

**DHARAVI REDEVELOPMENT PROJECT /SLUM REHABILITATION AUTHORITY
(DRP/SRA)**

REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL (RFQ CUM RFP)

For

**Selection of a Lead Partner for Redevelopment of Dharavi Notified Area
(DNA)**

Tender Ref No. : DRP/2/2022

Volume I- Information and Instructions to Bidders

01/10/2022

Dharavi Redevelopment Project/ Slum Rehabilitation Authority
5th Floor, Griha Nirman Bhawan, Bandra (East), Mumbai-400 051.
E-MAIL: DharaviSPV2022@gmail.com

DISCLAIMER

This Request for Qualification cum Request for Proposal document (the “**RFQ cum RFP**”) is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in preparing their proposal (the “**Bid**” or “**Proposal**”) including all the necessary submissions and the financial offers pursuant to this RFQ cum RFP. The assumptions, assessments, statements and information contained in this RFQ cum RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

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Glossary

Agreement Fee	: Amount to be paid by the SPV Company to DRP/SRA every year and as defined in clause 1.3 of this RFQ cum RFP Volume I
ARHP	: Affordable Rental Housing Scheme or Rental Housing Scheme as defined in this tender document in point 14 of clause 1.2
Authority or DRP/SRA	: Dharavi Redevelopment Project/Slum Rehabilitation Authority
Bid Criteria	: As defined in 1.2 of this RFQ cum RFP Volume I and as per the Government Resolution (GR) no DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 5 th Nov. 2018 and as modified by the Government Resolution (GR) no DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28/09/2022.
Bidder	: Single Bidding entity or Consortium
Bidding Documents	: As defined in 1.8.8 of this RFQ cum RFP Volume I
Bid Due Date	: As specified in 1.9 of this RFQ cum RFP Volume I
Bid Security	: As defined in 2.12 of this RFQ cum RFP Volume I
BMC/MCGM	: BrihanMumbai Municipal Corporation
CEO & OSD	: Chief Executive Officer and Officer on Special Duty of DRP/SRA
Consortium	: As defined in 2.1.2 of this RFQ cum RFP Volume I
Consortium Agreement	: As defined in 2.1.2 of this RFQ cum RFP Volume I
DCR/ DCPR	: Development Control Rules / Development Control & Promotion Rules of Greater Mumbai and its applicability to DNA
Defect Liability Period	: As defined in 1.4 of this RFQ cum RFP Volume I and as per the Schedule 1 and 2 of the Draft Development Agreement
DNA	: Dharavi Notified Area or the areas for which DRP/SRA has been declared as the Special planning Authority.
DRP or DRP/SRA	: Dharavi Redevelopment Project/Slum Rehabilitation Authority
DRP Area	: Dharavi Redevelopment Project Area that is to be developed by the SPV Company
E-Envelope 1	: As defined in 1.8.2 of this RFQ cum RFP Volume I
E-Envelope 2	: As defined in 1.8.2 of this RFQ cum RFP Volume I
Eligibility Criteria	: As defined in 2.1.3 of this RFQ cum RFP Volume I
Financial Capacity	: As defined in 2.1.3(B) of this RFQ cum RFP Volume I
FSI	: Floor Space Index as per the DCR/DCPR
GoM	: Government of Maharashtra
GST	: Goods and Services Tax
I.E.C.	: Information, Education and Communication activity to be conducted by the SPV Company/Lead Partner
INR	: Indian Rupees

Lead Member	: Lead Member of the Consortium bidding for the Project
Lead Partner	: Selected Bidder under this RFQ cum RFP
Lead Partner MoU/MoU	: Memorandum of Understanding to be signed by the Lead Partner with the DRP/SRA as per clause 1.6
LOA	: Letter of Award
Lock-in-Period	: As defined in clause 2.5
MahaRERA	: Maharashtra Real Estate Regulatory Authority established under Real Estate (Regulation & Development) Act, 2016 of GoM
MCZMA	: Maharashtra Coastal Zone Management Authority
MMR	: Mumbai Metropolitan Region
MMRCL	: Mumbai Metro Rail Corporation Ltd.
MMRDA	: Mumbai Metropolitan Regional Development Authority
MoEF&CC	: Ministry of Environment, Forest and Climate Control
MR&TP Act	: Maharashtra Regional & Town Planning Act, 1966
MSA Act/Slum Act	: Maharashtra Slum Areas (Improvement, Clearance and Redevelopment.) Act, 1971 and any amendment thereto
OC	: Occupation Certificate or equivalent given by the appropriate authority
PAP	: tenements constructed for Project Affected People
PMAY	: Prime Minister Awas Yojana
PMC	: Project Management Consultant
Project Structure	: As defined in 1.2 of this RFQ cum RFP Volume I and as per the Government Resolution (GR) no DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 5 th November 2018 and as modified by the Government Resolution (GR) no DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28.09.2022.
Railway MoU/RLDA MoU	: Memorandum of Understanding signed by the Railway Land Development Authority with the DRP/SRA
RFQ-cum-RFP	: Request for Qualification cum Request for Proposal
RLDA	: Railway Land Development Authority
Selected Bidder/ Successful Bidder	: As defined in 2.3.3 of this RFQ cum RFP Volume I
Single Sector	: Integration of all Sectors 1 to 5 and railway land annexed to DNA as a Single Sector and further any additional area that may be added as part of DNA
SPV Company	: Special Purpose Vehicle Company to be established by the Lead Partner along with the DRP/SRA
TDR	: Transferrable Development Rights
Technical Capacity	: As defined in 2.1.3(A) of this RFQ cum RFP Volume I

Request for Qualification cum Request for Proposal for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding

Tender Fee : As defined in 1.8.3 of this RFQ cum RFP Volume I

UDD : Urban Development Department

WPI : Wholesale Price Index

1 Introduction

1.1. Background of Dharavi

Dharavi is located on the northernmost tip of Mumbai island City, close to Mahim creek. The Portuguese were the first colonists to stake their claim to the seven islands of Bombay in the 16th century: they built a small fort and church at Bandra, on the opposite shore from Dharavi. The growth of Dharavi is closely interwoven with the pattern of migration into Bombay.

Kolis were the original inhabitants. By end-1800s, the potters from Saurashtra were relocated here and set up their colony (Kumbharwada), as also the Muslim leather tanners from Tamil Nadu (because of the proximity of the abattoir in Bandra). Artisans and embroidery workers from Uttar Pradesh started the ready-made garments trade, and workers from Tamil Nadu set up a flourishing business, making savories and sweets.

Majority of land ownership is with the BrihanMumbai Municipal Corporation (BMC/MCGM) and other Government entities. Slum dwellers squatted on these lands and built hutments in haphazard manner. So as to take care on humanitarian ground of the slum dwellers an Act called The Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 was passed. Improvement works were defined therein. A census of hutments was carried out in 1976 and photo-passes were issued to slum families. Its people were provided with taps, toilets and electrical connections as part of slum improvement measures.

Mashal had carried out GIS based biometric and socio-economic survey in 2007-08. There are approximately, 49,643 slumdweller (39,208 residential and 10,435 commercial) and 9,522 renewal tenements in chawls (6,981 residential and 2,541 commercial).

Apart from above, it is estimated that there are approximately 4,818 slumdweller on railway land, who are to be rehabilitated. Further, railway quarters are to be redeveloped and needs to be accommodated in approximately 84,648.78 sqm of built-up area.

In addition to the above PAP tenements are likely to be generated while developing the project as per the DCPR 2034, which needs to be constructed by the SPV Company.

Apart from that approximately 7 lakh people are residing on mezzanine and upper floors in slum structures, who are ineligible. They have to be accommodated, preferably in 10km radius from Dharavi Notified Area, under Prime Minister Awas Yojana or under Affordable Rental Housing Scheme as described in this tender document.

Gross plot area of Dharavi Notified area is approx. 259.54 Ha including railway land. The land area distribution of Dharavi Project area is approximately as below:

	Govt.	Private	Railways	Total
Land under Renewal/chawls (Ha.)	19.19	2.21	6.06	27.46
Land under Slums (Ha.)	105.06	27.98	13.09	146.13
Total (Ha.)	124.25	30.19	19.15	173.59

The Selected Bidder shall carry out necessary eligibility survey and finalize the number of eligible structures and non-eligible tenements and submit to DRP/SRA for verification of Annexure –II and finalization of tenements under Rental Housing Scheme. DRP/SRA will provide necessary facilitation.

1.2. Renewed Initiative of Government of Maharashtra to redevelop Dharavi

The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. SRA/2003/C. No.-189/Slum-1A dated 04.02.2004, has decided to redevelop Dharavi as a comprehensive integrated development project with the introduction of an innovative concept of using land as a resource for rehabilitation of slum dwellers by allowing the developer to have applicable sale Floor Space Index (FSI) and any additional/fungible areas available as per the prevailing Development Control Regulations (DCRs) for Rehabilitation and Renewal component and free sale built-up area in the open market. The said scheme is known as “**DHARAVI REDEVELOPMENT PROJECT**” (herein after referred to as “**DRP**”).

Government in Urban Development Department (UDD) accordingly notified the lands admeasuring about 178.30 Hectares (Ha.) bounded as: on or towards North by Sant Rohidas Marg (Sion-Bandra Link Road), on or towards North-West by Mithi River (Creek)/Mahim Creek, on or towards North-East by Junction of Sant Rohidas Marg and L.B.S. Marg, on or towards East by Central Railway Tracks, on or towards South-East, West and South-West by Western Railway Harbor Tracks as the Dharavi Notified Area (DNA) under its notification no. TPB 4034/322/CR-56/04/UD-11, dated 09.03.2005 and appointed Slum Rehabilitation Authority, an authority constituted under Section 3A of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment.) Act, 1971 (hereinafter the “**MSA Act**” or “**Slum Act**”), as Special Planning Authority (SPA) for that area under Sub-Section 1(b) of Section 40 of Maharashtra Regional & Town Planning Act, 1966 (hereinafter the “**MR&TP Act**”).

Similarly, Government in UDD notified the lands admeasuring about 62.05 Ha bounded as: on or towards North and North East by the Boundary of 'H' Block of Bandra Kurla Complex (BKC), on or towards East by Refuse Transfer Station outside 'H' Block area as per planning proposal of BKC sanctioned under notification No.BKR-1177/262/UD-5 dated 9th April 1979, on or towards South-East by L.B.S. Marg, on towards South by Southern boundary of Sant Rohidas Marg, on or towards South-West and West by Western boundary of C.S. no. 665 (Piwala Bungalow) and boundary of 'H' Block of BKC by including existing Rajeev Nagar as Dharavi Notified Area under its Notification no. TPB 4308/3499/CR-83/09/UD-11, dated 25.06.2009 and appointed SRA as the Special Planning Authority for the same under sub Section 1 (b) of Section 40 of the MR&TP Act.

Further, the railway land adjacent to the above Dharavi Notified Area admeasuring approximately 12.91 Ha has been decided to be included in the Dharavi Notified Area and the Dharavi Project area as per the Government Resolution (GR) no DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28/09/2022.

The Dharavi Redevelopment Project/ Slum Rehabilitation Authority (the “**Authority**” or the “**DRP/SRA**”) is the nodal agency for the redevelopment of the Dharavi Notified Area (the “**Project**”).

Draft Planning Proposals for Dharavi Notified Area (DNA) was prepared and published in March 2013 under substituted Section 115 in Section 40 of MR&TP Act, 1966. Government of Maharashtra accorded sanction vide UDD notification no: TPB 4314/810/CR-203/2014/UDD-11, dated 3rd March 2016 to the Draft Planning Proposals for Dharavi Notified Area (DNA).

A Metro rail project with a station (near “**T Junction**”) connecting Dharavi to rest of Mumbai with a strong public transport system. The Dharavi metro station will be on the Mumbai Metro Line -3 connecting Nariman Point Business District to Financial district of Mumbai in Bandra Kurla Complex and further to International Airport in Mumbai. Additionally, connectivity of the area will get further strengthened by plans of Mumbai Metropolitan Regional Development Authority (**MMRDA**) to develop one more road linkage to Bandra Worli Sea Link near Dharavi. Such plans are also going to be integrated with the redevelopment of Dharavi Redevelopment Project. Further, MMRDA has started construction of Mumbai Trans-Harbour Link (Sewri-Nhava) which will reduce substantially the time taken to reach new International Airport at Panvel from Dharavi.

The Authority has decided to undertake the redevelopment of Dharavi Notified Area (DNA) through Special Purpose Vehicle Company (SPV) by selection of a Lead Partner and establishing a Joint Venture Company (Special Purpose Vehicle Company or SPV Company) along with such Lead Partner and has decided to carry out the Selection Process through this RFQ cum RFP.

Government of Maharashtra has taken major decisions to kick start the redevelopment of Dharavi. Accordingly Government in Housing Department has issued Government Resolution (GR) no DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 5th November 2018. The same is available on <https://www.maharashtra.gov.in> {No: 201811051700566709}. Additionally, Government in Housing Department has issued Government Resolution (GR) no DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28/09/2022 in this regard. 5th November 2018 Government Resolution along with modifications and additional concessions given in the Government Resolution dated 28/09/2022 will be applicable for the Project. It shall be noted that the notifications/rules and regulations /any enactment that may be required, from the individual department will be issued in this regard. SPV Company may follow the notifications/rules and regulations /any enactment in this regard, as per the prevailing laws, to avail these concessions.

Dharavi has an active informal economy in which numerous household enterprises employ many of the slum residents. In addition to the traditional pottery and textile industries, it has large recycling industry of scrap metals, plastic, etc. Further many are employed in food processing industry, small scale engineering industries, leather products, jewellery, various accessories, etc. The Selected Bidder will be responsible for rehabilitation of this active economy in commercial and industrial structures.

After the unsuccessful Bid Process attempt of 2008 and 2016, and after providing various concessions through 5th November 2018 Government Resolution, DRP/SRA had come out with a tender process in November 2018. However, due to addition of railway land through MoU dated 03/03/2019, as per the opinion of Hon'ble Advocate General of Govt. of Maharashtra, the Committee of Secretaries cancelled the Tender Process started on 28th November 2018 in their meeting of 27/08/2020. The Cabinet agreed with the decision of Committee of Secretaries on 29/10/2020 and confirmed the decision of the CoS to cancel the tender process. Based on which Housing Department, GoM issued Government Resolution dated 5th November 2020 for cancellation of tender process. Against GoM decision, Highest Bidder filed a writ petition in the High Court. There is no stay for fresh tender process.

Some of the major decisions as per these above Government Resolutions (GRs) dated 05/11/2018 and 28/09/2022 are as below:

1. Implementation of integrated development of Dharavi shall be through Special Purpose Vehicle (SPV) Company by combining all Sectors (Sectors 1 to 5) including Railway land and the land taken over by SPV Company for development of Affordable Rental Housing and added in the Dharavi Notified Area and Dharavi Redevelopment Project area under integrated development.
2. In the SPV Company, DRP/SRA will have 20% equity (Economic and voting rights) and Lead Partner will have 80% equity.

Structure of the SPV Company (as mentioned in this clause and as detailed in 1.3 below collectively hereinafter referred to as "**Project Structure**") shall be as below:

- i. DRP/SRA will hold 20% equity in-lieu of equity of INR100 crore.
 - ii. Lead Partner shall hold 80% equity in-lieu of equity of INR400 crore.
 - iii. Apart from equity as mentioned above, any investment required for the project shall be brought by the Lead Partner in the form of Compulsorily Convertible Securities such as Compulsorily Convertible Debentures and/or Compulsorily Convertible Preference Shares.
 - iv. Lead Partner shall bring balance funds such that 20% Economic rights and voting rights of DRP/SRA in the project is protected, except as specifically provided hereafter in this tender document.
 - v. SPV company will not have right to take loan in any form except as mentioned above.
3. **Bid Criteria** : The maximum investment that the Lead Partner of the SPV Company is ready to bring in the SPV Company as per the terms and conditions of the tender documents. Such investment amount shall be more than INR 1,600 crore. Such quoted amount shall be brought in following stages:

- a. 20% before signing of Development agreement
- b. 20% on submission of Integrated Master Plan
- c. 20% on submission of Annexure II for first phase of the Project, for verification to DRP/SRA
- d. 30% on issuance of commencement certificate for 1st phase of the project and not less than total cumulative 90% of the Price Bid amount
- e. 10% on commencement of construction towards infrastructure facilities

It shall be noted that irrespective of the Price Bid submitted and the payment stages mentioned herewith, any additional amount required for the Project shall be invested by the Lead Partner in the SPV Company as and when such need arises.

4. Looking at the importance of the redevelopment of the rehab and renewal component, for effective implementation of the Dharavi Redevelopment Project through SPV Company, Government declared this project as vital public purpose project and a Special Project.
5. By providing Special project status of vital public purpose project following concessions have been approved:
 - a. Stamp Duty exemptions on:
 1. Development agreement between the Lead Partner and the DRP/SRA and development rights given to the SPV Company.
 2. First sale of the residential and commercial properties by the SPV Company.
 3. First sale of any immovable properties by the SPV company
 4. Land acquisition by DRP/SRA or SPV Company or any land acquisition for construction of transit tenements.

After issuance of necessary notifications by Revenue and Forest Department of Government of Maharashtra above stamp duty exemptions will be applicable.

- b. Reduced rates of property taxes for limited period as applicable for the rehabilitation and renewal projects under Mumbai Municipal Corporation Notifications V XVII 144 B and 144 D will be extended to the rehab and renewal residential tenements of the Dharavi Redevelopment Project area, constructed under rules 33(9)(A) and 33(10)(B) of section 33 of Development Control & Promotion Rules and the rental housing tenements, irrespective of the size of such tenements in the Project area.
- c. No property tax will be levied on the transit tenements utilized for Dharavi Redevelopment Project, in the Dharavi and Mumbai Metropolitan Region and on any construction of transit tenements by the SPV Company, land under construction and open land. 100% tax exemption will be applicable for a period of

7 years from the date of the agreement. After that only 50% tax exemption will be applicable for limited time upto completion of project.

- d. No premium will be charged on fungible FSI and for relaxation of open space deficiencies.
- e. SPV Company will be exempted from payment of following:
 - i. Betterment Charges under Section 354- UA of Chapter XII-A of BMC Act, 1888
 - ii. Development Charges under Section 124A of MR&TP Act 1966
 - iii. Scrutiny charges under Section 42f(iv) of MR&TP Act 1966
 - iv. Staircase premium under Section 31(1) of DCPR 2034
 - v. Layout Deposit

- f. CEO & OSD of DRP/SRA will be fully empowered for interchanging of reservations as per the Development Control and Promotion Rules in the Dharavi Notified area. No consultation or approval in this regard will be required with the MCGM.

With regard to 5(b), 5(c), 5(d), 5(e) and 5(f) above, special directions by Urban Development Department under Section 154 of the Maharashtra Regional and Town Planning Act, 1966 will be issued.

- g. As per the prevailing industrial policies and under the relevant schemes, the existing industrial units under rehabilitation may avail subsidy for undertaking technology up-gradation and for implementation of cleaner production measures.

- 6. Following modifications will be applicable in the Development Control and Promotion Regulations 2034, for the Dharavi Redevelopment Project Area:

- a. Any Transferable Development Rights (TDR) generated in the project can be sold without indexation. Such sales of TDR will be in lines with the relevant rules of DCR 1991. However, such TDR can be used or sold by the SPV Company in the Mumbai city as well in the Mumbai sub-urban districts.

The admissible TDR as per column 6 of the Table 12 of DCPR 2034 under Part V Floor Space Index (Regulation 30), utilization of minimum 50% of admissible TDR generated from Dharavi slum redevelopment scheme, shall be compulsory. Such TDR generated from DRP area shall be used first before utilization of any other TDR. Further, this provision, shall override any other contradictory provisions related with the TDR.

- b. FSI that can be utilized shall be 4.00 or sum total of rehabilitation FSI BUA under regulation 33(10)(A) & renewal FSI BUA under regulation 33(9)(A) of DCPR plus incentive FSI BUA, whichever is higher.
- c. In respect of those eligible occupiers on site who do not join the project willingly, the provisions laid down under Section 95A of MHADA Act, 1976, DCPR 33 (9) and

such other Acts / Rules /Regulations which are for the time being in force will be made applicable.

- d. With regard to the provision as per the DCPR 2034, regarding charging the infrastructure charges of 2% of the land rate as per ASR for FSI 1.00, the original earlier provision (Dharavi DCR, 2012) will be retained with regard to Dharavi Notified Area of collecting INR 840/- per sq. mt. from the SPV towards infrastructure charges.
- e. In the DCPR 2034, distance between two buildings has been regulated as per DPCR 41(5) of 2034 wherein minimum distance between two buildings is prescribed as 18 meters for high rise buildings. For the Dharavi Notified Area such minimum distance between two buildings will be reduced to 12 m and as mentioned in the Dharavi DCR, 2012.

The applicability of the above modifications will be after issuance of special directions under Section 154 of the Maharashtra Regional and Town Planning Act, 1966 by Urban Development Department and after incorporation of the same in the DCPR 2034.

7. Additional commercial Floor Space Index of 10% of the rehab/renewal residential Built-up area of buildings shall be allowed excluding on Ground and first floor of such buildings. Societies established for rehabilitation and renewal tenements will have rights to lease (no saleable rights) such commercial areas. The ownership rights of such commercial areas will be with DRP/SRA. Further, against such commercial space being handed over free of cost to societies, the SPV Company shall be provided 1.33 times the such Built-up area developed as Sale incentive FSI.
8. Considering the Special Project status, State Government through Finance Department will reimburse as incentive, state GST paid by the SPV company, on construction of rehabilitation and renewal tenements including associated amenities and infrastructure for a period of 15 years from the date of signing of the Development Agreement. Further, Housing Department shall make necessary budgetary provision as per the demand of the DRP/SRA. DRP/SRA shall verify the demand of the SPV Company along with the proof of GST payment made by the SPV Company. Based on such verification, Housing Department shall avail such funds from the Finance Department and transfer to DRP/SRA. DRP/SRA shall pay to SPV Company such availed funds within 6 months of the next Financial Year.

Also State Government through Finance Department will reimburse state GST paid by the industrial and commercial units as incentive, for a period of 5 years from the date of issuance of Occupation Certificate to such buildings. Further, Housing Department shall make necessary budgetary provision as per the demand of the DRP/SRA. DRP/SRA shall verify the demand of the industrial and commercial units along with the proof of GST

payment made by them. Based on such verification, Housing Department shall avail such funds from the Finance Department and transfer to DRP/SRA. DRP/SRA shall pay to respective industrial and commercial units such availed funds within 6 months of the next Financial Year.

Industrial/ Commercial areas shall be clearly demarcated with infrastructure as required for such area.

9. Open land of Government/semi-government and private and not having any slum structures may be acquired, after taking consent from such land owners by giving consideration towards such land to the land owner, equal to either Transferrable Development Rights (TDRs) equivalent to the development rights attached to such land OR constructed area in the Dharavi Notified Area equivalent to 60% (FSI 1.33*60%) of the development rights attached to such land in the sale component.
10. Government/semi-government and private land which is having non-slum authorized structures/buildings may be acquired along with the existing construction by providing 120% of the existing built-up area and not less than 110% of the existing carpet area (including fungible area) and not less than the area eligible under the urban renewal scheme.
11. Government/semi-government and private land under slum may be acquired by providing Transferrable Development Rights (TDRs) equivalent to 25% of the development rights (indexation of Ready Reckoner rate on the date of acquisition) attached to such land.
12. Land available with the Railways abutting Dharavi Notified Area (Dadar-Matunga) of approximately 45 acres has been included as part of DNA and DRP area. SPV Company shall follow all the conditions of the Railway MoU that has been entered and Definitive Agreement that will be entered between DRP/SRA and RLDA. Salient features of the Memorandum of Understanding signed on 03.03.2019 between Railways through RLDA and DRP/SRA are (attached as Annexure- V) and the Definitive Agreement are as follows:
 - a. Railways will transfer 45 acres (or more) land adjoining DNA and/or within DNA through RLDA for 99 years lease to DRP/SRA.
 - b. DRP has already paid upfront amount of INR 800 cr and balance INR 200 cr needs to be paid within 6 months from the date of execution of Definitive Agreement. INR 800 cr has been deposited with RLDA on 15/06/2019.
 - c. After payment of INR 800 cr, RLDA to handover the open land and operational land to DRP.
 - d. In addition to the Upfront Payment, DRP/SRA and RLDA will share profits received by DRP/SRA from the Dharavi Project - the profit share of Parties in the profits received by DRP/SRA and any other entity representing GoM in the entire Dharavi Project based on the ratio of land being given/contributed by the Railway/RLDA and

DRP/SRA respectively where the area of Railway Land Parcel will be given twice the weightage in comparison to area of Dharavi Land Parcel.

The formula for calculating profit share is given below:

Share of Profit of RLDA ("RLDA's Share") = $[(2 \times B) / (A)]$ of the profit share received by DRP/SRA and any other entity representing GoM in the entire Dharavi Project.

"A" is Dharavi Land Parcel (which is approximately 410 acres), and "B" is Railway Land Parcel (approximately 45 acres).

- e. In case the project does not go ahead or only rehab component is constructed or project is stalled in between or any shortfall in RLDA's share below INR 2800 cr, GoM (through DRP/SRA) will indemnify RLDA for amount of INR 2800 crore. The upfront payment of INR 1000 crore shall be excluded for the above purpose. SPV Company shall indemnify to the Government of Maharashtra and DRP/SRA towards any such amount that will be finalized as per the terms and conditions of the Definitive Agreement.
- f. DRP/SRA / SPV Company to reconstruct Railway quarters and amenities as per the Definitive Agreement and approximately 84,648.78 sqm.
- g. Rehabilitation of slums on railway land shall be carried out as a part of the Dharavi Redevelopment Project.
- h. It will be the obligation of the SPV Company to follow all the rules & regulations of railways and RLDA, including construction of boundary wall and development of mandatory infrastructure.

DRP/SRA has paid INR 800 cr to RLDA. Additional amount depending on the land being transferred to DRP/SRA will be paid (Total INR 1000 cr for 45 acres land and proportionate higher amount towards such higher areas). The SPV Company shall pay to DRP/SRA, the payments made by DRP/SRA, including any cost incurred and interest thereon required to be paid by DRP/SRA, in following stages:

- INR 500 crore at the time of signing of the Development Agreement
- Balance amount as per the land area and payments made by DRP/SRA, including any cost incurred and interest thereon required to be paid by DRP/SRA, within 1 year from the date of signing the Development Agreement.

Apart from above, the SPV Company shall indemnify Government of Maharashtra for payment of INR 2,800 crore (or any proportionate higher amount as per the additional land being given by RLDA), and shall be responsible for payment of such amount as per the Definitive Agreement, that will be entered between DRP/SRA and RLDA.

CEO & OSD, DRP/SRA shall have rights to finalize the terms and conditions of the Definitive agreement between RLDA and DRP/SRA and sign & execute such finalized Definitive Agreement. It will be the mandatory on the SPV Company to accept the

finalized price and payment terms of railway land. However, accordingly getting railway land transferred shall be the responsibility of the SPV Company.

13. Eligibility of slum dwellers and renewal tenements in the Dharavi Notified Area will be finalized based on Government Resolution of the Housing Department dated 16th May 2015 and 16th May 2018. Non- eligible slum dwellers before 2011, who are ready to pay cost, may avail subsidy or credit linked subsidy under Prime Minister Awas Yojana (Urban) as per Housing for All policy of the Central Government and the Government Resolution issued in this regard by the Housing Department dated 9th December 2015.

Government of Maharashtra will send an application for extension of Prime Minister Awas Yojana (Urban) for Dharavi Redevelopment Project upto 2037. The same shall be applicable subject to approval of Government of India. DRP will not be taking any liability towards acceptance or rejection of the proposal by the Central Government.

14. For accommodating ineligible tenements in Dharavi and for accommodating slum dwellers in Dharavi, who have to pay cost of construction as per Government Resolution dated 7th September 2018 and are not in a position to pay such cost following has been approved:

i. Rental Housing

A. Tenements / units under Affordable Rental Housing scheme shall be constructed by the SPV Company of carpet area as per market demand and as finalized by CEO & OSD of DRP/SRA. Rental houses so constructed by the SPV Company shall be handed over free of cost to DRP for renting. DRP will collect rent as per the prevailing practices of Government/MHADA. For the purpose of the SPV Company, such construction will be treated as construction of rehabilitation under 33(10)(A) and on such land, the SPV Company will have to pay Land Premium (25% of the ready reckoner rate at the time of Bid due date for any land in the DNA area by the SPV Company to DRP/SRA and 10% of the ready reckoner rate at the time of Bid due date for any land outside the DNA area purchased by the SPV Company to DRP/SRA against issuance of Development Rights). To SPV Company 1.33 times such BUA constructed under such Rental Housing shall be allowed as sale component.

B.(a) Slum dwellers in Dharavi who have to pay cost of construction as per Government Resolution dated 7th September 2018 and are not in a position to pay such cost shall have option to purchase the rental house (hire purchase) from DRP/SRA by payment of cost of construction, indexed to WPI rate from the date of OC.

(b) Non-eligible slumdwellers in Dharavi shall have option to purchase the rental house (hire purchase) from DRP/SRA by payment of cost of construction inclusive of value of land, indexed to WPI rate from the date of OC. However, such cost of houses shall not be more than 130% of prices of houses arrived under (a) above.

The purchasers under hire-purchase as mentioned above will get benefits under Prime Minister Awas Yojana or any other policies of Government of India or Government of Maharashtra prevailing at that time.

- ii. For non-eligible slumdweller who are ready to pay cost of construction, SPV Company shall be authorized to construct housing for them of carpet area of not more than 300 sqft and as finalized by the CEO & OSD of DRP/SRA on the land/lands procured by the SPV Company and such construction and sale of such units shall be conducted by SPV Company to the beneficiaries on similar lines as per the Government Resolution No. PraAaYo-2017/Pr.Kr. 95/Grunidho -2 of housing Department dated 11th September 2018. Such plot procured by the SPV Company shall be preferably within 10 km radius of the Dharavi Notified Area. The purchasers from SPV Company will get benefits under Prime Minister Awas Yojana or any other policies of Government of India or Government of Maharashtra prevailing at that time.
 - iii. DRP/SRA will be planning authority for all such areas, which will be developed under this Scheme and will be considered as part of Dharavi Notified Area and Dharavi Project Area.
 - iv. As per prevailing Government practices/MHADA policies, the authority for deciding the cost of construction and rents to be paid shall be with CEO & OSD, DRP/SRA.
 - v. Further, PAP Tenements in the vicinity including airport tenements in the nearby wards will be transferred to DRP for Rental housing, for non-eligible tenements under PMAY and for rehab tenements.
 - vi. The rental house dweller shall pay property tax and other taxes and for which property tax concessions as applicable for 33(10)(A) and as agreed with GR dated 05/11/2018 shall be applicable.
 - vii. All the concessions available under the Government Resolution dated 05/11/2018 and the GR dated 28/09/2022 for redevelopment under 33(9)(A) and 33(10)(A) shall also be applicable to the Affordable Rental Housing Scheme.
 - viii. Land acquired by the SPV Company outside Dharavi Notified Area for Affordable Rental housing schemes shall be purchased by the SPV Company on the name of the DRP/SRA. However, land premium of 10% of Ready Reckoner Rate of that area is proposed will be applicable, against issuance of Development Rights.
 - ix. DRP/SRA shall be authorized to form a suitable detailed framework on above.
15. Proposal will be sent to Government of India for availing Infrastructure status to the Dharavi Redevelopment Project and to avail concessions for getting tax exemption under Section 80-IA. The same shall only be applicable subject to approval of Government of India. DRP will not be taking any liability towards acceptance or rejection of the proposal by the Central Government.
16. Proposal will be sent to Ministry of Commerce, Government of India for lease of the salt pan land for a period of 99 years for development of Affordable Rental Housing. Based on consideration agreed in line with the Government Resolution dated 5th November

2018, it will be the responsibility of the Special Purpose Vehicle Company to pay appropriate consideration to Ministry of Commerce, Government of India. Government of Maharashtra or DRP/SRA will not be liable to SPV Company, in case such land is not included in the Dharavi Redevelopment Project.

17. Dharavi Bus Depot shall be handed over to DRP for redevelopment of land for residential and commercial usage on upper floors and developing Bus Depot on ground floor. Further, sewage pumping station shall be developed with modern technology by the SPV Company such that maximum land utilization can take place for Dharavi Redevelopment Project, including if necessary above the pumping station. The compensation to concerned authorities can be on the basis of the Government Resolution dated 5th November 2018.
18. For speedy implementation of the Dharavi Redevelopment Project, Chief Executive Officer & Officer on Special Duty of DRP/SRA will have powers to take action under Single Window Clearance of the integrated master plan after discussing with the concerned state department and have authority to issue approval, after following due procedure.
19. For speedy clearances to Dharavi Redevelopment Project from Central Government Departments of Environment and Civil Aviation, proposal will be sent to Central Government. CEO & OSD of DRP/SRA will verify that all the norms set by Ministry of Environment & Climate Control and rules of Civil Aviation have been followed. After such verification, the proposal will be sent to Departments of Environment and Civil Aviation /AAI requesting to issue permissions for the proposed buildings in the entire layout. If within 30 days no deviation is reported by concerned Central Govt. Departments, then CEO & OSD shall have right to issue deemed approval for starting the construction.

The same shall be applicable subject to approval of Government of India. DRP will not be taking any liability towards acceptance or rejection of the proposal by the Central Government.

20. DRP/SRA will be supported with dedicated police force for maintaining public law and order, security and for vacating and removing the occupants from the illegal construction.
21. For rehabilitation of slum on Government/semi-government institutions land under slum, developer has to pay land premium of 25% of Ready Reckoner rate as per the Government resolution of Urban Development Department dated 16th April 2008. However, for Dharavi Redevelopment Project, land Premium of 25% of Ready Reckoner rate as on Bid Due Date shall be applicable for the entire Dharavi Redevelopment Project area irrespective of the present usage, whether under slum or renewal, and irrespective of the ownership of the land and shall be paid by the SPV Company to the DRP/SRA in proportion to the issuance of the commencement certificate for sale component for issuance of the Development Rights. In-lieu of which DRP/SRA will surrender

proportionate equity upto 8% against issuance of Development Rights and hence the equity of DRP/SRA in the SPV will reduce from 20% to 12% in stages.

However, for land acquired by the SPV Company outside Dharavi Notified Area for Affordable Rental housing schemes on the name of the DRP/SRA, land premium of 10% of Ready Reckoner Rate shall be applicable against issuance of Development Rights.

22. Deputy Collectors and other equivalent officers reporting to the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of the DRP/SRA will be empowered as Competent Authority for creation of list of protected and un-protected slum dwellers (Annexure – II as per Slum Act) as per the Government resolution dated 16th May 2015 and 16th May 2018, for slum redevelopment project. In this regard, rights to review first appeal will be with the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of DRP/SRA. The rights to review second appeal will be with the Apex Grievance Redressal Committee. This shall be effective after necessary notifications for declaration of competent authority by the Housing Department and as per the proposal submitted by Chief Executive Officer & Officer on Special Duty of the DRP/SRA.
23. Chief Fire Officer reporting to the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of DRP/SRA shall be empowered to issue, as per the Development Control & Promotion Rules, the no objection certificate of the Fire Department of the MCGM for land under slum with area more than 200 acres and which are declared as vital public purpose project and for Dharavi Redevelopment Project.
After necessary study in this regard, Urban Development Department will issue necessary directions to the BrihanMumbai Municipal Corporation for providing on deputation necessary competent officer from the Fire Department.
24. In case of Force Majeure events the periods given under the various concessions given under 5th November 2018 Government Resolution and under 28/09/2022 Government Resolution in this regard will be extended to the extent of Force Majeure period.

All the powers given to the Chief Executive Officer of Slum Rehabilitation Authority under Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 has been delegated to the Chief Executive Officer & Officer on Special Duty of DRP/SRA by the order issued under letter dated 14th November 2005.

Bidders shall provide as part of their proposal, the detailed project phasing, construction technology and methodology that will be used for speedy completion of the Project.

Private land including land under slums in the Dharavi project area will be acquired by the DRP/SRA under relevant provisions of Slum Act, Land Acquisition Act, MR&TP Act and the

Government Resolution mentioned herein above. However, all the cost for such acquisition and associated cost shall be paid by the SPV Company.

The broad objects of the Project are as under:

- 1) To improve the living standards of residents of Dharavi through transforming Dharavi Notified Area (DNA) into a well-planned integrated township by way of redevelopment as per the provisions of Planning Proposals and Development Control Regulations.
- 2) The redevelopment of DNA is envisaged by using land as a resource to cross subsidize the development cost through free sale component by the Lead Partner in joint venture with the DRP/SRA.

1.3. Joint Venture Company/Special Purpose Vehicle Company

Government of Maharashtra has decided to allow the Selected Lead Partner (the “**Lead Partner**”) to establish a SPV Company wherein the Lead Partner along with other associated entities will hold 80% economic and voting rights. Balance 20% economic and voting rights will be held by DRP/SRA. Cash Equity contribution of DRP/SRA will be limited to INR 100 crore (Rupees hundred crore only- equivalent to INR 1 billion). Balance equity contribution will have to be brought by the Lead Partner. Apart from equity as mentioned above, any funds required for the project, as and when required, shall be brought in the form of Compulsorily Convertible Securities such as Compulsorily Convertible Debentures and/or Compulsorily Convertible Preference Shares by SPV Company.

The Lead Partner may cause the SPV Company to issue compulsorily convertible Debentures/compulsorily convertible Preference Shares/other securities, without creating any encumbrance on any assets of the SPV Company and should be of nature which will be compulsorily be converted into Equity, as per the Project requirements and as determined from time to time, while always maintaining the economic and voting rights percentage of DRP/SRA in the SPV Company. Any additional financial requirements of the SPV Company shall be satisfied with the aforementioned issuances of compulsorily convertible Debentures/compulsorily convertible Preference Shares/other securities.

It shall be noted that the coupon/dividend on compulsorily convertible securities/bonds/other instruments shall not be more than yield of 2% above 10 year Government of India traded securities (G-Sec) at the time of issuance. Also, weighted average coupon on such Securities shall not be more than the project IRR (project IRR calculated after deducting taxes). However, payment of coupon on such instrument will be due only after completion of Rehabilitation and Renewal Component, including all the required infrastructure and construction of amenities. Till such period of completion of Rehabilitation and Renewal Component, including all the required infrastructure and construction of amenities, interest may be accrued but will not be due for payment. However, such interest payment can be phased based on the actual completion of any phase and can be mutually finalized by the DRP/SRA and the Lead partner.

