

INDORE SMART CITY DEVELOPMENT LIMITED



REQUEST FOR PROPOSAL

FOR

**SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK NO. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP)
(VOLUME -2)**

DRAFT CONCESSION-CUM-DEVELOPMENT AGREEMENT AND DEED OF CONVEYANCE FOR COMPENSATORY LAND PARCEL

**NIT No: 06/ISCDL/2025-26; Dated: 06. 05.2026
(Online Tender Id: 2026_UAD _505567_1)**

INDORE SMART CITY DEVELOPMENT LIMITED

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SECTION– 1

DRAFT CONCESSION-CUM- DEVELOPMENT AGREEMENT

SECTION– 1 – DRAFT CONCESSION-CUM- DEVELOPMENT AGREEMENT

This Concession-cum-Development Agreement is made on this day of _____ 2026 at Indore, MP (along with all Articles contained therein, various Clauses, and all attached Annexure, Schedules, Exhibits and instruments supplemental to or amendments or modifications in accordance with the provisions of this Concession-cum-Development Agreement, hereinafter referred to as "**Concession-cum-Development Agreement**" or "**Agreement**")

BY AND AMONG

Indore Smart City Development Limited acting through the Chief Executive Officer having its office at Nehru Park Campus, Nehru park, Indore hereinafter referred as "**ISCDL**" which expression shall include its representatives, nominees, successors and permitted assigns) of the **First Part**,

AND

M/s _____, a Special Purpose Vehicle incorporated under the Indian Companies Act, 2013 and having its registered office at, [details of the Special Purpose Vehicle incorporated by the Preferred Bidder] (hereinafter referred to as "Agency" "Bidder" "Developer", which expression shall, where context so admits, be deemed to include its representatives, nominees, successor or successors and permitted assign or assigns) of the Second Party; ISCDL and DEVELOPER are, where the context demands, individually referred to as "Party" and collectively as "Parties"

WHEREAS

- A. GoMP has issued Re-Densification Policy- 2022 for Government Buildings/Campuses in Urban Areas in Madhya Pradesh, through its Urban Development and Environment Department letter no. 3-57/15/18-5, Dt. 20-04-2016 and subsequent re-issued Redensification Policy- 2022 through its Urban Development and Environment Department letter no. F-23-5/2015/18-6, dated 18.04.2022.
- B. ISCDL being a special purpose vehicle formed under Smart Cities Mission and has prepared Proposal for "Infrastructure Development Works incl. Construction of Roads, Underground Water Tank, Water Supply Network, Sewer Network, Storm Water Drainage Network, Open Area Development in The Campus of MOG Lines Land Parcel -1 (Old Government Quarters) Near Mhow Naka, Indore" Under the Model Prescribed in Re- Densification Policy of GoMP against Freehold Sale of Block No. -16 (Land Use: Resi-Commercial) of MOG Lines -1 as Compensatory Land Parcel (CLP). The project comprises of Infrastructure Development Works incl. Construction of Roads, Underground Water Tank, Water Supply Network, Sewer Network, Storm Water Drainage Network, Open Area Development in The Campus of MOG Lines Land Parcel -1 (Old Government Quarters) Near Mhow Naka, Indore (collectively referred to as "Government Facilities"), together with the disposal of Compensatory Land Parcel on land-ownership rights.
- C. The Project envisages Indore Smart City Development Limited (ISCDL) owned land admeasuring 941.0 Sqm (Block No. -16, Dimensions: 30.15m x 31.19m, Land Use: Resi-Commercial) at MOG Lines Land Parcel -1 Near Mhow Naka, Indore (referred to as "Compensatory Land Parcel" or "CLP") is proposed

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for Permissible Development works and assets (hereinafter referred to as “Development Works on the CLP”).

- D. ISCDL / IMC is absolute Owner of the Project Sites at Indore (collectively referred to as “Project Sites”).
- E. Project Sites & Compensatory Land Parcel are particularly described, detailed and delineated in the Schedule-A Annexure 1 & 2 and Schedule C Annexure 1 of this Agreement. All the assets and facilities proposed therein (mentioned in the Recital D herein) all the project sites and compensatory land parcel are collectively referred to as “Project”.
- F. ISCDL intends to develop the Project with private sector participation under the project management and supervision of ISCDL, where the selected Developer/ Bidder will carry out construction and development of Government Facilities. In return the selected developer will be provided with "Land-Ownership rights" on the Compensatory Land Parcel to design, construct, develop, operate, maintain and manage the Development works and Assets thereon and to earn considerations from the disposal of the built-up residential/commercial units therein.
- G. The abovementioned "land-ownership rights" will be provided to the selected Developer on Payment of Premium quoted by the selected Developer (hereinafter referred to as “Premium”). The Premium is proposed to be paid by the selected developer partly in Monetary Equivalent in the form of Construction, Development, handing over and Transfer of completed Government Facilities together with required services, site infrastructure & utilities for the entire Project Sites to ISCDL / IMC as applicable and partly in the Monetary Terms (hereinafter referred to as “Monetary Payment of Premium”) as per the payment schedule prescribed in Schedule D of this Agreement. The total Cost of Government Facilities while being considered as Monetary Equivalent Payment of Premium shall be evaluated at the rates at par with Government of Madhya Pradesh Urban Development & Housing Department, INTEGRATED STANDARD SCHEDULE OF RATES (ISSR) - Volume–1: Water Supply, Sewerage and Tube Well Works, Volume–2: Building Works, Volume–3: Road & Bridge Works, Volume–4: Electrical Works effective from - 2nd August 2021 and amendments thereof.
- H. ISCDL therefore invited Bids under a single stage three envelope competitive bidding process, through the RFP No.: __/ISCDL/2025-26 dated __.__.2026; Online Tender Id: 2026_UAD_1 for the Selection of Developer / Bidder for “Infrastructure Development Works incl. Construction of Roads, Underground Water Tank, Water Supply Network, Sewer Network, Storm Water Drainage Network, Open Area Development in The Campus of MOG Lines Land Parcel -1 (Old Government Quarters) Near Mhow Naka, Indore” Under the Model Prescribed in Re- Densification Policy of GoMP against Freehold Sale of Block No. -16 (Land Use: Resi-Commercial) of MOG Lines -1 as Compensatory Land Parcel (CLP) (herein after referred to as “RFP Document”).
- I. After evaluating the received Bids, the Bid submitted by Selected Bidder vide letter no. _____ dated _____, with a Quote of Premium of Rs. _____ [in figures and Words], for above mentioned land-ownership rights on the Compensatory Land Parcel was Highest Price Bid Offered and accordingly Selected Bidder was adjudged to have submitted the Highest Price Bid of Premium.
- J. In continuation, ISCDL issued Letter of Acceptance No. _____ (“LoA”) to the Selected Bidder for the Project, requiring the Selected Bidder to, inter alia, either incorporate a Special Purpose Vehicle (SPV) (hereinafter referred to as the “Developer”) or undertake the Project directly, in accordance with the terms of the RFP Document. In the event the Selected Bidder opts to incorporate an SPV,

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such SPV shall comply with all provisions of the RFP Document, and the obligations relating to payment of the 1st Instalment of Monetary Premium and furnishing of Performance Security in the form of Bank Guarantee shall be discharged through the said SPV. Alternatively, where no SPV is formed, the Selected Bidder shall itself be responsible for making the said payment and furnishing the Performance Security, in accordance with the terms of the RFP Document.

- K. The Selected Bidder has incorporated the Special Purpose Vehicle (SPV), hereinafter referred to as “Developer”) for the purpose of the implementation of the Project, which has been duly incorporated under the Indian Companies Act, 2013. The Selected Bidder has requested ISCDL to accept the Developer as the entity which shall undertake and perform the obligations and exercise the rights of the preferred bidder/ consortium under the LoA, including the obligation to enter into this Concession-cum- Development Agreement pursuant to the LoA for implementation of the Project.
- L. By its letter dated _____, the Developer has also joined in the said request of the preferred bidder/consortium to ISCDL to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the preferred bidder/consortium including the obligation to enter into this Concession-cum-Development Agreement pursuant to the LoA. The Developer has further represented to the effect that it has been promoted by the preferred bidder/consortium as per the terms of RFP Document for the purpose thereof.
- M. ISCDL in response to the said request of Selected Bidder/Developer has accepted the Developer as entity which shall undertake and perform the obligations and exercise the rights of the preferred bidder/consortium including the obligation to enter into this Concession-cum-Development Agreement pursuant to the LoA.
- N. ISCDL confirms having received from the Developer an amount of Rs. _____ [in figures and Words], as 1st Instalment of the Monetary Payment of Premium and Bank Guarantee No. _____ dated issued by _____ for and amount of Rs. _____ [in figures and Words], as Performance Security, within the prescribed time limit of 30 Days from the date of issue of LoA.
- O. ISCDL has agreed to the said request of Selected Bidder/Developer and has accordingly agreed to enter in to the Concession-cum-Development Agreement with the Developer pursuant to the LoA.
- P. The Developer has agreed to pay the balance outstanding Premium of Rs. _____ [in figures and Words], partly in Monetary terms as per the payment terms in Schedule D of this Agreement and partly in Monetary Equivalent by carrying out the Construction and Development of the Government Facilities as per the Terms and Conditions of this agreement and as per the Project phasing milestones provided in Schedule B Annexure 4 of this Agreement.
- Q. Developer has paid the Stamp Duties of Rs. _____ [in figures and Words], Registration Fees of Rs. _____ [in figures and Words], and Other Charges [to be specified], of Rs. _____ [in figures and Words], for the purpose of Registration of this Agreement.

NOW THEREFORE, in consideration of the Mutual Covenants, Terms and Conditions and Understandings set forth in this Concession-cum- Development Agreement (the binding and liabilities arising out of which are hereby mutually acknowledged, agreed and accepted), the Parties, with the intent to be legally bound, hereby mutually agree as follows: -

1. Definitions and Interpretations

1.1 Definitions

In general, for understanding and interpreting the various terms occurring in this Concession cum Development Agreement (including the recitals above and the Schedules and Exhibits and Annexure etc. hereto), the definitions and meanings as stated in the applicable Development Plan and/or Madhya Pradesh Bhumi Vikas Niyam 2012 and/or National Building Code and/or any other relevant and Applicable Laws with latest Amendments and/or Revisions, shall be followed, except where the context otherwise requires

- 1.1.1. "Applicable Law"** means all laws, byelaws, rules, regulations, ordinances, policies etc. In effect on the date of the execution of this Concession-cum- Development Agreement, which are relevant to the Project.
- 1.1.2. "Appointed Date"** means the date on which the Parties may by mutual consent determine and shall be deemed to be the date of commencement of the Construction Period. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case maybe;
- 1.1.3. "Arbitral Tribunal"** shall have the meaning ascribed to the term in Clause 21.5
- 1.1.4. "Assets"** in respect of the Compensatory Land Parcel, shall mean the assets legally permitted as per the permissible development including but not limited to Schedule C, Annexure 2 and 3 of this Agreement, developed in accordance with sanctioned layouts/building plans on/under/above the Compensatory Land Parcel, and in respect of the Project Site shall mean Government Facilities and Assets as described more particularly in Schedule B, Annexure 1 & 2 of this Agreement.
- 1.1.5. 'Bidder', 'Agency', 'Developer'** shall mean the Applicant who has submitted its Bid in response to the RFP.
- 1.1.6. "Business Day"** shall mean any day in the calendar year except Sunday and/or Gazetted / Restricted holidays declared by the GOMP/Local Administration.
- 1.1.7. "Concession-cum-Development Agreement" or "Agreement"** shall mean this Agreement entered into among the Indore Smart City Development Limited and Developer (SPV).
- 1.1.8. "Compensatory Land Parcel"** means the Government Land admeasuring **941.0 Sqm (CLP i.e., Block No. -16 - 941.0 Sq.m.,)** at MOG Lines Land Parcel -1 Near Mhow Naka, Indore.
- 1.1.9. "Conditions Precedent"** shall have the meaning ascribed to it in Article 3.
- 1.1.10. "Construction Completion Date"** shall be date occurring **Twelve (12) Months** from the Appointed Date for the Government Facilities by which the completion of construction & development of the Government Facilities and Assets is required to be achieved by the developer.
- 1.1.11. "Construction Period"** shall mean period from the Appointed Date of this agreement up to Construction Completion Date in case of Construction and Development of the Government Facilities and Assets.
- 1.1.12. "Defects Liability Period"** shall be period of 5 (Five) years from the satisfactory handover & transfer of the completed Government Facilities including respective assets and facilities there under to Chief Executive Officer, Indore Smart City Development Limited as applicable and scope

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of the defects liability period shall be as per the provisions of Clause 12.17, 12.18 and Schedule B Annexure 6 herein

- 1.1.13. "Design and Indicative Drawings"** shall mean the design and Indicative Drawings of Government Facilities and Assets provided to the Developer in the Schedule-B, Annexure-2 of this Agreement
- 1.1.14. "Development Plan"** shall mean the applicable Indore Development Plan, including all its revisions, amendments and addendums etc.
- 1.1.15. "Development Works on the Compensatory Land Parcel"** shall mean the permissible development works including all Assets & Facilities legally permitted as per the permissible development (described more particularly in Schedule C, Annexure 2 and 3 of this Agreement), approved layout plan and building plan over the Compensatory Land Parcel, provided to the Developer by ISCDL on land- ownership rights as per the terms of this Agreement and Draft Deed of Conveyance for Compensatory Land Parcel provided in the Vol-2 Section 2 here.
- 1.1.16. "Effective Date"** shall mean the date on which the Parties hereto have executed this Concession-cum-Development Agreement.
- 1.1.17. "Encumbrances"** means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word "encumber" shall be construed accordingly.
- 1.1.18. "Estimated Cost of Government Facilities"** shall mean the total cost of constructions and development of Government facilities (including Assets & Facilities described more particularly in Schedule B, Annexure 1 of this Agreement) i.e., Rs. _____ lakh (excluding 18% GST on government facilities, as per the Design and drawings prepared (drawings shall be prepared by the Bidder and approved by ISCDL) based on the indicative Drawings (provided in Schedule B, Annexure 2 of this Agreement), Technical specifications & Special Terms and Conditions (provided in Schedule B, Annexure 3 of this Agreement), Bill of Quantities (provided in Schedule B, Annexure 5 of this Agreement) and other Terms and Conditions of the RFP Document and this Agreement.
- 1.1.19. "Facilities and Utilities"** means facilities and utilities required for/in the Government Facilities (described more particularly in Schedule B, Annexure 1 & Annexure 2 of this Agreement) and Development Works and Assets on Compensatory Land Parcel (in accordance with sanctioned layouts/building plans) inter alia the required/mandatory building services, site infrastructure and utilities (such as Roads / Streets / Walkways, Storm Water Drainage, Water Supply, Sewerage Network & Treatment, Power Supply, Telecommunication, Parking, Solid Waste management, Firefighting etc.), green buffer and required/mandatory open spaces in both the project sites (Project Site –Part A) and Compensatory land parcel, which are to be constructed and developed in accordance with sanctioned layouts/building plans and as per the terms of this Agreement.
- 1.1.20. "Final Payment Certificate"** shall have meaning set forth in the Clause 7.2.2
- 1.1.21. "Final Completion and hand over Certificate for Government Facilities"** shall have meaning set forth in the Clause 12.17

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- 1.1.22. "Financial Close"** means the date on which the Financing Agreements providing for funding by the Lenders have become effective and the Developer has immediate access to the drawl of such funding under the Financing Agreements.
- 1.1.23. "Financial Model"** means the financial model, prepared by the Developer and approved/adopted by the Lenders for entering into the Financing Agreement with the Developer, setting forth the capital costs of the Project, the mode of financing of such costs, revenues from the Project and the Equity IRR on the basis of which financial viability of the Project has been determined by the Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein.
- 1.1.24. "Financial Package"** means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt and Equity support, if any
- 1.1.25. "Financing Agreements"** means the agreements executed by the Developer in respect of financial assistance to be provided by Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to financing of the Project. However, no part / right in relation to Government facilities and assets granted to the Developer shall be mortgaged or assigned or licensed, or otherwise transferred to any secured creditor / lender / group of lenders in any manner whatsoever.
- 1.1.26. "Land-Ownership Rights on CLP"** shall mean complete landownership right on CLP from the execution of Deed of Conveyance for the Compensatory Land Parcel as per the provisions of Article 8 of this Agreement and the Deed of Conveyance for the Compensatory Land Parcel.
- 1.1.27. "Good Industry Practice"** means the practices, methods, techniques, designs, applicable codes and standards, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled, prudent and experienced person engaged in the same type of undertaking as envisaged under this Concession-cum Development Agreement and which would be expected to result in the timely and successful performance of its obligations by the Developer, in accordance with this Concession-cum-Development Agreement, Applicable laws and Applicable Permits in a reliable, safe, economical and efficient manner.
- 1.1.28. "Government Authority"** shall mean the Government of India, the Government of Madhya Pradesh, and any other Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal, Corporations or Court or other Law, Rule or Regulation making Entity having or purporting to have Jurisdiction on behalf of the Republic of India, including any Government Authority having jurisdiction over the Project.
- 1.1.29. "Government Facilities"** shall mean **Infrastructure Development Works incl. Construction of Roads, Underground Water Tank, Water Supply Network, Sewer Network, Storm Water Drainage Network, Open Area Development in The Campus of MOG Lines Land Parcel -1 Near Mhow Naka, Indore and related infrastructure works as specified in Schedule B of this Agreement** in the Project Site (described more particularly in Schedule B, Annexure 1 and 2 of this

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Agreement). The Government Facilities along with respective Assets and Facilities shall be handed over and transferred after satisfactory completion to MPUADD/Respective Department as applicable by Handover & Transfer Date. The construction and development of Government facilities shall be done by the developer as per the Design and drawings prepared (drawings shall be prepared by the Bidder and approved by ISCDL) based on the indicative Drawings, Technical Specifications & Special Terms and Conditions, Bill of quantities provided in (provided in Schedule B, Annexure 2, 3 & 5 of this Agreement), as per the instructions provided time to time by ISCDL/Project Consultants and other Terms & Conditions of the RFP Document and this Agreement.

- 1.1.30. “Grace Period”** shall mean the extended period of 6 (Six) months after the Scheduled Construction Completion Date (if not extended by ISCDL) or extended Construction Completion Date (in case the extension is so granted in writing) or the expiry of Construction Period (in case the extension is so granted in writing) in lieu of penalties as per the provisions of Article 16 of this Agreement.
- 1.1.31. “Handover & Transfer Date”** shall be date occurring 1(One) Months from the Construction Completion Date of the Government Facilities by which the Developer shall hand- over defect free completed Government Facilities along with the respective Assets, Facilities & Utilities to ISCDL, as applicable.
- 1.1.32. “Lenders”** means Financial Institutions, Banks, Multilateral Funding Agencies, and similar bodies undertaking lending business or their Trustees/Agents including their Successors and Assignees, who have Agreed to Guarantee or provide Finance to the Developer under any Financing Agreements for meeting the costs of the Project.
- 1.1.33. “Lender’s Representative”** shall refer to mean the person duly authorized by the Lenders to act for and on behalf of the Lenders with regards to matter arising out of and in relation to this Concession-cum Development Agreement, and includes his Successors, Assigns and Nominees.
- 1.1.34. “MPPWD SOR”** shall mean the Government of Madhya Pradesh- Public Works Department, Schedule of Rates (SOR) for **1) Roads & Bridge Works** in force from 11.04.2025, **2) Building Works** [Volume -1 and Volume -2] in force from 01.01.2024 and **3) Electrical** in force from 01.01.2024 and amendments thereof.
- 1.1.35. “MPUADD ISSR”** shall mean the Government of Madhya Pradesh Urban Development & Housing Department, Integrated Standard Schedule of Rates (ISSR) - Volume–1: Water Supply, Sewerage and Tube Well Works, Volume–2: Building Works, Volume–4: Electrical Works effective from – 02.08.2021 and Volume–3: Road & Bridge Works with effect from 08.11.2025 and amendments thereof.
- 1.1.36. “Part Completion Certificate for Government Facilities”** shall have meaning set forth in the Clause 12.17
- 1.1.37. “Performance Security”** shall have the meaning set forth in Article 13.1
- 1.1.38. “Permits”** means without any limitation, all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, exemptions, sanctions, rulings, renewals and no objections required to be obtained from any Governmental Authority or any other Authority and/or maintained under Applicable Laws in connection with or related to the performance of this

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Concession-cum-Development Agreement including the Environment, Forests, Airports etc. related permits.

- 1.1.39. “Permissible Development”** – in context of the Development works on the Compensatory Land Parcel the permissible development shall be with specific reference to the Land Use, FAR etc. (as set forth in detail in Schedule C, Annexure 2 & 3 of this Agreement). Generally, the zoning and development regulations, building bylaws as stated and specified in the applicable Development Plan, jointly read with Madhya Pradesh Bhumi Vikas Niyam, 2012 and any other relevant and applicable laws with latest amendments/revisions, shall be applicable for the development on the Compensatory Land Parcel, unless specifically provided for in this Agreement.
- 1.1.40. “Premium” or “Bid Value”** shall mean the Premium quoted by the Preferred Bidder/Developer for land-ownership rights on the Compensatory Land Parcel to design, construct, develop, operate, maintain, manage and earn considerations from Development works and assets on the CLP as per the provisions of RFP document, this Agreement and Draft Deed of Conveyance for Compensatory Land Parcel (Vol-2, Section 2 herein). The Offered Premium or Bid Value has been, specifically mentioned in the recitals herein this Agreement
- 1.1.41. “Project”** shall collectively refer to mean Infrastructure Development Works incl. Construction of Roads, Underground Water Tank, Water Supply Network, Sewer Network, Storm Water Drainage Network, Open Area Development in The Campus of MOG Lines Land Parcel -1 (Old Government Quarters) Near Mhow Naka, Indore” Under the Model Prescribed in Re- Densification Policy of GoMP, with provision of land-ownership rights on CLP in the favour of selected developer and Permissible Development works on the CLP by the selected Developer on the CLP as per the provisions of RFP document, this Agreement and Draft Deed of Conveyance for Compensatory Land Parcel (Vol-2, Section 2 herein)
- 1.1.42. “Project Agreements”** shall mean this Concession-cum-Development Agreement, Deed of Conveyance for CLP, Shareholder’s Agreement and other legal documents as mutually agreed to between the ISCDL and the Developer, necessary for implementing the Project.
- 1.1.43. “Project Consultants” or “Consultant”** shall means the Technical Consultant appointed by ISCDL who shall on behalf of the ISCDL approve, review, monitor and render any services during the construction period of the Project and assist and/or advise ISCDL on all Project related activities being undertaken by the Developer
- 1.1.44. “Project Manager”** means a qualified Engineer with a degree in Civil Engineering or equivalent degree, passed out from a recognized university, with at least 10 years’ experience in the field of Project Management, appointed as Project Manager by the Developer and under notification to the ISCDL, to supervise and be the over-all in- charge of all project related activities being undertaken by the Developer in the Construction and Development of the Project for the pre-construction, during the construction as also post construction (Defects Liability Period) and also be the representative of the Developer for interaction with the authorized representative nominated by ISCDL.
- 1.1.45. ‘Preferred bidder’** shall mean the person/firm/company/entity whose bid has been accepted by ISCDL and in whose favour Letter of Acceptance has been issued to implement the Project on the

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terms and conditions outlined in the Concession-cum- Development Agreement and includes SPV incorporated by the said person/firm/company entity.

- 1.1.46. “Project Site”** shall mean the Government Land which includes Project Site at MOG Lines Land Parcel -1 (Old Government Quarters) Near Mhow Naka, Indore. The details and delineation of Project Sites has been provided in the Schedule A, Annexure 1 & 2 of this Agreement
- 1.1.47. “Provisional Payment Certificate”** shall have meaning set forth in the Clause 7.2.2
- 1.1.48. “Request for Proposal Documents or RFP Document”** shall mean the documents comprising Volume 1, Volume 2, Volume 3 and Sections there under issued to the Preferred Bidder/Developer for the Bidding for this Project.
- 1.1.49. “Security Deposit” for Defects Liability Period of Government Facilities”** shall have the meaning set forth in Article13.2
- 1.1.50. “Seller”** shall mean Indore Smart City Development Limited (ISCDL), acting in its capacity as the implementing agency and authorized entity for disposal, conveyance, and transfer of rights in respect of the Project Site and/or Compensatory Land Parcel, and shall include its successors, nominees, assigns, and any other Government authority or body duly authorized by the Government of Madhya Pradesh to perform such functions under applicable laws. “Taxes and Duties” shall mean all taxes, duties, fees etc. including GST (if applicable) etc. payable by the Developer as per applicable laws in India in connection with the Project and Developers obligations and due diligence as per the Terms of RFP document and this Agreement.
- 1.1.51. “Technical Specifications”** shall mean the Technical Specifications, Special Terms and Conditions for the construction and development of Government facilities and Assets set out in Schedule B, Annexure 3 of this Agreement
- 1.1.52. “Year”** shall mean one calendar year of the Gregorian calendar.

1.2 Interpretation

In this Agreement unless the context requires otherwise: -

- 1.2.1.** Any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision, along with all its amendments, revisions, modifications, re-enactments, or consolidations.
- 1.2.2.** Any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 1.2.3.** A reference to any Document, Agreement, Deed or other instrument (including, without limitation, references to this Concession-cum- Development Agreement), means a reference to such Document, Agreement, Deed or other instrument and to all Annexure/Schedules and parts attached or relatable thereto, all of which shall form an integral part of such Document, Agreement, Deed or other instrument, as the case maybe.
- 1.2.4.** A reference to any Statutory Body or Authority includes a reference to any successor as to such of its functions as are relevant in the context in which the Statutory Body or Authority was referred to.

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- 1.2.5.** The words ‘include’ and ‘including’ are to be construed without limitation. The terms ‘herein’, ‘hereof’, ‘hereto’, ‘hereunder’ and words of similar purport refer to this Concession-cum Development Agreement as a whole.
- 1.2.6.** In this Concession-cum-Development Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be/used to interpret the provisions of this Concession-cum- Development Agreement.
- 1.2.7.** Where in this Concession-cum-Development Agreement, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, such notice, consent, approval, and certificates of determination shall be in writing.
- 1.2.8.** Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 1.2.9.** A right conferred by this Concession-cum-Development Agreement to do any act or thing shall be capable of being exercised from time to time.
- 1.2.10.** The rule of interpretation which requires that an agreement be interpreted against the person or Party drafting it shall have no application in the case of this Concession-cum- Development Agreement.
- 1.2.11.** If any provision in this Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Concession-cum-Development Agreement.
- 1.2.12.** Any reference to ‘Day’ shall mean a reference to a Gregorian Calendar Day, any reference to ‘Month’ shall mean a reference to a month of the Gregorian calendar.
- 1.2.13.** Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates
- 1.2.14.** References to a person/body/organization or to a word importing the same, shall be construed so as to include: -
- a) Individual, Firm, Partnership, Trust, Joint Venture, Company, Corporation, Body Corporate, Unincorporated Body, Association, Organization, any Government, or State or any Agency of a Government or State, or any Local or Municipal Authority or other Government Authority (whether or not in each case having separate legal personality);
 - b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of this Concession-cum-Development Agreement; and
 - c) References to a person’s representatives shall be to its officers, personnel, legal or other professional advisers, subcontractors, agents, attorneys and other duly authorized representatives
- 1.2.15.** The terms and expressions elsewhere defined in this Concession-cum- Development Agreement shall have the meanings as ascribed therein
- 1.2.16.** In this Concession-cum-Development Agreement, in case of any explanations, expansions of terms, definitions, scope etc. of any term, clause, activity, stage, phase etc. have been stated at more than one place, it shall not be interpreted to be in conflict with each other, rather a

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combination of all such explanations, expansions of terms, definitions, scope etc. shall be used to interpret the same.

1.2.17. This Concession-cum-Development Agreement, and all other Agreements and Documents forming part of this Concession-cum-Development Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Concession-cum-Development Agreement, the priority of this Concession-cum-Development Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- a) This Concession-cum-Development Agreement; and
- b) All other agreements and documents forming part hereof i.e. this Concession-cum-Development Agreement at (a) herein above shall prevail over the agreements and documents at (b) herein above.

2. Scope of the Project

2.1. Scope of the Project

The Project consists of Infrastructure Development Works incl. Construction of Roads, Underground Water Tank, Water Supply Network, Sewer Network, Storm Water Drainage Network, Open Area Development in The Campus of MOG Lines Land Parcel -1 (Old Government Quarters) Near Mhow Naka, Indore under the provisions of re-densification policy of GoMP. The detailed scope of each of the parts of the project are specified as hereunder:

2.1.1. Scope of the Infrastructure Development Works

- i. Subject to the terms of this Concession-cum-Development Agreement, the Applicable laws and the Applicable Permits, the scope of the Construction and Development of the Project (herein the “Infrastructure Development Works” at Indore (MP) at Project Site, shall mean and include:
 - a) The Implementation and Execution (as per the Design, including Planning, Architecture, Structure, Services, Infrastructure and Design and drawings prepared (drawings shall be prepared by the Bidder and approved by ISCDL) based on the indicative Drawings, Technical Specifications & Special Terms and Conditions, & Bill of Quantities provided in this Agreement and Good for Construction Drawings provided by Project Consultants during Implementation), preparing Master Project Schedule (along with implementation plan as per Project Phasing Milestones as per Schedule B, Annexure 4 of this Agreement), Financing & Construction of the Government Facilities & Utilities therein (described in the provisions of Schedule B, Annexure 1 of this Agreement) as per the Approved and Sanctioned Layout Plan, and Phasing Plan & as per the Terms and Conditions as stipulated in this Agreement along with the Handover & Transfer of the completed, defect free and fully functional Government facilities Indore Smart City Development Limited, Indore by Handover & Transfer Date as part of Government Facilities
 - b) Providing, Furnishing and Performing, all necessary Procurement, Supplies, Installation, Erection, Construction, Testing, Commissioning, of the entire completed, defect free and fully functional Infrastructure Development Works & Utilities therein (including all rectification and remedial services, activities and work relating to defects and deficiencies)

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- c) ISCDL will obtain all the necessary and requisite permissions, sanctions, approvals for the Layout Plan from the Competent Authorities including environment clearance for Governmental facilities. (Any applicable fees for permission/NOC to any Government dept. in relation to Government facilities if required shall be paid by developer which shall be adjusted against bid value.)
 - d) Performing Requirements of the Defects Liability Period for Government facilities & Utilities therein transferred to ISCDL / Concerned Department as per terms specified in this Agreement
- ii. The Scope shall also include the Performance and Fulfilment of all other incidental obligations of the Developer related to Infrastructure Development Works in accordance with the provisions of this Concession-cum-Development Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this Concession-cum-Development Agreement, which the Developer undertakes to perform at its own costs, resources and expenses.

2.1.2. Scope of the Development Works on Compensatory Land Parcel

- i. Subject to the terms of this Concession-cum-Development Agreement, the Deed of Conveyance for the Compensatory Land Parcel executed between the Chief Executive Officer, Indore Smart City Development Limited, Indore and the Developer (Successful Bidder) in the format provided in Volume-2, Section-2 herein, the Applicable Laws and the Applicable Permits, the Developer shall be vested with ownership rights over the Compensatory Land Parcel. The scope of Development Works on the Compensatory Land Parcel (hereinafter referred to as the “Development Works on Compensatory Land Parcel”) as set out herein below is purely indicative and non-mandatory in nature, and is provided only for illustrative purposes. The Developer shall have the sole and absolute discretion to determine the nature, extent, phasing, and execution of any such Development Works on the Compensatory Land Parcel, and may, at its option, undertake, modify, defer, or choose not to undertake any part of the indicative scope, in full or in part, without any obligation or liability, subject always to compliance with Applicable Laws and Applicable Permits.
 - a) The Project Design, Planning, Financing, Implementation and Execution of Permissible Development Works and Utilities upon the Compensatory Land Parcel (as per the provisions of applicable Development Plan, Madhya Pradesh Bhumi Vikas Niyam 2012, any other government regulations, & statutory provisions in force), in accordance with the approved layout/ building plans, permits and approved Master Project Schedule for Compensatory Land Parcel, as per the BIS/IS standards and/or National Building Code along with the latest amendments, revisions, modifications etc. and the accepted industry practices.
 - b) Obtaining all the necessary and requisite approvals, permissions, sanctions, clearances including environment clearance if applicable etc. from the Competent and Relevant Authority(s) and bearing all statutory costs and payments for all statutory approvals/sanctions/permits (including environmental clearances if applicable). The Developer shall have to obtain the approvals, permissions, sanctions, clearances for the entire project and Development works on Compensatory Land Parcel.

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- c) Marketing of the constructed built-up area in Development Works and Assets on Compensatory Land Parcel
 - d) Generating Revenue from the constructed built-up area in Development Works and Assets on Compensatory Land Parcel
 - e) Operating and Maintaining the Assets, Facilities and Utilities in the Development Works on Compensatory Land Parcel till the exit phase/handing over of the responsibility to the designated body (block wise residential/commercial condominium) as specified in the relevant acts and applicable permits etc.
 - f) Complying with provisions and requirements of The Real Estate (Regulations and Development) Act 2016 and rules there under for Construction, Development, and Disposal of Units on the Compensatory Land Parcel.
- ii. The Scope shall also include the Performance and Fulfilment of all other incidental obligations of the Developer related to Development Works on Compensatory Land Parcel in accordance with the provisions of this Concession-cum-Development Agreement, Deed of Conveyance for Compensatory Land Parcel executed between **Chief Executive officer, Indore Smart City Development Limited, Indore** and the **Developer (successful bidder)** and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this Concession-cum-Development Agreement and Deed of Conveyance for Compensatory Land Parcel, which the Developer undertakes to perform at its own costs, resources and expenses.

3. Conditions Precedent

3.1. Conditions Precedent

Save and except as expressly provided herein the respective rights and obligations of the Parties under this Concession-cum-Development Agreement shall be subject to the satisfaction in full of the conditions precedent relating to the other Party (the “Conditions Precedent”).

3.2. Conditions Precedent of ISCDL

The obligations of the Developer hereunder are subject to the satisfaction in full of the following Conditions Precedent of ISCDL. ISCDL shall have:

- 3.2.1. Handed over to the Developer vacant possession of the Project Site (or any part thereof as per the Detailed Master Project Schedule approved by ISCDL/ Nodal Officer as per the provisions of the Clause 3.3.8) along with all easement Rights free from Encumbrances. It is however clarified that this Condition Precedent on the part of the ISCDL shall be fulfilled in the end, when all other Conditions Precedent of the Developer provided in Clause 3.3 herein have been met/ fulfilled/ waived off by the ISCDL in writing.

3.3. Conditions Precedent of Developer

The obligations of ISCDL hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Developer. The Developer shall have

- 3.3.1. Submitted the performance security and deposited the first instalment of monetary payments as prescribed in the Payment Schedule.

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- 3.3.2. Provide ISCDL, notarized true copies of its constitutional documents and board resolutions - the execution, delivery and performance of this Concession-cum- Development Agreement by the Developer.
- 3.3.3. All the representations and warranties of the Developer set forth in its Bid (by Preferred Bidder/JV/Consortium) and this Concession-cum-Development Agreement are true and correct as on the Effective date and as on the Appointed Date
- 3.3.4. Appointed a Project Manager for implementation of the project
- 3.3.5. Carried out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites and Compensatory Land Parcel and submitted a copy of the same to ISCDL/Nodal Officer and Project Consultants in desired format.
- 3.3.6. Collected all Detailed Architectural, Structural, Services and Infrastructural Drawings of the Project from ISCDL, which are required for obtaining the necessary and requisite approvals, licenses, permits, registrations, clearances etc. from the competent and relevant authority(s)
- 3.3.7. Prepared a Detailed Master Project Schedule (in co-ordination with the Project Phasing Milestones provided in the Schedule B, Annexure 4 of this Agreement) based on a Work Breakdown structure of all phases in the entire Project (Government facilities and development works on compensatory land parcel) listing all the items of works to be executed, their time schedule, overlaps, resource mobilization etc. and submit the same to ISCDL/Nodal Officer for their approval and obtained the Approval.
- 3.3.8. Arrange for the necessary equipment, tools, plants, machinery, labour force and duly notify the Nodal officer.

Provided that upon request in writing by the Developer, ISCDL may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Clause 3.3. For the avoidance of doubt, the ISCDL may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

3.4. Obligations to Satisfy Conditions Precedent

- 3.4.1. Each Party shall make all reasonable endeavours at its respective cost and expense to procure the fulfillment of the Conditions Precedent relating to it within a period of 6 (Six) months from the date of execution of this Concession-cum-Development Agreement ("the Effective Date").
 - 3.4.2. The later of the date, within such 6 (Six) months, when the Developer and the ISCDL fulfils its Conditions Precedents shall be the Appointed Date, as jointly certified in writing by the parties/their authorized representatives forthwith upon such fulfilment, whereupon the obligations of the Parties under this Concession-cum- Development Agreement shall commence.
- 3.5. The Developer shall notify ISCDL in writing every fortnight (i.e. 15 days) on the progress made in fulfilling the conditions precedent, including, but not limited to, any assistance required by the Developer in fulfilling his responsibilities/obligations etc. Under the said conditions precedent. In

addition, the Developer shall promptly inform ISCDL, whenever any of the conditions precedent, for which it is responsible, has been fulfilled

3.6. Non-fulfilment of Conditions Precedent

- 3.6.1. In the event the Conditions Precedent for a Party have not been fulfilled within the stipulated time and ISCDL has not waived, fully or partially, such conditions relating to the Developer, this Concession-cum- Development Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Concession-cum Development Agreement and ISCDL shall not be liable in any manner whatsoever to the Developer or Persons claiming through or under it.
- 3.6.2. In the event that vacant possession of the Project Site or any part thereof has been delivered to the Developer prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Concession- cum-Development Agreement under this Clause 3.6, the Project Site or any part thereof shall immediately revert to the ISCDL, free and clear from any encumbrances and along with all Easement Rights, irrespective of any outstanding mutual claims between the Parties.
- 3.6.3. In the event this Concession-cum-Development Agreement is terminated by ISCDL owing to Developer's default(s), ISCDL shall invoke and forfeit the Performance Security and the amount of First Instalment of monetary payments of Premium deposited by the developer.
- 3.6.4. In the event of termination of this Concession-cum-Development Agreement on account of non-fulfilment of ISCDL's Conditions Precedent, ISCDL shall refund to the Developer the Performance Security in full and the First Instalment of Monetary Premium, without any interest. Such refund shall be made within a reasonable period, strictly subject to availability of funds with ISCDL, and no claim for interest, damages, cost or any other compensation shall be admissible against ISCDL on account of any delay or deferment in such refund.
- 3.7. The Parties may by mutual consent (in writing) chose to extend the time for fulfilment of Conditions Precedent instead of terminating this Agreement.

4. Change of Ownership and Equity Lock-in for Developer

- 4.1. The Developer shall not be permitted any change in SPV up to completion, handover & transfer of the entire Government Facilities and Assets to concerned department as applicable herein the 'Equity Lock-in Period'. In case of death or bankruptcy of lead member and / or any partner, ISCDL will allow to change in equity stake of SPV on request.
- 4.2. No part / right in relation to Government facilities and assets granted to the Developer under this Agreement shall be mortgaged or assigned or licensed, or otherwise transferred to any secured creditor/lender/group of lenders in any manner whatsoever.

5. Obligations

Obligations of ISCDL

5.1.1. Mandatory

- a) ISCDL shall cause and ensure timely vacation of the Project Site/part(s) of the Project Site in accordance with the Detailed Master Project Schedule as approved by the Nodal Officer and stipulated in this Concession-cum-Development Agreement, and shall make available unencumbered possession of such Project Site(s) to the Developer. It is hereby clarified that phased/part possession of the Project Site shall be acceptable to the Developer, and the Developer shall proceed with development on such handed-over portions, without any claim arising on account of non-availability of the entire Project Site at once.
- b) Upon occurrence of a ISCDL Event of Default or an Event of Force Majeure which substantially prevents the Developer from achieving the Construction Completion Date and Handover & Transfer Date in reference to the Government Facilities (subject to the Developer having complied with all its obligations set forth herein), the Developer shall be entitled to extension of such number of days equivalent to the time taken by the ISCDL to complete its obligations hereunder or the effect of the Event of Force Majeure.
- c) The ISCDL shall cause and facilitate developer to move all existing users of the Project Sites in order to provide unencumbered access to the site for the Developer.
- d) The provisions relating to Liquidated Damages available to the Developer, shall be in relation and limited only to the Mandatory obligations of the ISCDL.

