

Government of Odisha
Housing & Urban Development Department

No. 1810 /HUD, Date 29.12.2020
HUD-HU-POLICY-0002-2018

NOTIFICATION

After careful consideration, Government have been pleased to modify different Clauses of the "Policy for Housing for All in Urban Areas, Odisha, 2015" as follows:

1. The definition of Carpet Area in Clause 2.12 shall be replaced by the words and expressions; '**Carpet Area**' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.'
2. The words & expressions '**Reservation Requirement:** All apartments/ group-housing schemes with plot size exceeding 2,000 sqm shall have to compulsorily reserve minimum 10% of the originally permissible built-up area, for EWS dwelling units in order to obtain building plan approval from the competent authority under the applicable building regulations', in the clause no. 4.1.1.1 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by 'All apartments/ group-housing schemes with plot size exceeding 2,000 sqm shall have to compulsorily reserve minimum 10% of the approved / constructed carpet area, for EWS dwelling units in order to obtain building plan approval from the competent authority under the applicable building regulations.'
3. The words & expressions '**Compensatory FAR:** The private developer shall be entitled to receive compensatory FAR equivalent to 100% of built up area utilized for EWS units. This additional FAR can be utilized in the same project subject to maximum FAR of 3.5, or where there is any difficulty in utilizing the compensatory FAR in the same project, the developer shall be entitled to receive TDR for the unutilized Compensatory FAR. This TDR can be utilized at a different location or transferred to third parties subject to guidelines to be issued by the Government in this regard' in the clause No. 4.1.1.2 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**Compensatory FAR:** The FAR consumed for EWS dwelling units shall be exempted from the overall built-up area calculation for the project. Additionally, the private developer shall be entitled to receive compensatory FAR equivalent to 100% of built up area utilized for EWS units. This additional FAR shall be utilized in the same project subject to the limitation of maximum permissible FAR over the plot of Land as per the prevailing Planning & Building Standards Rules/ Regulations. This additional FAR can be adjusted towards purchasable FAR, in case the developer constructs more than Base FAR over the plot of land.'
4. Clause no. 4.1.1.5 (a) of the policy for Housing for All in Urban Areas, Odisha, 2015, shall be omitted. Wherever reference to clause 4.1.1.5 (a) is made in the policy, shall stand deleted.
5. Clause no. 4.1.1.5 (b) of the policy for Housing for All in Urban Areas, Odisha, 2015, shall be added with the following words and expressions, ' The developer shall have the option to deposit "Shelter Fee" in four equal installments spread over the validity period of the project approval.'

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6. A new clause numbered 4.1.1.5 (c) shall be inserted after clause 4.1.1.5 (b) of the policy with the following words and expressions, '**Development of EWS Housing over Government land by Private Developer:** This provision of the Policy sets up mechanism for accessing government land by private developers which enables them to address the issue of reserving EWS units within their project sites. Further, this should ensure better occupancy of the constructed EWS units over available government land within city limits without disturbing the livelihood linkages.

- i. In such case, the government land shall be provided to PDA on freehold and free of cost basis.
- ii. The PDA may be allowed to take up such projects in other zones including Industrial Use Zone, Wholesale Commercial Use Zone as indicated in the Development Plans prepared under the relevant Acts. Such provision would be helpful in addressing the issues of supply side of affordable housing near work places of such zones where labour intensive work is pursued.
- iii. The PDA will allow private developer right to construct/ develop the Affordable Housing assets. This relaxation will also be available to the ongoing projects.
- iv. The PDA shall be responsible for designing of the EWS building blocks along with physical & social infrastructure facilities over such parcel of land.
- v. The PDA shall invite application from individual developer or group of developers for undertaking development of EWS dwelling units block-wise as per their requirement under Clause No.- 4.1.1.1 in on-going & future projects. The PDA shall select such developer(s) on first come first serve basis for development of EWS blocks.
- vi. The development of physical infrastructure like water supply, external electrification, sewerage connection, solid waste management facility, drainage etc. and social infrastructure facility including neighborhood shopping shall be developed by PDA. The cost towards such development shall be borne by respective developer(s) in proportion to the number of dwelling units being developed by such developer(s).
- vii. The EWS dwelling units under this provision shall be allotted as per Clause 4.1.1.5 (c) of this Policy.
- viii. In such case, the developer(s) shall be entitled to avail compensatory FAR equivalent to 10% of the built up area utilized for EWS units in case high rise structures for EWS units are being taken up by private developer. This compensatory FAR can be utilized by the private developer in their own project(s).'

7. The words & expressions '**Compensatory FAR:** The Government PDA shall be entitled to receive additional FAR equivalent to 100% of built up area utilized for EWS and LIG units. This additional FAR can be utilized in the same project subject to maximum FAR of 3.5, or where there is any difficulty in utilizing the compensatory FAR in the same project, the PDA shall be entitled to receive TDR for the unutilized Compensatory FAR which may utilize at a different location or transfer to third parties subject to guidelines to be issued by the Government in this regard' in the clause no. 4.1.2.2 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**Compensatory FAR:** The FAR consumed for EWS Dwelling Units shall be exempted from the overall built-up area calculation for the project. Additionally, the Government PDA shall be entitled to receive additional FAR equivalent to 100% of built up area utilized for EWS and LIG units. This additional FAR shall be utilized in the same project subject

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to the limitation of maximum permissible FAR over the plot of Land as per the prevailing Planning & Building Standards Rules/ Regulations. This additional FAR can be adjusted towards purchasable FAR in case the PDA constructs more than Base FAR over the plot of land.'

8. The words & expressions '**Compensatory FAR:** The developer shall be entitled to receive additional FAR equivalent to 100% of built up area utilized for EWS & 50% of the built up area utilized for LIG units. This additional FAR can be utilized in the same project subject to maximum FAR of 3.5, or where there is difficulty in utilizing the higher FAR in the same project, the developer shall be entitled to receive TDR for the unutilized Compensatory FAR which he may utilize at a different location or transfer to third parties subject to guidelines to be issued by the Government in this regard' in the clause no. 4.2.1.3 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**Compensatory FAR:** The developer shall be entitled to receive additional FAR equivalent to 100% of built up area utilized for EWS and 50% of the built up area utilized for LIG units. This additional FAR shall be utilized in the same project subject to the limitation of maximum permissible FAR over the plot of Land as per the prevailing Planning & Building Standards Rules/ Regulations. This additional FAR can be adjusted towards purchasable FAR in case the developer constructs more than Base FAR over the plot of land.'

9. The words & expressions '**Compensatory FAR:** The PDA shall be entitled to receive additional FAR equivalent to 100% of built up area utilized for EWS and 50% of the built up area utilized for LIG units over and above the mandatory reservation under Model 1. This additional FAR shall be utilized in the same site subject to maximum FAR of 3.5. Provided if there is difficulty in utilizing the compensatory FAR in the same project, it shall be entitled to receive TDR for the unutilized Compensatory FAR which, they may utilize at a different location, again subject to the limitation of not more than FAR of 3.5 at a single location, or transfer to third parties subject to guidelines to be issued by the Government in this regard' in the clause no. 4.2.2.3 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**Compensatory FAR:** The PDA shall be entitled to receive additional FAR equivalent to 100% of built up area utilized for EWS and 50% of the built up area utilized for LIG units over and above the mandatory reservation under Model 1. This additional FAR shall be utilized in the same site subject to the limitation of maximum permissible FAR over the plot of land as per the prevailing Planning & Building Standards Rules/Regulations. This additional FAR can be adjusted towards purchasable FAR in case the PDA constructs more than Base FAR over the plot of land.'

10. '**Density Norms**' in the clause no. 4.3.1.2 (a) of the policy for Housing for All in Urban Areas, Odisha, 2015 shall be omitted.

11. The words & expressions '**FAR:** Maximum FAR of 3.5 will be allowed for the projects under this model. If part of FAR for Affordable Housing Area remains unutilized, the same can be utilized by the private developer on Developer Area' in the clause no. 4.3.1.2 (c) of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**FAR:** Maximum permissible FAR as per the prevailing Planning & Building Standards Rules/ Regulations shall be allowed for the whole project site under this model. If part of the maximum permissible FAR for Affordable Housing Area remains unutilized, the same shall not be utilized by the private developer on the Developer Area or shall not be transferable to any other different location. The private developer shall not be required to submit TDR Certificate or Purchasable FAR for the built-up area to be constructed above Base FAR.'

