: www.nagarnigamraipur.com

RMC reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage of the selection process, it can do so at a later date. No extension of any deadline will be granted on the basis or grounds that RMC have not responded to any question or not provided any clarification/information/document.

4. Submission Instructions

The applicant must submit the Request For Proposal (RFP) in three parts with **(one hard copy & one soft-copy in a CD-ROM)**, as under:

4.1 Mandatory Information (Envelop “A”)

The Applicants must provide all information required and as detailed below:

- a. Covering letter in the format set out in Annexure – 1
- b. Eligibility criteria (technical & financial) as set out in Annexure – 2, with supporting proof as indicated therein
- c. Power of Attorney as per Annexure – 3, authorizing the signatory of the Proposal to commit the Applicant
- d. Power of Attorney as per Annexure – 4, authorizing the lead member of the consortium
- e. Details of the Bidder in the format set out in Annexure – A
- f. Earnest Money Deposit.
- g. All pages of RFP and attached Annexure must be duly signed on each page, as a token of understanding and acceptance of the terms & conditions mentioned therein. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page/transmittal letter.

Applicants are required to submit all requested information in the blank space provided or as advised in the RFP along with EMD as specified. Applications are liable to be rejected in case of failure of the applicant(s) to provide any or all the information in the blank spaces provided, including need to enter in “NIL” or “Not Applicable” wherever applicable.

4.2 Project Information (Envelop “B”)

This shall be the information relating to the Project Development as conceptualised by the Applicant in the form of a Project Report including Techno-commercial aspects and technical & financial feasibility related to the Project including the project cost & profitability and scheme of rehabilitating the permanent leaseholders at the project site and also parking and its revenue and project operation & maintenance etc. These will have to be supplemented by a presentation, which shall be made by the Applicants in person to fulfil one of the qualifying criteria at the second stage of selection process. For the final selection, RMC would require the short-listed Applicants to present their capabilities and that of the project plan and implementation schedule proposed by them through presentations/ discussions.

4.3 Financial Bid (Envelop “C”)

The financial bid of applicants must provide all required information as detailed, in part of **Form - 4 in Annexure-A**. The financial bid of the applicant should represent the amount payable to RMC as the License Fees for the grant of the License to develop the Project. This is apart from the 50% of the commercial area to be provided to RMC (i.e. equal to the commercial area of the Developer) and the lease rent for the project commercial area pertaining to the Developer. The said sum shall be net of taxes, if any, levied on the same and must be stated in Indian Rupees (INR) and must not be a sum calculated by reference to

any other currency. The Applicant is required to submit all the information asked for in the blank space provided for this purpose even if they are NIL or Not Applicable. Financial Bid of an Applicant is liable to be rejected in case the Applicant fails to provide information in all blank spaces and also on account of **any** overwriting/cutting. The financial offer should be valid for a period of 180 days and extendable for another period of 180 days at the request of RMC in writing for such extension without any cost or interest for the same.

No information pertaining to financial bid should be provided in CD and Envelop "A" & "B".

- 4.4 The three parts mentioned above must be enclosed in separate sealed envelopes (as “A”, “B” & “C”), each envelope clearly and boldly marked with the required heading, viz. ‘**Mandatory Information**’, ‘**Project Information**’, ‘**Financial Bid**’. These envelopes must be placed in one single larger envelope duly sealed and clearly marked ‘**Tender Application for Development of Parking cum Commercial Project at Jawahar Bazaar, Malviya Road, Raipur**’. If the envelope is not sealed and marked as above, RMC assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

The above envelopes should be accompanied with a letter of transmittal, provided in **Annexure-1** of this RFP. The letter should be duly signed by the director/partner/proprietor or any other person authorized to make the offer on behalf of the Applicant. The full name of the signatories must be provided and the capacity in which the form is signed must be stated along with the resolution / authorization, which must be annexed with the covering letter.

The applicants are advised to ensure that their offer reaches the following address by 3.00 p.m. on or before **31.01.12**

**The Commissioner
Raipur Municipal Corporation (RMC)
Nagar Nigam Office,
Near Gandhi Chowk,
Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 2531014, Fax: + 91 – 771 – 2227395
Email: dc_rmc@rediffmail.com, dcrmcnew@gmail.com
Website: www.nagarnigamraipur.com**

5. Eligible Applicants

- 5.1 *The Applicant may be a Single Entity or a group of entities (Maximum two entities) (hereinafter referred to as "Consortium"), coming together to implement the Project and all of these members/applicants should be a Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society. The term Applicant used hereinafter would therefore apply to both a Single Entity and / or a Consortium, as the case may be. The purchaser of the RFP document must be the Applicant itself or a member of the Consortium making the Application.*
- 5.2 *The lead member of the consortium should hold not less than 51% (fifty one percent) of the equity shareholding of the applicant entity.*

5.3 Eligibility Criteria

5.3.1 Constitution of the Applicant: The applicant implementing / executing the project should be incorporated as a *Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society*. In case of an applicant being a consortium, each of the members of the consortium must be incorporated as a *Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society*. At the time of application, the members of the consortium must submit a MOU for their specific roles and responsibilities including their shareholdings and mutual understanding for the Project applied.

5.3.2 The applicant(s)/each member of the consortium should have filed Income Tax & Wealth Tax returns in the last assessment year (Enclose Copy of the Income Tax and Wealth Tax Returns filed by the applicant / each member of the consortium for the last three financial years up to F.Y. 2010-11).

5.3.3 Credit records with banks/financial institutions: The applicant and in case of consortium both the members and its/their Directors / Promoters / Partners must not have defaulted on debt repayment and interest payments owed to banks / financial institutions for a period of more than 6 (six) months in the past three years. A self-declaration must be submitted to this effect duly certified by the main Bank/ Financial Institution of the Applicant and in case of consortium both the members, for the Company/ Firm/LLP/Individual/Coop. Society and its/their Directors/Promoters/ Partners.

5.3.4 Relevant experience of the Applicant: The Applicant and in case of consortium either of the member should have done at least 1 Commercial or 1 Residential or 1 Infrastructure project or any combination thereof (which should be completed) in last 5 years till the F.Y. 2010-11. For the purpose of assessing the technical qualification of the bidders, the conditions are as under:

- i) One single Commercial or Residential or Infrastructure project or any combination of these projects, the value of which should not be less than Rs. 7.50 Crores in last 5 years till the F.Y. 2010-11

Here infrastructure projects mean projects like ISBT, SEZ, Industrial Park, Airports & Ports, Power Plants, Tourism, Parking lots, Roads/Highways etc.).

5.3.5 Financial Capability of the Applicant: The following figures, duly certified by the Statutory Auditors of the Applicant and in case of consortium by both the members need to be submitted along with the Audited Balance Sheet and Annual Returns for verification of the following financial requirements to be fulfilled by the applicant and in case of consortium by both the members together:

- Net worth Rs. 3 Crores as on 31.03.2011
- Average Annual Turnover (any industry) of Rs. 11 Crores in last 3 years till 31.03.2011.

Note:

- a. Even if the Applicants/Consortiums meet the ‘Eligibility Criteria’ detailed above, they could be disqualified by RMC without assigning/proving any reasons, if they have:
 - i. Submitted the RFP after the specified deadline
 - ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
 - iii. Have a record of poor performance such as abandoning works, not properly completing contracts, inordinate delays in project completion, history of litigation, financial failures, or any other performance related issue which the RMC feels could be detrimental to the project execution
 - iv. Submitted a RFP, which is not accompanied with all required documentation
 - v. If the information provided is *not in reasonable detail*. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by RMC without communication with the Bidder). RMC reserves the right to determine whether or not any information provided is in reasonable detail or not.
 - vi. Fail to provide clarifications desired by RMC from time to time
 - vii. There are *inconsistencies* between the Proposal and the supporting documents.
- b. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - i. Which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - ii. Which limits in any substantial way, inconsistent with the RFP, RMC’s rights or the Bidder’s obligations under the Agreement, or
 - iii. Which would affect unfairly the competitive position of other Bidders, presenting substantially responsive Proposals.

6. Consortium Norms

- 6.1 The Applicant is allowed to form a consortium of more than one (1) *Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society* but not more than two (2) *Companies/Partnership Firms/Limited Liability Partnerships/ Individuals/ Cooperative Societies*, if it perceives the formation of such a consortium is going to add more value to the project. However the formation of a consortium is not necessary for either qualification or final selection. The consortium members should have entered into a Memorandum of Understanding (MOU) between themselves and designated one member as the ‘Lead Member’ for the purpose of coordinating with RMC during this RFP stage, selection process and even thereafter.

The MOU, may, inter-alia, also convey the intent to form a joint venture company i.e., a Project Company/SPV, which would enter into the Draft Project Agreement and subsequently carry out all the responsibilities as Developer in terms of the Draft Project Agreement, in case the Project is awarded to the Consortium. The MOU shall also clearly outline the proposed roles and responsibilities of each member at each stage and shall commit the minimum equity stake (should have reasonably substantial stake/shareholding, as per the assumed role & responsibility of a consortium member, to take credit of its experience/financial competency/eligibility) as required under Clause 5.2 herein above.

A copy of the duly executed MOU should be submitted along with the Application. The MOU entered into among the members of the Consortium should be specific to this Project and should contain the above requirements failing which the Application may be rejected. The MOU shall be governed by the laws, rules and regulations of India and would be subject to jurisdiction of Courts in India only.

6.2 RFP submitted by a Company or Consortium must comply with the following requirements:

- a. *Number of members in a consortium would be limited to 2 (two);*
- b. ***The RFP shall include all the information required for each consortium member separately, if any;***
- c. *The members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Annexure - 4 signed by other consortium member (s). The covering letter must be signed by the 'Lead Member' (as described above). The Lead Member shall hold not less than 51% (fifty one percent) of the Equity till at least initial 10 years of the life of the Project after its completion;*
- d. *The Consortium members must clearly spell out their respective roles in the consortium;*
- e. *Each consortium member whether directly or indirectly shall participate in one RFP only. A member of a consortium cannot be a member of another consortium with respect to this RFP. Any member of the consortium who is a member in another consortium whether directly or indirectly for this RFP shall entail disqualification of all the bids in which it has participated as a member/applicant;*

6.3. Change in Consortium Composition

No change in the composition of a Consortium will be permitted by RMC till the third and the final selection stage and thereafter, if selected, up to the expiry of the License Period. Lead Member shall continue to be the Lead Member of the applicant entity till at least initial 10 years of the life of the Project after its completion, with approval from RMC.

7. Right to accept any Application and to reject any or all Applications

- 7.1. Notwithstanding anything contained in this RFP, RMC reserves the right to accept or reject any Application and to annul the pre-qualification process and reject all Applications/Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 7.2. The Proposal shall remain valid for a period not less than 180 (one hundred eighty) days from the Proposal Due Date (Proposal Validity Period and extendable for another period of 180 days at the request of RMC in writing for such extension without any cost or interest for the same. RMC reserves the right to reject any Proposal, which does not meet this requirement.
- 7.3. RMC reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Applicant and the forfeiture of the EMD, BG and Performance Guarantee including all payments made till such date. If the Applicant were a Consortium, then the entire Consortium would be disqualified/ rejected, as the case may be.
- 7.4. If such disqualification/rejection occurs after the Financial Bids have been opened and the highest bid Applicant gets disqualified/ rejected, then RMC reserves the right to take any measure as may be deemed fit in the sole discretion of RMC including annulment of entire Qualification/ Proposal stage and inviting fresh Applications or otherwise.
- 7.5. At any stage if the applicant entity or the consortium does not perform/fulfil the terms of the RFP or abandons the project including a material misrepresentation, if made or uncovered, as per the conditions of the RFP/ agreement, RMC shall have the right to forfeit the amount paid by the Applicant till then including EMD, Performance Guarantee and BG towards all cost, interest, damage, compensation etc.
- 7.6. Any entity, which has earlier been barred by the RMC, Government of Chhattisgarh (GoC), or any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoC / SG / GoI from participating in its projects and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal.
- 7.7. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a disqualification.

8. Contents of RFP

The RFP Document comprises the contents as listed below, and would additionally include any Addenda issued by RMC in writing/corrigendum in Website / Newspaper(s) / otherwise:

Section	Particulars	Page
	Acknowledgement	3
	Project Definitions and Details	4-10
	Disclaimer	11
I	Preface	12
II	Object	13
III	Procedure for Short Listing	14
IV	Guidelines for Bidding	15-32
Annex-1	Letter of Transmittal	33-36
Annex-2	i) Eligibility Criteria (Financial & Technical) ii) Technical Presentation iii) Financial Offer	37-40
Annex-3	Draft Power Of Attorney for Signing Of Application	41
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Annex-5	Agreement Format	43-67
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Annex-F	Description of Minimum Desired Indicative Project Facilities	92
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9. Amendment of RFP

At any time prior to the deadline for submission of Application, RMC may, for any reason including those in response to clarifications requested by the Applicants during the pre-bid meeting, modify the RFP document by the issuance of addenda (the “Addenda or Addendum”, as the case may be). Any Addendum thus issued will be sent in writing to all those who have purchased the RFP document or through a corrigendum in Website/ Newspaper(s) or otherwise. In order to afford the Applicants a reasonable time in which to take an Addendum into account, or for any other reason, RMC may, at its discretion, extend the due date for submitting the Application (the “Application Due Date”).

10. Application Due Date

Applications should be submitted before **1500 hours IST on 31.01.12** at the address provided in Clause 4.4 herein above in the manner and form as detailed in this RFP. Applications submitted by either facsimile transmission or telex or e-mail would not be acceptable. Applications submitted after the time stated above will be rejected.

RMC may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum.

11. Evaluation of Application

11.1. RMC would open the Applications on any working day after Application Due Date, for the purpose of evaluation. Applications for which an acceptable notice of withdrawal has been submitted before 31.01.12 shall not be opened. RMC would subsequently examine and evaluate Applications in accordance with the criteria set out in Section III of this RFP. RMC reserves the right to reject any Application if:

- a. At any time, a material misrepresentation is made or uncovered; or
- b. The Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

11.2 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, RMC shall declare the Preferred Bidder as the Successful Bidder. RMC will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.

The Successful Bidder(s) shall execute the Agreement within one week of the issue of LoA or within such further time as RMC may agree to at its sole discretion after obtaining approval from the Competent Authorities in this regard.

Failure of the Successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the payments, EMD, BG and the performance guarantee. In such an event, RMC reserves the right to:

- a. Either invite the next best Bidder for negotiations or

- b. Take any such measures as may be deemed fit, at the sole discretion of RMC, including annulment of the bidding process.

11.3. Design, Construction/ Development/ Sale period allowed

Time allowed, shall be as under (w.e.f. the date of peaceful physical vacant possession of project Land):

The Developer shall submit a final plan for approval distinctively showing areas for the parking, Commercial, Common areas/Utilities and other areas of the project (including placement of advertising hoardings and other advertising plans (outdoor, indoor & on terrace) within the project site which is to be strictly as per the Raipur Master Plan and/or CG. Bhumi Vikas Adhiniyam, 1984. This plan can be changed in future only with the consent of RMC in writing.

For Construction, Development and Sale: 3 years. The Developer should first construct the area for rehabilitation for the existing on-site rehabilitation of JB Authorized Permanent Leaseholders.

For any delay in construction beyond 3 years, One year of extension time may be allowed by RMC without any interest/penalty. Any delay beyond one year, the Developer shall be liable to pay proportionate monthly penalty @1% of the premium P.M. (but not less than Rs. 1 Lakhs PM) for the first 6 months delay. If the delay continues further thereafter, again a proportionate monthly penalty @1.5% of the premium P.M. (but not less than Rs. 1.50 Lakhs PM) for the next 6 months shall be charged. While after the maximum allowed delay of 1 year as above, the agreement shall stand terminated as per termination clause of the Agreement.

11.4. Lease Rent to RMC

This lease rent, on the basis of built-up salable (sold/un-sold) area in the ownership of the Developer (excluding common public areas/utilities & Parking) which is permissible even though may not have been constructed and any such additional area (s) allowed and availed, due to any future increase in FAR) and commencing immediately upon construction being completed. G/F Rs. 4.00 per Sq. ft. P.M., F&S/F Rs. 3.00 per Sq. ft. P.M. and Rest/F Rs. 2.00 per Sq. ft. P.M., and compounding 15% increase after every 3 years

11.5. Operation & Maintenance and its Charges to Developer

The Developer shall operate and maintain the project and the created facilities, common areas/utilities etc., in good quality and as per the standards for such properties of repute.

If the project and the created facilities, common areas/utilities etc., as mentioned above, are not operated & maintained by the Developer as per the required standards and good quality, as above, RMC may inform and impose

suitable financial penalties for the same as may be decided from time to time, the defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of lease deed due to continued nature of such defaults, if any.

The developer shall be allowed to charge the Buyers/Users of the commercial/project area as per the need of the project and undertake the kind of operation and maintenance which it may require from time to time which ultimately remains the responsibility of the developer.

The developer shall operate & maintain the entire project area including parking and common areas & ancillary facilities entirely at their own cost without any interference of users and RMC in its management and also in expenses & charges/recovery of monthly maintenance charges, as may be deemed appropriate for the same.

11.6. Mortgage Rights

The Developer shall not be allowed to mortgage the project land.

The Developer shall be allowed to mortgage the project and created facilities excluding parking area and project land in favour of any Bank/FIs, subject to the first charge of the RMC and as per the payment, termination and other compensation clauses of this agreement. In case the Developer has to mortgage (second charge) the project as above, the Developer shall apply and obtain No Objection Certificate (NOC) from RMC up to period the full payment of premium is made and the project is completed, as envisaged.