The Project assets created by the Lead Partner may be offered as security/ collateral to enable the Lead Partner to raise funds without diluting the shareholding interest of the DRP/SRA and without any encumbrance on the SPV Company. Equity/funding from the consortium members, including of any Associates (Associates shall mean entities having equity holding of more than 26% in the Consortium Member or vice-a-versa) or subsidiaries, in the DNA shall be in the SPV company.

Within 60 days of signing the Development Agreement, the Lead Partner shall prepare and submit the Integrated Comprehensive Master Plan. On approval for the commencement of construction for the first phase of the Project, Lead Partner through SPV Company shall start construction within 15 days of obtaining such approvals.

The draft format of the Development Agreement and Shareholders' agreement has been provided as part of the Tender Document.

In lieu of Development rights provided in the Project area, SPV Company shall pay INR 5 crore (Rupees five crore only) per annum as agreement fee (the "**Agreement Fee**") to the DRP/SRA every year. First such payment shall be due at the time of signing of the Development Agreement and after that in each year on the date of anniversary of signing of the Development Agreement. Such Agreement Fee shall be paid till the completion of Rehabilitation and Renewal Component, completion of all the amenities and the complete infrastructure.

1.4. Scope of Work of the SPV Company

- I. SPV Company shall submit the comprehensive integrated Master Plan for DRP area with land use, amenities, roads and infrastructure and further detailing of perspective plan submitted with following aspects :
 - i. Comprehensive Perspective Plan of Dharavi after redevelopment enabling livelihoods /occupations, mainly reflecting multicultural identity of Dharavi and showcasing Urban Design features along with International Class Street furniture.
 - ii. Plan should have Community identity and social inclusion with Sustainable practices. It should have Vision for Dharavi and Broad perspective of development and strategies of development
 - iii. Details of Cluster that will be developed and providing separate identity of each cluster.
 - iv. Harmonious integration with surrounding areas and infrastructure especially Bandra-Kurla Complex
 - v. Smart city solutions and strategies to be adopted. It should have open spaces as per the Planning standards.
 - vi. Harmonious integration with nearby open spaces, Mithi river area and surrounding areas.

- vii. The integrated Master Plan shall adhere to the Planning standards as approved in the Development Plan of Dharavi Notified Area
 - viii. The SPV Company shall prepare a walkthrough and 3 D physical model of the Dharavi development as per the scale as suggested by the DRP/SRA.
- II. The SPV Company shall hold consultations and Information, Education and Communication (I.E.C) activities with slum dwellers and non-slum occupants so as to see their cooperation in executing the Project. I.E.C. activities shall also include preparation of plans, presentations and necessary conferences, meetings, presentations by the SPV Company/ Lead Partner towards such I.E.C. activities. All expenses of I.E.C. activities and any related expenses shall be paid by the SPV Company/ Lead Partner. SPV Company shall coordinate with Non-Governmental Organisations and Community based Organisations. DRP/SRA will have right to instruct SPV Company to take help of certain specific Non-Governmental Organisations and Community based Organisations.
 - III. The Selected Bidder shall carry out necessary eligibility survey and finalize the number of eligible structures and non-eligible tenements and submit to DRP/SRA for verification of Annexure –II and finalization of tenements under Rental Housing Scheme. DRP/SRA will provide necessary facilitation.
 - IV. Railway Land Development Authority (RLDA) along with DRP/SRA will finalize the consideration towards the railway land. It will be mandatory on the Selected Bidder to accept such consideration finalized. CEO & OSD of DRP/SRA will be authorized to negotiate terms and conditions with RLDA and finalize and execute the Definitive Agreement. The responsibility of getting land transferred after finalization of Definitive Agreement will be on the Special Purpose Vehicle Company.
 - V. The SPV shall prepare Slum Rehabilitation Scheme, which will be published by DRP/SRA in the Official Gazette, as draft general Slum Rehabilitation Scheme, under section 3(B) of the revised provisions of Slum Act, for information of general public, inviting objections and suggestions. The CEO & OSD of DRP/SRA after giving effect to objections and suggestions, publish the general Slum Rehabilitation Scheme, after approval of the Housing Department, Government of Maharashtra in the Official Gazette. Such general Slum Rehabilitation Scheme shall be deemed Development Control Regulations for the Dharavi under the provisions of Chapter III of the MRTP Act, 1966 and shall prevail over the DCPR 2034.
 - VI. The SPV Company shall conduct Redevelopment of area of land of the Dharavi project area, comprising of slum and non-slum area, buildings / chawls including development of necessary on-site and off-site infrastructure, including water supply, sewage disposal, electricity supply and piped gas infrastructure, and amenities within a period of 7 (seven) years from the date of issuance of commencement certificate for the first phase of the Project, and shall be constructed as per the prevailing Development Control & Promotion Regulations (DCPR). It shall be noted that the SPV Company shall adopt the latest high rise technology available for speedy and quality construction of the Project. Technologies such as

- Mivan/S-Form, tunnel form and jump form, precast members, 3 D printing or any other suitable technology shall be used for speedy and quality construction of rehab buildings.
- VII. The Rehabilitation and Renewal tenements shall be constructed as per the applicable Development Control & Promotion Regulations (DCPR) prevailing at the time of construction. The Selected Lead Partner shall assist and actively coordinate for formation of co-operative housing societies of such tenements. The Rehab tenement shall be as per DCPR 33(10)(A). Additionally, fungible area of 50 sq. ft. shall be provided for rehab residential tenement; i.e. minimum such carpet area shall be 350 sq. ft.. However, the Selected Lead Partner will not be eligible to get compensatory FSI/Sale incentive for this additional fungible area.
- VIII. The Renewal tenement shall be as per DCPR 33(9)(A). Additionally, fungible area of 35% of the entitled area shall be provided for Renewal rehab residential tenement; i.e. minimum such carpet area shall be 405 sq. ft. However, the Selected Lead Partner will not be eligible to get compensatory FSI/Sale incentive for this additional fungible area. Loft area in Kitchen shall be provided as per DCPR. Additional loft above WC and Bathroom shall be provided. Depending on the viability, additional area shall be endeavoured to be provided.
- IX. It will be mandatory on the SPV Company to diligently follow all the obligations and terms and conditions of the Railway MoU and the agreement that will be entered between the Railway Land Development Authority and the DRP/SRA.
- X. SPV Company / Lead Partner shall be responsible towards shifting and rehabilitation of the existing commercial and industrial units and residential hutments/tenements and shall incur all the related expenditure including towards construction of transit tenements and construction of rehabilitation component, renewal component, amenities and infrastructure.
- XI. SPV Company shall pay to DRP/SRA any cost incurred by the DRP/SRA towards the payment to Project Management Consultant including any GST and incidental expenses incurred by the DRP/SRA for monitoring the Project. SPV Company shall pay such amount in advance for the next 6 months and shall maintain such funds with the DRP/SRA on minimum revolving balance.
- XII. SPV Company shall develop all on-site and off-site trunk infrastructure works such as widening of roads, storm water drains, water supply, sewage disposal, electricity supply, piped gas and any other services to be provided, as per approved Master Plan. SPV Company shall envisage to develop world class infrastructure and amenities. While developing world class infrastructure and amenities, SPV Company shall with necessary permissions and approvals modernize /upgrade adjoining infrastructure.
- XIII. In order to recover the expenditure which is to be incurred on the rehabilitation and renewal component and also in infrastructure and amenities as per the Project requirements, the SPV Company will construct and sell the free sale component buildings in accordance with the prevailing DCPR. Industrial/ Commercial areas shall be clearly demarcated with

- infrastructure as required for such area. Branding and naming rights for the sale component shall be with the SPV Company. Any sale/lease of constructed units by the SPV Company will be along with the leasehold rights of the land as per the provisions of the DCPR 2034, excluding railway land and for which the Definitive Agreement between RLDA and DRP/SRA will be applicable.
- XIV. During the Project implementation, SPV Company shall follow Indian laws, rules and regulations, necessary IS codes, Slum Act, labour laws and shall promote harmonized relations with workers and the habitants in the area.
- XV. SPV Company shall pay all the electricity bills, water charges, property tax charges and all other Govt/Local body charges till the buildings are handed over to the beneficiaries/Public Authorities. SPV Company shall pay all the applicable taxes, charges/payments for getting all approvals/NOCs, duties, levies, assessment charges, charges leviable on transit accommodation, charges of Project Management Consultants, charges of society formation, charges of third party quality audit, etc. SPV Company shall be responsible towards any cost towards maintenance of the buildings and infrastructure till the end of the Defect Liability Period and as applicable under various laws, rules and regulations including Real Estate (Regulation & Development) Act, 2016 of Government of Maharashtra (MahaRERA).
- XVI. The Defect Liability Period shall be applicable for the satisfactory performance of all built – up components of both Rehabilitation and Renewal Components, Amenities and on-site and off-site infrastructure developed at the Project Site starting from the date of actual completion as certified by PMC, up to a period as described in Schedule 1 and 2 of the Draft Development Agreement. (the “**Defect Liability Period**”)
- XVII. The Project details which are annexed as Annexure - I to this Volume are provided only as a preliminary reference document, by way of assistance to the Bidders. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Bidders shall study the modifications in the Slum Act, new Government regulations on the eligibility, Mashal Survey report, Development Control Regulations for Dharavi and MCGM DCPR 2034, sanctioned Planning Proposal of Dharavi, industrial units in Dharavi and, amenities and religious structures that need to be constructed, along with plans of other Government agencies, before submitting their Bid. Nothing contained in the Annexure-I shall be binding on the Authority and/ or its consultants/ advisors, nor confer any rights to the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project details and this RFQ-cum-RFP.
- XVIII. Cost of any land acquisition of private land as well as any land from the excluded portion in Dharavi Notified Area or outside shall be paid by the SPV Company. DRP/SRA shall provide facilitation to the extent required by the Lead Partner for successful implementation of the Project.

- XIX. It shall be noted that the Authority/GoM, except to the extent DRP/SRA has economic interest in the SPV Company in the form of equity holdings, will neither reimburse towards any loss suffered by the SPV Company nor DRP/SRA will demand any additional premium or charges or equivalent from any gains arisen to the SPV Company, due to any change in law/rules & regulations or change in scope of the Project, except as specifically mentioned in the provisions of such law/rules & regulations.
- XX. Rehabilitation, Renewal, Amenities and infrastructure component shall be completed within 7 years from the date of issuance of the Commencement Certificate for the first phase of the Project.
- XXI. The damages to be paid by the SPV Company to the DRP/SRA, due to delay by the Lead Partner /SPV Company and not attributable due to Force Majeure or due to DRP/SRA/Govt. in completion of rehab/ renewal / amenities/ infrastructure within a period of 7 years shall be INR 2 crore per annum and part thereof in addition to :
- a. Damages as prescribed by MahaRERA/ any court of law
 - b. Damages payable by DRP/SRA to any third party

However, no damages shall be payable by either Party, in case such delay in Project completion was due to Force Majeure events or due to any judicial orders. The acceptance of both the Parties of the Force Majeure event and the start and end time, shall be sufficient for extension in the completion date. However, any statutory Damages as prescribed by MahaRERA/ any court of law or payable by DRP/SRA to any third party due to such delay will have to be paid by the SPV Company.

1.5. Facilitation by DRP/SRA and Government of Maharashtra

- I. DRP/SRA will provide following facilitation to the SPV Company:
 - a) To sign Definitive Agreement with Railway Land Development Authority (RLDA) and handover railway land of approximately 45 acres to SPV Company;
 - b) To declare the Slum Rehabilitation Area under section 3 C of the Slum Act wherever necessary.
 - c) To co-ordinate with the Competent Authority and the SPV Company for certifying Annexure II as per Slum Act of each Part, after submission of such Part draft Annexure – II by the SPV Company/Lead Partner.
 - d) To co-ordinate for disposal of any appeal on the issue of eligibility filed with the Appellate Authority.
 - e) To decide applications of various permissions of layout & building plans for Rehab/Renewal/Amenity and Sale area as per M.R. & T.P. Act.
 - f) To ensure through Competent Authority eviction of those Slum Dwellers who do not co-operate with the schemes under Section 33, 33(A) and 38 of the Slum Act.

- g) To give the development rights of the Project Area to the SPV Company and to facilitate acquisition of private lands on as-is-where-is basis. However, the cost of acquisition shall be paid by the SPV Company/Lead Partner.
- h) To facilitate and assist the SPV Company in getting necessary approvals from MCGM, High-rise Committee, BEST, TATA Power, Police Department, Civil Aviation, Railways, MoEF&CC, Maharashtra Coastal Zone Management Authority (MCZMA), etc. under Single Window Approval.
- i) To assist the SPV Company in allotting rehab/renewal tenements by lottery to the eligible beneficiaries.
- j) To assist the SPV Company in forming Co-operative Housing/Commercial/Industrial Societies of the allottees.
- k) To ensure that after issuance of the Occupation Certificate of various rehab, renewal & amenity buildings, the same are occupied by those who are eligible or are handed over to the concerned Authorities.
- l) To facilitate execution of land lease agreements as per prevailing rules and regulations.
- m) Timelines for completion of facilitation as above will be mutually agreed between DRP/SRA and Lead Partner. DRP obligations will be on best effort basis. However, there will not be any financial obligation on DRP/SRA due to any delay beyond the control of DRP/SRA. It shall be noted that the final responsibility of completion of Project shall be on the Lead Partner.

Timelines for completion of facilitation will be mutually agreed between DRP and Lead Partner. DRP will complete their obligations on the best effort basis. However, there will not be any financial obligation on DRP due to such delay.

- II. The Government of Maharashtra will sign the State Support Agreement with following major highlights:
 - a) ensure that no modification shall be allowed in Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, Government Resolution No. DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28.09.2022, provisions 33(9)(A) and 33(10)(A) applicable to Dharavi Notified Area applicable under Development Control and Promotion Regulations of Greater Mumbai so as to directly or indirectly adversely affect the performance of the Special Purpose Vehicle Company implementing the Project;
 - b) ensure that such Government Resolutions are made effective with appropriate Notifications of the concerned Department before finalization of the comprehensive integrated Master Plan of the project;
 - c) ensure that the MoU signed with RLDA is made effective before signing the Development Agreement;
 - d) assist acquisition of land (both Government/local body as well as Private Land) under applicable laws and handing over for redevelopment in the DNA;

- e) provide dedicated staff and police force, for preparation of Annexure II and removal of any illegal tenements as and when requested by the SPV Company;
 - f) Assist in obtaining Applicable Permits
 - g) Speedy decision making within 15 days for any issue
 - h) Continued access to the Site and Right of Way to the SPV Company without hindrance;
 - i) access to all necessary infrastructure facilities and utilities, including water and electricity at market rates
 - j) facilitate the shifting of utilities in accordance with Applicable Laws.
 - k) grant to the SPV Company the authority to regulate the activity or movement of any person or vehicle on the construction site;
 - l) provide necessary Police assistance in accordance with Applicable Laws and rules thereunder for regulation of persons/traffic, removal of trespassers and for security of the personnel working on behalf of the SPV Company; and
 - m) Observe and comply with all its obligations set forth in the Development Agreement.
- III. In case of default by the Government of Maharashtra to the State Support Agreement, entitle the Lead Partner to sell the equity stake to the Government of Maharashtra and payment will have to be made by the Government of Maharashtra to the SPV Company as below:
- a) Valuation of the equity after deducting the dividend already paid and after indexing such equity capital & dividend with maximum of the following (i) and (ii) below:
 - i. Thirty days average yield on 10 year Government Securities prior to the time of investment of such equity - from the period of investment and till the termination date - compounding every year
 - ii. Thirty days average BSE SENSEX prior to the date of termination divided by the Thirty days average BSE SENSEX prior to the date of equity subscription or dividend paid as the case may be.
 - b) Further, Lead Partner will be entitled to get compensated to the extent of 120% (one hundred and twenty percent) of the amount of such funds, including any interest/dividend accrued and not paid, invested by the Lead Partner in the SPV Company and any liabilities incurred but not paid by the SPV Company. After that SPV Company/GoM shall not be responsible for any liabilities incurred before the transfer of shares to Govt due to termination
 - c) Lead Partner will get such payments within 180 days of the Termination Date
 - d) Interest for the period of delay shall be calculated at the rate of 3% above the Thirty days average yield on 10 years Government Securities on the date of Termination.

1.6. Obligations of the Lead Partner before signing the Development Agreement

Obligations of the Lead Partner before signing of the Development Agreement shall be as below:

- a. to promote and incorporate a limited liability company under the Companies Act, 2013 as a Special Purpose Vehicle Company within 59 days from the date of Letter of Award;
- b. to enter into Memorandum of Understanding (**MoU**) with DRP/SRA within 60 days from the issuance of Letter of Award; and
- c. to invest in the SPV Company as per the stages mentioned in the tender document.

1.7. Option to DRP/SRA to sell its equity share

DRP/SRA shall have the right/option (not the obligation) to sell its part equity stake or the entire equity stake in the SPV Company to the Lead Partner or any other third party as per clause 5.3 (e) of the Draft Shareholders' Agreement. In case of any sale of Equity by Lead Partner outside the Consortium, the DRP/ SRA shall have right to sell its proportionate equity to such third party at the same share price and as per the procedure mentioned in the draft Shareholders' Agreement.

Any such sale of equity by DRP/SRA, will not absolve DRP/SRA from its obligations towards facilitation to be provided nor absolve the state Government from the liabilities under State Support Agreement.

1.8. Points to be considered

1.8.1 All Bids shall be prepared and submitted on or before the date specified in Clause 1.9 for submission of Bids (the "**Bid Due Date**").

1.8.2 The Authority has adopted a single-stage two e-envelopes e-tendering process (collectively referred to as the "**RFQ cum RFP Process**") for selection of a Lead Partner for award of the Project. The first e-envelope (the "**E-Envelope 1**") shall be evaluated to ensure responsiveness of the Bids with the terms/ requirements of the RFQ cum RFP and qualification of the Bidders on the basis of the Technical and Financial Capacity. Subsequent to the evaluation of the E-Envelope 1, the Authority will open the Price Bids (the "**E-Envelope 2**") of only those Bidders who qualify pursuant to the evaluation of the E-Envelope 1.

1.8.3 The complete RFQ cum RFP is published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded RFQ cum RFP shall be considered valid for participation in the Selection Process. Further, the same is subject to the submission of required tender/ bidding

document fee of INR 650,000/- as '**Tender Fee**' through e-Tendering Online Payment Gateway mode only. Bidders who are using State Bank (India) Multi Option Payment System (SB MOPS) from other bank's Internet Banking are requested to make online payment at least four days before submitting the documents under E-Envelope 1 so as to avoid the risk of non-realization of payment.

1.8.4 It shall be noted that Tender Fee is not refundable.

1.8.5 Accessing RFQ cum RFP document and participation

- i) The complete RFQ cum RFP document can be viewed/ downloaded from the e-tendering portal of www.mahatenders.gov.in by interested Bidders from 01/10/2022 to 31/10/2022 (upto 15:00 hrs. IST). For any help regarding downloading of submissions, Bidders may contact on Toll Free Telephonic Help Desk Number 0120-4001 002; 0120-4200 462; 0120-4001 005 and 0120-6277 787
- ii) The amendments/ clarifications to the RFQ cum RFP by the Authority, if any, will be uploaded on the e-tendering portal.

1.8.6 Preparation & Submission of Bids

- i) The Bidders shall upload the following documents which shall be numbered and shall also have index.
 - 1) **E - Envelope 1** shall contain the following documents, which has to be prepared and scanned in different files in PDF or JPEG format and uploaded during the on-line submission of Bid. All the pages containing E-Envelope 1 shall be numbered and shall also have index. The format of the index is enclosed as Appendix V:
 - a. Index as given in **Appendix V**.
 - b. Copy of the payment of Tender Fee.
 - c. Copy of the Bid Security payment.
 - d. Letter accompanying the Bid in the prescribed format at Appendix I including attached Annex I(a) to I(d) along with supporting documents (refer Clause 2.1.3 and Clause 2.1.4) substantiating Technical and Financial Capacity;
 - (i) Appendix I : Annex I(A): Details of Bidder
 - (ii) Appendix I :Annex I(B) : Technical Capacity of the Bidder
 - (iii) Appendix I : Annex I(C) : Financial Capacity of the Bidder

- e. Approach and Methodology of development of the project to be provided in Appendix IV
- f. Power of Attorney/Board Resolution for signing of Bid in the prescribed format - Appendix II;
- g. Copy of the Consortium Agreement, in case of a Consortium, substantially in the format at Appendix III or Agreement signed by the Lead Member (proposed to hold minimum 51% equity of the SPV Company) and Technical Consortium Member (proposed to hold minimum 26% equity of the SPV Company), substantially incorporating the features as mentioned in Appendix III;
- h. Copies of financial statements of the Bidder/ Lead Member and the Consortium Member. The last financial statement shall not be prior to 31st March 2022;
- i. Certificate of Incorporation and Memorandum of Articles and Articles of Association of the Bidder/ Lead Member and the Consortium Member.

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

It may be noted that E-envelope 1 shall not contain the Price Bid.

- 2) **E-envelope 2** shall contain only the Price Bid in the format prescribed

Qualified Bidders will be informed to submit, in hard copy or through email with password protection, **Appendix-VIA**, duly signed by the Authorized Signatory of the Bidder and duly supported by the Statutory Auditor **before the time of opening of the Price Bid**. Such Appendix-VIA will be opened immediately after opening of the Price Bid of the qualified Bidder. Bids will be rejected of those Bidders, who do not submit the Appendix –VIA before the time of opening of the Price Bid.

1.8.7 Modification/ Substitution of Bid

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

1.8.8 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority (Technical Specifications, Development Agreement, Shareholders' Agreement) pursuant to this RFQ cum RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.9 for submission of Bids (the "**Bid Due Date**").

1.9. Summary of various Activities

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

Sr. No.	Items	Description
1	Name of the Project	Request for Qualification cum Request for Proposal (RFQ cum RFP) for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA)
2	RFQ cum RFP Document Download Start / Expiry Date & Time	Start Date: 01/10/2022 at 13:00 pm IST Expiry Date: 31/10/2022 at 15:00 pm IST Please visit the below mentioned e-Tendering website https://mahatenders.gov.in by selecting " Tenders by Organisation " => Search " Slum Rehabilitation Authority "
3	Last date to send queries	All the queries should be submitted on or before 08/10/2022 17:00 hrs IST, through email only with subject line as follows: "Pre-Bid queries - <Bidder's Name>". The queries should be submitted as per the format prescribed in Appendix VII. Pre-Bid queries to be emailed to DharaviSPV2022@gmail.com
3A	Pre-bid meeting	11/10/2022, at 15:00 hrs at the office of Chief Executive Officer and Officer on Special Duty (CEO & OSD), Dharavi Redevelopment Project / Slum Rehabilitation Authority, 3 rd Floor, Gulzarilal Nanda Hall, Griha Nirman Bhawan, Bandra (East), Mumbai-400 051.
4	Last date for Online submission of Bid (Bid Due Date)	31/10/2022, 15:00 hrs
5	Date and Time of opening of E-Envelope 1	01/11/2022, 15:30 hrs IST at the office of CEO & OSD, Dharavi Redevelopment Project/ Slum Rehabilitation Authority, 5 th Floor, Griha Nirman Bhawan, Bandra (East), Mumbai-400 051

2 INSTRUCTIONS TO BIDDERS

2.1 General terms of Submitting Bid

2.1.1 A Bidder is eligible to submit only one Bid.

2.1.2 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

A. The Bidder for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. The number of Consortium members should not exceed **Two**. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder Consortium. The term Bidder used herein would apply to both a single entity and a Consortium. Members of the Consortium shall enter into a Consortium Agreement, substantially in the form specified at **Appendix III (the “Consortium Agreement”)**.

i. Lead Member shall hold minimum 51% of the Lead Partner equity in the SPV Company and also shall satisfy the Financial Eligibility.

ii. Consortium Member satisfying Technical Eligibility shall hold minimum 26% equity In the SPV Company.

iii. Lead Member along with Consortium Member satisfying Technical Eligibility shall hold minimum 80% equity of the SPV Company till 2 years from the date of issuance of Commencement Certificate for the first phase of the Project. After which, Lead Member along with Consortium Member satisfying Technical Eligibility shall hold minimum 51% equity of the SPV Company till the completion of rehabilitation, renewal, amenities and infrastructure.

B. Bidder/ Consortium Member can be

ii. an Individual,

iii. Registered Partnership firm (investing through their Partners),

iv. Company registered under Companies Act or a body corporate incorporated under the applicable laws of the country of its origin

v. Trust incorporated under relevant laws

vi. Limited Liability Partnership

vii. Registered Society

A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.3 below and having entities as mentioned above and eligible to invest equity in the SPV Company.

2.1.1.3 Eligibility Criteria

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

(A) Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”):

- Bidding Company/Technical Consortium Member shall have Total experience in the development of real estate projects of not less than 6 million sq. ft. in the last 7 years and for which Occupation Certificate or equivalent should have been received.
- In case of a Consortium, Lead Member shall have experience in the development of real estate projects of not less than 1.4 million sq. ft. in the last 7 years and for which Occupation Certificate or equivalent should have been received.

Note:

* **Real Estate Project:** Real Estate Project means Residential or Commercial building project, including necessary amenities and infrastructure within such area, developed either in India or abroad.

While satisfying the Technical eligibility, the Bidding Company/ Consortium (including holding company/subsidiary company) should have held more than 50% equity in such eligible project.

(B) Financial Capacity:

The Bidding Company /Lead Member of the Consortium shall have minimum Consolidated Network of INR 20,000 crore as per the latest balance sheet and such balance sheet shall not be earlier than 31st March 2022.

In case of a Consortium, the Technical Consortium Member shall have minimum Network of INR 2,000 crore as per the latest balance sheet and such balance sheet shall not be earlier than 31st March 2022.

Lead Member and Technical Consortium Member shall separately satisfy the Financial Eligibility.

The network shall be certified by the Statutory Auditors of the Bidding Company/Lead Member of the Consortium /Technical Consortium Member, as the case may be.

Bidding Company/ Lead Member and the Technical Consortium Member including their subsidiaries shall not be in the list of wilful defaulter. Self-declaration in this regard shall be provided in the Consortium Agreement.

In case of a Consortium, Lead Member of the Consortium member shall hold minimum 51% equity of the SPV Company directly or via its subsidiaries. Consortium Member satisfying

Technical Eligibility shall hold minimum 26% equity in the SPV Company directly or via its subsidiaries.

The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the SPV Company, shall not be less than 80% (eighty percent), at all times for the first two years from the date of signing of the Agreement and then shall not be less than 51% (fifty one percent) (hereinafter defined as “Lock-in Period”) till completion of rehab, renewal, amenities and infrastructure, as per the prevailing Development Control Regulations and getting completion certificate from PMC and DRP/SRA.

It is clarified here that only those Bidders whose Bid is found to be meeting the Eligibility Criteria specified in this Clause, shall be shortlisted for opening of the Price Bid.

2.1.4 Submission of Bid

- (A.) The Bidder shall enclose with its Bid the following for supporting Technical Capability in Real Estate projects:

For Criteria 2.1.3 (A) the experience shall be certified by the Client/Architect Consultants of the Project.

In case a particular Eligible Project has been jointly developed by the Bidder (as part of a consortium), it should further support its claim by producing a certificate from its statutory auditor or auditor who normally certifies accounts (in case provision of statutory auditor does not exist in the Bidder’s country) the equity held by the Bidder in such jointly executed project for which the eligible experience is being claimed in respect of an Eligible Project (It shall be noted that the projects where Bidder/Technical Consortium Member has more than 50% equity then such entire project will be considered as Eligible Experience of the Bidder/Technical Consortium Member).

- (B.) The Bidder shall enclose the Networth certified by the statutory auditor as per format given in Appendix – I : Annex I (C1).

- 2.1.5 Any entity which has been barred by the Government of Maharashtra or Government of India, or any entity controlled by it/ them, from participating in any project of Build-Operate-Transfer (BOT) or otherwise, and the bar subsists as on the date of submission of Bid, would not be eligible to submit a Bid, either individually or as a member of a Consortium.

- 2.1.6 A Bidder/ Consortium Member or its Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member or Associate.
- 2.1.7 In computing the Financial Capacity of the Bidder/ Consortium Members under Clauses 2.1.3(B) and 2.1.4 (B), the Financial Capacity of their respective Subsidiaries (Subsidiaries having more than 50% equity of the Bidding Company/Lead Member) or holding companies (having more than 50% equity in the Bidding Company/ Lead Member) would also be considered.

2.2 Opening and Evaluation of Bids

- 2.2.1 The Authority shall open the documents submitted by the Bidders in response to RFQ cum RFP, at pre intimated date, time and place to all the Bidders and in the presence of the Bidders who choose to attend.
- 2.2.2 Subsequently the contents of documents submitted will be scrutinized in accordance with this RFQ cum RFP.
- 2.2.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 2.2.4 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 2.2.5 To assist in the scrutiny of Bids, the Authority may utilize the services of its consultant(s) or advisor(s).
- 2.2.6 Prior to evaluation of Bids received, the Authority shall determine whether each Bid is responsive to the requirements of this RFQ cum RFP. Only those Bidders, whose Bid is adjudged to be responsive shall qualify for evaluation. A Bid shall be considered responsive only if:
- a. it is received with the required appendices along with supporting documents in the provided formats;
 - b. it contains certificates from the Statutory Auditors or auditors who normally certify accounts in case provision of statutory auditor does not exist in the Bidder's country;
 - c. it contains certificates from client/s or competent authority in the formats specified in this RFQ cum RFP;
 - d. it does not contain any condition or qualification, which is contrary to the project framework specified in the tender document; and
 - e. it is not non-responsive in terms hereof.

2.2.7 The Authority reserves the right to reject any Proposal which is non-responsive. No request for alteration, modification, substitution or withdrawal shall be entertained by the Authority.

2.2.8 Bidders satisfying the Eligibility Criteria (Technical Capacity and Financial Capacity) will be shortlisted for opening of the Price Bid (E- Envelope -2).

2.3 Selection of a Lead Partner

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

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

2.3.3 The Bidder, satisfying the Eligibility Criteria of Technical Capacity and Financial Capacity and investing the highest Price Bid amount in the SPV Company, in the stages mentioned here below, shall be declared as the Successful Bidder (the "**Successful Bidder**" or "**Selected Bidder**" or "**Lead Partner**"). Such investment shall be more than INR 1,600 crore. Such investment shall be brought in following stages:

- a. 20% before signing of Development agreement
- b. 20% on submission of Integrated Master Plan
- c. 20% on submission of Annexure II for first phase of the Project, for verification to DRP/SRA
- d. 30% on issuance of commencement certificate for 1st phase of the project and not less than total cumulative 90% of the total quoted amount
- e. 10% on commencement of construction towards infrastructure facilities

It shall be noted that irrespective of the Price Bid submitted and the payment stages mentioned herewith, any additional amount required for the Project shall be invested by the SPV Company as and when such need arises.

2.3.4 The Selected Bidder shall incorporate a Special Purpose Vehicle ("**SPV**"), prior to the signing of the MoU (Lead Partner MoU) with DRP/SRA. The SPV Company shall enter into the Development Agreement and Shareholders' Agreement with the DRP/SRA.

2.3.5 DRP/SRA shall have right/option (not the obligation) to sell its part equity stake or the entire equity stake in the SPV Company as mentioned in the Shareholders' Agreement.

2.3.6 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder. The Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit

the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

2.4 Change in composition of the Consortium

No change in the composition of the Consortium shall be permitted after the Bid Due Date. If Consortium is selected, only with the express consent of the Authority, any modifications in the composition of Consortium will be allowed, except as mentioned in clause 2.5 and as per the Shareholders' Agreement. However such consent will not be unreasonably withheld.

2.5 Change in Ownership

The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the SPV Company, shall not be less than 80% (eighty percent), at all times for the first two years from the date of signing of the Agreement and then shall not be less than 51% (fifty one percent) (hereinafter defined as "Lock-in Period") till completion of rehab, renewal, amenities and infrastructure. Lock-in period of equity investment shall not apply for transfer of equity in the companies under the same management, provided eligibility criteria as mentioned in the tender documents is not getting vitiated due to such transfer.

2.6 Right to accept and to reject any or all Bids

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

2.6.2 The Authority reserves the right to reject any Bid if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected.

2.7 Clarifications

Bidders requiring any clarification on the RFQ cum RFP may notify the Authority by e-mail to the address provided in Clause 1.9 of this document. Bidders shall send their queries on or

before the date mentioned in Clause 1.9 of this document. The Authority shall endeavor to respond to the queries at the earliest. The responses will be uploaded on the e-tendering portal.

Bidders may get AutoCAD drawings of maps mentioned in the Annexure 1, in the form of soft copy, by submitting written request in the office of Dharavi Redevelopment Project.

2.8 Addendum to RFQ cum RFP

At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidders, modify the RFQ cum RFP by the issuance of Addenda. Any Addendum issued hereunder will be in writing and shall be uploaded on the website and shall be part of the RFQ cum RFP Document. In order to provide the Bidders a reasonable time for taking into consideration an Addendum, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.9 Language

The Bids and all related correspondence and documents in relation to the Selection Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Extension to Bid Due Date

The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.11 Validity of Bids

The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.12 Bid Security

2.12.1 The Bidder shall furnish as part of its Bid a Bid Security of INR 3 crore (Rupees three crore only) online (the “**Bid Security**”).

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

2.12.3 The Bid Security of the Selected Bidder will be returned, without any interest, within 30 days of signing of the Lead Partner MoU and after investing amount as per the Price Bid in the SPV Company and payment of first installment to DRP/SRA of INR 500 crore towards part amount paid to RLDA.

2.12.4 The Authority shall be entitled to appropriate the Bid Security as damages inter alia in any of the events specified in Clause 2.12.6 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of the Bid validity as specified in this RFQ cum RFP.

2.12.5 Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Development Agreement, or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
- b. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; or
- c. in case any misrepresentation in the RFQ cum RFP submission is found at a later date; or
- d. If the Selected Bidder within 30 (thirty) days of signing of the “Lead Partner MoU” fails to invest amount as per stages mentioned in the tender document; or
- e. If the Selected Bidder fails to pay first installment of INR 500 crore to DRP/SRA towards amount paid by DRP/SRA to RLDA within 30 days of signing the “Lead Partner MoU”.

Appendix I: Letter accompanying the Bid

(Part of E-Envelope 1)

Dated:

To,

**The Chief Executive Officer and Officer on Special Duty (CEO and OSD),
Dharavi Redevelopment Project/ Slum Rehabilitation Authority (DRP/SRA),
5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai -51**

Sub: Bid for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA).

Dear Sir,

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

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

- practice or restrictive practice;
- d. the undertakings given by us along with the Bid in response to this RFQ cum RFP for the Project are true and correct as on the Bid Due Date and I/we shall continue to abide by them; and
- e. I/ We certify that in the last three years, we/any of the consortium members or our/their associates have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by Government of Maharashtra or Government of India or any public authority of the Government of Maharashtra nor have had any contract terminated by any public authority of Government of Maharashtra for breach on our part.
- 5 I/ We understand that you may cancel the Selection Process at any time and that you are not bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
- 6 I/ We declare that I/ we/ any Member of the Consortium, or our/ its Associates are not a Member of any other Bidder/ Consortium submitting a Bid for the Project.
- 7 I/ We certify that in regard to matters other than security and integrity of the country, I/ we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 8 I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law. We acknowledge that our qualification and investment in the SPV Company may be subject to the security clearance and as per the guidelines set by the RBI. We hereby waive, to the fullest extent permitted by applicable law, our right to challenge any disqualification arising out of the same on any account whatsoever.
- 9 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
- 10 I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 11 I/ We acknowledge and undertake that in case selected for the Project, we (single entity/ Consortium members shall hold the equity investment in the SPV Company as mentioned in the Tender Documents.
- 12 I/ We further undertake and acknowledge that Bidding Company/ Lead Member and the Technical Consortium Member including their subsidiaries are not in the list of wilful

defaulters.

- 13 I/ We understand that the Selected Bidder shall be required to incorporate an SPV and invest the amount in SPV Company as mentioned in the tender document, prior to signing of the Development Agreement, to act as the Lead Partner in the SPV Company and implement the Project in terms of the RFQ cum RFP.
- 14 I/ We acknowledge that we will issue 20% (twenty percent) equity stake of the SPV Company as specified in the RFQ-cum-RFP to the DRP/SRA and follow the terms of the Shareholders' Agreement.
- 15 I/ We hereby irrevocably waive, before signing of the Lead Partner MoU, any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16 I/ We have studied the RFQ cum RFP Document carefully and also studied the Project requirement. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Works.
- 17 I/ We am/are submitting Tender Fees and Bid Security to the Authority in accordance with the RFQ cum RFP Document.
- 18 I/ We agree and understand that the Selection is subject to the provisions of the RFQ cum RFP. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 19 I/ We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
- 20 I/We undertake that in case selected, we will invest amount as per the stages mentioned in the tender document as our commitment towards the execution of the project as per the timelines mentioned and also amount as and when required for the Project, and follow all the terms and conditions as per the RFQ cum RFP documents.
- 21 I/ We shall keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFQ cum RFP.

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

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

Appendix 1: Annex I (A): Details of Bidder / Lead Member and the Consortium Member

(Part of E-Envelope 1)

- 1 (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarter
(d) Date of incorporation

- 2 Brief description of its main lines of business:

- 3 Details of individual(s) who will serve as the point of contact/ communication for the Authority:
(a) Name:
(b) Designation:
(c) Address:
(d) Telephone Number:
(e) E-Mail Address:
(f) Fax Number:

- 4 Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:
(f) E-Mail Address:

- 5 Table showing role of each Member in case of Consortium:

Sr. No.	Name of Member	Role*
1.		
2.		

* Role means the responsibility that the Consortium member is likely to take up in the SPV Company.

Appendix 1: Annex I (B): Technical Capacity of the Bidder

(Part of E-Envelope 1)

(Refer to Clauses 2.1.3 (A) and 2.1.4 (A))

Table showing the summary of the Technical Capacity of the Bidder showcasing experience in the development of real estate projects in the last 7 years and for which Occupation Certificate or equivalent should have been received.

Sr. No.	Particulars of the project (For each project following details to be provided)	Sq. ft. of area	Proof submitted on page no.
1.	<ul style="list-style-type: none"> • Name of the Project, • Country, • Consortium Member who has developed the Project • Name of the client, • Contact number of client, • name of Architect Consultants • Contact number of Architect Consultants. • Equity of the Consortium member in the Project 	<i>Built-up area developed</i>	<i>Enclose certificate of</i> 1 <i>The Client/Architect Consultants of the Project mentioning the built-up area and mentioning the date of obtaining the Occupation Certificate or equivalent</i> 2 <i>Copy of occupation certificate or equivalent issued</i> 3 <i>Statutory Auditor certifying the equity percentage in the Project in case project is implemented through subsidiary company or holding company</i>
2			
3			

Note: This certification, if issued overseas, the document will also have to be legalised by the Indian Embassy and notarized/registered in the jurisdiction where the certification is being issued.