12. After the words & expressions, "**Eligibility Criteria:** The private developers participating in the bidding process shall qualify on the eligibility criteria given in Annexure-4 and other such criteria as given in Bid documents", in the clause No. 4.3.1.3 (b) of the Policy for Housing for All



in Urban Areas, Odisha, 2015, the following words and expressions shall be added 'Further, in order to stream line the process of approval of Bid /RFP documents, standards as prescribed for preparing the Bid / RFP documents for development of Affordable Housing projects through PPP mode in Annexure 4-A shall be followed.

However, the outcome of the bid process shall be placed before the competent authority. In addition to that, in the case of any deviation for standardized bid document, approval shall be taken before initiating the bidding process. Standard provisions of the bid/ RFP as per Annexure-4A shall be considered while preparing RFP document for selection of the private developer to take up the project under PPP mode.'

13. The words & expressions '**Fixed Parameter:** The fixed parameter will be construction of Affordable Housing Units along with the neighborhood shopping and community facilities to be developed by the private developer in Affordable Housing Area, which shall be handed over to the Project Development Authority free of all costs.' in the clause No. 4.3.1.3 (c) of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be added with 'In such case, the private developer shall consider utilization of at least 75% of the maximum permissible FAR over the Affordable Housing Area (AHA) towards construction of Affordable Housing Units. However, in exceptional cases due to restrictions of heights or use of land by any state/ central government agencies; the PDA shall have the flexibility to reduce the achievable number of units and achieved FAR with approval from the State Government.'

14. '**Density Norms**' in the clause no. 5.4.1.1 (a) of the policy for Housing for All in Urban Areas, Odisha, 2015 shall be omitted.

15. The words & expressions '**FAR:** Maximum FAR of 3.5 will be allowed for the projects under this model. If part of FAR for Rehabilitation Area remains unutilized, the same can be utilized by the private developer on Developer Area' in the clause no. 5.4.1.1 (c) of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**FAR:** Maximum permissible FAR as per the prevailing Planning & Building Standards Rules/ Regulations will be allowed for the whole project site under this model. If part of the maximum permissible FAR for Rehabilitation Area remains unutilized, the same shall not be utilized by the private developer on Developer Area or shall not be transferable to any other different location. The private developer shall not be required to submit TDR Certificate or Purchasable FAR for the built-up area to be constructed above Base FAR.'

16. The words & expressions '**Fixed Parameter:** The fixed parameter will be construction of SRRH Units along with the neighborhood shopping and community facilities to be developed by the private developer in Rehabilitation Area, which shall be handed over to the Project Development Authority free of all costs.' in the clause no. 5.4.1.2 (c) of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be added with 'In such case, the PDA shall consider utilization of at least 75% of the maximum permissible FAR over the Slum Rehabilitation Project Area (SRPA) towards construction of SRRH Units. However, in exceptional case due to restrictions of heights or use of land by any state/ central government agencies; the PDA shall have the flexibility to reduce the achievable number of units and achieved FAR with approval from the State Government.'

17. After Clause no. - 7.3, the following clauses shall be inserted, namely:

h. gan '**7.4 Special Institutional Arrangement for Development Authority (DA):** There shall be following institutional mechanism for implementation and monitoring of the large scale

Affordable Housing Projects within Jurisdiction of respective Development Authorities (DA) to address the affordable housing shortage pertaining to DA's in Odisha.

7.4.1 Steering Committee: A High Level Monitoring Committee shall be constituted by the State government with Chief Secretary as Chairman and comprising of other members as provided below

i.	Chief Secretary, Odisha	Chairman
ii.	Development Commissioner-cum- Additional Chief Secretary, Odisha	Member
iii.	Principal Secretary, Housing & Urban Development Department	Member
iv.	Principal Secretary, GA & PG Department	Member
v.	Principal Secretary, Finance Department	Member
vi.	Principal Secretary, R & DM Department	Member
vii.	District Collector, Respective Jurisdiction	Member
viii.	Commissioner, Respective Municipal Corporation	Member
ix.	Joint Secretary, Revenue & Disaster Management	Member
x.	Joint Mission Director, OUHM	Member
xi.	Director of Estate, GA & PG Department	Member
xii.	Vice Chairman, Respective Development Authority	Convener

This committee will take decisions and undertake appropriate actions for rolling out new affordable housing projects and its smooth implementation within DA jurisdiction. The committee shall have the following duties, powers and responsibilities:

- i. To consider, recommend standard bidding documents and accord in-principle approval to new affordable housing projects within jurisdiction of respective DAs.
- ii. To streamline various procedures and bring in inter departmental coordination.
- iii. To inspect, review and monitor housing projects with regard to its implementation, execution, operation and management.
- iv. To finalize and recommend land requirements for affordable housing in DA jurisdiction.
- v. To coordinate with other Central/ State Government Department and Agencies for successful implementation of the Housing for All Policy and other schemes for promotion of Affordable Housing.

7.4.2 Working Committee: The Committee shall be constituted with Vice Chairman, of respective Jurisdiction as Chairman and comprising of other members as provided below:

i.	Vice Chairman, Respective Development Authority	Chairman
ii.	District Collector Respective Jurisdiction	Member
iii.	Representative of Finance Department	Member
iv.	Representative of Law Department	Member
v.	FA of H&UD Department	Member
vi.	Chief Engineer, H&UD Department	Member
vii.	Commissioner of respective Municipal Corporation	Member
viii.	Joint Secretary, Revenue & Disaster Management	Member
ix.	Joint Mission Director, OUHM	Member
x.	Director of Estate, GA & PG Department	Member

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xi.	Secretary-cum-Member Estate, Respective DA	Member
xii.	Engineering Member-cum-Chief Engineer, Respective DA	Member
xiii.	Secretary of respective Development Authority	Convener

The committee shall have the following duties, powers and responsibilities:

- i. To conduct scrutiny of the Bid document/RFP for the AHP and to ascertain that it is prepared in consonance with the prevailing financial norms and there is no violation of codal provisions.
- ii. To inspect, review and monitor housing projects with regard to its implementation, execution, operation and management.
- iii. To resolve issues related to land allocation for Affordable housing project.
- iv. To ensure timely implementation of the projects.
- v. To address the issues for implementing the affordable housing projects.

Note: The proceedings of the Committees will not be invalid if any of the above members are not available.'

18. Note (i) under Clause 1 of Annexure- 1, shall be replaced by "Cost of Construction of each dwelling unit (Lump Sum including land development cost and internal infrastructure cost) is taken as Rs.1750 / Square feet. This will increase @ 2% per annum with effect from FY2021-2022 until further revised cost is notified by the State Government for the same."

19. Point 2 of Annexure- 2, shall be added with the following words & expressions 'However, in case of increased shelter fees due to revision in cost of construction annually as per Note (i) under Clause 1 of Annexure- 1; the increased shelter fee shall be adjusted in the last installment of shelter fees or before issuing occupancy certificate, whichever is later.'

20. After Annexure 4 in the policy for Housing for All in Urban Areas, Odisha, 2015, the a new annexure named as 'Annexure 4A- Standardized bid parameter - AHP & SRRH Projects under PPP Model' shall be inserted.

21. The words & expressions '**Relaxation for Affordable Housing Projects:** The following development control regulations shall be applicable to the extent of EWS & LIG housing in various housing projects of Government and Private Sectors.' in the clause no. 1 (B) (ii) of Annexure 5 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be replaced by '**Relaxation for Affordable Housing Projects:** The following development control regulations shall be applicable to the extent of EWS & LIG for Non High- Rise Buildings in various housing projects of Government and Private Sectors.'

22. The words and expressions, "Parking Requirements for Affordable Housing Projects can be accommodated within setback areas; between building blocks or green/open area subject to the condition that atleast 1.2 meter driveway for one side parking and 1.5 meter driveway for both side parking, shall be provided" in the clause no. 1 (B) (ii) (b) of Annexure 5 of the Policy for Housing for All in Urban Areas, Odisha, 2015, shall be replaced by, "Parking Requirements for Affordable Housing Projects can be accommodated within setback areas; where setback is minimum 3.00 meter subject to the condition that at least 1.2 meter driveway for one side parking and 1.5 meter driveway for both side parking, shall be provided."