Thereafter the Developer shall be allowed to mortgage the project land, project and created facilities (except RMC area, created common facilities and parking areas) for which no such permission from RMC shall be required.

11.7. Future Transfers of Property

All future sales and related transfers shall be allowed and executed by the Developer only for the areas owned by them, specifically excluding the areas of Parking, RMC commercial area and the common areas & facilities of the project, which shall be subject to applicable rules and regulations of RMC pertaining to such transfers, if any, from time to time.

11.8. Exit by the Developer

In case the Developer withdraws from the project, without the consent of RMC in writing or the project agreement is terminated by RMC, during the period of this project agreement or before, the following actions shall be taken:

- i) All the DD/FDR/BG shall be forfeited/en-cashed

- ii) Possession of constructed commercial, parking and the allied construction along with all common facilities and all moveable & immovable fixed assets in project area shall be taken over by RMC.
- iii) All vacant project land shall come back in possession of RMC without any objection whatsoever from the exiting Developer.
- iv) All the above shall revert back to RMC without any encumbrance/lien or objection of Developer or otherwise and without any prejudice to RMC’s right to recover from the Developer other claims & damages.
- v) Amounts paid by bidder shall not be refunded at any cost.
- vi) Any compensation payment shall be made to the exiting Developer, only after completing the project as planned, which shall be entirely at the risk and cost of the existing Developer.
- vii) The Developer shall be compensated only if the same facility is offered and accepted by another Developer and only as per following:
 - a. The exiting Developer shall get up to seventy percent of the depreciated value (valuation done by a mutually agreed valuer) of only commercial area owned by them except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land OR
 - b. The value offered by the incoming new Developer for the existing facilities of only commercial area owned by old Developer except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land

Compensation amount shall be the lesser of the amounts as worked out above at vii) a) and b) and the payable compensation shall be the amount obtained by deducting all outstanding costs, compensations, damages, penalties, interests etc. from the compensation amount. Payable compensation, if any, shall be paid only upon full realization of amounts due from the new Developer (Maximum up to seventy percent of the depreciated value of the valuation done by mutually agreed valuer) and after completing the project, as planned.

11.9. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Applicants shall not be disclosed to any person not officially concerned with the process or even to the Bidders. RMC will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. RMC will not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure.

All submissions, including any accompanying documents, will become the property of RMC. Applicants shall be deemed to license, and grant all rights to RMC to reproduce the whole or any portion of their submission for the purpose

of evaluation, to disclose the contents of the submission to other Applicants and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

11.10. Tests of Responsiveness

Prior to evaluation of Applications, RMC will determine whether each Application is responsive to the requirements of the RFP document. An Application shall be considered responsive if the Application:

- a. *Is received /deemed to be received by the Application Due Date including any extension thereof;*
- b. *Is signed, sealed and marked as stipulated in Clauses 4.4;*
- c. *Is accompanied by the Power(s) of Attorney as specified in Annexure- 3 & Annexure- 4;*
- d. *Contains all the information as requested in the RFP;*
- e. *Contains information in formats same as those specified in this RFP;*
- f. *Mentions the validity period as prescribed herein;*
- g. *Is accompanied by the MOU (for Consortium and specific to the Project);*
- h. *Is accompanied by an acknowledgement towards payment and purchase of RFP;*
- i. *Is accompanied with Letter of Transmittal as per Annexure-1;*
- j. *Is accompanied by all other relevant documents as desired in this RFP;*

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

11.11. Clarifications

To facilitate evaluation of Applications, RMC may, at its sole discretion, seek clarifications in writing or otherwise from any Applicant regarding its Application in respect of this Project.

11.12. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and RMC until execution of a contractual agreement.

11.13. In case a holiday is declared on the dates of receipt and/or opening of RFP, the date shall automatically stand extended to the next working day at the same time unless otherwise decided by RMC.

11.14. The Bidder shall not make any change in the downloaded EOI/RFP documents. If at any stage it is noticed that the Bidder has made any changes in the EOI/RFP documents, the EOI/RFP of such Bidder shall be summarily rejected.

11.15. Pages of the Eligibility documents/RFP are numbered. All the sheets submitted by the Bidder should be serially numbered by them. They should be submitted as a package with signed letter of transmittal.

- 11.16.** Project definition and details, as approved by the State Government, are forming integral part of this RFP [on pages 4 (four) to 10 (ten)] and the Bidders are advised to go through the same carefully and apply accordingly.
- 11.17.** If the validity of offer is extended beyond 180 (one hundred eighty) days, the Earnest Money shall also be duly extended accordingly, failing which the offer after the expiry of the aforesaid mentioned period shall not be considered by RMC.
- 11.18.** The Earnest Money is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of their offer. RMC shall not be liable to pay any interest or compensation on EMD in any circumstances.
- 11.19.** The Applicant should avoid ambiguity in their offer e.g. if they offer to the standard sizes, lengths dimensions, they should specifically state them in details without any ambiguity. Brief descriptions such as ‘standard lengths’ etc, to the extent possible, should be avoided in the offer.
- 11.20.** All Applicants or their representatives must bring with them an authority letter on the letterhead of the Applicant duly signed by competent authority to attend the tender opening, failing which they may not be allowed to attend the opening of the tenders at RMC. Envelopes marked “WITHDRAWAL” shall be opened first and the name of the Applicant shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 11.21. PRELIMINARY EXAMINATION OF TENDERS**
- a. RMC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & serial numbered, and whether the tenders are generally in order.
 - b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Applicant does not accept the correction of errors, its tender shall be rejected and the EMD thereof forfeited.
 - c. RMC may waive any minor informality, nonconformity or irregularity in a tender that does not constitute a material deviation, whether or not identified by the Applicant in their offer and/or Annexure to its tender, and that does not prejudice or affect the relative ranking of any Applicant as a result of the technical and commercial evaluation.
 - d. Prior to the detailed evaluation, RMC will determine whether each tender is of acceptable quality, is complete and is substantially responsive to the tendering documents. For the purpose of this determination, a substantially responsive tender is one that conforms to the terms and

conditions of the RFP.

11.22. EVALUATION OF THE OFFERS

- a. During tender evaluation, RMC may, at its discretion, ask the Applicant for a clarification of it's tender. The request for clarification and the response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted.
- b. The tenders received will be evaluated by RMC to ascertain the highest acceptable tender in the interest of RMC and also the people of Chhattisgarh State, as specified in the specification and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications or as may be suitably decided in this regard will be taken into consideration in the evaluation of offers.

11.23. MODE OF COMMUNICATION

- All communications sent / received through Registered post, Speed Post, Courier, Fax and authenticated E-mail to the Applicant / from the Applicant, after the submission of the bid and during the evaluation/selection process, shall be deemed to conclude the purpose/process.

11.24. OTHER TERMS & CONDITIONS

- The covered/open parking shall not be counted in F.A.R./Ground Coverage/building Height. The Ramp for such upper/Lower Floor Parking shall also not be counted in F.A.R. and Ground Coverage.
- All rules and norms as laid down in M.P./ C.G. Bhoomi vikas Nayam 1984 and the Raipur Development Plan 2011 and National Building Code shall be applicable from time to time.
- Copy of the measured Site Plan is enclosed for reference. The bidder is advised to independently ascertain the validity of the measurements provided. No claim on any variation in the dimensions / area and approach provided shall be admissible.
- The bidder may explore various available options of development of the said plot. As an indication the project may include a hotel along with commercial office spaces/shops/ recreational facilities/development etc.
- The above facts are indicative and the Developer should independently verify the same at their own end. RMC shall not be responsible at any point of time for any deviation in the above facts whatsoever.
- The Developer shall not be eligible for any exemption of Tax (s)/charges from RMC like Property Tax; water charges; advertisement tax etc and shall be treated at par with any other commercial development, as may be applicable from time to time.

- Rehabilitation scheme of permanent leaseholders of Jawahar Bazaar project land area would be done as per approved plans of RMC in this regard.
- The quality of the work has to be of high standard, good quality and self sustainable. The following standards and performance quality standards are to be adhered to while constructing all the above project facilities:
 - Every work shall be performed as per the prevalent instructions in the PWD schedule of rates (road/building), Raipur Circle/ CPWD schedule of rates and as per the Raipur Development Plan 2021 and/or CG. Bhumi Vikas Adhinyam, 1984.
 - Every work shall be performed as per the specifications of the NATIONAL BUILDING CODE OF INDIA 2005 with all its amendments.
 - Indian standards as applicable and desired by any other Central/State Government/Act.
 - Standards & operational norms for parking, commercial and parks /gardens, for designing, construction, operation and maintenance etc.
- Apart from the construction of the project, the Developer shall execute the following other works and make sure to operate and maintain the same:
 - Internal and External electrical works
 - Water supply works
 - Sanitary works including external sewage disposal system
 - Fire Fighting Systems and Fire Safety Measures as laid down in the National Building Code of India
 - Construction of Court Yards/Atriums, pathways etc
 - Road Construction and landscaping of all open spaces
 - External & common area lighting facilities
 - Lifts & Escalators in project area, if so required
 - Sufficient public conveniences i.e. first aid facility, public address system, may I help you counters, parking, toilets and urinals (of high standard and quality at each parking floor and also for the use of the general public of Malviya Road and Market people, as may be approved by RMC while sanctioning project plans for the use of Male/Female/Handicap people separately) etc. along with suitable facilities for the handicaps as per law.
- The Courts under the Hon’ble High Court of Chhattisgarh shall have jurisdiction over the project documents and lease deed in respect to this project.

IV. GUIDELINES FOR BIDDING**12.****ANNEXURE - 1: LETTER FOR TRANSMITTAL****TENDER FORM NO.:****Important Instructions:**

The information requested for should be strictly filled (including NIL and Not Applicable) in the blank spaces provided for this purpose. There shall be no overwriting or corrections while filling the forms. Overwriting or corrections may make the offer null and void.

To

**The Commissioner
Raipur Municipal Corporation (RMC)
Nagar Nigam Office
Near Gandhi Chowk,
Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 2531014
Fax: + 91 – 771 – 2227395
Email: dc_rmc@rediffmail.com,
Website: www.nagarnigamraipur.com**

Sub: Participation in the Tender process for Development of “Parking cum Commercial Complex” at Jawahar Bazaar, Malviya Road, Raipur, Chhattisgarh.

Dear Sir,

In response to the RFP issued to _____ (Name of the applicant) by Raipur Municipal Corporation (RMC), we are pleased to submit our RFP for participation in the above-mentioned project.

The applicant has entered into / not entered into a consortium (Tick which ever is applicable). In case of a consortium, mention the lead member and other member of the consortium

Lead member:	NAME OF THE MEMBER	Role of the Member
1.		

Other member:	NAME OF THE MEMBER	Role of the Member
1.		

RMC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this RFP from any where including the Applicant’s banks/ financial institutions, for which the applicant is ready to assist and furnish a letter authorizing the same, if required by RMC.

We do hereby confirm that:

We have the necessary authority and approval to submit the RFP and the letter of application.

The information/ data contained in the RFP and/ or submitted separately as a part of the other information are complete, true and correct.

We continue to be eligible to submit the letter of application and there is no litigation / debarment, current or pending against us which, if adversely decided, shall have significant impact on our ability to participate in the project.

We understand that the RMC reserves the right to change or amend the RFP.

We understand that we have to accept all the terms and conditions as listed in the RFP and are willing to abide by them.

We understand that the RMC reserves the rights to change, terminate, cancel or put on hold the process of selection of participants and execution of the proposed project.

We understand that the RMC has the sole right to shortlist the parties on the basis of their analysis and evaluation, subjective or objective of the RFP. Mere issuance of the RFP to us does not in any way give rise to any liability of RMC towards us.

In the event of any dispute with respect to selection/ allotment we will abide by the decision of RMC, which shall be final and binding and we will not object and/or take the matter to any court of law against such final decision of RMC. We shall not make any claim of expenses towards preparation, submission and presentation etc of their bid which shall be born by them entirely.

The following documents have been duly filled and submitted:

1. Mandatory Information
2. Project Information
3. Financial Bid

The non-refundable cost of the RFP is Rs. 10,000/- (rupees ten thousand) paid by Demand Draft/Pay Order bearing number _____ and dated _____ drawn on _____ (any scheduled commercial bank) and payable at Raipur, in favour of “The Commissioner, Municipal Corporation Raipur”. An acknowledgement slip towards having made this payment must be submitted and enclosed with the RFP.

We have enclosed the Earnest Money Deposit vide a Bank Draft/FDR/ Bank Guarantee bearing number _____ and dated _____ amounting to Rs. _____/- drawn on _____ (Name of Bank) in favour of “The Commissioner, Municipal Corporation Raipur” payable at Raipur.

This Application is accompanied with an interest free Earnest Money Deposit (EMD) of Rs. 20,00,000 (Rupees Twenty Lacs only) as above. It shall remain valid for a period not less than 180 (one hundred and eighty) days from the last/due date of submission. We understand that an offer not accompanied by the requisite EMD shall be rejected. The successful applicant will adjust similar percentage (%) of the EMD against the first installment of the License Fees payable and the balance EMD will be adjusted at the similar percent (%) as the percentage of next installment due. We also understand that EMD shall be refunded in case of unsuccessful applicants (Within thirty days of finalization of successful applicant) (However, no interest whatsoever shall be payable on the EMD for any delay in the refund of the EMD).

In the event of our offer being accepted and our failing to pay the 20% (twenty percent) within 30 (thirty) days from the date of such acceptance and before signing of the license agreement, for which no extension shall be allowed, the acceptance offer shall stand cancelled and the full amount of the EMD and the amount paid, if any, shall stand absolutely forfeited by RMC. Similarly in the event of cancellation of offer or withdrawal or surrender by the successful Applicant after the payment of the 20% (twenty percent) down payment, the entire EMD along with amount paid till that date including the amount of performance guarantee, shall be absolutely forfeited along with execution of the performance guarantee (for other dues and cost recovery) provided in this regard. In case of delay in payment of future due amounts by the due dates, such delayed payments will attract interest @1.25% P.M. for the first 6 months and additional penal interest @0.75% P.M. for next 6 months. The defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of agreement due to continued nature of such defaults, if any.

We agree to provide project payment and performance bank guarantee drawn on a schedule bank (as per format enclosed in RFP), at the time of signing of the agreement, for Rs. 2 Crores for the said project which shall be released once the complete premium payments including interest, penalty, costs etc. are made and the project is complete, as planned.

We accept that the amount of EMD and any other amount, if any, including the amount of performance and Bank guarantee, paid would be forfeited:

- i. in case we withdraw during the validity period of the bid;
- ii. in case after selection, we do not submit a letter of acceptance of the contract within 30 days of the issuance of the letter of acceptance Order (pending final signing of the contract) or do not accept and sign the contract;
- iii. in case we fail to take peaceful possession of the project land free of all encroachments and encumbrances within the stipulated time frame and as per offer letter.
- iv. in case we withdraw or do not perform even thereafter during the License period, as per the terms & conditions as laid out in the agreement;

The following persons may be contacted for any information/ clarifications from us relating to this project.

Name:	
Address:	
Mobile No.:	Telephone Number:
Fax Number:	
E-Mail Address:	

A notice or letter of communication addressed to us at the address given in the tender, even by ordinary post will be deemed to be valid and proper notice of intimation to us.

We confirm that we have read and understood all the terms and conditions and especially the terms related to the transfer of leasehold rights by RMC in favour of the Developer and later by the Developer in favour of the Buyers/Users (only 50% of the allowed constructed salable built-up commercial area including possession thereof) along with the ownership of Parking area while rest of the 50% (equal to the commercial area of the Developer) of the allowed constructed built-up commercial area for rehabilitation/disposal by RMC (to rehabilitate the existing on-site rehabilitation of Jawahar Bazaar Authorized Permanent Leaseholders or otherwise or to sell). The operation & maintenance of the entire project including the Parking area, RMC Area and the common areas shall be entire responsibility of the Developer. We further agree for imposition and recovery of lease rental in respect of the land and/or the constructed areas/units pertaining to us while charges and recovery for the operation & maintenance of the project shall be the entire responsibility of the developer. We also confirm that the lease period, as per the terms of this RFP and project detail & brief, for commercial area are acceptable to us. We shall also meet/accept all future lease renewal clauses, as are required in this RFP.

We confirm that we have inspected the conditions of physical infrastructure available on the site, plans and specifications of land including rehabilitation aspects of the Jawahar Bazaar authorized occupants and others and offer our acceptance to execute the project as per the terms and conditions contained in this RFP, agreement and strictly as per the Central/State rules for such development in vogue.

We confirm that the letter has been duly signed by the Director/Partner/Proprietor or any other person authorized to make the offer on behalf of the Applicant.

The offer shall be valid for a period of 180 days and extendable for another period of 180 days at the request of RMC in writing for such extension without any cost or interest for the same.