Appendix 1: Annex I(C): Financial Capacity of the Bidder/Lead Member

(Part of E-Envelope 1)

(Refer to Clauses 2.1.3 (A) and 2.1.4 (A))

Sr. No.	Name of the Entity	Networth Amount	Certified by Statutory Auditor (Copy enclosed on page no.) in the format as given in Annex I (C1)	Equity stake of the Entity in the Bidding Company/Lead Member/Technical Consortium Member OR Equity stake in the Entity of the Bidding Company/Lead Member/Technical Consortium Member
1				
2				

Note:

1. In case any bidder/ member of consortium has foreign parent company/ subsidiary company or Consortium Member is not an Indian Entity, for conversion of Networth, the currency exchange rate shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollar as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollar shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
2. Net Worth shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders. The same will be calculated as below:

For Company = “Equity Capital + Reserves and Surplus - Revaluation Reserve - Accumulated Losses - Intangible assets”

For Partnership/LLP/Society/Trust = “Aggregate of Capital Account + Reserves – Aggregate of drawings if any by Partners/Members – Aggregate of advances to partners/Members”

For Proprietorship = “Proprietor’s Capital Account + Reserves – Drawings by Proprietor – Advances to Proprietor”

Appendix 1: Annex I (C1): Certification by the Statutory Auditor or equivalent

(Necessary modifications can be made in the format as per the terms of RFQ cum RFP and the process to be followed as per the country of origin.)

(Part of E-Envelope 1)

Dated:

To,

**The Chief Executive Officer and Officer on Special Duty (CEO and OSD),
Dharavi Redevelopment Project/ Slum Rehabilitation Authority (DRP/SRA),
5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai -51**

Sub: Bid for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA).

Dear Sir,

In consideration of having agreed to receive the Proposal of and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for getting selected for the Project of Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) pursuant to the Request for Qualification cum Request for Proposal Document issued in respect of the Project and other related documents (hereinafter collectively referred to as “RFQ cum RFP”), we (Name of the Statutory Auditor) having our registered office at and one of its branches at, at the request of the Bidder, do hereby, certify that the M/s _____ have

Networth as on _____: _____(amount in Indian Rs.)

Signed and Delivered by Statutory Auditor

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Note: This certification, if issued overseas, the document will also have to be legalised by the Indian Embassy and notarized/registered in the jurisdiction where the certification is being issued.

Appendix II: Board Resolution Authorizing a person for representing on behalf of the Lead Member OR Power of Attorney (PoA) for signing of Bid by the Lead Member

(Part of E-Envelope 1)

(Refer Clause 1.8.6)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA)** including but not limited to the signing and submission of Bid and other documents and writings, participate in Bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Selection and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2022

For.....

(Signature, name, designation and address) Witnesses:

1

2

Accepted Notarised/registered

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney . Board Resolution should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix III: Consortium Agreement

(Part of E-Envelope 1)

(Refer Clause 1.8.6)

THIS CONSORTIUM AGREEMENT is entered into on this the day of..... 2022

AMONGST

1. {..... Limited, a company incorporated under _____} and having its registered office at (hereinafter referred to as the **"First Part"** or **"Lead Member"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under _____} and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- A. Dharavi Redevelopment Project/Slum Rehabilitation Authority (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **"Bids"**) by its Request for Qualification cum Request for Proposal No. dated(the **"RFQ cum RFP"**) for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA).
- B. The Parties are interested in jointly applying for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document in respect of the Project, and
- C. The Parties declare that Lead Member, including subsidiaries of Lead Member and Technical Consortium Member, including subsidiaries of Technical Consortium Member has not been declared as Willful Defaulter by Reserve Bank of India (or appropriate Central Bank of the

country of Origin of the Consortium Member).

- D. It is a necessary condition under the RFQ cum RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

(a) Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

(b) Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Selection Process for the Project.

2.2 The Parties hereby undertake to participate in the Selection Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

(c) Responsibility of Lead Member

Lead Member and Technical Consortium Member shall be responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFQ cum RFP, until the formation of the SPV Company. Thereafter, SPV Company and Bidding Company/each of the Consortium Member (Lead Member as well as Technical Consortium Member) shall be jointly and severally responsible for all the obligations of the RFQ cum RFP.

(d) Roles and responsibilities in the proposed SPV Company

The Parties agree that our roles in the Project will be as under:

Sr. No.	Name of Consortium Member	Role & Responsibility	Whether eligibility submitted towards	
			Technical Capacity and/or Financial Capacity (mention the Capacity for which the Member shall be evaluated by the Authority)	
			Technical Capacity (Yes/No)	Financial Capacity (Yes/No)
1.				
2.				

(e) Miscellaneous

This Consortium Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Consortium Agreement should attach a copy of the certified extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Appendix IV: Approach and Methodology of Development of the Project

(Part of E-Envelope 1)

Bidder shall submit the broad perspective plan submitted with following aspects :

- a. Perspective Plan of Dharavi after redevelopment preserving the livelihood/occupations, mainly reflecting Multicultural identity of Dharavi and showcasing Urban Design features along with International Class Street furniture.
- b. Community identity and social inclusion with Sustainable practices.
- c. Vision for Dharavi and detailed perspective of development and strategies of development
- d. Cluster development and providing separate identity of each cluster.
- e. Harmonious integration with surrounding areas and infrastructure especially BKC
- f. Smart city solutions and strategies that will be adopted.
- g. Detailed planning of open spaces as per planning standards
- h. Harmonious integration with nearby open spaces, Mithi river area and other surrounding areas
- i. The comprehensive integrated Master Plan shall adhere to the Planning standards as approved of Development Plan of Dharavi Notified Area
- j. Industrial/ Commercial areas shall be clearly demarcated with infrastructure as required for such area.

Further, Bidder shall submit the methodology of completion of the scope of work, approach towards preparation of integrated Master Plan, conducting I.E.C. activities, shifting of slum dwellers and specify construction technology and methodology and its applicability on the said project taking into consideration the quality.

Dharavi has an active informal economy in which numerous household enterprises employ many of the slum residents. In addition to the traditional pottery and textile industries, it has large recycling industry of scrap metals, plastic, etc. Further many are employed in food processing industry, small scale engineering industries, leather products, jewellery, various accessories, etc. Bidders need to present approach and methodology, regarding rehabilitation of this active economy.

Time is the essence of this Project and hence the proposed system of implementation by the Bidder should be in the interest of the project. It shall be noted that the SPV Company shall adopt the latest high rise technology available for speedy and quality construction of the Project. Technologies such as Mivan/S-Form, tunnel form and jump form, precast members, 3 D printing or any other technology shall be used for speedy and quality construction of rehab buildings.

Bidders will be asked to present the walkthrough of the entire development that they envisage to carry out. During such presentation, the Bidder shall explain the entire approach and methodology that will be adopted. In case during the evaluation, if the project approach and methodology is not found to be appropriate by the Authority, then the Authority will have right to ask modifications as necessary.

Appendix V: Index

(Part of E-Envelope 1)
Index – E- Envelope 1

Sr. No.	Details	Page Numbers
1	Index - in the prescribed format at Appendix V	1
2	Tender Fees submission copy	2
3	Bid Security submission copy	3
4	Letter accompanying the Bid in the prescribed format at Appendix I	
5	Appendix I: Annex I(A) : Details of Bidder	
6	Appendix I: Annex I(B) : Technical Capacity of the Bidder along with Supporting documents as per Clause 2.1.3(A) and Clause 2.1.4(A)	
7	Appendix I: Annex I(C) : Financial Capacity of the Bidder along with Supporting documents as per Clause 2.1.3(B) and Clause 2.1.4 (B)	
8	Appendix I: Annex I(C1) : Certification by Statutory Auditor	
9	Power of Attorney for signing of Bid in the prescribed format - Appendix II	
10	Copy of the Consortium Agreement, in case of a Consortium, substantially in the format at Appendix III	
11	Copies of Financial Statement of the Bidder/ each Consortium Member for the last year	
12	Certificate of Incorporation of the Bidder/ each Consortium Member and Statutory Documents like MoA and AOA, partnership deed, trust deed, etc.	
13	Approach and Methodology for developing the Project as per Appendix IV	

Appendix VI: Format of Price Bid

(Part of E-Envelope 2)

Price Bid shall be submitted online

Validate	Print	Help	Item Rate BoQ	
Tender Inviting Authority: Dharavi Redevelopment Project / Slum Rehabilitation Authority				
Name of Work: Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding				
Contract No: DRP/2/2022				
Name of the Bidder/ Bidding Firm / Company :				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. (In Crore)
1	2	4	5	13
1	E Envelope 2			
1.01	The investment that the Bidder is ready to bring in the SPV Company as per the terms and conditions of the tender documents. (Minimum INR 1,600 crore)	1,000	Lumpsum	

Appendix -VIA Certification by the Bidder along with certification by Statutory Auditor
(Part of Envelope 2 – To be submitted in hard copy at the time of opening of the Price Bid)

Dated:

To,

**The Chief Executive Officer and Officer on Special Duty (CEO and OSD),
Dharavi Redevelopment Project/ Slum Rehabilitation Authority (DRP/SRA),
5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai -51**

Sub: Bid for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA).

Dear Sir,

In consideration of having agreed to receive the Proposal of and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for getting selected for the Project of Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) pursuant to the Request for Qualification cum Request for Proposal Document issued in respect of the Project and other related documents (hereinafter collectively referred to as “RFQ cum RFP”), we (Name of the Statutory Auditor) having our registered office at and one of its branches at, at the request of the Bidder, do hereby, certify that the M/s _____ have potential to bring in the SPV Company INR _____ crore (Rupees _____ Only)* in the form of following:

Sr. No.	Particulars	Amount in INR	Proof Attached on page No.
1	Cash and bank balance available as on _____ (not earlier than 30 days prior to the Bid Due Date)		
2	Unconditional Bank guarantees available for raising finances		
3	Fixed deposits		
4	Market value, as on 10 days prior to the Bid Due Date, of regularly traded liquid investments		
	TOTAL		

Signed and Delivered by Statutory Auditor

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix VII: Bidder's Request for Clarification

Statement of Queries by the Prospective Bidder (TO BE E-MAILED IN WORD FORMAT)

Sub: Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA).

Sr. No	Clause No	Original Clause in the RFQ cum RFP	Clarification required
1			
2			
3			

Name and complete official address of prospective Bidder

Name of the Bidder's Contact Person:

Email:

Mobile No.:

Telephone:

Fax No. :

Name of the Authorized signatory:

Date

Annexure I

Annexure IA: Area details

Table 1: Area details of Dharavi Notified Area excluding Railway Land

Sr. No			Sector 1	Sector 2	Sector 3	Sector 4	Sector 5	Total	Units
1	Land		574756.13	398243.24	471480.86	338753.89	620454.52	2403688.64	Sq. mtr.
2	Excluded Property		207135.06	63467.61	88732.00	70951.29	312393.60	742679.56	Sq. mtr.
3	Existing Dp Road		24326.48	21064.09	22628.34	11683.95	36906.75	116609.61	Sq. mtr.
4	DRP Area for FSI	(1-2-3)	343294.59	313711.54	360120.52	256118.65	271154.17	1544399.47	Sq. mtr.
5	DP Road Widening		74593.54	41281.99	69120.18	34607.18	49781.73	269384.62	Sq. mtr.
6	Nala, HT OH line		16812.50	29556.70	0.00	0.00	0.00	46369.20	Sq. mtr.
7	Net Nondevelopable Plot	(5 + 6)	91406.04	70838.69	69120.18	34607.18	49781.73	315753.82	Sq. mtr.
8	Net Developable Plot	(4 - 7)	251888.55	242872.85	291000.34	221511.47	221372.44	1228645.65	Sq. mtr.
9	Non Buildable Amenity		19731.09	26644.75	30456.45	20311.46	91000.99	188144.74	Sq. mtr.
10	Net Plot	(8-9)	232157.46	216228.10	260543.89	201200.01	130371.45	1040500.91	Sq. mtr.
11	Net Plot in hectare	(10)/10000	23.22	21.62	26.05	20.12	13.04	104.05	Ha

Note: All the areas given above are indicative and approximate and subject to change after land demarcation/ acquisition/master plan to be developed.

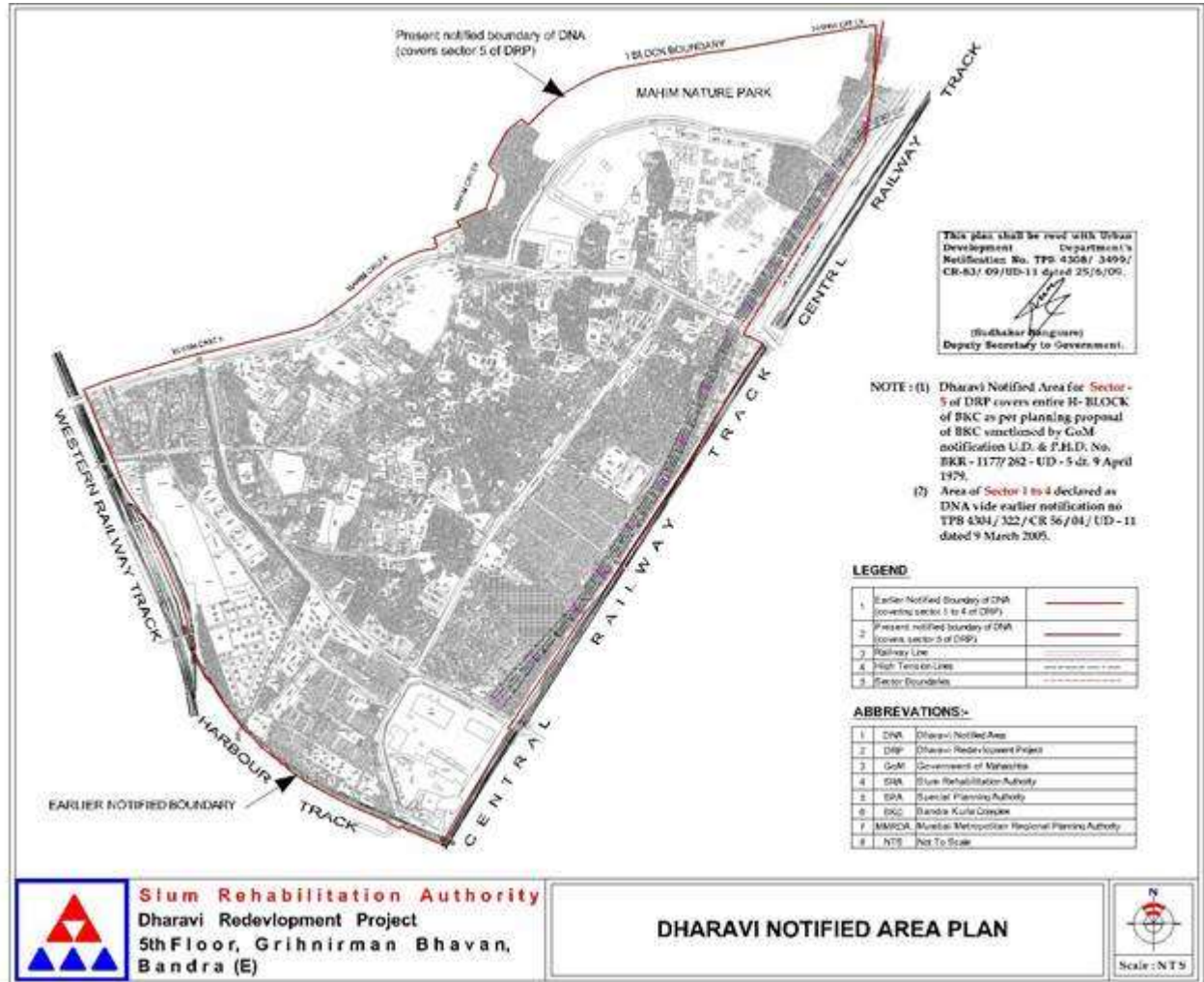
Annexure IB- A: Location Map



Left side location map shows location of Dharavi with respect to Mumbai, major roads and Mumbai Trans-Harbour Link connecting International airport at Panvel. Right side location map shows location of Dharavi with respect to under construction Metro Line III. Central map shows Dharavi and adjoining railway stations on Western (Mahim), Harbour (Mahim, King's Circle and GTB Nagar) and Central (Sion) railways and also location of present Dharavi depot and under construction Dharavi Metro station.

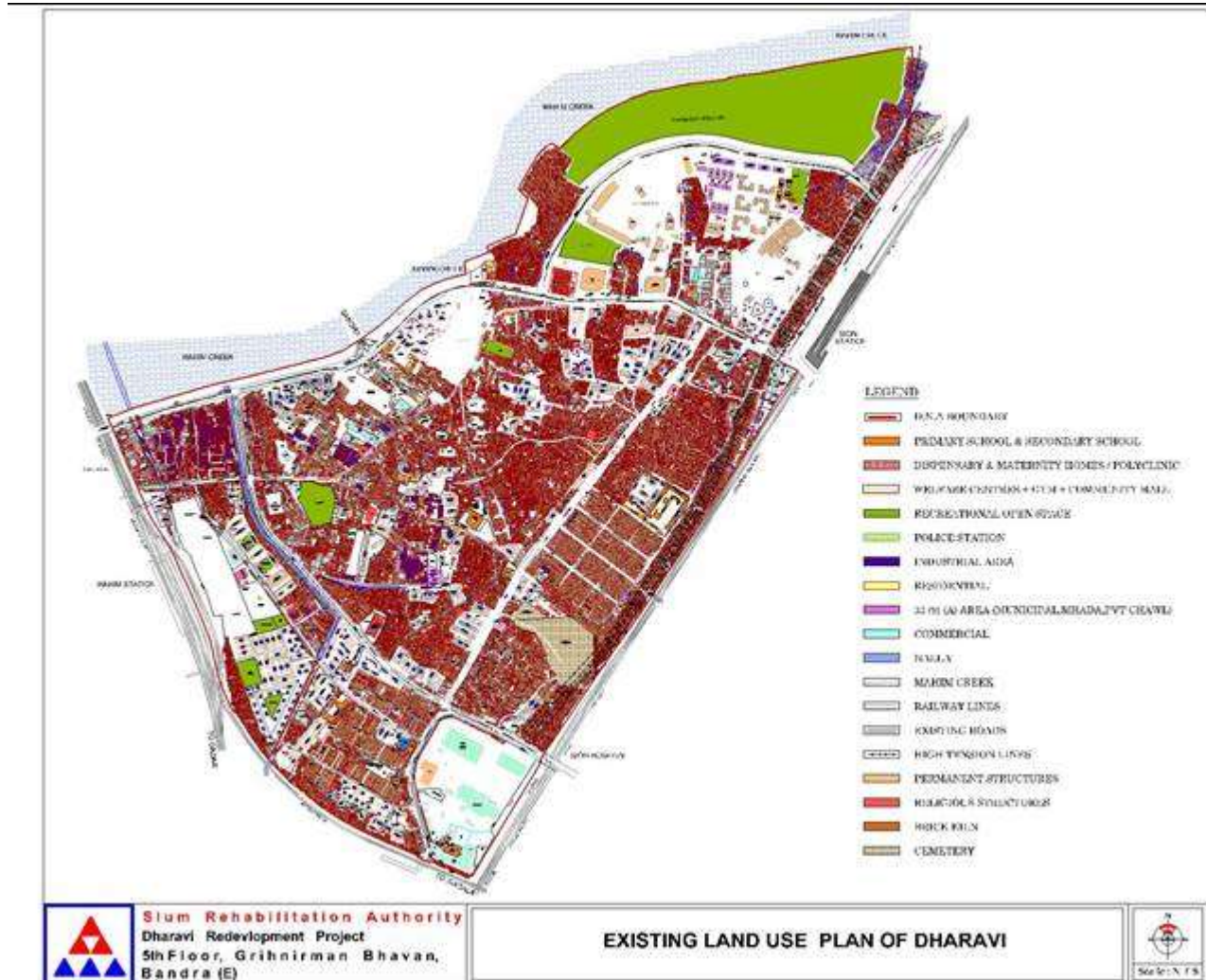
Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/ acquisition/master plan to be developed.*

Annexure IB- B: Dharavi Notified Area excluding Railway land



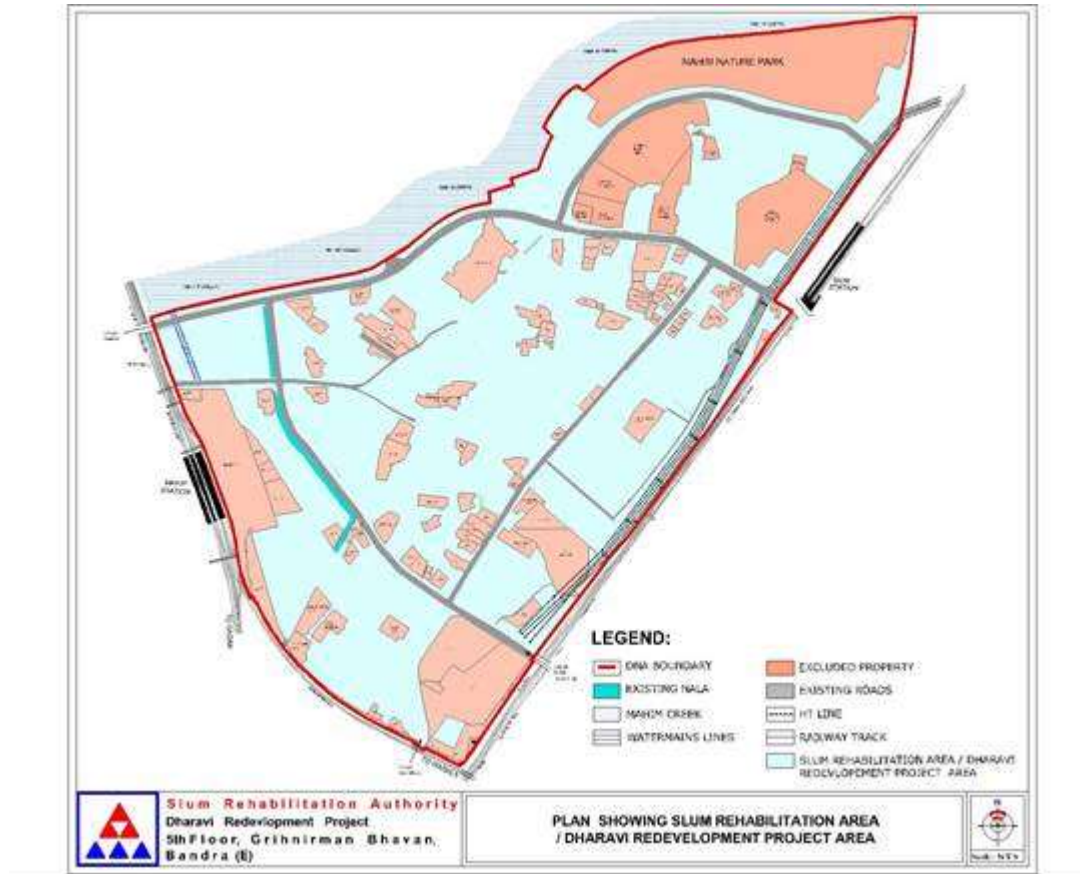
Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/ acquisition/master plan to be developed.*

Annexure IC: Existing land use plan of Dharavi excluding Railway area (published and submitted to Government of Maharashtra)



Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/ acquisition/master plan to be developed.*

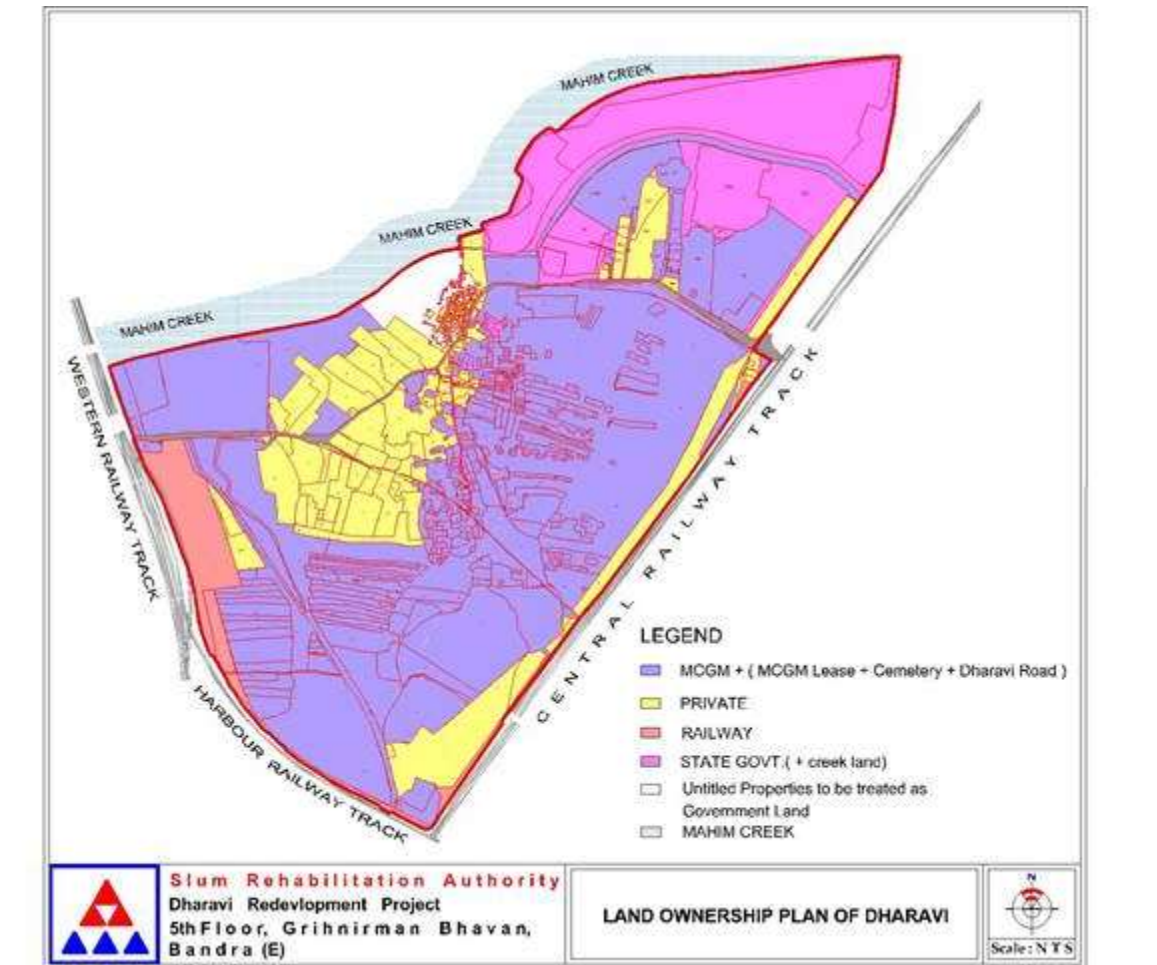
Annexure ID: Plan showing Area under 33(9)(A) and 33(10)(A) and excluded area



Note:

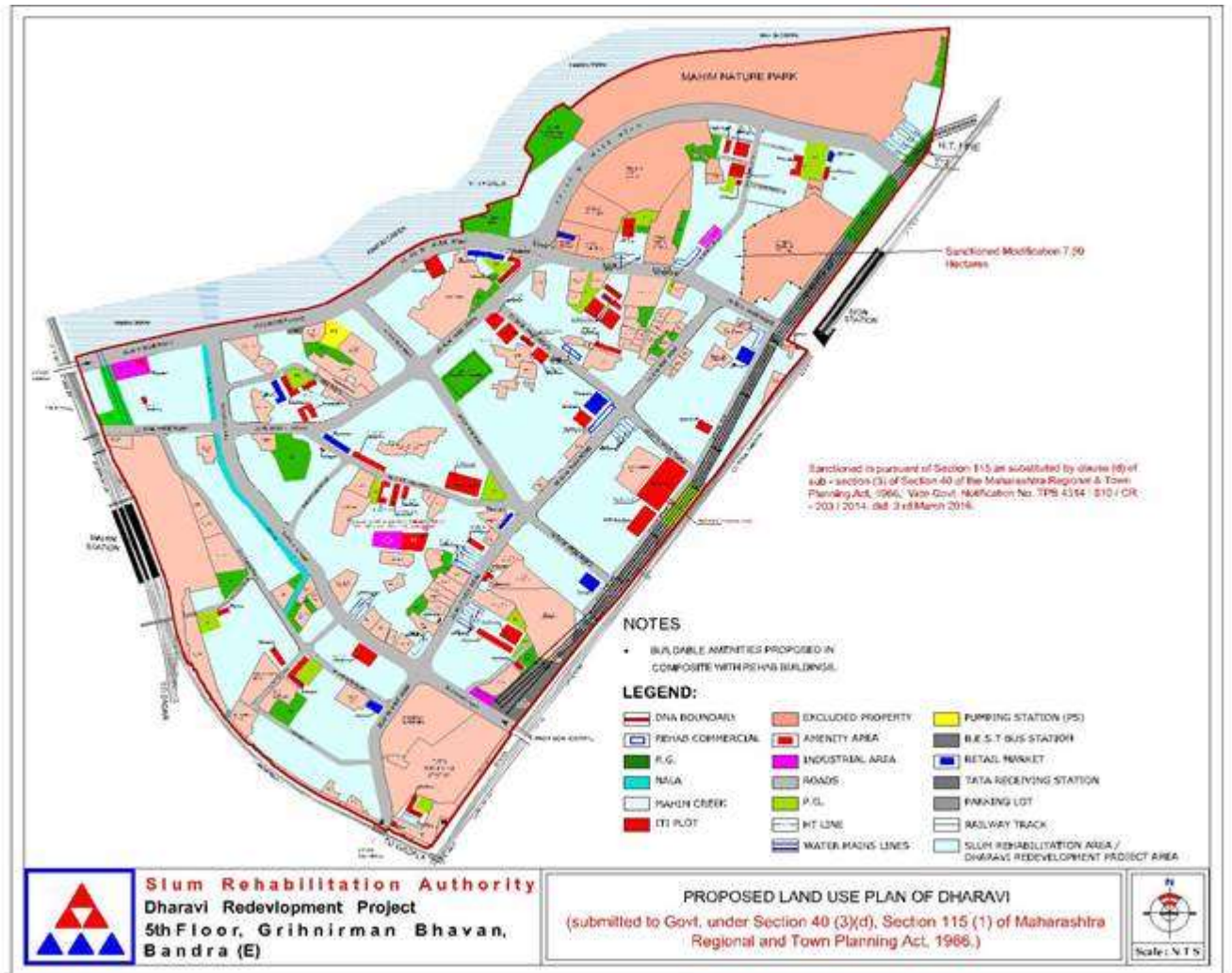
- a. Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/acquisition/master plan to be developed*
- b. *The railway land that has been included has been shown separately in Annexure I -G and I- H .*

Annexure IE: Private lands proposed to be acquired by the Authority and Survey Numbers



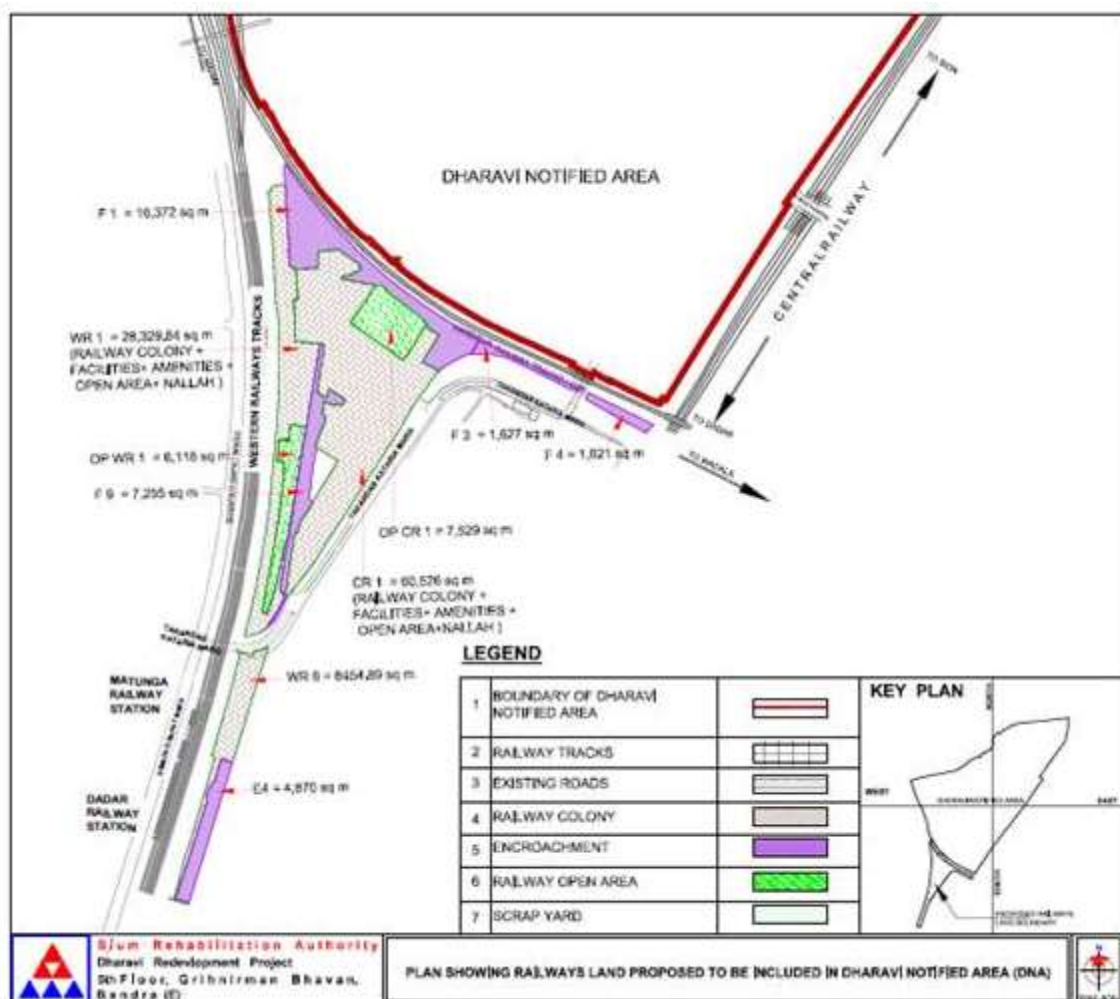
Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/acquisition/master plan to be developed.*

Annexure I F: Proposed land use plan for Dharavi



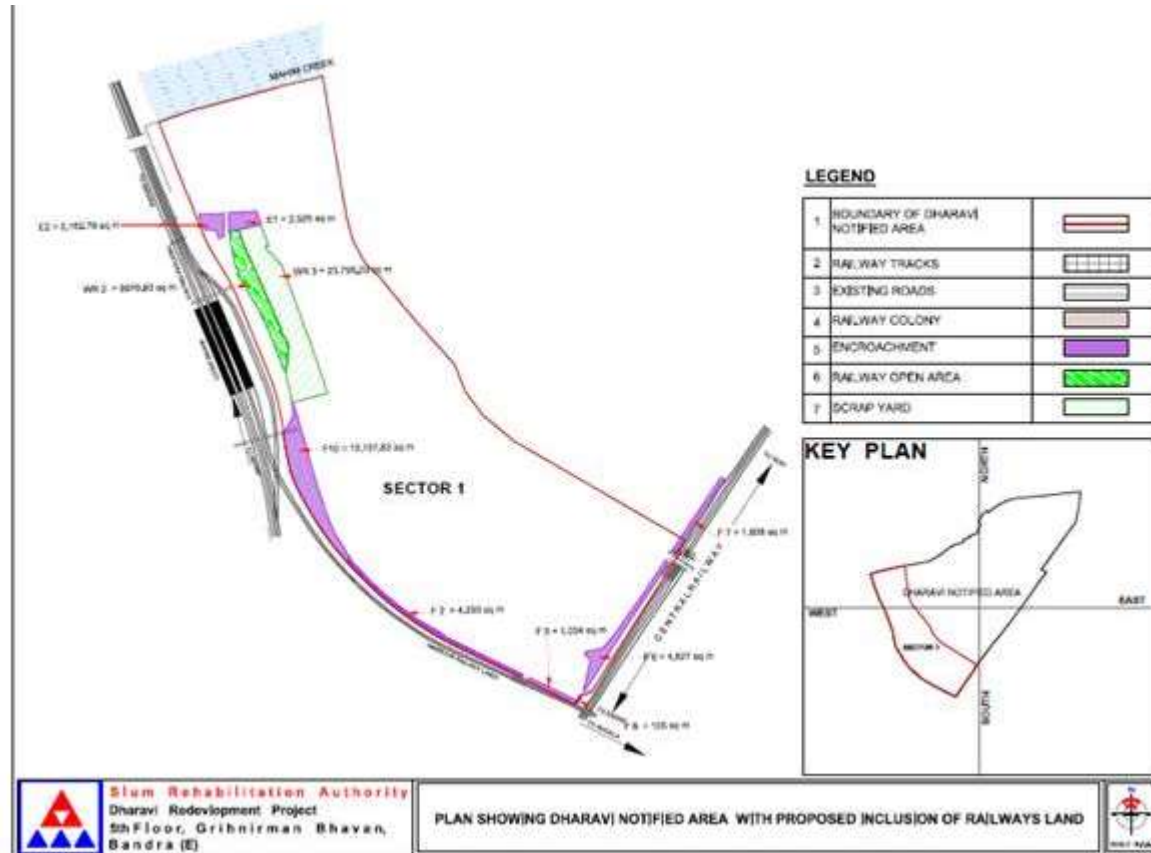
Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/ acquisition/master plan to be developed.*

Annexure I G: Map of Railway properties which has been included in the Dharavi Notified Area and Dharavi Redevelopment Project area as per Railway MoU. (Approx. 12.91 Ha)



Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/acquisition/master plan to be developed.*

Annexure I H: Map of Railway properties in the Dharavi Notified Area and which has been included for development as per Railway MoU in the Dharavi Project Area (Approx. 6.26 Ha)



Note: Maps are indicative and may not be to the scale. Maps shall be *subject to change after land demarcation/ acquisition/master plan to be developed.*

Annexure II: Technical Specification

1. Mandatory Requirements for Buildings

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

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

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

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

The specifications of Sale buildings will be jointly decided by the Selected Bidder and the DRP while finalizing the comprehensive integrated Master Plan.