23. Clause no. 1 (B) (ii) (c) of Annexure 5 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be omitted.

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24. Further, A new clause to be numbered as clauses no 1 (B) (ii) (d) shall be inserted below clause no. 1 (B) (ii) (c) of Annexure 5, with the following words and expressions, "However, for High-Rise Affordable Housing Projects; the provisions of prevailing Planning & Building Standard Rules/Regulations shall be followed.

25. 'Maximum Density' in the Clause no. 1 (B) (iii) of Annexure 5 of the Policy for Housing for All in Urban Areas, Odisha, 2015 shall be omitted.

By order of the Governor


(G. Mathivathanan)

Principal Secretary to Government

Memo No. 1811 Date 29.12.2020

Copy along with copy of the notification forwarded to the P.S to the Hon'ble Chief Minister, Odisha/ P.S to the Hon'ble Minister, H&UD Department/OSD to the Chief Secretary, Odisha for kind information of Hon'ble Chief Minister, Odisha/ Hon'ble Minister, H&UD Department/ Chief Secretary, Odisha.


Additional Secretary to Government

Memo No. 1812 Date 29.12.2020

Copy along with copy of the notification forwarded to the P.S to the Secretary, Ministry of Housing & Urban Affairs (MoHUA), Govt. of India, Nirman Bhawan, New Delhi for kind information.


Additional Secretary to Government

Memo No. 1813 Date 29.12.2020

Copy along with copy of the notification forwarded to the P.S to the Development Commissioner, Odisha/P.S to the Addl. Chief Secretary, Revenue & Disaster Management Department/ P.S to the Principal Secretary to Govt., Finance Department/ P.S to the Principal Secretary to Govt., Law Department/ P.S to the Principal Secretary to Govt., GA & PG Department /P.S to the Principal Secretary to Govt., H & UD Department for kind information of Development Commissioner, Odisha/ Addl. Chief Secretary, Revenue & Disaster Management Department/ Principal Secretary to Govt., Finance Department/ Principal Secretary to Govt., Law Department/ Principal Secretary, GA & PG Department /Principal Secretary to Govt., H & UD Department.


Additional Secretary to Government

Memo No. 1814 Date 29.12.2020

Copy along with copy of the notification (Soft copy/ Hard Copy) forwarded to the Printing, Stationary & Publication, Odisha Secretariat (Commerce Deptt-Gazette Cell) with a request to publish the notification in the next issue of Extraordinary Gazette and supply 100 copies to this Department.


Additional Secretary to Government

Memo No. 1815 Date 29.12.2020

Copy along with copy of the notification forwarded to All Collectors/All ULBs/ All Development Authorities/All Improvement Trusts/ All Planning Authorities/ OSHB/ ORHDC for information & necessary action.


Additional Secretary to Government



Standardized bid parameter - AHP & SRRH Projects under PPP Model

Definitions for reference-

AHP Construction Period	means the period commencing on and from the Effective Date, until the AHP Completion Date
Appointed Date	means the date of execution of the Development Agreement.
Effective Date	means the date on which all the Conditions Precedent have either been satisfied or waived by DA or the Developer, as the case may be, in each case, in accordance with the Development Agreement.
HFA Policy	means the "Policy for Housing for All in Urban Areas, Odisha, 2015", issued by the Housing and Urban Development Department, GoO and as amended from time to time.
PDP Commencement Date	means the date from which the Developer shall have the right to commence construction of the PDP Units on the Developer's Area, as certified by the Independent Engineer or DA, as the case may be, which should be no earlier than the date on which each of the conditions set out in RFP are satisfied.

Part- A: General Project Details			Explanation
1	Project Components	<ol style="list-style-type: none"> _____standard size EWS Housing Units on Affordable Housing Area. Residential units and/or commercial development on Developer Area. Infrastructure Facilities comprising Internal development Works and Social Infrastructure Facilities on Affordable Housing Area. 	<ul style="list-style-type: none"> Numbers of Units (EWS / LIG) to be indicated - Based on Development Control Regulations, applicable by-laws and provisions of HFA policy. Sizes of Units to be clearly indicated List of physical infrastructure and social infrastructure facilities to be indicated
Part- B: Details of Land, Fixed Parameter and Development Control norms			
2	Land Area	<ol style="list-style-type: none"> Location Plan of the Project Area Project Area: Total Land area__acre Division of Total Land Area <ol style="list-style-type: none"> Affordable Housing Area: _____acre (____% of total are Developer's Area:_____ acre (____% of total area) 	<ul style="list-style-type: none"> Location plan, Total Project Area, Area for Affordable Housing Project and Developers area to be clearly Indicated <p><u>Note-</u> As per AHP policy, Affordable Housing Ares should not be less than 40% of the total area</p>
3	Fixed Parameters- Affordable Housing	<ol style="list-style-type: none"> The Developer shall construct and transfer _____ EWS units of Standard size including Internal Development Works and Social Infrastructure to DA, free of cost, in accordance with the provisions of the Development Agreement within_____ months from the Effective Date The Developer shall be responsible for 	<ul style="list-style-type: none"> Time line of the Project to be fixed based on the project size and market demand. Scheduled Construction period - Upto 1000 EWS

		<p>rectification of defects in the AHP Assets for _____ years from AHP Completion Date</p> <p>3. The Developer shall make payment for an amount, calculated as below, at the end of AHP Completion period such that the interest accruing from such account would be utilized by the Resident Welfare Association (or DA, in case RWA is not formed by the time of handover of EWS units) towards O&M of the affordable housing development.</p> <p>Amount = 2% x AHP Capital Cost (the % to be modified from time to time based on HFA policy and the applicable by-laws).</p>	<p>Units- max. 2 years, for every additional 1000 units additional 1 year shall be considered subject maximum of 4 years.</p> <ul style="list-style-type: none"> Defect liability Period (DLP) period to be clearly indicates (as per RERA and other rules / regulations) Contribution to RWA to be indicated as per HFA Policy and other applicable by-laws.
4	<p>Fixed Parameter- Infrastructure</p>	<p>The Developer shall provide the following Infrastructure Facilities comprising Internal development Works and Social Infrastructure Facilities:</p> <ul style="list-style-type: none"> Internal Development Works comprising all common infrastructure facilities, including internal roads, footpaths, water supply, sewage treatment plant, drainage, parks, street lighting, solid waste management and disposal, water conservation, energy management, fire protection and fire safety Social Infrastructure Facilities: <p>Neighbourhood shopping including community facilities (primary school, market place and primary health centre) equivalent to 5% of the built-up area developed as standard size EWS Units (out of which 3% of the built-up area will be exclusively for neighbourhood shopping) on the Affordable Housing Area in accordance with the design and construction requirements of DA.</p>	<ul style="list-style-type: none"> Infrastructure facility required for the project to be detailed out as per HFA policy and other applicable bylaws. Provisions for development of social infrastructure facility are to be indicated as per HFA Policy and other applicable bylaws.
5	<p>Development Control Norms</p>	<ol style="list-style-type: none"> Maximum FAR of will be allowed for the project on the total project site. Other Development Control as applicable as per the existing Planning and Building Standard Rules / Regulations, HFA Policy and other applicable by-laws 	<ul style="list-style-type: none"> To be decided based on applicable by-laws & HFA policy
6	<p>Tenure of Development Agreement</p>	<p>The Development Agreement executed between DA and the Developer shall have a term of _____ [Word] years from the handover of all the AHP Assets to DA or such longer period as may be subsequently notified under the RERA.</p>	<ul style="list-style-type: none"> Tenure to be finalizes based on size of project, construction period including the time required to fulfill the Condition Precedent and Defect Liability Period.\