The resolution/Authorization letter is duly attached herewith as Annexure - 3

Thanking You,

Kind Regards

Authorized Signatory

(Insert Name and Designation)

Name:

Designation:

Place:

Date:

ANNEXURE - 2: ELIGIBILITY CRITERIA (TECHNICAL & FINANCIAL)**13. MANDATORY INFORMATION****Important Instructions:**

- The information requested for should be strictly filled in the blank spaces provided for this purpose
- There shall be no overwriting or corrections while filling the forms. Overwriting or corrections may make the offer null and void

13.1 Applicant related information

In case of an applicant being a consortium, all the following details would need to be supplied **for lead member and the other Member of the consortium separately.**

S. No.	Particulars	
1	Name of Applicant / Lead or Other Member of the consortium	
2	Company/Partnership Firm/Limited Liability Partnership/ Individual/ Cooperative Society	Yes/No If yes (Mention the legal status _____) and Reg. No. _____
3	Name(s) of Promoters/Partners/ Proprietors/ Members	1. 2. 3. 4. 5. 6. 7.
4	Address of the Registered Office	
5	Address of the Corporate Office	
6	Particulars of the Main Business Activities as per the Memorandum of Association/Partnership/ Objectives	
7	Year of Incorporation	
	Year of Commencement	
8	Shareholding Pattern (% of paid up share capital/capital)	Promoters/Partners/Members – Banks/Financial Institutions- Public- Others-

Attach Copy of registration certificate (including certificate of incorporation & commencement) of applicant/ each member of the consortium, in case of the applicant being a consortium.

Memorandum and Articles of Association/Partnership Deed of applicant/each member of the consortium in case of the applicant being a consortium Audited Balance Sheets, Profit and Loss Account and Copy of the Income Tax & Wealth Tax returns of the applicant/ each member of the consortium in case of the applicant being a consortium for last three years i.e., 2008-09, 2009-10 and 2010-11 together with Directors’ and the Auditor’s Report along with notes thereon and also the Annual Reports of applicant/each member of the consortium, as may be applicable, are to be provided with the RFP.

13.2 Pre-Qualification Stage

a. Project Experience related information

The Applicant and in case of consortium either of the member should have done at least 1 commercial or 1 Residential or 1 Infrastructure project or any combination thereof (which should be completed) in last 5 years till the F.Y. 2010-11. For the purpose of assessing the technical qualification of the bidders, the conditions are as under:

- i) One single commercial or residential or Infrastructure project or any combination of these projects, the value of which should not be less than Rs. 7.50 Crores

Here infrastructure projects mean projects like ISBT, SEZ, Industrial Park, Airports & Ports, Power Plants, Tourism, Parking lots, Roads/Highways etc.).

All necessary relevant documents to support experience as above including the allotment (s) and/or BOT/BOO agreement (s), in proof of having executed such project (s) must be attached with the RFP by the Applicant. The same shall be certified by the Statutory Auditor of such Member vide **Form - 3 of Annexure – A.**

Enclose as Annexure - A: Statutory Auditor’s certificate certifying development & implementation of the Commercial/Residential/Infrastructure or any combination of these projects (as explained above), the details of built up space for the Commercial/Residential/Infrastructure component including the Net Worth and the Capital Investment in the Project (s) are to be provided in **Form –1,2 & 3.**

b. Investment Capability related data

Information with respect to the Tangible Net Worth of the Applicant/ Member of the consortium vide **Form - 2 of Annexure – A.**

The following figures, duly certified by the Statutory Auditors of the Applicant and in case of consortium by both the members need to be

submitted along with the Audited Balance Sheet and Annual Returns for verification of the following financial requirements to be fulfilled by the applicant and in case of consortium by both the members together:

- i) Net worth Rs. 3 Crores as on 31.03.2011
- ii) Average Annual Turnover (any industry) of Rs. 11 Crores in last 3 years till 31.03.2011.

c. Income Tax and Annual Returns

Copy of the Income Tax and Annual Returns filed by the Applicant (in case of consortium by all the members of the consortium) along with promoters/directors/partners/board members of each Applicant/each member of the consortium in the last three financial years up to 2010-11 duly certified by the Statutory Auditors.

d. Turnover related information

Average Turnover of the Applicant/Member # ___ of the consortium in the last three financial years (Rs. in Crores) duly certified by the Statutory Auditors:

Financial Year	2010-11	2009-10	2008-09
Annual Turnover ¹ as per the audited Profit and Loss Account (Rs. in Crores)			

13.3 Disqualification

Even if the Applicants meet the above criteria, they are subject to disqualification if the Applicants or any of their constituent members has:

- i) Made misleading or false representations in the forms, statements and attachments submitted; or
- ii) Records of poor performance during the last 5 (five) years, as on the date of application such as abandoning work, rescinding of contract for which the reasons are attributable to the non-performance of the Developer, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Applicant or any of its constituents or financial failure due to bankruptcy, etc.; or
- iii) Shown poor performance in the implementation of works of RMC Agencies;
- iv) Been debarred by RMC or its Agencies; or

- v) Submitted a RFP, which is not accompanied with all required documentation;
- vi) There are inconsistencies between the Proposal and the supporting documents; or
- vii) Failed to provide clarifications desired by RMC; or
- viii) It did not provide information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by RMC without communication with the Bidder). RMC reserves the right to determine whether the information has been provided in reasonable detail; or
- ix) In case of Applicant’s existing Company/Firm/LLP/Cooperative Society or a Joint Venture/Consortium Company/Firm/LLP/Cooperative Society, any one or both of the following shall amount to disqualification:
 - a) If, any of the Directors or the Promoters or Partners or Board Members (as defined in takeover code of SEBI Act) have a criminal history or have been convicted by any court of law for any of the offences under any governing laws;
 - b) If, any criminal proceeding is pending in any court of law in any jurisdiction against any of the Directors or the Promoters or Partners or Board Members (as defined in takeover code of SEBI Act) and if any such proceeding are likely to culminate in conviction.
- x) A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - a) Which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b) Which limits in any substantial way, inconsistent with the RFP, RMC’s rights or the Bidder’s obligations under the Agreement, or
 - c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals;

A self-declaration in respect of the above is to be attached by the applicant and/or each member of the consortium along with a third party certification to the extent possible.

ANNEXURE – 3: DRAFT POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (Name and residential address) who is presently a Director/Partner/Proprietor/Board Member/Employed with us and holding the position of as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “PARKING CUM COMMERCIAL” project at Jawahar Bazaar, Malviya Road, Raipur (Chhattisgarh), including signing, submission and collection of all documents and providing information / responses to Raipur Municipal Corporation (RMC), representing us in all matters before RMC, and generally dealing with RMC in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated thisDay of2012

For _____

Accepted

Director/Partner/Proprietor/Board Member

(Signature)

(Name, Title and Address)

Of the Attorney

Note:

- ◆ *To be executed on stamp paper of appropriate value by the Applicant.*
- ◆ *The mode of execution of the 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 (Copy of such document should be submitted along with the power of Attorney).*

ANNEXURE – 4: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas Raipur Municipal Corporation (RMC) has invited applications from interested parties for the construction of the Project “PARKING CUM COMMERCIAL” at Jawahar Bazaar, Malviya Road, Raipur (C.G.).

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request For Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds & things as may be necessary in connection with the Consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting singly/individually or jointly in consortium, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s....., and M/s..... (the respective names and addresses of the registered office) do hereby designate M/s..... being one of the member of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including signing, submission and collection of application/ proposal, participating in conferences, responding to queries, submission and collection of information/ documents and generally to represent the Consortium in all its dealings with RMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the License Agreement is entered into with RMC.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Consortium.

Dated thisDay of2012

(Executants)

(To be executed *on stamp paper of appropriate value* by all the members in case of a Consortium)

Note:

- ◆ The mode of execution of the 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 (*Copy of such document should be submitted along with the power of Attorney*).

ANNEXURE – 5: AGREEMENT FORMAT

AGREEMENT

This Agreement (**‘Agreement’**) is made and executed at Raipur on this _____ day of _____, 2012

BY AND BETWEEN

Raipur Municipal Corporation, hereinafter referred to as **‘RMC’**, Raipur, Chattisgarh (C.G.), an Urban Local Body (which expression shall, unless it is repugnant to the subject or context thereof, include its successors and permitted assigns) represented by (name of the designated officer to be nominated by the RMC or any other appropriate authority) of the **FIRST PART**;

AND

M/s _____, a company incorporated under the Companies Act, 1956, having its Registered Office at _____ hereinafter referred to as the **‘Developer’**, (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, liquidator and permitted assigns) represented by [**insert name and designation of the concerned officer**] of the **SECOND PART**;

(RMC and the Developer are hereinafter also individually referred to as a **‘Party’** and collectively as **‘Parties’**).

WHEREAS:

- A. RMC is an Urban Local Body of Raipur constituted by the Government of Chhattisgarh (C.G.) as above;
- B. RMC owns leasehold land admeasuring _____ Sq. Mtr. (Approx _____ acres) as part of Khasra No. _____, Patwari Halka No. _____ located at Jawahar Bazaar, Malviya Road, in Raipur city, as more specifically described in **Paragraph 1 of Annexure – G** and marked out in red in the plan set out in this **Annexure – H (‘Project Land’)**, as detailed in the revenue records _____. The land use of the said plot of land, as per Deptt. Of Town and Country Planning/ Master Plan, vide their letter No. _____, is “Parking cum Commercial”.
- C. RMC is desirous to lease out the project land for executing the Project (as defined hereinafter) on the Project Land in order to augment the existing parking facilities in Raipur including associated commercial facilities. The project is envisaged as a Parking cum Commercial project, as permissible on this plot of land. The said Project has been sanctioned and approved by the RMC in its MIC meeting held on _____, by Town & Country Planning on _____ and by the Government of Chhattisgarh vide letter No. _____.
- D. RMC had, therefore, invited bids for development of the Project for planning, designing, financing, construction & development, marketing and operation &

maintenance rights of the Project Land and the Developer had submitted its bid vide Request For Proposal No. ____ (**Tender Document-RFP**). The bid of the Developer, for a total license fee of Rs. _____ (**License Fees**) to be paid as provided in this Agreement, has been accepted by RMC in accordance with the bidding process, vide its letter No. _____ dated _____.

- E. The Project is proposed to be executed on a Plan, Design, Build, Own, Market and Operate & Maintain basis during the Project Period (as defined hereinafter) and on the terms and conditions set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1

Definitions and Interpretations

1. Pursuant to acceptance of the Developer’s bid by RMC, the Parties wish to enter into an agreement setting out the terms of planning, designing, financing, construction & development of the entire Project, and the subsequent disposal of the Project on sale/transfer/lease including possession thereof by the Developer directly in favour of the Buyers/Users (only for the 50% of the allowed constructed built-up salable commercial area/unit). The Developer shall also own the entire Parking area. The Developer shall also be responsible to run, operate and maintain the entire project including associated Parking area and terrace. The operation and maintenance of the entire Project shall be the sole responsibility of the Developer during the life of the Project including the commercial area of RMC and Parking & common areas in the project.

2. Definitions

In this Agreement (including the recitals above, Annexure and Schedules attached hereto) except where the context requires otherwise, the following words and expressions shall have the following meaning:

‘Agreement’ means this Agreement, along with all Annexure and Schedules attached hereto and as amended from time to time in accordance with the provisions hereof;

‘Bank Guarantee’ means a bank guarantee as set out in **Annexure – E**, for Rs. 2 (two) Crores at the time of making the first payment and keeping the same alive till the successful completion of the Project and till the final payment is made.

Fresh BG for the same amount shall be provided in place, if the BG provided is revoked / encashed during the project period and such BG shall be kept alive at all times for all future coverage, if any.

‘Constructions’ means all buildings, including parking units, retail and commercial units and spaces, infrastructure, superstructures, public utilities, common facilities and constructions of any nature whatsoever created by the Developer on the Project Land;

‘Commencement Date’ shall have the meaning as described to it under Article 4.1.2 below;

‘**Commercial Units**’ mean the sellable commercial units to be constructed by the Developer as part of the Project, which may be in the form of Hotel/Multiplex/Recreational Center/Office Space/Shopping etc. including retail areas, if constructed on the project land except only the common facilities and amenities and the space required therefore as per approved plans which shall never be allowed to be sold without the amendment in approved plans/written permission of RMC and if sold without approval/written permission, the same shall be illegal/invalid and hence null and void;

‘**Common Facilities and Amenities**’ means lifts/escalators, common lights & facilities, entire parking, corridors, hallways, passageways, driveways, common Toilets, pump rooms, tube-wells, underground water reservoirs, overhead water tanks, enjoyments & provisions for the maintenance & management of the building except the roof and terrace rights of the commercial building which shall remain in exclusive ownership of RMC;

‘**Completion Certificate**’ means a certificate from an engineer/ architect acceptable to the RMC certifying that the Project has been completed in accordance with the approved Layout and Building Plans;

‘**Escrow Account**’ means an escrow account titled [insert] to be opened by the Parties with the Escrow Agent, being a scheduled commercial bank for collection of all amounts received from the Project (Commercial unit/area) Buyers/Users towards earnest money for booking and installments for the sellable Commercial Units/areas only;

‘**Escrow Agent**’ means [insert name of the Bank], being a scheduled commercial bank;

‘**FSI/ FAR**’ means Floor Space Index/ Floor Area Ratio i.e. the quotient of the ratio of the combined built-up floor areas on all floors to the total area of the Project Land as permitted by law;

‘**Layout Plan**’ means the detailed plan for the Project formulated by the Developer, in accordance with the provisions contained in Article 4.1.1 of this Agreement and the building and construction norms, regulations, bye-laws and rules applicable in Raipur and other conditions approved in writing by RMC along with the applicable standards or equivalent safety & operation norms for building, common areas, entire parking and construction;

‘**Lease Deed**’ means the lease deed in the form and content set out in **Annexure – C** hereto for the grant of the lease by RMC to the Developer, in respect of the Project Land for the Lease Period and sale/transfer/lease including possession of units/areas (only 50% of the allowed constructed built-up salable commercial units/areas) by the Developer to the commercial Buyers/Users directly, as per the terms and conditions of the agreement and as per approved format from RMC initially. RMC executes a lease deed in favour of the Developer in accordance with the Madhya Pradesh/C.G. Prakosth Adhiniyam, 1976 or any other law applicable from time to time for such sale/transfer/lease;

‘**Lease Period**’ means the total lease period of 90 years, first term being 30 years as per the Lease Deed, commencing from the date of execution of the Lease Deed for grant of leasehold right of the Project Land in favour of the Developer. The lease

granted herein shall be renewed for another two terms of 30 years each and shall be governed by the Chhattisgarh Nagar Tatha Gram Nivesh Adhinyam, 1973 and the Rules notified there under, as may be as amended from time to time.;

‘Lease Rent’ means the monthly lease rent, for the grant of the leasehold right (through the lease of Project Land) in respect of 50% of Project areas/units (Commercial) constructed (i.e. the share of the Developer) except the common areas and entire parking areas, as per the Lease Deed of the Project Land for the Lease Period on the terms and conditions contained in this Lease Deed to be entered directly between the Buyers/Users and the Developer:

The lease rent (on the basis of built-up salable (sold/un-sold) area (excluding common public areas/utilities and entire parking) which is permissible even though may not have been constructed and any such additional area allowed, if any) shall be as under:

Ground Floor	: Rs. 4.00 per Sft. (P.M.)
(Including Upper/Lower Ground Floors)	
First & Second Floor	: Rs. 3.00 per Sft. (P.M.)
All other Floors	: Re. 2.00 per Sft. (P.M.)

The above rent will increase after every 3 years from the date of first lease @15% compounding of the then prevailing lease rent from time to time. The recovery of such lease rentals would be done directly through cheque/draft only in favour of RMC from the Buyers/Users and the Developer shall be responsible for collection of such lease rent. The Developer shall not be entitled to collect such lease rent in cash and the same shall be paid by the Buyers/users only at the cash counter of RMC directly.

‘License Fees’ shall mean an aggregate license fee of Rs. [insert] to be paid by the Developer to RMC, in accordance with this Agreement, for the right to develop and dispose off for consideration (on lease in favour of the prospective Buyers/Users to whom the Developer has sold the area/unit against consideration) the Commercial/Retail units (only 50% of the allowed constructed built-up salable commercial units/areas, except the RMC areas, common areas and parking areas).

‘License Period’ Time allowed, shall be as under (w.e.f. the date of peaceful physical vacant possession of project Land):

The Developer shall submit a final plan for approval distinctively showing areas for the parking, Commercial, RMC areas, Common areas/Utilities and other areas of the project (including placement of advertising hoardings and other advertising plans (outdoor, indoor & on terrace) within the project site which is to be strictly as per the Raipur Master Plan and/or CG. Bhumi Vikas Adhinyam, 1984. This plan can be changed in future only with the consent of RMC in writing.

‘Authorized Permanent Leaseholder of Jawahar Bazaar’

Rehabilitation scheme of permanent leaseholders of Jawahar Bazaar project land area would be done as per the agreement dated 07.03.1996 between such leaseholders and RMC and as per approved plans of RMC in this regard.

For Construction, Development and Sale: 3 years. The Developer should first construct the area for rehabilitation for the existing on-site rehabilitation of JB Authorized Permanent Leaseholders.

For any delay in construction beyond 3 years, One year of extension time may be allowed by RMC without any interest/penalty. Any delay beyond one year, the Developer shall be liable to pay proportionate monthly penalty @1% of the premium P.M. (but not less than Rs. 1 Lakhs PM) for the first 6 months delay. If the delay continues further thereafter, again a proportionate monthly penalty @1.5% of the premium P.M. (but not less than Rs. 1.50 Lakhs PM) for the next 6 months shall be charged. While after the maximum allowed delay of 1 year as above, the agreement shall stand terminated as per termination clause of the Agreement.

Operation & Maintenance and its Charges The Developer shall operate and maintain the project and the created facilities, common areas/utilities etc., in good quality and as per the standards for such properties of repute.