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

1.1. R.C.C. Structure

1. All Structural Design of Reinforced Concrete member for the building components shall be based on LIMIT STATE METHOD.
2. Design of the building component shall be in accordance with IS 456 –2000 & shall also be conforming to seismic resistant norms. Necessary references may be taken from IS 875(For Load calculation), IS 1893-2000(For Seismic loads), IS 432-1982 (For MS/Tensile R/F), IS 1786-2000(For HYSD Bars), IS 4326-1976 (For Earthquake Resistant Design), IS

- 13920-1993(For Ductile Detailing of RCC structures subjected to seismic forces), IS 4926 (For RMC Concrete) & IS 1641(For Fire Resistance) for durability consideration.
3. Minimum permissible grade of Concrete to be used for this work shall be M30. Further higher grade of concrete may also be used as per actual design of the structural elements.
 4. Corrosion resistant Steel not below the grade Fe 415 shall be used & IS 9077-1979 shall be referred for corrosion protection of Steel R/F.
 5. The building design shall be evaluated by duly authorized Structural Design Consultant. While certifying Stability Certificate, the consultant has to ensure that it is designed as per the provisions of NBC-2005(National Building code) as well as earthquake resistant building code which is required under the provisions of NDMA (National Disaster Management Authority) guidelines.

1.2. Anti-termite Treatment

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

1.3. Masonry work - External Walls

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

OR

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

OR

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

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

1.4. Masonry work - Internal Partition Walls

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

OR

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

OR

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

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

1.5. Plastering

i) Internal plastering to vertical surfaces:

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

OR

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

ii) Internal plastering to ceilings:

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

OR

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

iii) External plastering to concrete / masonry surfaces:

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

1.6. Floor Finishes

i) Rooms:

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

ii) WC / Bath :

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

iii) Passage & Stair Area:

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

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

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

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

iv) Kitchen Area

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

1.7. Door Frames:

i) Main Door / Internal doors of rooms:

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

ii) Toilet / Bath / WC

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

iii) Stair Doors

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

1.8. Door Shutters:

i) Main Door / Internal doors of rooms :

External grade, hot pressed solid core flush doors (40 mm thick) with heavy duty ISI marked dyed aluminium fixtures & fittings.

ii) Toilet / Bath / WC

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

iii) Stair Doors

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

1.9. Windows & Louvers:

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

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

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

1.10. Painting:

i) Internal surfaces:

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

ii) Doors:

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

iii) External surfaces:

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

1.11. Kitchen Platform:

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

1.12. Water-proofing:

i) Terrace :

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

ii) Toilet / Bath / WC

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

iii) Storage Reservoirs

a) Underground Tanks (Domestic & Fire)

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

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

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

b) Over Head Tanks

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

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

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

1.13. Parapet

Terrace Parapet should be of minimum 125mm thick RCC / 230mm thick burnt clay brick work / 150mm thick solid cement concrete block work / 200mm thick AAC block (Conforming to clause 1.3 above) masonry of minimum 1200mm with high above the finished level minimum 100mm thick RCC M25 coping on top.

1.14. Hand Railing

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

1.15. Plumbing & Sanitary

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

1.15.1. Water Supply:

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

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

OR

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

OR

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

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

1.15.2. Minimum Facilities to be provided per tenement

- i) Water closet:

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

- ii) Water Supply Pipes :

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

iii) Wash Basin :

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

iv) Plumbing fixtures & fittings in bath / toilet:

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

v) Plumbing fixtures & fittings in Kitchen:

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

1.15.3. Sewerage

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

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

1.15.4. Rain Water Pipe :

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

1.15.5. External Drainage within the premises

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

1.15.6. Rain Water Harvesting

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

1.15.7. Sewage Treatment Plant

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

1.15.8. Fire Fighting System

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

1.16. Electrification Works:

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

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

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

1.17. Elevators / Lifts

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

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

The lift car shall be of SS brush finished.

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

1.18. Meter Room

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

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

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

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

1.19. Pump House & Security Cabin

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

1.20. Paving around the building

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

1.21. Pathways

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

1.22. Storage Reservoir

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

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

1.23. Provision of GREEN Building norms

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

2. MANDATORY REQUIREMENTS FOR OTHER STRUCTURES

2.1. Mandatory Requirements for Transit Camp

Minimum Carpet Area shall conform to the SRA requirements & approvals.

2.2. Mandatory Requirements for Amenity Buildings

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

2.3. Mandatory Requirements for Non Buildable Amenities

Mandatory Requirements for Non Buildable Amenities shall be as per the prevailing DCPR and as per the requirements of MCGM /appropriate authorities.

3. DESIGN CRITERIA

3.1. The Criteria for Structural Design

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

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

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

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

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

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

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

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

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

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

3.2. IS Codes

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

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

IS Code No.	Subject
IS 650	Specification for standard sand for testing of cement
IS 1269	Specification for 53 grade ordinary Portland cement
IS 1542	Specification for sand for plaster
IS 2116	Specification for sand for masonry mortar
IS 2250	Code of practice for preparation and use of masonry Mortar
IS 3025	Method of sampling and test (Physical and chemical test for water used in Industry)
IS 3406	Specification for masonry cement
IS 3812 (Part-I)	Specification for fly ash for use as pozzolana in cement mortar and concrete
IS 3812 (Part-II)	Specification for fly ash for use as admixture in cement mortar and concrete
IS 8041	Rapid hardening Portland cement
IS 8042	Specification for white cement
IS 8112	Specification for 43 grade ordinary Portland cement
IS 1298	Methods of test for determination of free lime in portland cement
IS 6452	High alumina cement for structural use
IS 1489	Portland Pozzolana Cement
CONCRETE WORK AND REINFORCED CEMENT CONCRETE WORK	
IS 383	Specification for coarse and fine aggregate from natural source for concrete
IS 303	Coarse and fine aggregates from natural sources for concrete
IS 2430	Methods for sampling of aggregates for concrete
IS 2386	Method of test for aggregates for concrete
	(a) Part-I : Particle size and shape
	(b) Part-II : Estimation of deleterious materials and organic impurities
	(c) Part-III : Specific gravity, density, voids absorption and bulking
	(d) Part-IV : Mechanical properties
	(e) Part-V : Soundness
IS 2505	General requirements for concrete vibrators – immersion type
IS 2506	General requirements for concrete vibrators – screed board concrete vibrators
IS 2645	Specification for integral water proofing compounds for cement mortar and concrete
IS 761 (Part-I)	Code of practice for extreme weather concreting (Part-I) recommended practice for hot weather concreting

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

IS Code No.	Subject
IS 6523	Specification for precast reinforced concrete door, window frames
IS 10262	Recommended guidelines for concrete mix design
IS 13311 (Part-I)	Indian standard for non-destructive testing of concrete. Method of test for ultrasonic pulse velocity
IS 13311 (Part-II)	Indian standard for non-destructive testing of concrete. Method of testing by rebound hammer.
IS 3370	Concrete structures for storage of liquids
IS 1568	Wire gauge for general purposes
IS 1139	Hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcements
IS 2502	Code of practice for bending and fixing of bars for concrete reinforcement
SP 24	Explanatory handbook on Indian Standards code for plain and reinforced concrete (IS 456-2000)
IS 2751	Code of practice for welding of mild steel bars used for reinforced concrete work
PLUMBING WORKS	
IS - 54985-88	PVC pipes and fittings for rainwater pipes
IS 7834 – 1987	(SWR Type) fitting
IS 5382	rubber rings
IS 3114-1985 and IS – 1729	Cast iron pipes
IS 782	Lead for caulking
IS : 651	Glazed Stoneware pipes and fittings
IS 226	Structural steel (standard quality)
IS 228	Method of chemical analysis of steels
IS 303	Specification for plywood for general purpose.
IS 432	Specification for mild steel and medium tensile steel bar and hard drawn steel wires for concrete requirement. Part I Mild steel and Medium tensile steel bars. Part II Hard drawn steel wire.
IS 456-2000	Code of practice for plain and reinforced concrete
IS 723	Specification for steel counter sunk head wire nails
IS 961	Specification for structural steel: high tensile steel bars
IS 1977	Specifications for structural steel: ordinary quality
IS 2502	Code of practice for bending and fixing of bars for concrete reinforcement
IS 3696	Safety Code of scaffolds and ladders:

IS Code No.	Subject
	Part I Scaffolds Part II Ladders
IS 4014	Code of practice for steel (Part I & 2) tubular scaffolding
IS 4082	Recommendation on stacking and storage of construction materials at site
IS 8989	Safety code of erection of concrete formed structures
IS 9417	Recommendations for welding cold worked steel bars for reinforced concrete construction
STEEL WORK	
IS 226	Structural steel (standard quality)
IS 2062	Steel for general structural purpose
IS 800	Code of practice for use of structural steel in general in steel construction
IS 806	Code of practice for use of steel Tubes in general building construction
IS 816	Code of practice for use of metal arc welding for general construction in mild steel
IS 818	Code of practice for safety and healthy requirements in electric and gas welding and cutting operations
IS 822	Code of procedure for inspection of welds
IS 1038	Steel doors, windows and ventilators
IS 1081	Code of practice for fixing and glazing of metal (Steel and aluminium) doors, windows and ventilators
IS 1161	Steel tubes for structural purposes
IS 1200 (Pt. VIII)	Method of measurements of steel work and iron works
IS 1367	Technical supply conditions for threaded steel fasteners
IS 1821	Dimensions for clearances holes for bolts and screws
IS 2074	Ready mixed paint, air drying red oxide zinc chrome priming
IS 4736	Hot – dip zinc coating on mild steel tubes
IS 4923	Hollow steel sections for structural use – specification
IS 6248	Metal rolling shutters and rolling grills
IS 7452	Specification for hot rolled steel sections for doors, windows and ventilators
IS 9147	
METAL WORK	
Is 226	Specification for structural steel standard quality.
IS 1239	Specification for mild steel tubes, tubular and other and other wrought steel fittings.

IS Code No.	Subject
IS 2713	Part Specification for Tubular steel poles
IS 814	Welding electrodes.
METAL DOORS AND WINDOWS	
IS 451	Technical supply conditions for wood screw.
IS 733	Specification for wrought aluminium, aluminium alloys, bars, rods and sections (for general engineering purpose)
IS 737	Specification for wrought aluminium, aluminium alloys, alloys sheet and strip (for general engineering purpose)
IS 1081	Code of Practice for fixing and glazing of metal steel and aluminium doors, windows and ventilators.
IS 1285	Specification for wrought aluminium and aluminium alloy extruded round tube and hollow section (for general engineering purpose)
IS 1948	Specification for aluminium doors, windows and ventilators
IS 3548	Code of practice for glazing in building
IS 4351	Specification for steel door frames.
IS 5523	Method of testing anodic coating on aluminium and its alloys.
BRICK WORK	
IS 712	Specification for building limes
IS 1077	Common burnt clay building bricks
IS 1200 (Part 3)	Method of measurements of brick works
IS 2212	Code of practice for brick work (1 st Revision)
IS 3495	Method of test for burnt clay building bricks
IS 5454	Methods of sampling of clay building bricks
IS 13757	Specification of burnt clay fly ash bricks
IS 2691	Burnt clay facing bricks
STONE MASONRY WORK	
IS 1121	Methods of test for determination of strength properties of natural building stones. Part 1 Compressive strength Part 2 Transverse strength Part 3 Tensile strength Part 4 Shear strength
IS 1122	Method of test for determination of true specific gravity of natural building stones
IS 1124	Method of test for determination of water absorption, apparent specific gravity and porosity of natural building stones
Is 1127	Recommendations for dimensions and workmanship of natural building

IS Code No.	Subject
	stones for masonry work.
IS 1130	Marble (blocks, slabs and tiles)
Is 1597	Code of Practice for Part Q construction of stone masonry: Rubble stone masonry.
IS 4101 (Part-I)	Code of practice for external facing and veneers: Stone facing
IS 14223 (Part-I)	Polished Building Stones (Part-I) Granite
CONCRETE BLOCK MASONRY	
IS 269	Specification for ordinary and low heat Portland Cement.
IS 383	Specification for coarse and fine aggregates from natural sources for concrete.
IS 456-2000	Code of practice for plain and reinforced concrete.
IS 2185	Specification for concrete masonry units hollow and solid cement blocks.
IS 2572	Code of practice for construction of hollow concrete block masonry.
IS 9103	Specifications for admixtures for concrete
WOOD WORK AND P.V.C. WORK	
IS 204 (Part-I)	Specification for tower bolts (ferrous bolt)
IS 208	Specification for door handles
IS 287	Recommendations for maximum permissible moisture contents of timber used for different purpose
IS 303	Specification for plywood for general purposes
IS 401	Code of practice for preservation of timber
IS 453	Specification for double acting spring hinge
IS 710	Specifications for Marine Plywood
IS 851	Specification for synthetic resin adhesive for construction non-structural) in wood.
IS 852	Specification for animal glue for general wood working purposes.
IS 1003 (Part-I)	Specification for timber paneled and glazed shutter Part-I (Door shutters)
IS 1003 (Part-II)	Specification for timber paneled and glazed shutter Part-II (Window and ventilator shutters)
IS 1141	Code of Practice for seasoning of timber
IS 1200 Part-XIV	Method of measurement of building and civil engg. Work glazing
IS 1200 Part-XII	Wood work and joinery
IS 1328	Specification for veneered decorative plywood
IS 1341	Specification for steel butt hinges
IS 1659	Specification for block boards
IS 1823	Specification for floor door stopper
IS 1868	Specification for anodic coating on aluminium and its alloy

IS Code No.	Subject
IS 2046	-do- Decorative thermosetting synthetic resin bonded laminated sheet
IS 2095	Specification for gypsum plaster board
IS 2191	Specification for wooden flush door shutters (cellular and hollow core) : Part I Plywood face panels Part II Particle board and hard board face panels
IS 2202	Specification for wooden flush door shutter, solid core type Part I Plywood face panels Part II Particles board and hard board face panels
IS 2209	Specification for mortice lock (Vertical Type)
IS 2547	Specification for gypsum plaster
IS 3087	Specification for wood particle board (medium density) for general purpose.
IS 3097	Specification for veneered particle board
IS 3564	Specification for door closer (hydraulically regulated)
IS 3847	Specification for mortice night latch
IS 5930	Specification for mortice latch
IS 7196	Specification for hold fast
IS 8756	Specification for mortice ball catch for use in wooden almirah
IS 9308 (Part-II)	Specification for mechanically extracted coir fibres (Mattress coir fibres)
IS 12817	Specification for stainless steel butt hinges
IS 12823	Specification for wood products – Prelaminated particle Boards
IS 14900	Specifications for transparent float glass
IS 4021	Timber door, windows and ventilator frames.
FLOORING	
IS 269	Specification for ordinary and low heat Portland cement.
IS 383	Specification for Coarse and fine aggregates from natural sources for concrete
IS 1200 (Part-XI)	Method of measurement of Building and Civil Engineering work (Part 11) paving, floor finishes, dado and skirting
IS 1237-Edition 2.3	Specification for cement concrete flooring tiles
IS 1443	Code of practice for laying and finishing of cement concrete flooring tiles
IS 2114	Code of practice for laying in-situ terrazzo floor finish
IS 2571	Code of practice for laying in situ cement concrete flooring
IS 3622	Specification for sand stone (Slab & Tiles)
IS 4457	Specification for ceramic unglazed vitreous acid resisting tile.
IS 5318	Code of practice for laying of hard wood parquet and wood block floors
IS 5491	Code of practice for laying in situ granolithic concrete floor topping.
IS 5766	Code of practice for laying of burnt clay brick floor

IS Code No.	Subject
IS 13630 (Part-1 to 15)	Methods of Testing for ceramic tiles
IS 13712	Specification for ceramic tiles, definition, classification characteristic and marking
IS 15622	Specification for pressed ceramic tile.
ROOFING	
IS 277	Galvanized steel sheets (Plain and corrugated)
IS 651	Glazed stoneware pipes and fittings
IS 1200 (Pt IX)	Method of measurements of building and civil engineering work : Part-9 Roof covering (including cladding)
IS 1200 (Pt X)	Method of measurements of building and civil engineering work : Part-10 ceiling and lining
IS 2095 (Pt-1)	Gypsum plaster boards (Pt. 1) plain Gypsum plaster boards
IS 2935	Specification for flat transparent sheet glass
IS 459	Corrugated and semi corrugated asbestos cement sheet
FINISHING WORKS	
IS 383	Specification for coarse and fine aggregates for natural sources for concrete.
IS 412	Specifications for expanded metal steel sheets for general purposes.
IS 1542	Sand for plaster
IS 1661	Code of practice for cement and cement-lime plaster finishes on walls and Ceilings
IS 2402	Code of practice for external rendered finishes.
IS 8112	Specification for 43 grade OPC
IS 2645	Specifications for integral cement water proofing compound.
IS 1625	Code of practice for preparation and use of lime mortar in buildings
IS 2250	Code of practice for preparation and use of masonry mortars
IS 712	Building limes
IS 1635	Code of practice for field slacking of lime and preparation of putty.
IS 427	Distemper, dry colour as required
IS 428	Distemper, oil emulsion, colour as required
IS 6278	Code of practice for white washing and colour washing
IS 106	Ready mixed paint, brushing, priming for enamels for use on wood.
IS 102	Ready mixed paint, brushing, red lead, non- setting, priming
IS 123	Ready mixed paint, brushing, finishing, semi-gloss, for general purposes
IS 1477	Code of practice for painting of ferrous metals in buildings
IS 2074	Ready mixed paint, red oxide-zinc chrome priming
IS 2339	Aluminium paint for general purposes in dual container

IS Code No.	Subject
IS 2932	Enamel, synthetic, exterior, type 1
	(a) under coating,
	(b) finishing, colour as required
IS 137	Specification for ready mixed paint, brushing, matt or eggshell flat finishing interior to Indian Standard colour as required
IS 1131	Specification for enamel, interior
	(a) under coating
	(b) finishing.
IS 129	Specification for ready mixed paint, brushing, grey filler for enamel for use over primers
IS 533	Specification for gum spirit of turpentine (oil of turpentine)
IS 101	Methods of tests for ready, mixed paint, & enamels
IS 124	Specification for ready mixed paint, brushing finishing semi glossy for
(Part I) general purposes	
IS 2933	Enamel, Exterior
(a) Under Coating	
(b) Finishing	
IS 5410	Cement Paint
IS 5411	Plastic emulsion, Paint Part- I for interior use
IS 419	Specifications for putty for use in window frames
ROAD WORK	
IS 164	Ready mixed paint for road marking
IS 278	Specification for galvanized steel barbed wire for fencing
IS 1838 (Pt.1)	Specification for performed filters for expansion joint in concrete pavements and structures (non extruding and resilient type / bitumen impregnated fibre)
IS 73	Paving bitumen with bitumen felts
IS 73-1992	Specification for paving bitumen
IS 1203	Method of testing tar and bituminous material Determination of penetration
WATER SUPPLY, SANITARY INSTALLATIONS & DRAINAGE	
IS 771 (Pt.1)	Specification for glazed fire clay sanitary appliances : part 1: General requirements
IS 1536	G.I. Pipes class conforming to IS 1536 with necessary joints & fittings.
IS 1703	Water fittings – copper alloy float valves (horizontal plunger type) – Specification
IS 1729	Cast iron / Ductile iron Drainage Pipes and pipe fittings for Over ground non-pressure pipe line Socket and Spigot Series

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IS Code No.	Subject
IS 1795	Specification for pillar taps for water supply purposes
IS 2326	Specification for Automatic Flushing Cisterns for Urinals (Other than plastic cisterns)
IS 2548 (Part-1)	Plastic seats and covers for water closets Part 1 : Thermo set seats and covers – Specifications
IS 2548 (Part-2)	Plastic seats and covers for water closets Part 2 : Thermoplastic seats and covers specification
S 2556	Vitreous sanitary appliances (vitreous chine) – Specifications
IS 2556 (Part-1)	Part-1: General requirements
IS 2556 (Part-2)	Part-2 : Specific requirements of wash-down water closets
IS 2556 (Part-4)	Part-4 : Specific requirements of wash basins
IS 2556 (Part-6)	Part-6 : Specific requirements of Urinals & Partitions plates
IS 2556 (Part-7)	Part-7 : Specific requirements of accessories for sanitary appliances
IS 2963	Specification for copper alloy waste fittings for wash basins and sinks
IS 3076	Specification for low density polyethylene pipes for potable water supplies
IS 4827	Specification for electroplated coating of nickel and chromium on copper and copper alloys
IS 4984	Specification for high density polyethylene pipes for potable water supplies
IS 4985	Unplasticised PVC pipes for potable water supply – Specifications
IS 7231	Plastic flushing cisterns for water closets and urinals – Specifications
IS 13983	Stainless steel sinks for domestic purposes – Specifications
IS 774	Specification for flushing cistern for water closets and urinals
IS 775	Specification for cast iron brackets and supports for wash basins and sink.
IS 778	Specification for cast copper alloy gate and check valves for water works.
IS 651	Specification for salt glazed stoneware pipes and fittings.
IS 3597	Method of test for concrete pipes
IS 1239	Mild steel tubes and tubulars
IS 1711	Self closing taps
IS 1726	Cast iron manhole covers and frames intended for use in drainage works
IS 1742	Code of practice for building drainage
IS 2065	Code of practice for water supply in buildings
IS 2470	Code of practice for design and construction of septic tank
IS 2693	Non-ferrous waste fittings for wash basins and sink
IS 4127	Code of practice for laying of glazed stoneware pipes

IS Code No.	Subject
IS 4346	Washers for water taps for cold water services
IS 778	Gun metal gate, globe and check valves for water services
IS 7634	Laying and jointing for polythene pipes and PVC pipes (Part I to III)
IS 8008 Part I	Specification for injection Moulded HDPE fittings for potable to IV) water supplies
IS 3844	Code of practice for installation of internal fire hydrants in multi storey buildings
IS 780	Specification for sluice valves for water works purposes (50 to 300 mm size)
IS 781	Specification for cast copper alloy screw down bib taps and stop valves for water services
IS 782	Specification for caulking lead
IS 909	Underground fire hydrant, sluice valve type – Specification
IS 2692	Ferrules for water services – Specification
IS 15450	PE-AL-PE Pipes for hot and cold water supplies – Specifications
IS 15778	Chlorinated Polyvinyl Chloride (CPVC) pipes for potable hot and cold water distribution supplies – Specifications
IS 1230	Cast iron rain water pipes and fittings
IS 1626	Asbestos cement building pipes, gutters and fittings (Spigot and socket type)
IS 2527	Code of practice for fixing rainwater gutters and downpipes for roof drainage
IS 458	Pre-cast concrete pipes (with and without reinforcement)
IS 783	Code of practice for laying concrete pipes
IS 1728	Specification for Cast Iron Manhole Covers and Frames
IS 4127	Code of practice for Laying of Glazed Stone Ware Pipes
IS 12592	Pre-cast Concrete Manhole Covers and Frames-Specifications
IS 5382	Specification for rubber sealing rings for gas mains, water mains and sewers
IS 13592	Unplasticised polyvinyl chloride (UPVC) pipes for soil and Waste discharge system for inside and outside building
ALUMINIUM WORK	
IS 733	Wrought Aluminium Alloys, Bars, Rods and Sections (For General Engineering Purposes) – Specification
IS 737	Wrought Aluminium and aluminium alloy sheet
IS 1285	Wrought Aluminium and Aluminum Alloy, Extruded Round Tube and Hollow sections (for General Engineering Purposes) – Specification
IS 1868	Anodic coating on Aluminium and its alloy – Specification

IS Code No.	Subject
IS 1948	Specification for Aluminium Doors, Windows and Ventilators
IS 5523	Method of testing anodic coating on aluminum and its alloys
IS 6012	Measurement of coating thickness by Eddy Current Method
IS 6315	Floor springs (Hydraulic regulated) for heavy doors – Specifications
IS 6477	Dimensions of extruded hollow section and tolerances
IS 14900	Transparent Float Glass – Specifications
WATER PROOFING TREATMENT	
IS 9103	Specification for Admixtures
BS 5075	Specification for Admixtures
IS 2284	Specification to Bitumen primer for use in water proofing.
IS 3370 (Part 1)	Code of practice for concrete structures for the storage of liquid : Part-1 General Requirements
STRUCTURAL STEEL WORKS	
IS: 800	Code of practice for general construction in steel
IS: 808	Dimensions of hot rolled steel beam, column channel and angle sections
IS: 813	Scheme of symbols for welding.
IS: 814	Covered electrodes for manual metal arc welding of Carbon and carbon-manganese steel.
IS: 816	Code of practice for use of metal arc welding in general mild steel construction.
IS: 817	Code of practice for training and testing of metal arc welders.
IS: 818	Code of Practice for safety and health requirements in electric and gas welding and cutting operations
IS: 822	Code of procedure for inspection of welds
IS: 823	Code of procedure for manual metal arc welding of mild steel
IS: 1030	Carbon Steel castings for general engineering purposes
IS: 1161	Steel tubes for structural purposes
IS: 1181	Qualifying tests for metal arc welders
IS: 1182	Recommended practice for radiographic examination of fusion welded butt joints in steel plates
IS: 1363 (1&2)	Hexagon head bolts and nuts of product grade C
IS: 1364 (1-5)	Hexagon head bolts and nuts of product grade A and B
IS: 1367 (1-20)	Technical supply conditions for threaded steel fasteners
IS: 1387	General requirements for the supply of metallurgical materials
IS: 1477 (1 & 2)	Code of Practice for painting ferrous metals in buildings
IS: 1599	Method for bent test
IS: 1608	Mechanical testing of metals – tensile testing
IS: 1730	Steel plates, sheets and strips and flats for general engineering purposes

IS Code No.	Subject
	– dimensions
IS: 1852	Rolling and cutting tolerances for hot rolled steel products
IS: 2004	Carbon Steel forgings for general engineering purposes
IS: 2016	Plain washers
IS: 2062	Steel for general structural purposes – (supersedes IS: 226)
IS: 2595	Code or practice for radiographic testing
IS: 3502	Steel chequered plates
IS: 3613	Acceptance test for wire flux combination for submerged arc welding
IS: 3640	Hexagon fit bolts
IS: 3658	Code of practice for liquid penetrant flaw detection
IS: 3664	Code of practice for ultrasonic pulse echo testing by contact and immersion methods
IS: 3696	Safety codes for scaffolds and ladders
IS: 3757	High strength structural bolts
IS: 4353	Submerged arc welding of mild steel and low alloy steels – recommendations
IS: 4923	Hollow steel sections for structural use
IS: 5334	Code of practice for magnetic particle flaw detection of welds
IS: 5372	Taper washers for channel
IS: 5624	Foundation bolts
IS: 6610	Heavy washers for steel structures
IS: 6639	Hexagon bolts for steel structures
IS: 7205	Safety code for erection of structural steelwork
IS: 7215	Tolerances for fabrication of steel structures
IS: 7293	Safety code for working with construction machinery
IS: 9595	Metal arc welding of carbon and carbon manganese steels – recommendations
IS: 12843	Tolerances for erection of steel structures
SP: 34	Handbook of concrete reinforcement and detailing
AUTOCLAVED CELLULAR (AERATED) CONCRETE BLOCK MASONRY	
IS 269	Specification for ordinary and low heat portland cement
IS 383	Specification for coarse and fine aggregate
IS 455	Specification for portland slag cement
IS 456	Code of practice for plain and reinforced concrete for general building construction
IS 1200	Measurement for Building works
IS 1905	Code of practice for structural safety of buildings Masonry walls.
IS 2116	Sand for masonry mortar

IS Code No.	Subject
IS 2185 (Part 3)	Specification for concrete masonry units : Autoclaved Cellular Aerated concrete blocks
IS 2250	Code of practice for preparation & use of masonry mortars.
IS 2645	Specification for integral cement waterproofing compounds
IS 3025	Method of sampling and test for Water
IS 3414	Code of practice for design and installation of joints in buildings.
IS 3466	Specification for Masonry Cement for masonry mortar
IS 4082	Recommendation on stacking and storage of construction materials at site.
IS 6041	Code of practice for construction of Autoclaved cellular concrete block masonry.
IS 6042	Code of practice for construction of Light weight concrete block masonry.
IS 8112	Specification for 43 grade ordinary Portland cement
IS 9103	Specification for admixtures for concrete
PAINTING AND POLISHING	
IS: 35	Zinc oxide for paints
IS: 63	Whiting for Paint & putty.
IS: 75	Specification for Linseed oil, raw & refined.
IS: 82	Method of sampling and test for thinners and solvent for paints
I.S. 101 (all parts)	Methods of sampling and tests for paints, varnishes and related products
I.S. 104	Ready mix paint, brushing, zinc chrome, priming
I.S. 109	Cement primer codes
I.S. 133	Enamel, Interior : (a) Undercoating (b) Finishing – Specification
IS: 159	Specification for ready mixed paint, brushing, acid resistant.
I.S. 164	Specification for ready mixed paint for road marking
I.S. 168	Ready mixed paint, air drying, for general purpose – Specification
IS: 345	Specification wood filler, transparent, liquid.
IS: 426	Specification for paste filler for colour coats.
IS: 427	Specification for Distemper, dry colour, as required.
IS: 428	Specification for Distemper, Oil Emulsion, colour as required.
IS: 533	Specification for Gum spirit of Turpentine (Oil of Turpentine)
IS: 710	Marine Plywood
IS: 1200 (Part XIII)	Method of Measurement of Building & Civil Engg Works - White Washing, colour washing, distempering & other finishes.
IS: 1303	Glossary of terms relating to paints

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IS Code No.	Subject
IS: 1477 (Part 1)	Code of practice for painting of ferrous metals in buildings Pre-treatment
IS: 1477 (Part 11)	Code of practice for finishing of ferrous metals in buildings. Painting
IS: 2074	Red oxide zinc chromate primer codes
IS: 2338 (Part 1)	Code of practice for finishing of wood and wood based materials Operations and workmanship for finishing.
IS: 2338 (Part 11) :	Code of practice for finishing of wood and wood based materials, Schedule
IS: 2395 (Part 1) :	Code of practice for painting concrete masonry and plaster surfaces. Operation & workmanship
IS: 2395 (Part 11)	Code of practice for painting concrete, masonry and plaster surfaces Schedule.
IS: 2524 (Part 1)	Code of practice for painting of non-ferrous metal in buildings Pre-treatment.
IS: 2524 (Part II)	Code of practice for painting of non-ferrous metal in buildings Painting.
IS: 3140	Code of practice for painting asbestos cement buildings.
IS: 3537	Specification for ready mixed paint, finishing, interior for general purposes to IS colour.
IS: 5410	Specification for cement paints, colour as required.
IS : 6278	Code of practice for white washing & colour washing.
I.S. 5411 (Part 1)	Plastic Emulsion Paint for interior use
I.S. 5411 (Part 2)	Plastic Emulsion Paint for exterior use
I.S. 9954	Pictorial surface preparation standards for painting of steel surfaces
I.S. 13607	Ready mixed paint, finishing general purposes, Synthetic – specification
I.S. 14589	Zinc priming paint, epoxy based two pack – specification
I.S. 14925	Epoxy resin for paints – specification
ELECTRICAL WORKS	
IS : 116	Circuit Breakers for AC system
IS : 159	Busbars and Busbar connections
IS : 3043	Code of Practice for Earthing
IS : 3072	Code of Practice for installation of switchgear
IS : 3106	Code of Practice for Selection, Installation and Maintenance of Fuse (upto 650 Volts)
IS : 3202	Climate Proofing of Electrical Equipment
IS : 3427	Metal enclosed Switchgear and Control Gear.
IS : 3837	Accessories for rigid steel conduits.
IS : 4047	Heavy Duty Air Break Switches and Composite Switch Fuse Units for Voltage not exceeding 100 Volts.

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IS Code No.	Subject
IS : 4064	Switch Fuse Units for Industries etc.
IS : 4237	General requirements for switchgears not exceeding 1000 Volts.
IS : 4615	Switch Socket Outlets.
IS : 1646	Code of Practice for fire safety of buildings (General) Electrical Installation.
IS : 3480	Flexible steel conduits for electrical wiring.
IS : 3419	Specifications for fittings for rigid PVC non-metallic conduits.
IS : 8130	Conductors for insulated electric cables and flexible cord.
IS : 9537	Specification for conduits for Electrical Installations.
IS : 5133	(Part-I) Sheet Steel Boxes
IS : 371	Ceiling roses (Second revision)
IS : 5216	Guide for safety procedures and practices in electric work.
IS : 5578	Guide for marking of insulated conductors
IS : 5820	Pre-cast concrete cable covers.
IS : 14930	Conduit Systems for Electrical Installations (Part 2 Particular
IS : 5908	Method of measurement of electrical installation in building.
IS : 6381	Specifications
IS : 1818	Isolator and Earthing Switches.
IS : 1947	Flood Lights
IS : 2147	Degree of Protection provided for enclosure for Switchgears.
IS : 2208	HRC Cartridge Fuse Units upto 650 Volts.
IS : 2251	Code of Practice for Danger Notice Plates.
IS : 2268	Call Bells / Buzzers.
IS : 2274	Code of Practice for wiring installation (exceeding 650 Volts).
IS : 3854	Switches for domestic and similar purpose.
IS : 3212	Exhaust fans.
IS : 2309	Code of Practice for Lighting Protection.
IS : 2418	Tabular fluorescent lamps for General Lighting Service.
IS : 2509	PVC Electrical Conduits.
IS : 2516	A.C. Circuit Breakers.
IS : 2667	Fittings for rigid steel conduits for electric wiring.
IS : 2675	Enclosed distribution fuse boards cutouts for voltage upto 1000 Volts.
IS : 2705	Current Transformers.
IS : 3070	(Part-I) Lighting Arrestors.
IS : 2834	L.T. Capacitors.
BS : 162	Electric Power Switchgear for Indoor and Outdoor Installation.
IEC : Pub 26	Circuit Breakers.

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IS Code No.	Subject
IS : 374	Ceiling Fans.
IS : 375	Marking and arrangements for switchgears Boards Main Connections and Auxiliary Wiring.
IS : 415	Tungsten Filament Lamps.
IS : 694	PVC insulated cable and cords for Power / Lighting.
IS : 722	Three Phase Watt Hour meters with MDI.
IS : 732	Electrical wiring installation (upto 650 Volts)
IS : 1087	Single pole tumbler switch 5 Amps.
IS : 1248	Direct acting Electrical Indicating Instruments.
IS : 1293	3 Pin Plugs and Socket Outlets.
IS : 1554	PVC Insulated Cables - Heavy Duty.
IS : 1567	Metal Clad Switches upto 100 Amps.
IS : 1651	Lead Acid Cell Batteries
IS : 1653	Rigid Steel Conduits for Electric Wiring.
IS : 1771	Industrial Light Fitting with Accessories.
IS : 6946	Pliable (flexible) non-metallic conduits for Electricals.