Part-C: Financial Obligations

7	Bid parameter	Concession fee (Grant / Premium) to be quoted by the Bidder	
8	Selection of Developer	<p>Generally, the Preferred Bidder shall be the Selected Bidder for the Project. If the Preferred Bidder withdraws its Proposal or is not selected for any reason, then DA may, in its discretion, select the second Preferred Bidder as the Selected Bidder or annul the Bid Process.</p> <p>In the RFP, the term Preferred Bidder shall mean the Bidder who (a) meets the Qualification Criteria and the eligibility criteria; and (b) quotes the lowest Grant (in case all bidder quotes grant) or the highest Premium (in case all bidder quotes premium). If a Bidder(s) quotes a Grant, while another Bidder(s) quotes a Premium, then the term Preferred Bidder shall mean the Bidder who (i) meets the Qualification Criteria and the eligibility criteria; and (ii) quotes the highest Premium.</p>	<ul style="list-style-type: none"> • Bid Parameter to be clearly indicated. (Ref. HFA Policy provisions). Suitable provisions to be kept considering the fallback options.
9	Payment schedule of Concession Fee	<p><u>Standard provision for Payment of Premium-</u></p> <ul style="list-style-type: none"> i. First instalment – 15% on or before the Appointed Date; ii. Second instalment -15% on or before the Effective Date; iii. Third instalment- 30% on PDP Commencement Date i. Fourth instalment- 30% within 6 months of PDP Commencement Date ii. Fifth instalment- 10% on 1 year of PDP Commencement Date <p><u>Provision for Payment of Grant-</u></p> <ul style="list-style-type: none"> • First instalment – 25% - Completion of roof casting of the first 30% of total EWS Units • Second instalment – 25% - Completion of roof casting of the 60% of total EWS Units • Third instalment – 25% - Completion of roof casting of 100% of total EWS Units • Fourth instalment – 25% - Completion of construction of total EWS Units and the Infrastructure Facilities, and on receipt of the AHP Completion Certificate for the AHP Assets. 	<ul style="list-style-type: none"> • Suggested are as follows milestones
10	Escrow Account	The Developer shall create and establish an escrow account to be executed between Developer, DA and the Bank as per the terms and conditions of the RFP as a CP to the effectiveness of the Development Agreement.	<ul style="list-style-type: none"> • Mechanism to safeguard the interest of PDA to be indicated and also the relevant provisions of RERA for separate account to be complied.
11	Project Development Fee & expenses	Project Development Fee / Project Development expenses and other charges payable by the Selected Bidder / Developer	<ul style="list-style-type: none"> • Project Development Fee /Project Development expenses and other charges as the selected bidder shall have to pay

			should be clearly indicated.
12	Bid Security (refundable)	The bid security should be at least 0.5% of the indicative cost for affordable housing project. Bid Security to be submitted in the form of a Bank Guarantee.	<ul style="list-style-type: none"> Generally it is kept at 1%, but for Affordable Housing Project, it is being proposed to reduce it to 0.5%.
13	Cost of RFP document (Non-refundable)	INR____/- (non-refundable)+ GST to be payable in the form of Demand Draft/ Pay Order in favour of " name of the Authority " payable at "[location]" along with submission of proposal documents.	<ul style="list-style-type: none"> Should be in line with the OPWD codal provision (as amended from time to time)
14	Bid Validity	180 days from the last date of submission of bid.	
Part-D: Construction Schedule			
15	Construction period	<p><u>Affordable Housing Area</u></p> <p>The Developer shall complete the construction of the AHP Assets in all respects within the time as stipulated in the Development Agreement. In case of delay by the Developer in completing the construction of the AHP Assets within the above time period, an extension for a maximum period of () months [max. of 30% of construction period] may be provided subject to levy and recovery of Delay Liquidated</p> <p>Damages from the Developer as per the Development Agreement. [Delay Liquidated damage may be fixed between 0.25% to 0.50% of AHP Cost]</p>	<ul style="list-style-type: none"> Construction period to be clearly indicated Provision of extension of construction period to be clearly indicated.
16	Construction Performance Security	<p>The Developer would be required to provide performance securities as follows:</p> <ol style="list-style-type: none"> 2% of the AHP Project Cost; with validity of _____ months [CP period to be indicated] to secure its obligations during the CP Period. 10% of the AHP Project Cost; unconditional bank guarantee which shall be valid for a period of _____ months from the effective date [construction period] Upon the expiry of the AHP Construction Period till completion of Defect Liability Period: 1% of the AHP Project Cost; the validity of the Performance Security until the expiry of _____ years [defect liability period] from the AHP handover Date. 	
Part –E: eligibility Criteria			
17	General Criteria	1. The Bidder may be a single entity or a group of entities ("Consortium") coming together to implement the project subject to compliance with applicable laws, policies and guidelines of Government of India. The term Bidder used hereinafter would therefore apply to both a single entity as well as Consortium.	

2. Any Indian Legal Entities- Such Companies registered under the Companies Act, Proprietorship Firm, Partnership Firm, Limited liability partnerships firms registered under relevant acts, shall be eligible to participate in bid.

18 Technical
Criteria

1. **Technical Qualification Criteria:** The Bidder should have development and / or construction experience in ongoing and completed Category A Projects and Category B Projects over the past 5 years preceding the submission of its Bid such that:

- Summation of product of (a) Eligible value of Eligible Projects and (b) weightages of the project category must not be less than **1.25 times of AHP Cost (Threshold Technical Capacity)**; and

- Weightages of eligible projects for computation of Threshold Technical

Capacity

Category A projects – 1

Category B projects – 0.5

- Category A Projects means housing projects, residential townships, special economic zones (SEZs), industrial parks, schools, colleges, universities, IT-ITeS campuses, hostel buildings, auditoriums, convention centres, hotels, resorts and serviced apartments.
- Category B Projects means core infrastructure projects including highways, port terminal, airport terminal, railway stations and industrial infrastructure.
- For a project to be eligible for evaluation under Category A, the Eligible Value for a completed Project or the amount received/ amount paid for an ongoing Project should be within a range of 5-10% of the AHP Cost..
- For a project to be eligible for evaluation under Category B, the Eligible Value for a completed Project or the amount received/ amount paid for an ongoing Project should be within a range of 10-20% of the AHP Cost.
- 25% of the Threshold Technical Capacity is to be met from Eligible Projects under Category A

2. For each Category A Project and Category B Project, the Bidder/Associate/Member claiming construction experience should have been appointed as a contractor (either as principal contractor or as a consortium partner in the main contract) directly by the owner of the project/entity developing such project. Any sub-contracting experience under contracts not executed directly with the owner of

the project/entity developing the project shall not be considered while computing the Threshold Technical Capacity.

3. In case of consortium:
 - i. Two or more Members shall not quote experience in respect of the same Category A Project or Category B Project; and
 - ii. The Lead Member of the Consortium should demonstrate at least 40% (forty percent) of the Threshold Technical Capacity
 - iii. Experience of members with minimum 20% stake in the SPV to be considered for evaluation of technical qualification criteria.
 - iv. Experience of associates to be considered for evaluation of technical qualification criteria.

19 Financial Criteria

1. **Minimum Net Worth:** The Net Worth of the Bidder in the last Financial year Should be minimum **25% of the AHP Cost**
2. In case of a consortium, financial capacity of consortium members with more than 20% stake in the SPV will be considered for evaluation

The lead member should meet at least 51% of net worth requirement.

Part-F: Institutional Structure mechanism

20 Institutional structural

A SPV to be formed under Companies Act, 2013 for the purpose of implementation of the project by the Selected Bidder.

21 RERA Registration

Should adhere to the applicable provisions under RERA.(in the event the project is be registered under RERA)

22 Condition for Consortium Bidders

1. A Consortium of maximum 3 (three) members will be allowed to participate in the Bid.
2. If the Selected Bidder is a company, the Selected Bidder shall hold at least 51% of the equity of the SPV until the AHP Completion Date, and at least 26% until the expiry of the Term
3. If the Selected Bidder is a consortium
 - a. the Lead Member shall hold not less than 51% of the equity of the SPV until the AHP Completion Date, and at least 26% until the expiry of the Term; and
 - b. any Member of the Consortium, other than the Lead Member, whose Technical Capacity or Financial Capacity is being assessed, shall hold at least 20% of the equity of the SPV until the AHP Completion Date.