If the project and the created facilities, common areas/utilities etc., as mentioned above, are not operated & maintained by the Developer as per the required standards and good quality, as above, RMC may inform and impose suitable financial penalties for the same as may be decided from time to time, the defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of lease deed due to continued nature of such defaults, if any.

The developer shall be allowed to charge the Buyers/Users of the commercial/project area as per the need of the project and undertake the kind of operation and maintenance which it may require from time to time which ultimately remains the responsibility of the developer.

The developer shall operate & maintain the entire project area including parking and common areas & ancillary facilities entirely at their own cost without any interference of users and RMC in its management and also in expenses & charges/recovery of monthly maintenance charges, as may be deemed appropriate for the same.

‘Parking Units’ mean the parking units i.e. Equivalent Car Space (ECS), as described in the Chhattisgarh Bhumi Vikas Adhinyam/ Raipur Development Plan, 2021, to be constructed by the Developer as part of the Project (specially for allowed constructed Commercial units/areas) for the specific use of parking only which shall be apart from the additional parking area i.e. **constructed/built covered parking area equal to 125% of the area of the project land (i.e. 1.25 FAR is to be consumed exclusively for Parking);**

‘Payment Schedule’ means the schedule as set out in **Annexure – B** hereto for payment of installments towards the License Fees;

‘Person’ means any individual, body corporate, association of individuals or bodies corporate, society / trust or such entity as is capable of having rights and obligations under applicable law;

‘Project’ means to plan, design, finance, construct & develop, market, dispose off, (for consideration only the 50% allowed constructed built-up commercial units/areas), own, operate and maintain the entire project of the “Parking cum Commercial” on the Project land, the accompanying access-ways, landscape, green areas, utilities and services,

telecom and other infrastructure, etc. in accordance with the approved Layout and Building Plan;

‘Project Buyers/Users’ mean all Persons to whom the Developer offers to sell / transfer / lease the commercial Units / Areas and who accepts the offer of the Developer on the terms & conditions of such offer as per approved sale / transfer / lease deed by RMC and / or who occupy the Commercial Units on ownership / rent / lease including Buyers/Users of 50% allowed constructed built-up salable commercial units/areas owned by RMC;

‘Project Land’ means the plot of land as described in the beginning and situated at Jawahar Bazaar, Malviya Road, Raipur (Chhattisgarh).

‘Project Period’ means a total period of 90 (ninety years), starting with lease for a period of 30 (thirty years) and such extended/renewed period as per this Agreement commencing from the date of execution of the first Lease Deed by RMC in favour of the Developer;

“Rehabilitation of Authorized Permanent Leaseholders” means a scheme of rehabilitating the authorized permanent leaseholders of Jawahar Bazaar in line with scheme of RMC;

‘The Developer’ means the promoter, builder (Single/Consortium entity) who has been awarded this Project through this Tender;

‘The Owner’ means Raipur Municipal Corporation (RMC), Raipur (Chhattisgarh)

‘Transfer of Property’ means the Lessee shall under no circumstance assign, relinquish, transfer or part with the possession or any portion less than a whole of the leased Land nor cause any sub-division thereof by metes and bounds or otherwise as the case may be except as allowed by RMC in writing and shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof. Further, the Lessee may sell / transfer / lease the project areas/units to the prospective Buyers / Users for use under the Madhya Pradesh / C.G. Prakosth Adhiniyam, 1976 or any other law applicable from time to time for such sale/transfer/lease and shall be liable for a transfer charge as under:

‘Transferee’ means a Person, Firm, Company, Society/Trust, Association of Persons or Body of Individuals to whom any constructed commercial unit/area in the building has to be transferred by the Developer/RMC and/or Project Users/Buyers/initial owners;

3. Interpretation

Unless the context of the Agreement otherwise requires, (a) words of any gender are deemed to include each gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement; (d) references to Recitals, Articles, Annexure or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles,

Annexure and Schedules of or to this Agreement and shall always form part of this Agreement; (e) all reference to “Rupees” refer to currency of India; (f) the headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement; (g) any reference to a day shall mean a reference to a calendar day; and (h) references to Indian law shall include the Central & State laws, acts, ordinances, rules, regulations, or bye laws which have the force of law and shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder (i) courts in respect of this agreement would mean competent courts within the jurisdiction of the Hon’ble Chhattisgarh High Court.

Article 2

Grant of License

- 2.1 Subject to the terms and conditions set forth in this Agreement, RMC hereby grants and authorizes the Developer to plan, design, construct & develop, complete, manage, market, finance and operate & maintain the Project (**‘License’**) on the terms and condition of this Agreement, within the License Period. The License entitles the Developer to the following benefits, privileges, authorizations and entitlements, to be exercised in accordance with applicable laws:
- (a) To, plan, procure, design, engineer, construct, develop, market, finance and operate & maintain the Project, including the Commercial Units, the paved access-ways, parking areas, soft and hard landscaped areas, utilities and services, telecommunication infrastructure, etc. apart from the exclusive parking area of the project in conformity with the Layout Plan (*as approved by RMC in accordance with Article 4.1 below*);
 - (b) To market and sell only the Commercial Units / Areas (50% of the allowed constructed built-up salable commercial units/areas) to Project Users (for consideration) and to enter into offer to sell with Project Users for transfer of the Commercial Units/Areas to them. It is clarified that the Developer shall be entitled to enter into agreements **to transfer** in respect of the Commercial Units/Areas **and shall not** handover the possession and complete the transfer of such Commercial Units/Areas until the execution of the Lease Deed by RMC in favour of the Developer. The offer to sell shall also record the fact that the transfer of the Commercial Units/Areas cannot be completed prior to the execution of the Lease Deed between the RMC and the Developer in accordance with the terms of this Agreement. The Developer shall execute the agreement to transfer, with the Project Users / Buyers, in a format approved by RMC initially only.
4. Nothing contained herein, including the grant of License, shall be construed as a sale, lease, transfer or assignment of any title or interest in the Project Land, in favour of the Developer and lease of the Project areas/units shall be completed only upon execution of the Lease Deed by RMC as contemplated in Article 5.

Article 3**License Fees**

3.1 The Developer shall, in consideration for grant of the License, pay to RMC, the License Fees as mentioned below:

Description	Time Frame	Payment towards License Fees (Rs. In Lacs)	Installment
I st Installment	Within 30 (thirty) days from the date of acceptance and before signing of the License Agreement	[Insert]	Up front payment of 20% (twenty percent) of the license fees, after adjusting 20% (twenty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)
II nd Installment	Within 8 (eight) months from the date of signing the agreement	[Insert]	30% (thirty percent) of the License Fees, after adjusting 30% (thirty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)
III rd Installment	Within 16 (sixteen) months, from the date of signing the agreement	[Insert]	20% (twenty percent) of the License Fees, after adjusting 20% (twenty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)
IV th Installment	Within 24 (twenty) months, from the date of signing the agreement	[Insert]	30% (thirty percent) of the License Fees, after adjusting 30% (thirty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)

Interest & Penalty on delayed payments:

In case of delay in payment of due amounts by the due dates, such delayed payments will attract interest @1.25% P.M. for the first 6 months and additional penal interest @0.75% P.M. for next 6 months. The defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of agreement due to continued nature of such defaults, if any.

Project Payments and Performance Bank Guarantee:

The successful Developer shall be required to submit project payment and performance bank guarantee drawn on a schedule bank (as per format enclosed in RFP), at the time of signing of the agreement, for Rs. 2 Crores for the said project which shall be released once the complete premium payments including interest, penalty, costs etc. are made and the project is complete, as planned.

Change in actual land size at the time of possession and consequential change in price:

The bid price will have to be accordingly increased or decreased as per the actual physical possession of land at the time of land possession. If the actual possession of land is less or more than 1.50 Acres, as envisaged, the bifurcation of areas amongst Commercial and Parking shall accordingly vary proportionately i.e. 50:50.

Present FAR and impact/charges for future increase in FAR, if any:

For Commercial, FAR is 1.25 and constructed/built covered parking area equal to 125% of the area of the project land (i.e. 1.25 FAR is to be consumed exclusively for Parking) (or as applicable at the time of making submissions for approval, as per the Raipur Development Plan, 2021 and/or CG. Bhumi Vikas Adhiniyam, 1984). Benefits of any increase in applicable FAR, if allowed in future due to change in Master Plan, shall remain vested with RMC but can be transferred to the Developer against a consideration which shall be decided as per prevailing applicable norms of RMC from time to time.

3.2 Bank Guarantee

The Developer shall obtain and maintain throughout the license period an irrevocable bank guarantee, as set out in **Annexure – E**, for Rs. 2 (two) Crores which shall remain valid for the entire License Period in favour of RMC towards payments and performance security.

The terms of the Bank Guarantee shall provide that RMC shall be entitled to enforce the same in the event there is any default in performance or payment of any installment towards the License Fees in accordance with the payment schedule and interest, penalty and costs if any. It is clarified that in the event the Bank Guarantee is encashed by RMC pursuant to default in payment of the License Fees, in accordance with the payment schedule, the Developer shall immediately provide a fresh Bank Guarantee for performance and the balance installment of license fees remaining to be paid at that point of time including the interest, penalty, cost/ losses/ damages, if any, incurred by RMC due to such encashment/devolution of the Bank Guarantee;

Article 4

Development of the Project

4.1.1 Layout Plan

- 4.1.1.1 Within one month from the date of down payment of 30% (thirty percent) of the License Fees and after execution of this Agreement, the Developer shall submit to RMC and the Department of town & Country Planning for their approval, a Layout and Building Plan for the Project, which shall be in conformity with the following conditions:

The FSI/FAR shall be 1.25 for Commercial and Constructed/built covered parking area equal to 125% of the area of the project land (i.e. 1.25 FSI/FAR exclusively for Parking only)

The Layout Plan shall make sufficient provision for utilities and facilities such as captive power Gensets, water management and supply systems and public conveniences/facilities including parking for 1.25 FAR of Commercial area apart from the 1.25 FAR to be utilized exclusively for parking only. The Developer shall also provide all common infrastructure, utilities and sewerage facilities required for the ancillary Commercial area / Project including Parking. Any basement areas constructed by the Developer shall be utilized only for providing parking facilities for the Project Users or as per the sanctioned plan. Parking areas shall be constructed and provided strictly in accordance with various applicable clauses of the CG. Bhumi Vikas Adhinyam / Raipur Development Plan and parking areas so provided may be distributed on various constructed floors and in the open areas as prescribed in the CG. Bhumi Vikas Adhinyam / Raipur Development Plan. The Developer shall ensure that at least 400 Sqm. of the built-up area is dedicated to construction of facilities and utilities required for the Commercial Center as per desired indicative minimum facilities at **Annexure - F** enclosed.

The Layout Plan and the development of the Project Land in pursuance of the same shall be strictly in accordance with applicable building and municipal laws, bylaws or regulations as prescribed by the statutory Central/ State Authorities.

RMC reserves the right to reject any layout plan submitted by the Developer on any account whatsoever including without limitation, on account of the fact that the same does not adhere to the stipulations specified in this Article 4.1.1

4.1.2 RMC shall ensure that the Project Land is made available to the Developer for commencement of the Project within thirty days of the execution of this Agreement i.e. the “**Commencement Date**” provided that the following conditions have been fulfilled:

- The Developer has made down payment of the first installment towards the License Fees as required under Article 3.1 above;
- The Developer has arranged the Bank Guarantee as stipulated in Article 3.2 above;

4.1.3 Reporting Requirements

The Developer shall keep reporting to RMC the status of the Project on quarterly basis for ensuring construction progress, booking/sale of commercial area and compliance with the Layout Plan. In particular the report shall provide the following details:

- ❖ Status of the Project approvals from the statutory authorities
- ❖ Status of Development/Construction at site and the cost incurred for the same on a quarterly basis

- ❖ Status of adherence to the standards or equivalent safety & operation norms for Commercial and Parking designing, construction, operations, testing, maintenance etc.
- ❖ Status of adherence to the rules and norms as laid down in M.P./ C.G. Bhoomi vikas Adhinyam, 1984 and the Raipur Development Plan 2021/PWD as are applicable in respect of the project
- ❖ Status of adherence to the standards as applicable and desired by any other Central/State Government/Act
- ❖ Status of marketing and disposal scheme of the Project in each quarter
- ❖ Envisaged plan for the development/ construction in the next quarter
- ❖ Quarterly comparison statement of actual progress vs projected progress for all the above areas including reasons for deviations, if any.
- ❖ The Developer shall also submit to the RMC, annual audited results of the Project on or before 1st October of every year during the term of this Agreement.

4.1.4 Other Obligations

The Developer undertakes to complete the Project within the License Period. Upon the completion of the Project, the Developer shall obtain the Completion Certificate for establishing the completion of the Project.

The Developer undertakes to pay all the municipal taxes and maintenance charges etc in respect of the Project and the Project Land from the Commencement Date till the Project is complete.

The Developer also undertakes to name the Project in such a manner that the title “RAIPUR MUNICIPAL CORPORATION (RMC)” appears at the Project site at all prominent location/building(s).

It is clarified that all responsibilities relating to the Project (without limitation), obtaining the requisite approvals / sanctions for the Project, compliance with all construction and municipal laws in relation to the Project, constructing, providing and maintaining necessary utilities and amenities including sewerage, sanitation, electricity and water connection, other civic amenities and obtaining necessary permissions from appropriate authorities (Central/State) for the same including applicable environment clearances, construction and quality of the Commercial Units/Areas, Parking and the Project etc. shall be the sole and exclusive liability/ responsibility of the Developer. The Developer as provided in Article 6 below shall undertake the operation & maintenance of the Project during the Project Period.

The Developer would be required to make his own arrangements for obtaining approvals for all utilities such as water, electricity, sewerage, sanitation, roads, fire, safety etc. from the relevant authorities.

It is also agreed between the parties that all present and future terrace rights of the commercial area shall remain vested with only RMC who shall be entitled to utilize the same in any manner permissible under the law including any future

construction allowable due to any increase in permissible FAR. However maintenance of the commercial, terrace, parking areas and all-common areas & facilities including future constructed area due to additional FAR, will remain the sole responsibility of the Developer and/or SPV. The Developer shall also ensure that the structure in whole and the terrace in particular are so designed that advertisement hoardings, communication towers etc., as permissible under governing laws and by-laws, may be erected over the terrace.

4.1.5 Insurance

The Developer shall arrange full insurance cover as per the standard practice in the industry, covering all the applicable risks in respect of the entire Project containing Constructions, commercial and Parking etc.

A certified copy of all such insurance policies shall be provided to the RMC, within 15 (fifteen) days from the date of receipt of such Policy. In case of any default, the aforesaid may be insured by RMC at the cost of the Developer;

The Developer shall ensure the timely payment of the premium of the policies taken by the Developer, and will submit copies of receipt of the payments of such premium to the RMC within a period of 15 (fifteen) days along with the installment details.

4.1.6 The Developer undertakes to complete the Project in all respects as under:

- 4.1.6.1 In accordance with the Layout and Building Plan as approved by the competent authorities including RMC, within the License Period.
- 4.1.6.2 Basement shall be used for parking and services and any other use of the basement shall be permissible only as per the sanctioned plan and applicable norms in vogue.

4.1.7 Apart from the construction of the project, the Developer/Builder shall execute the following other works too and make sure to operate and maintain the same:

- 4.1.7.1 Internal and External electrical works
- 4.1.7.2 Water supply works
- 4.1.7.3 Sanitary works including external sewage disposal system
- 4.1.7.4 Fire Fighting Systems and Fire Safety Measures as laid down in the National Building Code Of India
- 4.1.7.5 Construction of Court Yards/Atriums
- 4.1.7.6 Road Construction and landscaping of all open spaces
- 4.1.7.7 External & common area lighting facilities
- 4.1.7.8 Lifts & Escalators in common areas
- 4.1.7.9 Sufficient public conveniences i.e. first aid facility, public address system, may I help you counters, parking, toilets and urinals (of high standard and quality at each parking floor and also for the use of the general public of Malviya Road and Market people, as may be approved by RMC while sanctioning project plans for the use of Male/Female/Handicap people separately) etc. along with suitable facilities for the handicaps as per law.

The Developer/Builder shall abide by all the rules and regulations of “NAGAR NIGAM VIKAS YOJANA”, RAIPUR, “BHUMI VIKAS ADHINIYAM 1984”, “NAGAR

NIGAM UPVIDHI” and “RAIPUR DEVELOPMENT PLAN, 2021” and all other applicable laws (including future laws) for the time being in force.

The Developer/Builder shall keep all open spaces, corridors, lifts/escalators, terrace, stairs, toilets and other public utility spaces for the use of the general public and such areas shall be owned by RMC in the commercial area apart from the ownership of complete parking area.

The Developer/Builder shall not enter into agreement(s) to sell/transfer/lease and provide possession of the units/areas (only 50% of the allowed constructed salable built-up commercial units/areas) in the commercial units/areas to such buyers/users who may cause sound, water, air or social pollution such as, workshops, smoke generating businesses etc.

4.1.8 Time allowed, shall be as under (w.e.f. the date of peaceful physical vacant possession of project Land):

The Developer shall submit a final plan for approval distinctively showing areas for the parking, Commercial, RMC areas, Common areas/Utilities and other areas of the project (including placement of advertising hoardings and other advertising plans (outdoor, indoor & on terrace) within the project site which is to be strictly as per the Raipur Master Plan and/or CG. Bhumi Vikas Adhiniyam, 1984. This plan can be changed in future only with the consent of RMC in writing.

For Construction, Development and Sale: 3 years. The Developer should first construct the area for rehabilitation for the existing on-site rehabilitation of JB Authorized Permanent Leaseholders.