5.1.2. Obligatory

- a) ISCDL shall assist the Developer for obtaining the necessary and requisite approvals, clearances and permissions etc. with respect to all the Project Sites & Project Components of Government Facilities and Development works on compensatory land parcel and bear all statutory fees & payments for requisite approvals, clearances and permissions for Government Facilities and Assets, Facilities & Utilities there under only.
- b) Subject to fulfillment of all obligations of the Developer, including payment of premium in part or full, ISCDL is obliged to execute Deed of Conveyance for Compensatory Land Parcel in full or any part thereof (in the format set out in Vol-2, Section 2, herein) in the favor of Developer as per the provisions and on fulfillment of requirements of Article 8.3.
- c) Subject to fulfillment of all obligations of the Developer, ISCDL is obliged to issue No Objection Certificate (NOC) as per the provisions of Clause 8.2 & Clause 8.7 for granting rights under Clause 8.2, to the Developer, at the time of execution of Deed of Conveyance for CLP as per the provisions of Clause 8.3. Such NOC will be revised by ISCDL, from time to time after every monthly / quarterly evaluation of completed works of Government Facilities & Assets.

5.1.3. Substitution of Development Obligations in Lieu of Vacant Possession

In the event that, at any stage during the subsistence of this Agreement, the Authority is unable to provide or ensure vacant, unencumbered, and peaceful possession of the Project Site or any part thereof earmarked for the development of Government Facilities, due to reasons not attributable to the

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Developer, including but not limited to encroachments, litigation, administrative constraints, or force majeure conditions, the following provisions shall apply:

- a) **Right to Opt for Monetary Substitution:** Subject to prior written intimation and approval of Indore Smart City Development Limited (“Authority”), the Developer shall have the option to discharge its outstanding obligations towards the development of Government Facilities, either in full or in part, by payment of the corresponding balance Premium, equivalent to the estimated cost of such unexecuted Government Facilities, as determined in accordance with the provisions of this Agreement and duly certified by the Authority.
- b) **Alternative Execution of Works of Equivalent Value:** Notwithstanding the above, the Developer may, as an alternative to monetary substitution, submit a written request to the Authority for undertaking development works of equivalent value to the unexecuted portion of Government Facilities. The scope, nature, and location of such substitute works shall be determined solely at the discretion of the Authority, and may include works:
 - i. within the Project Site; or
 - ii. at any other location within the municipal limits of Indore Municipal Corporation.

It is hereby clarified that the Bidder may, at its sole discretion, opt for either of the options specified in Clauses (a) and (b) above, or any combination thereof, and shall implement the same in accordance with the procedure stipulated hereinabove.

- c) **Execution of Conveyance Deed:** Upon receipt of such payment and its acceptance by the Authority, the Authority shall, subject to fulfillment of all other applicable conditions under this Agreement, proceed with the execution and registration of the Deed of Conveyance in favour of the Developer, for the CLP, in accordance with the terms herein.
- d) The acceptance of either the monetary substitution or the execution of alternative works shall be entirely at the sole discretion of the Authority, and shall be subject to:
 - technical feasibility,
 - administrative convenience, and
 - alignment with public interest and project objectives.

The Authority reserves the right to accept, reject, or seek modification to the Developer’s proposal, without assigning any reason.

- e) Any such substitution, whether by way of payment or alternative execution, shall be formalized through a Supplementary Agreement or Addendum to this Agreement, duly executed between the Parties, clearly specifying:
 - the scope of substituted obligations,
 - valuation and certification mechanism,
 - timelines for compliance, and
 - corresponding adjustments, if any, in the Project obligations.
- f) It is expressly clarified that the provisions of this Clause do not confer any automatic right upon the Developer to seek substitution, and the same shall be subject to mutual agreement of the Parties and prior written approval of the Authority.

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- g) The exercise of this provision shall not prejudice or dilute any other rights, remedies, or obligations of the Authority under this Agreement, including enforcement of performance obligations, imposition of damages, or termination, where applicable.

5.2. Obligations of Developer

- 5.2.1. The Developer agrees and undertakes that it shall be solely responsible for Designing, Financing, Construction and/or provisioning of all the Project Components of Government Facilities and Construction / Development works on compensatory land parcel including assets and facilities thereunder. However, it is made clear that any arrangement between the Developer and its lenders is an internal matter of the Developer, and the Developer undertakes that its arrangement with the lenders shall not adversely affect any of the Developer's obligations, and the Developer indemnifies ISCDL against the same.
- 5.2.2. The Developer shall be solely responsible for seeking connections and ensuring the supply of all utilities including but not limited to electricity, water, fuel, consumables and any other services necessary or incidental to the implementation of the Project and all such utilities and facilities will be provided at the cost and expense of the Developer himself.
- 5.2.3. The Developer shall be responsible for Carrying out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites and Compensatory Land Parcel as and when instructed by Nodal Officer/Project Consultants at the cost and expense of the Developer himself and submission of a copy of the same to ISCDL/Nodal Officer and Project Consultants in desired format.
- 5.2.4. The Developer shall be responsible for dismantling/ demolition of the built-up structures, services etc.; disposal of the debris/scrap and clearing of site of the existing assets and utilities on all the Project Sites.
- 5.2.5. Eligibility Criteria and Shareholding: The Developer shall ensure that the Developer shall at all times, during the prevalence of the Construction and Development of Government Facilities (up to the Handover & Transfer of Government Facilities), maintain its eligibility as per the qualification criteria employed during the selection process, with specific reference and relation to the shareholding commitment in the SPV/Developer Company (Lead Member and other members of preferred Bidder/consortium to hold minimum of 51% and 24% shares respectively and collective shares of all the members of preferred Bidder/JV/consortium shall be 100% in the SPV/Developer Company) as set out in the RFP/Bid/Letter of Acceptance, and agrees that any change which affects its eligibility as per the said qualifying criteria, could lead to termination of this Concession-cum-Development Agreement by ISCDL.
- 5.2.6. Financing: the developer has to make his own arrangements of funds required for construction of government facilities at his own risk and cost. No part / right in relation to Government facilities and assets shall be mortgaged or assigned or licensed, or otherwise transferred to any secured creditor / lender / group of lender in any manner whatsoever.

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- 5.2.7. Due Diligence: The Developer shall undertake the Project (both Government Facilities and Development Works on CLP) using due care and diligence in a professional manner, using sound engineering and design principles and project management and supervisory procedures and in accordance with good industry practice.
- 5.2.8. Applicable Laws & Permits: The Developer shall at all times, obtain and maintain all applicable, necessary and requisite approvals / permits / clearances/sanctions etc. which are required under the applicable laws to undertake the Project (both for Government Facilities and Development Works on CLP).
- 5.2.9. The Developer shall, prior to the Appointed Date, nominate the “Project Manager” exclusively for the Project/ Government facilities.
- 5.2.10. Provide all necessary and requisite tools, equipment, plants and machinery, materials, supplies, utilities, power, fuel, experienced personnel having the requisite expertise and labour etc. for the above purposes in accordance with the Technical Specifications & Special Terms and Conditions set out in Schedule B, Annexure 3 of this Agreement in sufficient numbers/quantity as and when required, pre-empt the requirement of such services, resources and tools etc. and make provisions for the same, and even if it is not specifically described in the Technical Specifications & Special Terms and Conditions, the Developer will be bound to provide, if it could be reasonably inferred by any prudent and experienced person of this field, in accordance with good industry practice that the providing, furnishing or performing such additional items was contemplated and intended to be a part of the services and resources necessary for the successful provisioning of the Government Facilities and Assets, Facilities & Utilities there under.
- 5.2.11. Arrange for, make provisions and for the supply of water (good for both human consumption and construction activity) and electricity (both for his labour and execution of works) at his own costs/resources/expenses.
- 5.2.12. Prepare a Master Project Schedule prepared on PRIMAVERA / MS PROJECT (in co-ordination with the Project Phasing Milestones provided in the Schedule B, Annexure 4 of this Agreement) for the Project and submit the same for approval to the ISCDL (as a Condition Precedent, referred to hereinabove). The Master Project Schedule shall be used by both ISCDL and the Developer to control, monitor and regulate the pace of works of the Project. Developer shall submit weekly / monthly progress report for review of progress to ISCDL.
- 5.2.13. **Project Milestones:** The Developer shall be obliged to achieve Construction Completion Date by the date occurring 12 Months from the Appointed Date (excluding 1 months for handing over & transfer of the completed Government Facilities). Upon occurrence of a ISCDL Event of Default or an Event of Force Majeure which substantially prevents the Developer from achieving the said Construction Completion Date and/or Handover and Transfer Date occurring within 1 (One) months from Construction Completion Date (subject to the Developer having complied with all its obligations set forth herein), the Developer shall be entitled to extension of such number of days equivalent to the time taken by the ISCDL to complete its obligations hereunder or period of the effect of the Event of Force Majeure. The Developer shall achieve Quarterly Physical Progress on the approved Master Project Schedule as per the Project Phasing Milestones provided in the

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Schedule B, Annexure 4 of this Agreement, failing which, Developer shall be liable for Liquidated damages as per the Clause 16 herein.

- 5.2.14. **Relocation of Utilities:** In the event that there are any existing utilities and its ancillary structures laid on/upon/under the Project Sites/CLP and which need to be shifted for the execution of the Project works and make it fully functional and operational, then the Developer shall be required to relocate all such utilities/ancillary structures, with the prior written approval of ISCDL in a phased manner as specified, without causing any nuisance. The Developer shall ensure procurement of all necessary and requisite approvals / permissions / clearances from the concerned and relevant departments/agencies (which are responsible for providing, maintaining, upgrading etc. of the same) prior to carrying out any/all such activities. It shall always be a pre-condition, that such relocation shall be carried out in a manner so as not to hamper/disrupt the existing utilities & services to the users of the same and that no existing utilities & services shall be discontinued unless an alternate fully functional & amenable service is provided to the users of the same.
- 5.2.15. **Licenses:** The Developer shall procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project (both Government Facilities and Development Works on CLP).
- 5.2.16. **Safety Precautions:** During the entire project period, the Developer will ensure complete safety precautions with respect to, but not limited to, fire, security (both of life and property), transportation, and delivery of goods, materials and control of pollution.
- 5.2.17. **Excavations:** The Developer shall not make any excavation upon any part of the Project nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms hereof. The excavated stone etc. shall remain the property of the ISCDL and shall be dealt with by the Developer as per the terms and conditions specified herein the Concession-cum- Development Agreement.
- 5.2.18. **Equipment Warranty:** The Developer will ensure that all materials, equipment, machinery, etc. installed and/or used at the Project Sites and in the Project Assets & Facilities will be of sound and merchantable quality; that all workmanship shall be in accordance with good industry practices applicable at the time of installation/construction/repair and that each part of the same will be fit for the purpose for which it is required.
- 5.2.19. **Debris & Construction Materials:** The Developer shall remove promptly from the Project Sites, all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and waste water), rubbish and other debris and shall keep the land in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permits.
- 5.2.20. **Fencing:** The said Project Sites shall be fenced/barricaded during construction by the Developer at his own expense in a manner approved by the Nodal Officer. The design, graphical and textual display, and material of such fencing/barricading shall be got approved from ISCDL prior to erection at the Project Site.
- 5.2.21. **Sub-Contract:** The Developer shall have the right to appoint Sub- Contractors by awarding subcontracts and entering into agreements for any EPC Contract and/or O & M Contract for

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construction, operation and/or management of the Project Assets and Facilities or any other activity relating to the Project or matters incidental thereto. Notwithstanding any such subcontract, the Developer shall retain the overall responsibility, obligation and liability in relation to the Project. It is clarified that Developer shall remain liable and responsible for any acts, omissions or defaults of any Sub-Contractor for construction or for use of spaces inside Assets and shall indemnify ISCDL in respect thereof. However, ISCDL shall have no obligation towards such Contractor whatsoever, and ISCDL shall deal and communicate with the Developer as regards the Developer’s obligations under the Agreement, and default(s) committed by such Contractor shall be deemed to be default(s) committed by the Developer. There shall be no relationship either of master-servant or of principal-agent between such Contractor and ISCDL.

- 5.2.22. **Labour:** The Developer shall observe and conform to all laws, rules, regulations and byelaws etc. of all Government Authorities, or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient sanitary arrangements for the labour, workmen and other staff employed on the Project in order to keep the Project and the surroundings clean, hygienic and in good condition to the satisfaction of ISCDL and as required in law and shall not, without the previous consent in writing of the ISCDL, permit any labour or workmen to reside upon the Project and in the event of such consent being given, shall comply strictly with the terms thereof.
- 5.2.23. **Encroachments:** After receiving the Project Site for Construction and Development of Project Assets and Facilities, the Developer shall ensure that such Project Site remains free from all encroachments during the entire Construction Period up-to handing over and transfer of Government Facilities.
- 5.2.24. **Nuisance:** The Developer shall not do or permit anything to be done on the Project/Project Site which may be unlawful. The Developer shall take all reasonable precautions and measures during the implementation of the Project to reduce the nuisance, annoyance or disturbance caused to the owners, occupiers or residents of neighbouring/other premises in the vicinity.
- 5.2.25. **Access to Site:** ISCDL/Project Consultants shall be entitled to, but not obliged to do so, without being required to give prior written notice to the Developer, inspect the Project Site through its duly authorized representative. Provided however, the duly authorized representatives of ISCDL/Project Consultants shall not interfere with or prevent the Developer’s officials from discharging their legal and contractual obligations/functions.
- 5.2.26. **Environment & Pollution:** For the development of the Project, the Developer shall strictly abide by all and/or any Applicable Laws and in accordance with Terms and Conditions, if any, contained in the various Applicable Approvals/Sanctions/Permits. The Developer shall take all necessary and incumbent precautions to avoid pollution or contamination of the Air, Land or Water arising out of the implementation of the Project (whether at the Project Site, CLP or elsewhere).
- 5.2.27. **Insurances:** The Developer shall obtain and maintain in force, on and from the Effective Date, during, and for the entire project period thereof, all insurances, including but not limited to, external perils, damage to adjacent property, third party insurance, professional liability, damage/breakdown during construction etc., in accordance with the provisions of the Concession- cum-Development Agreement and the Applicable Laws.

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- 5.2.28. **Applicable Taxes & Cess:** The Developer shall, with effect from the Effective Date, pay all outgoings, cess, taxes (including GST and all statutory taxes)), levies, import duties, fees (including any license fees) and other user charges (including those applicable for use of the existing utility connections), if any, assessments or outgoings payable in respect of implementation of the Project, (including new utility connections obtained by it, if any) or in respect of the materials stored there in which may be levied by any Government Authority or under any Applicable laws. If the Developer fails to pay any of the above fees/taxes/charges etc., ISCDL shall be entitled, but not be obliged to pay the same and will be entitled to encash equivalent amounts along with 10% of the said amount as service charges from the Performance Security deposited by the Developer.
- 5.2.29. **Handing Over and Transfer** – the Developer shall ensure and deliver free, vacant and peaceful handover & transfer of the completed Government Facilities including assets and facilities therein to the ISCDL / Respective Department as applicable by Hand over and Transfer Date. The Developer undertakes and shall ensure clearing of the site of completed Government Facilities of all debris, surplus material, labour, labour huts, plants, tools, machinery and equipment etc. employed by it for the implementation and execution of the Project before the handing over & Transfer of the completed Government Facilities to the ISCDL/ IMC.
- 5.2.30. **Indemnifications:** The Developer fully indemnifies ISCDL/Project Consultants against all actions, suits, claims, demands and proceedings etc. by any other third party and any loss or damage or cost or expense that may be suffered by either/or of the parties, on account of anything done or omitted to be done by the Developer in connection/related with the performance of its obligations under this Agreement.
- 5.2.31. **Third Party Liability:** The Developer shall be liable entirely towards third parties in respect of the Project, for all its acts, deeds, default, etc during the currency of the project and up to the end of Defects Liability Period. ISCDL/Project Consultants shall, subject to the terms hereof, not have any third party liability whatsoever on account of default of Developer in respect of the Project or any commitment made by the Developer to the third parties or on account of termination of Agreement due to default of the Developer. Suitable Clause(s) adequately reflecting this absolute liability of the Developer on this third party liability shall also be compulsorily mentioned in all/any of the brochures/documents etc. issued/published by the Developer for marketing the Constructed Area in Development Works on Compensatory Land Parcel allowed to be disposed by the Developer as per terms of this agreement and draft Deed of Conveyance for the Compensatory Land Parcel.
- 5.2.32. **Fraudulent Bookings:** The Developer shall not, in any manner whatsoever, accept, collect or appropriate booking based on fraud/misrepresentation/ concealment of facts etc.
- 5.2.33. **Revision of Sanctioned Proposal** - The Developer shall be obliged to be compulsorily bound to develop only up to the extent as has been approved/sanctioned/permited by the Competent Authority in the first instance of the development of each of the Project Sites and Compensatory land Parcel. Developers shall not revise sanctioned proposal on the Project Sites and Compensatory land Parcel without approval/sanction/permission from the competent authority. To protect and ensure the rights of all and every allottee/Developers in the development works on compensatory land parcel, Developer shall comply with the provisions and requirements of

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The Real Estate (Regulations and Development) Act 2016 and rules there under for Construction, Development, Disposal of Units on the Compensatory Land Parcel.

- 5.2.34. **Marketing** -Subject to the provisions of Article 8 the Developer shall be granted the landownership Rights on Compensatory land parcel including rights to market the Developments on Compensatory Land Parcel (by ISCDL).
- 5.2.35. **Disclosure** - In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of
- i. remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or
 - ii. adversely affecting or release any obligation of either Party under this Concession-cum-Development Agreement.
- 5.2.36. **Inspection:** ISCDL/Project Consultants shall be entitled to, but not obliged to do so, without being required to give prior written notice to the Developer, inspect the Project Site through its duly authorized representative. Provided however, the duly authorized representatives of ISCDL/Project Consultants shall not interfere with or prevent the Developer’s officials from discharging their functions. The Developer shall provide all necessary assistance including accompanying the ISCDL/Project Consultant’s representative during such inspections, providing information, plans and other details of the Project as asked for by the ISCDL/Project Consultant’s representative. Based on such inspections, ISCDL/Project Consultant may, without being obliged to do so, issue, if found necessary, instructions to the Developer for addressing the deficiencies noted at the site in terms of the Concession- cum-Development Agreement especially towards health, safety and environmental requirements. The Developer shall comply with such instructions within 30 (thirty) days of receipt of such instruction.

5.3. Representations and Warranties

- 5.3.1 The Developer hereby represents and warrants to the ISCDL that, as on/from the Effective Date:
- a) It is duly organized and validly existing under the Applicable Laws of India and has been in continuous existence since incorporation.
 - b) It has full power and authority to execute, deliver and perform its obligations under this Concession-cum-Development Agreement and to carry out the transactions contemplated hereby.
 - c) It has taken all necessary corporate and other action under Applicable Laws and its Memorandum and Articles of Association to authorize the execution, delivery and performance of this Concession-cum-Development Agreement.
 - d) It has the Technical and Financial Standing and Capacity to undertake and complete the Project.
 - e) The obligations of Developer under this Concession-cum-Development Agreement will be legally valid, binding and enforceable against the Developer in accordance with the terms and conditions hereof.

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- f) The information furnished in the Bid and as updated on or before the date of this Concession-cum-Development Agreement is true and accurate in all respects as on the date of this Concession-cum- Development Agreement, and nothing has been concealed and/or misrepresented in any form whatsoever.
 - g) The execution, delivery and performance of this Concession-cum- Development Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
 - h) There are no actions, suits, proceedings, or investigations pending or, to the best of the Developer’s knowledge, threatened against it before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of Developer under this Concession-cum-Development Agreement or which individually or in the aggregate may result in any material adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Concession-cum-Development Agreement.
 - i) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in any material adverse effect or impairment of the Developer’s ability to perform its obligations and duties under this Concession-cum-Development Agreement or to undertake the Project.
 - j) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate have or may have material adverse effect on its financial condition or its ability to perform its obligations and duties under this Concession-cum-Development Agreement and undertake the Project; and
 - k) No representation or warranty by Developer contained herein or in any other document furnished by it to ISCDL, or to any Government Authority in relation to Applicable Permits contains or will contain any untrue, inaccurate or incorrect statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty as misleading.
- 5.3.2 The ISCDL represents and warrants to the Developer that, as on/from the Effective Date:
- a) it has full power and authority to execute, deliver and perform its obligations under this Concession-cum-Development Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Concession-cum- Development Agreement, exercise its rights and perform its obligations, under this Concession-cum-Development Agreement;
 - b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Concession-cum- Development Agreement.
 - c) it has the financial standing and capacity to perform its obligations under this Concession- cum-Development Agreement.
 - d) this Concession-cum-Development Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
 - e) it has complied with Applicable Laws in all material respects.

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- f) it has good and valid right to the Project Sites and Compensatory Land Parcel, and has power and authority to grant a license in respect of the Project Sites and grant land-ownership rights in respect of the Compensatory Land Parcel thereto to the Developer.

6. Financial Close (Deleted)

~~6.1. Financial Close~~

~~6.1.1. The Developer hereby agrees and undertakes that it shall achieve Financial Close within 6 (Six) months from the Effective Date and in the event of delay, it shall be entitled to a further period not exceeding 3 (Three) months from the Effective Date, subject to payment of Damages to ISCDL in a sum calculated at the rate of 0.01% (zero point zero one per cent) of the value of Performance Security for each day of delay; Grant of extension for any further period (i.e. for a period beyond the said 6 (Six) months from the Effective Date) be at the sole discretion of ISCDL and at the rate so determined by ISCDL which shall be agreeable to the Developer;~~

~~6.1.2. The Developer shall, upon occurrence of Financial Close, notify ISCDL forthwith, and shall have provided to ISCDL; at least 2 (two) days prior to due date of Financial Close, 2 (two) true copies of the Financial Package and the Financial Model, duly attested by an Authorised Director of the Developer, along with 2 (two) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Lenders.~~

~~6.2. Termination due to failure to achieve Financial Close~~

~~6.2.1. Not with standing anything to the contrary contained in this Concession cum Development Agreement, in the event that the Financial Close does not occur, for any reason whatsoever, except that the same is not due to Force Majeure Event within the period set forth in Clause 6.1.1, all rights, privileges, claims and entitlements of the Developer under or arising out of the Concession cum Development Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Developer, and the Concession cum Development Agreement shall be deemed to have been terminated.~~

~~6.2.2. Upon Termination under Clause 6.2.1, ISCDL shall be entitled to forfeit the Performance Security and refund the first instalment of monetary payments of Premium paid by the Developer to ISCDL. ISCDL shall not be liable to compensate any costs spent by the Developer since the stage of RFP up to the date of termination.~~

7. Considerations and Instalments

7.1. Subject to the relevant provisions, contained in this Concession-cum- Development Agreement, it is expressly agreed between the Parties that the following amounts shall be paid by the developer in the following manner:

7.1.1. The Developer shall, in consideration of the grant of land-ownership Rights on the Compensatory Land Parcels, pay to ISCDL, the Premium partly in Monetary Equivalent in the form of Construction and Development of Government Facilities described in Schedule -B, Annexure 1 of this agreement, as per the Design and drawings prepared (drawings shall be prepared by the Bidder and approved by ISCDL) based on the indicative Drawings, Technical Specifications & Special Terms and Conditions & Bill of Quantities provided in Schedule B, Annexure 2, 3&5 of this

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agreement respectively and partly in Monetary Terms as Monetary Payments of Premium as per the Payment Schedule provided in Article 7.2 herein and Schedule D of this agreement.

- 7.1.2. The Cost of Construction and Development of Government Facilities shall be evaluated at the rates at par with relevant MPUADD ISSR. The Cost of the works done in the Construction and Development of the Government Facilities will be evaluated quarterly at the rates at par with the MPUADD ISSR, which shall be considered as payment made by the developer as monetary equivalent towards the premium.

7.2. Instalments of Monetary Payments of Premium

- 7.2.1. Developer shall pay Payments of Premium payable to ISCDL as mentioned in and as per the stages stated in the Schedule D of this Agreement,
- 7.2.2. After payment of each instalment and/or Final instalment and/or payment of any other dues payable by the developer and/or Liquidated Damages payable by the Developer, ISCDL shall issue Provisional Payment Certificate (indicating amount paid, total amount paid in all previous instalments and balance amount due from the developer) or the Final Payment Certificate as the case may be to the Developer.
- 7.3. The Developer shall furnish after issuance of Final Completion and hand over Certificate for Government Facilities a Bank Guarantee in the favor of ISCDL for an amount and validity specified in Clause 13.2 herein, as an interest free Security Deposit, as part of its obligations in relation to the Defects Liability for Government Facilities. (herein the ‘Security Deposit for Defects Liability Period of Government Facilities’)

7.4. Deleted

7.5. Defaults in payment

- 7.5.1. In the event the Developer fails to pay/defaults in the payment of the instalments of Monetary Payments of the Premium and/or Security Deposit and/or Liquidated Damages as per the Article 16 and/or any other payments payable to ISCDL etc. as stated above, it shall be construed as a payment default (herein the “Payment Default”) on behalf of the Developer.
- 7.5.2. On the occurrence of a Payment Default, the Developer shall be liable to pay interest @ 12% (twelve percent only) per annum on the outstanding amount of the respective payments from the respective date on which it became payable till the date the respective amount is paid in full, which could be recoverable from the Performance Security at the discretion of ISCDL.
- 7.5.3. Subject to the provisions of clause contained hereinabove, it is expressly agreed between the Parties hereto that in the event of Payment Default and the said Payment Default is not rectified by the Developer within a period of 60 (sixty) days of the occurrence of such default, the same shall constitute a Developer Event of Default under relevant clause contained herein. No extension for rectification of the Payment Default whatsoever shall be provided beyond the aforesaid period and the payment of interest in accordance with relevant clause above for such period would not entitle the Developer to seek any further extension.
- 7.5.4. Notwithstanding anything contained herein, in the event there are two Payment Default(s) in an Accounting Year or Payment Default in two consecutive Accounting Years by the Developer, the same shall constitute a Developer Event of Default under relevant clause.

7.5.5. Notwithstanding anything contained herein, in the event of Payment Default(s), ISCDL shall serve the Developer a “Notice for Intention to Terminate” before termination of this Concession-cum-Development Agreement.

8. Grant of Possession and Landownership Right on CLP

8.1. Subject to fulfilment of all obligations by the Developer, the Parties expressly agree that as per the achievement of project progress of Government Facilities by the developer as per the Project Phasing Milestones provided in the Schedule B, Annexure 4 of this Agreement and in accordance with the provisions of this Concession-cum-Development Agreement, ISCDL shall hereto grant possession of the CLP i.e., Block No. 16 for further development. The Developer shall undertake the development of the block according to sanctioned master plan. The Developer shall obtain all required permissions, sanctions, consents, NOCs as applicable under the prevailing laws, rules and regulations from the competent authorities and then only shall start development & construction of the demised block. The Seller shall not be responsible in case of delay in obtaining the any such permissions, sanctions, consents, NOCs. It shall be sole responsibility of the Developer to obtain all such permission, sanctions, consents, and NOC as applicable from the competent authorities. However, in case the said delay in obtaining valid permissions, approvals & licenses is on account of any reason which is pertaining to land title/possession related issue or any other reason which is beyond the control of the Developer, delay caused due to the same shall not be included while computing timelines mentioned above. For avoidance of doubt, the determination as to whether any event or circumstance is beyond the control of the Developer shall vest exclusively with Indore Smart City Development Limited (ISCDL). The decision of ISCDL shall be conclusive, final, and binding on all parties, and shall not be subject to challenge except in accordance with applicable law. The Developer shall at its own cost and expense observe, undertake to develop, design, engineer, finance, procure, construct and complete and perform the project and maintain the same, in addition to and not in derogation of its obligations towards development of demised block in accordance to the master plan.

- i. The Developer shall make his own arrangements for the engagement of the employees and labour engaged for execution of the project. The Developer shall pay rates of wages, and observe conditions of labour, not less favourable than those established for the trade or industry and shall be obliged to follow all the statutory laws and rules as applicable.
- ii. The Developer shall comply with all the relevant labour laws applying to his employees, and shall duly pay and afford to them all their legal rights. The Developer shall require all such employees to obey all Applicable Laws and regulations concerning safety at work. The Developer shall provide and maintain all necessary accommodation and statutory welfare facilities for his staff and labour.
- iii. All requisite precautions shall be taken by the Developer to ensure the health and safety of his staff and labour. The Developer shall employ adequate number of appropriately qualified, skilled and experienced persons in order to execute the project. The Developer shall, at all times, take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the project against such conduct.

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- iv. The Developer shall comply with all applicable safety regulations in its design, access arrangements and operations on Project Site.
 - v. The Developer shall take all reasonable steps to protect the environment (both on and off the Project Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations. The Developer shall ensure that air emissions, surface discharges and effluent from the Project Site, as a result of its operations, shall not exceed the values prescribed by applicable law during the execution of the project.
 - vi. During the excavation of the project, the Developer shall keep the Project Site free from all unnecessary obstructions, and shall store or dispose of any Equipment or surplus materials. The Developer shall in a timely manner clear away and remove from the Project Site any wreckage, rubbish or Temporary Works no longer required.
 - vii. The Developer shall not store any hazardous, explosive or inflammable materials on the Project Site, without providing for suitable arrangements in respect of storage of such articles as per the Applicable Laws and prevalent practices. The Developer shall be free to use common facility and shall maintain the same which may be used by the others.
- 8.2. Subject to fulfilment of all obligations by the Developer, the Parties expressly agree that as per the achievement of project progress of Government Facilities by the developer as per the Project Phasing Milestones provided in the Schedule B, Annexure 4 of this Agreement and in accordance with the provisions of this Concession-cum-Development Agreement, ISCDL shall hereto execute a Deed of Conveyance (in the format as set out in Vol-2, Section 2 herein) for the Compensatory Land Parcel, whereby the Compensatory Land Parcel shall be transferred to the Developer on the Terms and Conditions contained therein and under the Deed of Conveyance, and subject to the rights and obligations of the Parties hereto as contained herein this Agreement (herein the “Land-Ownership Rights”)
- 8.3. The execution of the Deed of Conveyance for the Compensatory Land Parcel shall entitle the Developer to the following, land-ownership rights as specified under this Concession-cum-Development Agreement, with respect to such Compensatory Land Parcel, including but not limited to subject to the Terms and Conditions set out in this Concession-cum-Development Agreement have been fully satisfied by the Developer:
- a) Right to sell / auction the CLP parcel, construct, develop, operate, maintain, dispose and earn considerations from the disposal of assets there under and all other rights as per the provisions of Deed of Conveyance
 - b) Marketing Rights over the constructed Built-up Area on the CLP through Letter of Allotment, provided the Layout/building plans for the Developments works on the Compensatory Land Parcel are duly sanctioned/approved/permitted by the Competent Authority as specified in this Concession-cum-Development Agreement;
 - c) Sell/Allot/Lease the constructed Built-up Area on the CLP by execution of a Sale/Lease Deeds etc. in the favour of Allottee/Developer/lessee provided that Layout/building plans for the Developments works on the Compensatory Land Parcel are duly sanctioned/approved/permitted by the Competent Authority and subject to the Terms and Conditions set out in this Concession-cum-Development Agreement have been fully satisfied by the Developer.
 - d) Right to allow designated use of the constructed Built-up Area on the CLP, provided the Occupancy Certificate, has been issued by the Competent Authority and subject to the Terms and Conditions

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set out in this Concession-cum-Development Agreement have been fully satisfied by the Developer.

e) Deleted

f) Deleted

g) The Developer is obliged to comply with the Real Estate (Regulations and Development Act 2016 and rules made there under for disposal of Assets developed on the Compensatory land Parcel

h) If the developer has sought for/and got the Deed of Conveyance executed as per the provisions of Clause 8.3 b, The Developer shall keep ISCDL informed, on quarterly basis at all times up to issue of Final Payment Certificate and the Final Completion and hand over Certificate for Government Facilities by ISCDL; about the following details:

i. List of Letter of Allotments issued and particulars of Allotted Property on the CLP

ii. Number and details of Deed of Conveyances for Allotted Property executed in the favor of Allottee along with the particulars of the Property

iii. Copy of each such Deed of Conveyances for Allotted Property executed in the favor of Allottee for ISCDL's record.

iv. Certificate from the Lender of dues paid and outstanding (as per the Financing Agreement)

8.4. Execution of Deed of Conveyance for Compensatory Land Parcel- ISCDL shall execute the Deed of Conveyance for the Compensatory Land Parcel (CLP) in favour of the Developer, upon a written request from the Developer, on occurrence of any of the following events, at the option of the Developer:

a) Post Completion of Government Facilities: The Deed of Conveyance for the CLP shall be executed after handover and transfer of the completed Government Facilities and Assets thereunder, and within 15 (fifteen) days, as far as practicable, from such date, subject to the following conditions:

i. The Developer has paid all instalments of the Monetary Premium as per the Payment terms, along with any other dues and applicable Liquidated Damages;

ii. The ISCDL/Nodal Officer has issued the Final Payment Certificate confirming the same; and

iii. The ISCDL/Nodal Officer has issued the Completion and Handover Certificate for the Government Facilities and Assets.

Provided that execution of the Deed of Conveyance shall be subject to the Compensatory Land Parcel being free from any material title issues or encumbrances, and ISCDL shall be entitled to defer such execution till resolution of the same, without any liability on this account.

8.5. The Parties shall jointly execute a Document (herein the 'Handing over Note') evidencing the handing over of possession of the Compensatory Land Parcel by ISCDL to the Developer, within 30 days of execution of the duly registered Deed of Conveyance for Compensatory Land Parcel, which shall interalia include a list of all permanent and temporary structures, trees, electric poles etc. existing on the site being handed over.

8.6. The Developer shall be mandatorily get the Deed of Conveyance for CLP registered with the District Registrar and pay for applicable stamp duties, registration fees and other applicable fees and charges for the time being in force for Registration of the Deed of Conveyance for CLP to be able to eligible for handing over of possession of the Compensatory Land Parcel.

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- 8.7. The Parties expressly agree that the Land-Ownership Rights committed by ISCDL with respect to the Compensatory Land Parcel would be granted to the Developer under this Concession-cum-Development Agreement, provided Developer adheres to the terms and conditions and Developers obligations and Developers payment obligations under this Concession-cum-Development Agreement.
- 8.8. If the developer has sought for/and got the Deed of Conveyance executed as per the provisions of Clause 8.3 b), ISCDL will separately issue No Objection Certificate (NOC) for granting rights under Sub-Clause 8.2 b & to the Developer , at the time of execution of such Deed of Conveyance. Such NOC will be annexed with copy of sanctioned/approved building plans for the development work on the compensatory land parcel, wherein the constructed built-up area will be earmarked, for which No Objection to developer performing rights under Sub-Clause 8.2 b, will be granted. Such NOC will be revised by ISCDL, from time to time after every quarterly evaluation of completed works of Government Facilities & Assets. Copy of such NOC will also be submitted to District Registrar for validation purpose of sale/lease deeds being executed and registered for subject constructed built-up area. **(Deleted)**
- 8.9. Valuation of CLP: The premium amount for CLP will be valued on per square unit rate derived from the premium quoted by the bidder (i.e. Premium quoted by the bidder divided by total area of CLP/CLP's).
- 8.10. Variation in Land Area - At the time of handing over of the Compensatory Land Parcel, if the area of land is different from what stated in RFP Document, in such cases value of CLP will be evaluated for actual land area. In case the area of CLP is found excess as mentioned in the bid document, the developer shall construct government facilities equivalent to the value of the CLP. However, in case the area of last part of CLP is found excess as mentioned in the bid document, the developer shall deposit additional cost of the excess area calculated as per clause 8.8 along with the balance monetary payment to be paid in monetary terms by the developer.

In case the area of any CLP is found less than the area mentioned in the bid document, the value of work to be completed for allotment of such CLP shall be recalculated as per the actual area of the CLP with reference to clause no.8.8.

9. Financial Model, Financing Arrangements and Security

9.1. Financing Arrangement and Security

The Developer expressly agrees and undertakes that the Developer shall himself arrange for financing and/or meeting all financing requirements in order to comply with its obligations under the Concession-cum-Development Agreement including but not limited to its obligations to arrange the Financing for the Construction and Development of the entire Project.

9.1.1. Creation of Encumbrance

The Developer, after payment of the Instalments of Premium due and payable as on date and after execution of the Deed of Conveyance for Compensatory Land Parcel (CLP), shall have right to create Encumbrance over that part of CLP.

10. Insurance

10.1. Insurance

The Developer shall effect and maintain at its own cost, during the project, such insurances, including but not limited to, external perils, damage to adjacent property, third party insurance, professional liability, damage/breakdown during construction etc to cover any and all risks that may arise at the pre, during and post implementation of the Project, for such maximum sums as may be required, and the applicable laws, and such insurances as may be necessary or prudent in accordance with good industry practice (herein the "Insurance Cover")

The Developer shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on ISCDL as a consequence of any act or omission of the Developer during the entire project.

10.2. Notice to ISCDL

Not later than 45 (forty-five) days from the Effective Date, the Developer shall by notice, furnish to ISCDL, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with the relevant clauses. ISCDL may require the Developer to effect and maintain such other insurances as may be necessary pursuant hereto, and the Developer shall forthwith procure and maintain such insurances also. However, failure by ISCDL to intimate the requirement of other insurances to the Developer, shall not, in any manner whatsoever, relieve or absolve the Developer of its obligation under clause above.

10.3. Evidence of Insurance Cover

All insurances obtained by the Developer in accordance with the specified provisions, shall be maintained with insurers on terms consistent with good industry practice. Within 45 (forty-five) days of obtaining any insurance cover, the Developer shall furnish to ISCDL, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered to ISCDL.

10.4. Remedy for Failure to Insure

If the Developer shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, ISCDL shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Developer, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Developer.

10.5. Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Developer pursuant to these provisions shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against,

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inter alia, ISCDL, and its assigns, successors, undertakings and their subsidiaries, constituents, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

10.6. Developer's Waiver

The Developer hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, ISCDL and its assigns, undertakings and their subsidiaries, constituents, employees, successors, insurers and underwriters, which the Developer may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Developer pursuant to this Concession-cum-Development Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

11. Accounts and Audit

11.1. The Developer agrees and undertakes that during the subsistence of this Concession cum-Development Agreement, it shall maintain books of account recording all receipts including those on account of CLP Revenue, Income Receipt, Payments, Assets and Liabilities in accordance with good industry practice and Applicable Laws. The said account shall, inter-alia, clearly reflect:

- a) Allottee /tenant /sub-lessee /operator/rents/user charges wise account of receipts and receivables.
- b) Account of all other receipts and receivables.
- c) Obligations towards contractors, Sub-Contractors, suppliers and all payments made.
- d) Application of debt fund; and
- e) Application of equity fund**

11.2. ISCDL shall have the right to inspect the records of the Developer during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and the same shall be provided free of costs by the Developer to ISCDL without any reservations.

11.3. The Developer also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish free of costs to ISCDL its audited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by companies listed on a stock exchange.

12. The Project and Government Facilities

12.1. It is expressly agreed between and by all the parties to this Concession-cum- Development Agreement that Time is of essence in this Concession-cum- Development Agreement.