- Number of consortium members and be involvement of each members Project may decided by PDA based on requirement

Part-G: Bid Submission

23 Bid submission

1. **Envelope A:** General Documentation & Technical Bid

		2. Envelope B: Financial Bid	
24	Envelope A:	General Documentation & Technical Bid: Duly filled up formats as specified in Volume-II- Instruction to bidders along with all the specified supporting documents.	
25	Envelope B:	Financial Bid: Grant/Premium from/payable to DA to be quoted by the Bidder as per the terms and conditions of the RFP.	
26	Bid evaluation	<p>1. Envelope A:</p> <p>a. General Documentation: Pass/Fail. b. Technical Qualification: Pass/Fail</p> <p>2. Envelope B:</p> <p>Concession Fee (Grant / Premium) to be quoted from the technically qualified bidders.</p>	
Part- H: Total Project Cost			
27	Project Cost of Affordable Housing Project Assets	Indicative Cost for Affordable Housing Project to be indicated	
28	Total Project Cost	Total Project Cost shall be the cost of the project facilities developed on both the Affordable Housing Area and the Developer's Area and an indicative Cost to be indicated	
Part-I: Incentives and Relaxations			
29	Fast Track Approval process		
30	Exemption from various fees, Charges & Security Deposit	Incentives and relaxation as available under HFA policy are to be indicated	
Additional Standard Provisions			
(31) FORCE MAJEURE			
(31.1) Force Majeure Events			

(a) A Force Majeure Event means any act, event or circumstance or a combination of acts, events or circumstances or the consequence(s) there of occurring after the date of this Agreement, which is/are:

- i. beyond the reasonable control of either Party (the **Affected Party**);
- ii. such that the Affected Party is unable to overcome or prevent it despite exercise of due care and diligence;
- iii. which does/do not result from the negligence of such Affected Party or the failure of such Affected Party to perform its obligations hereunder; and (iv) such that it/they has/have a Material Adverse Effect.

(b) A Force Majeure Event means the following events and circumstances to the extent that they satisfy the conditions set out in Clause 31.1(a):

(i) Non-Political Force Majeure Events

- A. acts of God including storm, tempest, cyclone, hurricane, tsunami, flood, whirlwind, lightning, earthquake, washout, landslide, soil erosion, volcanic eruption, or extreme adverse weather or environmental conditions or actions of the elements;
- B. fire or explosion caused by reasons not attributable to the Developer or any Developer Related Parties;
- C. chemical or radioactive contamination or ionising radiation;
- D. epidemic, plague or quarantine;
- E. accidents of navigation, air crash, shipwreck, train wreck or other similar failures of transportation of equipment and/or material necessary for construction of the AHP Assets or the PDP Units.

Non-Political Force Majeure Event shall not include the following conditions, except to the extent resulting from a Non-Political Force Majeure Event:

- A. unavailability, late delivery or changes in cost of plant, machinery, equipment, materials or spare parts required for undertaking the Project;
- B. a delay in the performance of any Subcontractor;
- C. non-performance resulting from normal wear and tear; or non-performance caused by the non-performing Party's (I) negligent or intentional acts, errors or omissions, (II) failure to comply with the Applicable Laws or Applicable Permits, or (III) breach of, or default under, this Agreement, as the case may be

(c) Without prejudice to the provisions of Clauses 31.1(a) or 31.1(b) above,

- i. any act, event or circumstance which primarily affects any of the Developer Related Parties associated with the Project shall constitute a Force Majeure Event hereunder if and to the extent that it is of a kind or character that, if it had directly affected the Developer, it would have come within the definition of Force Majeure Event under this Clause 31.1; and
- ii. any act, event or circumstance which primarily affects any of the DA Related Parties shall constitute a Force Majeure Event hereunder if and to the extent that it is of a kind or character that, if it had directly affected DA, it would have come within the definition of Force Majeure Event under this Clause 31.1.
- iii. If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set out in the DA, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Affected Party.

(31.2) Notice of Force Majeure Events

- a. The Affected Party shall give notice to the other Party in writing of the occurrence of any Force Majeure Event (the **FM Notice**), as soon as the same arises or as soon as reasonably practicable and in any event within 10 (ten) days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Agreement, the actions being taken and an estimate of the time period required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).
- b. If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.
- c. Any party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless it has complied with all the provisions of this Clause 31.2.

(31.3) No Liability for Other Losses

Save and except as expressly provided in this Agreement, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event or the exercise by it of any right pursuant to this Article 14.

(31.4) Resumption of Performance

The Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of a Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

(31.5) Termination due to Force Majeure Event

(a) Termination due to a Non-Political Force Majeure Event

(i) If a Non-Political Force Majeure Event continues for a period of period of 120 (one hundred and twenty) days after the notification of a Non-Political Force Majeure Event, either Party shall, after the expiry of the period of 120 (one hundred and twenty) period or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect.

(ii) In the event of a termination of this Agreement as a result of a Non-Political Force Majeure Event in accordance with this Clause 31.6(a), the Parties agree that:

- A. the Developer shall not be entitled to any payment including any Termination Compensation, provided however that:
 - I. the Developer shall be entitled to a refund of all Instalments of the Premium paid by it to DA as on date of the issuance of the notice of termination; and
 - II. the Developer shall be entitled to retain all proceeds received under any insurance policies maintained by it in relation to the Site, the AHP and PDP (subject to the Lenders' rights in respect of such insurance proceeds)
 - III. the Developer shall not be entitled to any payment, including any Termination Compensation, other than any outstanding payments under un-disputed Invoices. The Developer shall however, shall be required to refund the quantum of the Grant paid by DA to the Developer as on the date of issuance of the notice of termination; and
- B. the entire Site will revert to DA, including any semi-constructed AHP Assets and PDP Units on the Site on an "as is where is" basis.

(b) Termination due to an Indirect Political Force Majeure Event

- i. If, prior to the completion of the 90 (ninety) days period commencing from the date of issuance of the FM Notice, the Developer is of the reasonable view that the Indirect Political Force Majeure Event is likely to

continue beyond such 90 (ninety) day period or any extended period agreed in pursuance of Clause 31.2, then the Developer may elect to terminate this Agreement by issuing a notice to that effect.

- ii. Without prejudice to the provisions of Clause 31.6(b)(i) above, if an Indirect Political Force Majeure Event continues for a period of period of 90 (ninety) days after the notification of an Indirect Political Force Majeure Event, the Developer shall, after the expiry of the period of 90 (ninety) days from the date of the FM Notice or any other mutually extended period, be entitled to forthwith terminate this Agreement by issuing a notice to that effect.
- iii. Upon notice of termination being issued by the Developer under Clause 31.6(b)(i) or Clause 31.6(b)(ii) above:

A. DA shall pay the Termination Compensation to the Developer in accordance with Clause 35.4(b) below; and shall, after the expiry of the period of 120 (one hundred and twenty) period or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect.

B. the entire Site will revert to the DA, including any semi-constructed AHP Assets and PDP Units on the Site on an "as is where is" basis.

(c) Termination due to a Direct Political Force Majeure Event

- i. Upon occurrence of a Direct Political Force Majeure Event which has continued for a period of 60 (sixty) days, the Parties shall have the right to terminate this Agreement forthwith, by issuing notice of termination along with the issuance of the FM Notice.
- ii. Upon notice of termination being issued by the Developer under Clause 31.6(c)(i) above:

A. DA shall pay the Termination Compensation to the Developer in accordance with Clause 35.4(c) below; and

B. the entire Site will revert to the DA or, as the case may be, GoO, including any semi-constructed AHP Assets and PDP Units on the Site on an "as is where is" basis.

All the other consequences of termination that are set out at Article 17 shall apply in case of termination of this Agreement due to a Force Majeure Event.

(32) SUSPENSION OF CONSTRUCTION OF THE PROJECT

(32.1) Suspension by the Developer

(a) Suspension of construction of the AHP Assets

- i. At any time during the AHP Construction Period, the Developer may suspend, whether partially or wholly, the construction of the EWS Units and Infrastructure Facilities, as the case may be, in any of the following events or circumstances:

A. if after assessment, the Developer believes that the construction of the AHP Assets whether on account of the designs, use of construction materials or otherwise or likely to be unsafe and/or unfit for habitation, and that suspension is necessary and appropriate in the interest of health, safety and environment; or

B. a Force Majeure Event (provided that the requirements of Article 14 have been complied with) has occurred in respect of the AHP.

- ii. The Developer acknowledges that suspension of the construction of the AHP Assets during the AHP Construction Period on account of the event listed at Clause 32.1(a)(i)(A) shall not entitle the Developer to an extension of the AHP Construction Schedule.

- iii. Upon the occurrence of any of the events or circumstances set out in Clause 32.1(a), the Developer shall as soon as reasonably possible, and in no event later than 3 (three) days after such occurrence, notify the Independent Engineer and DA of such occurrence.