For any delay in construction beyond 3 years, One year of extension time may be allowed by RMC without any interest/penalty. Any delay beyond one year, the Developer shall be liable to pay proportionate monthly penalty @1% of the premium P.M. (but not less than Rs. 1 Lakhs PM) for the first 6 months delay. If the delay continues further thereafter, again a proportionate monthly penalty @1.5% of the premium P.M. (but not less than Rs. 1.50 Lakhs PM) for the next 6 months shall be charged. While after the maximum allowed delay of 1 year as above, the agreement shall stand terminated as per termination clause of the Agreement.

4.1.9 The quality of work:

The quality of work should be of high standard and the facilities to be provided in the project shall be self sustaining including operation & maintenance thereof as under:

- i) The project quality and progress will be observed/ monitored by the Engineers and the Committee of RMC.
- ii) Every work shall be performed as per the prevalent instructions in the PWD schedule of rates (road/building), Raipur Circle/ CPWD schedule of rates and as per the Raipur Development Plan 2021.

- iii) Every work shall be performed as per the specifications of the NATIONAL BUILDING CODE OF INDIA 2005 with all its amendments.
 - iv) Standards & operation norms for parking and commercial for designing, construction, operations, maintenance etc.
 - v) Indian standards as applicable and desired by any other Central/State Government/Act
 - vi) The Executive Engineers (E.E. - Projects), RMC, Raipur, shall provide the completion certificate.
 - vii) The lease agreement under the rules/sub-rules of C.G. Nagar Palik Nigam, 1956 shall be executed only after the completion certificate is granted.
 - viii) The structural design calculations shall have to be submitted by the Developer/Builder to RMC.
- 4.1.9.1 The Developer/Builder shall provide a list of construction equipments with it and list of its working technical employees along with their qualifications with the bid. The Developer/Builder shall provide before the start of the work at site i) One Civil Engineer ii) One person having Diploma in Civil Engineering. If the developer fails to provide the said technical staff at site RMC shall have the right to charge, a penalty of Rs. 50,000/- (rupees fifty thousand) and Rs. 30,000/- (rupees thirty thousand) respectively for each such person per month.
- The Developer shall provide a person of good caliber to co-ordinate between the Developer, RMC and the other agencies concerned to smoothen the project monitoring and progress apart from maintaining a local office for the same.
- The Developer/Builder shall be liable to pay all applicable taxes on projects: sales tax, royalty, service tax etc. and RMC shall not IN ANY WAY be liable TO PAY ANY SUCH TAX. There shall be no concession to the Developer and all applicable charges shall apply, as it applies to others.
- All the labour deployed in the project shall be paid minimum wages as applicable in Chhattisgarh state
- On instructions of the E.E. (Projects), any person employed by the developer and found to be lacking in competence shall be removed from the project site and similarly any material which is of sub-standard quality shall be immediately be removed from the project site upon instruction from the E.E. (Projects).
- 4.1.9.2 All dues from the Developer/Builder may be recovered as arrears of land revenue.
- 4.1.9.3 The Developer/Builder shall make available all required equipments at project site at its own cost. Water may be made available by RMC if so desired by the Developer/Builder at his own cost on prevailing market rates and within the existing resources of RMC, while all the required

equipments for such arrangement and applicable charges and taxes shall be born by the Developer/Builder. Similarly, RMC will help the Developer in getting Electricity connection from CSEB at the cost of the Developer at prevailing market rates.

- 4.1.9.4 RMC Commercial areas and roof terrace shall be handed over without any encumbrances to the owner i.e. RMC. Only 50% of the allowed constructed salable built-up commercial units/areas shall be saleable by the Developer without any other rights to roof top spaces, common spaces, and common services etc., the right of terrace shall vest exclusively with RMC for its present and future use including the additional construction allowed due to any future increase in FAR, and ownership of other common areas with the RMC. The Developer and the Buyers/Users shall not object to any such future additional construction allowable due to increase in FAR, provided due care is taken by RMC for such construction like load factor/structural strength & stability of existing construction, inconvenience to the existing Buyers/Users etc.

However, benefit of any future increase in applicable FAR shall remain vested with RMC but can be transferred to the Developer against a consideration which shall be decided as per prevailing applicable norms of RMC from time to time.

- 4.1.9.5 RMC authorizes the Developer/Builder an independent single decision making power to construct strictly as per the approved plan and design. If due to practical difficulties or in order to make the Project more useful/viable or more remunerative, without altering the basic design concept, the Builder/Developer may *cause changes after due approval from concerned authorities*. The RMC through its Engineers/ Employees will periodically check the construction work and its quality & progress. The Developer/Builder will provide all drawings, designs and specifications of the Project for approval to RMC. If the Developer/Builder causes construction changes without prior approval from RMC, the same may be removed by RMC after issuing a notice to the developer and giving him a chance of hearing to explain and put forth his point. No such notice in writing from RMC shall mean the construction is being done as desired.

In case the Developer/Builder constructs against the approved plans and/or does not follow the terms and conditions, the RMC has a right to cancel the contract with the Developer/Builder and take action under Article-9 of this Agreement.

- 4.1.9.6 The Developer/Builder undertakes to abide by the terms and conditions for rehabilitation of authorized permanent leaseholders of Jawahar Bazaar as per the plans of RMC in this regard or as amended/considered deemed fit by RMC in future.

Article 5 **Grant of Lease**

5.1 RMC shall lease the project land in favour of the Developer who in turn is authorized to sell / transfer / lease only 50% of the allowed constructed salable built-up commercial units/areas and provide possession thereof to the Buyers/Users and collect premium/charges (as advance/installment), for a lease period of 90 (ninety) years and shall inform RMC for registration of such lease deed, to be executed by the Developer in favour of the Buyers/Users on appropriate stamp paper, which shall be so registered by the Developer within 30 (thirty) days from the receipt of such written request from the Buyers/Users. All premium (s) charged shall be at the sole discretion of the developer and RMC shall not have any rights to impose any rates/conditions on such premium(s).

The Developer / Builder shall be the authorized legal agent of RMC for booking and disposing the 50% of the allowed constructed built-up commercial sellable areas of the said project by entering into agreements to sell/transfer including possession thereof during and even after construction period as per the terms & conditions of this agreement. The developer shall be responsible to keep the RMC informed of all such actions and to maintain an up to date register of project buyers/users in the said project and provide a copy of the same to the RMC every time a change or addition / alteration is incorporated in this register.

For all above acts to be done by RMC or by the Developer/Builder for and on behalf of the RMC, the Developer/Builder shall be liable to bear all expenses in this regard. All expenses occurring in the execution of above actions both by actions taken by the RMC or by the developer directly for or on behalf of the RMC, shall fully and totally be borne by the developer and RMC shall not entertain any claim(s) whatsoever in this regard.

All the areas of the building or any part thereof shall attract the municipal taxes as applicable for a period of 90 (ninety) years. The Developer/Builder shall also be liable to pay such applicable taxes from time to time on the areas so allotted to it.

The Developer agrees to grant the lease of the Project commercial Area/Unit under the Lease Deed, on the condition that the Buyer/User shall utilize the same only for the purpose it is granted, and to be used strictly in accordance with the terms of the Lease Deed and undertakes not to use the Project Area/Unit for any other purpose.

The obligation of RMC to execute the lease deed in favour of the Developer and also allow the Developer for execution of the Lease Deed and provide possession of only 50% of the allowed constructed salable built-up commercial areas/units shall be subject to the following conditions:

- 1) Completion of the Project (as certified by a Completion Certificate issued by the RMC’s competent authority as defined above).
- 2) Payment of the License Fees by the Developer in accordance with the Payment Schedule along with interest, penalty and costs, if any; and

- 3) All other conditions to be met till then are met and on the satisfaction/compliance of the terms and conditions as laid down in Article.6 of this Agreement.
- 4) Upon approval of the lease deed document to be executed by the Developer for such lease in favour of the Buyers/Users in respect of a particular Area/Unit in the Project along with monthly lease rental in accordance and as applicable under the terms and condition of the lease deed.

Article 6

Operation & Maintenance of the Project

- 6.1** The Developer shall be responsible, initially and till the completion and thereafter till the life of the project, for the operation & maintenance of the entire Project i.e. entire commercial and parking and all the utilities, facilities and amenities, including sewerage, sanitation, electricity and water connection, other civic amenities, terrace/roof top, parking areas and other common areas etc.

The Developer shall operate and maintain the project and the created facilities, common areas/utilities etc., in good quality and as per the standards for such properties of repute.

If the project and the created facilities, common areas/utilities etc., as mentioned above, are not operated & maintained by the Developer as per the required standards and good quality, as above, RMC may inform and impose suitable financial penalties for the same as may be decided from time to time, the defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of agreement/lease deed due to continued nature of such defaults, if any.

The developer shall be allowed to charge the Buyers/Users of the commercial/project area as per the need of the project and undertake the kind of operation and maintenance which it may require from time to time which ultimately remains the responsibility of the developer.

The developer shall operate & maintain the entire project area including parking and common areas & ancillary facilities entirely at their own cost without any interference of users and RMC in its management and also in expenses & charges/recovery of monthly maintenance charges, as may be deemed appropriate for the same.

After project construction and execution of the lease deed in favour of the Developer by RMC (thereafter by the Developer of his commercial area in favour of the commercial area Buyers/Users directly), the above functions of operation and maintenance of the entire Project and utilities/facilities shall be discharged by the Developer directly.

Lease Rent to RMC: The owners/buyers/users shall **pay through the Developer or directly to RMC** a monthly lease rent apart from purchase price paid to the Developer. This lease rent shall be levied, (on the basis of built-up salable (sold/un-sold) area (excluding common public areas/utilities) which is permissible even though may not have been constructed/sold by the Developer and any such additional area allowed and availed by the Developer/Owner whether built in full/part, if any, due to future increase in FAR):

Ground (Including Upper/Lower Ground) Floor: Rs.4.00 per Sft. (P.M.)

First & Second Floor: Rs.3.00 per Sft. (P.M.)

All other Floors: Rs.2.00 per Sft. (P.M.)

The above lease rent shall increase after every 3 (three) years from the date of first lease compounding @15% (fifteen percent) of the then prevailing lease rent from time to time.

RMC shall charge an interest @ 1.00% (one percent) P.M. for a period of 6 (six) months and thereafter another maximum delay allowed for 6 (six) months with an additional interest @ 0.75% P.M. for such lease payment. Any delay in lease rent thereafter shall be dealt with according to the terms & conditions of the Agreement/Lease Deed.

In case at any point of time, the lease rent due becomes outstanding for a period of more than a year, RMC shall have all rights to cancel the agreement/lease deed and shall also be entitled to all rights including ownership of properties sold by the Developer without any encumbrance from the Developer.

The Developer shall financially and managerially be liable to execute the following objects of the project maintenance:

1. Civic amenities including Roads, Parks, Parking lots, Open Areas, common lighting & general housekeeping of common area/facilities etc.
2. General Repairs & Maintenance of the Project including for future additional FAR area, if any.
3. Security & Public Announcement System.
4. Common area Electricity & Water supply and payments thereof.
5. Sanitary & Sewerage System including cleaning of the project premises and collection and proper disposal of garbage.
6. Fire fighting System.
7. Repairs & Maintenance of the Elevators & Escalators (if any).
8. Maintenance of terrace.
9. Any other facilities of common concern of the Project users, visitors and the local authorities.
10. To carry-out all such things that are required to keep the project in good running and maintained condition (at least the same condition as at the time of handing over the project to the Buyers/Users) till the project period.
11. To provide and maintain a security system including a first aid facility.
12. To provide and arrange for necessary finances to achieve aims listed at 1 to 11 above either by way of collection from the users or otherwise.

The above list of objects of project maintenance, to cater to the needs of common concern of the Project users, visitors and the local authorities, is only indicative and shall under no circumstances be limiting.

Any construction / structural / major defect / fault in the building/premises/users’ area shall be the sole responsibility of the Developer for the initial period of three years after completion of the project while any minor/non-construction defect/fault within the users’ area shall be the sole responsibility of the user and in either case the Developer shall not be responsible for the same.

Article 7

Representations and Warranties

- 7.1 Each of the Parties represents and warrants to the other as below:
- 7.1.1 It has full power, capacity and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and has obtained all necessary corporate or equivalent approvals required for completion of the transaction envisaged herein, particularly for the Project and there are to the best of its knowledge, after due inquiry, no judicial or administrative actions, proceedings or investigations pending or overtly threatened against it, which would have a material adverse effect on its capacity to perform its obligations under this Agreement.
- This Agreement has been duly and validly executed between the parties and delivered by it, and will constitute legal, valid and binding obligations on it, enforceable against it in accordance with their terms.
- It has received all such consents, approvals, authorizations as are required for it to complete the consummation of the transactions contemplated herein.
- None of (i) the execution and delivery of this Agreement by the parties, (ii) the consummation of the transactions contemplated by this Agreement, or (iii) compliance with the provisions of this Agreement, will (iv) conflict with or breach of any provision of its Memorandum or Articles of Association/Partnership Deed (or other similar governing documents/Law); (v) violate or breach a provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, any of the terms, covenants, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which the Party is a party, or by which any of its properties or assets may be bound, so as to render the transactions envisaged under this Agreement void or (vi) violate any applicable law.
- 7.2 RMC warrants and represents to the Developer as below:
- 7.2.1 It is the owner of the Project Land and duly authorized to grant the License and the subsequent lease under the Lease Deed in favour of the Developer.
- 7.2.2 RMC has paid/shall pay all the up-to-date; dues and outgoings in respect of the said Project Land till the date of the agreement.

7.2.3 RMC has not created any charge/ encumbrance/ lien of any nature whatsoever on the Project Land in favour of anyone except the Jawahar Bazaar authorized permanent leaseholders who may be rehabilitated in the same project;

7.2.4 RMC has to provide and the Developer has to take the peaceful physical possession of the Project Land within 30 (thirty) days from the date of executing the agreement and the date of such actual peaceful physical possession shall be called the commencement date.

Article 8 **Indemnity**

8.1 The Developer hereby undertakes to indemnify and hold RMC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to Non-completion of Project; quality of the Project and its Construction, agreement to sell entered into between the Developer and Project Users or due to any other fault/lapse by the Developer during the license period, Sale/Lease deed and even thereafter during the life of the project.

Article 9 **Term & Termination**

9.1 This Agreement shall become effective upon the execution of this Agreement by the Parties hereto and shall terminate on termination of the same by RMC, by written notice, on account of any of the following:

- (a) Breach of this Agreement by the Developer, which breach is not remedied within thirty days of notice of the same by RMC to the Developer;
- (b) Default in payment of the License Fees in accordance with the Payment Schedule along with interest, penalty and costs, if any;
- (c) Abandonment of Project by Developer or voluntary exit by the Developer at any time after selection;
- (d) Any voluntary or involuntary proceeding for liquidation, bankruptcy, or dissolution against the Developer is taken-up;
- (e) Delay in Construction/Development/Sale by the Developer beyond a certain time allowed as per brief Project details and as per agreement;
- (f) Delay in taking possession of land by the Developer from RMC beyond a certain time allowed as per brief Project details and as per agreement;

9.2 It is agreed that in the event of termination of this Agreement during the project development stage (s), RMC shall be entitled to revoke the License granted herein and take possession of the Project Land/ the Project and any Constructions/ work done in respect of the Project by the Developer. The RMC or any agency/person authorized by RMC may thereafter complete the Project at the risk and cost of the Developer and/or may sell, alienate, transfer, license, lease the Constructions/ Project Land/ Project in favour of any third parties.

9.3 In the event the termination is during the License Period, the RMC shall also be entitled to encash the Bank Guarantee provided by the Developer under Article 3.2 of the agreement and adjust the proceeds thereof against the outstanding License Fees including delay period interest, penalty etc. and the cost/ losses/ damages, if any, incurred by RMC due to such encashment/devolution of the Bank Guarantee.

9.4 Exit/Abandon by the Developer:

In case the Developer withdraws from the project, without the consent of RMC in writing or the project agreement is terminated by RMC, during the period of this project agreement or before, the following actions shall be taken:

- i) All the DD/FDR/BG shall be forfeited/en-cashed
- ii) Possession of constructed commercial, parking and the allied construction along with all common facilities and all moveable & immovable fixed assets in project area shall be taken over by RMC.
- iii) All vacant project land shall come back in possession of RMC without any objection whatsoever from the exiting Developer.
- iv) All the above shall revert back to RMC without any encumbrance/lien or objection of Developer or otherwise and without any prejudice to RMC's right to recover from the Developer other claims & damages.
- v) Amounts paid by bidder shall not be refunded at any cost.
- vi) Any compensation payment shall be made to the exiting Developer, only after completing the project as planned, which shall be entirely at the risk and cost of the existing Developer.
- vii) The Developer shall be compensated only if the same facility is offered and accepted by another Developer and only as per following:
 - a. The exiting Developer shall get up to seventy percent of the depreciated value (valuation done by a mutually agreed valuer) of only commercial area owned by them except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land OR
 - b. The value offered by the incoming new Developer for the existing facilities of only commercial area owned by old Developer except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land

Compensation amount shall be the lesser of the amounts as worked out above at vii) a) and b) and the payable compensation shall be the amount obtained by deducting all outstanding costs, compensations, damages, penalties, interests etc. from the compensation amount. Payable compensation, if any, shall be paid only upon full realization of amounts due from the new Developer (Maximum up to seventy percent of the depreciated value of the valuation done by mutually agreed valuer) and after completing the project, as planned.