12.2. In accordance with the provisions of this Concession-cum-Development Agreement, ISCDL grants license to the Developer along with handing over of the Project Site, to:

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- a) Develop, Engineer, Finance, Procure & carry out Construction and Development of Government Facilities at project site along with all their Assets and Facilities, Required Building Services, Site infrastructure and Utilities, Green Buffer and Required Open spaces in the Project Site including Road Infrastructure Development, shifting of utilities etc. along with all their Assets and Facilities (described in the provisions of Schedule B, Annexure 1 of this Agreement) during the Construction Period, as per the Design, including Planning, Architecture, Structure, Services, Infrastructure and indicative Drawings, Technical Specifications & Special Terms and Conditions & Bill of Quantities provided in the Schedule B, Annexure 2, 3 & 5 of this Agreement and Good for Construction Drawings provided by Project Consultants during Implementation based on the Project Phasing Milestones (provided in Schedule B Annexure 4 of this Agreement), and in accordance with this Concession-cum-Development Agreement;
 - b) Carry out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites and Compensatory Land Parcel.
 - c) Developer shall submit monthly bill along with detail measurements for checking and valuation of work.
 - d) Assist ISCDL to Apply and obtain the Applicable, necessary and requisite Approvals/Permits/Clearances/Sanctions etc. from the Competent Authorities/Agencies for the all Government Facilities & Assets, Facilities & Utilities therein; in case any fees paid for approvals / permits of government facilities by the developer it will be adjusted against premium quoted by the bidder.
 - e) Access the Project Site strictly for the purpose of Construction and Development of the all Government Facilities & Assets, Facilities & Utilities therein; in accordance with this Concession-cum- Development Agreement; (herein collectively referred to as the ‘License Rights’)
- 12.3. The right conferred on the Developer upon the Terms and Conditions herein during the Construction Period as applicable is only that of a developer, which are not transferable in any condition what so ever.
- 12.4. It is expressly agreed that the License granted to the Developer hereunder shall be co- terminus with the Concession-cum-Development Agreement, and shall be revoked automatically with the early determination or termination of the Concession-cum- Development Agreement, without the need for any action to be taken by ISCDL to terminate the License separately.
- 12.5. The Developer shall
- a) Carry out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites and Compensatory Land Parcel as per the instructions of Nodal Officer/Project Consultants and submit a copy of the same to Nodal Officer and Project Consultants

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- b) Obtain and Perform, all necessary Procurement, Supplies, Installation, Erection, Construction, Testing, Commissioning, Operation and Turning over services, activities and work (including all rectification and remedial services, activities and work relating to defects and deficiencies) for the Government Facilities and Assets there under enumerated in (Schedule B, Annexure 1 of this Agreement);
- c) Provide all necessary and sufficient equipment, materials, items, supplies, utilities, power and fuel and experienced labour and personnel having the requisite expertise for the above purpose in accordance with the Technical Specifications & Special Terms and Conditions set out in (Schedule B, Annexure 3 of this Agreement), and even where not specifically described in the Technical Specifications, will be provided, if it may be reasonably inferred in accordance with good industry practice that the providing, furnishing or performing such additional items was contemplated as part of the Government Facilities and their Assets (herein collectively constituting the “Government Facilities”)

12.6. Access to the Project Site

The Project Site is hereby licensed to the Developer, solely for the purpose of undertaking the construction and Development of respective Government facilities and their assets. In accordance with the Master Project Schedule approved by the Nodal Officer, the Developer shall have the right to enter upon the Project Site to implement the Government Facilities and their assets, without interruption or interference, together with the full and free right and liberty of way and passage and other rights in relation thereto.

12.7. Vesting of Project Site

The possession of the Project Site shall vest with the Developer, in accordance with the Master Project Schedule approved by the Nodal Officer and prepared as specified in the Project Phasing Milestones (Schedule B, Annexure 4 of this Agreement)

12.8. Developer’s Obligations

- 12.8.1. In addition to complying with all requirements set out hereof, the Developer shall in particular be obliged to complete the construction and development of Government Facilities and their assets by Construction Completion Date and hand over & transfer the Government Facilities and their Assets to concerned department as applicable by the Handover Date occurring 1 (One) Months from Construction Completion Date, failing which Developer will be liable to pay liquidated damages to ISCDL as per the provisions of Clause 16.3.
- 12.8.2. The Developer shall provide at his own cost and expense all Government Facilities and their assets and utilities/facilities and shall apply for and procure any and all approvals and connections (electricity, water, fuel, consumables and any other services) required for the same from the Competent Authorities.
- 12.8.3. All Assets and Utilities shall be provided on a metered basis and necessary and requisite arrangements shall be made by the Developer as per the instructions and/or directions of the Concerned Department/Agency.

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12.8.4. The Developer shall procure and obtain at its own cost and expense, all such permanent utility linkages from the Competent Authorities to ensure adequate supply in the Government Facilities and their assets and utilities/facilities. ISCDL shall assist the Developer in procuring the same on best effort basis without any binding obligation whatsoever.

12.8.5. Deleted

12.8.6. The Developer shall be responsible for the entire works related to the demolition/dismantling of existing structures and services, site clearing and subsequent construction works required for the development of assets on the Project Site, employing his own resources and bear all costs and expenses in this relation, with no liability/responsibility of ISCDL.

12.9. Construction Methods

12.9.1. The Developer shall undertake the Construction and Development of Government Facilities and their assets in accordance with the specified provisions, in pursuance of the Terms and Conditions of this Concession- cum-Development Agreement, and the latest revisions and innovations practicable/consistent with the Engineering and Design of the Government Facilities and their assets. The Developer shall also incorporate, experience gained in the course of Design, Engineering, Procurement, Construction, Erection, Installation, Testing, Commissioning or Operation of other similar facilities constructed by the Developer.

12.9.2. The Developer shall perform the Construction and Development of Government Facilities and their assets and all of its Obligations and Responsibilities using due care and diligence in a professional manner, using sound engineering and design principles and project management and supervisory procedures and in accordance with good industry practice such that besides complying with every requirement and obligation set forth in this Concession-cum-Development Agreement and Applicable Laws.

12.9.3. The Developer shall also ensure that the Government Facilities and their assets are of the nature, quality and standard contemplated in the Technical Specifications as specified and in compliance with the Special Terms and Conditions provided in the Schedule B, Annexure3 of this Agreement.

12.10. Maintenance of the Project Site

12.10.1. The Developer shall keep the Project Site reasonably clean, hygienic and free from accumulation of waste materials, rubbish and other debris resulting from performance of the Construction and Development of Government Facilities and their assets. On or before the Handing over & transfer of the Government Facilities and their assets, the Developer shall remove from the Project Site all waste materials, rubbish and other debris, as well as all tools, construction equipment, machinery and surplus material to which any government department does not hold title and shall leave the Project Site in a neat, clean, vacant and usable condition.

12.10.2. The Developer shall provide any temporary works (including roadways, footways, guards and fences) which may be necessary for the execution of the Government Facilities and their assets, for the use and protection of the public and owners and occupiers of adjacent land.

12.10.3. The Developer shall take all measures to maintain the health and safety of all persons and to prevent injury to persons or damage to any property on the Project Site or in the vicinity thereof,

as a result of Developer performing the construction and Development of Government Facilities and their assets, including the protection of the existing facilities or facilities or work in progress by the Developer.

12.11. Operations and Maintenance of the Government Facilities and their Assets after Handing over

12.11.1. The developer shall not be responsible for the operation and maintenance of Government Facilities and their Assets and shall transfer and hand over the Government Facilities and their Assets after its handover to ISCDL as applicable, subject to provisions of Clause 12.17, 12.18 and Schedule B Annexure 6 of this Agreement related to Defects Liability Period.

12.11.2. The Developer shall also ensure that the Government Facilities and their Assets and Facilities are cured of all deficiencies and defects at the time of handing over. The Developer shall also deliver to the Nodal Officer or his authorized representative relevant records, plans, documents, reports, etc. pertaining to the Government Facilities and their Assets and its design, engineering, construction including all Applicable Permits obtained, programmes and manuals pertaining thereto and eight (8) sets of complete duly certified as-built drawings, plans and as-installed/laid line diagrams of services such as water supply, sewerage, storm water drainage, power supply, telecommunication lines, firefighting etc. and two (2) sets of the same in appropriate electronic formats in CD/DVDs on or before the handover date.

12.11.3. The Developer shall also prepare and submit instructions, operation and maintenance manuals including copies of warranty/guarantee certificates for the use, operation and maintenance of the plants, equipment, installations and other works such as waterproofing, anti-termite treatment etc. been made part of the Government Facilities and Assets. Such instructions, operation and maintenance manuals shall be submitted to Nodal Officer at the time of handing over in eight (8) sets comprising following:

- a) Description of the Assets and Facilities
- b) Operating Instructions
- c) Maintenance Instructions including procedures of preventive Maintenance
- d) Manufacturer's Catalogues
- e) Spare Parts List
- f) Trouble Shooting Charts
- g) Related Drawings,
- h) Type and routine test certificates for major items

12.12. Safety and Environment Pollution Control

12.12.1. The Developer shall construct the Government Facilities and their Assets in accordance with the safety and pollution control criteria as per the applicable laws and in accordance with Terms and Conditions contained in various applicable permits secured for the Government Facilities and their Assets by the ISCDL or the Developer.

12.12.2. In addition, the Developer shall take all precautions to avoid pollution or contamination of the air, land or water arising out of the performance of the construction and development of the Government Facilities and their Assets.

12.13. Security Regulations

12.13.1. The Developer shall comply with the security provisions and procedures in respect of the Government Facilities and their Assets as enforced by ISCDL or required or mandated by any other relevant Government Authority or Applicable Permits.

12.13.2. The Developer shall be responsible for keeping unauthorized persons off the Project Site. Authorized persons shall be limited to the employees, agents and consultants of the Developer and its Subcontractors, existing users of the Campus and persons authorized by ISCDL in writing.

12.14. Developer's Responsibility for Access to Project Site

12.14.1. The Developer shall:

- a) Obtain and Maintain all rights of way, easements and such other access rights outside the Project Site necessary and required for it, its subcontractors and suppliers and such other personnel (including personnel transporting goods or supplies), provide access & maintenance of Project Site during construction and provide a comfortable alternative route for access to existing users of the Campus, if required. All applicable charges for such easement rights shall be borne by the developer including such access which may be required through government land. However, within the Project Site, the Developer would not be required to pay any charges for easement rights
- b) Ensure that such access roads to the Project Site, shall not be exclusive to Developer's use and access, but shall be available for use by ISCDL existing users of the campus and such other persons as shall need to access the Project Site, in connection with the Government Facilities and their Assets under this Concession-cum- Development Agreement.

12.15. Inspection, Examination and Testing

12.15.1. Developer shall also furnish ISCDL/Project Consultants/any designated consultants and representatives with access to records of all performance inspections undertaken by Developer, Subcontractors and/or Suppliers.

12.15.2. All Design, Engineering, Equipment, Materials and Workmanship supplied by Developer or for which Developer is responsible shall be subject during normal business hours to Inspection, Examination and Testing by ISCDL/ Project Consultants/any designated consultants and representatives at any and all times during Design, Engineering, Manufacture, Procurement, Fabrication, Installation and Construction and at any and all places where such Design, Engineering, Manufacture, Procurement, Fabrication, Installation and Construction are carried on.

12.15.3. Testing Laboratory

- a) The Developer shall setup, establish and maintain a fully functional testing laboratory at site, wherein all the mandatory tests, as specified by the BIS/IS codes, shall be performed on a regular basis and/or at all defined stages of construction. The Developer shall maintain a separate and detailed register for all the tests performed and all the results shall be recorded. The Developer shall also provide all necessary and requisite assistance to ISCDL nominated

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agency to examine, test and verify the materials and processes being employed in the construction at sites.

- b) The Developer shall arrange for and provide all assistance to the ISCDL to conduct relevant tests in its laboratory. Samples of materials/products shall also be got approved by a Government of India and/or GoMP approved laboratories and maintain a register wherein all records of results shall be duly maintained. Such registers shall always be made available to ISCDL on requests and ISCDL shall have all rights and powers to reject any and/or all such materials, products and processes found to be defective, faulty and/or deficient in meeting the specified standards of quality and/or workmanship.

12.15.4. ISCDL, Project Consultants and its designated consultants and representatives shall have the right to reject any portion of the Government Facilities and their Assets which is defective, deficient, not as per the specifications stated in this Concession-cum- Development Agreement or not according to good industry practice or faulty workmanship and require its repair or replacement. Rejected and other defective or deficient workmanship shall be satisfactorily repaired or replaced by the Developer, all the costs and expenses of which shall be on Developer's account and nothing shall be payable under any circumstances.

12.15.5. The right of inspection, examination and testing by ISCDL/ Project Consultants/any designated consultants and representatives provided herein is intended solely to ensure and secure the interests of ISCDL, it being understood that no exercise of or failure to exercise such right shall relieve Developer of any of its obligations hereunder or prejudice any of ISCDL's rights under this Concession-cum-Development Agreement.

12.16. Handing over and Transfer

12.16.1. Upon the completion of the Development, Construction and other activities, in relation to the Government Facilities and their Assets, in accordance with the terms of this Concession cum-Development Agreement, the Developer shall intimate ISCDL in writing (herein the “Government Facilities Completion Notice”). In case of developer seeks approval of part completion as per the Project Phasing Milestones (as per Schedule B, Annexure 4 of this Agreement) Part Completion Notice for Government Facilities may be issued as per the master project schedule of implementation agreed with the Nodal Officer.

12.16.2. ISCDL shall, within 15 (Fifteen) days of the receipt of the Government Facilities Completion Notice, along concerned department as applicable, inspect the Government Facilities and their Assets to ascertain their compliance with the terms hereof including but not limited to the Technical Specifications.

12.16.3. In the event that the Government Facilities and their Assets complies with the Terms and Conditions of this Concession-cum-Development Agreement, including but not limited to the Technical Specifications, ISCDL shall issue a notice to the Developer pursuant to which the Developer shall transfer the entire Government Facilities and their Assets to concerned department as applicable (herein the “Handing over”) within thirty (30) days from the date of inspection as mentioned in clause above. After successful handing over of the Government Facilities and their Assets, ISCDL shall issue Final Completion and hand over Certificate for

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Government Facilities (herein the "Final Completion and hand over Certificate for Government Facilities") to the Developer. In case of Part Completion Notice for Government Facilities by Developer, ISCDL may carry out inspection as per the Clause 12.17.2 herein and shall issue "Part Completion Certificate for Government Facilities" to the developer without handover of the Government Facilities and their Assets.

- 12.16.4. If the Government Facilities and their Assets does not comply with the Terms and Conditions of this Concession-cum-Development Agreement, including but not limited to the Technical Specifications, ISCDL shall issue a notice to the Developer within Fifteen (15) days of inspection under Clause 12.17.2 herein, indicating the defects/snags, requiring the Developer to take such remedial/corrective measures to the Government Facilities and their Assets or any part thereof, as would be required to ensure its conformity with the requirements hereof (herein the "Cure Notice"). In the event that ISCDL issues a Cure Notice, as stated above, the Developer shall undertake such remedial/corrective measures, which are/may be required in terms of the Cure Notice within Thirty (30) Days from the issue of Cure Notice herein; where after the Developer may issue another Government Facilities Completion Notice. On receipt of such fresh Notice, ISCDL as applicable, shall undertake a fresh inspection and subject to the to the satisfaction of ISCDL, shall issue a "Final Completion and hand over Certificate for Government Facilities" within 30 (thirty) days of the Developer's compliance to Cure Notice, pursuant to which the Developer shall transfer the entire Government Facilities and their Assets to concerned department as Applicable.
- 12.16.5. The Developer agrees and undertakes to achieve Hand Over of completed Government Facilities by Hand Over Date mentioned in the Clause 12.9.1 herein, failing which Developer will be liable to pay liquidated damages to ISCDL as per the provisions of Clause 16.3.
- 12.16.6. Consequent to the issuance of the "Final Completion and hand over Certificate for Government Facilities", Developer shall furnish a Bank Guarantee in the favour of ISCDL for an amount and validity specified in Clause 13.2 herein as an interest free Security Deposit, as part of its obligations mentioned in the 12.18 and Schedule B Annexure 6 of this Agreement in relation to the Defects Liability for Government Facilities (referred to as "Security Deposit for Defects Liability Period of Government Facilities"). ISCDL shall within 30 (thirty) days of receipt of such Security Deposit mentioned herein this clause, release the Performance Security in its possession and discharge the Developer of its liabilities under the same.
- 12.16.7. The Developer's obligations in respect of the Government Facilities and their Assets shall be up to the expiry of 5 (five) years ("Defects Liability Period") from the Handing over and transfer of the Government Facilities and their Assets to concerned department as Applicable, provided no snags/defects arise, in such a case then, the obligations shall continue till the date the same snags/defects are duly rectified and/or remedied, only after expiration of which the Developer would become eligible to recover the Security Deposit for Defects Liability Period of Government Facilities. The Scope of the Defects Liability Period for Government facilities and Assets has been described in the Schedule B Annexure 6 of this Agreement

12.17. Final Acceptance

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- 12.17.1. Upon the completion of the Defects Liability Period of 5 (Five) years from the date of handing over and Transfer, the Developer shall notify ISCDL and request for the release of the Security Deposit for Defects Liability Period of Government Facilities.
- 12.17.2. ISCDL shall, within 30 (thirty) days of the receipt of the said notice, along with concerned department as applicable, inspect the Government Facilities and their Assets to ascertain the snags/defects in the Government Facilities and their Assets. For the purpose of identification of snags/ defects in the Government Facilities and their Assets, the MPUADD ISSR/ MPPWD manual / CPWD manual / any other manual or generally accepted practices shall be followed.
- 12.17.3. If the Government Facilities and their Assets require any rectification/remedial measures for the defects which have surfaced, ISCDL shall issue a notice to the Developer within 30 (thirty) days from the date of inspection (herein the “Cure Notice”) indicating and requiring the Developer to make such rectification/remedial measures to the Government Facilities and their Assets or any part thereof, as would be required to ensure cure of the identified defects.
- 12.17.4. In the event that ISCDL issues a Cure Notice, the Developer shall be bound to undertake the instructed remedial/rectification works, that are required in terms of the Cure Notice, within 30 (Thirty) days of issue of Cure Notice, where after the Developer may issue another request for the release of the Security Deposit for Defects Liability Period of Government Facilities. On receipt of such fresh request, ISCDL, shall undertake a fresh inspection, and ensure that all the pointed snags/defects have been duly and satisfactorily rectified/remedied, and consequently shall issue the certificate of Final Acceptance (herein the “Certificate of Final Acceptance”) within 30 days of the Developer’s compliance to Cure Notice to the satisfaction of ISCDL as applicable, and release the Security Deposit for Defects Liability Period of Government Facilities within 30 (thirty)days.
- 12.17.5. In case the Developer fails to remedy/rectify the identified defects within 30 (Thirty) days of issue of Cure Notice as per the provisions of Clause 12.18.3 herein, ISCDL shall be entitled to get the said defects remedied/rectified through any other agency at the risk and cost of the Developer, and deduct the costs and other charges incurred from the Security Deposit for Defects Liability Period of Government Facilities, before releasing the balance amount to the Developer.

13. Deposits

13.1. Performance Security

- 13.1.1. As an assurance towards complete and successful performance of its obligations towards the Government Facilities and their Assets as per provisions hereof, the Developer shall, prior to the Effective Date, provide ISCDL with an irrevocable, unconditional, first demand interest free bank guarantee issued by a Nationalized Bank, or a Scheduled Bank in India, payable at INDORE, for an amount equivalent to **3% of the Premium**, which shall remain valid and effective and be maintained in full force until the Final Handing over and transfer of the Government Facilities and their Assets (herein the “Performance Security”)
- 13.1.2. If Final Handing over, has not occurred within 30 (thirty) days prior to the scheduled expiry of the Performance Security, the Developer shall arrange for an extension of the Performance Security or, if Developer fails to extend the Performance Security, ISCDL shall be entitled to invoke the Performance Security, in part or in whole, pending Final Handing over, provided that

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the amount so received shall be treated as a cash retention and to the extent there are no outstanding claims thereto, shall be released upon the submission of a new bank guarantee acceptable to ISCDL or upon Final Handing over and transfer of the Government Facilities and their Assets and subsequently developer furnishing Security Deposit for Defects Liability for Government Facilities, whichever is earlier.

- 13.1.3. ISCDL shall have an unqualified right over the Performance Security to draw on the guarantee and claim the amount there under in the event of Developer’s failure to honour any of its obligations, responsibilities or commitments under, including a failure to achieve Final Handing over as per provisions hereof.
- 13.1.4. In the event ISCDL draws on the Performance Security, in part or in full, to recover the liquidated damages payable, the Developer shall immediately restore the value of the Performance Security to such value which existed prior to drawl of the Performance Security to recover liquidated damages payable hereunder.
- 13.1.5. The Developer shall after issuance of Final Completion and Hand over Certificate for Government facilities furnish a Bank Guarantee in the favour of ISCDL for an amount and validity specified in Clause 13.2 herein as an interest free Security Deposit, as part of its obligations in relation to the Defects Liability for Government Facilities. ISCDL shall within 30 days of receipt of such Security Deposit and execution of sale deed for last part / whole CLP, release the Performance Security.

13.2. Security Deposit for Defects Liability Period of Government Facilities

- 13.2.1. As an assurance towards complete and successful performance of its obligations towards the Defects Liability of the Government Facilities and their Assets as per Clause 12.17, 12.18 and Schedule B Annexure 6 of this Agreement and as per provisions hereof, the Developer shall after issuance of Final Completion and Hand over Certificate for Government facilities, provide ISCDL with an Security Deposit, for an amount equivalent to 7% of the estimated Cost of Government Facilities, which shall remain valid and effective and be maintained in full force until after 5 (five) years from the issue of Final Completion and hand over Certificate for Government Facilities for the Government Facilities and their Assets (herein the “Security Deposit for Defects Liability Period of Government Facilities”) in the form of irrevocable, unconditional, first demand interest free bank guarantee issued by a Nationalized Bank, or a Scheduled Bank in India payable at INDORE.
- 13.2.2. The said Security Deposit for Defects Liability Period of Government Facilities shall be in the favour of ISCDL and furnished by the Developer with the ISCDL to ensure and commit unconditional earnest in rectifying/remedying any and/or all snags/defects which may arise in the Government Facilities and their Assets during the Defects Liability Period of 5 (five) years from the date of issue of Final Completion and hand over Certificate for Government Facilities. The Scope of the Defects Liability Period for Government facilities and Assets has been described in the Schedule B of this Agreement.
- 13.2.3. ISCDL shall have an unqualified right over the Security Deposit for Defects Liability Period of Government Facilities to draw upon and claim the amount there under in the event of Developer’s failure to honour any of its obligations, responsibilities or commitments under the

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scope of Defects Liability Period for Government Facilities and Assets, including a failure to rectify/remedy any/all snags/defects as identified by the ISCDL in its Cure Notice under Clause 12.18.3 herein.

- 13.2.4. In the event of the Developer not able to or failing to remedy/ rectify the identified defects within a reasonable time, the ISCDL shall be at liberty to get the same rectified/remedied by any other agency and deduct the costs incurred in such remedial/rectification works from the Security Deposit for Defects Liability Period of Government Facilities.
- 13.2.5. In the event ISCDL draws on the Security Deposit for Defects Liability Period of Government Facilities, in part or in full, to recover the costs incurred in remedying/rectifying works, the Developer shall be eligible to receive only the balance amount of the Security Deposit for Defects Liability Period of Government Facilities as per the Clause 12.18.5 herein.
- 13.2.6. ISCDL shall within 30 days of issue of Certificate of Final Acceptance for Government Facilities and their Assets as per the Clause 12.18.4 herein, release the Security Deposit for Defects Liability Period of Government Facilities.

14. Appointment of Nodal Officer and Approval of Plans

- 14.1. Nodal Officer: The ISCDL shall within 30 (thirty) days of the Effective Date nominate a Person, and notify the Developer, who shall have the overall responsibility, to oversee the Project, coordinate with all relevant agencies of GOMP, provide in- principal approval of all Project and their Assets in consultation with the Project Consultants, Monitor the implementation of the Project by the Developer and keep an overall check to ensure compliance and strict adherence to the provisions of this Concession- cum-Development Agreement (herein the “Nodal Officer”); provided that such monitoring and control shall not absolve the developer of his duties, responsibilities and liabilities, and that the Nodal Officer/ISCDL shall not be liable in any manner for such monitoring undertaken by it or for any consequences arising out of the same and that the Developer shall remain solely liable for performing its obligations, duties and liabilities under this Concession-cum Development Agreement.

Provided further, that any failure on the part of the Nodal Officer/ISCDL or any authorised representative, in respect of such monitoring and control, shall not amount to nor be construed as a consent or approval by the Nodal Officer/ISCDL, of the Developer’s activities or his omissions and shall not amount to a certification of the compliance, by ISCDL that the Developer has complied with the Applicable Laws and/or this Concession-cum- Development Agreement.

14.2. Approval of Plans

- 14.2.1. The Developer shall within 30 Days (Thirty) Days of the Effective Date carry out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo- Technical and Soil Investigations and all other investigations for all the Project Sites and Compensatory Land Parcel as per the instructions of Nodal Officer/Project Consultants and submit a copy of the same to Nodal Officer and Project Consultants

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- 14.2.2. The Developer shall within 1.5 (One & Half) months of the Effective Date submit to the Nodal Officer and a Copy to project Consultants, the application containing:
- a) The Master Project Schedule containing Construction Phasing plan for the development of the Project and Project Assets (prepared in co- ordination with the Project Phasing Milestones provided in Schedule B, Annexure 4 of this Agreement) and a demolition plan for dismantling the existing structures thereon, worked out on basis of the phasing plan and time frame defined in the Agreement. Any construction or demolition activity shall commence only after the receipt of approval for the same from the Nodal Officer/ISCDL.
- 14.2.3. All plans/schemes/designs of all Project and their Assets shall be provided to the Developer by Project Consultants and all working/fabrication/shop drawings prepared by developer for execution purpose shall be duly approved by the Project Consultants.
- 14.2.4. It is expressly clarified that the Developer shall not be permitted to apply for approvals from municipal/local authorities or commence any work in relation to the Project and their Assets until it has obtained the approval of the Nodal Officer/ISCDL in accordance with provisions specified hereof, and thereafter the Developer shall not be permitted to make any alterations or additions to its approved plans without the prior approval in writing of the Nodal Officer/ ISCDL.
- 14.2.5. No work shall commence without prior approval of Nodal Officer/ ISCDL and subsequently sanctions/approvals/permits/clearances of all concerned municipal/local authorities is obtained except land development, fencing, site clearance, demolition of redundant structures etc. which can be permitted by the Nodal Officer on express request by the Developer.
- 14.2.6. The Developer shall, be responsible for obtaining and maintaining all applicable approvals/sanctions/permits/clearances which are required under the applicable laws to undertake the Project. ISCDL shall facilitate developer in obtaining applicable approvals/sanctions/permits/clearances which are required under the applicable laws. ISCDL will bear all statutory costs and payments for all statutory approvals/sanctions /permits/clearances (including environmental clearances if applicable) for Government Facilities and their Assets and Developer will bear all statutory costs and payments for all statutory approvals/sanctions/permits (including environmental clearances if applicable) for Development works on Compensatory Land parcel.
- 14.2.7. The Developer shall duly submit a certified copy of all applicable approvals/ sanctions/ permits/ clearances received by it to the Nodal Officer/ ISCDL/ Project Consultants.

15. Development works on Compensatory Land Parcel

15.1. General

- 15.1.1. The Deed of Conveyance for Compensatory Land Parcel (CLP) or any Part thereof as the case may be (in the format provided in Vol-2 Section 2 herein) shall only be executed after fulfilments of all the requirements of Clause 8.3 herein
- 15.1.2. The Chief Executive Officer, Indore Smart City Development Limited shall be obliged to execute Deed of Conveyance for CLP as the case may be within 15 days of fulfilment of all the requirements of Clause 8.3 a) or 8.3 b) herein, by the Developer/ISCDL and subject to developer has complied with all other terms and conditions provided in this Concession-cum- Development Agreement.

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- 15.2. Pursuant to this Concession-cum-Development Agreement, ISCDL shall transfer the possession of the CLP as the case may be within 30 days of execution of the Deed of Conveyance for CLP .
- 15.3. The Developer shall have the land-ownership rights on the CLP as the case may be, to design, construct, develop, operate & maintain the said CLP along with right to dispose the assets in the development works on the CLP and all other rights as per the provisions of duly registered and executed Deed of Conveyance for CLP, subject to provisions of this agreement in general and Article 8 herein and Schedule –C, Annexure 2 & 3 of this Agreement in particular.
- 15.4. The Developer shall be liable and responsible to prepare the layout/building plans, services plan, master project schedule for the development works on the CLP and obtain approval from Nodal Officer/ISCDL/ Project Consultants and obtain the requisite and necessary approvals/ sanctions/ permissions/ clearances etc. from the Competent Authority(s). Indicative list of various approvals / sanctions/permissions/ clearances needed for development works on the CLP are listed in Schedule E of this Agreement
- 15.5. The Developer may commence the construction and development works on the CLP or any Part there of only after execution of duly registered Deed of Conveyance for CLP and only on such part of the CLP for which such duly registered Deed of Conveyance has been executed
- 15.6. The Developer shall be responsible for the entire works related to the demolition/dismantling of existing structures and services, site clearing and subsequent construction works required for the development of assets on the CLP, employing his own resources and bear all costs and expenses in this relation, with no liability/responsibility of ISCDL.
- 15.7. The Developer Shall Construct and Develop the Development works on CLP employing his own resources (both financial and labour), tools, plants, equipment, machinery etc. in the most professional manner adhering to the BIS/IS standards, National Building Code, Applicable Laws and Rules/regulations in strict conformance with the sanctioned plans.
- 15.8. The Developer shall indemnify ISCDL of all claims, charges, suits etc. arising out of the liabilities of the Developer in the said the Development Works on CLP.
- 15.9. If the developer has sought for execution of the Deed of Conveyance for CLP as per the provisions of this agreement, the rights under the Sub- Clause 8.2 b), herein shall be limited to only such % part of the constructed built-up area on the CLP in proportion to the % financial progress of the completion of the construction and development of Government Facilities & Assets based on latest quarterly evaluation of Works completed. For example, if the financial progress mentioned herein is 45%, the developer will be provided with the rights under Sub Clause 8.2 b), for 45% of the constructed built-up area on the CLP.
- 15.10. If the developer has sought for/and got the Deed of Conveyance executed as per the provisions of this agreement, ISCDL will separately issue No Objection Certificate (NOC) for granting rights under Sub-Clause 8.2 b), to the Developer, at the time of execution of such Deed of Conveyance. Such NOC will be annexed with copy of sanctioned/approved building plans for the development work on the compensatory land parcel, wherein the constructed built-up area will be earmarked, for which No Objection to developer performing rights under Sub-Clause 8.2 b) will be granted. Such NOC will be revised by ISCDL, from time to time after every quarterly evaluation of completed works of Government Facilities & Assets. Copy of such NOC will also be submitted to District

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Registrar for validation purpose of sale/lease deeds being executed and registered for subject constructed built-up area in the CLP.

- 15.11. If the developer has sought for execution of the Deed of Conveyance for part of CLP as per the provisions of Sub-Clause 8.3 b), the rights under the Sub-Clause 8.2 b) herein above shall be limited to only the Constructed built-up area on the part of CLP for which duly registered Deed of Conveyance has been executed.
- 15.12. If the developer has sought for/and got the Deed of Conveyance executed as per the provisions of Clause 8.3 b, The Developer shall keep ISCDL informed, on quarterly basis at all times up to issue of Final Payment Certificate and the Final Completion and hand over Certificate for Government Facilities by ISCDL.
- 15.13. The Developer is obliged to comply with the Real Estate (Regulations and Development Act 2016 and rules made there under for disposal of Assets developed on the Compensatory land Parcel
- 15.14. The Developer shall take all precautions/necessary steps to protect and secure the rights of all allottee / Developers / users and/or the Lender as stated more specifically in the relevant clauses of this Concession-cum- Development Agreement.
- 15.15. Upon receipt of Notice of Intention to Terminate from ISCDL, as the case may be, the Developer is bound to and shall immediately stop booking/allotment/disposal of Assets in the development works on the CLP.

16. Liquidated Damages

- 16.1. The Parties acknowledge and mutually agree that time is of the essence in this Concession cum- Development Agreement.
- 16.2. Liquidated Damages payable by the Developer
 - 16.2.1. Without prejudice to ISCDL's rights relating to termination of this Concession-cum- Development Agreement, in case of Developer's failure to achieve Construction Completion Date and/or Handover & Transfer Date and/or any Project progress milestone for which liquidated damages become payable under this Concession-cum-Development Agreement, unless such failure or breach on part of developer has occurred solely as a result of any breach of this Concession-cum-Development Agreement by ISCDL or due to Force Majeure, ISCDL shall have a right to claim the same damages at the rate of not exceeding 0.125% of estimated cost of Government Facilities, per week of delay or part thereof. The aggregate amount of such liquidated damages payable shall not exceed in aggregate 7% of estimated cost of Government Facilities amounting to 6 Months Grace Period with liquidated damages.

Without prejudice to ISCDL's rights relating to termination of this Concession-cum- Development Agreement, in case of Breach of any other obligations by the Developer for which liquidated damages / actual damage become payable under this Concession-cum- Development Agreement, ISCDL shall have a right to claim the same damages from the developer.
 - 16.2.2. The Developer hereby acknowledges and agrees that failure of the Developer to achieve Construction Completion Date and/or Handover & Transfer Date and/or any Project progress milestone and/or breach of any other obligations by the Developer for which liquidated damages become payable could potentially cause substantial loss/damage to ISCDL. The Developer and

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ISCDL mutually agree that the amounts payable as liquidated damages herein are genuine pre-estimates of the losses/damages which will be suffered on account of the breach of terms and conditions of this Concession- cum- Development Agreement and the prescribed amounts of such liquidated damages shall be payable on demand without any need/demand for any proof of the actual loss or damages caused by such breach to be furnished.

- 16.2.3. The decision of ISCDL in regard to the actual delay shall be final and binding on the Developer.
- 16.2.4. The liquidated damages herein shall carry for a maximum period of 6 (Six) months, after which ISCDL shall be entitled to terminate this Concession-cum- Development Agreement, inducing provisions of Developer’s Event of Default as per provisions contained in the Concession-cum- Development Agreement
- 16.3. Liquidated Damages payable by ISCDL
- 16.3.1. In the event that ISCDL fail to vacate the Project Site or CLP and handover the same to the developer on time in accordance with the terms of this Concession cum-Development Agreement, the Developer shall have a right to claim liquidated damages from ISCDL. In such a situation, the liquidated damage will be calculated on the basis of:
- a) In case of Project Site – Any delay in vacating and handing over of the Project Site to the developer such delay will be adjusted as equivalent day by day extension of the Construction Completion Date and Handover & Transfer Date. ISCDL shall not be liable to payment of any liquidated damages towards delay in handing over of the Project Site.
 - b) In case of CLP – at the rate of not exceeding 0.167% of Premium, per month of delay or part thereof. The aggregate amount of such liquidated damages payable shall not exceed in aggregate 2% of Premium (and the same amount shall be adjusted from Quoted Premium). However, in exceptional or unavoidable circumstances, extension of 3 (three) months, beyond the period specified for providing unencumbered possession in the Deed of Conveyance and in accordance with relevant provisions herein, shall be allowed to ISCDL, without any payment for liquidated damages becoming payable to the Developer, and no right accruing upon the Developer to claim the same. In case developer terminates the agreement for delay in handing over of CLP, he shall not be entitled to any liquidity damages.
- 16.3.2. The liquidated damages shall carry for a maximum period of 6 (Six) months, after which the Developer shall be entitled to terminate this Concession-cum- Development Agreement, inducing provisions of ISCDL Event of Default as per provisions contained in the Concession-cum- Development Agreement.

17. Liability and Indemnification

17.1. Liability in respect of the Project

The Developer shall be solely responsible for the entire Project which includes the Government Facilities and the development works on the compensatory land parcel and shall have the overall responsibility and liability. In no event ISCDL shall have any liability or be subject to any claim for the Damages arising out of the Design, Development, Financing, Construction, or Management of the Project

17.2. Indemnity

- 17.2.1. Developer hereby indemnifies and agrees and undertakes that from the Effective Date and during the entire construction period and thereafter for Compensatory Land Parcel and Development works thereon and from the Effective Date and during the entire construction period and thereafter, till the defects liability period for Government Facilities and their Assets on Project Site, as the case may be, it shall keep indemnified and otherwise saved and harmless, ISCDL, its agents and employees, representatives, and its consultants etc. from and against any and/or all libel, defamation, claims, demands made against and/or loss caused and/or the Damages suffered and/or cost, charges/expenses (including litigation) incurred or put to and/or penalty levied and/or any claim due to injury to or death of any person and/or loss or damage caused or suffered to property owned or belonging to ISCDL, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by Developer or as a result of failure on the part of Developer to perform any of its obligations under this Concession-cum-Development Agreement or on the Developer committing breach of any of the Terms and Conditions of this Concession-cum Development Agreement or on the failure of the Developer to perform any of its statutory duty and/or obligations or failure or negligence on the part of Developer to comply with any statutory provisions or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party or Government Authority or as a result of any failure or negligence or default of Developer or its contractor(s) and/or Sub-Contractors and/or invitees as the case may be, in connection with or arising out of this Concession-cum- Development Agreement or due to the non-performance by the Developer of any of its obligations under the Concession-cum Development Agreement to anybody including but not limited to the obligation pertaining to the timely completion of the Project and the Government Facilities.
- 17.2.2. The ISCDL will indemnify, defend, save and hold harmless the Developer against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the ISCDL in the Project Site and/or Compensatory Land Parcel, and/or (ii) breach by the ISCDL of any of its obligations under this Concession-cum-Development Agreement or any related agreement, which materially and adversely affect the performance by the Developer of its obligations under this Concession-cum-Development Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Concession-cum- Development Agreement or any related agreement and/or breach of its statutory duty on the part of the Developer, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Developer.
- 17.2.3. It is expressly understood by the Parties that the provisions of this Article shall survive the termination or expiry of the Concession-cum-Development Agreement hereof and shall survive entire period beyond the execution of the Deed of Conveyance for Compensatory Land Parcel.

17.3. Procedure in Case of Third-Party Claims

- 17.3.1. In the event of any demand or claim by any third entity against either Party, which claim or demand would be payable by that Party at first instance (herein the "Paying Party"), but would sought to be claimed from the other Party (herein the "Indemnifier") pursuant to relevant clause, then the Paying Party shall, without undue delay from becoming aware of the matter, notify the Indemnifier of such matter in writing, describing the potential claim in reasonable detail and, to the extent possible, state the estimated amount of such claim.
- 17.3.2. Furthermore, the Paying Party shall make available to the Indemnifier, a copy of the third party claim or demand and give the Indemnifier the opportunity to defend the Paying Party against such claim, employing their own counsel at their sole costs, expense and risk. The Indemnifier, at its own cost, shall have the right to defend the claim by all appropriate proceedings and shall have the sole right to direct and control such defence. In particular, without limitation, the Indemnifier may
- a) Participate in and direct all correspondence, defence and negotiations with the third party
 - b) Appoint and instruct counsel acting, if necessary, in the name of the Paying Party, with all costs and expenses to be borne by the Indemnifier and
 - c) Require that the claim be litigated or settled in accordance within and under the applicable laws.
- 17.3.3. The Indemnifier shall conduct such proceedings in good faith and take into account the interest of the Paying Party. As long as the Indemnifier is defending a claim, the Paying Party shall provide or cause to be provided, to the Indemnifier or its representatives, any information reasonably requested by it specifically those relating to such claim and Paying Party shall otherwise cooperate with the Indemnifier and its representatives in good faith in order to contest effectively such claim. The Indemnifier shall inform the Paying Party in writing, without undue delay, of all developments and events relating to such claim, and the Paying Party shall be entitled to, without being obliged to do so, at the risk, cost and expense of the Indemnifier, employ its own counsel to attend all conferences, meetings and proceedings relating to such claim and to defend the same.
- 17.3.4. If the Indemnifier does not assume control of a defense of a specific claim, the Paying Party may, without being obliged to do so, assume full control of such defense and such proceedings at the risk, cost and expense of the Indemnifier. If requested by the Paying Party, the Indemnifier shall cooperate in good faith with the Paying Party in order to contest effectively such claim. The Indemnifier shall be entitled, at its expense, to employ its own counsel and to attend all conferences, meetings and proceedings relating to such claim.
- 17.3.5. Notwithstanding anything to the contrary contained in this Concession-cum- Development Agreement, in no event shall any Party, its officers, employees or agents be liable to indemnify the other Party for any matter arising out of or in connection with this Concession-cum Development Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party
- 17.3.6. Notwithstanding anything to the contrary contained in this Concession-cum- Development Agreement, the Developer shall indemnify and hold harmless ISCDL, from and against all claims, demands made against and/or loss caused and/or the Damages suffered and/or cost,

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charges/expenses incurred or put to and/or penalty levied and/or any claim pursuant to the non-performance by the Developer of any of its obligations under the Letter of Allotment or Sale deed or Lease Deed or Letting agreement including but not limited to the obligation pertaining to the timely completion of the Project.