If, upon notification, the Independent Engineer and/or DA does not concur with the Developer on the

nature of such occurrence, then the Developer shall be required to immediately re-commence the construction of the AHP Assets. Upon re-commencement of the construction, the Developer may initiate a Dispute regarding its claim for the occurrence of such an event or circumstance, and such Dispute shall be finally settled in accordance with the dispute resolution procedure set forth in Article, provided however that the burden of proof as to the occurrence or existence of such an event shall be upon the Developer.

(b) Mitigation, Resumption and Termination

- i. The Developer shall make best endeavours to:
 - A. mitigate the effects of any of the events or circumstances listed at Clause 32.1(a)(i) above;
 - B. mitigate the effects and costs of suspension of construction of the AHP Assets; and
 - C. resume the construction of the AHP Assets within 24 (twenty four) hours of the ceasing of any of the events or circumstances listed at Clause 32.1(a)(i) or such longer period as may be reasonably required by the Developer to restore the AHP Assets, but in no case exceeding 3 (three) days, and notify the Independent and the DA of the resumption of works.
- ii. Without prejudice to Clause 32.1(b)(i):
 - A. if suspension of the construction of the AHP Assets continues on account of the events or circumstances specified at Clause 32.1(a)(i)(A) for a continuous period of 60 (sixty) days, then such suspension shall amount to a Developer Event of Default in accordance with Clause 33.1; and
 - B. in respect of events set out Clause 32.1(a)(i)(B), the consequences set out in Clause 31.3 shall apply.

(c) Costs of Suspension and Resumption

- i. Where the suspension of construction of the AHP Assets is caused due to an event set out in Clause 32.1(a)(i)(A), the Developer shall bear its own costs for suspending and resuming the construction of the AHP Assets.
- ii. Where the suspension of construction of the AHP is caused due to an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the reasonable and proper Costs incurred by the Developer in suspending and resuming the construction of the AHP Assets shall be borne entirely by DA. However, such payment will be made by DA only after the relevant Indirect Political Force Majeure Event or Direct Political Force Majeure Event ceases to exist and the Developer has resumed construction of the AHP Assets, as the case may be. It is clarified that if the relevant Indirect Political Force Majeure Event or Direct Political Force Majeure Event continues beyond the time period specified in Clause 31.6, and results in a termination of this Agreement, then the Developer shall only be entitled to payment of the Termination Compensation specified in Clause 35.4(b) or Clause 35.4(c), as the case may be.
- iii. It is clarified that the Developer will not be entitled to any payment under this Clause 32.1(c) (ii) in respect of any Non-Political Force Majeure Event or in respect of any PDP Units.

(32.2) Suspension by DA

- a. At any time during the AHP Construction Period, DA may suspend, whether partially or wholly, the construction of the AHP Assets, in any of the following events or circumstances:
 - i. upon the occurrence of an Emergency; or
 - ii. the Developer fails to comply with Applicable Laws, Applicable Permits, the AHP Construction Plan, the EHS Manual or otherwise fails to perform its obligations in accordance with this Agreement and the AHP Requirements.
 - iii. In case of any suspension by DA upon the occurrence of an Emergency, the Developer shall as soon as reasonably possible, and in no event later than 3 (three) days after such occurrence, notify the Independent Engineer and DA of such occurrence and the Developer shall make best endeavors to mitigate the effects of the Emergency (including costs on suspension of construction of the AHP Assets). Notwithstanding anything to the contrary contained in this Agreement, if DA, in its sole assessment, is not satisfied with the steps being taken by the Developer to mitigate the effects of the Emergency on the AHP

Assets, DA shall have the right to step-in to this Agreement and undertake necessary measures to mitigate the effect of the Emergency at the cost and risk of the Developer.

b. In case of suspension of the construction of the AHP Assets pursuant to Clause 32.2(a)(ii) or Clause 32.2(a)(i) (to the extent such Emergency is attributable to the Developer), all costs and expenses in connection with suspension and resumption of construction of the AHP Assets shall be borne by the Developer. If such suspension of the AHP Assets continues for a period exceeding 60 (sixty) days, then such suspension shall constitute a Developer Event of Default in accordance with Clause 33.1.

(33) EVENTS OF DEFAULT AND TERMINATION

(33.1) Developer's Events of Default

A "Developer Event of Default" means any of the following events arising out of any acts or omissions of the Developer and which have not occurred solely as a consequence of a DA Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or any other Force Majeure Event, and where the Developer has failed to remedy the defects within any specified time period (to the extent any time period is provided):

- a. revocation of registration of the Project under the RERA;
- b. any Abandonment by the Developer of the AHP;
- c. failure of the Developer to complete the construction of the AHP Assets within the Scheduled AHP Completion Date, including any relevant Grace Period;
- d. failure of the Developer to pay any Installment within the time period set out in Clause ____
- e. suspension of construction of the AHP Assets pursuant to Clause 32.1(a)(i)(A), Clause 32.2(b) for a continuous period exceeding 60 (sixty) days;
- f. a breach by the Developer of its obligations under this Agreement which has a Material Adverse Effect on the ability of the Developer to construct the AHP Assets and such breach, if capable of being remedied, is not remedied within 30 (thirty) days of issuance of written notice from DA specifying such breach and requiring the Developer to remedy the same;
- g. any representation made or warranties given by the Developer under this Agreement being found to be false or misleading in any material respect;
- h. failure of the Developer to submit and maintain a valid First Performance Security or a Second Performance Security in accordance with the terms of this Agreement;
- i. breach by the Developer of its obligations under Clause (*Right, Title and Interest in the AHP Assets*), (*Security Creation*) or (*Assignment*);
- j. breach of the Developer's obligations under Article 13 (*Change in Ownership*);
- k. failure of the Developer to obtain, renew and maintain any Applicable Permit;
- l. failure of the Developer to comply with any Applicable Law (including specifically the RERA and the Housing for All Policy);
- m. failure of the Developer to obtain and maintain insurance cover in accordance with Clause;
- n. failure of the Developer or the Subcontractors to comply with the EHS Plan in accordance with Clause;
- o. the Developer entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Developer or if the Developer becomes unable to pay its debts or the appointment of a receiver or administrator in respect of the Developer, its business and assets or any restructuring, re-organisation, amalgamation, arrangement or compromise affecting the Developer's ability to fulfil its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect;
or
- p. the breach of the Developer's obligations under or the occurrence of an 'event of default' or analogous event under the Financing Documents or the Developer Escrow Agreement, or termination of the Financing Documents, or the Developer Escrow Agreement (for reasons attributable to the Developer).

33.2) Notice of Intent to Terminate upon occurrence of a Developer Event of Default

- a. Without prejudice to the other provisions of this Agreement, upon the occurrence of a Developer Event of Default, DA may initiate termination by delivering a notice to the Developer stating its intention to terminate this Agreement (**Notice of Intent to Terminate**). The Notice of Intent to terminate shall specify with reasonable detail the grounds on which termination is sought. DA shall also send a copy of the Notice of Intent to Terminate to the Lenders, if any, to enable the Lenders to exercise their step-in and/or substitution rights, if any, under the Lenders' Direct Agreement.
- b. If, within 30 (thirty) days from the date of the Notice of Intent to Terminate:
 - i. the Developer rectifies or remedies the Event of Default to the satisfaction of DA or DA is satisfied with the steps taken or proposed to be taken by the Developer or the Event of Default has ceased to exist; or
 - ii. the Lenders have exercised their rights to step-in and notified their intent to remedy the Developer Event of Default or substitute the defaulting Developer in accordance with the Lenders' Direct Agreement, then, DA shall withdraw the Notice of Intent to Terminate, in writing, with a copy to the Lenders.
- c. If, within 30 (thirty) days from the date of the Notice of Intent to Terminate:
 - i. the breach has not been remedied or the Developer has not taken steps or proposed to take steps to remedy the Event of Default to the satisfaction of DA; and
 - ii. the Lenders have neither exercised their rights to step-in nor notified DA of their intent to remedy the Developer Event of Default or substitute the defaulting Developer in accordance with the Lenders' Direct Agreement, then, the consequences set out at Article 17 shall apply.
- d. Notwithstanding anything contained in this Clause 33.2, during the subsistence of a Developer Event of Default, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the object, as far as possible, for ensuring timely construction of the Project in accordance with this Agreement.