Article 10 **Governing Law & Dispute Resolution**

10.1 Governing Law

This Agreement shall be governed and construed in accordance with the laws of India.

- 10.2** All disputes pertaining to the transfer of the development and disposal rights and operational & maintenance responsibilities in the aforesaid land parcel shall be decided by the designated officer duly authorized by the RMC or the competent authority of Raipur Municipal Corporation, whose decision shall be final and binding. Competent Courts under the Hon’ble Chhattisgarh High Court shall have jurisdiction over disputes, if any, arising out of this agreement.

Article 11 **Miscellaneous**

11.1 Notices

All notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing (including fax, e-mail) and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated above and, or any other address subsequently notified to the other Party and shall be deemed to be effective (in the case of registered mail) on actual delivery to the, (in the case of facsimile) on actual receipt of a transmission report confirming dispatch or (in the case of personal delivery) at the time of delivery. The receipts of the actual deliveries have to be acknowledged by the authorized representative of the concerned parties.

11.2 Assignment

The Developer shall not assign its rights and obligations in whole or in part hereunder (including the majority shareholding in the Developer’s company) without the prior written consent of the other Party(s).

11.3 Variation

This is a draft of the agreement and is subject to amendments before signing, as per the spirit of the bid and in the interest of the project and its stakeholders. Any variation of this Agreement, at a later date after signing, shall be mutually agreed in writing and executed by or on behalf of each of the Parties.

11.4 No Waiver

Waiver by RMC of any default with respect to any provision, condition or requirement hereof shall be not be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of RMC to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

11.5 Force Majeure

No Party shall be liable by reason of failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by acts of God, strikes, lockouts or war or such obligation being rendered illegal by government action, provided that the Force Majeure shall not in any manner affect the obligation of the Developer to make payment of the License Fees along with interest, penalty and costs, if any.

11.6 Invalid Provisions not to invalidate whole Agreement

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where the provisions of such applicable law may be waived they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision a new provision that serves the purpose of the invalid provision to the furthest possible extent.

11.7 The Developer shall be responsible for payment of all stamp duty and any similar taxes / costs in respect of this Agreement, Power of Attorney and the Buyers/Users shall be responsible for Sale/Lease Deed for the Commercial Units/Areas and possession thereof or any instrument required to be executed pursuant to this Agreement.

11.8 Project Costs & Risks:

The Developer agrees and understands that it is undertaking the execution and thereafter operation & maintenance of the Project entirely on its own costs and risks. Under no circumstance shall the Developer make the RMC liable or responsible for any shortfall in raising the finances or the due completion of the Project within the stipulated License Period or for any costs, damages, losses, and claims arising out of abandonment of the Project by the Developer. All such costs, losses, damages, claims etc shall entirely be the liability of the Developer only. The Developer agrees to reimburse / adjust any liability incurred by the RMC due to the abandonment of the Project by the Developer.

11.9 The transfers of the Project units/areas vide transfer agreements shall be as per the Rules & Regulations notified under Madhya Pradesh/C.G. Prakosth Adhiniyam, 1976.

11.10 The Developer agrees to establish and operate a Project office in Raipur during the Project Period for coordinating with the local authorities, Project Users and RMC and shall ensure that at least one representative of good caliber and project understanding is deputed to such Project Office for the entire period of the Project.

11.11 The tender application, project brief and the general Terms & Conditions will form part of the Agreement. But in case of any difference between the two the terms and conditions of the Agreement shall prevail.

11.12 DISPUTE RESOLUTION

It is agreed by and between the Parties hereto that in case any dispute arises between the Parties hereto relating to any of their rights or duties or relating to interpretation of any terms or conditions stipulated herein, both the parties shall first try to resolve the same amicably, if not, either Party to the dispute may give the other Party a formal notice in writing that the dispute exists, specifying its nature, the point (s) in issue and inviting the other Party to resolve the dispute by mutual consultation. The designated official of the RMC shall preside over resolving the dispute (s). The decision of such official of RMC shall be final. The designated official in such case would be the Secretary MoUD of Government of Chhattisgarh.

11.13 In the event of any Party being aggrieved by such decision as above, it may issue a notice to the other Party to the dispute notifying them of its intention to refer the dispute to arbitration under the Indian Arbitration and Conciliation Act, 1996 (“Arbitration Notice”). The Parties to the dispute shall refer on receipt of the Arbitration Notice the dispute to an arbitration tribunal consisting of three arbitrators, with one arbitrator appointed by each of the Parties and the presiding arbitrator appointed by two arbitrators appointed by the Parties. In the event the Parties to the dispute fail to nominate the arbitrators within thirty (30) days from the date on which the Arbitration Notice had been delivered, the dispute shall be referred to the Indian Council of Arbitration (“ICA”). The arbitratral tribunal appointed by the mutual consent of the parties to the dispute, or the arbitrator (s) appointed by the ICA, as the case may be, shall decide the dispute referred to such arbitrator (s) and the decision of such arbitrator (s) would be final and binding on the Parties.

11.14 All proceedings in any such arbitration shall be conducted in the English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The venue of the arbitration shall be Raipur (Chhattisgarh). Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.

11.15 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, and including, without limitation, the fees of the arbitrator (s), shall be borne as decided by the arbitrator (s).

- 11.16 When any dispute occurs and is submitted for arbitration, except for the matter under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining obligations under this Lease Deed.
- 11.17 The Parties agree that, subject to Articles 11.12, 11.13, 11.14 and 11.15 above, in circumstances where reference to courts is allowed under the (Indian) Arbitration and Conciliation Act, 1996, the competent courts under the exclusive jurisdiction of the Hon’ble Chhattisgarh High Court shall have the jurisdiction in relation to matters arising here from or connected or related hereto.
12. **Consequences of termination:** Upon termination of this Project Agreement, the Project Land including the Project complex thereon and all the rights attached thereto shall vest in favour of the RMC. The Developer however shall still be liable to pay as under:
- a) Unpaid Dues including taxes, government/ statutory dues etc.
 - b) All expenses, costs, damages, claims, losses etc if any incurred/ borne by the RMC due to such termination.

IN WITNESS WHEREOF the **Parties** hereto have caused this **Agreement** to be executed in Two (2) counterparts by their duly authorized representatives as of the date and year first above written.

For and on behalf of
Raipur Municipal Corporation

For and on behalf of **[insert name of Developer]**

[Insert name]
Authorized Signatory

[Insert name]
Authorized Signatory

Place:

WITNESSES:

- 1.
- 2.

ANNEXURE – 6: FORMAT OF COMMITMENT LETTER

(To be issued by a Scheduled Bank/Financial institution owned by the Govt. of India)

Date:

To,

**The Commissioner
Raipur Municipal Corporation (RMC)**

**Nagar Nigam Office
Near Gandhi Chowk,
Raipur- 492 001 (Chhattisgarh)**

Tel: + 91 – 771 – 2531014

Fax: + 91 – 771 – 2227395

Email: dc_rmc@rediffmail.com, dcrmcnew@gmail.com

Website: www.nagarnigamraipur.com

SUB: “DEVELOPMENT OF “PARKING CUM COMMERCIAL” AT JAWAHAR BAZAAR,
RAIPUR IN THE STATE OF CHHATTISGARH.

Dear Sir,

This has reference to the request made by M/s. _____ (in case of consortium by all the consortium members) vide their letter No. _____ dated _____ 2011 in respect of their bidding for the Development of “PARKING CUM COMMERCIAL” Project at Jawahar Bazaar, Raipur in the state of Chhattisgarh under a license from Raipur Municipal Corporation (RMC), Raipur, Chhattisgarh.

We have assessed the technical & financial capability of the Party to undertake the above work and having satisfied ourselves in this regard, and agree in principle to provide the required financial assistance to M/s. _____ (Lead Member/ Consortium Member) or their SPV company incorporated/to be incorporated for implementation of the aforesaid project, to the extent of Rs. _____ Crores (Rupees _____ Crores Only) financial assistance required subject to completion of formalities.

This letter is an in principle approval and any commitment shall be issued after detailed analysis of the proposal and after the approval of the competent authority of our Bank.

Yours faithfully,

(Authorized Signatory)

(To be provided by all the consortium members from their Bankers in case the Applicant is a consortium)

ANNEXURE – A: GUIDELINES FOR PROVIDING INFORMATION RELATING TO EXPERIENCE
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1. Form 1

Project #
Name of Main Applicant/ (Lead Member)
If in Consortium (Name of the consortium Member):
Built Up Area (Square Meter):
Capital Investment (Rs. in Crores):
Government Agency who allotted the land:

Section A: Project Development Profile: (Separate table for each Executed/ under - execution Projects in hand (to be completed in next 2 years up to the calendar year 2013)) (Rs. in Crores)	
1. Name of the Project and the agency for whom executed	
2. Location of the Development (Address)	
i) Total Land Area (Sq. Mtr.) ii) Total constructed Built-up Area (Sq. Mtr.) a) Parking/Multi-level parking Project (Nature & Size) including No. of four vehicles parking in Sq. Mtr.) b) Infrastructure Project (Nature & size) c) Commercial Built-up Area (Sq. Mtr.)	
4. Date of Commencement	
5. Date of successful Completion & proof thereof / expected completion date	
6. Standard (Any standard followed or not, if yes under what agency attach a certificate from such Agency)	
7. Government Agency from whom land/project procured with area in Sq. Mtr./No of vehicles etc. and also the cost of land/project (attach proof of demand, payments & no dues)	
Section B: Financial Information:	
1. Actual Project Cost a) Land cost b) Parking & Equipments (in case of multi-level parking)/ Commercial construction/project Cost c) Other project related cost & contingencies d) Working Capital Requirement	
2. Debt/Equity ratio	
3. Total Income/ projected income from the Project (to be mentioned for various segments separately such as Parking, Infrastructure project, residential and Commercial etc.)	
4. Total Expenses/ projected expenses on the Project (to be mentioned for various segments separately such as Parking, Infrastructure project, residential and Commercial etc.)	
5. Net Profit/ projected profit from the Project (separately as detailed above for various segments separately)	

2.

Form – 2

Tangible Net Worth of Applicant/ Consortium Member # _____

Details	2010-11 (Rs. in Crores)
Paid up Capital	
Add: Reserves and Surplus	
Less: Revaluation Reserves	
Less: Accumulated Losses	
Less: Intangible Assets	
Tangible Net Worth	

(Note: Share Application Money, if any, is not to be considered for Net worth calculations)

Financial Year	2010-11	2009-10	2008-09
Annual Turnover ² as per the audited Profit and Loss Account (Rs. in Crores)			

The above information at 1 & 2 is to be provided, for the Applicant and for each consortium member and must also be certified by their Statutory Auditors.

3.

Form - 3

Format of Certificate for consortium members (if projects shown as experience were done as consortium partner)

Certificate from the Statutory Auditors	
This is to certify that _____ (Name and Registered Office of the Applicant) has promoted _____ (Title & Nature of the Project). This project was commissioned on _____ (Date of commissioning of the project) and _____ (Name and Registered Office of the applicant) held _____ % of the equity capital in the Project as on the date of financial closure and held _____ % of the equity capital as on the project date of commissioning.	
We further certify that total cost of the Project, as on the date of commissioning was _____ and the land was owned or procured from Government Agency _____.	
Seal & Signature of the Authorized Signatory	Name & M. No.
Place _____	Date _____

It may be noted that in the absence of any detail in the above certificate and/or without any proper supporting from competent approving/sanctioning authorities for such projects and land/project allotment agency, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

² Turnover defined as Gross Sales net of Excise & Taxes including VAT/ Service Tax

4.

Form - 4

FINANICAL BID

TENDER FORM NO.

Important Instructions:

The information requested for should be strictly filled in all the blank spaces provided for this purpose along with NIL and N/A as per applicability. Overwriting or corrections shall make the offer null and void.

**The Commissioner
Raipur Municipal Corporation (RMC)
Nagar Nigam Office
Near Gandhi Chowk,
Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 2531014
Fax: + 91 – 771 – 2227395**

Email: dc_rmc@rediffmail.com, dcrmcnew@gmail.com

Website: www.nagarnigamraipur.com

Sub: Development of “Parking cum Commercial” at Jawahar Bazaar, Raipur,
Chhattisgarh

Dear Sir,

We hereby submit our financial offer for the captioned project as under:

We agree to pay RMC license fees of Rs _____ (Rupees _____ Crores only) as per the terms and condition of this RFP/documents enclosed and the draft project agreement. The license fees would be paid in installments.

The payment schedule of the purchase price/License fees/Land premium to be paid in installments would be as follows:

Up front payment of 20% (twenty percent) of the license fees, within 30 (thirty) days from the date of acceptance and before the signing of the License agreement, without any extension of time, after adjusting 20% (twenty percent) of the EMD amount.

30% (thirty percent) of the license fees within 8 (eight) months, from the date of signing the agreement/the up front payment as above, after adjusting 30% (thirty percent) of the EMD amount.

20% (twenty percent) of the license fees within 16 (sixteen) months, from the date of signing the agreement/the up front payment as above, after adjusting 20% (twenty percent) of the EMD amount.

30% (thirty percent) of the license fees within 24 (twenty four) months, from the date of signing the agreement/the up front payment as above, after adjusting 30% (thirty percent) of the EMD amount.

In case of delay in payment of due amounts by the due dates, such delayed payments will attract interest @1.25% P.M. for the first 6 months and additional penal interest @0.75% P.M. for next 6 months. The defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of agreement due to continued nature of such defaults, if any.

We agree to provide project payment and performance bank guarantee drawn on a schedule bank (as per format enclosed in RFP), at the time of signing of the agreement, for Rs. 2 Crores for the said project which shall be released once the complete premium payments including interest, penalty, costs etc. are made and the project is complete, as planned.

We are making the offer after taking into consideration all the terms and conditions stated in the RFP and the draft Project agreement, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

The offer shall be valid for a period of 180 days and extendable for another period of 180 days at the request of RMC in writing for such extension without any cost or interest for the same.

Thanking You,
Kind Regards

Authorized Signatory
(Insert Name, Designation and seal)

Place:
Date:

ANNEXURE - B: PAYMENT SCHEDULE FOR THE LICENSE AGREEMENT

Description	Time Frame	Payment towards License Fees (Rs. In Lacs)	Installment
I st Installment	Within 30 (thirty) days from the date of acceptance and before signing of the License Agreement	[Insert]	Up front payment of 20% (twenty percent) of the license fees, after adjusting 20% (twenty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)
II nd Installment	Within 8 (eight) months from the date of signing the agreement	[Insert]	30% (thirty percent) of the License Fees, after adjusting 30% (thirty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)
III rd Installment	Within 16 (sixteen) months, from the date of signing the agreement	[Insert]	20% (twenty percent) of the License Fees, after adjusting 20% (twenty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)
IV th Installment	Within 24 (twenty) months, from the date of signing the agreement	[Insert]	30% (thirty percent) of the License Fees, after adjusting 30% (thirty percent) of EMD of Rs. 20 Lacs (rupees twenty lacs)

Interest & Penalty on delayed payments:

In case of delay in payment of due amounts by the due dates, such delayed payments will attract interest @1.25% P.M. for the first 6 months and additional penal interest @0.75% P.M. for next 6 months. The defaults thereafter may be dealt with the applicable terms and conditions of the agreement for cancellation of agreement due to continued nature of such defaults, if any.

Project Payments and Performance Bank Guarantee:

The successful Developer shall be required to submit project payment and performance bank guarantee drawn on a schedule bank (as per format enclosed in RFP), at the time of signing of the agreement, for Rs. 2 Crores for the said project which shall be released once the complete premium payments including interest, penalty, costs etc. are made and the project is complete, as planned.

ANNEXURE – C: FORMAT OF LEASE DEED

DRAFT LEASE DEED

This Lease Deed (**'Lease Deed'**) is made and executed at Raipur (Chhattisgarh) on this _____ day of _____, 2012

BY AND BETWEEN

Raipur Municipal Corporation, (RMC), Raipur (C.G.), (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) represented by (the designated officer nominated by the RMC or competent authority) (hereinafter referred to as the **'Lessor'**) of the **FIRST PART:**

AND

Mr./Mrs./Ms. _____ **Designation** _____
S/o _____ **or D/o or W/o** _____
R/o _____ **on**
behalf of M/s _____, a company incorporated under the Companies Act, 1956, having its registered office at _____ hereinafter referred to as the “Developer” or **'Lessee'** of the **SECOND PART**, (which expression shall, unless it be repugnant to the subject or context thereof, include Developer and its successors and permitted assigns)

(RMC and the Developer are hereinafter also individually referred to as a **'Party'** and collectively as **'Parties'**).

WHEREAS:

- A. The Lessor i.e. the RMC is an Urban Local Body of Raipur in the state of Chhattisgarh constituted as above;
- B. RMC owns leasehold land admeasuring _____ Sq. Mtr. (Approx _____ acres) as part of Khasra No. _____, Patwari Halka No. _____ located at Jawahar Bazaar area, in Raipur city (Chhattisgarh), as more specifically described in **Annexure – G** and marked out in red in the plan set out in this **Annexure – H ('Project Land')**, as detailed in the revenue records _____. The land use of the said plot of land, as per Deptt. Of Town and Country Planning/ Master Plan, vide their letter No. _____, is “Parking cum Commercial”.
- C. The Lessor had invited bids for development of the “Parking cum Commercial”, as permissible on this plot of land and grant of development of the Project Land and the Developer had submitted its bid vide Tender document No. _____ (**'Tender'**). The leasehold rights and the Lease Rent including operation & maintenance (as defined hereinafter) for the maximum Lease Period of 90 (ninety) years (after the first lease period of 30 years renewable for 30 years

each for two terms) was agreed between the Lessor and the Developer, in accordance with the bidding process, and the Lease Deed, between RMC and the Developer, for Parking cum Commercial and also sell/lease 50% of the constructed salable built-up commercial units/areas for which sale/lease deed shall be done directly in favour of the Buyers/Users by the Developer along with the ownership of Parking area.