18. Force Majeure

18.1. Force Majeure

18.1.1. The Developer or ISCDL, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Concession- cum-Development Agreement to the extent that the Developer or ISCDL, as the case may be, is unable to render such performance by an event of Force Majeure (herein a "Force Majeure Event")

18.1.2. In this Concession-cum-Development Agreement, no event or circumstance and/or no combination of events and circumstances shall be treated as a “Force Majeure Event” unless it satisfies all the following conditions:

- a) materially and adversely affects the performance of an obligation;
- b) are beyond the reasonable control of the affected Party;
- c) such Party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care;
- d) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and,
- e) which, by itself or consequently, has an effect described in clause above

18.1.3. “Force Majeure Event” includes the following events and/or circumstances to the extent that they or their consequences satisfy the requirements set forth in clause above:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Project;
- b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Project or near vicinity;
- c) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project and/or the Assets, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project by the Developer or any Affiliate of the Developer or any Sub-Contractor of the Developer or any of their respective employees, servants or agents;
- d) any effect of the natural elements, including but not limited to lightning, fire, earthquake, cloud bursts, tidal wave, flood, storm, cyclone, typhoon or tornado, within the Project or near vicinity;
- e) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Project or near vicinity;

18.1.4. It is made clear that events such as adverse market conditions, financial difficulty of a party, rise in price of raw materials, rise in labour costs (whether it was within or outside the control of the Parties) shall not constitute a Force Majeure event.

18.2. Procedure for Force Majeure

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- 18.2.1. If a Party claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
- a) the Force Majeure Event(s) that has occurred;
 - b) the obligation(s) affected as described in this chapter;
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affect the Party's ability to perform its obligation(s) under this Concession-cum-Development Agreement.

No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

- 18.2.2. The affected Party shall have the right to suspend the performance of the obligation(s) affected as described in clause above, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with sub-Clause (a) above. The affected party, to the extent rendered unable to perform its obligations or part thereof under this Concession-cum-Development Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.
- 18.2.3. The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure Event, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure Event.
- 18.2.4. Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.
- 18.2.5. The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, all the Parties to this Concession-cum- Development Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in the relevant clauses of disputes settlement.
- 18.3. Mitigation: The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The affected Party shall also make efforts to resume performance of its obligations under this Concession-cum- Development Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing, and shall make all reasonable efforts to cover up the loss of time caused.

19. Event of Default, Substitution and Termination

19.1. Developer Event of Default

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On the occurrence of any of the following events or circumstances, during the Contract Term, and the Developer having failed to cure or rectify such defaults within a **period of 60 (sixty) days** from the date of occurrence of such event or circumstance or upon receipt of written notice from ISCDL, whichever is earlier, (herein the 'Cure Period'), the Developer shall be considered in default of this Concession-cum- Development Agreement (herein the "Developer Event of Default"), providing ISCDL the right to terminate this Concession-cum-Development Agreement in accordance with the relevant clause(s), unless the default has occurred solely as a result of any breach of this Concession-cum Development Agreement by ISCDL or due to Force Majeure. The Developer Event of Default, referred to hereinabove, shall include:

- a) any Material Breach
- b) Material Breach of any representation or warranty by the Developer
- c) suspension by the Developer of the performance of its obligations under this Concession-cum-Development Agreement for a period exceeding 30 (thirty) consecutive days;
- d) failure of the Developer to maintain insurance(s) as required in terms of Article10;
- e) any order of winding up passed by a court of competent jurisdiction; filing of a petition for voluntary winding up by the Developer; or levy of an execution or restraint on the Developer's assets; or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Developer by a court of competent jurisdiction;
- f) The Developer doing or permitting to do any act, matter, deed or thing in violation of applicable law and/or applicable permits;
- g) non-compliance of Equity lock-in provisions set forth in Article4;
- h) failure to achieve the Construction Completion Date or any extensions thereof, as the case maybe;
- i) commits a breach of any of the provisions of the Deed of Conveyance, or the Substitution Agreement;
- j) creation of third party rights on the Government Facilities, Development works on Compensatory Land Parcel, Assets, Facilities and Utilities other than as permissible under this Concession cum-Development Agreement
- k) Commits a breach of its obligations as contained in Article 5, 7, 16 and hereinabove and the Concession-cum-Development Agreement in general;
- l) the Developer has failed to fulfil any obligation, for which Termination has been specified elsewhere in this Concession-cum-Development Agreement.

19.2. ISCDL Event of Default

For the purposes of this Concession-cum-Development Agreement, each of the following events or circumstances, to the extent not caused by any act or omission of the Developer, not arising out of Force Majeure Events, and subject to Applicable Laws including provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA), and further subject to statutory approvals, court orders, or directions of competent authorities, and if not remedied within a period of 90 (ninety) days (or such extended period as may be reasonably required) from the date of notice by the Developer, shall constitute events of default of ISCDL (hereinafter referred to as "ISCDL Event of Default"),

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entitling the Developer to terminate this Agreement in accordance with Clause 19.3:

- a) Failure on the part of ISCDL to provide land ownership rights over the Compensatory Land Parcel through execution of the Deed of Conveyance, in accordance with this Agreement, subject to the land being free from material title defects, encumbrances, or legal constraints, and availability of necessary approvals/clearances;
- b) Breach of any representation or warranty by ISCDL which has a Material Adverse Effect on the Developer’s ability to perform its obligations under this Agreement, provided such breach is not attributable to changes in Applicable Laws, RERA requirements, regulatory directions, or judicial/quasi-judicial orders;
- c) Failure to vacate and hand over unencumbered possession of the Project Site in accordance with this Agreement, provided that phased/part possession shall be deemed compliance, and delays arising due to rehabilitation, relocation, statutory processes, or actions of third parties shall not constitute default.

Provided that no event shall be construed as an ISCDL Event of Default where such event arises due to pending litigations, title-related issues, regulatory approvals, RERA compliance requirements, or any action/inaction of statutory or governmental authorities, and ISCDL shall be entitled to a reasonable extension of time for compliance in such cases, without any liability.

19.3. Notice of Termination & Suspension

- 19.3.1. Notice of Termination: Subject to any other provision to the contrary in this agreement and without prejudice to any other rights or remedies which the non-defaulting Party may have under this Concession cum Development Agreement, upon the occurrence of either a Developer Event of Default or a ISCDL Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Concession-cum- Development Agreement to the other Party (herein the “Notice of Intention to Terminate”) and requiring the defaulting party to rectify the Event of Default within **30 (thirty) days** of the date of Notice of Intention to Terminate.
- 19.3.2. In case of the failure by the Developer to rectify the Event of Default **within 30 (thirty) days** of the receipt of Notice of Intention to Terminate, ISCDL shall be entitled to terminate the Concession-cum-Development Agreement.
- 19.3.3. Without prejudice to anything to the contrary as contained in this Concession-cum- Development Agreement, upon the failure of the Developer to rectify a Payment Default, ISCDL shall have the right to terminate this Concession-cum- Development Agreement directly by issuance of a Termination Notice. Provided that in case of termination of the Concession-cum-Development Agreement under this clause, ISCDL shall not be required to issue any prior notice expressing its intention to terminate the Concession-cum-Development Agreement and calling upon the Developer to cure or rectify the Payment Default and the Developer hereby expressly waives his right, if any, to challenge to same on the ground of non- issuance of prior Notice of Intention to terminate in case of termination of this Concession-cum-Development Agreement on the ground of Payment Default

19.3.4. Suspension upon Developers Event of Default

- a) Upon occurrence of a Developer's Event of Default, ISCDL shall be entitled, without prejudice to its other rights and remedies under this Concession-cum- Development Agreement including its rights of Termination hereunder, to
 - i. suspend all rights of the Developer under this Concession-cum-Development Agreement; and
 - ii. exercise such rights itself or authorize any other person to exercise the same on its behalf during such suspension (herein the "Suspension"). Suspension hereunder shall be effective forthwith upon issuance of Suspension Notice by ISCDL and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such Suspension Notice.
- b) Notwithstanding anything to the contrary contained in this Concession- cum- Development Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder, the Concession-cum- Development Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Concession-cum-Development Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by ISCDL upon occurrence of a Developer Default.

19.4. Rights & Obligation of the Parties upon Termination

- 19.4.1. The Termination of this Concession-cum-Development Agreement shall be without prejudice to any other right or remedies which are exercisable by the Parties either under this Concession-cum-Development Agreement or equity or law.
- 19.4.2. Upon Termination of this Concession-cum-Development Agreement for any reason whatsoever, ISCDL, shall have the power and authority to:
 - a) enter upon and take possession and control of all the Project Sites including Compensatory Land Parcel (CLP), the Assets, Facilities and Utilities upon all the Project Sites including CLP (except for the assets on CLP/land parcel of CLP for which Deed of Conveyance has been duly registered and executed)in the favour of legitimate allottee /Developer along with the works and related original construction documents, certificates, manuals, instruction booklets, guarantees/ warranty cards in respect of, material and equipment included as part of the construction works forthwith;
 - b) prohibit the Developer and any person claiming through or under the Developer from entering upon / dealing with all the Project Sites including CLP, Assets, Facilities and Utilities upon all the Project Sites including CLP (except for the assets on CLP for which Deed of Conveyance in the favour of legitimate allottee/Developer has been duly registered and executed).
- 19.4.3. Notwithstanding anything to the contrary contained in this Concession-cum- Development Agreement, ISCDL shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re- employment on any ground, in relation to any person in the employment of or engaged by the Developer in connection with the

Project, and the taking over of all the Project Sites including CLP, Assets, Facilities and Utilities upon all the Project Sites including CLP, by ISCDL, ISCDL shall be free from any such obligations

19.5. Cross Defaults

Save and except in case of a Force Majeure, the Developer agrees and confirms to abide by and perform all its obligations under the Deed of Conveyance and this Concession-cum Development Agreement and duly acknowledges that any default under the Deed of Conveyance shall, in all events, constitute a Developer Event of Default or ISCDL Event of Default, as the case may be, under this Concession-cum-Development Agreement.

19.6. Consequences of Termination

The Termination of this Concession-cum-Development Agreement shall be without prejudice to any other right or remedies of Parties under this Concession-cum- Development Agreement.

19.6.1. Termination due to Developer Event of Default

- i. **Stage 1** – Period before Appointed date – Termination of Concession- cum- Development Agreement due to non-fulfilment of Developers obligations under Conditions Precedent for Developer.

Cause: Notwithstanding anything to the contrary contained in this Concession-cum Development Agreement, but subject to this Article, and reasons not directly attributable to ISCDL, in the event the Conditions Precedent as specified in Clause 3.3 hereinabove, is not fulfilled by the Developer for any reason whatsoever on or prior to the Appointed Date, all rights, privileges, claims etc. of the Developer, shall be deemed to have been waived off, and to have ceased with the concurrence of the Developer, and this Concession-cum-Development Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

Effect - Upon such termination of this Concession-cum-Development Agreement, ISCDL shall be entitled to

- a) The License granted to the Developer on the Project Site shall be automatically terminated and the entire Project Sites shall vest with ISCDL, and if the possession of any or all Project site has been handed over to the Developer, ISCDL shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, and
- b) Invoke the Performance Security deposited by the Developer with ISCDL and forfeit the total amount of 1st instalment paid by the developer
- c) The Developer shall also forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/Concession-cum Development Agreement

Relief -Upon such termination of this Concession-cum-Development Agreement for nonfulfillment of Condition Precedent by the Developer, the developer shall be

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entitled to:

- a) No interest shall become payable on such considerations to the Developer.

ii. Stage 2 – After Appointed date but before Execution of Deed of Conveyance for Compensatory Land Parcel (CLP).

Cause - Notwithstanding anything to the contrary contained in this Concession-cum-Development Agreement, but subject to this Article, and reasons not directly attributable to ISCDL, in the event of the Developer not achieving the project phasing milestone and/or Construction Completion Date or any extension thereof with payment of liquidated damages and/or Handing over & Transfer Date and/or any Payment default and/or any other Developers default under this Agreement, which has not been rectified within cure period and/or for any reason whatsoever, except due to ISCDL Event of Default and/or Force Majeure, all rights, privileges, claims etc. of the Developer, shall be deemed to have been waived off, and to have ceased with the concurrence of the Developer, and this Concession-cum-Development Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

Effect - Upon such termination of this Concession-cum-Development-Agreement, ISCDL shall be entitled to

- a) Terminate the License granted to the Developer on the Project Site and all the Project Sites shall vest with ISCDL and ISCDL shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, Government Facilities, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Government Facilities, Assets, Facilities and Utilities, and acquire all of the Developer's rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in Article 20; and
- b) Invoke the Performance Security deposited by the Developer with ISCDL,
- c) The Developer shall also forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/Concession-cum-Development Agreement.

Relief - Upon such termination of this Concession-cum-Development Agreement, the Developer shall be entitled to

- a) Payment for Government Facilities Works on Project Site, and/or any part thereof already executed by the Developer, up to the extent of 75% of the value of such

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components, based on the valuation of the costs of works executed, as per relevant MPUADD ISSR/ MPPWD SOR/ Rates specified in the BOQ provided in Volume -3 of this RFP/ Rate Analysis (as applicable); prepared by Nodal Officer ISCDL, and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable.

- b) The Developer shall have the right to remove all his equipment, plants, tools and machinery, raw materials, scrap, wastage and unused materials from all the Project Sites within 30 (thirty) days of the termination of this Concession-cum-Development Agreement. It is clearly defined and understood by the Developer that ISCDL is in no way responsible for the safety and security of the said material and that on the expiry of these 30 (thirty) days, the said material shall become the property of ISCDL and no payment/claim/interest shall become payable and/or no right of claim shall accrue to the Developer regarding the same.
- c) No interest shall become payable on such considerations to the Developer.

iii. Stage 3 – After Execution of Deed of Conveyance and handing over of Compensatory Land Parcel (CLP) or any part thereof but before Handing Over and Transfer of Government Facilities and Assets

Cause -Notwithstanding anything to the contrary contained in this Concession-cum Development Agreement, but subject to this Article, and reasons not directly attributable to ISCDL, in the event of the Developer not achieving the project phasing milestone and/or Construction Completion Date or any extension thereof with payment of liquidated damages and/or Handing over & Transfer Date and/or Payment default and/or any other Developers default under this Agreement, which has not been rectified within cure period and/or for any reason whatsoever, except due to ISCDL Event of Default reason whatsoever, except due to ISCDL Event of Default and/or Force Majeure, all rights, privileges, claims etc. of the Developer, shall be deemed to have been waived off, and to have ceased with the concurrence of the Developer and this Concession-cum Development Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

Effect – Upon such termination of this Concession-cum-Development Agreement, ISCDL shall Be entitled to

- a) Terminate the License granted to the Developer on the Project Site, and all the Project Sites shall vest with ISCDL and ISCDL shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, Government Facilities, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Government Facilities, Assets,

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Facilities and Utilities, and acquire all of the Developer’s rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in Article 20;and

- b) Terminate the land-ownership rights granted to the Developer on the CLP along with the Deed of Conveyance executed for the CLP , the CLP shall vest in ISCDL, and ISCDL shall have the right to enter upon and takeover the unencumbered possession and control of the CLP , the Development works, Constructed area, Assets, Facilities and Utilities thereon (except for the assets on CLP for which Deed of Conveyance in the favour of legitimate allottee/Developer have been duly registered and executed) along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Development works on the CLP Assets, Facilities and Utilities and acquire all of the Developer’s rights on the CLP in the manner set out in Article 20; and
- c) Invoke the Performance Security deposited by the Developer with ISCDL, and
- d) The Developer shall also forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/Concession-cum-Development Agreement.

Relief -Upon such termination of this Concession-cum-Development Agreement, the Developer shall be entitled to

- a) Payment for Government Facilities Works on Project Site or any part thereof already executed by the Developer, up to the extent of 75% of the value of such components, based on the valuation of the costs of works executed, as per MPUADD ISSR prepared by Nodal Officer ISCDL, and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable.
- b) Payment for Development Works on Compensatory Land Parcel and/or any part thereof already executed by the Developer, up to the extent of 75% of the value of such components, less value of the assets on Compensatory Land Parcel for which Deed of Conveyance in the favour of legitimate allottee/Developer has been duly registered and executed, based on the valuation of the costs of works executed, as per MPUADD / ISCDL prepared by Nodal Officer ISCDL and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable.
- c) The Developer shall have the right to remove all his equipment, plants, tools and machinery, raw materials, scrap, wastage and unused materials from all the Project Sites and the CLP within 30 (thirty) days of the termination of this Concession- cum Development Agreement. It is clearly defined and understood by the Developer that ISCDL are in no way responsible for the safety and security of the said material and

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that on the expiry of these 30 (thirty) days, the said material shall become the property of ISCDL and no payment/claim/interest shall become payable and/or no right of claim shall accrue to the Developer regarding the same.

- d) No interest shall become payable on such considerations to the Developer.

It is hereby clarified that Developer Event of Default shall be only during the period from the Effective Date up to the handover and transfer of completed Government facilities and Assets and full payments of monetary payments of premium. Subject to provisions related to Developers obligations under Defects liability for Government Facilities, the Developer shall in no way be in such default effecting termination clauses hereunder after handover and transfer of completed Government facilities and Assets and full payments of monetary payments of premium.

19.6.2. Termination due to ISCDL Event of Default

In the event of Termination of this Concession-cum-Development Agreement on account of an ISCDL Event of Default or Force Majeure, ISCDL shall be obliged to:

- i. **Stage1**– In case of failure on part of ISCDL in handing over possession of any or all of the Project Site, for Construction and Development of Government Facilities and Assets
- Cause** - Notwithstanding anything to the contrary contained in this Concession-cum-Development Agreement, but subject to this Article, and reasons not directly attributable to the Developer, in the event the terms and conditions of the Concession-cum- Development Agreement are not fulfilled by the ISCDL for any reason whatsoever, this Concession-cum-Development Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- Effect** - Upon such termination of this Concession-cum-Development Agreement, ISCDL shall be obliged to
- a) Terminate the License granted to the Developer on the Project Site and all the Project Sites for which possession has been handed over to Developer shall vest with ISCDL, and ISCDL shall have the right to enter upon and takeover the unencumbered possession and control of such all Project Sites, Government Facilities, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made part of the Government Facilities, Assets, Facilities and Utilities, and acquire all of the Developer’s rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in Article 20;and
- b) Make Payment for Government Facilities Works on all the Project Sites for which possession has been handed over to Developer, which has been already executed by the Developer, based on the valuation of the costs of works executed, as per MPUADD ISSR/ MPPWD SOR/ Rates specified in the BOQ provided in Volume -3 of this RFP/ Rate Analysis

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(as applicable); prepared by Nodal Officer ISCDL, and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable. However, such refund shall be made within a reasonable period, strictly subject to availability of funds with ISCDL, and no claim for interest, damages, cost or any other compensation shall be admissible against ISCDL on account of any delay or deferment in such refund

- c) Refund the Performance Security deposited by the Developer with ISCDL, and
- d) No other interest shall become payable to the Developer on any considerations
- e) The Developer shall forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/Concession-cum-Development Agreement.

ii. Stage 2 –In case of failure on part of ISCDL in handing over possession of Compensatory Land Parcel (CLP) or any part thereof

Cause - Notwithstanding anything to the contrary contained in this Concession-cum-Development Agreement, but subject to this Article, and reasons not directly attributable to the Developer, in the event the terms and conditions of the Concession-cum- Development Agreement are not fulfilled by the ISCDL for any reason whatsoever, this Concession-cum-Development Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

Effect -Upon such termination of this Concession-cum-Development Agreement, ISCDL shall be obliged to

- a) Terminate the License granted to the Developer on the Project Site, and all the Project Sites shall vest with ISCDL, and ISCDL shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, Government Facilities, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Government Facilities, Assets, Facilities and Utilities, and acquire all of the Developer’s rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in Article 20;and
- b) With Reference to Deed of Conveyance for CLP is already executed and such CLP not yet handed over to the Developer, the land- Ownership rights granted to the Developer on such CLP shall be automatically terminated, and
- c) Make Payment for Government Facilities Works on all the Project Sites, which has been already executed by the Developer, based on the valuation of the costs of works executed, as per MPUADD ISSR/ MPPWD SOR/ Rates specified in the BOQ provided in Volume -3 of this RFP/ Rate Analysis (as applicable); as prepared by Nodal Officer ISCDL, and which shall

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be final and binding on the Developer from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable. However, such refund shall be made within a reasonable period, strictly subject to availability of funds with ISCDL, and no claim for interest, damages, cost or any other compensation shall be admissible against ISCDL on account of any delay or deferment in such refund.

- d) Refund the Performance Security deposited by the Developer with ISCDL, and
- e) Refund the Security Deposit against execution of Deed of Conveyance for Compensatory Land Parcel deposited by the Developer with ISCDL, and Refund of 100% of all the instalment of the Monetary Payments of Premium paid by the Developer till the termination of the Concession- cum-Development Agreement. However, such refund shall be made within a reasonable period, strictly subject to availability of funds with ISCDL, and no claim for interest, damages, cost or any other compensation shall be admissible against ISCDL on account of any delay or deferment in such refund.
- f) No other interest shall become payable to the Developer on any other considerations
- g) The Developer shall forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/Concession-cum-Development Agreement

It is hereby clarified that ISCDL Event of Default shall be only during the period from the Effective Date up to the handover of Compensatory Land Parcel to the Developer as per the execution of Deed of Conveyance for Compensatory Land Parcel. ISCDL shall in no way be in such default effecting termination clauses hereunder after hand over of the Compensatory Land Parcel

19.6.3. For avoidance of doubt it is clarified that any payments due to the Developer from ISCDL under this Article 19.6 would be made to the Developer within a reasonable period not more than 12 (Twelve) months of the Transfer Date and the same shall not, in any manner whatsoever, till the period of actual payment attract any interest thereon and shall be net of any outstanding amount recoverable from the Developer under this Concession-cum-Development Agreement or the Deed of Conveyance for CLP, or any person claiming through and under it, in whatever nature & form, any debt liabilities of the developer (if applicable) and any insurance benefits developers is eligible to receive (if applicable).

19.6.4. Notwithstanding anything to the contrary contained in this article hereinabove, in the event of issue of Suspension Notice by ISCDL due to Developer’s Event of Default, whether leading to Substitution or Termination, the Performance Security shall be forfeited by ISCDL, if subsisting.

20. Vesting Provisions on Expiry or Termination

20.1. Upon the expiry or termination of this Concession-cum-Development Agreement and consequent right of ISCDL to take over the Assets Facilities, and Utilities, hereunder, the Developer shall ensure that on the Transfer Date the interest of Developer in:

20.1.1. All immovable property, Assets, Facilities and Utilities consisting of but not limited to structures, buildings, parks, lawns edifices, court areas, ways, passages, roads, walls, compounds, open spaces, all physical and social infrastructure etc. relating to Assets (except for the assets on Compensatory Land Parcel for which Deed of Conveyance in the favour of legitimate

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allottee/Developer have been duly executed and registered) shall be transferred to ISCDL along with peaceful possession of all the entire Project Site, (and/or Compensatory Land Parcel, as the case may be), clear of any encumbrances and with good title, that was handed over to the Developer for the project purposes.

20.1.2. The rights and obligations under or pursuant to all contracts relating to Assets, Facilities and Utilities, (except for the assets on Compensatory Land Parcel for which Deed of Conveyance in the favour of legitimate allottee/Developer have been duly executed and registered) and other arrangements entered into in accordance with the provisions of this Concession cum-Development Agreement between Developer and any third party shall (in consideration of ISCDL’s assumption/resumption of the obligations under or pursuant to the contracts and other arrangements) be vested in ISCDL, clear of any Encumbrance and with good title;

and

Notwithstanding anything contained in Clause 20.1, prior to any transfer of the Assets, ISCDL shall have the right to conduct a due diligence of the contracts and agreements, the rights and obligations of which it is assuming/resuming and shall not be bound to assume the rights and obligations of contracts that, in the opinion of ISCDL are unreasonably onerous, and would be considered onerous at the time that the contracts were entered into. In relation to all such contracts that are not transferred to ISCDL, no third party, including the counter-party of such contract shall have any right, license, title, interest, benefit, claim or demand against or over any/all Assets, Facilities, and Utilities, and such Assets, Facilities, and Utilities, shall be transferred to ISCDL, clear of any Encumbrance and with good title.

On the Transfer Date the ISCDL shall verify, in the presence of the Developer/his authorized representative, the compliance by the Developer with the requirements of Clause 20.1. In the event the ISCDL notifies the Developer of shortcomings, if any, in the Developer’s compliance with such requirements, the Developer shall forthwith cure the same immediately at his own expenses and costs.

The developer shall submit all the all the documents pursuant to the Government Facilities and Assets on the Project Site mentioned in the Clause 12.12.2 and 12.12.3 of this Agreement to ISCDL/Nodal Officer before the Transfer Date.

The divestment of all rights and interest in the Assets, Utilities and Facilities shall be deemed to be complete on the Transfer Date but no later than 30 (thirty) days thereafter, by when all the requirements of Clause 20.1 above shall be fulfilled by the Developer without any exception. ISCDL shall on such date issue a certificate (referred to as the “Vesting Certificate”) which shall have the effect of constituting evidence of divestment by the Developer of all of its rights and interest in the Assets, Utilities and Facilities and the vesting thereof in the ISCDL, pursuant hereto.

20.2. Furthermore, notwithstanding anything contained in the Clause 20.1, no liability (accrued or contingent) of the Developer or relating to the Assets (including liabilities of the assets on Compensatory Land Parcel for which Deed of Conveyance in the favour of legitimate allottee/Developer have been duly executed and registered) arising on account of actions or inactions prior to the Transfer Date shall be assumed or transferred to ISCDL. ISCDL shall only be

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liable for liabilities in relation to the Assets, Facilities, and Utilities, arising after the handing over of the Assets, Facilities, and Project Utilities, except for those as stated above.

- 20.3. Without prejudice to the foregoing, Developer agrees to indemnify and keep indemnified ISCDL from and against all actions, proceedings, losses, claims, damages, liabilities, costs and expenses etc. whatsoever which may be sustained or suffered by ISCDL as a result of any actions or omissions of Developer prior to the transfer of the Assets, Facilities and Utilities.
- 20.4. The Developer shall, in accordance with relevant provisions contained in this Concession- cum-Development Agreement and good industry practice, ensure that all property, assets, rights and other items (consisting but not limited to Assets, Facilities and Utilities), which are vested in or transferred to ISCDL, shall be in good working condition, order and in a good state of maintenance and repair. For this purpose, ISCDL shall conduct an audit of the Assets, Facilities and Utilities being transferred prior to such transfer.
- 20.5. The expiry or termination of this Concession-cum-Development Agreement shall be without prejudice to all rights and obligations then having accrued to ISCDL and/or Developer (or which may thereafter accrue in respect of any act or omission prior to such expiry or termination) and without prejudice to those provisions, which expressly provide for continuing obligations or which are required to give effect to such expiry or termination or the consequences of such expiry or termination.
- 20.6. The Parties’ rights to terminate this Concession-cum-Development Agreement shall be limited to those expressly set out in this Concession-cum- Development Agreement.
- 20.7. Transfer costs and taxes as per the applicable laws, if applicable, for the transfer of the Assets, Facilities, and Project Utilities, consequent to termination of this Concession-cum- Development Agreement in the event of Default of the Developer, shall be borne by the Developer.

21. Dispute Resolution

21.1. Disputes – Amicable Settlement

The Parties shall use their respective reasonable endeavors to settle any Dispute amicably. If a Dispute is not resolved within 60 (sixty) days after written notice of a Dispute by one Party to the other Party, then the provisions of Clause 21.2 shall apply.

21.2. Dispute Resolution

- 21.2.1. Any dispute, difference or controversy, of whatever nature, howsoever arising, under or out of or in relation to this Concession-cum-Development Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (herein the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the procedure herein below.
- 21.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Concession-cum-Development Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

21.3. Resolution – First Instance

In the event of any Dispute arising between the Parties, either party may call upon the Executive Director-Indore Smart City Development Limited for amicable settlement and upon such reference, the Executive Director- Indore Smart City Development Limited shall be fully empowered to deal with all aspects of such reference including withdrawal, compromise or settlement of such Dispute or any part thereof. Upon such reference, the Executive Director- Indore Smart City Development Limited, shall meet no later than 30 (thirty) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) day period or the Dispute is not amicably settled within 30 (thirty) days of such meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the Collector, District Indore Cum Chairman, Indore Smart City Development Limited in accordance with the provisions of Clause herein below.

21.4. Resolution – Second Instance

In the event of any Dispute being referred to the Collector, District Indore Cum Chairman, Indore Smart City Development Limited, as a consequence of above mentioned provisions, the Collector, District Indore Cum Chairman, Indore Smart City Development Limited, shall be fully empowered to deal with all aspects of such reference including withdrawal, compromise or settlement of such Dispute or any part thereof. Upon such reference, the Collector, District Indore Cum Chairman, Indore Smart City Development Limited, shall meet no later than 45 (forty-five) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 45 (forty-five) day period or the Dispute is not amicably settled within 30 (thirty) days of such meeting or such longer period as may be mutually agreed by the Parties, either Party may request the other party in writing to refer the Dispute to Arbitration, in accordance with the provisions of Clause herein below.

21.5. Arbitration

21.5.1. Any Dispute, which is not resolved amicably in the Resolution – First Instance and Resolution - Second Instance, as provided in clauses above, shall be finally decided by reference to arbitration by an Arbitral Tribunal constituted under the Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1996 (herein the “Arbitral Tribunal”) in accordance with the provisions of the Madhya Pradesh Madhyastham Adhikaran Adhiniyam 1996. The governing laws for such arbitration shall be the laws of India. The venue of such arbitration shall be Indore, and the language of arbitration proceedings shall be English.

21.5.2. After conducting a hearing of both the Parties, the Arbitral Tribunal shall make a reasoned and speaking award (herein the “Award”). Any Award made in any arbitration held pursuant to this chapter shall be final and binding on both the Claimant(s) and Respondent(s) as from the date it is made, and the Developer and ISCDL agree and undertake to obey and implement such Award without delay.

21.6. Continued Performance

21.6.1. While any Dispute under this Concession-cum-Development Agreement is pending settlement, including the commencement and pendency of any Dispute referred to arbitration, the Parties

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shall continue to perform all of their respective obligations under this Concession-cum-Development Agreement without prejudice to the final determination in accordance with the provisions under this Article.

- 21.6.2. Notwithstanding anything contained herein, all obligations of ISCDL under this Concession-cum-Development Agreement shall automatically come to an end upon the expiry or termination of this Concession-cum-Development Agreement and ISCDL shall not be obliged to perform such obligations during the pendency of any post-expiry or post-termination Dispute, whether referred to arbitration or not.

22. Miscellaneous

21.7. Governing Law and Jurisdiction

This Concession-cum-Development Agreement shall be governed by and construed in accordance with the laws of India. Subject to this Article 22 and Article 21, the courts at Indore alone shall have exclusive jurisdiction on matters pertaining to or arising from this Concession-cum-Development Agreement.

21.8. Amendments

No amendment or waiver of any provision of this Concession-cum- Development Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

21.9. Agreement to Override Other Agreements: Conflicts

This Concession-cum-Development Agreement supersedes all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto. This Concession-cum-Development Agreement including all its Annexure, Schedules etc. and the Request for Proposal Documents together constitute a complete and exclusive understanding of the terms of the Concession-cum- Development Agreement between the Parties on the subject hereof.

21.10. No Waiver; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

21.11. Severance of Terms

If for any reasons whatsoever, any provisions of this Concession-cum- Development Agreement are declared to be void, invalid, unenforceable or illegal by any competent arbitral tribunal or court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the

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remaining provisions of this Concession-cum- Development Agreement, which shall continue in full force and effect and in such event, the Parties shall endeavour in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

21.12. Language

All notices, certificates, correspondence or other communications under or in connection with this Concession-cum-Development Agreement, any other Project Documents or the Project shall be in English.

21.13. Counterparts

This Concession-cum-Development Agreement is made in 4 (Four) original and identical copies, each having the same contents and the Parties have read and thoroughly understand the contents hereof and have hereby affixed their respective signatures and seals before witnesses. All counterparts shall constitute one and the same Concession-cum- Development Agreement

21.14. Survival

Clauses 20.3, 22.1, 22.10, 22.13 and Articles 17, 19 and 21 shall continue to bind the Parties notwithstanding the termination or expiry of this Concession-cum-Development Agreement.

21.15. Costs and Expenses

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

21.16. No Agency

The Parties agree that nothing in this Concession-cum-Development Agreement shall be in any manner, interpreted to constitute an agency or partnership for and on behalf of any other Party and the relationship between the Parties is as a principal to principal and on an arm’s length basis. Except as otherwise expressly agreed to, nothing contained herein shall confer, on any Party, to incur any obligation or liability on behalf of the other Party or bind the other.

21.17. Joint and Several Liabilities

Notwithstanding anything to the contrary contained in this Concession-cum-Development Agreement, the Developer shall be jointly and severally liable for performance of the obligation mentioned under this Concession-cum-Development Agreement and the Deed of Conveyance for Compensatory Land Parcel.

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21.18. Notices

All notices, requests, demands or other communication required or permitted to be given under this Concession-cum-Development Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post acknowledgment-due only, and in addition it may also be sent through courier post or transmitted by facsimile transmission or email to the other Parties at the address indicated below:

In the case of ISCDL

To: Chief Executive Officer
Indore Smart City Development Limited,
Nehru Park Campus, Indore
Email: smartcityindore16@gmail.com
Phone: 0731-2535572

In the case of Developer

To: Attention: []
Address: []
Email: []
Facsimile: []

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same, in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Clause 22.12 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- a) Sent by registered post, 3 (Three) Business Days after posting it; and
- b) Sent by facsimile or e-mail, on the next Business Day, when confirmation of its transmission has been recorded by the sender’s facsimile machine or email account.

21.19. Third Party Benefit

Nothing herein expressed or implied is intended nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Concession-cum-Development Agreement or any part hereof.

21.20. Performance of all acts for compliance with the Applicable Laws

The Parties shall perform all acts including signing any documents, papers, returns, etc. as may be required for compliance with all applicable laws or terms of any applicable permits for the development, construction and completion of the Project on the Site and also the operation and maintenance thereof.

21.21. Exclusion of Implied Warranties etc.

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

IN WITNESS WHEREOF this Concession-cum-Development Agreement has been executed by the duly authorized representatives of the Parties hereto at the place and on the date first above mentioned

For and on behalf of INDORE SMART CITY DEVELOPMENT LIMITED, INDORE BY:

Name:

Title:

For and on behalf of [insert name of the Developer] BY:

Name:

Title:

Witness 1:

Witness 2:

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SCHEDULES FOR CONCESSION-CUM DEVELOPMENT AGREEMENT

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

SCHEDULE A – PROJECT SITE DETAILS

- Schedule A; Annexure 1 – Location of the Project Sites
- Schedule A; Annexure 2 – Project Site –Site Layout
- Schedule A; Annexure 3 -Location Map of Compensatory Land Parcels (CLPs)
- Schedule A; Annexure 4 -Details of Compensatory Land Parcels (CLPs)

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➤ **Schedule A; Annexure 1 – Location of the Project Sites**

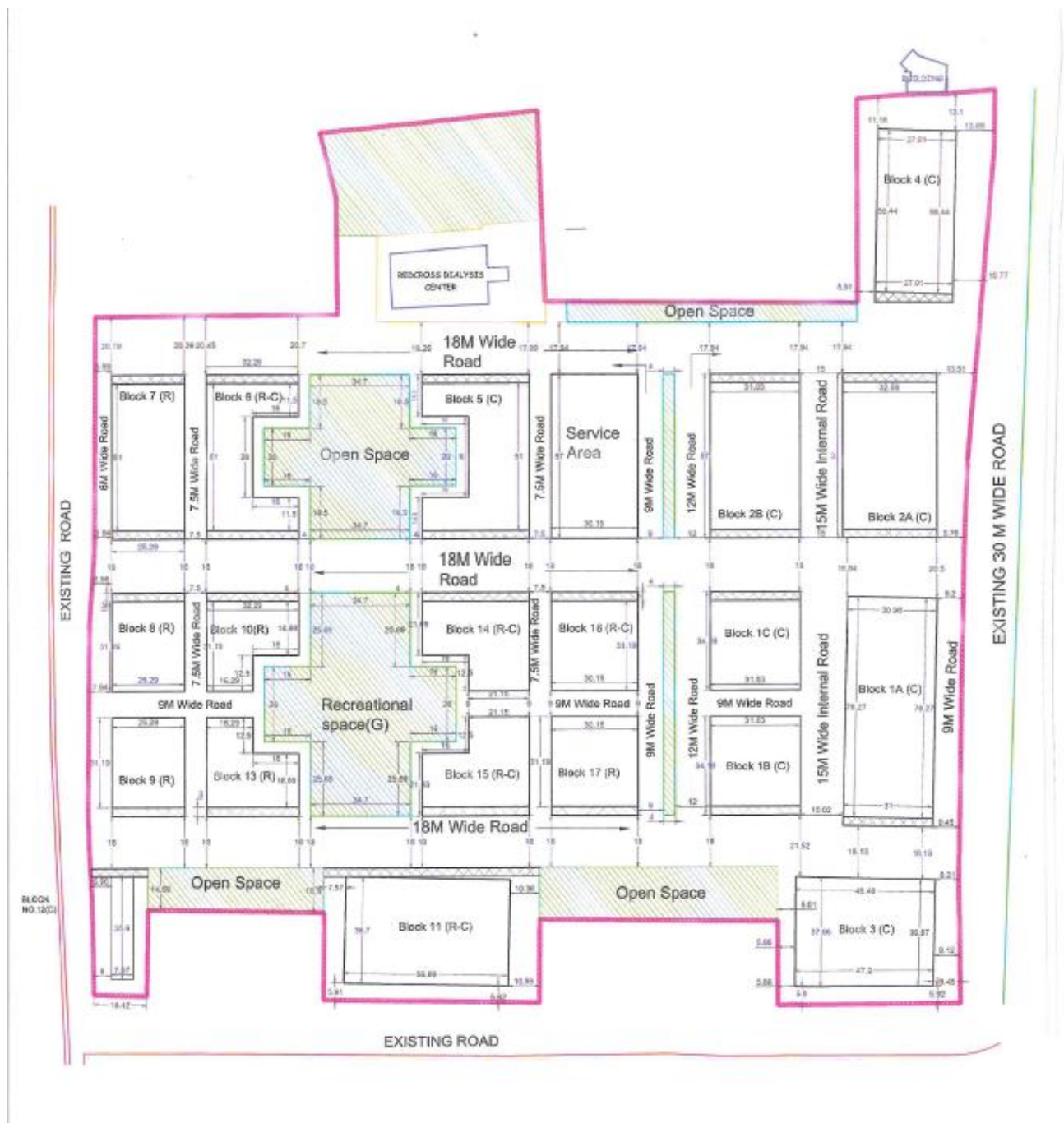
Geospatial Coordinates: 22°42'33.39"N; 75°50'24.89"E



Figure: Location - Compensatory Land Parcels

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

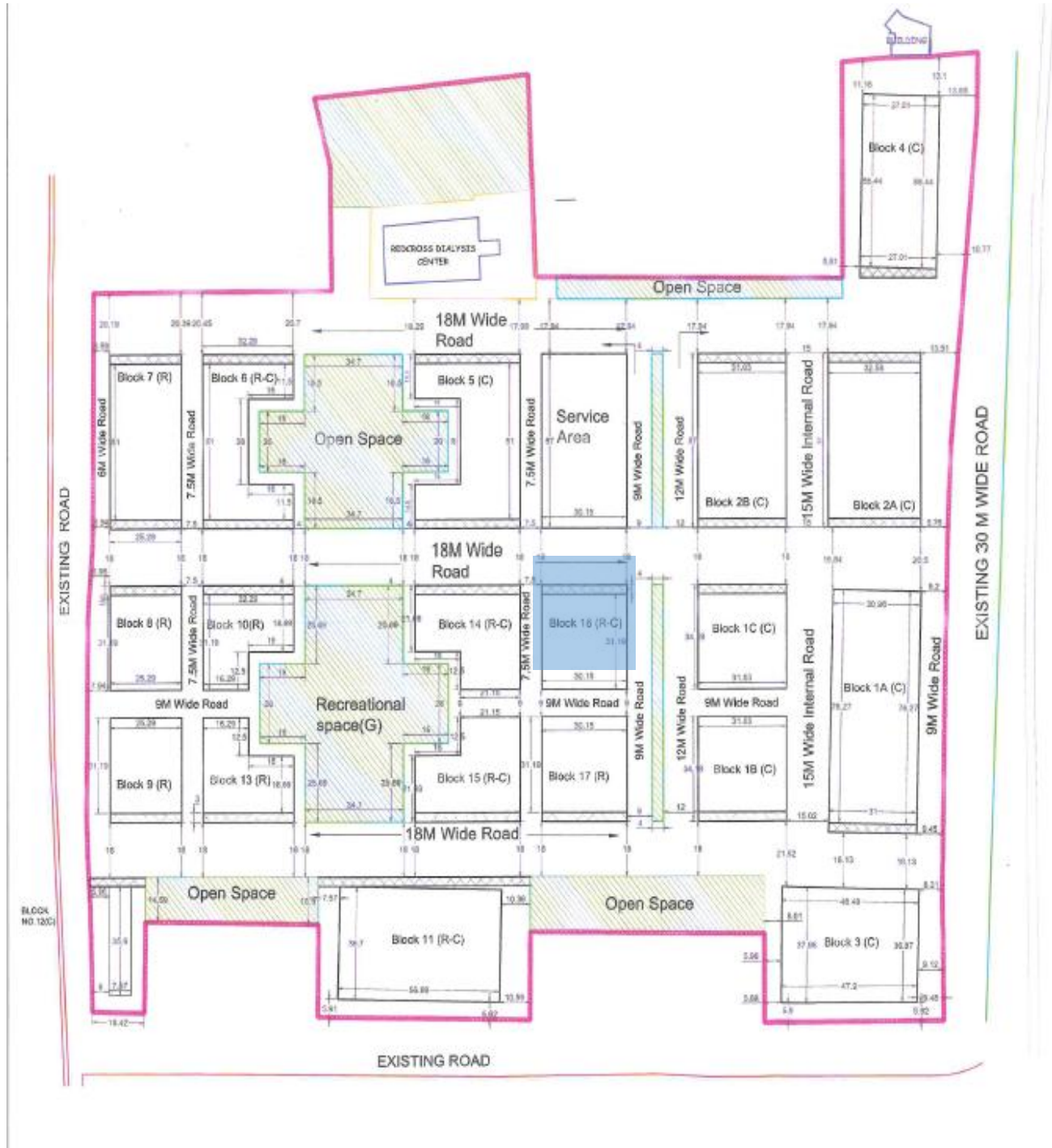
➤ **Schedule A; Annexure 2 – Project Site –Site Layout**



Note: T&CP Approved layout shall be shared separately

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

➤ **Schedule A; Annexure 3 -Location Map of Compensatory Land Parcels (CLPs)**



Note: T&CP Approved layout shall be shared separately

Figure: Layout Plan - Block No. 16 Location

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➤ **Schedule A; Annexure 4 -Details of Compensatory Land Parcel (CLP)**

Details of Block No. 16	
Particulars	Description
Ground Coverage: Block No. -16 (Area in sqm)	941.00
Permissible built-up area (Built-up Area in Sqm)	9,221.00
Permissible Use	Resi - Commercial
Dimensions of the Block	30.15m * 31.19m
Location of Block -16	22°42'33.39"N; 75°50'24.89"E

SCHEDULE B - DETAILS OF GOVERNMENT FACILITIES AND ASSETS

- Schedule B; Annexure 1 – Government Facilities and Assets
- Schedule B; Annexure 2 – Drawings for Government Facilities and Assets
- Schedule B; Annexure 3 – Specifications for Construction and Development of Government Facilities & Assets
 - Special Terms and Condition for Construction and Development of Government Facilities and Assets
 - Technical Specifications for Construction and Development of Government Facilities and Assets
- Schedule B; Annexure 4 – Government Facilities Projects Phasing Milestone
- Schedule B; Annexure 5 – Bill of Quantities (BOQ) for Government Facilities
- Schedule B; Annexure 6 – Scope of Defect Liability Period for Government Facilities and Assets

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➤ **Schedule B; Annexure 1 – Government Facilities and Assets**

The Project Components have been grouped with respect to their respective site locations. The Project Components to be constructed, developed, and handed over by the Developer are as follows:

S. No.	Description of Work Component
1	Estimate of Road Works – Cement Concrete Pavement Sub-components: A. Road Works – 18 m Wide B. Road Works – 9 m Wide C. Road Works – 12 m Wide D. Road Works – 15 m Wide E. Road Works – 7.5 m Wide F. Road Works – 6 m Wide
2	Estimate of Underground Sewer Line Laying, Manholes, and Associated Construction Works.
3	Estimate of Underground Water Supply Line Laying, Manholes, Construction Works, Sump, Tube Well Boring, and Pump Installation.
4	Estimate of Underground Storm Water Drainage Line Laying, Manholes, Construction Works, and Recharge Works.
5	Estimate of Garden Development and Horticulture Works.
6	Estimate of Boundary Wall and Colony Main Gate.
7	Estimate of Underground Electrification Duct and Pipeline Laying, Manholes, and Construction Works.
8	Estimate of Underground Optical Fibre Cable (OFC) Pipeline Works.
9	Estimate of Religious Structure.
10	Estimate of Road / MOS Footpath Paver Works.
11	Community Hall.