4. LIST OF APPROVED MAKES / MANUFACTURERS

No	Description of Item	Recommended make / Manufacturers
A	CIVIL, STRUCTURAL & INTERIOR FINISHING WORKS	
A1	Concrete / Structural Works	
i)	Ordinary Portland Cement (Grey cement)	ACC / Gujarat Ambuja / Grasim Industries/ Birla/ Ultratech/L&T/ Binani
ii)	Portland Slag Cement	Grasim / ACC /Gujarat Ambuja
iii)	Portland Pozzolona Cement	Ultra-tech / ACC /Gujarat Ambuja
iv)	White cement	Birla white / JK White / Ultratech White
v)	HYSD bars & Structural Steel	TATA Steel/ SAIL / RINL / VIZAG STEEL / JINDAL
vi)	Mechanical splicing couplers	Jianmao Bldg. Technology Pvt. Ltd. / G-Tech Splicing
vii)	Stainless Steel	Salem Steel / Indalco
viii)	High Tensile bolts	Unbrako / GKW / Fischer /Hilti
ix)	Ready Mix Concrete	ACC / Ultratech / Lafarge / Reliance/RMC
x)	Plasticizers, Non Shrink grout.	BASF / Fosroc / Sika/ ESSEN
xi)	Polysulphide sealing compound	BASF / Fosroc / Sika / ESSEN
xii)	Premoulded compressible filler board	Duraboard HD100
A2	Masonry	
i)	Cement Concrete Blocks	Prayosa / Conwood / Automatic / Ved PMC / Conwood
ii)	Autoclaved Aerated Concrete / Light Weight Blocks (AAC Blocks)	Siporex / Aerocon / Biltech / Universal / CEEF pro / Ecolite
A3	Plastering Works	
i)	Readymix Plaster	Ultratech Cement Ltd. / Roofit / Ramco
ii)	Cement Based Wall Putty:	Laticrete / Asian Paint / J K Putty / Altek / Saint Gobain / Birla / US Gypsum
A4	Flooring /Paving	
i)	Vitrified Tiles	Johnson / RAK / Murudeshwar Ceramics Ltd. (Navin) / Kajaria / Nitco
ii)	Ceramic Tiles	Johnson / Kajaria / Nitco/ Somany / Orient
iii)	Concrete Paver Blocks	Vyara / Dazzle / Basant Beton / Green Concrete / Techno Concrete / Conwood / Automatic
iv)	Paver Tiles	Basant Beton / Dazzle / Pavit

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No	Description of Item	Recommended make / Manufacturers
v)	Floor hardeners- Dry shake / Liquid non-metallic	BASF / FOSROC / SIKA / ESSEN
vi)	Tile Adhesive	Bal adhesive / Laticrete / Pidilite
A5	Water Proofing System	
i)	Integral Water proofing compound	BASF/FOSROC/SIKA/ ESSEN/ Sunanda
ii)	Membrane waterproofing system	BASF/FOSROC/SIKA / ESSEN
iii)	Chemical / Cementitious waterproofing system	BASF/FOSROC/SIKA / ESSEN
A6	Wood Works /Joinery/ Doors & Windows	
i)	Flush door	Anchor / Kutty / Century / Greenply/ Duraboard / Kitply
ii)	Wooden Fire rated doors	Promat
iii)	Steel Fire rated doors	Shakti meta door / Signum / Steelage
iv)	Aluminium /Doors/Windows Sections	Hindalco / Indal / Jindal / Bhorukha
v)	PVC/FRP Doors	Deep Doors / Fibroplast – Latur / Everest
vi)	Rolling Shutter	Swastic/Standard /Shubdwer
vii)	Plywood (BWP Marine Grade)	Century / Anchor / Associate / Greenply / Kitply / Kenwood
viii)	Marine grade Block Board	Century / Anchor / Associate / Greenply / Kitply / Kenwood
ix)	Laminated sheet	Greenply / Formica / Decolam / Royal touché / Signature / Merino.
x)	Metal Laminate	Metlam manufactured by Homapol
xi)	Acrylic sheet	ICI / GE
xii)	Veneers	Century / Associate / Greenply / Durian / Anchor / Timex /Archid / Donear / Euro
xiii)	Glass	Saint Gobain / Ashai / Modi Glass
xiv)	Door Hardware	EVERITE / EBCO / ECIE / HARDWYN
A7	Painting	
i)	Plastic Emulsion, Acrylic distemper & Oil bound distemper	Akzonobel / Asian Paints /Jotun/ Berger/ Nerolac
ii)	Interior Textured Paints	Oikos, Caprol,

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No	Description of Item	Recommended make / Manufacturers
iii)	Acrylic Weather shield paint	Akzonobel / Asian Paints
iv)	Synthetic Textured Paint	Spectrum / Renovo
v)	Premium Textured Exterior Paint	Terraco India Ltd. / Spectrum
vi)	Synthetic Enamel Paints & Primer	ICI (Akzonobel) / Asian Paints / Goodlass Nerolac / Berger
vii)	Epoxy Paint	ICI (Akzonobel) / Asian Paints / Jotun
viii)	Steel Protection System:	Akzonobel / Jotun
ix)	Fire Retardant Paint & Primer	ICI (Akzonobel)/Promat
x)	PVDF Coating, Polyester Powder coating	Akzo Nobel / Jotun
A8	Miscellaneous	
i)	Chemical / Mechanical Anchor Fasteners	Hilti / Fischer / MKT (Germany)
ii)	Fire Stops	Hilti / Promat / 3m India
B	PLUMBING WORKS	
1	SANITARY APPLIANCES & FITTINGS	
		Hindware / Parryware / Cera/ Jaguar
2	THERMOPLASTIC PIPES & FITTINGS	
		Finolex, Reliance
2.1	PPRC Type-3	Finolex / Supreme / Astra / Aquaplast
2.2	PVC-U (Polyvinyl Chloride)	Corsan, Finolex, Fusion, George Fisher, Garware, Reliance, Global Plasto
2.3	PVC-C (Polyvinyl Chloride)	Astral, Corsan, Flowguard, George Fisher, Reliance, Global Plasto
3	DRAINAGE PIPES & FITTINGS	
3.1	CI – SWR	BIC, Kapilansh, NECO, Electrosteel
3.2	PVC-U	Finolex, Prince, Supreme;
3.3	PVC- Underground	Astral, Prince, Supreme;
3.4	Cement Pipes	IHP, Pranali, Patel, Prima, JK, Huma
3.5	Stoneware	Burn, Girco, Perfect, Rajura, Huma
4	VALVES	
4.1	Butterfly valves	Audco, KSB,C&R
4.2	Ball valves	Leader, Zoloto, C&R, Hawa, AM
4.3	Kitchen Sink	Nirali / Hindustan / Hindware, Prince Racold, Anjali
4.4	Plumbing Fixtures	Gem / Seiko / ESS
4.5	Air Release valve	Commercial, Dewarance, Hawa, Kitz, Leader
4.6	Non Return valve/ BIB Cock, Pillar Cock	Audco, Kitz, KSB, Zoloto, Kirloskar, IVC

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No	Description of Item	Recommended make / Manufacturers
C	ELECTRICAL WORKS	
1	Low Tension, 415 Volts AC Air Circuit Breaker, 3/4 Pole 50 Hz. 65 KA-STR. Micro Processor Based	MERLIN GERIN MASTERPACT/SIEMENS 3WL/L&T "U"POWER/Phillips/ ABB (EMAX)
2	Low Tension, XLPE Armoured, 1.1 KV grade, Aluminium/Copper conductor cables type A2XFY/YRY.	PRIME CAB/PAGODA UNIVERSAL CCI/FINOLEX/PAGODA/ Phillips / Anchor/POLYCAB
3	Low Tension, TPN SFU with HRC fuses, 415 Volts, AC, 3 Phase, 50 Hz.	ABB/ GE POWER SIEMENS/L&T
4	Low Tension, TP, Moulded Case Circuit Breaker, 415 Volts AC, 3 Phase 50 Hz., 50 KA-STR. Microprocessor/Thermal Release	MERLIN GERIN SIEMENS/ABB/ MDS LEGRAND/ L&T/GE
5	Low Tension, Gas Filled Capacitors 440 Volts, 50 Hz., 3 Phase	EPCOS INDIA/GE POWER/ EASY PACT CVS (Schneider Electrical)
6	Indicating Lamps Holders with LED type lamps.	ALTOS/MIMIC TECHNIK/SIEMENS
7	Selector Switches for Ammeter/Voltmeter.	SILZER/KAYCEE / FLEX – CORE
8	Load Managers, Digital type Ammeters, Voltmeters, PF meters, Frequency Meters.	DIRIS/TRINITY/ L&T/ENERCON /HOBUT
9	Digital Energy Meters.	DIRIS/ENERCON/L&T/TRINITY /HTC / Schneider
10	Micro Processor Relays	ABB/SEGC/L&T/GE POWER/ SIEMENS/ SIGMA
11	Panel wires, Gray/Black colour in 660/1100 Volts grade (FR).	RR KABEL/HELU KABEL/ ORIENT CABLES
12	Cable Glands – Siemens Single Compression type (Flame proof)	COMMET/BRACO / CCG/FCG/ Brass Siemens
13	Lugs, Crimping type tinned copper heavy duty only.	DOWELL'S/HELU/T. LUG
14	HRC Control fuses with bakelite/type moulded fuse holders.	GE/SIEMENS/L&T
15	Push Button Stations type, in different colour codes.	TECHNIK/SIEMENS/VAISHNAV/ NEMA Swithgear
16	Terminal Blocks, Push On type.	WAGO/HELU /ELEMEX/FULCON/ SALZER
17	MS fabricated Panels	ARROW NGINEERS/ZENITH ENGG/ EMP Metal/ Excel

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No	Description of Item	Recommended make / Manufacturers
18	Sandwich type Bus Duct and Rising Mains	CONTROL AND SWITCHGEAR/ MERLIN GERIN/SIEMENS/GE POWER
19	Starters/Contactor/ Timers.	MERLIN GERIN/SIEMENS/ABB / AUTOMATION
20	Miniature Circuit Breaker of 10 KA Breaking Capacity and Boards.	MERLIN GERIN/ABB/L&T HAGER/MDS-LEXIC/SIEMENS/GERAD ELECTRIC
21	CTs 1100 Volts grade Cast Resin Only (Rating Plate as per IS - 2705)	AUTOMATIC ELECTRIC/KAPPA/RECO
22	Automatic Power Factor Relay (Microprocessor Based) With 3 Phase CT Sensing	BELUCK MODEL BLRCA -14/TRINITY
23	Load Manger with RS 485 Port & Software	DIRIS/TRINITY ENERCON
24	All Light Fittings	PHILIPS/THORN/TULIP/GE
25	GI Conduits.	VIMCO/BEC/ Techno Flex / IMV
26	GI Conduit Accessories	VIMCO/P&I/Steel mark / Precision
27	FR Wires in 660/1100 Volts grade for point wiring.	HELU KABLE/RR KABLE
28	Single Pole Switches and Sockets 6/16 Amps. Modular Type.	CRABTREE/MDS-LEGRAND/MK/ CLIPSAL
29	Ceiling Fan	CROMPTON/USHA/ORIENT/ Havel/ Bajaj
30	Exhaust Fan.	CROMPTON/GEC/ Havel/ USHA
31	Steel Briaded FR Cables	HELU KABLE/POLYCAB/ Steolite Technologies
32	Fixtures suitable for CFL.	PHILIPS/THORN/TULIP/GE
33	Lamps/Tubes.	PHILIPS/OSRAM/ GE/ HPL
34	Outdoor Lighting.	PHILIPS/ SCHREDER/THORN/TULIP/GE/ DECON
35	Halogen Light Fixtures.	PHILIPS/INTERCRAFT OCCHIO/H.K. Electric Co.
36	Telephone Sockets	MOLEX/CRABTREE/LEGRAND
37	Data Cables. Cat-6	AVAYA/MOLEX/ Steolite/ SIEMEN
38	Computer Data Sockets and related Hardware.	HEILIND/MOLEX
39	Cables (Telephones)	FINOLEX/ITL DELTON/HPL/KCL
40	Electronic Ballast for Light Fittings as per Technical Specifications	PHILIPS/ATCO/OSRAM/SYLVANIA
41	Telephone Tag Block.	KRONE /MALSON
42	Hand/Face Drier	ASKON/AUTOMATS/DIHOOR ASHRA MARKTING/Fast Dry
43	Inter Lock Switch Sockets	SCAME/GEWISS/HTCN

No	Description of Item	Recommended make / Manufacturers
44	Speakers for Music System	BOSH/SPEAKER CRAFT/BOSE
45	Amplifiers	AHUJA/PHILIPS/BIAMPS
46	3 CD/DVD Players	SONY/PHILIPS/TECHNIC PANASONIC
47	Microphones	PHILIPS/AUDIO TECHNICA/AHUJA
48	CRCA Sheets for Panels/Bus Duct/Rising Mains 10 SWG/14 SWG/16 SWG	JINDAL/TATA RAYMOND
49	MS Welding Rods	ADVANI OERLICON/ MAGNATE
50	All type of Fasteners	HILTI/FISHER/DUPLEX/ GWR
51	Paints & Primers	ASIAN/DUCO/BERGER
52	Industrial Plug & Socket Interlock Type	LEGRAND/GEWISS MULLER/MERIN GRIN
53	Mild Steel	TATA/JINDAL/ISPAT
54	Ni-Cd Battery	EXIDE/HBLNIFE/ AMCO
55	Wood Screws	NITTLE FOLD/HILTI/ FISCHER
56	GI Bolted Cable Trays & Perforated Trays	PROFAB/SADHANA/METALAM/OM INDUSTRIES/SHIVSHAKTI
57	Equipment Rack With Top Exhaust, Power Strip, Glass In front with Locking arrangement.	RITIAL/VERO PRESIDENT/PRECISION
58	Rigid PVC Pipes 2.0 mm Wall Thickness And Accessories	PRECISION/CIRCLE-ARK/ UNIVERSAL
59	High mast	Philips/ Bajaj/ CG
60	LED Street Lights Input Voltage 85-264 V AC	Technik/Syska/ SIKCO/ HAVELS
61	LED lamps	Crompton make PharoX/ Syska/ DELTA/ TOSHIBA.
62	Transformer	Crompton / Voltamp / Universal/Telewane
63	HT Panel Sf6 only	Schneider / Siemens / ABB
64	Any other Item.	SAMPLE FOR APPROVAL OF THE CONSULTANTS
D	ELEVATOR / LIFT INSTALATION WORKS	
1	Elevator / Lift	OTIS/Schindler/Thyssen-Krupp /Toshiba /Kone

5. General Safety Provisions

5.1. Electrical Safety

All cabling and installation shall comply with the appropriate statutory requirements given below and shall be subject to approval of the DRP(SRA)/ PMC/ Electrical Engineer.

- a) The Electricity Act, 1910 (as amended in 2003)

- b) Electricity (Supply) Act, 1948
- c) Indian Electricity Rules, 1956 (as amended in 2005)
- d) National Electric Code 1985 (as amended in 2005)
- e) Other relevant rules of Local Bodies and Electricity Boards

After installation of the electrical power wiring works by the SPV Company, form of completion certificate as per IS: 732 – 1989 (Reaffirmed in 2005) shall be submitted by the SPV Company duly signed by the authorized valid licensed electrical SPV Company and /or supervisor along with one copy of the SPV Company's license and/or competency certificate of supervisor issued by the Electricity Board/Government Electricity Organizations as per the enclosure.

5.2. Personal Protective Equipment:

The SPV Company shall take adequate steps to ensure proper use of equipment by those concerned.

Safety Helmet	: IS: 2925-1984 (Reaffirmed 2000)
Safety Goggles	: IS: 5983-1980 (Reaffirmed 2002) or EN 166:2001
Full body harness safety belt	: IS: 3521-1999
Ear Muff / Ear Plug	: IS: 69961973 (Reaffirmed 1998) or EN 352-1:2002 and EN 352-2:2002 or
Face shield	: IS: 8521 (Part II) – 1977 (Reaffirmed 2002) IS: 8521 (Part I) –1994 (Reaffirmed 2002) or EN 175F
Fall arrestor	: EN 353-2:2002
Respirators	: IS: 15321 – 2003, IS: 15322 – 2003
Safety shoes	: IS: 15298 – 2002
Hand gloves	: IS: 4770 – 1991 (Reaffirmed 2001)

5.3. REFERENCES:

The SPV Company shall take note of these references and shall adhere these rules & regulations during construction period and thereafter in O & M period.

- Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998
- Factories Act, 1948

- Operation and Maintenance Manual of Mobile Tower Crane (MTC-3625 of M/s Action Construction Equipment Ltd.)
- Operation and Maintenance Manual of Batching Plant (CP30 of M/s Schwing Stetter)
- Operation and Maintenance Manual of Concrete Pump (M/s Putzmeister)
- SP32:1986 (Hand Book on Functional Requirements of Industrial Buildings -Lighting & Ventilation)
- SP53:1992 (Hand operated hand tools Safety code for the use, care and protection)
SP70:2001 (Handbook on Construction safety practices)
- IS: 732 – 1989 (Reaffirmed 2005) Code of Practice for Electrical Wiring Installations
- IS: 818-1968 (Reaffirmed 2008) Code of Practice for Safety and Health Requirements in Electric and Gas Welding and Cutting Operations.
- IS: 1991 - 1987 (Part 1 to 10) (Reaffirmed 2002) Safety Requirements for the Use, Care and Protection of Abrasive Grinding Wheels
- IS:2190-1992 (Reaffirmed 2007) Selection, Installation and Maintenance of First aid Fire Extinguishers - Code of Practice
- IS: 3043 – 1987 (Reaffirmed 2001) Code of Practice for Earthing.
- IS:3696-1987 (Reaffirmed 2002) Safety Code for Scaffolds and Ladders (Part 1 - Scaffolds)
- IS:3696-1991 (Reaffirmed 2002) Safety Code for Scaffolds and Ladders (Part 2 -Ladders)
- IS: 4082-1996 (Reaffirmed 2003) Stacking and storage of construction materials and components at site
- IS:4379-1981(Reaffirmed 2007) Identification of the Contents of Industrial Gas Cylinders
- IS: 5216-1982 (Reaffirmed 2010) Recommendations on safety Procedure and Practices in Electrical work; Part – I: General; Part – II: Life Saving Technique
- IS: 10302 – 1982 (Reaffirmed 2005) Unified Nomenclature for Workmen for Civil Engineering
IS: 11057 – 1984 Specification For Industrial Safety Nets
- Workmens Compensation Act, 1923
- Industrial Dispute Act, 1947 and Industrial Dispute (Amendment) Act, 2010
- Relevant provisions regarding insurance of labours and staff.

6. Landscaping:

Preparation of landscaping plan including parks, plantation and execution of the same with following:

B. The development of park: water hydrants, grassing creeper planting trees etc. complete as per Municipal Corporation as per specification and drawing approved by the prescribed authority of ULB. It shall be noted that trees planted shall be of local nature and one particular kind of tree shall be promoted in one particular sub-sector, so that such sub-sector has separate identity. SPV Company shall develop plan of a sub-sector along with other sub-sectors such that green corridors can be developed connecting sub-sectors.

C. Complete leveling/ dressing including filling of earth, its supply, disposal of surplus earth, (if any) shall be the property of MCGM & will be disposed to the approved disposal point or at the place as directed by engineer in charge. No extra payment for disposal shall be allowed.

7. Health and Safety Measures:

The SPV Company shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against any accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the SPV Company shall provide whatever is required by this person to exercise this responsibility and authority.

The SPV Company shall send, to the PMC/Authority, details of any accident as soon as practicable after its occurrence. The SPV Company shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the PMC/Authority may reasonably require.

The SPV Company shall at all times take all reasonable precautions to maintain the health and safety of the personnel on the site. In collaboration with local health authorities, the SPV Company shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for SPV Company's and Authority's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics/pandemics.

8. Furnished office space and ancillary facilities for DRP/SRA and the consultants of DRP/SRA

Furnished air-conditioned office space with necessary infrastructure shall be provided for the utilization of DRP/SRA and their consultants as per their requirements in Dharavi Notified Area for providing necessary facilitation. Six air-conditioned vehicles along with drivers shall be provided by the SPV Company. Such vehicles shall be of nature which can be used on site. The cost of maintenance of the vehicles including fuel and any other incidental expenses shall be borne by the SPV Company. The same shall be made available to DRP/SRA within a period of 60 days from the date of signing of the Memorandum of Understanding.

The office shall include adequate furniture, projector, internet service (100 Mbps speed), WIFI, and the necessary arrangement for drinking water, toilet, etc. and shall be as approved by DRP. The operation, maintenance and associated costs for office space will be the responsibility of the SPV. The electricity bill for this office space shall be paid by the SPV.

Annexure III: English translated copy of Government Resolution dated 5th November 2018

(Please note that the Government Resolution on the GoM website www.maharashtra.gov.in {No: 201811051700566709} in Marathi shall be considered as final document in case of any discrepancy.)

Integrated development of all Sectors 1 to 5 of Dharavi Redevelopment Project through Special Purpose Vehicle (SPV) and to delegate Special Power.

Government of Maharashtra

Housing Department,

Government Resolution Number: DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu

Mantralaya, Mumbai: 400 032

Date: 05 November, 2018

Read:

1. Government Resolution, Housing Department/No.: Jhopuyo 2003/ Pr.Kr. 189/JhoPaSu – 1 A dated 4th February 2004
2. Government Resolution, Urban Development Department/No.: TPB-4304/322/ Pr.Kr. 56/04/NaVi-11 dated 9th March 2005
3. Letter No. SRA/ENG/4770 dated 7th October 2005 and 14th November 2005 of Chief Executive Officer, Slum Rehabilitation Authority and order No. SRA/ADTP/DRP/232-A dated 3rd April 2006 issued by SRA
4. Government Resolution, Housing Department/No.: Jhopuyo-2007/ Pr.Kr. 54/JhoPaSu – 1 A dated 11th September 2007
5. Government Resolution, Housing Department/No.: Jhopuyo-2008/ Pr.Kr. 88/JhoPaSu – 1 A dated 24th October 2008
6. Government Resolution, Urban Development Department/No.: TPB-4309/3499/ Pr.Kr. 83/09/NaVi-11 dated 25th June 2009
7. Government Letter, Housing Department/No.: DhaPuPra-2009/ Pr.Kr. 112/JhoPaSu – 1 A dated 21st May 2011
8. Government Resolution, Housing Department/No.: DhaPuPra-2012/ Pr.Kr. 57/JhoPaSu dated 5th September 2012

9. Government Resolution, Housing Department/No.: Jhopupr-2012/ Pr.Kr. 133/JhoPaSu dated 4th February 2013
10. Government Resolution, Housing Department/No.: Jhopudho-1001/ Pr.Kr. 125/14/JhoPaSu – 1 dated 16th May 2015
11. Government Resolution, Housing Department/No.: PraAaYo-2015/ Pr.Kr. 110/GruNiDho-2 (Cell) dated 9th December 2015
12. Government Resolution, Housing Department/No.: Jhopudho-0810/ Pr.Kr. 96/2018/JhoPaSu – 1 dated 16th May 2018
13. Government Resolution, Housing Department/No.: Jhopudho-0810/ Pr.Kr. 96/2008/JhoPaSu – 1 dated 7th September 2018
14. Decisions taken by Cabinet Ministers on the Subject matter 8 in the Cabinet Meeting dated 16th October 2018

Background:

1. The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution dated 04.02.2004, has decided to redevelop Dharavi as a comprehensive integrated development project. Government in Urban Development Department (UDD) appointed Slum Rehabilitation Authority, as a “Special Planning Authority” (SPA) for implementation of Dharavi Action Plan for Dharavi area, vide its Government Resolution dated 9th March 2005. The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution dated 11th September 2007, has declared Dharavi Redevelopment Project as a vital public purpose project. Although, slum dwellers before 1st January 1995 are protected for eligibility for slum redevelopment, for Dharavi Redevelopment project being vital public purpose project, the eligibility of slum redevelopment was protected upto 1st January 2000, as a special rehabilitation policy. The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution dated 04.02.2004, established a Committee of Secretaries under the Chairmanship of Chief Secretary for taking policy decisions towards implementation of the Dharavi Redevelopment Project and vide Government Resolution dated 24th October 2008, the said Committee of Secretaries was expanded and reorganised. For taking policy decisions on Dharavi Redevelopment Project, the proposals are submitted by Chief Executive Officer & Officer on Special Duty, Dharavi Redevelopment Project to Committee of Secretaries and as per the directions of the Committee of Secretaries further actions are undertaken.
2. There were 4 sectors in the Dharavi Redevelopment Project. The Urban Development Department, Government of Maharashtra (GoM), vide its

Government Resolution dated 25th June 2009, included Sector 5 (close to Bandra-Kurla) in the Dharavi Redevelopment Project and for this area also declared Slum Rehabilitation Authority as the Special Planning Authority.

3. As per the directions given by Government, under the provisions of Section 3k of the Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971, the responsibility of developing Sector 5 of Dharavi Redevelopment Project was vested with Maharashtra Housing and Area Development Authority (MHADA) on 21st May 2011. Based on that MHADA has initiated the redevelopment work for rehabilitation of the slum dwellers. MHADA has constructed 358 residential units of 300 sq.ft. each and have completed the resettlement of the slum dwellers in these constructed units. Apart from that construction of 672 residential units is under progress and the building plans have been approved of 687 residential units.
4. For integrated redevelopment of Dharavi Redevelopment Project, multiple time efforts were made from 2004-05. Global tenders were also called in 2016, after approval of the Committee of Secretaries. Despite multiple modifications in the tender process, there was no response to the tender. Based on the experience of earlier tenders, there are multiple difficulties in the development of Dharavi such as height restriction due to closeness of Airport, high density of slums, issues of non-eligibility of slum dwellers, excluded areas in the project, mixture of slum and renewal tenements, private land, industrial and commercial structures, etc. and hence there is a need for integrated planned development of Dharavi Redevelopment Project area. Hence, there is a need to resolve these problems in the project and provide concessions for the implementation of the project. Further, due to large number of industrial structures concentrated in Sector 1, demand of higher residential area of renewal tenements (DCR 33(9)(A)) in Sector 1, need of very high investment of around INR 20,000 crore in the first 7 years before getting any revenue, mixture of irregular shape slums and leased properties etc. has developed multiple constraints for development of the project. The industrial and commercial areas in Dharavi provides livelihood to many. These industrial and commercial units are contributing to the Gross Domestic Production (GDP) of the country. Hence, there is a need to provide concessions to these industries/commercial areas while being rehabilitation so that they are protected and can be formalized as a growth centre. Based on above Dharavi Redevelopment Project/Slum Rehabilitation Authority had proposed before Cabinet for integrated development of Dharavi through Special Purpose Vehicle (SPV) Company. In the proposal, it was proposed for integrated development of Dharavi including of Sector 5, which was earlier given to MHADA through Special Purpose Vehicle Company. The Cabinet Note includes proposal for redevelopment of Dharavi

Redevelopment Project by giving Special Project status and through SPV company, scope of work of the SPV company, structure of the SPV Company, stamp duty exemption to the SPV company and to the constructions in the Dharavi Redevelopment Project, reduced property tax slabs for rehab and renewal tenements, for definite period reimbursement of state Goods and Services Tax (SGST), concessions in payment terms of land premium, various concessions under Development Control Rules, temporary use of open land available in Dharavi and in surrounding areas, availability of transit tenements for the project, etc. The corresponding administrative divisions are capable to provide /approve and issue order/issue directions for notifications after considering all the concessions given in the Cabinet meeting. Such administrative divisions shall issue necessary orders. The Government was actively considering to give directions as per the decisions of the Cabinet meeting. As per the decisions taken, the related departments are being directed to issue necessary orders/notifications/ Government resolutions.

5. Dharavi Redevelopment Project/Slum Rehabilitation Authority had proposed to Hon'ble Chief Minister for inclusion of land of railways in and around Dharavi Notified Area of around 6.91 Ha. by note dated 16th May 2018. Hon'ble Chief Minister has agreed for inclusion of the same.

6. For providing special and designated powers to the Chief Executive Officer of Slum Rehabilitation Authority and Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project/Slum Rehabilitation Authority to develop slum occupied land of more than 200 acres was presented before the Cabinet. Special and designated powers for these large area slum projects such as, powers of preparation of list of protected and un-protected slum dwellers, to declare these areas as Slum rehabilitation area along with removal of slum from these area, to acquire private land in these area and to use the powers of Chief Fire Officer in such large scale redevelopment constructions, etc. was put before Cabinet.

Considering the above Government has taken following decisions.

Government Resolution:

1. Approval is accorded to the proposal of Dharavi Redevelopment Project for implementation of redevelopment of Dharavi Notified Area through Special Purpose Vehicle (SPV) Company by combining all Sectors (Sectors 1 to 5) and

Tender documents prepared based on the tender terms and conditions and timelines mentioned in the Annexure 2 and Annexure -1, respectively of this Government Resolution. In the Special Purpose Vehicle Company, Slum Rehabilitation Authority will have 20% equity (Economic and voting rights) and Lead Partner will have 80% equity. Global tenders shall be called from the eligible Bidders based on the conditions mentioned in the tender document.

Structure of the Special Purpose Vehicle Company and general criteria shall be as below:

- i. Dharavi Redevelopment Project/ Slum Rehabilitation Authority will hold 20% equity in the form of INR 100 crore equity in the Special Purpose Vehicle Company.
- ii. Lead Partner will hold 80% equity. Apart from equity as mentioned above, any investment required shall be brought in the form of Compulsorily Convertible Securities such as Compulsorily Convertible Debentures and/or Compulsorily Convertible Preference Shares.
- iii. Any conversion of these convertible securities shall protect the 20% Economic rights and voting rights of Dharavi Redevelopment Project/ Slum Rehabilitation Authority in the project.
- iv. Special Purpose Vehicle company will not have right to take loan in any other form except as mentioned above.
- v. **Bid Criteria:** Eligible Bidders will have to assure that the Lead Partner will deposit maximum amount, over and above the minimum stipulated INR 3,150 cr, before signing the Development Agreement. Apart from that within 30 days of signing of the Memorandum of Understanding, the selected Lead Partner shall deposit INR 100 crore in the escrow account and provide a bank guarantee of INR 400 crore.
- vi. Committee of Secretaries, appointed under the Chairmanship of Chief Secretary as per the Government Resolution dated 24th October 2008 (Ref. -5) , will have right to modify the tender terms and conditions and tender timelines.
- vii. Chief Executive Officer & Officer on Special Duty (CEO & OSD) of Dharavi Redevelopment Project/ Slum Rehabilitation Authority shall have rights to modify the timelines of the tender process and also to give extensions to the submission of the bid. However, such modifications shall be informed

to the Committee of Secretaries appointed under the chairmanship of the Chief Secretary.

- viii. In case of less than 3 tender proposals are submitted by the Bidders then tender timelines shall be extended for not more than 2 times. After that the received tenders shall be opened and financial bids of the eligible bidders shall be opened and evaluated. After such evaluation, for selection of the Lead Partner of the SPV Company, the approval of the Committee of Secretaries under the chairmanship of Chief Secretary shall be necessary.
2. In-lieu of 20% equity in the Special Purpose Vehicle Company, Dharavi Redevelopment Project/ Slum Rehabilitation Authority shall provide facilitation to the Special Purpose Vehicle Company as mentioned in the tender documents, give development rights of the Dharavi Notified area (excluding the excluded portion) to the SPV Company and invest INR 100 crore equity.
3. Looking at the importance of the redevelopment of the rehab and renewal component and for effective implementation of the Dharavi Redevelopment Project through Special Purpose Vehicle Company, Government hereby approve to declare this project as a vital public purpose project and the Special Project
4. After considering the above Special project status for this vital public purpose project following concessions have been approved:
 - 4a.
 - 1) Stamp duty payable on development agreement between the Lead Partner and the Dharavi Redevelopment Project/Slum Rehabilitation Authority and development rights given to the Special Purpose Vehicle Company has been exempted.
 - 2) Stamp duty payable on first sale of the residential and commercial properties by the Special Purpose Vehicle Company has been exempted.
 - 3) Stamp duty payable on first sale of any immovable properties by the Special Purpose Vehicle Company has been exempted.
 - 4) Stamp duty payable by the Dharavi Redevelopment Project/Slum Rehabilitation Authority and Special Purpose Vehicle Company on land acquisition in the Dharavi Notified area and any land acquisition for construction of transit tenements has been exempted.

Revenue and Forest Department shall issue necessary notifications in this regard.

- 4b. Reduced rates of property taxes as applicable for limited period for the rehabilitation and renewal projects under BrihanMumbai Municipal Corporation of (Municipal Corporation of Greater Mumbai Notifications V XVII 144 B and 144 D) shall be extended to the rehab and renewal residential tenements of the Dharavi Redevelopment Project area, constructed under rules 33(9)(A) and 33(10)(A) of section 33 of Development Control Rules, irrespective of the size of such tenements in the Project area.
- 4c. No property tax shall be levied on the transit tenements, in the Dharavi and in the Mumbai Metropolitan Region and on any transit tenements constructed by the Special Purpose Vehicle Company, land under construction and open land. 100% tax exemption will be applicable for a period of 7 years from the date of the agreement. After that only 50% tax exemption shall be applicable for limited time upto completion of project.
- 4d. Premium payable on fungible FSI and for relaxation of open space deficiencies shall be exempted for the Special Purpose Vehicle Company.
- 4e. Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project/Slum Rehabilitation Authority shall be fully empowered for interchanging of reservations in the Dharavi Notified area as applicable under Development Control Rules of Greater Mumbai. Consultation or approval of the BrihanMumbai Municipal Corporation will not be mandatory in this regard.

With regard to 4(b), 4(c), 4(d) and 4(e) above, Urban Development Department under Section 154 of the Maharashtra Regional and Town Planning Act, 1966 shall take action for issuance of special directions to implement the same.

- 4f. As per the prevailing industrial policies, the Industries, Energy and Labour Department shall formulate appropriate scheme for providing subsidy to the existing industrial units under rehabilitation in the Dharavi Notified Area who are ready to undertake technology upgradation and implement cleaner production measures.
5. As per the proposal submitted by the Dharavi Redevelopment Project/Slum Rehabilitation Authority for the Dharavi Notified Area, following modifications are hereby approved in the Development Control Rules 2014–2034 of Greater Mumbai:

- a. Any Transferable Development Rights (TDR) generated in the project can be used/sold by the SPV company in the Mumbai city as well in the Mumbai sub-urban districts.
 - b. In respect of those eligible occupiers on site who do not join the project willingly, the provisions laid down under Section 95A of MHADA Act, 1976, Development Control Rules no. 33 (9) and such other Acts / Rules /Regulations which are for the time being in force to be made applicable.
 - c. Infrastructure Development charges of INR 840/- per sq. mtr as per the approved Development Control Rules of Dharavi Redevelopment Project/Slum Rehabilitation Authority shall be applicable for the Dharavi Notified Area and such amount shall be fully retained with the Dharavi Redevelopment Project/Slum Rehabilitation Authority instead of provision as per the Development Control Rules 2034 regarding charging the infrastructure charges of 2% of the land rate as per ASR for FSI 1.00.
 - d. For the Dharavi Notified Area minimum distance between two buildings shall be kept as 12 m, as per the approved Development Control Rules 2012 of Dharavi Redevelopment Project/Slum Rehabilitation Authority, instead of as provided in the Development Control Rules 2034 wherein, minimum distance between two buildings is prescribed as 18 meters for buildings above certain heights as per rule 41(5).
6. Depot land available of Brihan Mumbai Electric Supply & Transport Undertaking and open land of Sewage Treatment Plant of Municipal Corporation of Greater Mumbai in the Dharavi Notified Area shall be handed over to the Dharavi Redevelopment Project/Slum Rehabilitation Authority. As per the master plan and after becoming available, alternative land shall be provided to them in the layout of the Dharavi Redevelopment Project, by the Dharavi Redevelopment Project/Slum Rehabilitation Authority.
 7. Considering the Special Project status, for reimbursement of state Goods and Services Tax paid by the Special Purpose Vehicle company on construction of rehabilitation and renewal tenements and state Goods and Services Tax paid by the industrial and commercial units will need approval of Goods and Services Tax Council and hence for which a proposal for approval shall be sent by Finance Department, Government of Maharashtra for the recommendation of the Goods and Services Tax Council. Only after approval of Goods and Services Tax Council, reimbursement of State Goods and Services Tax paid by the SPV Company shall

be reimbursable for the rehabilitation and renewal component including associated amenities and infrastructure for a period of 15 years from the date of signing of the Development Agreement. Further, reimbursement of State Goods and Services Tax paid by the Industrial and commercial units in the notified area shall be made applicable for a period of 5 years from the date of issuance of Occupation Certificate to such buildings.

8. For inclusion of land available with the Railways abutting Dharavi Notified Area, at Dadar-Matunga, of approximately 36.42 Ha. (90 acres land) as part of Dharavi Notified area and for making available land of 6.91 Ha. in and around Dharavi Notified area for construction of temporary transit tenements, special powers of formal correspondence, discussing in the meetings and taking decisions with the railways board vested with Central Government is being provided to the Additional Chief Secretary (Housing) and Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project.
9. During redevelopment of rehab and renewal component, SPV company will need transit tenements. Considering the same, following directions are being issued for transferring the transit tenements, plots and lands on lease to the Dharavi Redevelopment Project/Slum Rehabilitation Authority:
 - a. Transit tenements available in the Mumbai Metropolitan region, with the Shivshahi Punarvasan Prakalp Ltd., available transit tenements at Mahul and Deonar and any transit tenements constructed for Project Affected Persons available within 10 km region on rent of INR8000 per month per unit basis. (In this regard, Housing Department and Urban Development Department shall take necessary action.)
 - b. Tenements constructed under airport project and available within 10 km which is not proposed to be used for the airport project within next 5 years shall be handed over on rent of INR8000 per month per unit basis. (In this regard, Housing Department shall take necessary action.)
 - c. The salt pan land plot at Wadala bearing survey no 210 (Matunga aagar dadkhudai) and having developable area admeasuring approximately 47 acres shall be leased for a period of 10 years at a nominal rent of Re. 1 per year. Further, salt pan lands of around 20 Ha. available within 15 km shall be leased at nominal rent of Re. 1 per year. (In this regard, Revenue and Forest Department shall take necessary action.)

10. Eligibility of slum dwellers and renewal tenements in the Dharavi Notified Area shall be finalized based on Government Resolution of the Housing Department dated 16th May 2015 and 16th May 2018. The cost shall be taken from entitled Slum dwellers as per the Government Resolution of the Housing Department dated 7th September 2018. Eligible Beneficiaries, who are ready to pay cost, will get grant or credit linked subsidy under Prime Minister Awas Yojana (Urban) as per Housing for All upto 2022 policy of the Central Government and the Government Resolution issued in this regard by the Housing Department dated 9th December 2015. For availing subsidy, Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project shall submit such proposals in the necessary formats through the Prime Minister Awas Yojana (PMAY) cell under the Chief Executive Officer, Slum Rehabilitation Authority. The beneficiaries, who are ready to pay cost can avail credit linked subsidy through the banks in the area.
11. Approval is accorded for acquisition of non-slum open land of Government/semi-government and private through transferrable development rights by Dharavi Redevelopment Project/Slum Rehabilitation Authority, by giving consideration to land owners as per one of the following methods selected by the land owners. Equal to Transferrable Development Rights equivalent to the development rights attached to such land (as per the indexation of new ready reckoner rates) OR constructed area in the Dharavi Notified Area equivalent to 60% (FSI 1.33*60%) of the development rights attached to such land in the sale component .
12. Government/semi-government and private land which is having non-slum authorized structures/buildings shall be acquired along with the existing construction by providing 120% of the existing built-up area, However, such area shall not be less than 110% of the existing carpet area and not less than the carpet area (including fungible area) eligible under the renewal component.
13. Government/semi-government and private land under slum shall be acquired by providing Transferrable Development Rights (TDRs) equivalent to 25% of the development rights (indexation of Ready Reckoner rate on the date of acquisition) attached to such land.
14. All the powers given to the Chief Executive Officer of Slum Rehabilitation Authority under Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 has been delegated to the Chief Executive Officer & Officer on Special Duty of DRP/SRA by letter dated 14th November 2005. Based on such delegated powers, private land shall be acquired by the Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project.

15. To avoid delay in the implementation of the integrated development of the Dharavi Redevelopment Project through Special Purpose Vehicle Company, Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project /Slum Rehabilitation Authority shall have powers after discussing with the concerned state department to take action under Single Window Clearance, approval of integrated master plan and will have authority to issue approvals to any such proposals.
16. DRP/SRA shall be supported with dedicated police force for maintaining public law and order, security and for vacating and removing the occupants from the illegal construction. As per the provisions of Section 3 (B) and 3(D) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, the provision of such police force has been kept for Chief Executive Officer of the Slum Rehabilitation Authority and this special police force is being provided at present as per the directions of the Home Department. The police force that is being vested with Chief Executive Officer, Slum Rehabilitation Authority shall be made available, for the Dharavi Redevelopment Project to the Chief Executive Officer & Officer on Special Duty, Dharavi Redevelopment Project / Slum Rehabilitation Authority by the Chief Executive Officer, Slum Rehabilitation Authority.
17. For rehabilitation of slum on Government/semi-government institutions land under slum, developer has to pay land premium of 25% of Ready Reckoner rate as per the Government resolution of Urban Development Department dated 16th April 2008. However, for integrated redevelopment project to be implemented by the Special Purpose Vehicle Company, land Premium of 25% of Ready Reckoner rate as on Bid Due Date, shall be paid by the Special Purpose Vehicle Company in proportion to the issuance of the commencement certificate (C.C.) for sale component. In-lieu of which, Dharavi Redevelopment Project / Slum Rehabilitation Authority will surrender proportionate equity up to 8% to the Lead Partner.
18. As mentioned above the integrated development of all sectors under Dharavi Redevelopment Project is proposed under the Special Purpose Vehicle Company, in the present conditions, the directions issued under Section 3K of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 by the Government through Housing Department letter dated 21st May 2011 has been modified and the responsibility of implementation given to Maharashtra Housing & Area Development Authority for redevelopment of Sector 5 is hereby transferred to Dharavi Redevelopment Project. Maharashtra

Housing & Area Development Authority shall accordingly complete the process of handover of the Sector 5 to Dharavi Redevelopment Project.

19. Following special and designated powers are being given to the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project / Slum Rehabilitation Authority for redevelopment of slum occupied land of more than 200 acres:

- i) Deputy Collectors and other equivalent officers reporting to the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority shall be empowered as Competent Authority for creation of list of protected and un-protected slum dwellers (Certified Annexure – II as per Slum Act) as per the Government resolution dated 16th May 2015 and 16th May 2018, for slum redevelopment project. In this regard, rights to review first appeal shall be with the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority. The rights to review second appeal shall be with the Apex Complaint Redressal Committee.

For declaration of competent authority, Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority shall submit necessary proposal to Housing Department and Housing Department shall issue necessary notifications for declaration of competent authority from time to time.