33.3) DA's Events of Default

A "DA Event of Default" means any of the following events, unless such an event has occurred as a consequence of a Developer Event of Default or a Force Majeure Event and where DA has failed to remedy the defects within any specified time period (to the extent any time period is provided):

- a. a failure by DA to pay any undisputed amounts due and payable for 90 (ninety) consecutive days, notwithstanding service of a formal written demand by the Developer;
- b. a breach by DA of Clause (related to *Assignment*);
- c. a breach by DA of its obligations under this Agreement which has a Material Adverse Effect on the ability of the Developer to construct the AHP Assets and such breach, if capable of being remedied, is not remedied within the time period specified in Clause 33.4(b); or
- d. any representation made or warranties given by DA under this Agreement being found to be false or misleading in any material respect.

(33.4) Notice of Intent to Terminate upon occurrence of a DA Event of Default

- a. Without prejudice to the other provisions of this Agreement, upon the occurrence of a DA Event of Default, the Developer may initiate termination of this Agreement by delivering a Notice of Intent to terminate, which shall specify with reasonable detail the grounds on which termination is sought.
- b. If, within 30 (thirty) days from the date of the Notice of Intent to Terminate, DA rectifies or remedies the DA Event of Default to the satisfaction of the Developer or the Developer is satisfied with steps taken or proposed to be taken by DA or the DA Event of Default has ceased to exist, the Developer shall withdraw the Notice of Intent to Terminate.
- c. If, within 30 (thirty) days from the date of the Notice of Intent to terminate, the DA Event of Default has not been remedied or DA has not taken steps or proposed to take steps to remedy the DA Event of Default to the satisfaction of the Developer, then:
 - i. if such DA Event of Default has occurred prior to the PDP Commencement Date, the consequences set out in Clause 34.1 shall apply;

- ii. if such DA Event of Default has occurred after the PDP Commencement Date, the consequences set out in Clause 34.2 shall apply and the Developer may terminate the AHP by issuing a notice to DA. It is clarified that a termination of the AHP pursuant to this Clause 33.4(c)(ii) shall not affect the rights of the Developer to undertake the PDP.
- d. Notwithstanding anything contained in this Clause 33.4, during the subsistence of a DA Event of Default, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed with the object, as far as possible, for ensuring timely construction of the AHP Assets and the PDP Units in accordance with this Agreement.

(34) CONSEQUENCES OF TERMINATION

(34.1) Consequences of termination of the Agreement prior to PDP Commencement Date

In case of termination of the Agreement prior to the PDP Commencement Date:

- a. the Developer shall not commence any PDP and refund all funds (if any) taken from PDP Allottees;
- b. the Developer shall cease all work in relation to construction of the AHP Assets;
- c. the Developer shall take all necessary steps to safe guard and protect the AHP Assets (in whatever stage of completion) and all other equipment, materials and goods on the AHP Area;
- d. DA shall (or shall require the Independent Engineer to) assess the cost of the construction undertaken by the Developer in relation to the AHP Assets as on the date of the Notice of Intent to Terminate and based on such assessment, pay the Termination Compensation in accordance with Clause 35.1(a), Clause 35.1(b) or Clause 35.4, as the case may be. Alternatively, DA shall have the right (but no obligation) to appoint an independent valuer/auditor to determine such costs;
- e. in case of termination of this Agreement due to a Developer Event of Default, DA shall have the right to forfeit the Second Performance Security as a genuine pre- estimate of the losses and damages likely to be suffered by DA as a result of termination of the Agreement due to a Developer Event of Default;
- f. in case of termination of this Agreement due to a DA Event of Default, Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, DA shall be required to return the Second Performance Security, the Project Development Fee and the Project Development Expenses within 90 (ninety) days from the date of the Notice of Intent to Terminate;
- g. in case of termination of this Agreement due to a Non-Political Force Majeure Event, DA shall be required to return the Second Performance Security to the Developer within 90 (ninety) days from the date of the Notice of Intent to Terminate;
- h. the Developer shall handover peaceful possession of the Site and the AHP Assets on an "as is where is" basis free of all Encumbrances and in a clean and safe condition, after removal of any wreckage, rubbish and debris at the Site;
- i. the Developer shall deliver to DA all designs and drawings, "as-built" records and other documents prepared by the Developer in connection with the AHP;
- j. should DA so require and to the extent legally possible, the Developer shall transfer all workmen and other personnel engaged by the Developer or the Subcontractors at the AHP Area for executing the AHP;
- k. should DA so require and to the extent legally possible, the Developer shall assign or novate to DA any Subcontracts that DA elects to takeover;
- l. the Developer shall remove all of the Developer's equipment and other movable assets from the AHP Area that are not to be transferred to DA in accordance with this Agreement; and
- m. the Developer shall transfer to DA all Applicable Permits for the AHP Assets, which DA may require and which can be legally transferred.

(34.2) Consequences of termination of the Project after the PDP Commencement Date

In case of termination of the Project after the PDP Commencement Date, the following consequences shall apply:

a. In case of a termination due to a DA Event of Default:

- i. DA shall (or shall require the Independent Engineer to) assess the cost of the construction undertaken by the Developer in relation to the AHP Assets as on the date of the Notice of Intent to Terminate. Alternatively, DA shall have the right to appoint an independent valuer/auditor to determine such costs;
- ii. the Developer shall cease all work in relation to construction of the AHP Assets;
- iii. the Developer shall take all necessary steps to safeguard and protect the AHP Assets (in whatever stage of completion) and all other equipment, materials and goods on the AHP Area;
- iv. the Second Performance Security shall be returned to the Developer within 30 (thirty) days;
- v. the Developer shall handover peaceful possession of the AHP Area and the AHP Assets on an "as is where is" basis free of all Encumbrances and in a clean and safe condition, after removal of any wreckage, rubbish and debris at the AHP Area;
- vi. the Developer shall deliver to DA all designs and drawings, "as-built" records and other documents prepared by the Developer in connection with the AHP;
- vii. should DA so require, the Developer shall transfer all workmen and other personnel engaged by the Developer or the Sub contractors at the AHP Area for executing the AHP;
- viii. should DA so require and to the extent legally possible, the Developer shall assign or novate to DA any Subcontracts for the AHP that DA elects to takeover;
- ix. the Developer shall remove all of the Developer's equipment and other movable assets from the AHP Area that are not to be transferred to DA in accordance with this Agreement; and
- x. the Developer shall transfer to DA all Applicable Permits for the AHP Assets, which DA or the replacement contractor may require and which can be legally transferred, provided that all costs incurred in this regard shall be borne by DA; and
- xi. DA shall execute the Conveyance Deed for the entire Developer's Area on payment of the Termination Compensation, if any, by the Developer, as set out in Clause 35.2(a) below.

b. In case of a termination due to a Developer Event of Default:

In case of a termination due to a Developer Event of Default, DA shall have the right to, in its sole discretion, to appoint a Replacement EPC Contractor, and communicate its decision to the Developer by a notice in writing (**Termination Notice**), within 30 (thirty) days of the issuance of the Notice of Intent to Terminate.

On receipt/issuance of the Termination Notice:

- i. the Developer shall cease all work in relation to construction of the AHP Assets; and the PDP;
- ii. the Developer shall take all necessary steps to safeguard and protect the AHP Assets (in whatever stage of completion) and all other equipment, materials and goods on the AHP Area;
- iii. DA shall engage a Replacement EPC Contractor within 30 (thirty) days of the issuance of the Termination Notice to complete the construction of the AHP Assets at the cost and risk of the Developer;
- iv. the Developer shall hand over to the Replacement EPC Contractor peaceful possession of the AHP Area;
- v. the Developer shall hand over to the Replacement EPC Contractor all designs and drawings, "as-built" records, and all other documents, agreements, communication received or prepared by the Developer in connection with the AHP, and shall provide all other support required by the Replacement EPC Contractor;
- vi. the Developer shall remove all workmen and other personnel engaged by it at the AHP Area, unless instructed otherwise by DA; and
- vii. DA shall have a right to suspend the Developer's rights to undertake the PDP on the Developer's Area (including the right to market or allot the PDP Units) till such time that the Developer has paid DA the Termination Compensation set out in Clause 35.2(b) below, and will resume thereafter.