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➤ **Schedule B; Annexure 2– Drawing for Government Facilities and Assets**

Indicative Drawings for the Government Facilities are provided at the end of this

Section -1

➤ **Schedule B; Annexure 3 – Scope of Work, Technical Specifications for Construction and Development of Government Facilities and Assets**

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

PART A — Scope of Work: Safety, Health and Environment (SHE)

1. General Requirements

The Developer shall be solely responsible for planning, implementing, and maintaining all Safety, Health, and Environmental (SHE) measures throughout the execution of the works. All activities shall comply with applicable laws, statutory regulations, and project-specific safety guidelines. The Developer shall ensure that all works are carried out in a safe manner without risk to personnel, property, the public, or the environment.

2. Applicable Standards and Regulations

The Developer shall comply with all of the following:

- Relevant provisions of the National Building Code (NBC).
- Applicable IS Codes and MoRTH Specifications.
- State and Central labour laws, including the Building and Other Construction Workers (BOCW) Act.
- Environmental regulations and pollution control norms as issued by the applicable authority.

3. Safety Planning and Documentation

- Preparation and submission of a Site-Specific Safety Plan (SSSP) to the Engineer-in-Charge prior to commencement of works.
- Preparation of Risk Assessment and Method Statements (RAMS) for all major activities.
- Appointment of a qualified and dedicated Safety Officer at site throughout the construction period.
- Conducting daily toolbox talks and safety briefings for all workers and supervisors.
- Maintenance of safety records, incident reports, and regulatory compliance registers.
- All site supervisors and engineers (including sub-Developer staff) shall receive structured training on construction safety before commencement of work; records of such training shall be maintained.
- A qualified and trained Site Engineer shall be present at site during all working hours.
- Toolbox talks (5–15 minutes) shall be conducted by supervisors prior to commencement of each activity.
- Weekly coordination meetings of all Safety Engineers with the MPPWD / Client Safety Officer shall be held; monthly safety meetings with Site In-charges shall be conducted.

4. Personal Protective Equipment (PPE)

The Developer shall provide all manpower (engineers and workers) with a complete PPE Kit (Safety Shoes, Helmet, Safety Belt, Safety Jacket, Gumboots, Raincoat) at the project site. Additional spare PPE kits shall also be maintained at site. Mandatory use of PPE shall be enforced for all personnel on site, including:

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- Safety helmets with chin straps, safety shoes, and protective gloves to be worn at all times within the work area.
- Reflective safety jackets / high-visibility vests.
- Goggles, face shields, and ear protection where required.
- Specialized PPE for high-risk activities including welding, cutting, and confined space entry.
- Safety belts / harnesses shall be mandatory for all climbing / working at heights above 2 m.
- All safety equipment shall be ISI-marked and checked by the Safety Officer before use.

No worker or visitor shall be permitted to enter the construction site without proper and compliant PPE.

5. Site Safety and Access Control

- Proper barricading, perimeter fencing, and controlled access to all work zones.
- Display of safety signage, caution boards, and emergency contact information at conspicuous locations.
- Provision of safe access routes, designated walkways, and adequate night lighting arrangements.
- Implementation of Traffic Management Plans for all areas with public vehicular or pedestrian movement.
- The speed limit within the project premises shall not exceed 25 km/h.
- No debris or obstacles shall be permitted on roads, passages, or access routes; good housekeeping shall be maintained at all times.
- No photography or videography shall be permitted without prior permission from the Engineer-in-Charge.

6. Excavation and Trenching Safety

Applicable to: Sewer, Water Supply, Storm Drain, and Underground Tank Works.

- Provision of adequate shoring, strutting, and bracing to prevent trench collapse throughout all phases of excavation.
- Safe slope or benching of all excavations in accordance with the soil type and depth.
- Continuous dewatering to prevent water accumulation in trenches.
- Physical barricading and conspicuous warning signs around all open trenches.
- Safe access and egress ladders for all workers entering trenches.
- Regular inspection of all trenches, particularly after rainfall events.
- All excavations shall be carried out carefully to avoid damage to underground cables and other service lines. Mechanical excavators shall be used with appropriate care in the vicinity of known utilities.

7. Road Works Safety

- Implementation of traffic diversion plans with proper signage, physical delineators, and designated flagmen.
- Physical barricading of all work zones with night reflectors and adequate lighting.
- Safe operation of all construction equipment and machinery by trained operators.
- Dust control measures including regular water sprinkling to suppress airborne particles.

8. Confined Space Safety

Applicable to: Manholes, Underground Tanks, and Inspection Chambers.

- A formal permit-to-work system shall be implemented for all confined space entry operations.

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- Gas testing for oxygen levels and toxic gases shall be carried out before any worker enters a confined space and at regular intervals thereafter.
- Provision of adequate ventilation, safety harness, lifeline, and standby rescue personnel at all times during confined space work.
- Continuous atmospheric monitoring during all confined space operations.

9. Lifting and Equipment Safety

- Use of only certified lifting equipment, cranes, and hoists; test certificates for all lifting tools and tackle shall be maintained and produced upon request.
- Periodic inspection and preventive maintenance of all cranes, hoists, slings, and lifting tools.
- Deployment of trained and licensed operators only for all lifting and material handling equipment.
- Safe load handling practices; loads shall not exceed the rated capacity of any lifting device.
- A tag system shall be implemented for the erection and use of scaffolding. Bamboo or wooden scaffolding materials shall not be permitted.
- All equipment including grinding machines, welding machines, and gas cutting sets shall be inspected and tagged by supervisors before each use.

10. Electrical Safety

- Proper earthing and bonding of all electrical equipment and temporary installations on site.
- Use of insulated cables and fully protected electrical connections throughout.
- Installation of Earth Leakage Circuit Breakers (ELCB) / Residual Current Circuit Breakers (RCCB) for all temporary electrical installations.
- No exposed wiring or unsafe electrical practices shall be permitted at any time.

11. Fire Safety Measures

- Provision and maintenance of fire extinguishers at all areas of the site and material storage areas.
- Safe storage and segregation of flammable materials in designated areas; separate waste bins for flammable and non-flammable materials.
- No unauthorized welding or hot work shall be carried out without a valid hot work permit.
- LPG cylinders shall not be used for gas cutting; only approved industrial gases in proper cylinders shall be permitted.
- An Emergency Response Plan (ERP) for fire incidents shall be prepared, displayed, and rehearsed.

12. Environmental Protection

- Dust suppression through regular water sprinkling on all active work areas and haul roads.
- Proper collection, segregation, and disposal of all construction debris and waste at approved locations.
- Prevention of contamination of water bodies, storm water drains, and groundwater through proper waste management.
- Noise control measures for all construction machinery; compliance with prescribed noise limits.
- Protection of existing trees and green areas adjacent to the works.

13. Public Safety

- Ensuring the safety of pedestrians and nearby residents throughout all phases of construction.

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- Provision of proper signage, adequate lighting, and physical barricading in all public areas adjacent to the works.
- Provision of safe crossing arrangements for pedestrians wherever access routes are disrupted.
- Immediate restoration of any damaged utilities or services affecting the public.

14. Health and Welfare

- Provision of adequately stocked first aid kits and trained first aid personnel at all times on site; a list of trained first aid personnel shall be displayed at the site office.
- Provision of potable drinking water and adequate sanitation facilities for all site workers.
- Provision of proper rest shelters and welfare facilities for workers.
- Periodic health check-ups for workers where required by applicable regulations.

15. Emergency Preparedness

- Preparation, approval, and display of an Emergency Response Plan (ERP) at the site office and key locations.
- Identification of nearest hospitals, emergency medical services, and emergency contact numbers.
- Conduct of mock drills for fire, structural collapse, and accident scenarios at regular intervals.
- Availability of emergency contact numbers displayed prominently at multiple locations on site.

16. Incident Reporting and Corrective Action

- All accidents, near-misses, and unsafe conditions shall be reported immediately to the Safety Officer and the Engineer-in-Charge.
- A formal investigation shall be conducted for all incidents, and corrective actions shall be implemented without delay.
- Incident records and investigation reports shall be maintained and submitted to the Engineer-in-Charge.

17. Monitoring and Compliance

- Regular safety audits and site inspections shall be conducted by the Safety Officer and the Engineer-in-Charge.
- Non-compliance with SHE requirements shall attract penalties as prescribed in the contract conditions.
- The Engineer-in-Charge shall have the authority to issue a stop-work order for any unsafe practices observed on site.

18. Completion and Demobilization

- All temporary structures, barricades, signage, and construction equipment shall be safely removed upon completion of works.
- The site shall be restored to a safe, clean, and hazard-free condition before formal handing over.
- Final safety clearance shall be obtained from the Engineer-in-Charge before the works are formally handed over.

19. Responsibility and Liability

- The Developer shall be fully responsible for the safety of all personnel, executed works, and third parties throughout the construction period.

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

- Any accident, damage, or loss arising from the Developer's negligence or non-compliance with SHE requirements shall be borne entirely by the Developer.

PART B — Technical Specifications

1. Technical Specifications for Building Works

The Technical Specifications for building works for the Project shall refer to and incorporate the following, in the order of precedence stated:

- Specifications issued by Madhya Pradesh Urban Administration & Development Department (MPUADD), as applicable and amended up to the date of issue of the NIT.
- Specifications issued by Madhya Pradesh Public Works Department (MPPWD), as applicable and amended up to the date of issue of the NIT and also as provided in MPPWD SOR 2024 dated 15.09.2024.
- Specifications issued by the Central Public Works Department (CPWD), as applicable and amended up to the date of issue of the NIT.
- Relevant IS Codes amended up to the date of issue of the NIT.
- National Building Code of India, as amended up to the date of issue of the NIT.

The mode of measurement shall be as per the provisions contained in the relevant clauses of the above-mentioned specifications.

2. Technical Specifications for Electrical Works

The Technical Specifications for electrical works for the Project shall refer to and incorporate the following, in the order of precedence stated:

- Specifications issued by Madhya Pradesh Urban Administration & Development Department (MPUADD), as applicable and amended up to the date of issue of the NIT.
- Specifications issued by Madhya Pradesh Public Works Department (MPPWD), as applicable and amended up to the date of issue of the NIT and also as provided in MPPWD SOR 2024 dated 15.09.2024.
- Specifications issued by the Central Public Works Department (CPWD), as applicable and amended up to the date of issue of the NIT.
- Relevant IS Codes amended up to the date of issue of the NIT.
- National Building Code of India, as amended up to the date of issue of the NIT.

The mode of measurement shall be as per the provisions contained in the relevant clauses of the above-mentioned specifications.

3. Technical Specifications for Roads and Bridge Works

The Technical Specifications for road and bridge works for the Project shall refer to and incorporate the following, in the order of precedence stated:

- Specifications issued by Madhya Pradesh Urban Administration & Development Department (MPUADD), as applicable and amended up to the date of issue of the NIT.

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- Specifications for Road and Bridge Works published by the Indian Roads Congress (IRC) on behalf of the Government of India, Ministry of Road Transport and Highways (Roads Wing), as amended up to the date of issue of the NIT.
- Specifications issued by Madhya Pradesh Public Works Department (MPPWD), as applicable and amended up to the date of issue of the NIT and also as provided in MPPWD SOR 2024 dated 15.09.2024.
- Specifications issued by the Central Public Works Department (CPWD), as applicable and amended up to the date of issue of the NIT.
- Relevant IS Codes amended up to the date of issue of the NIT.
- National Building Code of India, as amended up to the date of issue of the NIT.

The mode of measurement shall be as per the provisions contained in the relevant clauses of the above-mentioned specifications.

4. Technical Specifications for Any Other Works

The Technical Specifications for any other works for the Project shall refer to and incorporate the following, in the order of precedence stated:

- Specifications issued by Madhya Pradesh Urban Administration & Development Department (MPUADD), as applicable and amended up to the date of issue of the NIT.
- Specifications issued by Madhya Pradesh Public Works Department (MPPWD), as applicable and amended up to the date of issue of the NIT and also as provided in MPPWD SOR 2024 dated 15.09.2024.
- Specifications issued by the Central Public Works Department (CPWD), as applicable and amended up to the date of issue of the NIT.
- Relevant IS Codes amended up to the date of issue of the NIT.
- National Building Code of India, as amended up to the date of issue of the NIT.
- Current prevailing good industry practices applicable to the relevant type of work.

The mode of measurement shall be as per the provisions contained in the relevant clauses of the above-mentioned specifications.

Note: In case of any contradiction, ambiguity, or discrepancy in the interpretation of the Technical Specifications, the decision of the ISCDL Officer in consultation with the Consultant shall be conclusive, final, and binding on the Developer.

The provisions of the Concession-cum-Development Agreement, Special Terms and Conditions provided herein, other terms and conditions specified elsewhere in the RFP Document, as well as Good-for-Construction drawings, notes, or other specifications issued in writing by the ISCDL Officer shall form part of the Technical Specifications for Construction and Development of Government Facilities and Assets.

SPECIAL TERMS & CONDITIONS

The Special Conditions of Contract (SCC) set out herein are supplementary to and shall form an integral part of the Tender and Contract Documents for the Construction and Development of Government Facilities and Assets.

1. General

These Special Terms and Conditions form an integral part of the Concession-cum-Development Agreement and shall supersede the relevant clause(s) of the NIT, the conditions of Volume 1 (Instructions and Information to Bidders), and the relevant conditions of the applicable Schedule of Rates (SOR).

Subject to the nomenclature of the items and the specifications set out herein, all works shall be carried out in accordance with the MPUADD / MPPWD SOR, relevant IS Codes, relevant IRC Codes, the CPHEEO Manual, and the National Building Code of India, as read with all corrections, addenda, and amendments issued up to the date of the Notice Inviting Tender (NIT).

Prior to commencement of any work, the Developer shall correlate the nomenclature of items with all relevant architectural and structural drawings to satisfy himself that the information available therein is complete and unambiguous. Written dimensions indicated on the drawings shall be followed at all times; dimensions shall not be scaled from drawings. The Developer shall, at his own cost, submit workshop and fabrication drawings along with samples of work proposed to be performed under the specified items, for the approval of the ISCDL Officer and the Consultant, before commencing mass execution of any item of work.

Any discrepancy discovered in the issued drawings shall be brought immediately to the notice of the ISCDL Officer and the Consultant for a decision before execution of the affected work. The Developer alone shall be responsible for any loss or damage arising from the commencement of work based on erroneous information, and no claim whatsoever shall be entertained on this account.

In the event of any difference or discrepancy in the description of any item or its specifications, the matter shall be resolved in the following order of precedence, and the decision of the ISCDL Officer, in consultation with the Consultant, shall be conclusive, final, and binding on the Developer:

- a. Special Terms and Conditions for Construction and Development of Government Facilities and Assets.
- b. The nomenclature of the item.
- c. Specifications given in the Drawings, Notes for Construction and Development of Government Facilities and Assets, and as directed by the ISCDL Officer in consultation with the Consultant during the course of execution.
- d. The MPPWD / MPUADD Schedule of Rates (SOR).
- e. Technical Specifications for Construction and Development of Government Facilities and Assets, as attached in Volume 3 of this RFP Document.
- f. In case the matter cannot be resolved with the assistance of the above RFP documents, the provisions of the relevant IS Codes shall be relied upon.
- g. In case the matter cannot be resolved with the assistance of any of the above documents, the decision and directions of the ISCDL Officer, in consultation with the Consultant, shall be followed for execution and completion of the relevant item of work.

For any clarification or doubt arising during execution, the ISCDL Officer may organize regular meetings with the

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Developer. The Developer shall attend all such meetings without fail, whenever required. Management Review Meetings shall be held monthly, or at the discretion of the ISCDL Officer, and senior management personnel of the Developer shall be present at all such meetings.

All responsibilities and works to be carried out at the Developer's own cost, as mentioned in these Special Terms and Conditions and in any other section of the RFP Document (Volumes 1, 2, and 3), shall not be evaluated as a kind payment of premium. Only items mentioned in the Bill of Quantities (BOQ) that are executed under the construction and development of Government Facilities and Assets will be evaluated at rates at par with the MPPWD / MPUADD SOR, for the purpose of consideration of kind payment of premium. In case of any ambiguity in this regard, the decision of ISCDL shall be conclusive, final, and binding on the Developer.

The term 'Clause' in these conditions refers to the clause of the Specifications referenced in the NIT. The term 'Table' refers to the relevant table in the Specifications referenced in the NIT.

2. Utilities for Construction and Development of Government Facilities

The Developer shall make his own arrangements for obtaining the electrical connection required for execution of work at his own cost, and shall make all necessary payments directly to the concerned authorities and departments.

The Developer shall make his own arrangements for sourcing water suitable for construction purposes at his own cost. The water proposed to be used for construction shall be tested quarterly at a laboratory approved by the ISCDL Officer, to verify its suitability for construction. All charges for such tests and related arrangements shall be borne by the Developer. In the event that the water is found unsuitable for construction purposes, the Developer shall make alternative arrangements for sourcing water from any other suitable source at his own cost, to the satisfaction of the ISCDL Officer.

3. Site Security and Site Management

The Developer shall, at his own cost, erect galvanized iron (GI) sheet fencing or other approved perimeter fencing around the project site, with entry and exit gates at suitable locations. The security of all workmen, materials, equipment, and stores within the project sites shall be the sole responsibility of the Developer.

The Developer shall take all necessary precautions to prevent accidents by displaying cautionary boards during day and night, speed limit boards, red flags, red lights, and by providing adequate physical barriers. All necessary safety equipment, barricading of the construction site, and safety/cautionary signage shall be compulsorily provided and maintained at the construction site throughout the execution of works. The Developer shall be responsible for all damage and accidents caused to existing or new works as a result of any negligence on his part. No hindrance shall be caused to traffic during the execution of works.

The Developer shall protect all adjoining buildings, structures, and works under execution from fire, and shall make adequate arrangements for fire protection and firefighting at his own cost. If any property is damaged by fire due to the negligence of the Developer, the same shall be made good by the Developer at his own cost, to the complete satisfaction of the ISCDL Officer.

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The Developer shall comply with all safety precautions pertaining to construction works, including those relating to scaffolding, ladders, working platforms, gangways, electric arc and gas welding operations, and the use of hoists and construction machinery. The Developer shall take all preventive measures against damage caused by rain, floods, or any other natural calamity, at his own cost, during the execution of works. The Developer shall be fully responsible for any damage to the Government of Madhya Pradesh (GoMP) property and to all works being carried out under Government Facilities. The Developer shall continue to maintain watch and ward to safeguard GoMP's property in his possession until the same is formally handed over in accordance with the directions of the ISCDL Officer.

The Developer shall take full responsibility for the care of all works, materials, and plant intended for incorporation in the works, from the Appointed Date until the date of issuance of the Final Completion and Handover Certificate for Government Facilities. Upon issuance of such certificate, responsibility for care of the works shall pass to ISCDL / the Concerned Department, as applicable. The Developer shall be responsible for the watch and ward of all buildings and for the safety of all fittings and fixtures, including sanitary and water supply fittings and fixtures, against pilferage and breakage, during the period of installation and thereafter until the Government Facilities and Assets are formally handed over to the concerned department.

In order to achieve the targeted date of completion, the Developer may be required to work in multiple shifts and round the clock at his own cost. The Developer shall provide adequate lighting arrangements, as approved by the ISCDL Officer, for carrying out work during night hours, and shall provide all other necessary facilities for labour engaged in the work, at his own cost, as directed by the ISCDL Officer.

It shall be the responsibility of the Developer to safeguard the project site and to ensure that no illegal encroachments are made within the project site boundaries. The Developer shall arrange manpower for road centreline marking and encroachment management works. Upon completion of the work, or earlier if required by the ISCDL Officer, the Developer shall vacate the project site without any reservation.

Work in Monsoon and Dewatering: The execution of the work may entail working during the monsoon season. The Developer shall maintain adequate labour force as required for the job and plan and execute construction and erection activities in accordance with the prescribed schedule. No special or extra rate shall be considered for works executed during monsoon. The Developer's rates shall be deemed inclusive of all costs of dewatering required, and no extra rate shall be payable on this account.

Roads covered under this contract are located in an urban area; the Developer shall therefore plan and execute works in accordance with the available working front at site. The Developer shall make adequate arrangements for the proper regulation of traffic such that no traffic is permitted on freshly laid PQC / DLC pavement for at least 15 days after laying, and shall simultaneously ensure uninterrupted movement of existing traffic during the progress of work. No extra payment shall be made on this account.

4. Testing and Quality Control

In order to ensure the quality of work during execution, the ISCDL and the Consultant's representative may require samples for mandatory or routine testing of materials. All costs for such samples, including their packaging, conveyance from site to the testing laboratory, and return, shall be borne by the Developer.

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The Developer shall establish and maintain a full-fledged testing laboratory of minimum 40 sq. m. area at the project site, at his own cost, equipped with the following equipment for testing of materials. Test reports and material records shall be maintained at all times in the testing laboratory for inspection by the ISCDL Officer.

Minimum Laboratory Equipment Required at Site Testing Laboratory

S. No.	Name of Equipment / Machinery	Quantity
1	Weighing Balance: (i) 7–10 kg capacity, Semi-Self Indicating type – Accuracy 10 gm. (ii) 500 gm capacity, Semi-Self Indicating type – Accuracy 10 gm. (iii) Pan Balance – 5 kg, Accuracy 10 gm.	01 No.
2	Electrically Operated, Thermostatically Controlled Oven – up to 100°C, Sensitivity 1°C.	01 No.
3	Sieves as per IS 460: • IS Sieves: 450 mm internal dia – sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm – complete with lid and pan. • IS Sieves: 200 mm internal dia (brass frame) – sizes 2.36 mm, 1.18 mm, 500 microns, 425 microns, 300 microns.	01 Set
4	Sieve Shaker – capable of operating 200 mm and 300 mm dia sieves; manually operated with timing switch assembly.	01 No.
5	Equipment for Slump Test – Slump Cone, Steel Plate, Tamping Rod, Steel Scale, Scoop.	01 Set
6	Dial Gauges – 25 mm travel, 0.01 mm / division least count.	01 No.
7	Compression Testing Machine (100 T) – Electrically Operated.	01 No.
8	Graduated Measuring Cylinders – 200 ml capacity.	03 Nos.
9	Enamel Trays for Efflorescence Test (Bricks) – 300 mm × 250 mm × 40 mm.	02 Nos.
10	Circular Plates – 250 mm dia.	04 Nos.
11	Moulds for Concrete Cube Test – 150 mm.	20 Nos.
12	Micrometer Screw Gauge – 25 mm.	01 No.
13	Rebound Hammer for Testing Concrete / Dynamic Penetrometer.	01 No.
14	Moisture Meter for Timber.	01 No.

List of Minimum Requirements of Field-Testing Instruments (Refer Annexure-II, Section 53 of CPWD Works

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Manual, MPPWD, and MPUADD):

S. No.	Name of Instrument	Quantity
1	Steel Measuring Tapes – 3 m, 10 m, 15 m, 30 m, 50 m, and 100 m lengths.	01 No. Each
2	Vernier Calipers.	01 No.
3	Good Quality Plumb Bob.	02 Nos.
4	Spirit Level – minimum 300 mm long with 3 bubbles (horizontal and vertical).	As Required
5	Wire Gauge (Circular Type) Disc.	01 No.
6	Foot Rule.	01 No.
7	Long Nylon Thread.	As Required
8	Rebound Hammer for Testing Concrete.	02 Nos.
9	Dynamic Penetrometer.	02 Nos.
10	Magnifying Glass.	01 No.
11	Screwdriver – 300 mm long.	01 No.
12	Ball Pin Hammer – 100 gm.	01 No.
13	Plastic Bags for Sample Collection.	As Required
14	Moisture Meter for Timber.	01 No.
15	Earth Resistance Tester (for Electrical Division).	As Required
16	Megger (for Electrical Division).	As Required

The quantities and list of equipment specified above represent the minimum requirements. The actual number and list of testing equipment shall be determined by the ISCDL Officer in consultation with the Consultant, based on the quantum of work and the frequency of testing required, and the Developer shall provide the same accordingly.

List of Mandatory Tests for Materials and Works:

Material	Test	Relevant IS Code	Field / Laboratory Test	Min. Qty / Work per Test	Frequency of Testing
Sand	a) Silt Content	IS 2386 Part-I	Field	20 cum	Every 20 cum or part thereof, or more frequently as

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Material	Test	Relevant IS Code	Field / Laboratory Test	Min. Qty / Work per Test	Frequency of Testing
					directed by the ISCDL Officer.
Stone Aggregate	a) Percentage of Soft or Deleterious Material	IS 2386 Part-II	General visual inspection; laboratory test where required.	–	As directed by ISCDL Officer.
Stone Aggregate	b) Particle Size Distribution	IS 2386 Part-I	Laboratory	45 cum	Every 45 cum or part thereof, as directed.
Stone Aggregate	c) 10% Fine Value	IS 2386 Part-IV	Laboratory	45 cum	Initial test and subsequent tests as directed by ISCDL Officer.
Cement Concrete / RCC (not leaner than M15)	Slump Test	IS 1199	Field	15 cum	Every 15 cum or part thereof, or more frequently as directed.
Reinforced Cement Concrete (RCC)	Cube Compressive Strength	IS 456	Field	As per relevant IS Code	As per IS 456.
Steel (if arranged by Developer)	a) Tensile Strength b) Bend Test	IS 1608	Laboratory	As per IS Code	Every 20 tonnes or part thereof, conforming to IS 1786-1985.
Cement (if arranged by Developer)	a) Initial and Final Setting Times	IS 4031	Field	10 tonne	As per IS 4031-1988.
Cement (if arranged by Developer)	b) Compressive Strength of Cement	IS 4031	Field	50 tonne	As per IS 4031-1988.
Bricks	a) Dimensions b) Water Absorption	IS 1077 / IS 3495	Laboratory / Field	As per relevant IS	Every 1,00,000 bricks or part

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Material	Test	Relevant IS Code	Field / Laboratory Test	Min. Qty / Work per Test	Frequency of Testing
	& Efflorescence c) Compressive Strength			Code	thereof.
Brick Tiles	a) Compressive Strength & Dimensions b) Water Absorption	IS 3495	Laboratory	50,000 tiles	Every 50,000 tiles or part thereof; one test per source of manufacture for water absorption.
Marble	a) Moisture Absorption	IS 1130	Laboratory	Cost of Marble work Rs. 10,000	Per Rs. 1,000 of Marble work or part thereof, if required by ISCDL Officer.
Timber	a) Moisture Content	IS 1121-5	Field (moisture meter) / Laboratory (in case of dispute)	1 cum	Every 1 cum or part thereof.
Flush Doors	a) Immersion Test b) Knife Test c) Adhesion Test	IS 2191 / IS 22021	Laboratory	As directed	At the discretion of ISCDL Officer; manufacturer's quality certificate may be accepted, or testing as per IS Code may be required.
Aluminium Door / Window Fittings	Thickness of Anodic Coating	IS 1948	Laboratory	If cost of fittings exceeds Rs. 3,000	Every Rs. 5,000 of fitting value or part thereof, as required by ISCDL Officer.
Mortise Lock	Spring Testing	–	Laboratory	50 Nos.	Every 100 Nos. or part thereof.
Terrazzo Tiles	a) Transverse Strength	IS 1237	Laboratory	2,000 tiles	Every 2,000 tiles or part thereof.

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Material	Test	Relevant IS Code	Field / Laboratory Test	Min. Qty / Work per Test	Frequency of Testing
	b) Water Absorption c) Abrasion Resistance				
White Glazed Tiles	a) Water Absorption	IS 777	Laboratory	3,000 Nos.	Every 3,000 Nos. or part thereof.

Concrete Sampling Frequency

The minimum frequency of sampling of concrete for each grade shall be in accordance with the following:

Quantity of Concrete in Work (cum)	Number of Samples
1 – 5	1
6 – 15	2
16 – 30	3
31 – 50	4
51 and above	4 plus one additional sample for each additional 50 cum or part thereof

Note: At least one sample shall be taken from each shift. Where concrete is produced at a continuous production unit, such as a ready-mixed concrete plant, the frequency of sampling may be mutually agreed between the Developer and the ISCDL Officer.

The Developer shall be required to have all mandatory and other tests, as specified in the technical specifications and IS Codes, carried out on materials and works at an approved laboratory, as directed by the ISCDL Officer. All testing charges and conveyance costs from the site shall be borne by the Developer. The Developer shall also be required to conduct detailed geotechnical investigations, including Safe Bearing Capacity (SBC) determination and bore-log analysis for each block, if so directed by the ISCDL Officer during the course of execution. All charges for such testing and conveyance shall be borne by the Developer.

A minimum of 20% of the prescribed number of tests on materials to be used in the work shall be conducted at a Government Laboratory or a National Accreditation Board for Testing and Calibrating Laboratories (NABL) accredited testing laboratory, as instructed by the ISCDL Officer, at the Developer's cost.

Even ISI-marked materials may be subjected to quality testing at the discretion of the ISCDL Officer. Whenever ISI-marked materials are brought to the site, the Developer shall, if required by the ISCDL Officer, furnish the manufacturer's test certificate or a test certificate from an approved testing laboratory, confirming that the materials satisfy the provisions of the relevant IS Codes. Testing charges shall be borne by the Developer. However,

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cement and steel shall necessarily be tested before the commencement of work and also during execution as per the requirements of the specifications, and shall not be used in the works until test certificates have been obtained and approved by the ISCDL Officer.

The Developer shall conduct satisfactory performance tests of all installations, both individually and as an integrated system, to ensure their proper functioning before the work is finally declared complete and accepted.

The Developer shall carry out detailed surveys and investigations (including soil tests) as may be required for preparation of detailed designs and drawings, at his own cost.

5. Steel

The Developer shall procure steel reinforcement bars of the type TMT-Fe-500D only (Thermo-Mechanically Treated bars), conforming to the relevant IS Codes, from manufacturers such as SAIL, TISCO, VIZAG, RINL, JSW, JSPL, or equivalent manufacturers as approved by the ISCDL Team. Structural steel from primary producers such as TATA, SAIL, or equivalent as approved by the ISCDL Team shall be permitted for use.

The Developer shall obtain and furnish test certificates, in the format prescribed/approved by the Bureau of Indian Standards (BIS), from the manufacturer for every batch/consignment of steel brought to the site. Samples shall also be drawn and tested by the ISCDL Team at the Developer's cost, as per the provisions of the relevant IS Codes. In the event that test results indicate that the steel arranged by the Developer does not conform to the applicable BIS Codes, the same shall stand rejected and shall be removed from the site by the Developer at his own cost within one week of receiving written notice to this effect from the ISCDL Team. All costs of steel, testing charges, and transportation to and from the site shall be borne by the Developer.

- (i) The steel reinforcement shall be stored by the Developer at the project site in a manner that prevents distortion and corrosion, at his own cost. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time, as and when desired by the ISCDL Team.
- (ii) The Developer shall supply, free of charge, such steel as may be required for testing purposes.
- (iii) The actual issue and consumption of steel at the work site shall be calculated and properly accounted for. Theoretical consumption of steel shall be worked out in accordance with the standard procedure and shall be governed by the conditions prescribed therein.
- (iv) Steel brought to site and any steel remaining unused shall not be removed from the site without the prior written permission of the ISCDL Team.

6. Cement

Only ISI-marked Ordinary Portland Cement (OPC) 43 Grade conforming to the relevant IS standards shall be used in the work. Any lot of cement brought to site by the Developer shall be permitted to be used in the work only after satisfactory test results have been received, under the supervision of the Engineer-in-Charge or his authorized representative.

7. Measurement of Works

All works shall be executed and measured in the metric system. The metric dimensions given in the Bill of Quantities, drawings, and other contract documents shall be followed. Dimensions in FPS units, wherever indicated, are for guidance only. The figures shown in the drawings shall be followed at all times.

For the purposes of measurement, the floor level shall mean the top surface of the main structural RCC slab of that floor, and not the top surface of sunken floors in toilets or any other depressed floor areas.

8. Approval of Materials and Samples

All materials, articles, and workmanship shall be of the best quality and kind appropriate to the class described in the Bill of Quantities and specifications. All materials incorporated in the work shall be subject to the approval of the ISCDL Team.

The Developer shall obtain approval from the ISCDL Team for samples of all materials proposed to be used in the work before proceeding with bulk procurement. Bulk procurement shall be undertaken only after obtaining such written approval. Any delay in obtaining sample approvals shall be the Developer's sole responsibility.

The Developer shall submit to the ISCDL Team samples of all materials proposed for use in the work. Samples of materials that affect the aesthetics of the work shall also be approved by the ISCDL Team before procuring bulk supplies. All approved samples shall be preserved and retained in the custody of the ISCDL Team as reference standards until the completion of the work. The cost of such samples shall be borne by the Developer.

Materials to be incorporated in the work shall be arranged by the Developer and shall conform to the relevant specifications, bearing ISI Certification Mark wherever applicable, unless otherwise specified or permitted in writing by the ISCDL Team. Any material prohibited by the ISCDL Team shall not be used in the work. In the case of specific items, materials shall conform to the approved items list enclosed with this document.

In the event that any material or work is found to be sub-standard, the same shall be rejected by the ISCDL Team representative and shall be removed from the site within 48 hours. If the Developer fails to remove the rejected material within this period, the ISCDL Team shall arrange for its removal at the risk and cost of the Developer, without any further notice or extension of time.

The Developer shall construct a sample (mock-up) unit and prepare samples of different activities, complete in all respects, as directed by the ISCDL Team. Such sample units shall be approved by the ISCDL Team before the commencement of mass execution of the respective activity.

The quantity of manufactured sand shall be as per MPPWD order No. /Sanchar/PWD/2016/1302, Bhopal, dated 28.04.2016 (attached to the Tender Document).

The selected Bidder shall submit mix designs for M-40 (PQC), M-20, and DLC with the materials proposed for use during construction work, from a Government / semi-Government engineering or polytechnic college or NABL-accredited laboratory, before commencing work at site. All expenses shall be borne by the Developer.

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The selected Bidder shall submit structural designs and drawings for culverts / bridges from a Government / semi-Government engineering or polytechnic college before commencing work at site. All expenses shall be borne by the Developer.

9. As-Built Drawings, Documentation and Site Records

Upon Final Handing Over and Transfer, the Developer shall deliver to the ISCDL Team, or their authorized representative, all relevant records, plans, documents, and reports pertaining to the Government Facilities and Assets, including their design, engineering, and construction, along with all Applicable Permits obtained. The Developer shall also deliver programmes and manuals related thereto, and eight (8) complete sets of duly certified as-built drawings, plans, and as-installed / as-laid line diagrams of all services including water supply, sewerage, storm water drainage, power supply, telecommunication lines, firefighting systems, etc. Additionally, two (2) sets of the foregoing shall be provided in appropriate electronic formats on CD / DVD on or before the handover date. The Developer shall submit completion drawings (As-Built Drawings) for all work carried out. For works done and covered underground, it is essential to prepare the As-Built Drawing as soon as the work is complete and before backfilling.

Drawings shall be prepared in digital format using AutoCAD. Completion drawings showing the cross-section of roads with all utilities, road plan, inspection chambers, rainwater catchpits, longitudinal sections (L-sections) of roads, etc., shall be submitted along with each Running Account bill for all works carried out during the billing period.

Completion drawings shall provide adequate data to enable precise identification of the location of all systems in the ground at a later date by any other person. The drawings shall also provide data relating to material, class, and size of lines, depth in ground, invert levels, and chamber levels. Details shall be provided chainage-wise in full, and the plan layout of roads with cross-sections and L-sections shall be updated and submitted along with each bill. Two hard copies of all drawings shall also be submitted along with the soft copy.