- ii) Rights to declare project area as slum redevelopment area under Section 3(C), to give collective order of removal of slums in the project area under Section 3(D), the powers given under Section 33 and 38 to remove slum dwellers, who are opposing the scheme after issuance of collective orders as per the Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971, shall vest with the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority.

All the powers given to the Chief Executive Officer of Slum Rehabilitation Authority under Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 has been delegated to the Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority by letter dated 14th November 2005.

- iii) Powers given to Chief Executive Officer of Slum Rehabilitation Authority for acquisition of slum occupied private land as per the provisions of 14(1) of the Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 shall also vest with the Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority for the Dharavi Redevelopment Project.

All the powers given to the Chief Executive Officer of Slum Rehabilitation Authority under Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 has been delegated to the Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority by letter dated 14th November 2005.

- iv) After issuance of the collective order or individual order for vacating slum dwellers, the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of DRP/SRA shall be empowered to take administrative actions regarding shifting of slum dwellers in the transit tenements or payment of definite amount in-lieu of rent to slum dwellers.

All the powers given to the Chief Executive Officer of Slum Rehabilitation Authority under Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 has been delegated to the Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority by letter dated 14th November 2005.

- v) Chief Fire Officer reporting to the Chief Executive Officer of Slum Rehabilitation Authority/ Chief Executive Officer & Officer on Special Duty of the Dharavi Redevelopment Project / Slum Rehabilitation Authority shall be empowered to issue, as per the Development Control Rules of Greater Mumbai, the no objection certificate of the Fire Department of the Municipal Corporation of Greater Mumbai for land under slum with area more than 200 acres declared as vital public purpose project and for Dharavi Redevelopment Project.

This point shall be analysed by the Urban Development Department and issue necessary directions to the BrihanMumbai Municipal Corporation for providing on deputation necessary competent Officer of fire department for Dharavi Redevelopment Project.

- vi) The above powers of taking decisions shall be applicable for a period of 7 years from the date of issuance of notification of implementation of such project by the Government as a vital public purpose project. The powers to increase such period, as necessary shall vest with the Housing Department of the Government of Maharashtra.
20. For integrated development of Dharavi Notified Area through Special Purpose Vehicle Company, the staff required by the Dharavi Redevelopment Project shall be submitted in the form of a revised organisational structure to the Housing Department after taking approval of the authority. Looking at the nature of this Special project and also the urgency, as per the present organisational structure, the vacant positions in the Dharavi Redevelopment Project shall be filled immediately (especially of Revenue Services – Position 1 of Deputy Collector position) by deputation by the concerned department.
21. This Government Resolution is available on Government website www.maharashtra.gov.in and the number given to the resolution is 201811051700566709. The above order is being digitally signed and being issued.

By the order and in the name of the Governor of Maharashtra.

(Sanjay Kumar)

Additional Chief Secretary,

(Housing Department)

For Annexures please refer the Government Resolutions including amendments thereto.

Annexure IV: English translated copy of Government Resolution dated 28/09/2022

(Please note that the Government Resolution on the GoM website www.maharashtra.gov.in {No: 202209281331490209} in Marathi shall be considered as final document in case of any discrepancy.)

Implementation of Dharavi Redevelopment Project through Global Tender Process under Special Purpose Vehicle (SPV) Company Model after inclusion of terms and conditions for inclusion of Railway land transfer and also by providing additional Concessions for Project.

Government of Maharashtra

Housing Department,

Government Resolution Number: DhaPuPra-2022/ Sr.No. 87/ZoPaSu

Mantralaya, Mumbai: 400 032

Date: 28/09/2022

Read:

1. Government Resolution, Housing Department/No.: Zopuyo 2003/ Sr.No. 189/ZoPaSu – 1 A dated 4th February 2004
2. Government Resolution, Urban Development Department/No.: TPB-4304/322/ Sr.No. 56/04/UD-11 dated 9th March 2005
3. Order No. SRA/ENG/4770 dated 7th October 2005, 14th November 2005 and No. SRA/ADTP/DRP/232-A dated 3rd April 2006 issued by Chief Executive Officer, Slum Rehabilitation Authority, Mumbai.
4. Government Resolution, Housing Department/No.: Zopuyo-2007/ Sr.No. 54/ZoPaSu – 1 A dated 11th September 2007
5. Government Resolution, Housing Department/No.: Zopuyo-2008/ Sr.No. 88/ZoPaSu – 1 A dated 24th October 2008
6. Government Resolution, Urban Development Department/No.: TPB-4309/3499/ Sr.No. 83/09/UD-11, dated 25th June 2009
7. Government Letter, Housing Department/No.: DhaPuPra-2009/ Sr.No. 112/ZoPaSu – 1 A, dated 21st May 2011

8. Government Resolution, Housing Department/No.: DhaPuPra-2012/ Sr.No. 57/ZoPaSu dated 5th September 2012
9. Government Resolution, Housing Department/No.: Jhopupr-2012/ Sr.No. 133/ZoPaSu dated 4th February 2013
10. Government Resolution, Housing Department/No.: Jhopudho-1001/ Sr.No. 125/14/ZoPaSu – 1 dated 16th May 2015
11. Government Resolution, Housing Department/No.: PraAaYo-2015/ Sr.No. 110/Grunidho-2 (cell) dated 9th December 2015
12. Government Resolution, Housing Department/No.: Zopudho-0810/ Sr.No. 96/2018/ZoPaSu – 1 dated 16th May 2018
13. Government Resolution, Housing Department/No.: Zopudho-0810/ Sr.No. 96/2008/ZoPaSu – 1 dated 7th September 2018
14. Decisions taken by the Cabinet in its meeting held on 16th October 2018, point no.8.
15. Government Resolution, Housing Department/No.: DhaPuPra-2018/ Sr.No. 90/ZoPaSu dated 5th November 2018
16. Government Resolution, Housing Department/No.: DhaPuPra-2018/ Sr.No. 90/ZoPaSu dated 28th May 2019
17. Government Resolution, Housing Department/No.: DhaPuPra-2020/ Sr.No. 82/ZoPaSu dated 5th November 2020
18. Government Resolution, Housing Department/No.: Sankirna-2022/ Sr.No. 113/Grunibhu dated 15th September 2022
19. Decisions taken by the Cabinet Ministers in its Cabinet Meeting held on 21st September 2022.

Background:

Housing Department, Government of Maharashtra (GoM), vide its Government Resolution dated 04.02.2004, has decided to redevelop Dharavi as a comprehensive integrated development project. As per Urban Development Department's Notification dated 9th March, 2005 Slum Rehabilitation Authority has been appointed as a "Special Planning Authority" (SPA) for implementation of Dharavi Action Plan for Dharavi area. Housing Department, Government of Maharashtra vide its Government Resolution dated

11th September, 2007, has declared Dharavi Redevelopment Project as a “Vital Public Project”. Although, cutoff date for Slum Rehabilitation Scheme is 01.01.1995, for Dharavi Redevelopment Project it is kept as 01.01.2000 being a “Vital Public Project” as a Special Rehabilitation Policy. Housing Department, Government of Maharashtra (GoM), vide its Government Resolution dated 04.02.2004 has established a Committee of Secretaries under the Chairmanship of Chief Secretary, GoM for taking policy decisions as regards implementation of the Dharavi Redevelopment Project and vide Housing Department Government Resolution dated 24th October 2008, the said Committee of Secretaries has been expanded and reorganised. For taking policy decisions on Dharavi Redevelopment Project, the proposals are submitted by Chief Executive Officer & Officer on Special Duty, Dharavi Redevelopment Project to the Committee of Secretaries and as per the directions of the Committee of Secretaries, further actions are taken.

2. Earlier, there were 4 sectors in the Dharavi Redevelopment Project. Vide notification of Urban Development Department/GoM, dated 25th June 2009, Sector 5 (close to Bandra-Kurla) was included in the Dharavi Redevelopment Project and area of the same was declared as “Special Planning Authority”.

3. As per the directions given by Government, under the provisions of Section 3k of the Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971, the responsibility of developing Sector 5 of Dharavi Redevelopment Project was vested with Maharashtra Housing and Area Development Authority (MHADA) on 21st May 2011. Based on that MHADA has initiated the redevelopment work for rehabilitation of the slum dwellers. MHADA has constructed 358 residential units of 300 sq.ft. each and have completed the resettlement of the slum dwellers in these constructed units. Apart from that construction of 672 residential units is under progress and building plans have been approved for 687 residential units.

4. For integrated redevelopment of Dharavi Redevelopment Project, multiple time efforts were made since 2004-05. Global tenders were also called in 2016, after approval of the Committee of Secretaries. Despite multiple modifications in the tender process, there

was no response to the tender. Based on the experience of earlier tenders, it has been noticed that there are multiple difficulties in the development of Dharavi such as height restriction due to closeness of Airport, high density of slums, issues of non-eligibility of slum dwellers, excluded areas in the project, mixture of slum and renewal tenements, private land, industrial and commercial structures, etc. and hence there is a need for integrated planned development of Dharavi Redevelopment Project area. Housing Department, Government of Maharashtra (GoM), has issued Government Resolution dated 05.11.2018 as per above referred subject no. 15, based on the decision of Cabinet Meeting dated 16.10.2018 for integrated redevelopment of Dharavi Redevelopment Project through Special Purpose Vehicle Company after giving various concessions for the project.

5. Based on the Government Resolution dated 05.11.2018, DRP/SRA had called for proposals through international competitive bidding for selection of Lead Partner for redevelopment of Dharavi on 28th November 2018. However, terms and conditions of Memorandum of Understanding entered with railways on 03.03.2019 regarding transfer of railway land was not included in the tender issued on 28th November 2018, therefore, based on the opinion of the Hon'ble Advocate General, Government of Maharashtra, Committee of Secretaries in its meeting dated 27th August 2020, after considering all aspects of the opinion of Hon'ble Advocate General and after detailed discussions and deliberations decided to terminate the tender process initiated on 28th November 2018 and also to call for fresh Bids. The decision of the Committee of Secretaries was confirmed by Cabinet on 29th October 2020. Based on same Housing Department, GoM, issued a Government Resolution dated 5th November 2020 for cancellation of the tender process initiated on 28th November 2018 and issued instructions to DRP/SRA for inviting fresh tenders after necessary modifications. Against the decision of the State Government, the highest Bidder has filed a writ petition in the Hon'ble High Court. But, Hon'ble High Court has not yet passed any stay order on invitation of fresh tenders.

6. After inclusion of railway land of approximately 47.37 acres, modifying certain terms and conditions in the tender documents and giving additional concessions considering the

recent pandemic situation of N-Covid 19 and the recession in the real estate market, Cabinet has approved to invite fresh tenders for Dharavi Redevelopment Project, in its Cabinet meeting dated 21/09/2022.

Based on all the above, Government has taken following decisions:

Government Resolution:

1) The Government Resolution issued by Housing Department No.: Sankirna-2022/Sr.No. 113/Grunibhu dated 15th September 2022 (reference no. 18), as regards cancellation of the Government Resolution dated 5th November 2018 (reference no. 15) about integrated redevelopment of Dharavi by combining Sector 1 to 5 through Special Purpose Vehicle Company and giving special rights, stands cancelled.

2) Approval is accorded to the tender documents with modified terms and conditions as per this Government Resolution and Government Resolution dated 5th November 2018 for integrated development of Dharavi Redevelopment Project through Special Purpose Vehicle Company along with the modified timelines for implementation of the Project. Approval is also accorded to Dharavi Redevelopment Project/Slum Rehabilitation Authority for inviting proposals through fresh tender process and implementation of the project, after inclusion of the terms and conditions of Railway Land Development Authority for transfer of railway land and additional concessions as per this Government Resolution and doing necessary changes in the tender documents.

3) Approval is accorded to the Memorandum of Understanding signed between Railway Land Development Authority and Dharavi Redevelopment Project/Slum Rehabilitation Authority dated 03.03.2019.

1. Approval is accorded for inclusion of land area under the ownership of railways and inside the Dharavi Notified Area and as demarcated in Annexure - 1 (approximately 6.26 Ha) and any additional land, if any given by Railways, in the Dharavi Redevelopment Project Area. Accordingly, Urban Development

Department, Government of Maharashtra should take necessary action and issue the notification.

2. Approval is accorded for inclusion of land area under the ownership of railways and adjacent to the Dharavi Notified Area and as demarcated in Annexure – 2 (approximately 12.91 Ha) and any additional land, if any given by Railways, in the Dharavi Notified Area and as part of Dharavi Redevelopment Project area. Accordingly, Urban Development Department, Government of Maharashtra should take necessary action to declare DRP/SRA as the planning authority for such areas and issue the necessary notification.
 3. Railway Land Development Authority (RLDA) and DRP/SRA shall finalize the cost towards the railway land after discussion. It will be mandatory on the Bidders to accept the finalized cost.
 4. CEO & OSD of DRP/SRA will be authorized to finalize the terms and conditions of the Definitive Agreement between RLDA and DRP/SRA and also sign to the Definitive Agreement.
 5. The responsibility of getting railway land transferred from RLDA after finalization of Definitive Agreement will lie on the Special Purpose Vehicle Company.
- 4) Following amendments are being done to the point number 7 of the Government Resolution dated 5th November 2018 regarding GST:

Considering the Special Project status, State Government through Finance Department will reimburse as incentive, state Goods and Services Tax paid by the SPV Company, on construction of rehabilitation and renewal tenements including associated amenities and infrastructure for a period of 15 years from the date of signing of the Development Agreement. Further, Housing Department shall make necessary budget provision as per the demand from the DRP/SRA. DRP/SRA shall verify the demand of the SPV

Company along with the proof of Goods and Services Tax payment made by the SPV Company. Based on such verification, Housing Department shall avail such funds from the Finance Department and transfer to DRP/SRA. DRP/SRA shall pay to SPV Company such availed funds within 6 months of the next Financial Year.

Also State Government through Finance Department will reimburse state GST paid by the industrial and commercial units as incentive, for a period of 5 years from the date of issuance of Occupation Certificate to such buildings. Further, Housing Department shall make necessary budget provision as per the demand of the DRP/SRA. DRP/SRA shall verify the demand of the industrial and commercial units along with the proof of GST payment made by them. Based on such verification, Housing Department shall avail such funds from the Finance Department and transfer to DRP/SRA. DRP/SRA shall pay to respective industrial and commercial units such availed funds within 6 months of the next Financial Year. However, areas of Industrial/ Commercial units shall be clearly demarcated with infrastructure as required for such areas.

For above matter, Finance Department, Government of Maharashtra should take necessary action and issue the notifications.

5) Following clauses shall be added to the concessions as regard Transferable Development Rights given under point number 5(1) of the Government Resolution dated 5th November 2018:

1. Transferable Development Rights will not be indexed during utilization(No Indexation).
2. The admissible TDR as per column 6 of the Table 12 of DCPR 2034 under Part V Floor Space Index (Regulation 30), utilization of minimum 50% of admissible TDR generated from Dharavi slum redevelopment scheme, shall be compulsory. Such TDR generated from Dharavi shall be used first before utilization of any other TDR. Further, this provision, shall override any other contradictory provisions related with the TDR.

6) Following additional point no. 5 (5) in the point no 5 of the Government Resolution dated 5th November 2018 shall be added:

Under regulation 33(10)(A) & 33(9)(A) of DCPR 2034, FSI that which will be utilized shall be 4.00 or total of rehabilitation FSI BUA, renewal FSI BUA and incentive FSI BUA, whichever is higher shall be considered.

For this issue Urban Development Department, Government of Maharashtra should take necessary action and issue notifications.

7) Following modification has been incorporated in point 9(3) of the Government Resolution dated 5th November, 2018:

Proposal shall be sent by DRP/SRA to Ministry of Commerce, Government of India for lease of 99 years for the salt pan land plot at Wadala. Affordable Rental Housing on such lands shall be constructed which are outside Dharavi. Based on consideration agreed in line with the Government Resolution dated 5th November 2018, it will be the responsibility of the Special Purpose Vehicle Company to pay appropriate compensation to Ministry of Commerce, Government of India. Government of Maharashtra or DRP/SRA will not be responsible, in case such salt pan land is not included in the project.

8) For slum rehabilitation and urban renewal in the Dharavi Redevelopment Project, land Premium of 25% of Ready Reckoner rate shall be applicable for the entire Dharavi Redevelopment Project area irrespective of the present usage, and irrespective of the ownership of the land. Land Premium of 25% of Ready Reckoner rate as on Bid due Date shall be paid by the SPV Company to the DRP/SRA in proportion to the issuance of the commencement certificate for sale component. In-lieu, DRP/SRA from their 20% equity will surrender proportionate equity upto 8% in proportion to the issuance of the commencement certificate.

9) For accommodating non-eligible tenements in Dharavi and for accommodating slum dwellers in Dharavi, as per Government Resolution dated 7th September, 2018 those who are not in a position to pay such cost, Rental Housing Scheme shall be implemented:

1. Tenements / units under Affordable Rental Housing scheme shall be constructed by the SPV Company as per the provisions of the 33(10)(A) and proper carpet areas as per demand and as finalized by DRP/SRA. Rental houses constructed by the SPV Company shall be handed over free of cost to DRP/SRA. DRP/SRA shall collect rent as per the prevailing practices of Government/MHADA, to SPV Company 1.33 times such BUA constructed under such Rental Housing shall be allowed as incentive sale FSI. For the purpose of the SPV Company such construction will be treated as construction of rehabilitation under 33(10)(A) and land premium shall be payable on such land at the rate of 25% of the ready reckoner rate at the time of acceptance of the Bid on all such land to DRP/SRA. In case, land is purchased by the SPV Company, then premium at the rate of 10% of ready reckoner rate at the time of acceptance of the Bid shall be payable by the SPV Company.
 - a. Slum dwellers who are to be rehabilitation by payment of transfer fee as per Government Resolution dated 7th September 2018 and those who are not in a position to pay such amount, option is given as per Rental Housing Scheme, shall have option in future to purchase from DRP/SRA the rental house (hire purchase) by payment of cost of construction, indexed to (Wholesale Price Index) WPI rate from the date of OC.
 - b. Non-eligible slum dwellers shall have option to purchase the rental house (hire purchase) from DRP/SRA by payment of cost of construction inclusive of value of land, indexed to WPI rate from the date of OC. However, such cost of houses shall not be more than 130% of prices of houses arrived under (a) above.

The purchasers under hire-purchase as mentioned above will get benefits under Prime Minister Awas Yojana or any other housing scheme of Government of India or Government of Maharashtra prevailing at that time.

2. Approval is accorded to construct and sale the housing units developed to non-eligible slum dwellers who are ready to pay cost of construction including land value, on the land/lands procured by the SPV Company, as per the Government Resolution No. Praaayo-2017/Sr.No.95/Grunidho-2 of housing Department dated 11th September 2018, as per the provisions of 33(10)(A) of DCPR 2034 of carpet areas as per demand. Such plot procured by the SPV Company shall be preferably within 10 km radius of the Dharavi Notified Area.
3. DRP/SRA is being appointed as the Special Planning Authority for all such areas.
4. The authority for deciding the carpet areas, cost of construction and rents to be paid shall vest with CEO & OSD, DRP/SRA. DRP/SRA shall be authorized to form suitable detailed framework and policy for above.
5. Further, tenements constructed for the project affected people in the vicinity of airport as well as the nearby wards shall be transferred to DRP for Rental housing, for non-eligible tenements under PMAY and for rehab tenements.
6. For rental houses and on such lands all the concessions will be applicable under 33(9)(A) and 33(10)(A) as per Government Resolution dated 05/11/2018 and this Government Resolution.

On the above, Urban Development Department shall take necessary steps and issue notifications.

10) SPV Company will be exempted from payment of Betterment Charges, Development Charges, scrutiny charges and staircase premium. There is no need for payment of Layout Deposit.

Charges are provided for payment of Betterment Charges under Section 354- UA of Chapter XII-A of BMC Act, 1888, Development Charges under Section 124A of MR&TP Act 1966, scrutiny charge under Section 42f(iv) of MR&TP Act 1966 and staircase premium under Section 31(1) of DCPR 2034.

Accordingly, Urban Development Department, Government of Maharashtra should take necessary action and issue the notification.

11) DRP/SRA shall send proposals to Central Government for the following:-

1. To accord extension of Prime Minister Awas Yojana programme for Dharavi Redevelopment Project upto 2037.
2. Regarding giving Infrastructure Status to the Special Purpose Vehicle Company under section 80 –IA of the Income Tax Act for availing benefits of concessions in income tax.
3. For speedy clearances from Central Government Departments following proposals shall be sent to Central Government
 - a. CEO & OSD of DRP/SRA will verify that all the norms set by Ministry of Environment and rules of Civil Aviation have been followed and will send the proposal for approval for entire integrated layout to Departments of Environment and DGCA.
 - b. If within 30 days no intimation / deviation are received by concerned Central Govt. Departments to DRP/SRA, then CEO & OSD shall have right to give instructions for starting the construction considering deemed approval.

12) Approval is accorded to the draft of State Support Agreement as annexed in Annexure – D. On behalf of the State Government, Chief Secretary, Government of Maharashtra shall sign the State Support Agreement.

13) Commercial areas upto 10% of the rehab and renewal residential FSI area shall be constructed on floors excluding on Ground and first floor in rehabilitation and renewal buildings and Societies will have rights to lease such commercial areas on lease. The ownership rights of such commercial areas shall vest with DRP/SRA. SPV Company shall have rights to construct and sell 1.33 times the sale FSI on such additional FSI areas. **In this regard, Urban Development Department, Government of Maharashtra should take necessary action and issue the notifications.**

14) By using land of BMC of Sewage Treatment plant and Dharavi Bus Depot and by construction of sewage treatment plant with advanced technology and modern bus depot, balance land and upper floors shall be used by the SPV Company for Dharavi Redevelopment Project. The compensation to BMC shall be paid as per the Government Resolution dated 5th November, 2018. **In this regard, Urban Development Department, Government of Maharashtra should take necessary action and issue the necessary notifications.**

15) Provisions shall be included in the tender documents for extensions of period of various concessions approved under the Government Resolution dated 5th November 2018 and this Government Resolution to the extent of periods of any Force Majeure events.

16) The Chief Executive Office & Officer on Special Duty, DRP/SRA will be the non-executive Chairman of the SPV Company. However, Government of Maharashtra have authority a person having experience in urban planning and housing of atleast 10 years out of total 20 years experience, as the non-executive Chairman of the Company.

17) CEO & OSD of DRP/SRA is authorized to appoint a bid management consultant through the tender process.

18) It will be mandatory for all concerned departments to issue all the notifications/Government Resolutions within 15 days from the date of issuance of this Government Resolution.

- 1) **Revenue and Forest Department** : Stamp Duty Exemption as mentioned in the point numbers 4(A)(1) and 4(A)(4) of Government Resolution dated 5th November 2018.
 - 2) **Urban Development Department** : Property tax exemption, exemption of premium against open land deficiency, concessions given in the provisions of DCPR 2034, for sale /usage of generated TDR without indexation, mandatory first usage and minimum 50% usage of Dharavi TDR, Permission for FSI of 4.00 or as required under total of rehabilitation and renewal construction along with sale FSI, whichever is more, exemptions for betterment charges, exemption for development charges, exemption for scrutiny charges, exemption from payment of staircase premium, additional 10% construction for commercial development in rehab and renewal building.
 - 3) **Industry, Energy and Labour Department**: subsidy for undertaking technology up-gradation and for implementation of cleaner production measures by the industrial units as mentioned in the point numbers 4(f) of Government Resolution dated 5th November 2018.
 - 4) **Finance Department** : 15 year GST reimbursement to SPV Company for rehabilitation and renewal construction and 5 year GST reimbursement to industrial and commercial units from the date of Occupation Certificate for such buildings.
- 19) This Government Resolution being issued along with Annexure 1 to 5.

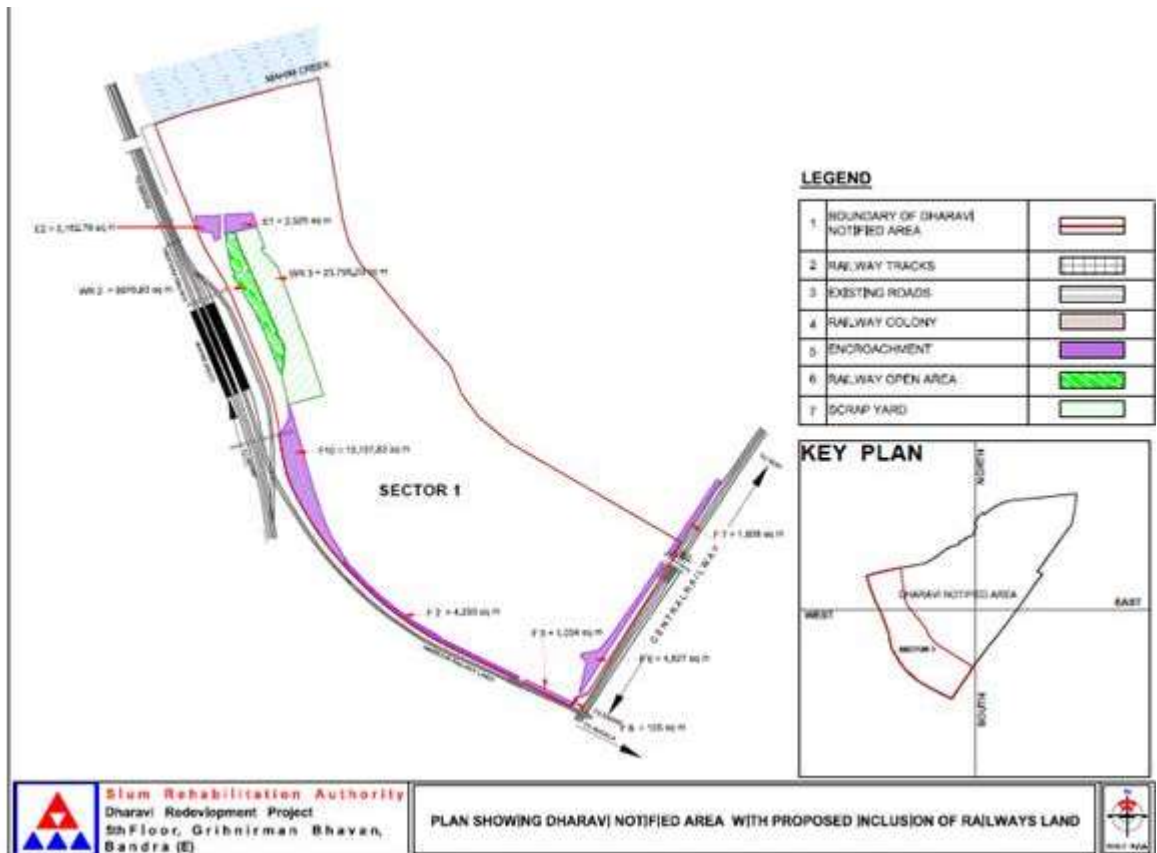
This Government Resolution is available on Government website www.maharashtra.gov.in and the number given to the resolution is 202209281331490209. The above order is being digitally signed and being issued.

By the order and in the name of the Governor of Maharashtra.

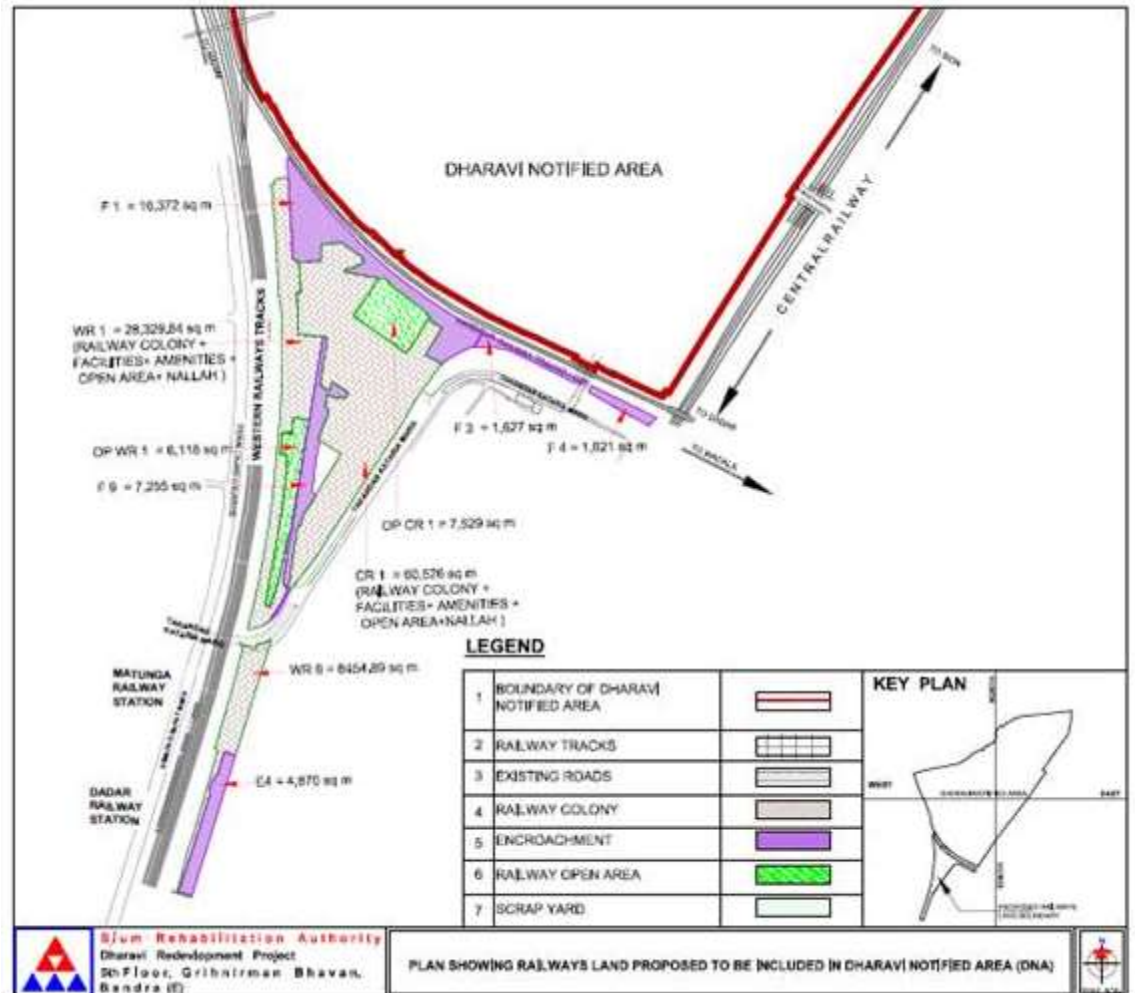
(Milind Mhaskar)

Principal Secretary, Government of Maharashtra

Annexure – A : Land area under the ownership of railways and inside the Dharavi Notified Area for inclusion in the Dharavi Redevelopment Project area (approx. 6.26 Ha)



Annexure – B: Land area under the ownership of railways and adjacent to the Dharavi Notified Area for inclusion in the Dharavi Notified Area and as part of Dharavi Redevelopment Project area (Approx. 12.91 Ha).



Annexure – C: Modifications to the Tender Eligibility and tender conditions issued on 28th November 2018

Sr. No.	Provision as per the tender issued on 28 th November 2018	Approved modifications in the tender conditions
1	The number of Consortium members should not exceed Eight.	The number of Consortium members should not exceed Two.
2		<p>Addition to the submission of Approach and Methodology by the Bidder:</p> <ul style="list-style-type: none"> • Bidder to submit Perspective Plan of Dharavi after redevelopment enabling occupations and character mainly reflecting multicultural identity of Dharavi and showcasing/reflecting historic identity and showcasing Urban Design features along with International Class Street furniture. • Plan should have Community identity and social inclusion with Sustainable practices. It should have Vision for Dharavi and Broad perspective of development and strategies of development • Cluster development and separate identity of each cluster • Harmonious integration with surrounding areas and infrastructure especially BKC • Smart city solutions and strategies to be adopted. It should have open spaces as per the Planning standards • Harmonious integration with nearby open spaces, Mithi river area and surrounding areas. • The comprehensive integrated Master Plan shall adhere to the

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Sr. No.	Provision as per the tender issued on 28 th November 2018	Approved modifications in the tender conditions
		Planning standards as approved in the Development Plan of Dharavi Notified Area
3	Lead Member along with other Consortium Members shall satisfy the Financial Eligibility	Lead Member and Technical Consortium Member shall separately satisfy the Financial Eligibility.
4	The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the SPV Company, shall not be less than 51% (fifty one percent), at all times till the "Lock-in Period" as mentioned in the Development Agreement.	<p>The aggregate equity shareholding of the Lead Member of the Selected Bidder in the SPV Company shall not be less than 51%.</p> <p>The aggregate equity shareholding of the Consortium Member satisfying Technical Eligibility shall be minimum 26% in the SPV Company.</p> <p>Lead Member along with Consortium Member satisfying Technical Eligibility shall hold minimum 80% equity of the SPV Company till 2 years from the date of issuance of Commencement Certificate for the first phase of the Project. After which, Lead Member along with Consortium Member satisfying Technical Eligibility shall hold minimum 51% equity of the SPV Company till the completion of rehabilitation, renewal, amenities and infrastructure. (hereinafter referred to as "Lock-in Period"). Lock-in period of equity investment shall not apply for transfer of equity in the companies under the same management, provided eligibility criteria as mentioned in the tender documents is not getting vitiated due to such transfer</p>
5	<p>Financial Eligibility to be satisfied by the Bidder:</p> <p>The Bidder and its Consortium Members are required to show proof of funds of minimum of INR 10,000 crore or equivalent US Dollars in the form of:</p> <p>a. Networth and/or Letter of Credit</p>	<p>Financial Eligibility to be satisfied by the Lead Member of the Consortium:</p> <p>The Bidding Company /Lead Member of the Consortium shall have minimum Consolidated Networth of INR 20,000 crore as per the latest balance sheet and such balance sheet shall not be earlier</p>

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Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
	<p>Limits OR</p> <p>b. Cash Reserves and/or Bank Deposits.</p> <p>The proof of funds shall be certified by Auditors / banks.</p>	<p>than 31st March 2022.</p> <p>In case of a Consortium, the Technical Consortium Member shall have minimum Networth of INR 2,000 crore as per the latest balance sheet and such balance sheet shall not be earlier than 31st December 2019.</p> <p>The networth shall be certified by the Statutory Auditors of the Bidding Company/Lead Member/Technical Consortium Member.</p> <p>Bidding Company/ Lead Member and the Technical Consortium Member including their subsidiaries shall not be in the list of wilful defaulter. Self-declaration in this regard shall be provided in the Consortium Agreement.</p>
6	<p>In computing the Financial Capacity, Financial Capacity of their respective Subsidiaries (more than 50% equity) would also be considered.</p>	<p>In computing the Financial Capacity, the Financial Capacity of their respective Subsidiaries (more than 50% equity) or holding companies (having more than 50% equity in the Bidding Company/ Lead Member) would also be considered.</p>
7	<p>Technical Eligibility to be satisfied by the Bidder:</p> <p>The Bidder shall have Total experience in the development/construction of real estate projects shall not be less than 25 million sq. ft. in the last 7 years.</p> <p>Such Bidding Company /Consortium should have held a minimum of 26% equity.</p> <p>In case of a Consortium, the combined Technical Capacity of Consortium Members will be considered, however, Consortium Members satisfying the Technical Capacity shall have firm</p>	<p>Technical Eligibility to be satisfied by the Bidding Company/Consortium:</p> <p>The Bidding Company/ Technical Consortium Member shall have total experience in the development of real estate projects of not less than 6 million sq. ft. in the last 7 years and for which Occupation Certificate or equivalent should have been received.</p> <p>In case of a Consortium, Lead Member shall have total experience in the development of real estate projects of not less than 1.4 million sq. ft. in the last 7 years and for which Occupation</p>

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
	Consortium Agreement on the roles and responsibilities allocated on such Consortium Partners.	Certificate or equivalent should have been received. While satisfying the Technical eligibility, the Bidding Company/ Consortium (including holding company/subsidiary company) should have held more than 50% equity in such eligible project.
8	<p>Bid Criteria:</p> <p>The amount that the Lead Partner of the SPV Company is ready to bring in the SPV Company before signing the Development Agreement. Such amount shall be more than INR 3,150 crore.</p>	<p>Bid Criteria:</p> <p>The amount that the Lead Partner of the SPV Company is ready to bring in the SPV Company as per the terms and conditions of the tender documents. Such investment shall be more than INR 1,600 crore and shall be in the following stages:</p> <ol style="list-style-type: none"> a. 20% before signing of Development agreement b. 20% on submission of Integrated Master Plan c. 20% on submission of Annexure II for first phase of the Project, for verification to DRP/SRA d. 30% on issuance of commencement certificate for 1st phase of the project and not less than total cumulative 90% of the Price Bid amount e. 10% on commencement of construction towards infrastructure facilities <p>It shall be noted that irrespective of the Price Bid submitted and the payment stages mentioned herewith, any additional amount required for the Project shall be invested by the SPV Company as and when such need arises.</p>
9	<p>Project completion timelines and damages</p> <p>Rehabilitation, Renewal, Amenities and</p>	<p>Project completion timelines and damages</p> <p>Rehabilitation, Renewal, Amenities and</p>

Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
	<p>infrastructure component shall be completed within 7 years from the date of signing of the Development Agreement and Shareholders' Agreement.</p> <p>Clarifications to Pre-bid: SPV Company shall pay any damages suffered by the DRP/SRA and/or Government of Maharashtra and as per the prevailing laws, rules and regulations.</p>	<p>infrastructure component shall be completed within 7 years from the date of issuance of the Commencement Certificate for the first phase of the Project.</p> <p>The damages to be paid by the SPV Company to the DRP/SRA, due to delay by the Lead Partner /SPV Company and not attributable due to Force Majeure or due to DRP/SRA/Govt. in completion of rehab/ renewal / amenities/ infrastructure within a period of 7 years shall be INR 2 crore per annum and part thereof in addition to :</p> <ul style="list-style-type: none"> a) Damages as prescribed by MahaRERA/ any court of law b) Damages payable by DRP/SRA to any third party <p>However, no damages shall be payable by either Party, in case such delay in Project completion was due to Force Majeure events or due to any judicial orders. The acceptance of both the Parties of the Force Majeure event and the start and end time, shall be sufficient for extension in the completion date. However, any statutory Damages as prescribed by MahaRERA/ any court of law or payable by DRP/SRA to any third party due to such delay will have to be paid by the SPV Company.</p>
10		<p>Addition to Scope of Work of SPV Company under clause : Industrial/ Commercial areas shall be clearly demarcated with infrastructure as required for such area.</p> <p>Branding and naming rights of the Sale component shall be with the SPV</p>

Sr. No.	Provision as per the tender issued on 28 th November 2018	Approved modifications in the tender conditions
		<p>Company.</p> <p>Any sale/lease of constructed units by the SPV Company will be along with the leasehold rights of the land. However, for railway land, the provisions of the Definitive Agreement will be applicable.</p>
11	<p>Facilitation by DRP/SRA in clause 1.2 of Draft Development Agreement</p>	<p>Addition in the clause no1.2 of Draft Development Agreement in Facilitation by DRP/SRA:</p> <p>Timelines for completion of facilitation will be mutually agreed between DRP and Lead Partner. DRP will complete their obligations on the best effort basis. However, there will not be any financial obligation on DRP due to such delay.</p>
12		<p>Additional Point:</p> <p>DRP/SRA has paid INR 800 cr to RLDA. Additional amount depending on the land being transferred to DRP/SRA will be paid (Total INR 1000 cr for 45 acres land and proportionate higher amount towards such higher areas) by DRP/SRA. The SPV Company shall pay to DRP/SRA, the payments made by DRP/SRA, including any cost incurred and interest thereon required to be paid by DRP/SRA, in following stages:</p> <ul style="list-style-type: none"> • INR 500 crore at the time of signing of the Development Agreement • Balance amount as per the land area and payments made by DRP/SRA, including any cost incurred and interest thereon required to be paid by DRP/SRA, within 1 year from the date of

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Sr. No.	Provision as per the tender issued on 28th November 2018	Approved modifications in the tender conditions
		<p>signing the Development Agreement.</p> <p>Apart from above, the SPV Company shall indemnify Government of Maharashtra for payment of INR 2,800 crore (or any proportionate higher amount as per the additional land being given by RLDA), and shall be responsible for payment of such amount as per the Definitive Agreement that will be entered between DRP/SRA and RLDA.</p>

Annexure – D: Draft of State Support Agreement

DRAFT STATE SUPPORT AGREEMENT

THIS STATE SUPPORT AGREEMENT is entered on this [■] day of the month of [■] in the year 2022

BETWEEN

1. The GOVERNOR OF THE STATE OF MAHARASHTRA acting through the Chief Secretary, Government of MAHARASHTRA (hereinafter referred to as the "State Government" or "GoM" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes) of the FIRST PART;

AND

2. DHARAVI REDEVELOPMENT PROJECT/SLUM REHABILITATION AUTHORITY (hereinafter referred to as "**DRP/SRA**" or the "**Authority**", which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Authority and its successors in office), a statutory authority constituted by the Government of Maharashtra in pursuance of Section 3A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (Maharashtra Act No. XXVIII of 1971) (the "**MSA (ICR) Act, 1971**") as the Special Planning Authority (SPA) of the area under Sub-section 1 (b) of Section 40 of M.R. &T.P. Act, 1966. and having their office at Griha Nirman Bhavan, 5th Floor, Bandra, (East), Mumbai 400 051 through its Chief Executive Officer and Officer on Special Duty (CEO and OSD), DRP/SRA, being the party of the SECOND PART;

The "**State Government**" and "**DRP/SRA**" or "**Authority**" are hereinafter referred to as "Party" individually and "Parties" collectively.