The Developer would be required to develop & dispose the project allowed constructed built-up commercial areas subject to providing 50% (equal to their own area) of the allowed constructed built-up commercial area for rehabilitation/disposal by RMC (to rehabilitate the existing on-site rehabilitation of Jawahar Bazaar Authorized Permanent Leaseholders or otherwise).

- D. The Developer has successfully completed the construction of the Project (as defined hereinafter) on the Project Land, which consists of the requisite infrastructure facilities for the purpose of meeting the existing and projected needs of the project. The said Project was sanctioned and approved by the RMC vide its MIC or competent authority meeting dated ____ and by Deptt. of Town & Country Planning, Raipur (C.G.), as mentioned above.
- E. The Project was awarded on the terms and conditions of the Project Agreement dated _____ (“**Project Agreement**”) and as specified therein;
- F. Pursuant to the completion of the Project as detailed in the completion certificate, the Parties agree that the Project land on which the Project has been constructed shall be disposable by the RMC by granting lease of Land to the Developer on terms and conditions as laid down below.
- G. The Developer shall be allowed to develop, own, run, operate and maintain the entire Parking cum Commercial project and its facilities as and when the same is complete to the extent required and as approved and accepted to be completed by RMC as per the terms of the agreement, even though the lease deed is not executed between the developer and RMC.
- H. This format of the lease deed is draft and can be amended, as may be considered appropriate by RMC before signing the same, in the interest of the project and its stakeholders. Any change after signing shall be with mutual agreement between the parties in writing only.

NOW THEREFORE THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Whereas the Lessor has received the full & final payments against the said Project land, as per the terms and conditions of the Bid and the agreement and therefore now executes this lease deed in favour of the Developer.

Benefits of any increase in applicable FAR, if allowed in future due to change in Master Plan, shall remain vested with RMC but can be transferred to the Developer against a consideration which shall be decided as per prevailing applicable norms of RMC from time to time.

- 1) RMC shall lease the project land in favour of the Developer who in turn is authorized to sell / transfer / lease and provide possession of the commercial

units/areas to the Buyers / Users and collect premium / charges (as advance / installment), for 50% of the allowed constructed built-up salable commercial units / areas in the Project for a lease period of 90 (ninety) years while first lease shall be for a period of 30 (thirty) years renewable two times for another term of 30 year each and shall inform RMC for registration of such lease deed, to be executed by the Developer in favour of the Buyers / Users on appropriate stamp paper, which shall be so registered by the Developer within 30 (thirty) days from the receipt of such written request from the Buyers/Users. All premium (s) charged shall be at the sole discretion of the developer and RMC shall not have any rights to impose any rates/conditions on such premium(s). 50% of the constructed built-up commercial units/areas (equivalent to the area of the Developer) shall remain with RMC for the rehabilitation scheme of the authorized permanent leaseholders of Jawahar Bazaar and/or otherwise.

The Developer/Builder shall be the authorized legal agent of RMC for booking and disposing the built commercial sellable units/areas of the said project by entering into agreements to sell/transfer/lease including possession thereof during and even after construction period as per the terms & conditions of the agreement and this lease deed. The developer shall be responsible to keep the RMC informed of all such actions and to maintain an up to date register of project buyers/users in the said project and provide a copy of the same to the RMC at least every month and/or every time a change or addition / alteration is incorporated in this register.

For all above acts to be done by RMC or by the Developer/Builder for and on behalf of the RMC, the Developer/Builder shall be liable to bear all expenses in this regard. All expenses occurring in the execution of above actions, either by actions taken by the RMC or by the developer directly for or on behalf of the RMC, shall fully and totally be borne by the developer and RMC shall not entertain any claim(s) whatsoever in this regard.

All the areas of the building or any part thereof shall attract the municipal taxes as applicable for a period of 30 (thirty) years and/or the renewed period (s). The Developer / Builder shall also be liable to pay such applicable taxes on the areas so allotted to it.

The Developer agrees to grant the lease of the Project commercial Area / Unit under the Lease Deed, on the condition that the Buyer / User shall utilize the same only for the purpose it is granted, and to be used strictly in accordance with the terms of the Lease Deed and undertakes not to use the Project Area / Unit for any other purpose.

The obligation of RMC to execute the lease deed in favour of the Developer and also allow the Developer for execution of the Lease Deed and provide possession of only commercial areas / units shall be subject to the following conditions:

- i) Completion of the Project (as certified by a Completion Certificate issued by the RMC's competent authority as defined), the project becomes operational and completed in prescribed time, with all investments, restrictions, quality, standards and development, as envisaged.
- ii) Payment of the License Fees by the Developer in accordance with the Payment Schedule along with interest, penalty and costs, if any; and

- iii) All conditions, as laid down in the Agreement as pre-requisite for the execution of the lease deed are met.
- iv) Upon approval by RMC of the lease deed document to be executed by the Developer for such lease in favour of the Buyers / Users in respect of a particular Area / Unit in the Project along with monthly lease rental and as applicable under the terms and condition of the lease deed.
- 2) Whereas the Lessor grants the lease of the Project Land more particularly delineated and described in the Map and area as per Annexure attached here to, for a total term of 90 years while first lease for a period of 30 years from _____ ending on _____ ('Lease Term') for the purpose of clarity. The lease granted herein shall be governed by the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 and the Rules notified thereunder, as may be amended from time to time. The renewal of lease for 2 terms of 30 years each shall also be governed by the above Act & Rules.
- 3) The Lessee/Buyers/Users agree to pay the following monthly lease rent (on the basis of built-up salable (sold/un-sold) area (excluding RMC areas, common public areas/utilities and parking areas) which is permissible even though may not have been constructed and any such additional area allowed, if any, in future) on the terms and conditions contained in this Lease Deed:
- | | |
|--|----------------------------|
| Ground Floor | : Rs. 4.00 per Sft. (P.M) |
| (Including Upper/Lower Ground Floors) | |
| First & Second Floor | : Rs. 3.00 per Sft. (P.M) |
| All other Floors | : Re. 2.00 per Sft. (P.M.) |
- The above rent will increase after every 3 years from the date of first lease compounding @15% of the then prevailing lease rent from time to time. The recovery of such lease rentals would be done directly by cheque/draft only in favour of RMC from the Buyers/Users. The Developer shall not be entitled to collect such lease rent in cash and the same shall be paid by the Buyers/users only at the cash counter of RMC directly.
- 4) The Lessee shall from time to time and at all times during the Lease Term pay and discharge all rates, taxes, charges and assessments of every descriptions which are now or may at any time hereafter during the Lease Term be assessed / charged under any Central or State Laws, or imposed upon the said Project Land hereby demised or the Project Spaces erected there upon or upon the Lessor in respect thereof.
- 5) In the matter of erection or re-erection or alteration of any part or whole of the Project complex on the said Project Land the Lessee shall be subject to the provisions of the law relating or applicable to such construction either framed by the Raipur Municipal Corporation or any other concerned authorities.
- 6) The Lessee shall during the Lease Term keep the Project area/unit erected thereon in good condition and use it as envisaged at the time of lease deed.

- 7) The Lessee shall not, without the previous permission of the Lessor carry on or permit to carry on, on the Project premises any activity other than the activity, which was envisaged at the time of award of the Lease and provided under the Lease Agreement, unless prior permission in writing is granted by the RMC.
- 8) The Lessee shall permit at all reasonable time to the Lessor and agents/employees authorized by the Lessor to enter into the premises for the purpose of inspection of any work relating to demarcation or replacement or repairs of the service lines, etc. and afford the Lessor all facilities for conducting such inspection.
- 9) The Lessee shall under no circumstance assign, relinquish, transfer or part with the possession or any portion less than a whole of the leased land nor cause any sub-division thereof by metes and bounds or otherwise as the case may be except as allowed by RMC in writing and shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof.
- 10) Subject to prior approval by the RMC, the Lessee may mortgage the lease hold rights of the Project and/or the Buyers/Users of the project, the areas/units purchased, in favour of Banks and Financial Institutions to raise finances for other Projects and/or purchase of the Project area/unit. However, in case of first such mortgage no such permission from RMC/Developer is required, provided this lease deed is executed between RMC and the Developer.
- 11) The Lessor covenants that the Lessee shall peacefully hold and enjoy the said Project land and constructed project area/unit during the said Lease Term without any interruption or disturbance by the Lessor or any person lawfully claiming under it, provided, the Lessee/Buyers/Users pay the Lease Rent hereby reserved and performs and observes all the conditions set out in this Lease Deed.
- 12) The Developer shall financially and managerially be liable to execute the following objects of the Operation, Repairs & Maintenance for the entire project:
 - i) Civic amenities including Roads, Parks, Parking lots, Open Areas, common lighting & general housekeeping of common area/facilities etc.
 - ii) General Repairs & Maintenance of the Project including future additional FAR area, if any
 - iii) Security & Public Announcement System
 - iv) Common area Electricity & Water supply and payments thereof
 - v) Sanitary & Sewerage System including cleaning of the project premises and collection and proper disposal of garbage.
 - vi) Fire fighting System
 - vii) Repairs & Maintenance of the Elevators & Escalators (if any)
 - viii) Maintenance of terrace
 - ix) Any other facilities of common concern of the Project users, visitors and the local authorities

- x) To carry-out all such things that are required to keep the project in good running and maintained condition (at least the same condition as at the time of handing over the project to RMC and users) till the project period
- xi) To provide and maintain a security system including a first aid facility.
- xii) To provide and arrange for necessary finances to achieve aims listed at 1 to 11 above either by way of collection from the users or otherwise.

The above list of objects of project maintenance, to cater to the needs of common concern of the Project users, visitors and the local authorities, is only indicative and shall under no circumstances be limiting.

Any construction / structural / major defect / fault in the building/premises/users' area shall be the sole responsibility of the Developer for the initial period of three years after completion of the project while any minor/non-construction defect/fault within the users' area shall be the sole responsibility of the user and in either case the Developer shall not be responsible for the same.

- 13) It is also agreed between the parties that all present and future terrace rights of the commercial area shall remain vested with only RMC who shall be entitled to utilize the same in any manner permissible under the law including any future construction allowable due to any increase in permissible FAR.

All present and future terrace ownership rights shall always remain with the RMC while the Developer will be solely allowed to use and earn revenue from the same.

However for use of terrace rights permissions/ sanctions/ NOC from RMC/ State Government as applicable shall be acquired by the Developer as per prevailing rules & regulations from time to time.

- 14) The Lessee can willfully surrender the Project land and/or area/unit leased to them by RMC at any time before the expiry of the lease deed without any right of claim/compensation in respect of such surrendered Project land and/or area/portion and in such case the Lessor shall not be liable to pay claim/compensation against any such surrender. In such an event, the RMC shall sell/allot the said land and/or area to any one else at its sole discretion, without any kind of objection from the lessee who had surrendered such land / area.
- 15) In the event of the Lessee committing a breach or non-observance of any of the conditions contained in this Lease Deed, the Lessor shall be entitled, notwithstanding any waiver of any previous breach or non-observance or right of re-entry, enter upon the said Project land and area/unit and repossess the Project land and area/unit and/ or to terminate this Lease Deed.
- 16) Rehabilitation scheme of permanent leaseholders of Jawahar Bazaar project land area would be done as per the agreement dated 07.03.1996 between such leaseholders and RMC and as per approved plans of RMC in this regard.
- 17) When any cause or right of re-entry arises under the forgoing proviso, it shall be lawful for the Lessor as consideration for every non-exercise of the power of re-entry/ re-poses to charge the Lessee a sum of money as penalty not exceeding

- Rs._____/ - (Rs._____) only) as the Lessor may decide in this regard. The decision of the Lessor shall be final and binding on the Lessee.
- 18) All sums due to the Lessor under or by virtue of this Lease Deed shall be recoverable as arrears of land revenue or in any other manner as the Lessor may deem fit from the Lessee.
- 19) All notices, approvals, instructions and other communications for the purposes of this Lease Deed shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated above and, or any other address subsequently notified to the other Party and shall be deemed to be effective (in the case of registered mail) on actual delivery to the, (in the case of facsimile) on actual receipt of a transmission report confirming dispatch or (in the case of personal delivery) at the time of delivery. The receipts of actual deliveries have to be acknowledged by the authorised representative of the concerned parties.
- 20) This Lease Deed shall be governed by, and construed in accordance with, the laws of the state of Chhattisgarh and India.
- 21) **DISPUTE RESOLUTION**
- 21.1 It is agreed by and between the Parties hereto that in case any dispute arises between the Parties hereto relating to any of their rights or duties or relating to interpretation of any terms or conditions stipulated herein, the parties shall first try to resolve the same amicably and if not then either Party to the dispute may give the other Party a formal notice in writing that the dispute exists, specifying its nature, the point(s) in issue and inviting the other Party to resolve the dispute by mutual consultation. The designated official of the RMC shall preside over resolving the dispute(s). The decision of such official of RMC shall be final. The designated official in such case would be the Secretary MoUD of Government of C.G.
- 21.2 In the event of any Party being aggrieved by such decision as above, it may issue a notice to the other Party to the dispute notifying them of its intention to refer the dispute to arbitration under the Indian Arbitration and Conciliation Act, 1996 ("Arbitration Notice"). The Parties to the dispute shall refer on receipt of the Arbitration Notice the dispute to an arbitral tribunal consisting of three arbitrators, with one arbitrator appointed by each of the Parties and the presiding arbitrator appointed by two arbitrators appointed by the Parties. In the event the Parties to the dispute fail to nominate the arbitrators within thirty (30) days from the date on which the Arbitration Notice had been delivered, the dispute shall be referred to the Indian Council of Arbitration ("ICA"). The arbitratral tribunal appointed by the mutual consent of the parties to the dispute, or the arbitrator(s) appointed by the ICA, as the case may be,

shall decide the dispute referred to such arbitrator(s) and the decision of such arbitrator(s) would be final and binding on the Parties.

- 21.3 All proceedings in any such arbitration shall be conducted in the English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The venue of the arbitration shall be Raipur (Chhattisgarh). Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Lease Deed.
- 21.4 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, and including, without limitation, the fees of the arbitrator(s), shall be borne as decided by the arbitrator(s).
- 21.5 When any dispute occurs which is submitted to arbitration, except for the matter under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining obligations under this Lease Deed.
22. The Parties agree that, subject to Articles 21.1, 21.2 and 21.3 above, in circumstances where reference to courts is allowed under the (Indian) Arbitration and Conciliation Act, 1996, the competent courts within the jurisdiction of the Honble Chhattisgarh High Court shall have exclusive jurisdiction in relation to matters arising herefrom or connected or related hereto.

23. GENERAL

23.1 Construction Quality/Standard Norms:

- i) The project quality and progress will be observed/ monitored by the Engineers and the Committee of RMC.
- ii) Every work shall be performed as per the prevalent instructions in the PWD schedule of rates (road/building), Raipur Circle/ CPWD schedule of rates and as per the Raipur Development Plan 2021.
- iii) Every work shall be performed as per the specifications of the NATIONAL BUILDING CODE OF INDIA 2005 with all its amendments.
- iv) Standards & operation norms for parking and commercial for designing, construction, operations, maintenance etc.
- v) Indian standards as applicable and desired by any other Central/State Government/Act
- vi) The Executive Engineers (E.E. - Projects), RMC, Raipur, shall provide the completion certificate.
- vii) The lease agreement under the rules/sub-rules of C.G. Nagar Palik Nigam, 1956 shall be executed only after the completion certificate is granted.

- viii) The structural design calculations shall have to be submitted by the Developer/Builder to RMC.
- 23.2 **Independent Rights:** Each of the rights of the Parties hereto under this Lease Deed are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Lease Deed or otherwise.
- 23.3 **Variation:** No variation/modification of this Lease Deed shall be binding on any Party unless such variation/modification is in writing and signed by both Parties.
- 23.4 **No Assignment:** The Lessee shall not assign or transfer any of its rights, benefit, or interest in this Lease Deed without the Lessor's prior written permission subject to point no 10 above wherein no such permission shall be required by the Lessee.
- 23.5 **Waiver:** No waiver of any breach of any provision of this Lease Deed shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
- 23.6 **Violation of Terms:** The Parties agree that each Party shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Lease Deed. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Lease Deed and related costs and a right for damages.
- 23.7 **Severability:** If any provision of this Lease Deed is invalid, unenforceable or prohibited by law, this Lease Deed shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Lease Deed shall be valid, binding and of like effect as though such provision was not included herein.
- 23.8 **Headings:** The Article headings used in this Lease Deed are intended for convenience only and shall not be deemed to supersede or modify any provisions.
- 23.9 **Supercession:** Except as otherwise agreed between the Parties, this Lease Deed constitutes the whole agreement between the Parties relating to the subject matter hereof and supercedes any other prior agreements or understanding relating to such subject matter.

23.10 **Consequences of termination:** Upon termination of this Lease Deed, the Project land and/or the areas/units, and all the rights thereon shall vest in favour of the RMC without any encumbrance or right or objection of the Developer. The Lessee shall however be required to pay as under:

- i) Unpaid Dues including taxes, lease rent, maintenance charges, government/ statutory dues etc.
- ii) All interest/compensation, expenses, costs, damages, claims, losses etc if any incurred/ borne by the RMC due to such termination.