At the time of Final Handing Over and Transfer, the Developer shall also prepare and submit instructions, and operation and maintenance manuals, including copies of all warranty and guarantee certificates, for the use, operation, and maintenance of all plant, equipment, installations, and other works such as waterproofing and anti-termite treatment that form part of the Government Facilities and Assets. Such instructions and manuals shall be submitted in eight (8) sets, comprising the following:

- (i) Description of the Assets and Facilities.
- (ii) Operating Instructions.
- (iii) Maintenance Instructions, including procedures for Preventive Maintenance.
- (iv) Manufacturer's Catalogues.
- (v) Spare Parts List.
- (vi) Troubleshooting Charts.
- (vii) Related Drawings.
- (viii) Type and Routine Test Certificates for Major Items.

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The following shall additionally be submitted on completion:

- Periodical service and measurement books.
- Road Register.
- All Operation and Maintenance Manuals.
- All statutory approvals from State / Central Government / Local Bodies / Owners as required for completion and handover of work.
- All test certificates from manufacturers and tests conducted at site and by external agencies.

Site Documents: The following site documents shall be maintained by the Developer at site at all times:

- (I) Copy of contract documents and drawings.
- (II) Computerized bill formats.
- (III) Site Order Book.
- (IV) Material testing registers / Quality Inspection Reports.
- (V) Measurement books in computerized format.
- (VI) Progress bar chart.
- (VII) Sample approval register.
- (VIII) Work Diary.
- (IX) Cement consumption register.
- (X) Reinforcement registers.
- (XI) Concrete cube test register.
- (XII) Slump test register.
- (XIII) Silt content and sand bulmage register.

All Running Account bills and the Final Bill shall be submitted in both hard and soft copy.

Public Awareness / Information Display: The Developer shall, at his own cost, arrange to provide, erect, and maintain necessary display boards and/or banners as directed by ISCDL officials at selected points of the project site, providing such information as considered necessary for public awareness and information.

Supply of Colour Record Photographs: The Developer shall, at his own cost, arrange to take colour photographs at various stages and facets of the work, including interesting and novel features of the work, as directed by the ISCDL officials. Two copies of colour record photographs, mounted in albums including negatives, with specifications, shall be supplied to the Employer for record. The Developer shall periodically take photographs and/or videos of the site prior to commencement of work, during construction, and after completion of work, as directed by the ISCDL Team, and shall submit the same in soft and hard copy at his own cost.

10. Site Offices and Facilities

The Developer shall provide and maintain office space for ISCDL/GoMP use, constructed at his own cost, in accordance with the usage requirements of the ISCDL Team.

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The Developer shall arrange, at his own cost and at an appropriate location within the project site, porta-cabin site office accommodation of the required size (minimum 20 ft × 10 ft – 01 No.) for ISCDL's staff. The accommodation shall be furnished with good quality office furniture and amenities as directed by the ISCDL Team. The Developer shall also provide telecommunication facilities, LAN cabling, and other required amenities as directed by the ISCDL Team, and shall operate and maintain all such premises to a high standard at his own cost.

The site office provided for ISCDL's staff shall be equipped with computer and IT facilities, provided by the Developer at his own cost, with the following minimum configuration, together with printers, plotters, and photocopiers:

- Processor: Core i5, 13th Generation, 3.10 GHz – 1 No.
- RAM: 8 GB (minimum), with 500 GB SSD Hard Drive.
- Mouse, Keyboard, Modem.
- Colour Printer.
- High-Speed Broadband Internet Connection.
- Digital Camera with Data Transfer capabilities.
- Latest versions of software including AutoCAD, Primavera / MS Project, MS Office, Photoshop, and other relevant applications.
- Display Boards.

The Developer shall, at his own cost, provide and maintain all necessary survey instruments on the project site, including a Total Station and Auto Level, along with full-time qualified technical personnel capable of operating such instruments, to facilitate and obtain information as required by the ISCDL Team.

The scope of survey works shall include: conducting detailed topographic surveys; establishment and verification of benchmarks and Reduced Levels (RL); preparation of survey drawings and contour plans; and setting out of all works as per approved designs. The Developer shall carry out all pre-construction, during-construction, and post-construction surveys, maintain complete survey records, and submit data and drawings as required by the Engineer-in-Charge / ISCDL. All survey works shall be executed with the accuracy required by applicable standards. The Developer shall be fully responsible for the correctness of all survey data, levels, and alignments, and any errors shall be rectified at no additional cost.

If required and directed by the ISCDL Team, the Developer shall, at his own cost, arrange site visits for his personnel and ISCDL Officers to various locations / manufacturing plants within or outside the project area, for the purpose of verifying the quality of materials at the manufacturer's premises.

The project site shall have a full-fledged testing laboratory as specified in Clause 4 above. The Developer shall use H-frame scaffolding and steel/plywood shuttering for beams and columns as instructed by the ISCDL Team.

11. Special Conditions for Road Works

All road works shall be carried out in strict accordance with the latest edition of MoRTH Specifications for Road and Bridge Works and the applicable IRC Codes.

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The contract rates shall, unless otherwise specified, include compliance with the supply and execution requirements listed in Clause 114 of the IRC Specifications for Road and Bridge Works (Fifth Edition) for all operations detailed in the relevant sections under 'Rates'. Rates shall include the element of traffic management as provided in the specifications. The working area shall be barricaded with MS boards, radium-painted with the name of the project. These rates also include repairs to potholes with the same material as the existing road surface and earth/kachcha portions with hard moorum/GSB for smooth traffic diversion. No extra payment shall be made on this account.

Rates shall also include the proposed top levels of the road including all necessary details and levels of existing roads, working drawings showing complete details of proposed items such as medians, intersections, excavations, crust compositions, treatment of crust at junctions with existing roads/approaches of abutting properties, camber of road at junctions/rotaries, etc., including culverts, minor bridges, and retaining walls. Rates shall also include the design and drawings for shifting of electrical lines, poles, transformers, etc. Designs and drawings shall be submitted to the Consultant for approval and copies simultaneously forwarded to the Engineer-in-Charge.

The top layer of Black Cotton (BC) soil shall be removed to the required level, and the subgrade shall be compacted to a minimum of 97% of Maximum Dry Density (MDD) using soil compactors and vibratory rollers.

Dry Lean Cement Concrete (DLC) sub-base and Cement Concrete Pavement (PCC) works shall be executed as per MoRTH Clause 601 and 602 (as applicable). The use of a slip-form or fixed-form paver for laying and compacting Cement Concrete Pavement shall be as per site conditions. Contraction joints shall be provided at 4.50 m intervals. Dowel bars shall be provided in contraction joints of main carriageways and tie bars in longitudinal joints, as per IRC Codes. All joints shall be sealed with appropriate sealant approved by the Engineer-in-Charge.

In case PQC and DLC are laid without the use of a paver equipped with an electronic sensor, deductions shall be applied as per MPPWD SOR & MPUADD SOR.

The Developer shall arrange proper illumination for PQC and DLC works (with DG set).

Disintegrated rock (moorum) shall not be permitted for use in GSB or Crusher Run Macadam (CRM) items.

The surface regularity of the completed subgrade, sub-base, base courses, and widening surfaces in the longitudinal and transverse directions shall be within the tolerances indicated in Table 900-1; Clause 902 shall apply for checking and verification.

No additional payment shall be made for any surface preparation after excavation at site. The Developer shall achieve the required compaction and profile as per the approved levels. Excavated material shall be spread and dressed within the project site or at nearby locations, up to a distance of 5 km, at the Developer's own cost and as directed by the ISCDL Team.

No payment shall be made for dismantling of bridges or culverts. All dismantled materials shall be the property of the Developer. The Developer shall quote rates accordingly.

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All RCC pipes shall conform to the latest edition of IS 458 and shall bear the ISI mark. Pipes shall be of Socket and Spigot type only. The Developer shall produce the relevant certificate in support of this requirement.

All Cement Concrete (CC) and Reinforced Cement Concrete (RCC) works shall be carried out through a dedicated RMC (Ready Mixed Concrete) Batching Plant exclusively for this project. The plant shall be approved by the Engineer-in-Charge before commencement.

The Developer shall submit third-party test results for concrete and other materials from a NABL-accredited laboratory at a rate of 10% of the required test frequency. Core tests of DLC and PQC shall be conducted at the instruction of the Engineer-in-Charge by a third party, and all charges for such testing shall be borne by the Developer.

The Developer shall submit details of paid royalties for all materials used in construction along with the Final Bill. Royalty amounts shall be withheld in each Running Account bill and released upon submission of the relevant documents.

Repairing of damaged pipelines or laying of new lines (water supply / sewer) required during the course of works shall be within the scope of the Developer. Payment shall be made as per the tender rate on SOR items.

Cutting of Trees:

- (I) Permission for tree cutting for the area for Government Facilities shall be obtained by ISCDL from the Competent Authority.
- (II) All timber and other cutting material shall be the property of ISCDL. The cost of cutting/ rehabilitation/ transportation of such material (as per ISCDL's instructions) shall be borne by the Developer. The Developer shall quote rates accordingly.

12. Special Conditions for Electrical Works

The estimate and working drawings for the entire electrical works shall be approved by the Developer from the concerned M.P. Vidyut Vitran Co. Ltd. prior to commencement of execution. All electrical lines, sub-stations, and associated electrical works shall be installed by the Developer after obtaining the necessary shutdown permissions, if required, from M.P. Vidyut Vitran Co. Ltd. The Developer shall obtain all necessary permissions from State/Central Government or other relevant departments, as applicable, before and during the execution of electrical works. The Developer shall, at his own cost, be fully and solely responsible for insurance of his work, materials, and construction activities.

The Developer shall comply with all safety precautions as required under the rules and regulations of the Indian Electricity Act, M.P. Licensing Board, M.P. Vidyut Vitran Co. Ltd., and all concerned Central Government and State Government departments. The Developer shall be solely responsible for the safety of his working staff, employees, and directly or indirectly employed labourers, as well as for any accident or damage caused to any person or property during the course of execution of the works until formal handover to M.P. Vidyut Vitran Co. Ltd. or any other concerned department, as applicable. No officer, employee, or consultant of ISCDL shall be responsible for any such accident or damage during the period of execution or thereafter.

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All materials supplied and installed shall be of the best quality and strictly from approved makes, as approved by the ISCDL Officer. The ISCDL Officer reserves the right to have any or all items tested at the Developer's cost at any Government Laboratory (CPRI / NABL / ERDA, etc.) or approved private laboratory of national or local standing. The quality of all items shall conform to the relevant IS specifications or as described in the applicable Bill of Materials items. Samples of all materials, as required, shall be approved by the ISCDL Officer prior to installation and execution of work. Sample approval or rejection decisions on any parameter shall be binding on the Developer, and ISCDL shall not be bound to provide reasons for such decisions. The Developer shall arrange testing of any material parameter at site, at approved laboratories, or at the factory, at his own cost, including all costs of travel and accommodation for the inspection team. To ensure the genuineness of all materials installed, the Developer shall purchase all materials of approved make through authorized agents or representatives of approved manufacturers. If required by the ISCDL Officer, the Developer shall produce original purchase invoices and submit photocopies thereof, along with original certificates from the manufacturer confirming the genuineness of the materials supplied and installed.

The drawings issued with the RFP Document are diagrammatic and indicative, showing the general arrangement of various components of the systems and the extent of work. The actual works to be carried out shall be as per the approved Good-for-Construction drawings, which may vary to any extent. Quantities given in the tender may vary, and some items may not be executed at all, depending on actual site conditions and/or the requirements of M.P. Vidyut Vitran Co. Ltd. The Developer shall have no claim on this account.

The Developer shall prepare detailed working drawings, shop drawings, and fabrication drawings based on the General Arrangement drawings/guidelines and in accordance with the relevant standards, specifications, site conditions, applicable rules, and laws. He shall obtain prior approval for these drawings from the Competent Authorities/concerned departments and the ISCDL Officer before commencing any such work.

Upon completion of all electrical works, test reports shall be submitted to the Competent Authorities of M.P. Vidyut Vitran Co. Ltd. and the M.P. Licensing Board, as well as to the ISCDL Officer. A No Objection Certificate (NOC) shall be obtained from the M.P. Licensing Board and submitted to the Competent Authorities of M.P. Vidyut Vitran Co. Ltd. Necessary statutory fees (Government Fees) for the charging of the works shall be paid by ISCDL.

The Developer shall arrange for the entire electrical work to be energized and the complete external electrification works, including the lighting installation, shall be handed over to M.P. Vidyut Vitran Co. Ltd. or such other concerned department as applicable, as per the instructions of the ISCDL Officer.

The electrical sub-Developer engaged for the works shall hold an 'A' Class License from the office of the Chief Electrical Inspector having jurisdiction over the area in which the work is executed. The sub-Developer shall appoint licensed electrical supervisors and wiremen to carry out all HT and LT electrification works.

13. Special Conditions for Plumbing Works

The Developer shall employ a competent, fully licensed, and qualified plumber for all plumbing and sanitary installations, in accordance with the approved drawings and specifications. The licensed plumber shall be available on site at all times to receive instructions from the ISCDL Officer in the day-to-day execution of plumbing and

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sanitary works, throughout the duration of the plumbing and sanitary works contract.

Upon completion of the plumbing and sanitary installation, a certificate shall be furnished by the Developer, countersigned by the licensed plumber under whose direct supervision the installation was carried out. This certificate shall be in the format required by the ISCDL Officer.

14. Change of Scope

The ISCDL Officer reserves the right to change the location of the project site for the construction of Government Facilities to any location within or outside the Indore planning area and its surroundings, at one or more locations. The Developer shall be bound to execute the project at such revised locations at rates at par with the MPPWD / MPUADD SOR. No claim whatsoever by the Developer shall be entertained on this account.

The Drawings and Bill of Quantities attached with the RFP are tentative and subject to revision based on site conditions during execution. The Developer shall have no claim whatsoever on account of any changes in drawings at any stage during execution.

If, for any reason, any part of the site is temporarily unavailable for a portion of the work, the agreed construction schedule shall be suitably revised and the Developer shall diligently divert his personnel and materials to utilize them appropriately and productively. No claim for damages shall be entertained on this account. However, the Developer shall be entitled to an extension of time for completing the affected works, as deemed appropriate by the ISCDL / Nodal Officer. The Developer shall also not be entitled to any compensation for any loss suffered by him:

- a. On account of delay in commencing the works by the Developer.
- b. On account of reduction in or change of the scope of work.
- c. On account of suspension or abandonment of work after award of the contract.

***Note:** The quantities indicated in the Bill of Quantities may vary to any extent, and the Developer shall not be entitled to any claim on account of such variations. Actual work executed shall be evaluated as per the terms of this RFP Document.*

ISCDL reserves the right to increase, decrease, or otherwise change the scope of work for the construction of Government Facilities.

15. Compliances

All works shall be carried out in full compliance with the requirements of the relevant bye-laws of the local body having jurisdiction over the area in which the work is executed, and in accordance with the applicable specifications, conditions of the Concession-cum-Development Agreement, approved drawings, and as directed by the ISCDL Officer.

The Developer shall comply with all proper and lawful orders and directions issued by local or public authorities or

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municipal bodies, and shall abide by their rules and regulations. The Developer shall pay all fees and charges that may be levied in this connection.

The Developer shall give due notice to Municipal, Police, and/or other authorities as required under applicable laws and regulations, and shall obtain all requisite licenses for temporary obstructions or enclosures and pay all charges that may be levied on account of his execution of works under the agreement, at his own cost.

The Developer shall be responsible for compliance with all statutory provisions relating to deductions and contributions towards Employees' State Insurance (ESI), Provident Fund (PF), and any other levies and taxes, including Goods and Services Tax (GST), which shall be borne by the Developer at his own cost.

The Developer shall comply with the applicable Minimum Wages Act and shall produce all relevant records to the ISCDL Officer or any statutory authority as and when required. The ISCDL Officer shall not hold any responsibility for any lapses by the Developer in this regard.

16. List of Approved Brands and Makes — Civil Works

S. No.	Item	Approved Makes
1	Grey Cement	Ultratech, ACC, Birla, Mycem, JK, or equivalent make as approved by ISCDL Officer.
2	White Cement	JK, Birla, or equivalent make as approved by ISCDL Officer.
3	High Corrosion Resistant TMT Reinforcement Bars (Fe-500D, Hot Rolled Deformed Bars, Thermo-Mechanically Treated)	Conforming to relevant IS Codes — TISCO, SAIL, RINL, VIZAG, JSW, JSPL, TATA, Moyra, or equivalent make as approved by ISCDL Officer.
4	Concrete Admixtures	Fosroc, CICO-TL, Sika, or equivalent make as approved by ISCDL Officer.
5	Flush Doors	Green, Duro, Century, or equivalent make as approved by ISCDL Officer.
6	Plywood / Block Board	Anchor, Green, Century, Duro, or equivalent make as approved by ISCDL Officer.
7	Pre-Laminated Particle Board	Novapan, Archidlam, Century, Green, or equivalent make as approved by ISCDL Officer.
8	Laminates	Century, Greenlam, Formica, Merino, or equivalent make as approved by ISCDL Officer.
9	Vitrified Tiles	Kajaria, AGL, Somany, Simpolo, Varmora, or equivalent make as approved by ISCDL Officer.
10	Ceramic Tiles	Kajaria, AGL, Somany, Simpolo, Varmora, or equivalent make as approved by ISCDL Officer.
11	Anti-Skid Tiles	Kajaria, AGL, Simpolo, Varmora, Somany, or equivalent make as

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S. No.	Item	Approved Makes
		approved by ISCDL Officer.
12	Tile and Stone Fixing Adhesive	Saint-Gobain, BAL, Karkquall, or equivalent make as approved by ISCDL Officer.
13	All Paints, Primers, Oil Bound Distemper, and Synthetic Enamel	Asian Paints, ICI, Nerolac, Berger, JSW, or equivalent make as approved by ISCDL Officer.
14	Waterproof Exterior Paint	Asian Paints, ICI, Nerolac, Berger, JSW, or equivalent make as approved by ISCDL Officer.
15	Float Glass	Modi Guard, Saint-Gobain, Asahi, or equivalent make as approved by ISCDL Officer.
16	Waterproofing Compound / Agency	Fosroc, Zycoseal, Pidilite, or as approved by ISCDL Officer.
17	Anti-Termite Treatment Agency	As approved by ISCDL Officer.
18	Anodized Aluminium Fittings	Jindal, Indal, Hindalco, or equivalent make as approved by ISCDL Officer.
19	Hinges	Ebco, Flora, Dorma, Hafele, Hettich, or equivalent make as approved by ISCDL Officer.
20	Bricks / Autoclaved Aerated Concrete (AAC) Blocks	Best quality fly ash bricks / AAC blocks as approved by ISCDL Officer.
21	Sand	Narmada sand as approved by ISCDL Officer.
22	Coarse Aggregate	Best quality locally available stone aggregate from cone crusher, as approved by ISCDL Officer.
23	Locks	Godrej, Hafele, Hettich, Harrison, or equivalent make as approved by ISCDL Officer.
24	Door Fittings	Dorma, Geze, Ebco, Kich, or equivalent make as approved by ISCDL Officer.
25	Sanitary Ware	Kohler, Duravit, Jaquar, Queo, or equivalent make as approved by ISCDL Officer.
26	Bath Fittings	Kohler, Grohe, Jaquar, or equivalent make as approved by ISCDL Officer.
27	Aluminium Composite Panel (ACP) Sheet	Alstrong, Alcobond, Alcopan, or equivalent make as approved by ISCDL Officer.
28	Gypsum Board	As approved by ISCDL Officer.
29	Polycarbonate Sheet	As approved by ISCDL Officer.
30	Colour-Coated Sheet	Tata, JSW, or equivalent make as approved by ISCDL Officer.

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S. No.	Item	Approved Makes
31	GI Pipes	Tata, Jindal, Swastik TT, or approved equivalent as approved by ISCDL Officer.
32	CPVC Pipes and Fittings	Astral, Supreme, Prince, or equivalent make as approved by ISCDL Officer.
33	PVC Pipes and Fittings	Finolex, Prince, Supreme, Astral, Kisan (Classic), or equivalent make as approved by ISCDL Officer.
34	PVC Nahani Trap	Finolex, Supreme, Prince, or equivalent make as approved by ISCDL Officer.
35	SS Pipe — 304 Grade	Kich, Jindal, or as approved by ISCDL Officer.
36	Aluminium Panel Sun Louvres	Hunter Douglas India Pvt. Ltd., or equivalent make as approved by ISCDL Officer.
37	uPVC Windows	Fenesta, Saint-Gobain, Prominace, Koemmerling, or equivalent make as approved by ISCDL Officer.

Note: This is a general indicative list of approved makes and brands for materials to be used by the Developer. The specifications mentioned in the Bill of Quantities shall take precedence over this list. The Developer shall obtain prior written approval from the ISCDL Officer for the make and type of each material before commencement of work. The decision of the ISCDL Officer regarding the use of any material listed above or in the Bill of Quantities, or any approved equivalent, shall be final and binding on the Developer.

If the Developer wishes to propose an alternative material not listed above or not suggested by the ISCDL Officer, whether for reasons of economy or better quality, the Developer shall submit the name of the proposed alternative, along with detailed specifications, a product catalogue, price list, and samples, for the approval of the ISCDL Officer. All necessary tests shall be carried out at the Developer's own cost, and test reports shall be submitted to the ISCDL Officer.

ISCDL reserves the right to permit or reject the use of any alternative material proposed by the Developer, without being required to provide reasons for such decision. The Developer is bound to abide by the decision of the ISCDL Officer in this regard.

17. List of Approved Brands and Makes — Fire Fighting and Fire Alarm System

S. No.	Item	Approved Makes
1	Fire Pumps – Electrically Driven	Kirloskar Bros. Ltd. / Mather & Platt
2	Fire Pumps – Diesel Driven	Kirloskar Bros. Ltd. / Crompton Greaves
3	MS ERW Pipes	Jindal (Hisar) / Tata / Surya Roshni / Zenith / Metalman
4	Pipe Fittings	Approved quality and make.
5	Butterfly Valves	Audco / Kor Valve / Zoloto
6	Non-Return Valves	Audco / Kor Valve / Zoloto / Hawa

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S. No.	Item	Approved Makes
7	CI Gate / Sluice Valves	Audco / Kor Valve / Zoloto
8	Ball Valves (Screwed End)	Audco / Kor Valve / Zoloto
9	Pressure Switch	Indfos / Danfoss / Delta Control
10	Pressure Gauge	H. Guru / Pricol / Fiebig
11	Anti-Corrosive Material	IWL / Pyptok / Tikki
12	Hydrant Valves	Newage / Winco / Omax / Supermax
13	Branch Pipe with Nozzle	Newage / Winco / Omax / Supermax
14	Hose Box / Fire Duct Shutter	Approved quality and make.
15	Fire Extinguishers	Safex / Safetec / Kanex / Terminator

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➤ **Schedule B; Annexure 4–Government Facilities Project Phasing & Milestones**

1. Developer is required to achieve project progress milestones so as to achieve the completion of construction and development of all the following Government Facilities by the Construction Completion Date
2. The Developer shall prepare the Master Project Schedule for implementation of the Government Facilities so that he is able to achieve these project progress milestones and with an objective to achieve timely completion of the Government Facilities by the Construction Completion Date
3. On the event of failure on the part of developer to achieve any of the Project Progress Milestones provided herein the developer is required to pay liquidated damages as provided in the Clause 16 of the Concession-cum-Development Agreement, which will be payable at every default of project progress mile-stones.
4. Bidder shall have to assess the project site and based on the understanding shall prepare the master Project Schedule fulfilling the Milestones.
5. Project Progress Milestones for Infrastructure Development Works at MOG Lines Land Parcel -1 are as hereunder:

S. No.	Milestone	Timeline	Cumulative Progress of Construction of Govt. Facilities (%)	Scope of Work
1	MILESTONE 0 Design & Drawing Submission	Within 30 Days from the Date of Acceptance of LOA	-	Detailed Engineering Design, Working Drawings, Structural Calculations, Material Specifications, Method Statements
2	MILESTONE I Initial Works Phase	3 Months from Date of Execution of Development Agreement (90 Days)	25%	<ul style="list-style-type: none"> • Cement Concrete Road Pavement (18m, 9m, 12m, 15m, 7.5m, 6m wide) • Underground Water Supply Pipeline Network. • Underground Electrification Duct & Pipeline • Storm Water Drainage Line • Sewer Line Network • OFC (Optical Fiber Cable) Pipeline
3	MILESTONE II Intermediate Works Phase	6 Months from Date of Execution of Development Agreement (180 Days)	50%	<ul style="list-style-type: none"> • Continuation of Civil Infrastructure Works: <ul style="list-style-type: none"> - Road Work (All Widths) - Water Supply Pipeline Network and OHT Water tank ,Sump Tank and Fire Sump Tank - UG Electrification Duct Network - Storm Water Drainage System - Sewer Line Network - OFC Pipeline Installation Religious Structure Construction
4	MILESTONE III	9 Months from	75%	<ul style="list-style-type: none"> • Completion of Core Infrastructure

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S. No.	Milestone	Timeline	Cumulative Progress of Construction of Govt. Facilities (%)	Scope of Work
	Advanced Works Phase	Date of Execution of Development Agreement (270 Days)		(Refer Milestone II) <ul style="list-style-type: none"> • Religious Structure Construction • Garden Development Works (Horticulture) • Footpath Paver Installation • Community Hall Construction • Boundary Wall & Colony Main Gate
5	MILESTONE IV Project Completion	12 Months from Date of Execution of Development Agreement (365 Days)	100%	<ul style="list-style-type: none"> • Completion & Commissioning of All Works: <ul style="list-style-type: none"> - Roads, Water Supply, Drainage Networks - Electrification & OFC Infrastructure - Religious Structures - Garden Development & Landscaping - Community Hall (Fully Furnished) - Boundary Wall & Main Gate - All Allied & Ancillary Works

6. Indicative schedule of removal of encumbrances shall be shared separately.

Note: The Physical progress in terms of percentage completion of Works shall be construed as the Financial Progress across all components.

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➤ **Schedule B; Annexure 5 – Bill of Quantities (BOQ) for Government Facilities**

[Bill of Quantities (BOQ) for Government Facilities and Assets have been Specified separately in Vol-3 of RFP Document]

In case of any discrepancy in the Rates mentioned in Bill of Quantities, Rates mentioned in relevant MPUADD SOR/ MPPWD SOR shall prevail.

GST as applicable, from time to time will be evaluated additionally over and above the evaluation of works and will be adjusted. Payment of GST in time shall be responsibility of developer.

The developer shall be bounded to execute the work as directed by Nodal officer / ISCDL. The quantities mentioned in BOQ may vary to any extent. No extra rate / compensation / claim shall be payable for extra / less quantity of any items. Any work / item which is not mentioned in BOQ and not included in MPUADD / MPPWD SOR may be required for execution, shall be executed by the developer as per direction of Nodal Officer. The rates of any work / item executed, which is not included in SOR and BOQ, shall be derived on the basis of actual market rate as per the NBC / CPWD rate analysis procedure. The rate analysis shall be prepared and submitted by Developer and it shall be approved by ISCDL.

➤ **Schedule B- Annexure 6 – Scope of Defect Liability Period for Government Facilities**

& Assets

The Defect Liability Period for the Government Facilities and Assets shall be five (5) years from the date of issuance of the Final Completion and Handover Certificate for the Government Facilities, or any part thereof. During this period, the Developer shall be required to rectify all defects in the Government Facilities and Assets at his own cost.

Scope of Work during the Defect Liability Period

The scope of work to be carried out by the Developer during the Defect Liability Period shall be as follows:

- (i) Removal and rectification of all defects observed during this period in all permanent structures, building services, infrastructure, and other assets and facilities, complete in all respects.
- (ii) Any defect, shrinkage, or other fault appearing in the works during the Defect Liability Period due to defective or improper materials or workmanship shall, upon receipt of written notice, be made good by the Developer at his own expense. In the event of default by the Developer, the same shall be made good by ISCDL / GoMP at the Developer's expense, to be adjusted from the Security Deposit held for the Defect Liability Period of Government Facilities. Any delay or inconvenience caused by non-compliance during this period shall be assessed by the ISCDL Officer, and penalties not exceeding Rs. 1,00,000/- (Rupees One Lakh Only) per month may be imposed for the period of non-compliance. The balance of the Security Deposit for the Defect Liability Period of Government Facilities shall be released by ISCDL at the end of the Defect Liability Period upon submission of a 'No Claim' certificate by the Developer, duly certified by the Nodal Officer.
- (iii) The Developer, his agents, workers, and representatives are required to individually possess a valid identity card or pass issued by ISCDL. Such identity card or pass shall be presented to security staff upon entry into or exit from restricted areas, and may be checked at any time within restricted areas.
- (iv) The Developer, or his representative of at least Manager / Engineer level, shall meet with the ISCDL nominated officer once each day and shall attend the ISCDL office whenever called upon to do so.
- (v) If any item is found to have manufacturing defects, the Developer shall replace the same at his own cost. If any item is damaged by other means, the fixtures or fittings shall be provided by the concerned department and installed by the Developer at his own cost.
- (vi) The Developer shall conduct testing of the firefighting system every six (6) months to verify its continued suitability and functionality.
- (vii) Any defects observed in the waterproofing and anti-termite treatment works of the Government Facilities and Assets shall be rectified immediately by the Developer at his own cost.

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- (viii) All rectification and remedial works for defects shall be carried out at the Developer's own cost, in compliance with the Technical Specifications and approved drawings and plans, or as directed by the ISCDL Officer. Such works shall be carried out in compliance with the provisions of the Madhya Pradesh Bhumi Vikas Niyam 2012, the applicable Development Plan and any amendments thereto, and any other applicable government regulations.
- (ix) Materials to be incorporated in all rectification and remedial works shall be arranged by the Developer and shall conform to the Technical Specifications, bearing ISI Certification Mark, unless otherwise specified or permitted in writing by the Nodal Officer.

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SCHEDULE C – COMPENSATORY LAND PARCEL

➤ SCHEDULE C; ANNEXURE 1 – DETAILS OF COMPENSATORY LAND PARCEL

Details of Block No. 16	
Particulars	Description
Ground Coverage: Block No. -16 (Area in sqm)	941.00
Permissible built-up area (Built-up Area in Sqm)	9,221.00
Permissible Use	Resi - Commercial
Dimensions of the Block	30.15m * 31.19m

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➤ SCHEDULE C; ANNEXURE 2 - TENTATIVE SITE PLAN OF COMPENSATORY LAND PARCEL

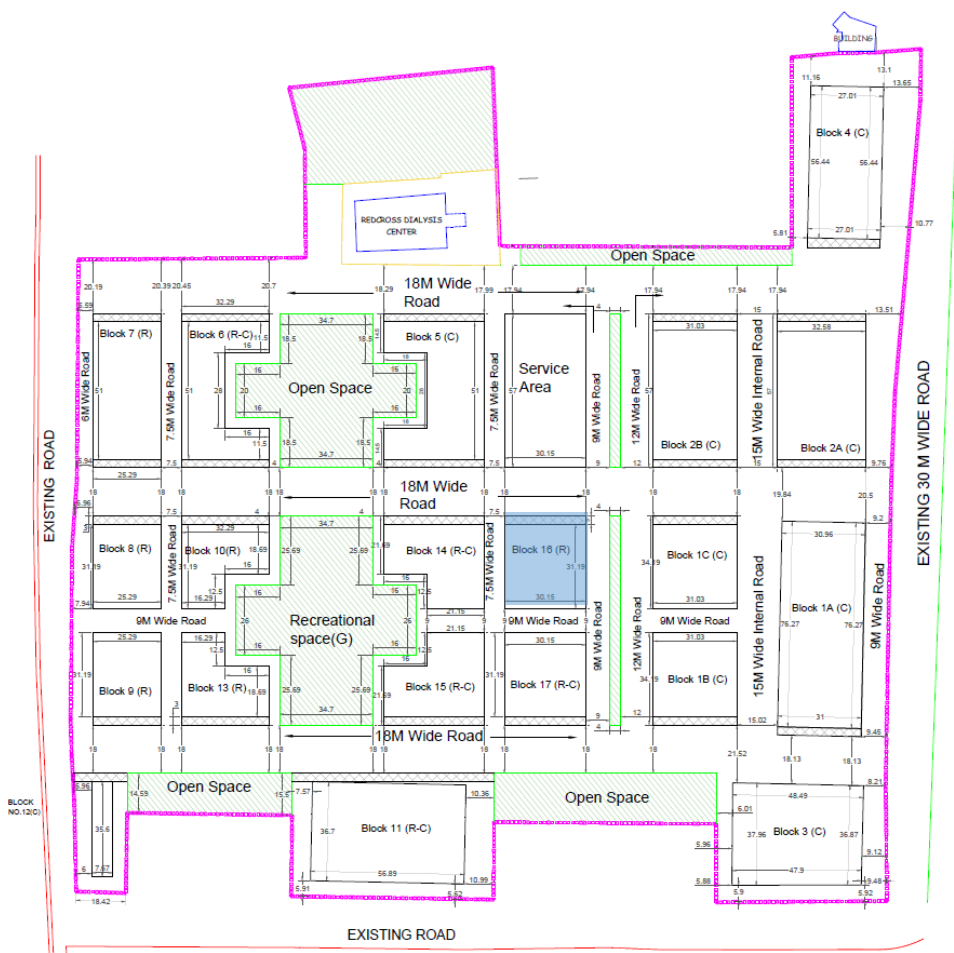


Figure: Layout Plan - Block No. 16 Location

➤ **SCHEDULE C; ANNEXURE 3 – USE OF COMPENSATORY LAND PARCEL**

Subject to the terms of this Concession-cum-Development Agreement, the Deed of Conveyance for the Compensatory Land Parcel executed between the Chief Executive Officer, Indore Smart City Development Limited, Indore and the Developer (Successful Bidder) in the format provided in Volume-2, Section-2 herein, the Applicable Laws and the Applicable Permits, the Developer shall be vested with ownership rights over the Compensatory Land Parcel. The scope of Development Works on the Compensatory Land Parcel (hereinafter referred to as the “Development Works on Compensatory Land Parcel”) as set out herein below is purely indicative and non-mandatory in nature, and is provided only for illustrative purposes. The Developer shall have the sole and absolute discretion to determine the nature, extent, phasing, and execution of any such Development Works on the Compensatory Land Parcel, and may, at its option, undertake, modify, defer, or choose not to undertake any part of the indicative scope, in full or in part, without any obligation or liability, subject always to compliance with Applicable Laws and Applicable Permits. Developer will be provided with land-ownership rights on the Compensatory Land Parcel (CLP) after execution of the Deed of Conveyance as per the Terms of this Concession-cum-Development Agreement.

1. The Developer is free to Design, Construct, Develop, Operate and Maintain the Development works on the CLP along with along with right to dispose the assets in the development works on the CLP after execution of Deed of Conveyance as per the Terms set out in Concession-cum-Development Agreement and Deed of Conveyance for the CLP. Provided that Developer adheres to the prevailing Development Controls and Building Bye Laws of Directorate of Town and Country Planning and Indore Municipal Corporation and considering provisions of The Madhya Pradesh Bhumi Vikas Rules 2012, applicable Indore Development Plan and any other regulation in force.
2. The Developer shall be permitted to use the CLP exclusively for the Building and Land Use in accordance with the applicable Indore Development Plan, Madhya Pradesh Bhumi Vikas Rules and as directed by Directorate of Town and Country Planning.
3. The Maximum Permissible FAR which the Developer can use on the CLP, shall be as per provisions of the Madhya Pradesh Bhumi Vikas Rules 2012, applicable Indore Development Plan and any other regulation in force or directions of Directorate of Town and Country Planning and Indore Municipal Corporation.
4. The Maximum Permissible FAR, Building Height, Ground Coverage, Basement Coverage, Constructed Area and all other development Parameters will be as directed by Directorate of Town and Country Planning and Indore Municipal Corporation from time to time considering provisions of The Madhya Pradesh Bhumi Vikas Rules 2012, ABD Master Plan, applicable Indore Development Plan and any other regulation inforce
5. The Developer shall strictly comply with the Circulation Network as provided in the Tentative Site Plan annexed as Schedule – C Annexure – 2 of this Agreement during Layout Planning of the Development Works on the CLP.
6. The Developer has to get the approvals/clearances/permissions for the Mixed Use Development Proposal on the CLP including but not limited to the list of applicable permits in the Schedule E of this Agreement.

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➤ Schedule C; Annexure 4 – Schedule for Possession and Execution of Deed of Conveyance of Compensatory Land Parcel

Selected Bidder will have option to get possession of CLP after completing equivalent work of government facilities including payment of first installment as detailed below:

#	Particulars	Timeline	Trigger Event
1	Issuance of Letter of Acceptance	T	
2	Acceptance of Letter of Acceptance (LOA) by the Bidder	T ₁ = T + 7 Days	Site Access to the successful bidder for Survey and Soil Investigation Works
3	a) Submission of Performance security for amount equivalent to 3% of Quoted value; and b) Deposit of amount equivalent to 1% of the Quoted value c) Submission of Design & Drawing for Approval	T ₂ = T ₁ + 30 Days	
4	a) Approval of Design and Drawing; and b) Deposit of amount equivalent to 2% of the Quoted value	T ₃ = T ₂ + 15 Days	Execution of Concession Cum Development Agreement (CDA)
5	Construction of Govt. Facilities to the extent of amount equivalent to 22% of the Quoted Value.	T ₃ + 3 Months	Handover of Possession of the Block for further Development works to the bidder
6	Construction of Govt. Facilities to the extent of amount equivalent to 25% of the Quoted Value of Premium in this quarter	T ₃ + 6 Months	
7	Construction of Govt. Facilities to the extent of amount equivalent to 25% of the Quoted Value of Premium in this quarter	T ₃ + 9 Months	
8	a) Deposit of amount equivalent to 100% of the Quoted Value (Direct deposit + Cost of Work Completed) by the bidder and Successful handover of all the Govt. Facilities; and b) Submission of security deposit (Bank Guarantee / Fixed Deposit Receipt) for amount equivalent to 7% of the cost of construction of Government Facilities for defect liability period of 5 years.	T ₃ + 12 Months	Execution of Conveyance Deed of the Block No. 16

Note: -

- 6 (Six) months grace period (Cumulative for the entire duration of the project) may be provided to the Developer in lieu of penalties as per the provisions of the Concession-cum development Agreement.

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- Notwithstanding anything contained elsewhere including above, the Authority may, at its sole discretion, grant an additional grace period as it may deem necessary for the work to the Developer upon a written request supported with reasons and a revised schedule, demonstrating that the delay is not due to willful default or negligence. The grant of such grace period shall be subject to such terms as the Authority may deem fit, including submission of an updated work programme. Such extension shall not be construed as a waiver of the Authority’s rights or the Developer’s liabilities, and upon expiry of the granted period without satisfactory compliance, the Authority shall be entitled to take appropriate action, including termination, without further notice (as applicable)
- The Financial Progress of Government Facilities Completion shall be evaluated monthly / quarterly at the rates at par with relevant MPUADD ISSR/ other SOR as applicable and as per the project phasing milestones specified in Draft Concession-cum- development Agreement.
- At any stage during the course of the Project, in the event the Bidder fails to complete the construction of Government Facilities in accordance with the prescribed milestones, the Bidder may, at its option and subject to acceptance by the Authority, deposit the equivalent deficit amount corresponding to such milestone, in lieu of execution, for the purpose of ensuring timely compliance.
- In the event the Bidder is unable to execute the Work, in whole or in part, due to unforeseen circumstances beyond its reasonable control, and as duly examined and approved by the Authority, the Bidder may, with mutual consent of the Authority, either undertake execution of equivalent value works at an alternative location, or deposit the corresponding deficit amount with the Authority, as may be determined.
- ISCDL shall use its reasonable efforts to provide requisite details and approvals within the stipulated timelines; however, in the event of any inadvertent delay not attributable to the Bidder, ISCDL may, at its discretion, grant appropriate extension or relaxation to the Bidder for fulfillment of its obligations, without such delay being construed as a default on the part of the Bidder.
- The Bidder has to get the Deed of Conveyance for CLP registered with the District Registrar and pay for applicable stamp duties, registration fees and other applicable fees and charges for the time being in force for Registration of the Deed of Conveyance for CLP.