WHEREAS:

- A. The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. SRA/2003/C. No.-189/Slum-1A dated 04.02.2004, had decided to redevelop Dharavi as a comprehensive integrated development project with the introduction of an innovative concept of using land as a resource for rehabilitation of slum dwellers by allowing the developer to have Floor Space Index (FSI) of four for Rehab and Renewal component and free sale built-up area in the open market and the said scheme is particularly known as "**DHARAVI REDEVELOPMENT PROJECT**" (herein after referred to as "**DRP**") **AND** it had been decided to develop through private sector participation having boundaries as mentioned

under B below and as prescribed more specifically in Annexure 1 hereunder and hereinafter referred to as the said Larger Property which is encroached upon by the slum-dwellers and also the non-slum areas declared as undeveloped area by the Government of Maharashtra and more particularly known and referred as “**DHARAVI**”, **WHEREIN** Renewal (as specified under Urban Renewal Scheme) and Redevelopment of buildings, Chawls, tenanted properties, etc. within Dharavi Notified Area belonging to Municipal Corporation of Greater Mumbai (MCGM), Rajiv Gandhi Zopadpati Sudhar and Niwara Prakalp (RGNP), Maharashtra Housing and Area Development Authority (MHADA) and private owners under Urban Renewal Schemes as specified in Regulation 33 (9)(A) had been decided to be undertaken by DRP/SRA in accordance with the guidelines laid down in Appendix XXIV of Development Control Regulations, 1991 of Greater Mumbai appended to DCR No. 33 (9) (A) and slum areas occupied by slum dwellers are to be developed under Appendix IV (A) appended to DCR No. 33 (10) (A) sanctioned by Government of Maharashtra on 25 January 2012 together hereinafter referred as “**DCR**”, **AND** such land includes approximately 24.62 hectares of private lands to be acquired within Sector 1 to Sector 4 as shown on the plan in Annexure 4 and the area for this sector as specified in Annexure 4 herewith and **EXCLUDES** private properties already developed or in the process of development and land belonging to Railways and Central Government and the land under Slum Rehabilitation Schemes in either completed or in progress within DNA and as specifically marked as excluded properties as shown on the plan in Annexure 3, **Provided** any excluded area desires to be included in the Project Area and to become part of integrated development to be carried out by developer/s appointed for execution of redevelopment plan to be included after due permission of DRP.

- B.** Accordingly, Government in Urban Development Department (UDD) had notified the lands admeasuring approximately 178.30 Ha bounded on or towards North by Sant Rohidas Marg (Sion-Bandra Link Road), on or towards North-West by Mithi River (Creek)/Mahim Creek, on or towards North-East by Junction of Sant Rohidas Marg and L.B.S. Marg, on or towards East by Central Railway Tracks, on or towards South-East, West and South-West by Western Railway Harbour Tracks as the Dharavi Notified Area (DNA) under its notification no. TPB 4034/322/CR-56/04/UD-11, dated. 09.03.2005 and had appointed Slum Rehabilitation Authority (SRA) a statutory authority constituted under Section 3A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, as the Special Planning Authority (**SPA**), under Sub Section 1 (b) of Section 40 of the Maharashtra Regional & Town Planning Act, 1966 (hereinafter the MR&TP Act) to facilitate Slum Rehabilitation Schemes for planning and redevelopment of all parts and parcels of the land / plots of the land declared as part of the said Dharavi Redevelopment Project and hereinafter referred to as **Dharavi Notified Area (DNA)** and more particularly described in Annexure 1 hereunder. DRP/SRA has divided the said DNA into 4 sectors for easy administration and redevelopment of the said Area as shown on the plan in Annexure 1.
- C.** Additionally, Government in UDD had notified the lands admeasuring approximately 62.05 Ha bounded as: on or towards North and North East by the Boundary of 'H' Block of Bandra

Kurla Complex (BKC), on or towards East by Refuse Transfer Station outside 'H' Block area as per planning proposal of BKC sanctioned under notification No.BKR-1177/262/UD-5 dated 9th April 1979, on or towards South-East by L.B.S. Marg, on towards South by Southern boundary of Sant Rohidas Marg, on or towards South-West and West by Western boundary of C.S. no.665 (Piwala Bunglow) and boundary of 'H' Block of BKC by including existing Rajiv Nagar as DNA under its Notification no. TPB 4308/3499/CR-83/09/UD-11, dated. 25.06.2009, more particularly described in Annexure 1 as Sector 5 and appointed SRA as a SPA

- D.** Additionally, the Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, has resolved to give special powers of formal correspondence, discussing in the meetings and taking decisions with the railways board for inclusion of railway land vested with Central Government in and around Dharavi in the Dharavi Notified Area to the Additional Chief Secretary (Housing) and Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project;
- E.** Accordingly, Railway Land Development Authority has signed an Memorandum of Understanding (MoU) for inclusion of 45 acres land in and around Dharavi as part of redevelopment Project and as per the terms and conditions mentioned in such MoU.
- F.** Accordingly, DRP/SRA is going to invite bids/ proposals from eligible bidders for integrated Redevelopment of Dharavi Notified Area (DNA) comprising of slum area and non-slum area, buildings / Chawls as per the provision of Regulation 33(10)A, Appendix – IV A and Regulation 33(9)A, Appendix – XXIV of Development Control Regulations 1991 for Greater Mumbai.
- G.** Further, the Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, has also approved the structure of the tender documents and further modification in such tender process vide its Government Resolution No. DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28.09.2022.
- H.** The State Government, vide Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018 has declared the Dharavi Redevelopment Project as a Special Project and has given various concessions in duties and taxes along with special powers to the Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project for speedy implementation of the Project. Further, the State Government, under Government Resolution No. DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28.09.2022, has given additional various concessions in duties and taxes along with additional special powers to the Chief Executive Officer & Officer on Special Duty of Dharavi Redevelopment Project for speedy implementation of the Project. The Government of Maharashtra recognises that implementation and operation of the aforesaid Projects in accordance with the Draft

Development Agreement will not be possible without giving such concessions in duties and taxes for the period as mentioned in such Government Resolution.

- I. The State Government further acknowledges that implementation of the Project requires continued support as mentioned in the tender document by the State Government and its entities and is an essential pre-condition for mobilisation of resources by the Lead Partner.

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

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

1. **Agreement** means this State Support Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;
2. **Accounting Year** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
3. **Applicable Laws** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration of Government of India (GoI)/ Government of Maharashtra (GoM) or Dharavi Redevelopment Project/Slum Rehabilitation Authority (DRP/SRA) or by any Government Authority(ies) or instrumentality thereof, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in effect on the date of this Development Agreement and during the subsistence thereof;
4. **Applicable Permits/ Permissions** means any or all permissions, licenses, sanctions, clearances, authorizations, consents, rulings, exemptions, no-objections, approvals of and / or from any Government Authority(ies)/ Bodies and any other quasi-governmental, administrative, judicial, public or statutory body, ministry, department, agency, authority, board, bureau, municipality, corporation or body entrusted with and / or carrying out any statutory functions or commissions, required from time to time, as per Applicable Laws required in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated by this Development Agreement;

5. **CEO and OSD, DRP/SRA** means Chief Executive Officer and Officer on Special Duty, Dharavi Redevelopment Project/ Slum Rehabilitation Authority;
6. **"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default, and shall commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
7. **Days** are calendar days; months are calendar months, unless specifically mentioned otherwise;
8. **DCPR** is the Development Control and Promotion Regulations, 2034 for Greater Mumbai as amended from time to time;
9. **D.C. Regulation no. 33 (9) (A) and 33 (10) (A)** means the special Development Control Regulations applicable to the Dharavi Notified Area as per the Development Control and Promotion Regulations, 2034 for Greater Mumbai and modified from time to time;
10. **Development Agreement** means Agreement to be signed by the SPV company formed for the Project of redevelopment of Dharavi with the DRP/SRA.
11. **Special Purpose Vehicle Company (SPV Company)** means the Project specific special purpose vehicle (SPV) which has been incorporated by the Selected Bidder and with whom this Agreement is signed for undertaking the work of designing, financing, developing and maintaining the Project and shall include its legal representatives, successors, administrators and permitted assignees;
12. **DRP/SRA** means Dharavi Redevelopment Project/Slum Rehabilitation Authority, an Authority designated by the Government of Maharashtra, India for the implementation of the Dharavi Redevelopment Project
13. **Eligibility for Rehab tenement** is as defined in Clause 1 of Regulation No. 33 (10) (A) of the Development Control and Promotion Regulations, 2034 as applicable to Dharavi Notified Area;
14. **Free-sale Component** is as defined in 33 (9) (A) and 33 (10) (A) of the Development Control and Promotion Regulations, 2034 as applicable to Dharavi Notified Area;
15. **FSI** means the Floor Space Index as defined in the Development Control and Promotion Regulations, 2034 and as amended from time to time;

16. **GoI** shall mean Government of India;
 17. **Government Agency** means the State Government or any department, commission, board, authority, instrumentality, agency or municipal and other local authority or statutory body including Panchayat under the control of the State Government;
 18. **MCGM** means Municipal Corporation of Greater Mumbai;
 19. **On-Site Infrastructure** includes internal roads, pavements, drains, sewerage, sidewalks, perimeter fencing, street lighting within the perimeter, electricity sub-stations, electricity mains, internal water lines, sewer lines, storm water lines rain water harvesting, waste disposal systems, sewage treatment plant (STP), piped gas supply, telecom services, firefighting system, utility corridor and green belt development within the Project Area etc., as applicable to the Project in terms of this Agreement, MCGM requirements and the Development Control and Promotion Regulations, 2034.
 20. **State Default** shall have the meaning ascribed thereto in Clause 4.1;
 21. **State Government** means the State Government of Maharashtra;
 22. **State Support** means the obligations assumed and the facilities agreed to be provided by the State Government to the SPV Company hereunder or pursuant hereto.
- 1.2. **Interpretation :**
- In this Agreement, unless the context otherwise requires:
- 1.2.1. Any reference to any statute or statutory provision shall include:
 - a) all subordinate legislation made from time to time under that provision (whether or not varied, amended, modified, re-enacted or consolidated);
 - b) such provision as from time to time, be amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and to the extent liability there under may exist or can arise.
 - 1.2.2. The singular includes the plural and vice versa and 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 or other deed or document of any description or other instrument (including, without limitation, references to this Agreement), includes a reference to any document, agreement, or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.

- 1.2.4. A reference to any document, agreement, or other instrument (including, without limitation, references to this Agreement), means a reference to such document, agreement or other instrument and to all appendices, annexure, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement or other instrument, as the case may be.
- 1.2.5. 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.
- 1.2.6. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 1.2.7. References to a particular article, clause, paragraph, sub-paragraph, section, schedule or annexure shall, except where the context requires otherwise, be a reference to that article, clause, paragraph, sub-paragraph, section, schedule or annexure in or to this Agreement, as the case may be.
- 1.2.8. 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 Agreement as a whole. Where a wider construction is possible, the words ‘**other**’ and ‘**otherwise**’ shall not be construed ejusdem generis with any foregoing words.

References to “**construction**” or “**building**” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “**construct**” or “**build**” shall be construed accordingly;

References to “**development**” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and “**develop**” shall be construed accordingly.

- 1.2.9. In this 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 Agreement.
- 1.2.10. Where in this Agreement, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificates of determination shall be in writing.
- 1.2.11. 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.
- 1.2.12. A right conferred by this Agreement to do any act or thing shall be capable of being exercised from time to time.
- 1.2.13. 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 Agreement.

- 1.2.14. If any provision in this Article 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 Agreement.
- 1.2.15. Unless a Party granted discretion to render a decision or enter in to an agreement is specifically described as being required to act reasonably in making such decision or entering in to such agreement, as the case may be, the Party granted such discretion shall be entitled to act with absolute discretion.
- 1.2.16. Any reference to ‘**day**’ shall mean a reference to a calendar day, any reference to ‘**month**’ shall mean a reference to a month of the Gregorian calendar. All dates are in the form of dd/mm/yyyy.
- 1.2.17. 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.
- 1.2.18. References to a person (or to a word importing a person) 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 Governmental 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 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.
- 1.2.19. The terms and expressions elsewhere defined in this Agreement shall have the meanings ascribed therein.
- 1.2.20. a) Any reference in this Agreement to any Statute or statutory provision, shall be construed as including a reference to that statute or statutory provision, as from time to time amended, modified, extended or re-enacted, whether before or after, the date of this Agreement, and to all statutory instruments, orders, rules and regulations, for the time being in force, made pursuant to it, or deriving validity from it.
- b) The meanings set forth for defined terms in this Article 1 and all pronouns shall be equally applicable, to both the singular and plural, masculine, feminine or neuter forms, as the context may require.
- c) All references in this Agreement to Articles are to articles in or to this Agreement unless otherwise specified therein. The words “**hereof**,” “**herein**” and “**hereunder**” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “**include**”, “**including**” and “**among**

other things” shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases or words of like import.

d) References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced, from time to time, in accordance with the terms thereof, and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.

e) References to any Person or Persons shall be construed as a reference to any permitted successors or assigns of such Person or Persons.

f) The headings of the several Articles and sub clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision thereof.

1.2.21 Subject to the provisions of Clause 1.2.20, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

2. STATE SUPPORT

2.1. Support by the State Government

With effect from the date hereof, the State Government agrees to provide State Support and undertakes to observe, comply with and perform the following:

- a. ensure that no modification shall be allowed in Government Resolution No. DhaPuPra-2018/ Pr.Kr. 90/JhoPaSu dated 05.11.2018, Government Resolution No.

- DhaPuPra-2022/ Pr.Kr.87/JhoPaSu dated 28.09.2022, provisions 33(9)(A) and 33(10)(A) applicable to Dharavi Notified Area applicable under Development Control and Promotion Regulations of Greater Mumbai so as to directly or indirectly adversely affect the performance of the Special Purpose Vehicle Company implementing the Project;
- b. ensure that such Government Resolutions are made effective with appropriate Notifications of the concerned Department before finalization of the comprehensive integrated Master Plan of the project;
 - c. ensure that the MoU signed with the Railway Land Development Authority is made effective before signing the Development Agreement;
 - d. assist acquisition of land (both Government/local body as well as Private Land) under applicable laws and handing over for redevelopment in the DNA;
 - e. provide dedicated staff and police force, for preparation of Annexure II and removal of any illegal tenements as and when requested by the SPV Company;
 - f. subject to the SPV Company complying with Applicable Laws, assist the SPV Company in obtaining the Applicable Permits to the extent any State Government Agency is entitled to issue and facilitate all approvals to the project along with approval to the comprehensive integrated master plan such that during implementation no further clearances required from the GoM, the entities of State Government, utility providers and MCGM;
 - g. subject to the SPV Company complying with Applicable Laws, assist the SPV Company in obtaining the Applicable Permits to the extent any Central Government Agency is entitled to issue and assist to get approvals from the Central Government departments and entities of Central Government such that during implementation no further clearances would be necessary;
 - h. ensure that the project is monitored periodically and no decision is kept pending for more than 15 days after request from the SPV Company;
 - i. enable continued access to the Site and Right of Way to the SPV Company without let or hindrance from any Government Agency or persons claiming through or under it;
 - j. upon written request from the SPV Company, assist the SPV Company in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the SPV Company than those generally available to commercial customers receiving substantially equivalent services;
 - k. upon written request from the SPV Company, ensure and procure the shifting of utilities in accordance with Applicable Laws.
 - l. ensure and procure that municipal and other Government authorities do not put any barriers or other obstructions on the Site;
 - m. subject to and in accordance with the Applicable Laws, grant to the SPV Company the authority to regulate the activity or movement of any person or vehicle on the construction site;

- n. provide necessary Police assistance in accordance with Applicable Laws and rules thereunder for regulation of persons/traffic, removal of trespassers and security on the Developer and his personnel; and
- o. observe and comply with all its obligations set forth in this Agreement.

2.2. Right to seek specific performance

The State Government acknowledges and agrees that the SPV Company shall have the right to seek specific performance of this Agreement.

3. OBLIGATIONS OF THE AUTHORITY

3.1. Obligations of the Authority

The Authority agrees and undertakes to procure that the SPV Company shall perform, observe and comply, in all material respects, as per the Applicable Laws and Applicable Permits and as per the provisions of the Development Agreement and the Shareholders' Agreement.

4. STATE DEFAULT

4.1. State Default

- 4.1.1. In the event that any Government Agency commits any material breach of this Agreement and fails to cure such breach within a Cure Period of 60 (sixty) days, such breach and failure shall constitute an event of default (a "State Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Lead Partner.
- 4.1.2. Upon occurrence of a State Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Article 5 of this Agreement.

5. TERMINATION PAYMENTS

5.1. Termination Payments by the State Government

- 5.1.1. Without prejudice to the generality of Clause 4.1, in the event that any act or omission of any Government Agency causes a breach of this Agreement or a State Default or due to Political Force Majeure, as the case may be, such breach or State Default shall be deemed to be a breach of the Development Agreement and shall entitle the Selected Bidder to sell the equity stake to the GoM. The valuation of the equity stake of the Selected Bidder to be purchased by GoM, after deducting the dividend already paid to the Selected Bidder by the SPV Company and after indexing such equity capital and dividend by the Selected Bidder by maximum of the following:
 - a. the Thirty days average yield on 10 year Government Securities prior to the time of such equity investment shall be used for indexing the investment from the period of

investment and till the termination date and such indexing shall be calculated after compounding of yield every year from the date of equity subscription.

- b. the Thirty days average BSE SENSEX prior to the date of termination divided by the Thirty days average BSE SENSEX prior to the date of equity subscription.
- 5.1.2. Apart from above the Selected Bidder shall be entitled to get compensated to the extent of 120% (one hundred and twenty percent) of the amount of such funds, including any interest/dividend accrued and not paid, invested by the Lead Partner in the SPV Company and any liabilities incurred but not paid by the SPV Company. After that SPV Company/GoM shall not be responsible for any liabilities incurred before the transfer of shares to GoM due to termination
 - 5.1.3. The Termination Payment, in respect of any breach of this Agreement or a Political Force Majeure, as the case may be, shall be payable by the State Government to the Lead Partner, and the State Government hereby agrees and covenants that it shall make such payments on its own behalf and on behalf of the Authority pursuant to the obligations set forth in the respective Development Agreement and this Agreement.
 - 5.1.4. Payments due from the State Government under this Agreement shall be made within 60 (sixty) days of receiving a demand from the Selected Bidder alongwith the necessary particulars thereof, duly certified by the Statutory Auditors. In the event of delay beyond such period, the State Government shall pay to the Lead Partner, interest for the period of delay calculated at the rate of 3% (three per cent) above the Thirty days average yield on 10 years Government Securities on the date of Termination.

6. DURATION OF THE AGREEMENT

6.1. Duration of the Agreement

- 6.1.1. This Agreement shall come into force from the date hereof and shall continue to be in full force and effect irrevocably until termination of the Development Agreement.
- 6.1.2. All rights and obligations of either Party under this Agreement, including compensation, Damages and Termination Payments, shall survive termination to the extent such survival is necessary for giving effect to such rights and obligations.

7. INDEMNITY

7.1. General indemnity

- 7.1.1. The Authority will indemnify, defend and hold the State Government harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits. The Authority will have right to get similar indemnification from the SPV Company.
- 7.1.2. The State Government will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost

and expenses arising out of failure of the State Government to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations to the SPV Company or this Agreement other than any loss, damage, cost and expenses, arising out of acts done in discharge of their lawful functions by the State Government, its officers, servants and agents.

7.2. Notice and contest of claims

In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1. Dispute resolution

8.1.1. Any dispute, difference or controversy of whatever nature howsoever arising in connection with this Agreement between the Parties and so notified in writing by either Party to the other Party (the "Dispute") shall be attempted to be resolved amicably.

9. MISCELLANEOUS PROVISIONS

9.1. Application of this Agreement

This Agreement shall apply to the Development Agreement at any time after the date of this Agreement and upon furnishing a true copy thereof by the Authority to the State Government within three months of the date of signing of the Development Agreement.

9.2. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Mumbai shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.3. Waiver of sovereign immunity

The State Government unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose; and
- b) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings.

9.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effective and binding only if in writing and signed by the duly authorised representatives of the State Government and the Authority.

9.5. Waiver

9.5.1. Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

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

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

9.6. Survival

9.6.1. Termination of this Agreement;

- a. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.6.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.7. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or declared by any court of competent jurisdiction or any other instrumentality/to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.8. Successors and assignors

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.9. Notices

Any notice or other communication to be given by a Party to the other Party under, or in connection with the matters contemplated by this Agreement and shall be given by email and by letter delivered by hand and be addressed to person set out opposite the corresponding signature below and a copy delivered to such other person as the Authority on the State Government, as the case may be, may from time to time designate by notice to the other Party.

9.10. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English or in Marathi.

9.11. Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.12. Original Document

Request for Qualification cum Request for Proposal for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF THE GOVERNOR OF THE STATE OF MAHARASHTRA ACTING THROUGH THE CHIEF SECRETARY, GOVERNMENT OF MAHARASHTRA:

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF
THE AUTHORITY BY CEO & OSD, DRP/SRA:

Annexure – E: Revised Timelines of Project Implementation

Sr. No.	Particulars as prescribed in the 5th Nov. 2018 GR	Timeline after LOA as defined in the 5th Nov. 2018 GR	Modified Particulars	Modified Timeline after LOA
1	Establishing SPV Company	LOA + 59 days	Establishing SPV Company	LOA + 59 days
2	MoU between Lead Partner & DRP/SRA	LOA + 60 days	MoU between Lead Partner & DRP/SRA.	LOA + 60 days
3	Lead Partner to deposit INR 100 cr in escrow and submit INR 400 cr BG	LOA + 90 days	Depositing 20% of the quoted Bid amount and. signing of the Development Agreement and conversion of amount deposited in equity (INR 400 cr of Lead Partner) and compulsorily convertible securities and signing Shareholders' Agreement along with equity infusion of INR 100 cr from DRP/SRA	LOA + 90 days
4	Preparation of Integrated Master Plan by Lead Partner	LOA + 150 days	Depositing additional 20% of the quoted Bid amount in the escrow account and Preparation of comprehensive Integrated Master Plan by Lead Partner and submissions for approvals	LOA + 150 days
5	Conditions Precedent for first phase	LOA + 425 days	Investment of minimum 90% of the quoted amount as mentioned in the Price Bid and Starting Construction	Within 15 days of getting commencement certificate for first phase
6	First phase - Depositing amount in SPV Company	LOA + 455 days		
7	Signing of the Development and Shareholder Agreement	LOA + 485 days		
8	Completion of Rehabilitation, Renewal, Amenities and infrastructure	7 years from the date of signing of the Development Agreement and Shareholders' Agreement	Completion of Rehabilitation, Renewal, Amenities and infrastructure component	7 years from the date of issuance of Commencement Certificate for first phase

Annexure V: MoU copy of RLDA with DRP/SRA on 03.03.2019

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made and executed on this the 03rd day of March 2019 at Mumbai;

BY AND BETWEEN

Rail Land Development Authority (RLDA), a statutory authority under Ministry of Railways, Government of India, having its office near Safdarjung Railway Station, Moti Bagh-I, New Delhi-110021, acting through Vice Chairman (hereinafter referred to as “**RLDA**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and includes its authorized signatories, executors, successors or assigns), being party of the **FIRST PART**;

AND

Dharavi Redevelopment Project/Slum Rehabilitation Authority, Mumbai, a statutory authority constituted by the Government of Maharashtra in pursuance of Section 3A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 (Maharashtra Act No. XXVIII of 1971) (the “**MSA (ICR) Act, 1971**”) as the Special Planning Authority (SPA) of the Dharavi Notified Area under Sub-section 1 (b) of Section 40 of M.R. & T.P. Act, 1966 (DRP/SRA) exercising the executive powers of the Government of Maharashtra, through its Chief Executive officer(CEO) and having its office at Fifth Floor, Grihanirman Bhawan, Bandra (E), Mumbai (hereinafter referred to as the “**DRP/SRA**”, which expression shall unless repugnant to the context or meaning thereof, mean and include its authorized signatories, executors, successors or assigns), being party of the **SECOND PART**.

‘RLDA’ and ‘DRP/SRA’ shall hereinafter individually be referred to as such or as a “**Party**” and collectively as “**Parties**”.

PREAMBLE

Whereas:

- a) RLDA is a statutory authority under Ministry of Railways, Government of India created under the Railways (Amendment) Act, 2005 for development of railway land entrusted to it and discharge such other functions as are assigned to it.

- b) The Department of Housing, Government of Maharashtra (GoM), vide its Government Resolution No. SRA/2003/C.No.-189/Slum-1A dated 04.02.2004, had decided to redevelop Dharavi as a comprehensive integrated development project with the introduction of an innovative concept of using land as a resource for rehabilitation of slum dwellers by allowing the selected developer to have Floor Space Index (FSI) of four for Rehab and Renewal component and free sale built-up area in the open market and the said scheme is particularly known as "DHARAVI REDEVELOPMENT PROJECT" (herein after referred to as "DRP") AND it had been decided to develop through private sector participation.
- c) Dharavi is one of the largest slums in the World. For the past few years, several attempts have been made by the GoM to redevelop the slums on Dharavi, through various models. However, attempts have not been successful so far since no space is available for constructing housing, temporary (transit) or permanent, where slum dwellers can be shifted and slums can then be demolished for redevelopment. For protecting the livelihoods of the existing slum dwellers, it is critical to make available transit accommodation in the nearby areas. Government of Maharashtra had requested for the land in possession of Ministry of Railway (MoR) in and around Dharavi Notified Area, admeasuring approximately 45 (forty five) acres (hereinafter referred to as "Railway Land Parcel"), wherein either transit or permanent accommodation can be provided to part of the slum dwellers in Dharavi, so that balance areas can be developed in stages, located adjacent to the Dharavi Land Parcel (hereinafter referred to as "Railway Land Parcel") for making transit accommodation available to slum dwellers and if possible also develop permanent accommodation, so that Dharavi Land can be re-developed.
- d) There is no other alternative land available other than this land. Further, it is possible to construct permanent accommodation (rather than transit accommodation) at this place. This will save cost and time of construction of transit accommodation. This will be direct saving to the public exchequer.
- e) A meeting was held between Ministry of Railways and Govt. of Maharashtra on 24.02.2019, at the level of Hon'ble Chief Minister of Maharashtra and Hon'ble MR which was also attended by Senior Officers from Railway Board, Western Railway, Central Railway, CEO & OSD of DRP/SRA and other Senior Officers from Govt. of Maharashtra, wherein details of railway land to be transferred on lease for the redevelopment project and consideration in favour of

Railway against the same were finalized. Minutes of the meeting were issued vide MoR Letter No.2013/LML-I/14/63 dated 01.03.2019.

- f) Railway Board has already entrusted the required area of WA Colony/ Matunga (CR), Matunga Road Railway Colony (WR) & Mahim to RLDA vide letters dated 06.06.2018 & 09.07.2018 and 27.02.2019. RLDA will try to provide maximum available land with them in Dadar Matunga-Mahim, so as to increase their share of profit.
- g) DRP/SRA is desirous to partner with RLDA for successful implementation of Dharavi Redevelopment Project by implementing and constructing integrated residential colony(ies), commercial building(s) and other developments and complex(s) as a part of Dharavi Redevelopment project (“Dharavi Project”) on the Dharavi Land Parcel which as per DRP/SRA is approximately admeasuring 410 acres and Railway Land Parcel approximately admeasuring 45 acres (hereinafter collectively referred to as the **“Total Land”**) on terms mutually agreed between the Parties, and RLDA under the direction of MoR vide letter No.2013/LML-I/14/63 dated 01.03.2019 is executing this MoU with DRP/SRA in respect of the use of the Railway Land Parcel for the Dharavi Project.

NOW THEREFORE in consideration of the foregoing to facilitate the efficient development of the Dharavi Project, the Parties hereby agreed to enter into this Memorandum of Understanding (MoU) on the following broad and in-principle terms and conditions:

1. Sharing Arrangement

- 1.1. The transfer of lease hold rights of Railway Land Parcel by RLDA to DRP/SRA for development of Total Land and implementation of the Dharavi Project shall be in lieu of profit sharing arrangement (profits received by DRP/SRA and to be shared with RLDA) and clause 1.2 and other principal terms as set out herein and other detailed terms and conditions mutually agreed between the Parties and Railways and set out in the lease agreement for leasing the Railway Land Parcel for 99 years to be executed between RLDA and DRP/SRA (hereinafter referred to as **“Definitive Agreement”**).
- 1.2. DRP/SRA, during the meeting with MoR held on 24.02.2019, has agreed pay to RLDA an upfront payment of INR 1000 Crore (Rupees One Thousand Crore) in two installments as set out in clause 2.1 below (hereinafter referred to as **“Upfront Payment”**) in-lieu of lease hold right of Railway Land Parcel of approximately 45 acres on 99 years lease inclusive of the encumbered area under slums of around 10.47 acres and also under

Railway Quarters and other assets to be redeveloped. In addition to the Upfront Payment, DRP/SRA and RLDA will share profits received by DRP/SRA from the Dharavi Project as per the mechanism set out here in. The profit share of Parties in the net profits received by DRP/SRA and any other entity representing GoM in the entire Dharavi Project will be determined based on the ratio of land being given / contributed by the Railway/RLDA and DRP/SRA respectively where the area of Railway Land Parcel will be given twice the weightage in comparison to area of Dharavi Land Parcel. The formula for calculating profit share is given below:

Share of Profit of RLDA (“**RLDA’s Share**”) = $[(2 \times B) / (A)]$ of the profit share received by DRP/SRA and any other entity representing GoM in the entire Dharavi Project.

Where “A” is Dharavi Land Parcel (which is approximately 410 acres), and “B” is Railway Land Parcel (which at present is approximately 45 acres).

- 1.3. It is agreed that in the event RLDA is able to provide more / additional land in Dadar Matunga – Mahim then the Upfront Premium and RLDA’s Share in profits shall stand increased accordingly. It is also agreed that the area of land being covered by drainage, roads etc. will not be deducted while calculating the land area being made available / contributed by both Parties and further besides Railway Land Parcel, RLDA will not be required to make any further contribution, monetary or otherwise, in the Dharavi Project or any equity / other capital infusion in the SPV or bear any additional cost, expenses or liabilities in relation to / for development and implementation of the Dharavi Project.

2. Payment Terms/ Consideration

- 2.1. The Upfront Payment shall be payable by DRP/SRA to RLDA in the following manner:

- (i) INR 800 Crore (Rupees Eight Hundred Crore) immediately on signing of the MoU and

- (ii) INR 200 Crore (Rupees Two Hundred Crore) within a period of 6 (six) months from the date of execution of Definitive Agreement.
- 2.2. In addition to Upfront Payment set out in Clause 2.1 above, DRP/SRA will share profits received by DRP/SRA as per formula in clause 1.2 above. This profit share will be paid by DRP/SRA as per terms to be provided for in the Definitive Agreement as part of profit received by DRP/SRA based on the profits earned by the SPV Company. In case the project does not go ahead or only rehab component is constructed or project is stalled in between, Government of Maharashtra (through DRP/SRA) will indemnify RLDA for amount of INR 2800 Crore. It was also agreed that Government of Maharashtra (through DRP/SRA) shall indemnify Ministry of Railways (RLDA) towards any shortfall in RLDA's share of profits after project completion below INR 2800 Crore. The upfront payment of INR 1000 Crore shall be excluded for the above purpose. It is agreed that the applicable taxes and other duties / levies, if any, on RLDA's Share and the upfront payments to be made to RLDA, shall be over and above such payments and shall be borne and paid additionally to RLDA by DRP/SRA.
- 2.3. The profit share of the RLDA shall be paid annually by DRP/SRA, through Escrow Account/ arrangement to ensure flow of RLDA share of profit. For any delay interest will be payable @ 12% per annum.
- 2.4. DRP/SRA or agency as decided by DRP/SRA will reconstruct 812 Nos. of Railway quarters (Type-II = 759, Type-III = 24 & Type-IV = 29) of different types, 10 hostel rooms and equivalent built up area of existing service buildings(approx. 8200 Sqm). The Plinth Area norms and the minimum amenities for the quarters will be as per MoR letter No. 2013/LMB/10/15 dated 11.12.2013. Such redevelopment of existing quarters and other service buildings shall be completed before initiation of dismantling of existing structures on Railway Land Parcel. The cost of quarters, service buildings and utilities shall be charged to the Dharavi Project.

3. Development of Railway Operational Facilities & Amenities

- 3.1. DRP/SRA acknowledges that the Railway Land Parcel is presently being used for staff colonies, RPF barracks, sport facilities for Railway staff, Railway staff welfare institutes,

health unit, store depots and other utilities, service buildings and offices / amenities for Railways and the 2 (two) Railway staff colonies are, one each of Central Railways and Western Railways having a total of 812 quarters and 10 hostel rooms occupied by Railway staff etc. (hereinafter collectively referred to as the “**Railway Operational Facilities & Amenities**”). These quarters have been occupied by Motor Men, Points Men and Guard etc. Therefore, residents of the colony needs to be redeveloped in multi-storeyed structures at one of the locations on the same land to meet the railway’s operational requirement and balance areas can be used for rehabilitation of slum dwellers in the Dharavi Notified Area as well as around 3,000 slums on the railway land. In the agreement between DRP/SRA and the RLDA, built up area required for colony redevelopment and service buildings to be constructed by DRP/SRA will be mentioned, which may be around 75,000 sq. mt. DRP/SRA agrees to first redevelop the Railway Operational Facilities & Amenities which shall be more specifically detailed in the Definitive Agreement so as to accommodate the residents of the Railway colony and other Railway buildings and amenities at one location on Railway Land Parcel with separate and exclusive entry / exit and as approved by RLDA / Railway administration, free of cost and without requirement of any payment by RLDA or Railways/MoR before shifting of occupants and initiation of dismantling of existing structures on Railway land parcel. After development of the Railway Operational Facilities & Amenities, as per Railway norms, specifications and requirements, such encumbered areas can be utilized. As agreed between the Ministry of Railways with Government of Maharashtra on 24th February 2019 and its minutes, open land can be transferred immediately after signing of this MoU and payment of INR800 crore by DRP/SRA to RLDA. Operational area can be transferred within 30 days of signing of this MoU and payment of INR 800 crore by DRP/SRA to RLDA. It is agreed that construction and development works required for accommodating Railway Operational Facilities & Amenities will be constructed and completed on the Railway Land Parcel prior to initiation of dismantling of existing structures on Railway Land Parcel. It is also agreed that the cost of constructing and developing the Railway Operational Facilities & Amenities will be charged to Dharavi Project, without any cost to RLDA and / or MoR.

4. Roles and Responsibilities

- 4.1. DRP/SRA through its agency will be solely responsible for clearing encroachments existing on the Total Land (including Railway Land Parcel) and undertaking resettlement and rehabilitation without any liability on RLDA and/or MoR. DRP/SRA shall also ensure and take necessary steps to prevent any further encroachments on the Railway Land Parcel.
- 4.2. DRP/SRA shall ensure that the design of buildings and the development / redevelopment in the Dharavi Project should comply with the prevailing Development Control Regulations and building bye-laws as well as land use norms. As agreed between the Ministry of Railways with Government of Maharashtra on 24th February 2019 and its minutes, DRP/SRA being planning authority for the Dharavi Notified Area, once the margins and height of the buildings is checked as per the DCR applicable to Dharavi Notified area, no NOC of Railways will be required. Further, margins shall be kept as per the prevailing town planning norms and development control regulations applicable in the Dharavi Notified area/ Mumbai city and the development shall confirm the extant safety guidelines of Railways.
- 4.3. The detailed obligations of DRP/SRA with regard to Dharavi Project including implementation, construction, development, and marketing of the Dharavi Project and information sharing in respect of Dharavi Project by DRP/SRA, development milestones, profit sharing mechanism, computation, escrow for sharing profits received by DRP/SRA, grant of 99 years lease hold rights in Railway Land Parcel by RLDA to DRP/SRA, sub-leasing of built up space of the Dharavi Project, designs & specifications of Railways for Railway Operational Facilities and Amenities, and other terms and conditions, shall be as mutually decided between the Parties and detailed in the Definitive Agreement to be executed between the Parties, and subject to the applicable regulations. As agreed between the Ministry of Railways with Government of Maharashtra on 24th February 2019 and its minutes, the handover of the possession of the Railway Land Parcel will be done immediately on transfer of INR 800 crore by DRP/SRA to RLDA and signing of definitive agreement. Stamp Duty, if any and any registration charges and other expenses for execution of this MoU and the Definitive Agreement shall be borne and paid by DRP/SRA.