34.3) Consequences of termination due to a Force Majeure Event:

In case of termination of the Project due to an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the following consequences shall apply:

- a. the Site shall revert to DA or the GoO, as the case may be, along with all construction on the Site on an "as is where is" basis;
- b. the Developer shall remove all equipment and other movable assets from the Site;
- c. the Developer shall transfer all workmen and other personnel engaged by the Developer or the Subcontractors at the Site for executing the Project;
- d. the Developer shall terminate all Subcontracts executed by it for implementing the Project;
- e. the Developer shall cancel the allotment letters issued to the PDP Allottees in respect of the PDP Units and pay compensation to the PDP Allottees (including specifically, any compensation liable to be paid as per the RERA); and
- f. in case of termination due to an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, DA shall (or shall require the Independent Engineer to assess the cost of the construction undertaken by the Developer in relation to the AHP Assets and if applicable, the PDP Units as on the date of the Notice of Intent to Terminate and based on such assessment, pay the Termination Compensation in accordance with Clause 35.4(b) or Clause 35.4(c), as the case may be. Alternatively, DA shall have the right to appoint an independent valuer/auditor to determine such costs.

35. TERMINATION COMPENSATION

(35.1) Termination Compensation for termination prior to the PDP Commencement Date

(a) For a DA Event of Default

If the Agreement is terminated prior to the PDP Commencement Date for a DA Event of Default, DA shall be liable to pay to the Developer the aggregate of:

- i. lower of: (A) actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B) the AHP Project Capital Cost;
- ii. Project Development Expenses;
- iii. Project Development Fee; and
- iv. Installments paid by the Developer as on date of the issuance of the Notice of Intent to Terminate.

LESS

- i. any amounts due and payable to DA from the Developer under this Agreement; and
- ii. Grant received by the Developer as on date of the issuance of the Notice of Intent to Terminate.

(b) For a Developer Event of Default

If the Agreement is terminated prior to the PDP Commencement Date for a Developer Event of Default, DA shall pay to the Developer, an amount equal to:

- i. the lower of: (A) 70% (seventy per cent) of the actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B) 70% (seventy per cent) of the AHP Capital Cost;

LESS

- ii. any compensation payable by DA to the EWS Allottees under RERA for failure or delay in giving possession of the EWS Units; and
- iii. Grant paid by DA as on date of the issuance of the Notice of Intent to terminate.

(35.2) Termination Compensation for termination post the PDP Commencement Date

(a) For a DA Event of Default

i. If the Agreement is terminated for a DA Event of Default, and the aggregate of the actual cost of construction of the AHP Assets, the Project Development Expenses and the Project Development Fees, as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer is less than the Derived Price of the Developer's Area, then, the Developer shall pay to DA

A. the Derived Price of the Developer's Area;

LESS

B. Project Development Expenses;

C. Project Development Fees; and

D. the actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer.

ii. If the Agreement is terminated for a DA Event of Default, and aggregate of the actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer, and the Project Development Expenses and Project Development Fees, is higher than or equal to the Derived Price of the Developer's Area, the Developer will not be liable to pay any Termination Compensation to the DA.

(b) For a Developer Event of Default

If DA appoints a Replacement EPC Contractor to undertake and complete the AHP, the Developer shall be liable to pay to the DA, the aggregate of:

A. the cost quoted by the Replacement EPC Contractor for completing the construction of the AHP Assets;

B. 30%(thirty percent) of the cost of construction set out in(A)above, towards DA's risk cover and administrative expenses in appointing a Replacement EPC Contractor to complete the construction of the AHP Assets;

C. [Installments not paid by the Developer as on date of the issuance of the Notice of Intent to Terminate];

D. any other amounts due and payable by the Developer to DA under this Agreement;

E. any compensation payable by DA to the EWS Allottees under RERA for failure or delay in giving possession of the EWS Units;

LESS

F. Grant not received by the Developer as on date of the issuance of the Notice of Intent to Terminate;

G. any other amounts due and payable by DA to the Developer under this Agreement.

It is clarified that in case of termination post the PDP Commencement Date, DA shall not be liable to the Developer for any losses, damages, costs and expenses suffered or incurred by the Developer or for any claims raised, proceedings initiated or actions taken against the Developer or the DA by the PDP Allottees due to cancellation of the allotment of the PDP Units or otherwise. The Developer and/ or the Selected Bidder shall be required to indemnify DA for any such claims raised, proceedings initiated or actions taken against the DA by the PDP Allottees on termination of this Agreement.

(35.3) For all amounts payable by the Developer under this Article 18, DA may invoke the Second Performance Security and/or the Parent Company Guarantee to recover the amounts due from the Developer. If the Second Performance Security or the Parent Company Guarantee is in adequate or not valid, DA shall have a right to recover the balance from the Developer as a debt due.

(35.4) Termination Compensation for termination due to Force Majeure Events

a. Non-Political Force Majeure Event

In the event of a termination of this Agreement as a result of a Non-Political Force Majeure Event in accordance with Clause 31.6(a), the Parties agree that [the Developer shall not be entitled to any payment including any Termination Compensation, provided however that:(i)the Developer shall be entitled to a refund of all Installments of the Premium paid by it to DA as on date of the issuance of the notice of termination; and (ii) the Developer shall be entitled to retain all proceeds received under any insurance policies maintained by it in relation to the Site, the AHP and PDP (subject to the Lenders' rights in respect of such insurance proceeds)] / [the Developer shall not be entitled to any payment, including any Termination Compensation, other than any outstanding payments under un-disputed Invoices. The Developer shall however, shall be required to refund the quantum of the Grant paid by DA to the Developer as on the date of issuance of the notice of termination.]

b. Indirect Political Force Majeure

- i. If the Agreement is terminated due to an Indirect Political Force Majeure Event, prior to the AHP Completion Date, DA shall be liable to pay to the Developer, the lower of: (A) actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (B) the AHP Capital Cost.
- ii. If the Agreement is terminated due to an Indirect Political Force Majeure Event, post the Completion Date, the Developer shall not be entitled to any Termination Compensation.

c. Direct Political Force Majeure

- i. If the Agreement is terminated due to a Direct Political Force Majeure Event prior to the PDP Commencement Date, DA shall be liable to pay to the Developer, the lower of:(A) actual cost of construction of the AHP Area Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and(B)the AHP Capital Cost.
- ii. If the Agreement is terminated due to a Direct Political Force Majeure Event post the PDP Commencement Date, DA shall be liable to pay to the Developer, the aggregate of:
 - A. the lower of: (1) actual cost of construction of the AHP Assets as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer; and (2) the AHP Capital Cost;
 - B. 20% (twenty percent) of the amount under (A) above as overhead expenses and
 - C. the actual cost of construction of the PDP Units as on date of the issuance of the Notice of Intent to Terminate, as certified by the Independent Engineer or any independent valuer/auditor appointed by DA.

(35.5) All Termination Compensation required to be paid by the Developer to DA, shall be paid within 30 (thirty) days of the assessment of such Termination Compensation and shall be deposited in the account designated by DA.

(35.6) All Termination Compensation required to be paid by DA to the Developer shall be paid within 30 (thirty) days of the assessment of such Termination Compensation and shall be deposited in the Developer Escrow Account and dealt within accordance with the Developer Escrow Agreement.

(35.7) Full and Final Settlement

Notwithstanding anything to the contrary elsewhere in this Agreement, any Termination Compensation determined pursuant to this Article 18 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Developer against DA, in relation to any termination of this Agreement and the Developer shall be excluded from all other rights and remedies in respect of such termination.

(35.8) Accrued Rights and Liabilities

- a. Notwithstanding anything to the contrary contained in this Agreement, any termination of the Agreement shall be without prejudice to accrued rights of either Party, including its right to claim and recover damages and other rights and remedies which it may have in law or contract. All accrued rights and obligations of either Party under this Agreement, including without limitation, all rights and obligations with respect to Termination Compensation, shall survive the termination of this Agreement, to the extent such survival is necessary for giving effect to such rights and obligations.
- b. Nothing in this Article 18 shall prevent or restrict either Party's right to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

Note:

- Illustrative RFP model of the bid document specific to the project.
- Changes specific to the project may be made, if required.