Note: - In case of any ambiguities/confusion in the Payment Terms the decision of Executive Director, ISCDL shall be final and binding on both the Parties

SCHEDULE D – PAYMENT SCHEDULE

Payment schedule for Monetary Payments of the premium is detailed in the Draft Concession- cum- development Agreement which is also reiterated as hereunder:

- I. First Instalment of Monetary Payments of the Premium as 1% of the Quoted Premium (Value towards the Block No. -16) within 30 days of Acceptance of LOA
- II. Second Instalment of Monetary Payments of the Premium as 2% of the Quoted Premium (Value towards the Block No. -16) within 15 days of Approval of Submitted design as a precondition to execution of Concession-cum-Development Agreement
- III. Rest of the Monetary Payments of the Premium shall be paid as per the stated as hereunder:
 - a. The Bidder is required to pay the balance Monetary Payments of Premium in 4 Quarterly instalments (Duration of Construction Work) from the Appointed Date.
 - b. Each such Quarterly instalments except the Final Instalment shall be due to be payable on the first calendar day of first month of every quarter of financial year (say 1st April, 1st July, 1st October and 1st January) from the Appointed Date.
 - c. The amount of the First three Quarterly instalment shall be evaluated as:
 - **25% of the Quoted Premium** less value of the completed Construction and Development of Govt Facilities evaluated at the rates at par with MPUADD ISSR effective from 01-08-2021/MPPWD SoR/ Other SOR as applicable, in the preceding Quarterly evaluation mentioned herein and less the Negative figure of previous quarterly instalment if any.
 - The Bidder shall be permitted, at the sole discretion and subject to prior written approval of the Authority, to discharge or offset the quantum of due payment, in whole or in part, through the construction and delivery of Government Facilities, to such extent, scope, and specifications as may be determined and permitted by the Authority. Such adjustment shall be admissible only upon due certification of completion, quality compliance, and valuation of the said facilities by the Authority or its authorized representative, and shall be governed by the terms and conditions stipulated in the Agreement.
 - If amount of such Quarterly instalment is in negative the same will be adjusted in the next instalment as already paid.
 - The Final instalment of the Monetary payments of premium will be evaluated and paid before the execution of Deed of Conveyance for compensatory land parcel in full or last part thereof.
 - Such Final Instalment will be evaluated after considering dues pursuant to any payments/liquidated damages/penalties if any, total monetary payments paid in all previous instalments, Final evaluated cost of Govt. Facilities in the last evaluation before handover and transfer of Govt. Facilities
 - Thus the Final Instalment of Monetary Payments of Premium shall be evaluated as 100% of Premium plus dues pursuant to any payments/liquidated damages/penalties if any, less Total monetary payments paid in all previous instalments, less Final evaluated cost of Govt.

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Facilities at the rates par with MPUADD ISSR effective from 01-08-2021/MPPWD SoR/ Other SOR as applicable.

- The Bidder shall be issued Provisional Payment Certificate by ISCDL after payment of any Instalment of monetary payments of premium (indicating amount paid under the particular instalment, total amount paid in all previous instalments and balance amount due from the Bidder).
- The Bidder shall be issued Final Payment Certificate by ISCDL after payment of Final Instalment and all the Dues mentioned herein above and all other dues mentioned herein this concession-cum-Development Agreement

In case of any ambiguities/confusion in the Payment Terms the decision of Executive Director/ Chief Executive Officer, ISCDL shall be final and binding on both the Parties

The payment schedule is further detailed in Tabular form as under:

SCHEDULE E – APPLICABLE PERMITS

1. The Developer is required to obtain all the applicable sanctions / approvals / clearances / permits, planning permission, development permission, building permission and environmental clearance and pay statutory fees required for obtaining all the applicable sanctions / approvals / clearances / permits for Development Works on Compensatory Land Parcel, including but not limited to following:

Sr.	Name of Clearance	Brief Description	Agency From Which Clearance is required
1	Land Use Certificate	Required to determine the permissible land use	Town & Country Planning
2	High Rise Clearance from High Rise Committee including Fire if Applicable	Complete detailed drawings are to be submitted including drawing related to all services (firefighting, STP, Electrical etc).	Joint Director, Town & Country Planning (Who is also secretary of the High-Rise Committee)
3	Planning Permission	a formal planning permission would be issued by T & CP	Joint Director, Town & Country Planning Bhopal
4	Development Permission	Required	Colony cell Municipal corporation,
5	Building Permission	In order to start building construction activity: building plans are to be approved by Municipal Corporation.	Municipal corporation, Bhopal
6	EIA Clearance Required From G.O.I. if Applicable	Environmental clearance required from Government of India	Ministry of Environment, Government of India.

2. ISCDL shall facilitate Developer in obtaining all the applicable sanctions / approvals / clearances / permits for the Government Facilities and Assets /Development Works on Compensatory Land Parcel.

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- 3.** ISCDL shall pay for all the statutory fees required for obtaining all the applicable sanctions / approvals / clearances / permits for the Government Facilities and Assets only.
- 4.** Tree Rehabilitation - Permissions, Obligations, and Compliance:
 - a)** The Bidder/Developer shall be solely responsible for obtaining all necessary permissions, approvals, licenses, and clearances from the competent authorities, including but not limited to the Forest Department, Municipal Corporation, District Administration, and any other relevant Government authority, for the rehabilitation of trees including cutting, transplantation, and replantation, as may be required for the execution of the Project, in accordance with the applicable Tree Preservation Policy, Madhya Pradesh Van (Vriksha Ka Sanrakshan) Adhinyam, 2001, the Environment (Protection) Act, 1986, and any other applicable laws, rules, regulations, guidelines, or directives of the Central Government, State Government, Urban Local Body or any local authority, as amended from time to time.
 - b)** The Bidder/Developer shall, at its own cost and expense, prepare and submit a Tree Survey Report and a Tree Rehabilitation Plan to the concerned authorities prior to commencement of any activity that may affect the existing trees on or around the Project Site and Compensatory Land Parcel. The Tree Rehabilitation Plan shall include details of the number and species of trees proposed to be cut, transplanted, or replanted, the methodology for transplantation and replantation, the proposed locations for replantation, and the plan for maintenance and aftercare of transplanted and replanted trees for a minimum period of Five (5) years or as prescribed by the competent authority, whichever is longer.
 - c)** The Bidder/Developer shall ensure that for every tree cut or removed or transplanted or replanted, as may be prescribed by the applicable policy or competent authority shall be planted at locations approved by the concerned authority, using species native to the region or as directed by the competent authority.
 - d)** The Bidder/Developer shall bear all costs associated with the tree rehabilitation process including but not limited to survey costs, application fees, compensatory afforestation charges, transplantation costs, replantation costs, maintenance costs, and any penalties or fines imposed by any authority in connection therewith. Any delay in obtaining the required permissions for tree rehabilitation shall not constitute a ground for extension of time or any claim for additional compensation by the Bidder/Developer.
 - e)** The Bidder/Developer shall indemnify and hold harmless ISCDL and its officers, employees, and agents from and against all claims, damages, losses, costs, and expenses arising out of or in connection with the cutting, transplantation, replantation, or rehabilitation of trees carried out by or on behalf of the Bidder/Developer, including any non-compliance with applicable environmental laws and regulations.
 - f)** The Bidder/Developer shall submit quarterly progress reports to ISCDL on the status of tree rehabilitation activities, including survival rates of transplanted and replanted trees, and shall take all necessary remedial measures in case of any shortfall in the survival rate as prescribed by the competent authority.

SCHEDULE F – FORMAT FOR PERFORMANCE SECURITY

Performance Guarantee No:

To:

Executive Director,
Indore Smart City Development Limited,
Nehru park Campus,
Indore (M.P.)

(Hereinafter, and for the purpose of this Performance Guarantee, referred to as ISCDL)

WHEREAS

- A. By Letter of Acceptance dated [-----] issued to-----
----- [name of successful bidder/developer] a company incorporated under the Companies Act, 2013 has qualified as the Preferred Bidder (Hereinafter, and for the purpose of this Performance Guarantee, referred to as “Preferred Bidder/Developer”) under the RFP dated _____ for Selection of Developer for (Insert project title) under Re- densification Scheme of GoMP-”.
- B. Under the Acknowledgement of Letter of Acceptance dated [] and the RFP dated, the Developer is, to provide a Performance Security in the form of bank guarantee to ISCDL to the tune of three percent (3%) of the License/Sale Premium for the Project which shall be an aggregate sum of Rs. _____ - (Rupees _____), guaranteeing the due performance of its obligations.
- C. By an agreement (hereinafter "Concession-cum-Development Agreement") dated between you, and Preferred Bidder/Developer, which expression shall include its successors and permitted assigns), you have granted a concession to the Developer for undertaking the responsibilities as per the Concession-cum-Development Agreement for (insert project title)
- D. The said Concession-cum-Development Agreement requires the Developer to procure and deliver to ISCDL a performance security in the form of Bank Guarantee for the due performance of its obligations under the Concession-cum-Development Agreement.
- E. The Developer has approached us, [name and address of Bank] (hereinafter “Guarantor”), for issuance of such bank guarantee and we have agreed to give such guarantee as hereinafter appearing.

In consideration of the considerations payable by the Developer to the Guarantor for issue of this bank guarantee and your accepting the Guarantor's obligations herein contained in discharge of the Developer's obligation to provide such bank guarantee, the Guarantor hereby irrevocably and unconditionally agrees that:

1. 'Upon receipt by the Guarantor of a written demand or demands from ISCDL stating that an Developer’s Event of Default has occurred prior to the termination of the Concession cum-Development Agreement (a "Demand" or "Demands") complying with the provisions of paragraphs 2, 3 and 4 of this Bank Guarantee from time to time or at any time, the Guarantor shall, without any

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry of ISCDL or the Developer, pay ISCDL forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum claimed by ISCDL in such Demand, or such lesser sum which in aggregate with all sums-previously paid here under shall not exceed an amount equivalent to the Bank Guarantee Amount (as hereinafter defined). Subject to the terms of this Bank Guarantee, ISCDL shall not be obliged to exercise any right or remedy which ISCDL may have before making a Demand under this Bank Guarantee.

2. The value of the Bank Guarantee Amount shall be from the date hereof an amount equivalent to Rs. (Rupees only') (The “Bank Guarantee Amount”),
3. ISCDL may make an unlimited number of Demands, in writing, under this Bank guarantee. The value of this Bank Guarantee shall stand reduced to the extent of the amount paid by the Guarantor upon receipt of a written demand for payment by ISCDL.
4. The Guarantor shall make payment hereunder against receipt of a written Demand made in accordance with paragraphs 1, 2, and 3 above without further proof or document and notwithstanding any dispute by [•] and such a Demand will be conclusive evidence of the Guarantor's liability to pay ISCDL and of the amount or amounts which the Guarantor is liable to pay to ISCDL.
5. The Guarantor's obligations hereunder in respect of the sum or sums claimed under this Guarantee are primary, independent and absolute and not by way of surety only and the Guarantor shall not be entitled as against ISCDL to delay payment.
6. This Bank Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and shall remain in force and effect until the expiry of 30(Thirty) months from the Commencement Date or such extended period under the Concession-cum-Development Agreement or the date of receipt by the Bank of a letter signed by ISCDL that the Concession cum- Development Agreement has been terminated and the obligations of the Bank; under the Guarantee stand discharged (hereinafter the "Bank Guarantee Expiry Date"). The Guarantor shall entertain and pay all claims received by it up to a period of three (3) months from the Bank Guarantee Expiry Date.
7. Any waivers, extensions of time or other forbearance given or variations required under the Concession-cum-Development Agreement or any invalidity, unenforceability or illegality of the whole or any part of the Concession-cum- Development Agreement or rights, of any party thereto, or amendment or other modification of the Concession-cum-Development Agreement or any other fact, circumstance, provision of statute or law which might, where the Guarantor's liability to be secondary and not primary, entitle the Guarantor to be released in whole or in part from the Guarantor's undertaking, shall not in any way release the Guarantor from its obligations under this Bank Guarantee.
8. The Guarantor shall not be in any way released or discharged from any liability hereunder by the insolvency, winding up, re-organisation, amalgamation or liquidation of the Developer including any appointment of a receiver, administrator, administrative receiver or supervisor of the Developer or any of its assets) nor any dispute or disagreement whatsoever under the Concession-cum-Development Agreement between ISCDL and the Developer or any other person, or any disclaimer of

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

the Concession-cum- Development Agreement by the Developer or any liquidator or any other person and the obligations of the Guarantor hereunder shall be continuing and shall remain in full force and effect until the expiry of this Bank Guarantee.

9. Each Demand or other notice given hereunder by ISCDL shall be executed in writing by ISCDL or its authorised representatives. For the purposes of this Bank Guarantee, ISCDL authorised representatives shall include ISCDL officers staff personnel and such other persons as may be designated as ISCDL authorized representatives by notice to the Guarantor.
10. References herein to ISCDL shall be construed so as to include any successors or permitted assigns or any such person in accordance with their respective interests. References in this Bank Guarantee to any person shall be construed so as to include it and any subsequent successors in accordance with their respective interests.
11. Any reference in this Bank Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or noted from time to time.
12. The benefits of this Bank Guarantee may not be assigned by the Guarantor. The benefits of this Bank Guarantee may however be assigned in full by ISCDL to Lenders [being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project for the construction and development of the Project including guarantees, risk participation facility, take-out facility and other forms of credit enhancement] and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by ISCDL to meet or contribute to the cost of such project] but may not otherwise be transferred or assigned without the prior written consent of_ (name and Address of Issuing Bank), which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.
13. Any demand, notice or other communication given in connection with or required by this Bank Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 14 shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to: [The Developer]: [Guarantor] at [address and fax no.] Marked for the attention of the [] Or such other address as may be notified in writing from time to time.
14. Any such demand, notice or communication shall be deemed to have been duly served:
 - a) if delivered by hand, duly acknowledged;
 - b) if given or made by pre-paid registered post or facsimile transmission, when received, provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of Indore or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.
15. This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the courts of

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

Indore for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee and for the purposes of enforcement under this Bank Guarantee.

IN WITNESS HEREOF this Bank Guarantee has been duly executed by the Guarantor on this [] day of [] 2026.

[Signed by []]

.....

for and on behalf of)

the Guarantor).....

Dated:).....

Witnessed by:).....

Dated:).....

Witnessed by:).....

Dated:).....

SCHEDULE G – FORMAT FOR VESTING CERTIFICATE

1. Indore Smart City Development Limited, Indore represented by its Chief Executive Officer (the “ISCDL”) refers to the Concession cum- Development Agreement dated (the “Agreement”) entered into between the ISCDL, and (the “Developer”) for “(Insert Project Title)
2. The ISCDL hereby acknowledges compliance and fulfilment by the Developer of the Divestment Requirements set forth in Article 20 of the Agreement on the basis that upon issue of this Vesting Certificate, the ISCDL shall be deemed to have acquired, and all title and interest of the Developer in or about the Project Sites (and/or Compensatory Land Parcel, as the case may be) and Assets thereon shall be deemed to have vested unto the ISCDL, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Developer to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Developer in any manner of the same.

Signed this ___ day of ___ at Indore

AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of ISCDL by:

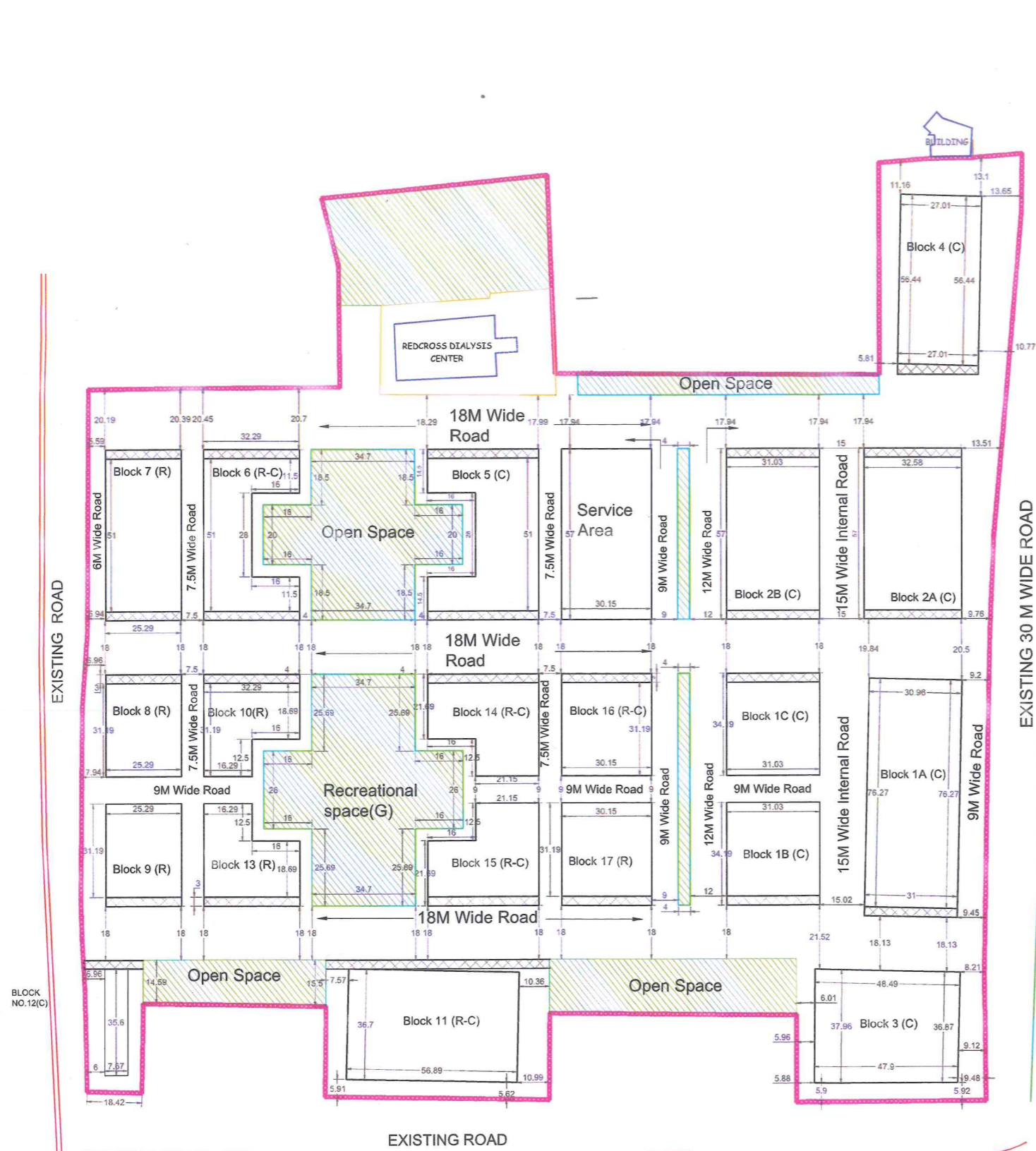
(Signature)
(Name)
(Designation)
(Address)

For and on behalf of DEVELOPER by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.



PROPOSED LAY-OUT PLAN OF BLOCKS at
M.O.G Lines Land Parcel 01 Indore at Khasra No. 827 part

B/TO :-
INDORE SMART CITY DEVELOPMENT LTD.

STATEMENT OF LAND AREA		
S.NO.	NAME OF OWNER	AREA
	INDORE SMART CITY DEVELOPMENT	827 Part 7.749 Hect.

STATEMENT OF AREA		
TOTAL LAND AREA	7.749 HECT.	77490.00 SQ.MT.

STATEMENT OF PLOTTED DEVELOPMENT AREA		
LAND AREA	77,490 SQ.MT.	
GENERAL PLOT AREA AVAILABLE	76,399 SQ.MT.	100%
AREA RESERVED FOR FUTURE PLANNING	1091 SQ.MT.	
AREA FOR BLOCKS	24,077 SQ.MT.	31.74%
SERVICES AREA	1719 SQ.MT.	
RED CROSS HOSPITAL	1875 SQ.MT.	
PARK AREA	11699 SQ.MT.	15.31%
ROAD AREA	33739 SQ.MT.	44.16%

STATEMENT OF BUILT UP BLOCKS		
BLOCK UNITS LAND AREA	76,399 SQ.MT.	
PERMISSIBLE GROUND COVERAGE	50% - 37,928 SQ.MT.	
PROPOSED GROUND COVERAGE	24,077 SQ.MT.	
PER. F.A.R.	1 : 1.50 + .75 + .75	
PROPOSED F.A.R.	3	
HEIGHT :-	45.00 M.	
M.O.S.	FRONT 9.00 M. OTHER SIDE 6.00 M.	

PARKING :- AS PER ABD MASTER PLAN
OTHER BUILDING BYE LAWS AS PER ABD MASTER PLAN AND
INDORE DEVELOPMENT PLAN 2021

STATEMENT OF BLOCK AREA		
BLOCK No.	USE	GROUND COVERAGE
1A	COMMERCIAL	2383
1B	COMMERCIAL	968
1C	COMMERCIAL	968
2A	COMMERCIAL	1662
2B	COMMERCIAL	1582
03	COMMERCIAL	1800
04	COMMERCIAL	1524
05	COMMERCIAL	1447
06	RESI-COMMERCIAL	1120
07	RESIDENTIAL	1290
08	RESIDENTIAL	789
09	RESIDENTIAL	789
10	RESIDENTIAL	807
11	RESI-COMMERCIAL	2088
12	COMMERCIAL	273
13	RESIDENTIAL	807
14	RESI-COMMERCIAL	959
15	RESI-COMMERCIAL	959
16	RESI-COMMERCIAL	941
17	RESIDENTIAL	941

LOCATION PLAN	REMARKS -
	<ol style="list-style-type: none"> FAR IS LOADED TO INDIVIDUAL BLOCKS AS PERMISSIBLE BUILT UP AREA IN RESI-COMMERCIAL BLOCKS, COMMERCIAL ACTIVITY IS ALLOWED ONLY AT GROUND FLOOR OPEN SPACES MARKED TO BE DEVELOPED AS PARKS/PLAYGROUNDS/ GREEN AREAS MOS MARKED IN THE PLAN IS COMMON AND DOES NOT BELONG TO ANY INDIVIDUAL BLOCK

SCALE :- NTA

Assistant Planner <i>Rohit</i> रूपल चौपड़ा (सहायक योजनाकार)	Executive Engineer <i>Deep</i> Executive Engineer Indore Smart City Development Limited
--	--

B/T.O :-

INDORE SMART CITY DEVELOPMENT LTD.

STATEMENT OF LAND AREA

S.NO.	NAME OF OWNER	KHASRA NO.	AREA
	INDORE SMART CITY DEVELOPMENT	827 Part	7.749 Hect.

STATEMENT OF AREA

TOTAL LAND AREA	7.749 HECT.	77490.00 SQ.MT.
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STATEMENT OF PLOTTED DEVELOPMENT AREA

LAND AREA	77,490 SQ.MT.	
GENERAL PLOT AREA AVAILABLE	76,399 SQ.MT.	100%
AREA RESERVED FOR FUTURE PLANNING	1091 SQ.MT.	
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SERVICES AREA	1719 SQ.MT.	
RED CROSS HOSPITAL	1875 SQ.MT.	
PARK AREA	11699 SQ.MT.	15.31%
ROAD AREA	33739 SQ.MT.	44.16%

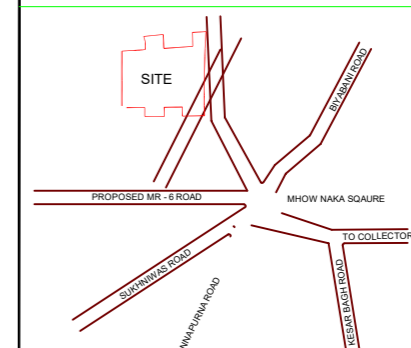
STATEMENT OF BUILT UP BLOCKS

BLOCK UNITS LAND AREA	76,399 SQ.MT.
PERMISSIBLE GROUND COVERAGE	50 % - 37,928 SQ.MT.
PROPOSED GROUND COVERAGE	24,077 SQ.MT.
PER. F.A.R.	1 : 1.50 + .75 + .75
PROPOSED F.A.R.	3
HEIGHT :-	45.00 M.
M.O.S.	FRONT 9.00 M.
	OTHER SIDE 6.00 M.
PARKING :- AS PER ABD MASTER PLAN	
OTHER BUILDING BYE LAWS AS PER ABD MASTER PLAN AND INDORE DEVELOPMENT PLAN 2021	

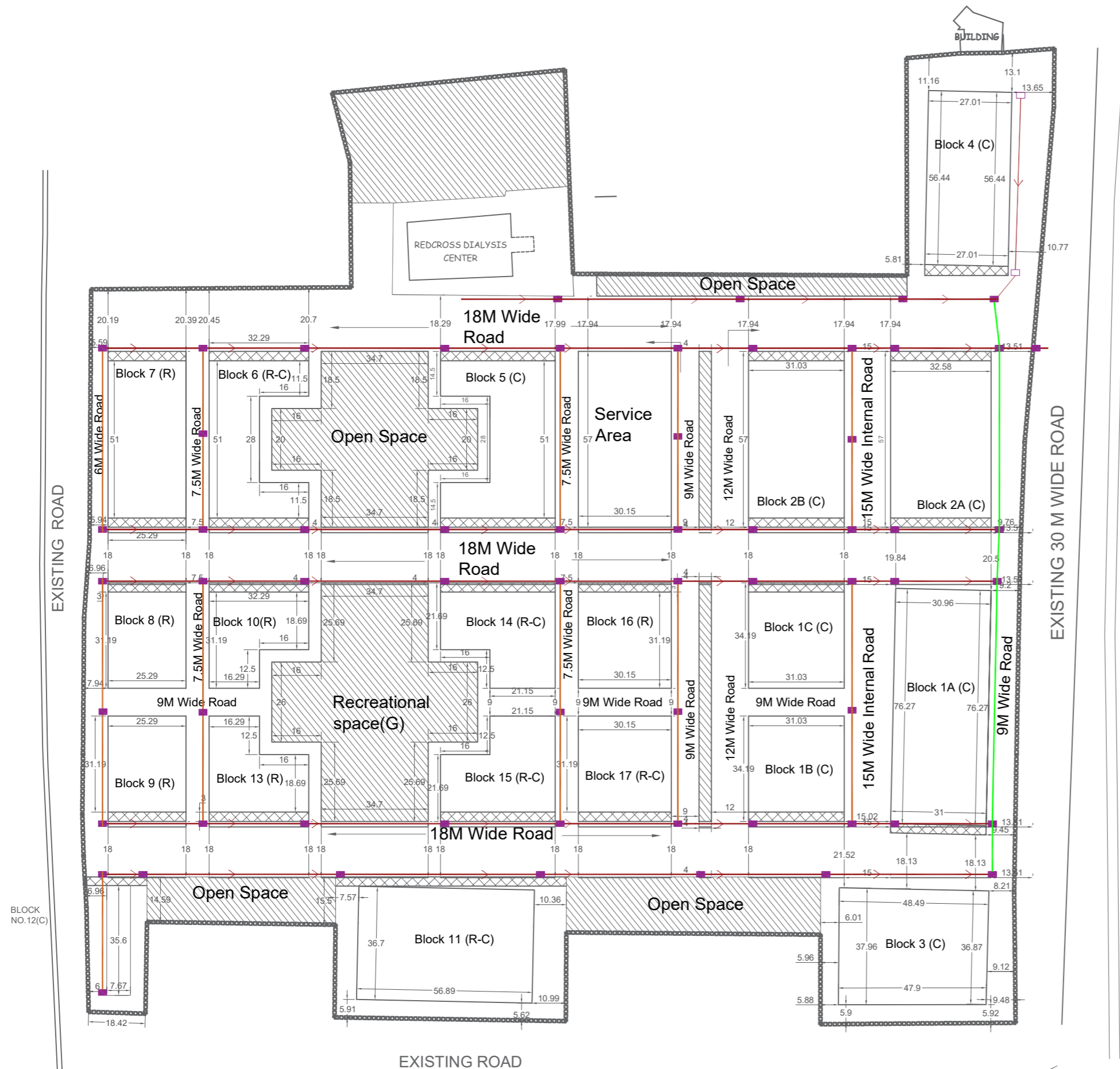
STATEMENT OF BLOCK AREA

BLOCK No.	USE	GROUND COVERAGE
1A	COMMERCIAL	2363
1B	COMMERCIAL	968
1C	COMMERCIAL	968
2A	COMMERCIAL	1662
2B	COMMERCIAL	1582
03	COMMERCIAL	1800
04	COMMERCIAL	1524
05	COMMERCIAL	1447
06	RESI-COMMERCIAL	1120
07	RESIDENTIAL	1290
08	RESIDENTIAL	789
09	RESIDENTIAL	789
10	RESIDENTIAL	807
11	RESI-COMMERCIAL	2088
12	COMMERCIAL	273
13	RESIDENTIAL	807
14	RESI-COMMERCIAL	959
15	RESI-COMMERCIAL	959
16	RESIDENTIAL	941
17	RESI-COMMERCIAL	941

- 600 mΦ Line
- 450 mΦ Line
- 300 mΦ Line
- Chamber Location



SCALE :- NTA



B/T.O :-

INDORE SMART CITY DEVELOPMENT LTD.

STATEMENT OF LAND AREA

S.NO.	NAME OF OWNER	KHASRA NO.	AREA
	INDORE SMART CITY DEVELOPMENT	827 Part	7.749 Hect.

STATEMENT OF AREA

TOTAL LAND AREA	7.749 HECT.	77490.00 SQ.MT.
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STATEMENT OF PLOTTED DEVELOPMENT AREA

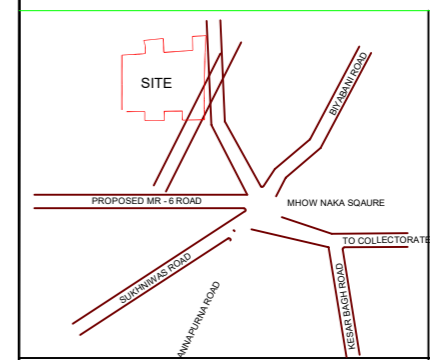
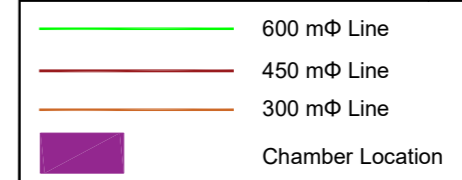
LAND AREA	77,490 SQ.MT.	
GENERAL PLOT AREA AVAILABLE	76,399 SQ.MT.	100%
AREA RESERVED FOR FUTURE PLANNING	1091 SQ.MT.	
AREA FOR BLOCKS	24,077 SQ.MT.	31.74%
SERVICES AREA	1719 SQ.MT.	
RED CROSS HOSPITAL	1875 SQ.MT.	
PARK AREA	11699 SQ.MT.	15.31%
ROAD AREA	33739 SQ.MT.	44.16%

STATEMENT OF BUILT UP BLOCKS

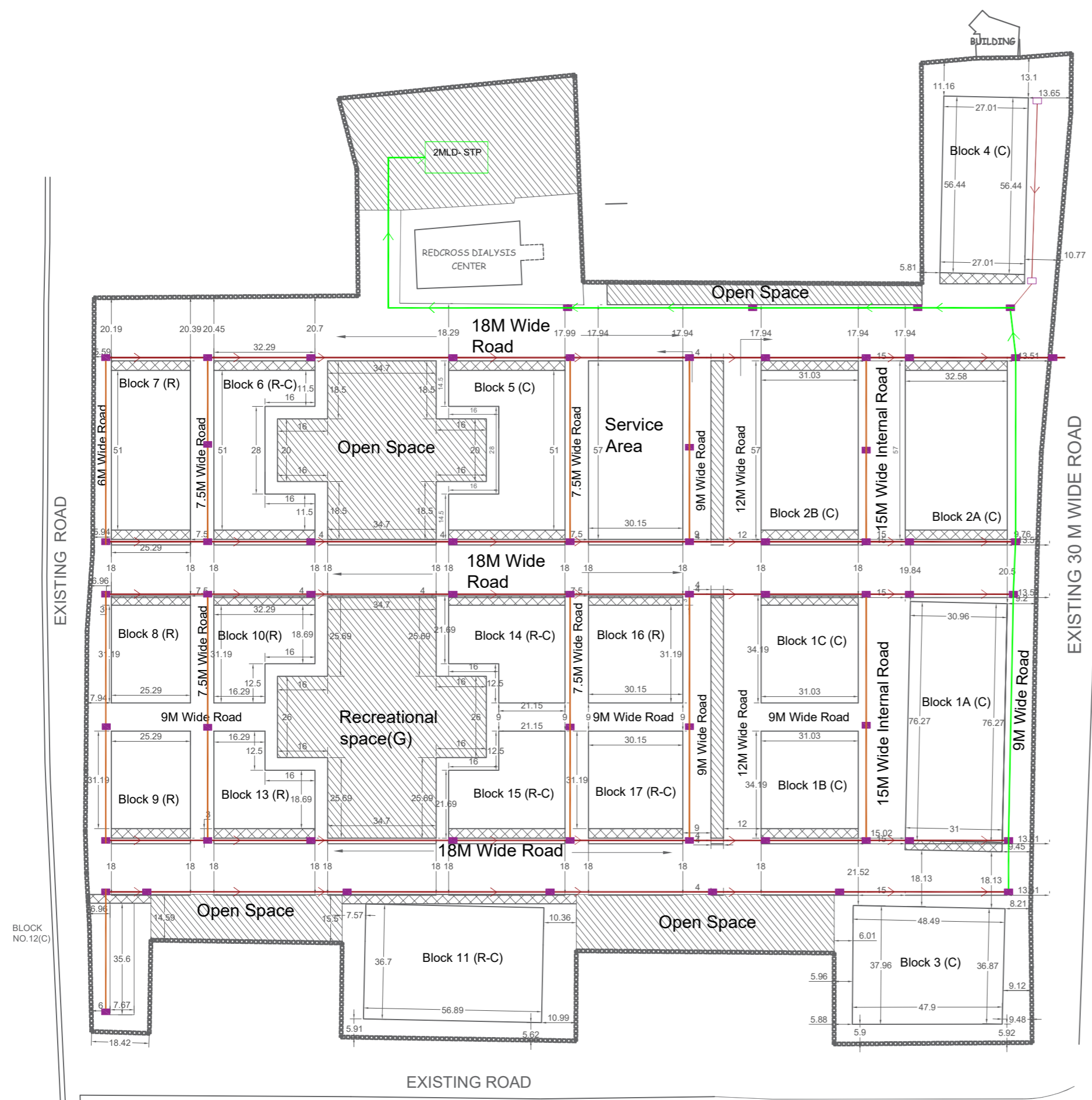
BLOCK UNITS LAND AREA	76,399 SQ.MT.
PERMISSIBLE GROUND COVERAGE	50 % - 37,928 SQ.MT.
PROPOSED GROUND COVERAGE	24,077 SQ.MT.
PER. F.A.R.	1 : 1.50 + .75 + .75
PROPOSED. F.A.R.	3
HEIGHT :-	45.00 M.
M.O.S.	FRONT 9.00 M.
	OTHER SIDE 6.00 M.
PARKING :- AS PER ABD MASTER PLAN	
OTHER BUILDING BYE LAWS AS PER ABD MASTER PLAN AND INDORE DEVELOPMENT PLAN 2021	

STATEMENT OF BLOCK AREA

BLOCK No.	USE	GROUND COVERAGE
1A	COMMERCIAL	2363
1B	COMMERCIAL	968
1C	COMMERCIAL	968
2A	COMMERCIAL	1662
2B	COMMERCIAL	1582
03	COMMERCIAL	1800
04	COMMERCIAL	1524
05	COMMERCIAL	1447
06	RESI-COMMERCIAL	1120
07	RESIDENTIAL	1290
08	RESIDENTIAL	789
09	RESIDENTIAL	789
10	RESIDENTIAL	807
11	RESI-COMMERCIAL	2088
12	COMMERCIAL	273
13	RESIDENTIAL	807
14	RESI-COMMERCIAL	959
15	RESI-COMMERCIAL	959
16	RESIDENTIAL	941
17	RESI-COMMERCIAL	941



SCALE :- NTA



BLOCK NO.12(C)

B/T.O :-

INDORE SMART CITY DEVELOPMENT LTD.

STATEMENT OF LAND AREA

S.NO.	NAME OF OWNER	KHASRA NO.	AREA
	INDORE SMART CITY DEVELOPMENT	827 Part	7.749 Hect.

STATEMENT OF AREA

TOTAL LAND AREA	7.749 HECT.	77490.00 SQ.MT.
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STATEMENT OF PLOTTED DEVELOPMENT AREA

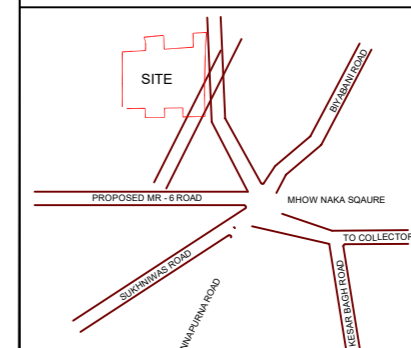
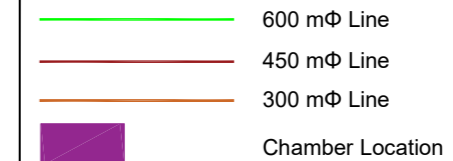
LAND AREA	77,490 SQ.MT.	
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SERVICES AREA	1719 SQ.MT.	
RED CROSS HOSPITAL	1875 SQ.MT.	
PARK AREA	11699 SQ.MT.	15.31%
ROAD AREA	33739 SQ.MT.	44.16%

STATEMENT OF BUILT UP BLOCKS

BLOCK UNITS LAND AREA	76,399 SQ.MT.
PERMISSIBLE GROUND COVERAGE	50 % - 37,928 SQ.MT.
PROPOSED GROUND COVERAGE	24,077 SQ.MT.
PER. F.A.R.	1 : 1.50 + .75 + .75
PROPOSED. F.A.R.	3
HEIGHT :-	45.00 M.
M.O.S.	FRONT 9.00 M. OTHER SIDE 6.00 M.
PARKING :-	AS PER ABD MASTER PLAN
OTHER BUILDING BYE LAWS	AS PER ABD MASTER PLAN AND INDORE DEVELOPMENT PLAN 2021

STATEMENT OF BLOCK AREA

BLOCK No.	USE	GROUND COVERAGE
1A	COMMERCIAL	2363
1B	COMMERCIAL	968
1C	COMMERCIAL	968
2A	COMMERCIAL	1662
2B	COMMERCIAL	1582
03	COMMERCIAL	1800
04	COMMERCIAL	1524
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13	RESIDENTIAL	807
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15	RESI-COMMERCIAL	959
16	RESIDENTIAL	941
17	RESI-COMMERCIAL	941



SCALE :- NTA



B/T.O :-
INDORE SMART CITY DEVELOPMENT LTD.

STATEMENT OF LAND AREA			
S.NO.	NAME OF OWNER	KHASRA NO.	AREA
	INDORE SMART CITY DEVELOPMENT	827 Part	7.749 Hect.

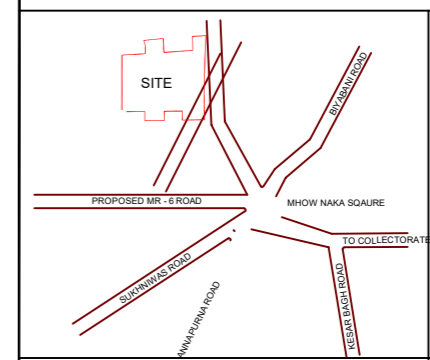
STATEMENT OF AREA		
TOTAL LAND AREA	7.749 HECT.	77490.00 SQ.MT.