23.11 **Exit/Abandon by the Developer:**

In case the Developer withdraws from the project, without the consent of RMC in writing or the project agreement is terminated by RMC, during the period of this project agreement or before, the following actions shall be taken:

- i) All the DD/FDR/BG shall be forfeited/en-cashed
- ii) Possession of constructed commercial, parking and the allied construction along with all common facilities and all moveable & immovable fixed assets in project area shall be taken over by RMC.
- iii) All vacant project land shall come back in possession of RMC without any objection whatsoever from the exiting Developer.
- iv) All the above shall revert back to RMC without any encumbrance/lien or objection of Developer or otherwise and without any prejudice to RMC's right to recover from the Developer other claims & damages.
- v) Amounts paid by bidder shall not be refunded at any cost.
- vi) Any compensation payment shall be made to the exiting Developer, only after completing the project as planned, which shall be entirely at the risk and cost of the existing Developer.
- vii) The Developer shall be compensated only if the same facility is offered and accepted by another Developer and only as per following:
 - a. The exiting Developer shall get up to seventy percent of the depreciated value (valuation done by a mutually agreed valuer) of only commercial area owned by them except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land OR

- b. The value offered by the incoming new Developer for the existing facilities of only commercial area owned by old Developer except areas of Parking, RMC commercial area and the common areas & facilities of the project, except land

Compensation amount shall be the lesser of the amounts as worked out above at vii) a) and b) and the payable compensation shall be the amount obtained by deducting all outstanding costs, compensations, damages, penalties, interests etc. from the compensation amount. Payable compensation, if any, shall be paid only upon full realization of amounts due from the new Developer (Maximum up to seventy percent of the depreciated value of the valuation done by mutually agreed valuer) and after completing the project, as planned.

All terms and conditions of this lease deed, agreement and project details & brief will be required to be fulfilled / satisfied for 1st and 2nd renewal for another 30 (thirty) years after the initial period of 30 (thirty) years term by the Developer.

IN WITNESS WHEREOF the **Parties** hereto have caused this **Lease Deed** to be executed by them or their duly authorized representatives as of the date and year first above written.

For and on behalf of
Raipur Municipal Corporation

For and on behalf of **[insert name of the Buyer/User]**

[Insert name]
Authorised Signatory

[Insert name]
Authorised Signatory

Witness:

Witness:

1. _____

1. _____

ANNEXURE – D: LETTER OF AUTHORISATION

LETTER OF AUTHORISATION

TO ALL TO WHOM THESE PRESENTS SHALL COME, Mr. _____
residing at _____ and working as _____ and duly authorized vide _____
dated _____.

WHEREAS Raipur Municipal Corporation (RMC) is the owner of the immovable property consisting of a plot of land situated at Jawahar Bazaar, Raipur (Chhattisgarh) and which is more particularly described in the Annexure hereunder written and is held by RMC.

AND WHEREAS the RMC has agreed to lease the said land directly to the Developer through M/s _____ by an agreement bearing date _____ with a right to plan, design, finance, construct & develop, book & dispose, own, operate and maintain the said project land by development and constructing thereon a “Parking cum Commercial” project on leasehold basis, as the said Developers may desire and which they have agreed to do on their own account and at their own risk strictly as per the terms of the Agreement between the Developer and RMC. The Developer, who may only book initially 50% out of the allowed constructed built-up commercial units/areas in the said project, shall finally sell / transfer / lease including provide possession of such commercial units / areas in the said project, only after executing the lease deed by RMC in favour of the Developer.

AND WHEREAS the said project land will continue to be in the possession of RMC until the Lease Deed is executed directly in favour of the Developer and in turn by the Developer in favour of the commercial unit / area buyers / users, the Developers have requested us to execute a Letter of Authority in favour of their nominee or nominees and they have nominated Mr. _____ for this purpose.

AND WHEREAS we, therefore, propose to appoint the said Mr. _____ as our Attorneys or agents with full power to do and execute the following acts, deeds and things, on our behalf except to execute the lease deed which shall be done by RMC directly in favour of the Developer and which the said attorneys have agreed to do.

NOW THEREFORE KNOW YOU ALL AND THESE PRESENTS WITNESS that We _____ hereby appoint the said Mr. _____ working as _____ with M/s _____ i.e. the successful tenderer / Developer for the said Project to be our true and lawful attorneys with full authority and power to do and execute jointly and severally all acts, deeds and things mentioned below for us and on our behalf and in our names viz.

- 1) All application / modification / rectification / alterations referred to in this authority letter shall mean, all the application / modifications / rectifications / alterations, which shall include depositing relevant fees / charges payable in this regard and refund if any, carried out with mutual consent between the parties in writing and approved by the concerned Statutory Bodies.
- 2) To apply and submit the documents to the competent authorities for grant of

- permission under relevant laws to develop the said project by developing and constructing a Parking cum Commercial ('Project') and for that purpose to sign and submit all applications including Layout plans and other papers, to appear before the competent authorities and to give and collect from them all the papers and information as required and to do all acts and things necessary for the purpose of obtaining such permission including all required alterations / modifications / rectifications etc in this regard.
- 3) To appoint an architect and to submit, modify, alter, rectify and collect relevant papers (after getting the same approved by RMC) to get the plans of the proposed Project sanctioned from the Municipal Corporation of Raipur and other Central / State authorities concerned in respect of the proposed Project.
 - 4) To plan, design and prepare / modify / alter / rectify the building plans with the help of the Architect for the proposed Project to be constructed on the said land under the present development rules and strictly as per the terms of the Agreement between the Developer and RMC and submit the same only after getting approval from RMC.
 - 5) To make necessary applications / modifications / alterations/ rectifications to and sign and collect all papers, to appear before, the Municipal Authorities, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plans of the proposed Project sanctioned from the Municipal and other Central / State authorities.
 - 6) To apply / modify / alter / rectify for and obtain relevant certificate(s) for construction of the Project from the Municipal authorities and for that purpose to sign, submit and collect applications and other papers to pay necessary fees and do all other acts and things necessary for that purpose and in that behalf.
 - 7) To appear before any officer or authority of the Central / State Government or Municipal Corporation or under the Urban Land (C&R) Act, 1976 or under the Income Tax Act, 1961 or any other Act, to represent the matters regarding the proposed development at the said land and submit, modify, pay fees and collect all relevant papers in respect thereof.
 - 8) To apply / modify / alter / rectify the documents for obtaining permission for Fire safety, water supply, electricity supply, laying down drainage, lifts / escalators, roads and for other amenities / facilities including State / National / International certifications as is generally required / desired for a similar Project.
 - 9) To apply / modify / alter / rectify and obtain occupation and completion certificate from the competent authority duly authorized by the RMC or other competent authority of RMC and the State Authorities after the building/project is completed in all respects.
 - 10) To pay any deposits and pay moneys required to be deposited with the Municipal and other Central / State authorities for getting the plans sanctioned and for getting any water or electric and other conveniences, including as detailed above,

- necessary and to alter / rectify / modify / withdraw such deposits which are refundable.
- 11) To book only 50% out of the allowed constructed built-up commercial units / areas in the Project, except RMC Commercial areas, common areas and parking areas in the project, in favour of such person (s) as may desire and to do all other things required to complete the transfer of the said Project commercial units / areas including possession thereof strictly as per the terms of the Agreement (i.e., not till the period of construction but after the lease deed is done in favour of the Developer by RMC) between the Developer and RMC.
 - 12) To get the project land vacated from the permanent authorized leaseholders of Jawahar Bazaar and also rehabilitate the permanent authorized leaseholders of Jawahar Bazaar as per the proposed approved scheme of RMC.
 - 13) If any legal proceedings are required to be taken in connection with the work of development or to assert or establish our right of ownership to the said land or if any legal action is taken against RMC in connection with the said plot or proposed construction, the Developer undertakes to prosecute and defend such legal proceedings and for that purpose to sign, declare, modify, alter, rectify and file / collect all pleadings, affidavits, applications and other papers including fees, to engage advocate or advocates and to file / collect one or more appeals against any decision and to do all acts and things required to be done in that behalf in consultation with RMC and also to bear all costs for the same.
 - 14) To pay all the municipal and other Central and State taxes relating to the said property payable from the date of agreement until the completion of the building, if any and thereafter strictly as per the terms of the Agreement between the Developer and RMC.
 - 15) To get the purchasers of only 50% of the commercial units / areas in the said Project registered (through sale / transfer / lease deed) under the relevant laws and for that purpose to get necessary forms, applications issued/collected to and signed by all the purchasers of such commercial units/areas and to file the same with the appropriate authorities and to do all other acts and things necessary for such registration and to obtain registration certificates and providing possession in respect thereof. Such Registration and possession of commercial units / areas owned by the Developer shall be permissible only after the construction has been completed; completion certificate towards such completion issued as per provisions of the Agreement and the lease deed has been executed by the RMC in favour of the Developer.
 - 16) To do generally all other acts and things including applying / collecting and signing all papers / documents including making all rectifications / alterations / modifications as are necessary or are required to be done for the development, booking, operation, transfer and maintenance of the said Project including the construction of the commercial units / areas including parking and common areas, in all respects strictly as per the terms of the Agreement between the Developer and the RMC.
 - 16) This letter of authorization shall remain valid till the validity of the Agreement and shall stand cancelled, as soon as the term of the agreement is over or the agreement is terminated / cancelled for any reason before such validity period.

AND we agree to ratify all acts and things lawfully done by the said Attorneys by exercise of the powers herein contained and not contradicting to and strictly as per the terms of the Agreement between the Developer and RMC. AND we declare that this Letter of Authority is given on condition that all the expenses required to be incurred in executing this authority and exercising any of the powers given hereinabove will be the sole responsibility of the said attorney or the developer and RMC will not be responsible for the same in any manner whatsoever.

THE SCHEDULE ABOVE REFERRED TO:

IN WITNESS WHEREOF I, _____ have put our hands this the day of..... 2012.

Signed and delivered by the with in named

1) Mr. _____

In the presence of _____
BEFORE ME.
Identified by me.

JB-TAF-01

ANNEXURE – E: FORMAT OF BANK GUARANTEE

BANK GUARANTEE

(To be issued by a Scheduled Commercial Bank in India, acceptable to RMC, on non-judicial stamp paper of appropriate value, **towards performance of the License Agreement and payment of license premium/fees including interest, penalty, damage, loss, cost etc incurred by RMC in this regard**)

BANK GUARANTEE NO. _____ dated _____

This **Deed of Guarantee** executed at _____ by _____ (Name of Bank) having its Head/Registered Office at _____ (hereinafter referred to as ‘Guarantor’) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The **Raipur Municipal Corporation** (hereinafter referred to as “**RMC**”) having its office at _____, which expression shall unless it be repugnant to the subject or context thereof, include its, successors and assigns;

WHEREAS

- M/S _____, a company registered under the Companies Act, 1956 having its registered office at _____ (hereinafter called as ‘**Tenderer /Developer**’) which expression shall unless it be repugnant to the subject or context thereof include its / their executors, administrators, successors and assigns, has / have bid for Development of “Parking cum Commercial” project and operation & maintenance thereof at Jawahar Bazaar, Malviya Road, Raipur, Chhattisgarh (herein after referred to as “**Project**”)
- In terms of clause 3.2 of the Agreement dated _____ (hereinafter referred to as the ‘Agreement’) issued in respect of the Project, the Tenderer is required to furnish to RMC an unconditional and irrevocable Bank Guarantee of Rs. 2 Crores, at the time of signing the agreement, towards payments including interest, penalty, damage, loss, cost etc and performance guarantee for completion of the project, as planned.

We accept that the amount of Bank guarantee would be forfeited:

- i. in case we withdraw during the validity period of the bid;
- ii. in case we fail to take possession of the project land within the stipulated time frame and as per offer letter.

- iii. in case we withdraw or do not perform even thereafter during the License period, as per the terms & conditions as laid out in the agreement;

The terms of the Bank Guarantee shall provide that RMC shall be entitled to enforce the same in the event there is any default in performance or payment of any Installment towards the License Fees in accordance with the Payment Schedule and interest, penalty, loss, damage and costs if any. It is clarified that in the event the Bank Guarantee is encashed by RMC pursuant to default in payment of the License Fees, in accordance with the Payment Schedule, the Developer shall immediately provide a fresh Bank Guarantee of equal amount for performance and the balance installment of license fees remaining to be paid at that point of time including the interest, penalty, cost / losses / damages, if any, incurred by RMC due to such encashment / devolution of the Bank Guarantee;

- C. The Guarantor has at the request of the Tenderer / Developer and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligator shall, without demur, pay to RMC an amount not exceeding Rs. 2 Crores, on the same working day of receipt of a written demand from RMC calling upon the guarantor to pay the said amount and stating that the Bank Guarantee provided by the Tenderer has been executed in exercise of rights as per terms of clause 3.2 of the Agreement.
- b) Any such demand made on the Guarantor by RMC shall be conclusive and absolute as regards the forfeiture of Earnest Money Deposit, if any and payable by the Guarantor under this Guarantee and will be honoured by the Guarantor, simply on Demand, without demur and without need for ascribing any reason to the demand.
- c) The above payment shall be made without any reference to the Tenderer / Developer or any other person and irrespective if whether the claim of RMC is disputed by the Tenderer / Developer or not.
- d) This Bank Guarantee shall remain valid for the entire duration of the Agreement, for development of Parking cum Commercial project, between RMC and the Tenderer / Developer and until the end of the license period and shall continue to be enforceable till all amounts under the Guarantee are realized by RMC and performance to its satisfaction.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer / Developer, the Guarantor or any absorption, merger or amalgamation of the Tenderer / Developer, the Guarantor with any other person.
- f) In order to give full effect to this guarantee, RMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Request For Proposal or other documents or by extension of time or performance of any obligations granted

to the Tenderer / Developer or postponement / non exercise / delayed exercise of any of its rights by RMC against the Tenderer / Developer or any indulgence shown by RMC to the Tenderer / Developer, and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any variation, extension, postponement, non exercise, delayed exercise or omission on the part of RMC or any indulgence by RMC to the Tenderer / Developer to give such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving the Guarantor.

- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this guarantee pursuant to the power granted under _____.

IN WITNESS THEREOF THE GUARANATOR HAS SET HIS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed and Delivered by _____

Bank by the hand of Mr. _____

its _____ and authorized official

ANNEXURE – F: DESCRIPTION OF MINIMUM DESIRED INDICATIVE PROJECT FACILITIES

The Project in question is a “PARKING CUM COMMERCIAL” project and therefore should meet the requirements of the Project users and the parking requirements of Citizens of Malviya Road in particular and Raipur in general. RMC envisages that the Project Developers bidding for the said Project should put the standard quality facilities of a Parking cum Commercial project, and related project facilities / amenities etc. and must provide the following desired indicative minimum suitable project related facilities (as per the project finalized by the Developer and can vary with the written consent of RMC accordingly) for the Project users and for the common public to be located at the strategic locations with the mutual consent of the Developer and RMC. These facilities should be provided suitably in a standard minimum built-up area out of the total project built-up area (may spread in various strategic locations) and the area to be divided in these indicative facilities / amenities has to be as per the prevailing market standard norms for such facilities and in mutual consultation with RMC:

- a. Multiple ATMs of various Banks at specified location;**
- b. Multi-cuisine Fast Food Restaurant;**
- c. PCO, Net Surfing and Courier/ Post;**
- d. First Aid Zone;**
- e. Facilities to be compatible to the male, female and physically Handicapped people;**
- f. Efficient Public Announcement System common for the entire project;**
- g. May I Help You;**
- h. Security Post;**
- i. Public Toilets apart from the Toilets for the Occupants/Users**
- j. Toilets and urinals (of high standard and quality at each parking floor and also for the use of the general public of Malviya Road and Market people**
- k. Any other Facility for the common interest of the Public and in consultation with RMC.**

Apart from the above, Vehicle parking in the basement(s), upper floors and in the open areas at the project site shall have to be provided by the Developer. All such Parking facility shall be strictly in accordance with and as permissible under the Raipur Development Plan / CG. Bhumi Vikas Adhinyam. Fire fighting and fire safety measures shall have to be provided as prescribed in the National Building Code of India, 2005.

ANNEXURE - G: SITE PLAN & DETAILS OF PROJECT LAND

PROJECT : PARKING CUM COMMERCIAL

LOCATION : JAWAHAR BAZAAR, MALVIYA ROAD, RAIPUR (C.G.)

TOTAL PLOT AREA : 5850 Sq. Mtrs (Approximately 1.50 acres or as per actual available)

APPLICABLE FLOOR AREA RATIO:

i) 1.25 FAR is allowed for commercial development (As per the Master Plan and/or CG. Bhumi Vikas Niyam, 1984).

ii) Parking to be provided shall be equal to 1.25 FAR of the plot size in addition to parking requirements, as per The Development Plan, CG. Bhumi Vikas Niyam, 1984 and as per applicable Raipur Master Plan for 1.25 FAR for allowed commercial development.

PERMISSIBLE GROUND COVERAGE:

As applicable for various building heights. (As per the Master Plan and/or CG. Bhumi Vikas Niyam, 1984)

BUILDING HEIGHT RESTRICTION:

The Building height shall be governed by applicable/approved norms under C.G. Boomi Vikas Adhinyam/ Raipur Development Plan.

ANNEXURE – H: PROJECT SITE PLAN

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Note: Map Not to Scale