STATEMENT OF PLOTTED DEVELOPMENT AREA		
LAND AREA	77,490 SQ.MT.	
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M.O.S.	FRONT 9.00 M.	
	OTHER SIDE 6.00 M.	
PARKING :- AS PER ABD MASTER PLAN		
OTHER BUILDING BYE LAWS AS PER ABD MASTER PLAN AND INDORE DEVELOPMENT PLAN 2021		

STATEMENT OF BLOCK AREA		
BLOCK No.	USE	GROUND COVERAGE
1A	COMMERCIAL	2363
1B	COMMERCIAL	968
1C	COMMERCIAL	968
2A	COMMERCIAL	1662
2B	COMMERCIAL	1582
03	COMMERCIAL	1800
04	COMMERCIAL	1524
05	COMMERCIAL	1447
06	RESI-COMMERCIAL	1120
07	RESIDENTIAL	1290
08	RESIDENTIAL	789
09	RESIDENTIAL	789
10	RESIDENTIAL	807
11	RESI-COMMERCIAL	2088
12	COMMERCIAL	273
13	RESIDENTIAL	807
14	RESI-COMMERCIAL	959
15	RESI-COMMERCIAL	959
16	RESIDENTIAL	941
17	RESI-COMMERCIAL	941

- 400 mΦ Line
- 315 mΦ Line
- 200 mΦ Line
- 110 mΦ Line

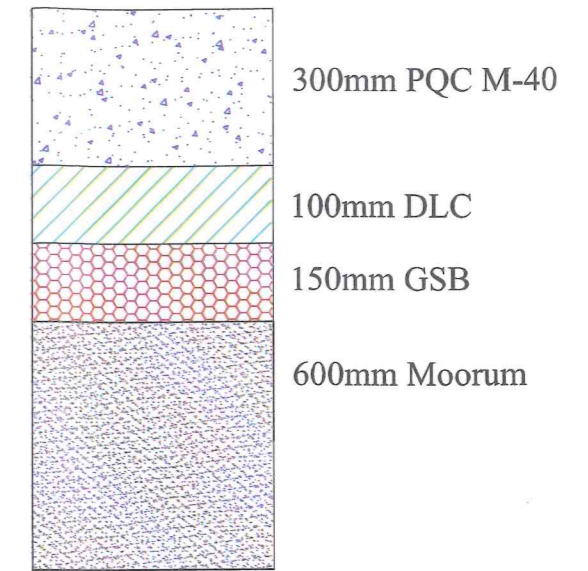


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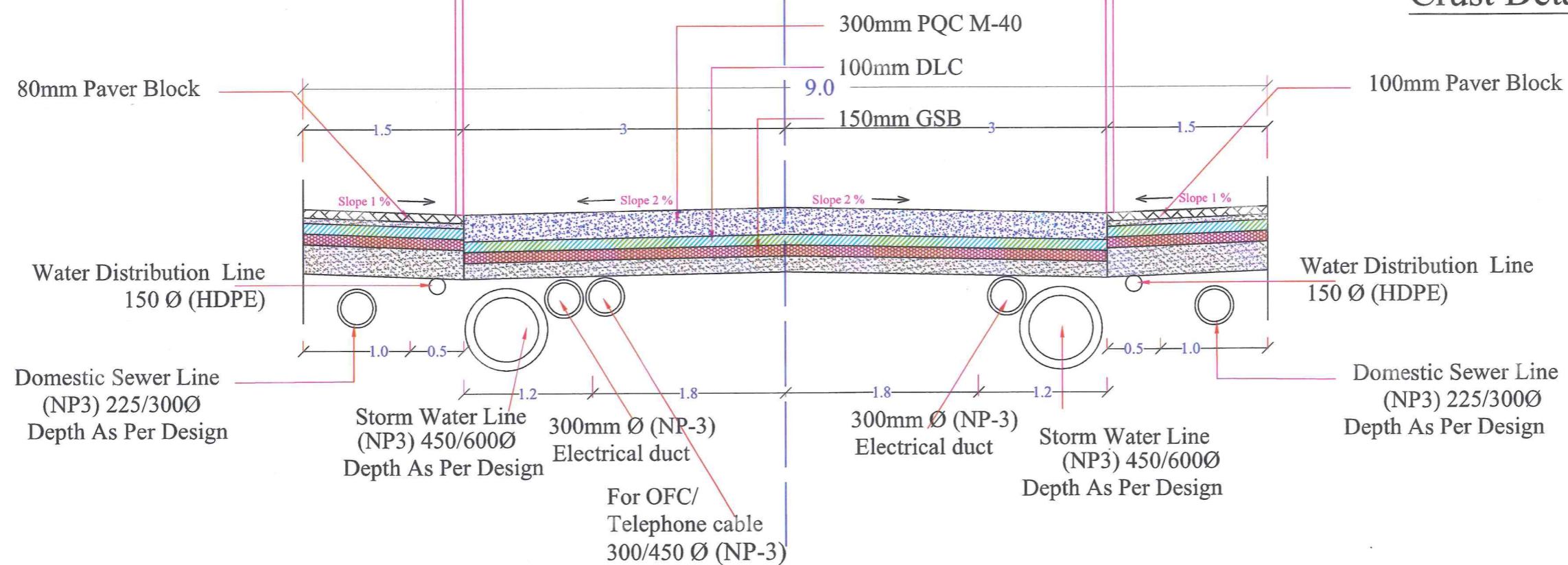


BLOCK NO.12(C)

9.0 m Wide Road Section



Crust Detail



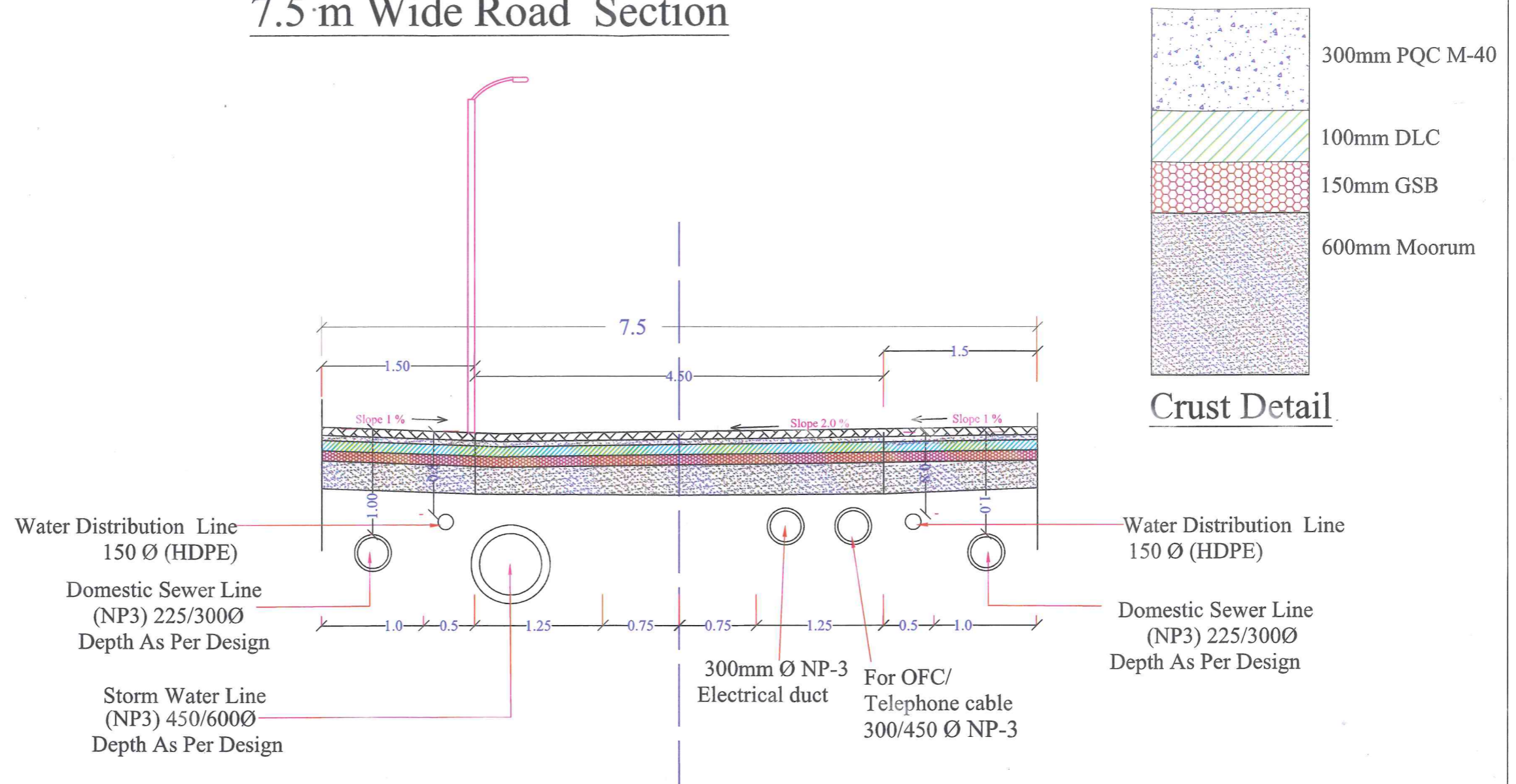
Note*-The road crust details are finalized. However, the utility layout within the road section is indicative in nature. The actual on-site execution of utilities shall be carried out based on prevailing site conditions and as per the directions of the Engineer-in-Charge

Sub-Engineer (Civi)
ISCDL

रुपल चापड़ा
(सहायक योजनाकार)

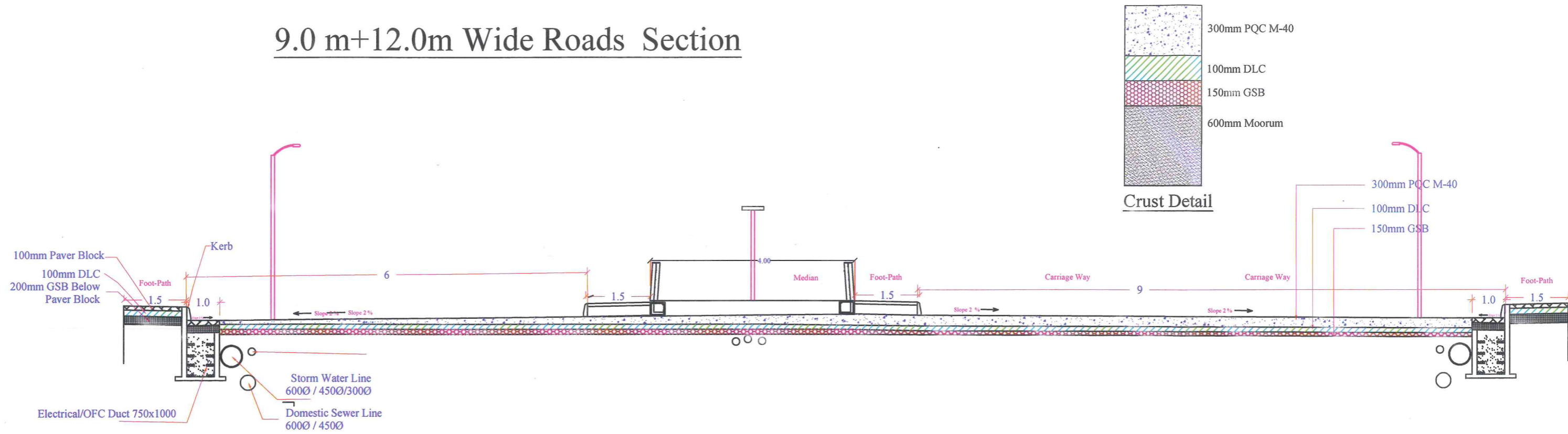
Executive Engineer
Indore Smart City Development
Limited

7.5 m Wide Road Section





Note*-The road crust details are finalized. However, the utility layout within the road section is indicative in nature. The actual on-site execution of utilities shall be carried out based on prevailing site conditions and as per the directions of the Engineer-in-Charge


9.0 m+12.0m Wide Roads Section



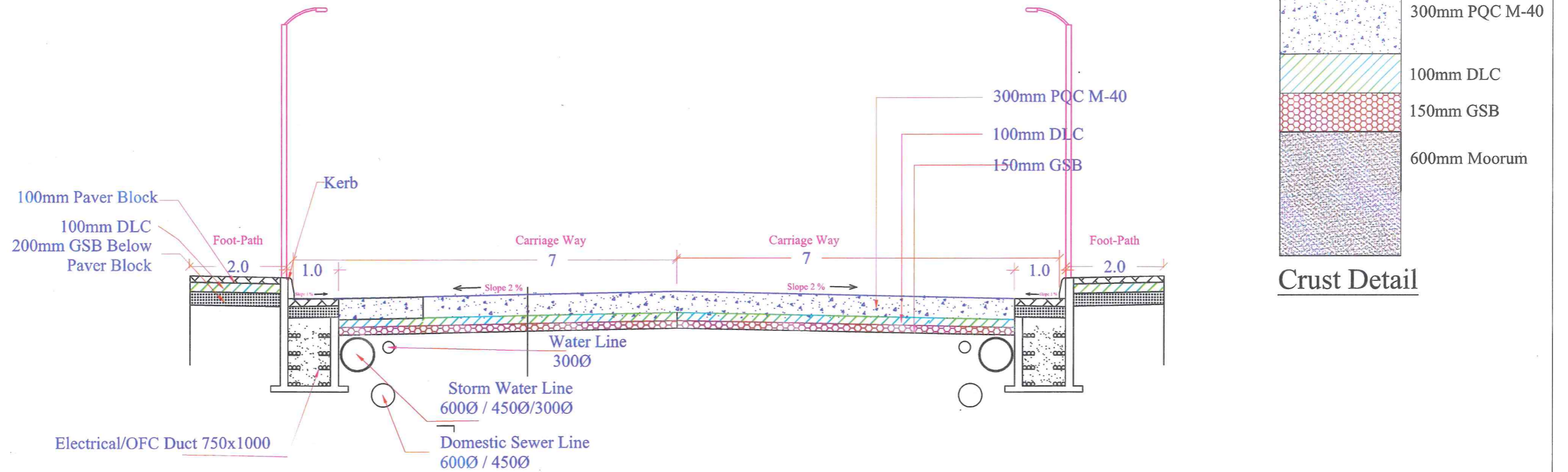
Note*-The road crust details are finalized. However, the utility layout within the road section is indicative in nature. The actual on-site execution of utilities shall be carried out based on prevailing site conditions and as per the directions of the Engineer-in-Charge


ARIF ALI
 Sub-Engineer (CIVIL)
 ISCDL


Ravi
 सहायक योजनाकार
 (सहायक योजनाकार)



Executive Engineer
 Indore Smart City Development
 Limited

18.0 m Wide Road Cross Section



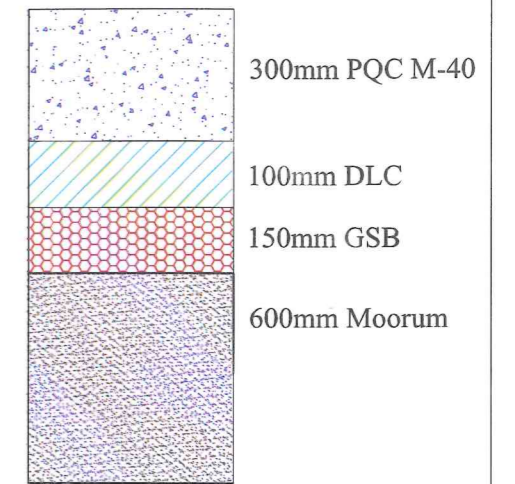
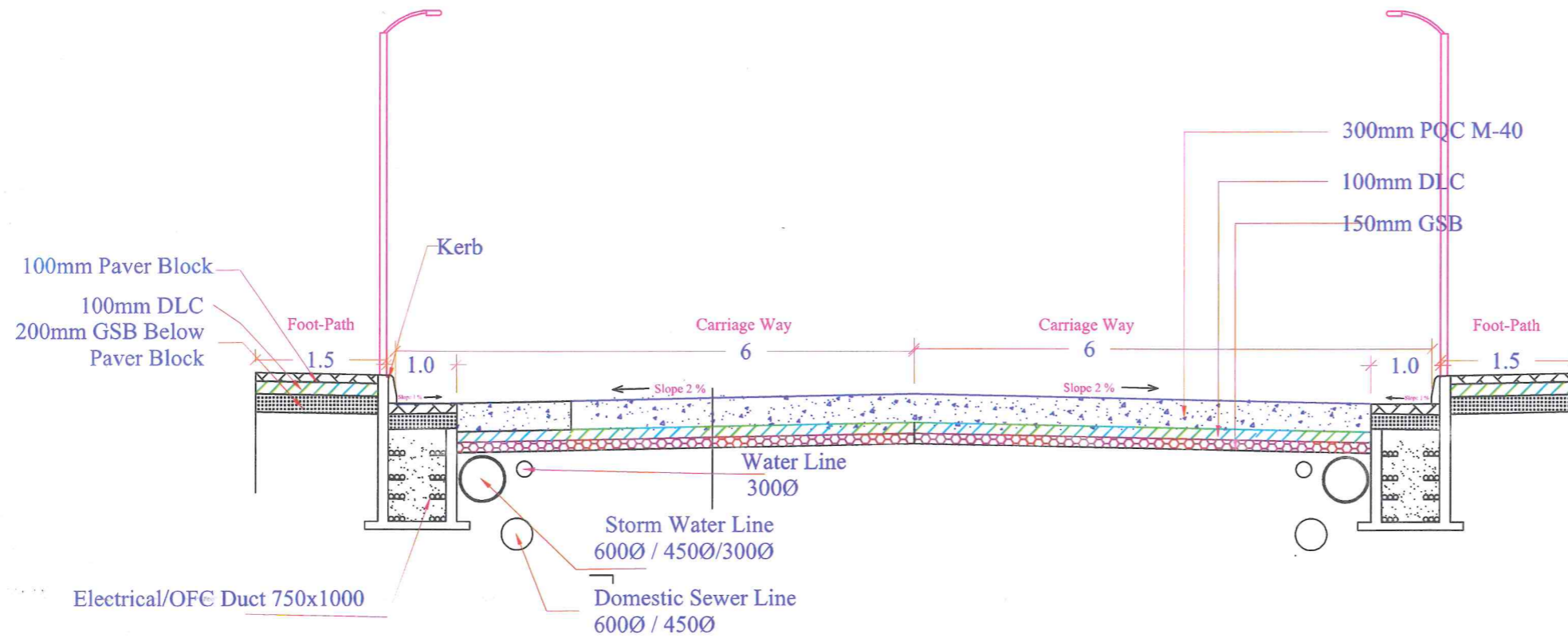
Note*-The road crust details are finalized. However, the utility layout within the road section is indicative in nature. The actual on-site execution of utilities shall be carried out based on prevailing site conditions and as per the directions of the Engineer-in-Charge


ARIF ALI
 Sub-Engineer (Civil)
 ISCDL


रूपल चोपड़ा
 (सहायक योजनाकार)


Executive Engineer
 Indore Smart City Development
 Limited

15.0 m Wide Road Cross Section



Note*-The road crust details are finalized. However, the utility layout within the road section is indicative in nature. The actual on-site execution of utilities shall be carried out based on prevailing site conditions and as per the directions of the Engineer-in-Charge

ARIF ALI
Sub-Engineer (Civil)

Executive Engineer
Indore Smart City Development Limited

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

SECTION– 2

DRAFT DEED OF CONVEYANCE

SECTION – 2 DRAFT DEED OF CONVEYANCE FOR COMPENSATORY LAND PARCEL

(Shall be executed with developer on stamp papers of appropriate Denomination as per stamp duty guidelines of GOMP)

This Deed of Conveyance (Deed of Conveyance) is made on this ___ day of ___ 2026, at Indore, Madhya Pradesh

BY AND BETWEEN

The CHIEF EXECUTIVE OFFICER, ON BEHALF OF THE INDORE SMART CITY DEVELOPMENT LIMITED, INDORE, (hereinafter referred to as "ISCDL" or the "Seller", which expression shall unless repugnant to the Context and meanings thereof include its Authorized Representatives, Nominees and Assigns) of the FIRST PART;

AND

M/s, a company duly incorporated under the Indian Companies Act, 2013 and having its registered office at (hereinafter referred to as "Developer" or the "Purchaser", which expression shall, unless it is repugnant to the subject or context thereof, include its successors and permitted assigns) of the SECOND PART (Each of the parties of the FIRST and SECOND PART are individually referred to as a "Party" and collectively to as the "Parties")

WHEREAS:

- a. Pursuant to the Concession-cum-Development Agreement dated _____ and Developer achieving the pre-conditions set there under, the Developer has requested ISCDL for the grant of land-ownership rights of the Compensatory Land Parcel admeasuring to **941.0 Sqm (Block No. -16, Dimensions: 30.15m x 31.19m, Land Use: Resi-Commercial)** at MOG Lines Land Parcel -1 Near Mhow Naka, Indore) (stated in particular in the Annexure 1 hereinafter referred to as "Compensatory Land Parcel") in accordance with the terms and conditions of the Concession-cum-Development Agreement
- b. The Developer has requested to sign the Deed of Conveyance in his favour, for the grant of land-ownership rights on the Compensatory Land Parcel, vide Developer's letter dated day of 2026, together with Final Completion and hand over Certificate for Government Facilities and Final Payment Certificate/Part Completion Certificate for Government Facilities and Provisional Payment Certificate [Strike whichever is not applicable as deleted]; issued by ISCDL Nodal Officer confirming the achievement of pre-conditions to execution of Deed of Conveyance in accordance with the terms and conditions of the Concession-cum Development Agreement. Or [Strike one of the Recital b or c as 'deleted' as applicable]
- c. Agreement in his favour, for the grant of land-ownership rights on the Compensatory Land Parcel, vide Developer's letter dated _____ day of _____ 2026, together with Part Completion Certificate

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

for Government Facilities and Final Payment Certificate issued by ISCDL Nodal Officer confirming the achievement of preconditions to execution of Deed of Conveyance in accordance with the terms and conditions of the Concession-cum Development Agreement. Or [Strike one of the Recital b or c as ‘deleted’ as applicable]

- d. It is accepted and understood by both the parties that the grant of land-ownership rights on Compensatory Land Parcel has been awarded to the Developer against Developer’s Obligations under the ‘Concession-cum-Development Agreement’
- e. ISCDL being sole owner of the Compensatory Land Parcel and confirming to the Developer achieving the pre-conditions set under the Concession-cum- Development Agreement, ISCDL agrees to grant land-ownership rights to the Developer, on the Compensatory Land Parcel, on the terms and conditions set out herein, as per the established and accepted procedures / codes of the Revenue department of GoMP NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Deed of Conveyance and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Conveyance

- 1.1. That ISCDL hereby grants, conveys, assigns, transfers, sells and set over all its right, title, and interest in the Compensatory Land Parcel more particularly described in the Annexure 1 herein and delineated with RED Colour boundary line on the site plan of the Compensatory Land Parcel marked as Annexure 2, to and in favour of Developer together with all rights, title, interest, property, estate, appurtenances, easements, common ways, advantages, liberties, thereto held and enjoyed and privileges whatsoever belonging thereto and on the basis of the satisfactory independent legal and title diligence conducted by the Developer in relation to the Compensatory Land Parcel, as mentioned in the relevant Recital above to have and to hold the same as the absolute legal owners thereof free from all encumbrances, attachments, mortgages, charges, claims, or liabilities of any kind whatsoever for the use of the Developer, its successors-in-title, nominees and assigns, absolutely and forever together with the title deeds, writings, documents and all other evidences as listed in the Annexure 3 herein annexed together with all liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever to the Compensatory Land Parcel,
- 1.2. That on and from the date hereof, its shall be lawful for the Developer, from time to time and at all times hereafter, to peacefully and quietly, hold, enter upon, use, occupy, possess and enjoy the Compensatory Land Parcel hereby granted, conveyed transferred and assured with all appurtenances thereto, as sole and absolute owner and possession holder thereof and receive the rents, issues and profits thereof and of every part thereof, to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by ISCDL or by any person lawfully and equitably claiming by, from, under or in trust for them.
- 1.3. The Developer undertakes and covenants to from the date of execution of this Deed of Conveyance to comply and adhere to the applicable laws pertaining to the Compensatory Land Parcel including in relation to the use, occupation, development of the Compensatory Land

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

Parcel at its own cost and expenses and shall be solely responsible for compliance of the same without any recourse to ISCDL in any manner whatsoever.

- 1.4. The Developer is fully satisfied with title of ISCDL including all the approvals obtained in relation to the Compensatory Land Parcel. The Developer has also physically inspected the Compensatory Land Parcel and is fully satisfied with the physical condition and attributes of the Compensatory Land Parcel.

2. Considerations

- 2.1. That, in consideration of ISCDL conveying the Compensatory Land Parcel in the favour of Developer, the Developer has paid to ISCDL the total consideration of Rs. _____ [in figures and Words], to hold, to use, to enjoy and to deal with in the same manner as ISCDL has the right to do. The Developer has paid the Sale Consideration in following Manner.

#	Amount	Details
1	Rs. _____ [in figures and Words],	Satisfactory hand over the site for construction of Government Facilities by ISCDL/ Nodal Officer to the Developer in accordance with the Terms and Condition for signing of Concession-cum Development Agreement
2	1 st Instalment Rs. _____ [in figures and Words],	In term of cost of construction of Government Facilities and assets, in accordance with the payment schedule prescribed in the Concession-cum Development Agreement
3	2 nd Instalment Rs. _____ [in figures and Words],	In term of cost of construction of Government Facilities and assets, in accordance with the payment schedule prescribed in the Concession-cum Development Agreement
4	3 rd Instalment Rs. _____ [in figures and Words],	In term of cost of construction of Government Facilities and assets, in accordance with the payment schedule prescribed in the Concession-cum Development Agreement
5	4 th Instalment Rs. _____ [in figures and Words],	In term of cost of construction of Government Facilities and assets, in accordance with the payment schedule prescribed in the Concession-cum Development Agreement
6	Final Instalment Rs. _____ [in figures and Words],	Through Demand Draft No _____ dated _____ of _____ Bank _____ branch in the favour of Indore Smart City Development Limited, District Indore in accordance with the payment schedule prescribed in the Concession-cum-Development Agreement
7	Rs. _____ [in figures and Words],	Total Sale Considerations

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR "INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE" UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

- a. ISCDL have received the entire amount of sale consideration as mentioned herein above, now nothing remains due to be paid to ISCDL or recoverable from the Developer in regards to the sale consideration of the Compensatory Land Parcel.
- b. Subject to provisions of Article 8 of the Concession-cum-Development Agreement, ISCDL does hereby transfer, acquit, release and discharge every part of the said Compensatory Land Parcel including all rights and privileges attached thereto with all other benefits of enjoyments of the same in the favour of the Developer to hold and to enjoy the same for-ever by way of this Deed of Conveyance and the possession of the said Compensatory Land Parcel has been delivered by ISCDL to the Developer in pursuance of and under this Deed of Conveyance without any interference, interruption or disturbance from ISCDL or any person claiming through or under them.
- c. ISCDL have received the part amount of sale consideration as mentioned herein above.
- d. Subject to provisions of Article 8 of the Concession-cum-Development Agreement, ISCDL does hereby transfer, acquit, release and discharge every part of the said Compensatory Land Parcel including all rights and privileges attached thereto with all other benefits of enjoyments of the same in the favour the Developer to pay balance sale considerations hereinabove in the form of handover and transfer of the Completed Government Facilities and Assets therein to ISCDL/ Concerned Department of GoMP; shall make this Deed of Conveyance liable to be terminated.

3. Possession

- 3.1. That ISCDL has hereby within the 30 days from the date of this Deed of Conveyance, hand over the vacant and peaceful, physical possession of the Compensatory Land Parcel, free from all or any encumbrances to the Developer and the Developer confirms to received such possession of the Compensatory Land Parcel

4. Representations, Warranties and undertakings

- 4.1. That, ISCDL hereby represents, warrants, and undertakes unto the Developer as follows:
 - a. ISCDL is the sole and absolute owner of the Compensatory Land Parcel till the date hereof with uninhibited and uninterrupted rights of alienation over the same and the Compensatory Land Parcel is legally and beneficially owned, occupied, absolutely controlled by ISCDL, without any subsisting powers, authority or otherwise any right or interest to enjoy, use, occupy or to do any other act in respect of the Compensatory Land Parcel in the favour of any other person
 - b. ISCDL is fully entitled to execute this Deed of Conveyance including transfer by conveyance of all rights, title, interests in the Compensatory Land Parcel to the Developer and this Deed of Conveyance constitutes a legal, valid and binding obligation of ISCDL. ISCDL has the power and authority to execute and perform the terms and provisions of this Deed of Conveyance, and have taken all actions and approvals necessary to authorise the execution and delivery of this Deed of Conveyance by ISCDL and the person executing this deed on behalf of ISCDL including the transaction of sale of the Compensatory Land Parcel contemplated hereby

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR "INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE" UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

- c. No part of the Compensatory Land Parcel is subject to attachment and there are no injunctions, attachments, court orders, dues, notices, and/or acquisition proceedings, or legal proceedings pending against the Compensatory Land Parcel or ISCDL in relation to the Compensatory Land Parcel, restricting ISCDL from transferring the Compensatory Land Parcel in the favour of the Developer
- d. All estate, interest, right and title whatsoever relating to the Compensatory Land Parcel vest with ISCDL and ISCDL has good right, full power and absolute authority to sell and transfer the said Compensatory Land Parcel in favour of the Developer as contemplated in this Deed of Conveyance
- e. ISCDL is the sole & absolute owner of all benefits and easements necessary for the use and enjoyment of the entire Compensatory Land Parcel. No right or easement that may be required for the fulfilment of the terms and conditions of this Deed of Conveyance is restricted in any manner whatsoever. Such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise.
- f. On the date of execution of this Deed of Conveyance and for the period up to the date of this Deed of Conveyance, no taxes, cess, fines and arrears, relating to the Compensatory Land Parcel is outstanding / due. ISCDL declares that there is no payment outstanding to any revenue department(s) such as income-tax, sales tax etc., of ISCDL which could directly constitute a charge/lien on the Compensatory Land Parcel or otherwise adversely prejudice or affect the transaction herein
- g. Upon execution of this Deed of Conveyance, all the absolute rights, title and interest in the Compensatory Land Parcel along with the right to develop the Compensatory Land Parcel shall stand transferred in favour of the Developer absolutely free from encumbrances, claims, demands, charges, liens, attachments or proceedings.
- 4.2. All the representations and warranties of ISCDL contained herein shall remain valid and true and shall run in favour of and benefit the Developer

5. Further Assurance

- 5.1. ISCDL undertakes that it shall all time and from the time to time hereinafter at the request or demand of the Developer and at the cost of the Developer, do or cause to be done all such acts or things as shall be lawfully or reasonably necessary or required in order to better and perfect the title of the Developer and fuller enjoyment of the Compensatory Land Parcel by the Developer without demanding any additional consideration from the Developer.
- 5.2. On and from the date of execution of this sale deed, the liability regarding payment of any and all taxes, claims, demands, taxes, cesses, public dues, penalties, fines in relation to the Compensatory Land Parcel or part thereof shall be of the Developer, and ISCDL shall not be liable for any such payment.

6. Indemnity

- 6.1. For the period up to the date of this sale deed, ISCDL agrees to always indemnify, defend and hold harmless the Developer from and against all claims, losses, damages, costs, expenses whether suffered or incurred by the Developer, or which the Developer may otherwise become

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR "INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE" UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

subject to (regardless of whether or not such losses relate to any third party claim) and which arise out of, or result from or are connected with:

- a. any misrepresentation, falsity of any of the representations and warranties contained in this Deed of Conveyance or a matter or event which renders any such representations and warranties false; or
 - b. any defect or want of title of ISCDL to' the Compensatory Land Parcel or any portions thereof, or any claim by third parties and/or predecessors in title to the Compensatory Land Parcel and/or any portion of the Compensatory Land Parcel, as the case may be
- 6.2. To the best of ISCDL's knowledge no litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, requisition or disputes commenced in relation to this Deed of Conveyance, against the Developer or any event or circumstance which has or is reasonably likely to have a material adverse effect on the Compensatory Land Parcel. ISCDL hereby agree to indemnify, defend and hold harmless the Developer from and against any litigation, arbitration or other proceedings initiated prior to the date of execution of this Deed of Conveyance.

7. Costs

- 7.1. The stamp duty and the registration fee, along with any other cess or surcharge and expenses payable thereon, regarding the execution and registration of this Deed of Conveyance, shall be borne by the Developer.

8. Delivery of Original Documents

- 8.1. ISCDL has delivered all the registered, unregistered, deeds, receipts and every original documents of title pertaining to the Compensatory Land Parcel listed in the Annexure 3 annexed hereto to the Developer on the date of execution of this Deed of Conveyance

IN WITNESS WHEREOF THE PARTIES hereto through their duly authorized signatories have made and executed this Deed of Conveyance on the day, month and year first hereinabove written, in the presence of the following witnesses:

Signed and delivered for and on behalf of Indore Smart City Development Limited

BY: _____

Name:

Title:

Witness:

Signed and delivered for and on behalf of _____

[insert Name of Developer]

BY: _____

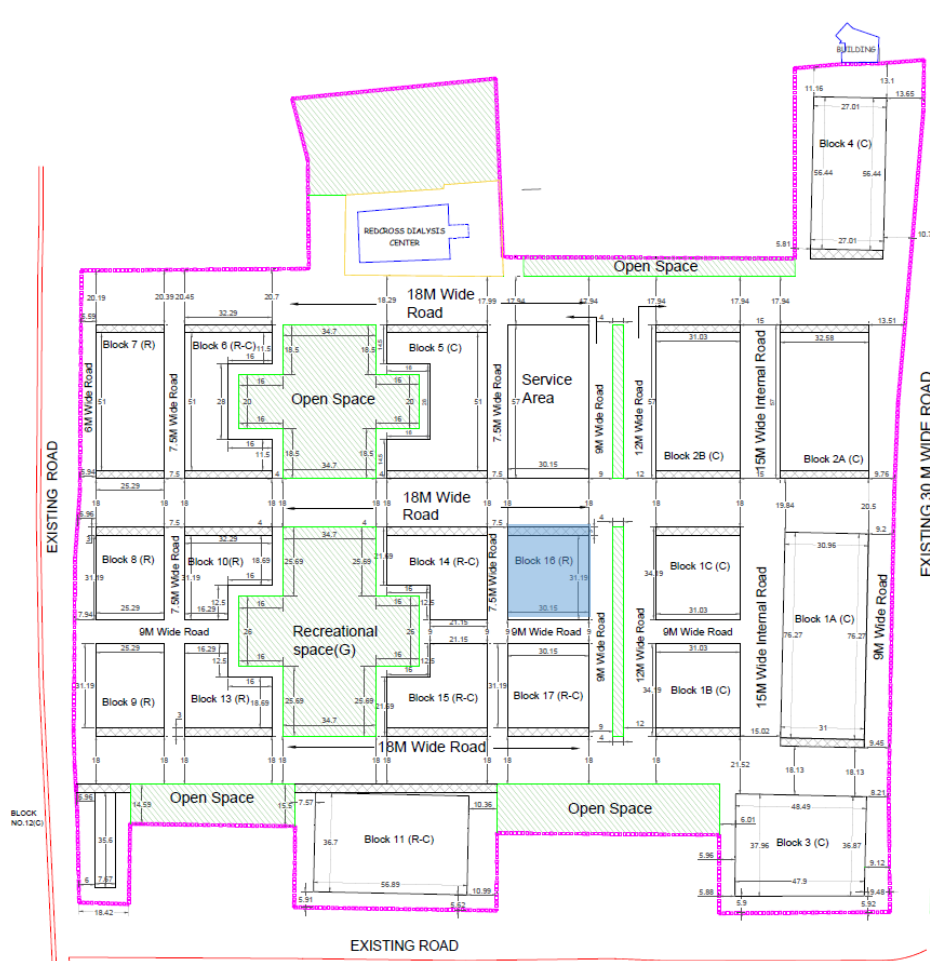
Name:

Title:

Witness:

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

Annexure 1 to Deed of Conveyance for Compensatory Land Parcel [Description of the Compensatory Land Parcel and Its Boundaries]

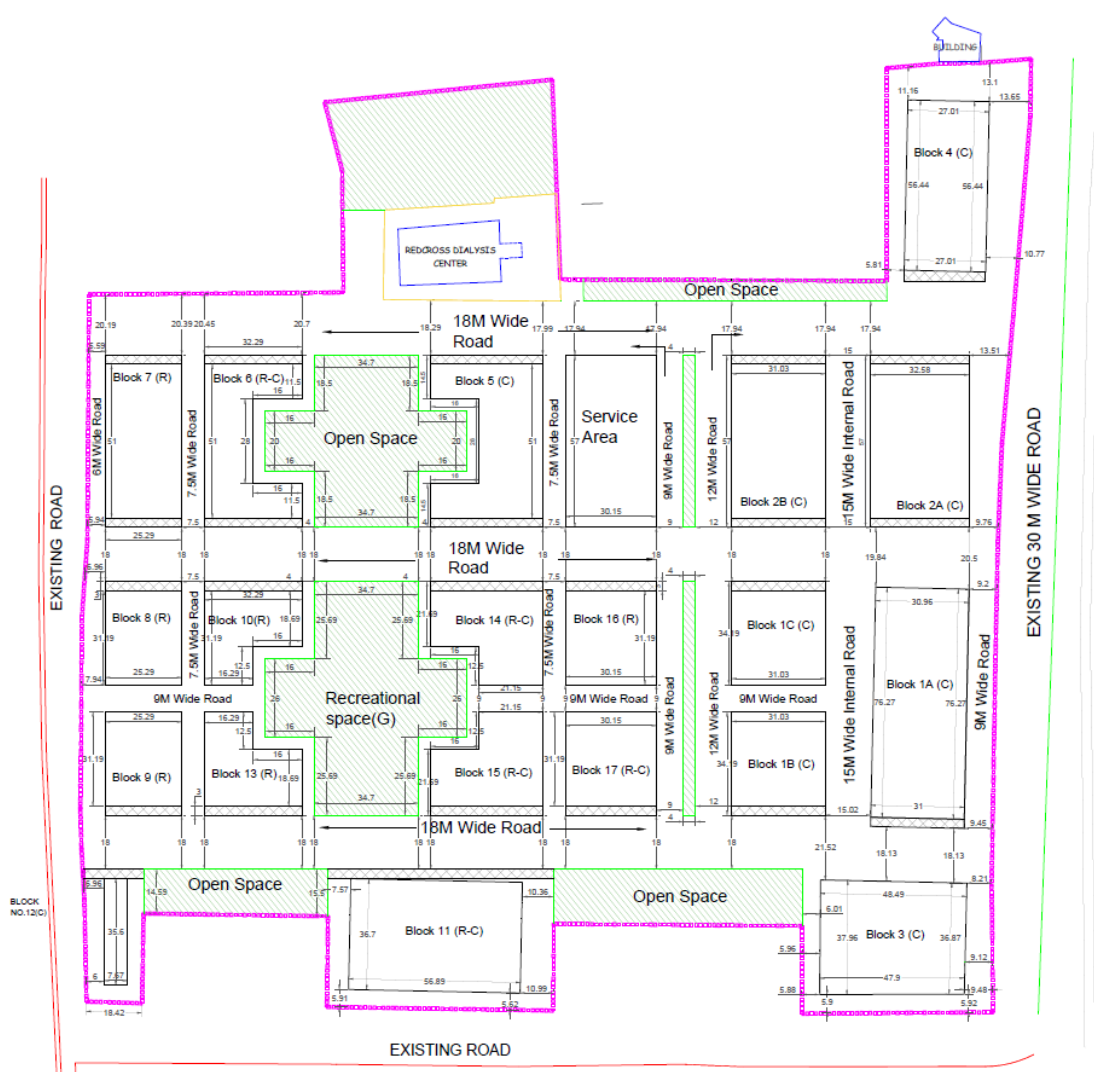


Details of Block No. 16	
Particulars	Description
Ground Coverage: Block No. -16 (Area in sqm)	941
Permissible built-up area (Built-up Area in Sqm)	9,221
Permissible Use	Resi - Commercial
Dimensions of the Block	30.15m * 31.19m

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

Annexure 2 to Deed of Conveyance for Compensatory Land Parcel

[Site plan of Compensatory land Parcel as per the schedule C – Annexure 2 of the Concession-cum-Development Agreement]



T&CP Approved layout will be uploaded separately.

REQUEST FOR PROPOSAL FOR SELECTION OF BIDDER FOR “INFRASTRUCTURE DEVELOPMENT WORKS INCL. CONSTRUCTION OF ROADS, UNDERGROUND WATER TANK, WATER SUPPLY NETWORK, SEWER NETWORK, STORM WATER DRAINAGE NETWORK, OPEN AREA DEVELOPMENT IN THE CAMPUS OF MOG LINES LAND PARCEL -1 (OLD GOVERNMENT QUARTERS) NEAR MHOW NAKA, INDORE” UNDER THE MODEL PRESCRIBED IN RE- DENSIFICATION POLICY OF GoMP AGAINST FREEHOLD SALE OF BLOCK No. -16 (LAND USE: RESI-COMMERCIAL) OF MOG LINES -1 AS COMPENSATORY LAND PARCEL (CLP): [VOLUME -2]

Annexure 3 to Deed of Conveyance for Compensatory Land Parcel

[Any other Document related to Compensatory land Parcel]