5. Definitive Agreement

5.1. Within a period of 120 days from the date of execution of this MoU, the Parties including Railways shall execute the Definitive Agreement for grant of lease of the Railway Land Parcel on leasehold basis for 99 (ninety nine) years in terms of directions of MoR vide letter No. 2013/LML-I/14/63 dated 01.03.2019. Excluding the area utilized for Railway operational amenities and facilities. DRP/SRA shall, in addition to payment of Upfront Payment and RLDA's Share under Clause 1.2, 2.1 and 2.2 above, pay to the RLDA a nominal annual lease rent @ INR 1/- (Rupee One Only) per square meter calculated on the entire Railway Land Parcel which shall be escalated @ 15% (fifteen percent) on the last paid annual lease rent after every 3 (three) years during the entire lease duration and such rent shall be recovered by DRP/SRA from the existing structures on such land other than the land utilized for railways redevelopment. The Railway Land Parcel shall at all times remain vested with and under the ownership of Railway/MoR only. DRP/SRA shall not have any right for outright sale, conversion from lease hold to free hold, mortgage and the end user will get the sub-lease rights of built up property / asset only. Any matter not included in this MoU which is necessary for implementation of the Dharavi Project shall be finalized amongst the Parties on Mutually agreed terms and conditions within RLDA rules and regulations.

6. Notice

6.1. A notice given to a Party under or in connection with this MoU shall be in writing in English and shall be signed by or on behalf of the party giving it. The address for service of a notice are as follows:

To RLDA:

Kind Attention : VICE CHAIRMAN

Address : RLDA (Rail Land Development Authority) office, near Safdarjung Railway Station, Moti Bagh-I, New Delhi-110021.

To DRP/SRA:

Kind Attention : Chief Executive Officer & Officer on Special Duty,

Address : Dharavi Redevelopment Project, Slum Rehabilitation Authority,
(SRA), Fifth Floor, Grihanirman Bhawan, Bandra (E), Mumbai.

7. Term and Termination

- 7.1. This MoU shall come into effect from the date of its execution by both the Parties i.e. 03rd March, 2019. In the event the Definitive Agreement is not executed within the prescribed time period or mutually agreed extended time period, then this MoU shall stand terminated, and all rights and obligations of the Parties hereunder shall cease to have any further force and effect without prejudice to any accrued rights of Parties and provisions of this MoU that are recognized as surviving. Upon such termination the rights of DRP-SRA will cease without any further act or deed and free and clear of any liability on RLDA.
- 7.2. In case the project does not go ahead and only rehab component is constructed or project is stalled in between, Government of Maharashtra will indemnify, RLDA and Ministry of Railways for amount of INR2800 cr. It was also agreed that Government of Maharashtra shall indemnify RLDA and Ministry of Railways towards any shortfall in RLDA's share of profits after project completion below INR 2800 Cr. The upfront payment of INR 1000 Cr. Is additional and shall be excluded for the above purpose.
- 7.3. In case the Dharavi Redevelopment Project does not go ahead or is not implemented or only rehabilitation component is constructed or the project is stalled/ abandoned then GoM through DRP-SRA shall pay to RLDA the minimum amount set out in Clause 2.2 above i.e. a sum of INR 2800 Crore (Rupees Twenty Eight Hundred Crore only) and shall indemnify and keep RLDA and MoR safe and harmless in this regard.
- 7.4. It is agreed that the Upfront Payment paid/payable to RLDA under clause 2.1 is over and above any profit share receivable from DRP/SRA and shall be excluded for the purposes of payments to be made by DRP/SRA to RLDA in terms of clause 7.2 and 7.3 above.

8. Dispute Resolution and Jurisdiction of Courts

- 8.1. Any dispute, difference, claim or question of interpretation of any nature arising between the Parties in respect of the Dharavi Project or this MoU, or in connection with the execution, interpretation, performance, or non- performance of this MoU or any or all of the foregoing including any question regarding its existence, validity or termination which is not resolved amicably by negotiations by and between the Parties shall be referred by either Party to a committee comprising of Member Engineering, Railway Board and Principal Secretary, UD, GoM whose decision shall be final and binding.
- 8.2. GoM and DRP/SRA shall be solely responsible and liable for all disputes, claims and / or litigation by or between GoM/DRP/SRA and any third party and / or arising in respect of development of Dharavi Project and shall ensure that the interest of Railways and RLDA is not adversely affected and shall keep Railways / RLDA harmless and indemnified in respect of any liabilities, loss, damage and all cost and expenses associated in this regard or due to any change in applicable taxes, force majeure event or other unforeseen event in relation to Dharavi Project.
- 8.3. The MoU shall be governed and constructed in accordance the laws of India and the courts at Delhi or Mumbai will have exclusive jurisdiction in respect to any dispute arising out of this MoU or relating thereto.

9. General Provisions

- 9.1. The Parties shall keep the contents of this MoU and other information and material passing between the Parties in relation to MoU confidential and shall not disclose it or put it in public domain unless otherwise mutually agreed between the Parties or is required by MoR or pursuant to applicable law.
- 9.2. That both the Parties agree that any term & condition of this MoU can be amended/alterd/added/deleted only with the consent of both the Parties as reduced in writing. In the event of conflict or inconsistency between the MoU/Definitive Agreement and the Rail Land Development Authority (Development of Land and other

Works) Regulation, 2012 (hereinafter referred to as “RLDA Regulation”) the provisions of RLDA Regulation shall prevail.

9.3. This MoU shall ensure to the benefit of the Parties hereto and to their respective successors. No Party shall assign this MoU to any third party, without prior written consent of the other Party.

In Witness Whereof the Parties here to have put their respective signatures and seal in these presents on the date and month first here to before mentioned.

SIGNED AND DELIVERED BY

SIGNED AND DELIVERED BY

(Through its Authorised Signatory for and on behalf of RLDA)

(Through its Authorised Signatory for and on behalf of DRP/SRA)

(Designation)

(Designation)

Witness :

Witness :

Address:

Address:

Annexure VI: Major Terms and conditions of Draft Definitive Agreement

Terms and conditions of Definitive Agreement that will be finalized shall be mandatory on the SPV Company. Major conditions agreed are as below:

- DRP/SRA shall have the right to sub-lease the Site in parts or full to the SPV. SPV may further sub-lease only the built up area / property developed on the Site. Provided however, neither the Site nor any part thereof can be further sub-leased / transferred, in any manner, by SPV.
- The Parties recognize and agree that the Railway Land Parcel shall at all times remain vested with and under the ownership of Railways / RLDA
- DRP/SRA shall not have any right for outright sale, mortgage, charge, license, sub-license, lease, sub-lease, assign, underlet or sub-let or part with its rights in the Site / part thereof.
- RLDA / Railway Administration/ Railway further reserves to itself, the right to grant any easements over or rights of access or rights of way on, over, under, through or across the Site.
- DRP/SRA shall pay to the RLDA an upfront amount of INR1,000.00 Crore in two installments for 45 Acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Govt. of Maharashtra; and The DRP/SRA will share with the RLDA, the Profits.

Share of Profit of RLDA (“**RLDA’s Share**”) = $[(2 \times B) / (A)]$ of the profit share received by DRP/SRA and any other entity representing GoM in the entire Dharavi Project.

Where “A” is Dharavi Land Parcel (which is approximately 410 acres), and “B” is Railway Land Parcel (which at present is approximately 45 acres).

- Minimum guaranteed amount of INR 2800 Crores (Rupees Twenty Eight Hundred Crore only) for 45 acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Government of Maharashtra (“Minimum Guaranteed Share”) shall be payable by the DRP/SRA to the RLDA towards RLDA's Share of Profits.
- It is also agreed between the Parties that the DRP- SRA and Government of Maharashtra (through DRP/SRA) shall indemnify the RLDA and the Railways for all the losses or damages occurred due to any shortfall in the payments towards RLDA's Share of Profits being below Minimum Guaranteed Share and other payments to be made by the DRP/SRA as per the terms and conditions of this Lease Deed.
- DRP/SRA shall prior to the Lease Commencement Date, execute the Escrow Agreement and establish the Escrow Account in accordance with the Escrow Agreement, both to the satisfaction of the RLDA.

- The DRP/SRA shall, on and from the Lease Commencement Date, cause the deposit of all Profits, receivables from the Dharavi Project, etc. into the Escrow Account. Any withdrawal from the Escrow Account shall thereafter, be made only in accordance with the terms of the Escrow Agreement.
- The Escrow Account may be closed only with the mutual consent of the Parties.
- The draft of Escrow Agreement complying with requirements shall be as per and subject to approval of the RLDA prior to its execution.
- For any delay in the payments to be made by one Party to Other Party, the defaulting Party shall be liable to make the payments of interest to be calculated @12% per annum from the due date of the payment till the actual date of outstanding payment or honouring the commitments made under the same.
- Dharavi Project will be deemed to be completed at the end of 17th year from the Lease Execution Date.
- Within a period of 30 (thirty) days from the date of finalization of annual accounts, the DRP/SRA shall provide to the Lessor (RLDA) the audited financial statement and other reports in respect of the Dharavi Project and DRP/SRA entity as may be required by the RLDA.
- The lease in pursuance of this Lease Deed shall be for a period of 99 (ninety nine) years from the Appointed Date.
- On expiry of the Lease Term or early termination of this Lease Deed, for any reason whatsoever, the Site, together with all the assets, buildings, utilities and services, fixtures, all or any singular rights, liberties, privileges, easements and appurtenances whatsoever to the Site, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, shall revert to the RLDA free of cost, and the DRP/SRA shall have no objection for the same.
- The DRP/SRA shall have only leasehold interest in relation to the Site and shall have no title or any other interest, of any nature whatsoever, in the Railway Re-development Land. The Site or any part thereof shall be incapable of conversion into freehold interests.
- Without prejudice to the provisions of this Lease Deed, in the event the Conditions Precedent as specified hereinabove are not fulfilled by the DRP/SRA, for any reason whatsoever, or SPV is not formed, and the Appointed Date does not occur prior to 36 (thirty six) months from Lease Execution Date ("Long Stop Date") then Lease Deed shall stand terminated, and all rights and obligations of the Parties hereunder shall cease to have any force and effect, unless agreed otherwise by the RLDA.
- The SPV shall prepare the Construction Schedule and milestone schedule for development of the New Railway Operational Facilities & Amenities and get the same approved from the RLDA within a period of 06 (six) months from the Lease Commencement Date or date of signing of the Development Agreement with the SPV, whichever is later;
- The DRP/SRA through SPV shall construct a boundary wall all along the Safety Zone Area (i.e. 10 meters from the C/L of the Railway Track) of minimum height of 2.1 meters and 0.45 meter concertina barbed wire fencing over & above it (in round -

rolled shape) with gates at suitable intervals. However, for the reasons of site constraints and optimum utilization of the site, suitable modifications as per the plan requirements will be made by the SPV acceptable to the RLDA;

- The DRP/SRA acknowledges that the Site will be handed over along with existing structures over it, and the SPV shall dismantle the existing structures and clear the malba (dismantled material) from the Site, subject to terms herein, and dump at authorized dumping grounds as per local bye-laws. All expenditure incurred towards dismantling of structures and removal of malba from the Site has to be borne and paid by the DRP/SRA. Also credit of released material, if any, will be taken by DRP/SRA.
- Provided that all railway permanent way materials like rail, sleepers, signal post etc. even found embedded and equipment (new and/ or release and/ or scrap, as the case maybe), if any, present on the Site, shall, prior to the handover of the relevant part of the Site to the DRP/SRA/SPV, shall be removed from the Site by the SPV, and handed over by the SPV to the RLDA or Railways.
- In order to have proper setbacks for buildings as well as to facilitate the vehicular access for the maintenance of the railway tracks (i.e. Dadar - Mahim line (WR) and Dadar - Matunga - Sion Line (CR)) during emergencies, the rules as set by Railways, Chief Fire Officer and other prevailing regulations and laws shall be followed.
- The DRP/SRA shall at its own cost provide the transportation arrangement and manual labour required to assist the railway residents and railway officials in colony for necessary shifting of household luggage & luggage of community institutional office buildings to new blocks/temporary accommodation as per the requirements of the RLDA / Railways.
- The DRP/SRA acknowledges and agrees that certain area in the Site forming part of Railway Land Parcel, is presently being used for staff colonies, RPF barracks, sport facilities for railway staff, railway staff welfare institutes, health unit, store depots and other utilities, service buildings and offices / amenities for Railways and the 2 (two) railway staff colonies, one each of Central Railways and Western Railways having a total of 812 (eight hundred and twelve) quarters and 10 (ten) hostel rooms occupied by Railway staff etc. (hereinafter collectively referred to as the "Existing Railway Facilities & Amenities") and that the said Existing Railway Facilities & Amenities and residents / occupants therein needs to shifted into New Railway Operational Facilities & Amenities (as defined herein below) to be redeveloped by the DRP/SRA as per terms of this Lease Deed to meet the railway's operational requirement.
- In view of the above the DRP/SRA agrees and undertakes that before shifting of occupants, initiation of dismantling of Existing Railway Facilities & Amenities and/or initiation any construction / development work on encumbered area under slums etc. on the Site, the DRP/SRA shall first redevelop, at its own cost and expense, the New Railway Operational Facilities & Amenities including residential quarters, hostel rooms, IOW office / SSE (P) Office, institutes, health units, RPF barracks, running rooms, dog squad, kennels, pump rooms, service buildings, hostels, booking office, sports complex, open area, multi- storied structures, buildings, facilities and amenities including their parking (hereinafter referred to as the "New Railway

Operational Facilities & Amenities") at Railway Re-development Land with separate and exclusive entry / exit and protected by boundary wall of 2.1 meters height and 0.45 meter concertina barbed wire fencing over & above it in round-rolled shape as approved by the RLDA / Railways, so as to accommodate the residents of the Railway colony and other Railway buildings and amenities at Railway Land Parcel. Railways and RLDA shall not be required to pay any amount including inter-alia towards cost of dismantling the Existing Railway Facilities & Amenities and construction and development of New Railway Operational Facilities & Amenities including cost incurred on shifting of household luggage & luggage of community/ institutional/ office buildings to New Blocks by the DRP/SRA. However, the said cost and expense will be charged to the cost of the Dharavi Project without any cost to the RLDA and/or Railway.

- The SPV/ DRP/SRA shall provide the transportation arrangement and manual labour required, to assist the railway residents and railway officials in colony for necessary shifting of household luggage & luggage of community/ institutional/ office buildings to new blocks.
- The redevelopment works / development of New Railway Operational Facilities & Amenities to be undertaken by the DRP/SRA shall be on the basis of plans, norms, specifications, sanctions, instructions and requirements as approved by Railways and RLDA and shall be subject to the rules and regulations of the Railways and RLDA. The DRP/SRA acknowledges that the railway residential quarters to be developed as part of New Railway Operational Facilities & Amenities shall be as per railway standard plans and drawings and development of other facilities and amenities as part of New Railway Operational Facilities & Amenities, shall be as per drawings, plans, specifications etc., pre-approved by the Railways and the RLDA.
- Only after (i) redevelopment / development of the New Railway Operational Facilities & Amenities on the Railway Re-development Land, as per plans, norms, specifications, sanctions, instructions, requirements, rules and regulations, approved by the Railways, and (ii) handover of the New Railway Operational Facilities & Amenities to Railways, the DRP/SRA will be entitled to dismantle the existing structures on the Railway Land Parcel, and utilize the Site and encumbered area for construction and development of Dharavi Project. The plan and phasing submitted by the SPV towards completion of rehabilitation and proportionate sale areas as per the rules of DCPR 2034, and accepted by the RLDA and the DRP/SRA, along with accepted modifications in such activities shall be considered as final.
- The DRP/SRA through SPV shall be obliged to complete the construction and development of New Railway Operational Facilities & Amenities within a period of 36 (Thirty Six) months from the Lease Commencement Date or date of hand over of Railway Re-development Land to the DRP/SRA, whichever is later ("Completion Date of Re-development Works") in accordance with the Construction Schedule and relevant key dates and milestones as mutually agreed between the Parties, and shall obtain Completion Clearance from Railways / RLDA. A failure of the DRP/SRA to undertake the Project in accordance with the Construction Schedule shall constitute a material breach of this Lease Deed. The time schedule submitted by the SPV and accepted by the RLDA and the DRP/SRA shall be considered as final and will supersede the time period given in this clause.

- In addition, the SPV shall, in respect of a failure to complete the New Railway Operational Facilities & Amenities in accordance with the Construction Schedule, also be liable to pay such amounts towards liquidated damages @ INR5,00,000/- (Rupees Five Lakhs only) per week, subject to a maximum of INR12,50,00,000/- (Rupees Twelve Crore and Fifty lakhs only). Such liquidated damages, constitute a genuine pre-estimate of the loss and damage occurring to the RLDA on account of a failure of the SPV to adhere to the Construction Schedule, and shall not be by way of penalty. Liquidated damages will be in proportion to the land provided for redevelopment of New Railway Operational Facilities & Amenities w.r.t. total land to be provided for Railway Redevelopment.
- Provided that, where the SPV duly achieves any subsequent Key Dates and milestones as mutually agreed, the amount of liquidated damages paid by the DRP/SRA in respect of any failure to achieve any preceding key dates and milestones, shall be refunded by the RLDA to the DRP/SRA, within a period of 30 (thirty) days. However, the time schedule submitted by the SPV and accepted by the RLDA and the DRP/SRA shall be considered as final and will supersede the time period given in this clause.
- The DRP/SRA through SPV shall provide to the RLDA, quarterly progress reports ("Development Report"), in pre-agreed performa, indicating the progress of the various works in relation to the New Railway Operational Facilities & Amenities, and the status of compliance with the approved plans (including the Handover Plan- Site and Handover Plan- Existing Railway Operational Area), and the approved works programmes for the New Railway Operational Facilities & Amenities and the Construction Schedule. Such Development Report, shall also set out, where applicable, the DRP/SRA's proposal in relation to rectification of any non-compliance with the said plans and the Construction Schedule.
- The DRP/SRA through SPV shall submit to the RLDA, on the last business day of each month, a progress report (the "Progress Report"), in pre-agreed performa, in respect of the New Railway Operational Facilities & Amenities. Such Progress Report shall be a 3 (three) months rolling plan, setting out the progress of the New Railway Operational Facilities & Amenities (and each component thereof), in accordance with the approved works program for the New Railway Operational Facilities & Amenities for the month ending on the day of such Progress Report, as also the proposed implementation program for the New Railway Operational Facilities & Amenities for the succeeding three months.
- At least 30 (thirty) days prior to the likely completion of New Railway Operational Facilities & Amenities, or any part thereof, the DRP/SRA through SPV shall notify the RLDA and Railway Administration of its intent to subject the said part of the New Railway Operational Facilities & Amenities to inspection.
- The date and time of each of the inspection shall be determined by the RLDA in consultation with the DRP/SRA, and notify to the Railway Administration, who may designate their representatives to witness the inspection.
- If it is reasonably anticipated or determined by the RLDA or a representative of the Railway Administration during the course of any inspection that the performance of the New Railway Operational Facilities & Amenities or any part thereof does not

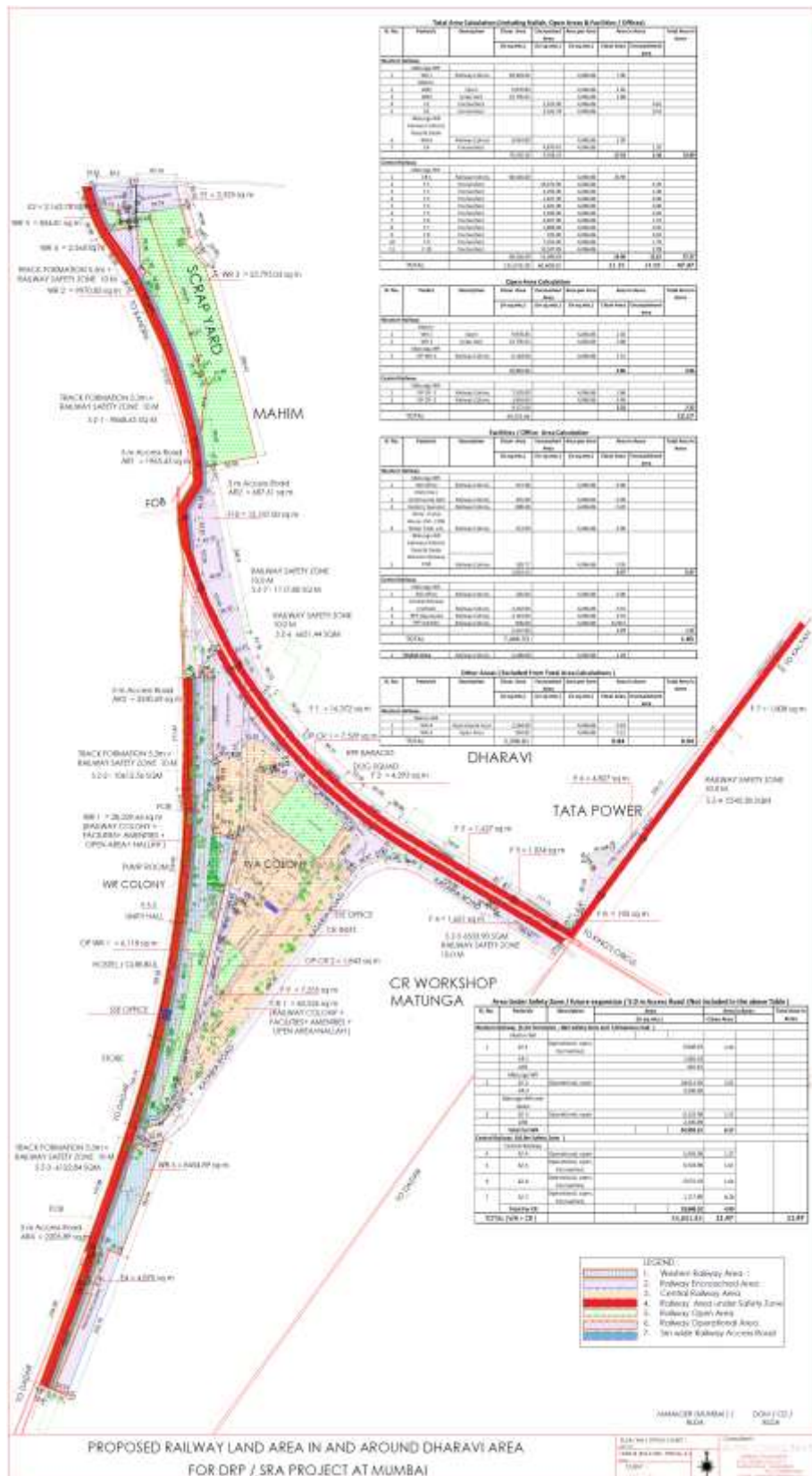
meet the specifications, it shall have the right to suspend or delay such inspection and require the DRP/SRA to remedy and rectify the defects or deficiencies immediately at the cost and expense of the DRP/SRA.

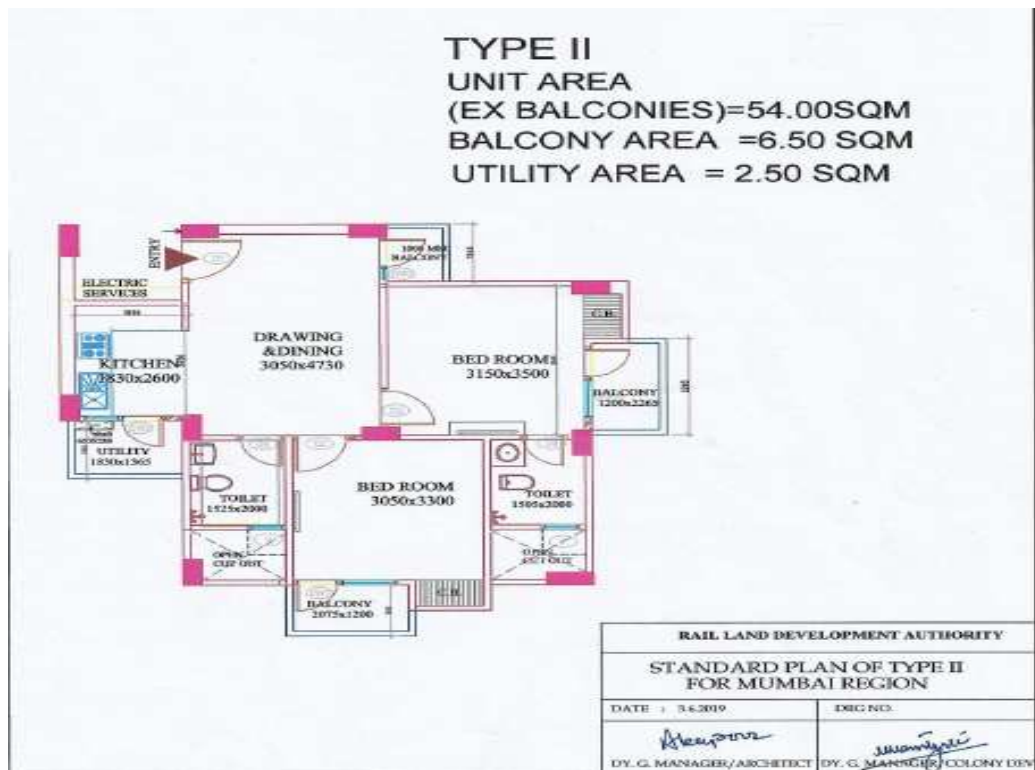
- The defects liability period of 03 (three) years in respect of the New Railway Operational Facilities & Amenities shall commence on and from the date of hand over of the New Railway Operational Facilities & Amenities to the Railways and the issuance of the Completion Clearance by Railway / RLDA.
- The Completion Clearance in respect of the New Railway Operational Facilities & Amenities shall not absolve the SPV from his liability to make good any defects, imperfections, shrinkages or faults which may appear during the Defects Liability Period. The SPV shall immediately rectify such defects, imperfections, shrinkages or faults upon the direction in writing of the RLDA or Railway Administration at its own cost and expense; and in case of default on the part of SPV, the RLDA or Railways may employ labour and materials or appoint their own contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the SPV and/or shall be recoverable from the SPV.
- Maintenance Period in relation to the New Railway Operational Facilities and Amenities shall commence from the date of handover of the Railway Redevelopment Land to the DRP/SRA and continue, for a period till expiry of the Defects Liability Period ("Maintenance Period");
- The DRP/SRA shall at all times during the Maintenance Period, be responsible for and effectively maintain and uphold in good substantial and sound condition all and every part of the Railway Redevelopment Land and New Railway Operational Facilities and Amenities. Utility charges for electricity and water in Railway redevelopment area will be borne by the Railways/RLDA.
- DRP/SRA, shall for the duration of the Maintenance Period, make good from time to time and at all times as often as the Railway Administration shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the Railway Redevelopment Land and New Railway Operational Facilities and Amenities and DRP/SRA shall be liable for and shall pay and make good to Railways or other persons legally entitled thereto whenever required, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of failure by DRP/SRA to carry out its obligations in any respect.
- Termination of Lease Deed by RLDA/Railways Administration: In the event:
 - the DRP/SRA fails to develop the New Railway Operational Facilities & Amenities, in the manner and within the timelines stipulated in Article 9.5.2 or extended time limit as approved by RLDA, and the DRP/SRA fails to rectify the same within a period of 180 (One Hundred and Eighty) days ("Cure Period") from the date of notice by the RLDA in this regard ("Cure Period Notice"), then RLDA shall be entitled to terminate this Lease Deed and the MoU forthwith after expiry of the Cure Period; or

- the DRP/SRA commits a breach of its covenant(s) or obligation(s) under this Lease Deed and fails to rectify the same within the Cure Period, then RLDA shall be entitled to terminate this Lease Deed and the MoU forthwith after expiry of the Cure Period;
- In case the Dharavi Project does not go ahead and only Rehabilitation Component is constructed or Project is stalled in between for any reason whatsoever for more than 36 months, then Government of Maharashtra will indemnify, the RLDA and Railways for amount of INR 2800 Crores (Rupees Twenty Eight Hundred Crore only) for 45 acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Government of Maharashtra. It was also agreed that Government of Maharashtra shall indemnify RLDA and Ministry of Railways towards any shortfall in RLDA's share of profits after project completion below INR 2800 Crores (Rupees Twenty Eight Hundred Crore only), for 45 acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Government of Maharashtra . The upfront payment of INR 1000 Crore (Rupees One Thousand Crore only), for 45 acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Government of Maharashtra, shall be in addition and excluded for the above purpose;
- In case the Dharavi Redevelopment Project does not go ahead or is not implemented or only Rehabilitation Component is constructed or the project is stalled / abandoned then GoM through DRP-SRA shall pay to RLDA the minimum amount i.e. a sum of INR 2800 Crores (Rupees Twenty Eight Hundred Crore only), for 45 acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Government of Maharashtra, and shall indemnify and keep RLDA and Railways, indemnify and harmless in this regard.
- It is agreed that the Upfront Payment paid/payable by the DRP/SRA to the RLDA is over and above any profit share receivable by the RLDA from the DRP/SRA and shall be excluded for the purposes of payments to be made by the DRP/SRA to the RLDA / Railways as part of Profit Share.
- In the event of the termination of this Lease Deed due to any reason whatsoever, the GoM / the DRP/SRA shall indemnify and hold harmless the RLDA and Railways for and against all the losses or damages or claims made against the RLDA/ Railways. Further, the Upfront Payment of INR 1000 Crore (Rupees One Thousand Crore only) for 45 acres of land and additional amount in proportion to the additional land jointly measured and payment approved by the Government of Maharashtra, shall not be utilized for the purpose of indemnification mentioned anywhere in this Lease Deed.
- The Indemnity Bond is to be executed by GoM through DRP/SRA, in favour of RLDA & Railways, simultaneous to execution of this Lease Deed.
- The Parties shall use their respective reasonable endeavors to settle any dispute amicably. If a dispute is not resolved within sixty (60) days after written notice of a dispute by one Party to the other Party then the provisions of Article 15.2.2 shall apply.

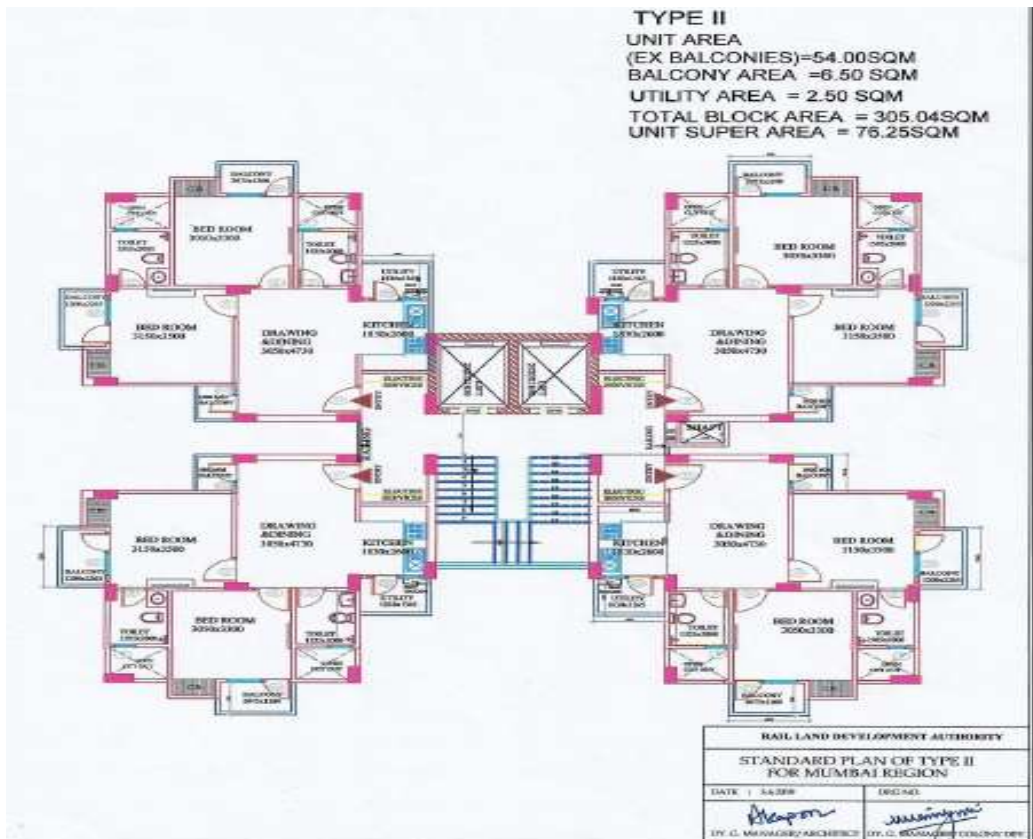
- While any dispute under this Lease Deed is pending, including the commencement and pendency of any dispute, the DRP/SRA shall continue to perform all of its obligations under this Lease Deed without prejudice to the final determination in accordance with the provisions of the MoU and this Lease Deed.

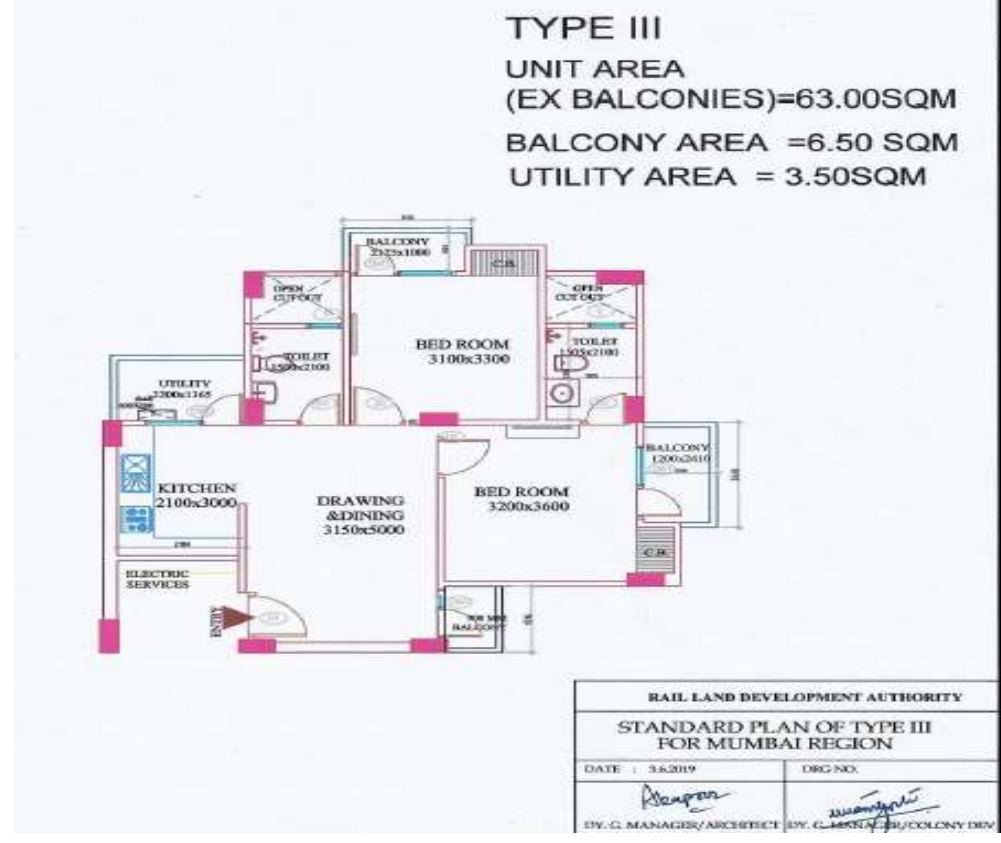
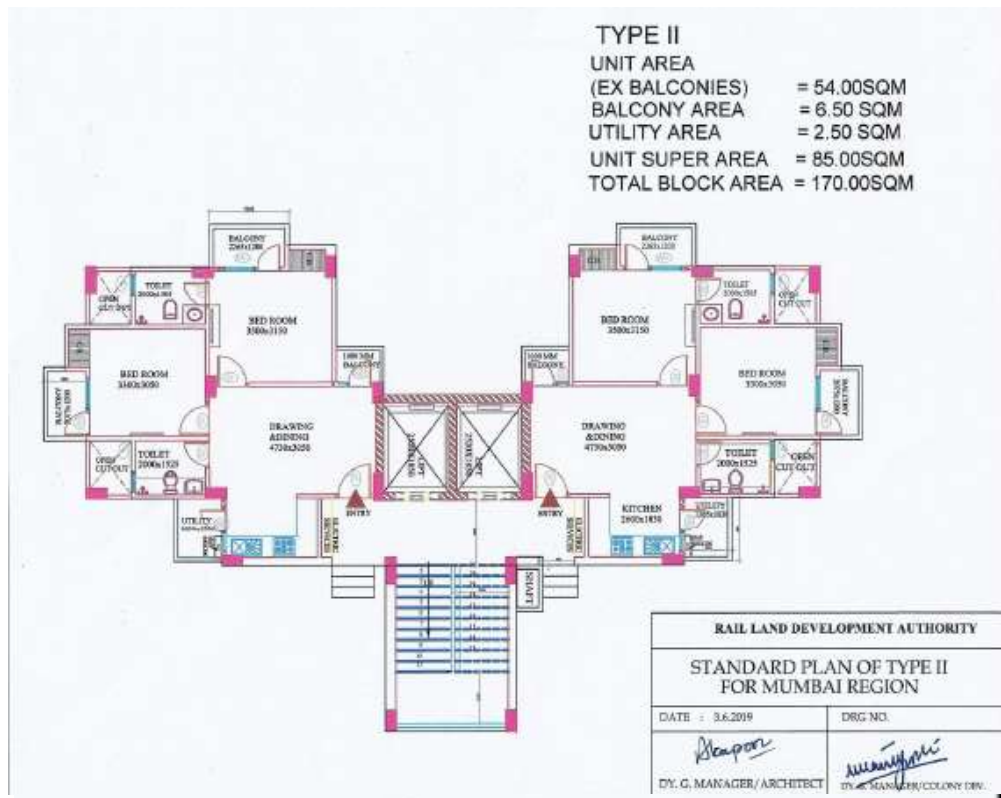
Request for Qualification cum Request for Proposal for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding



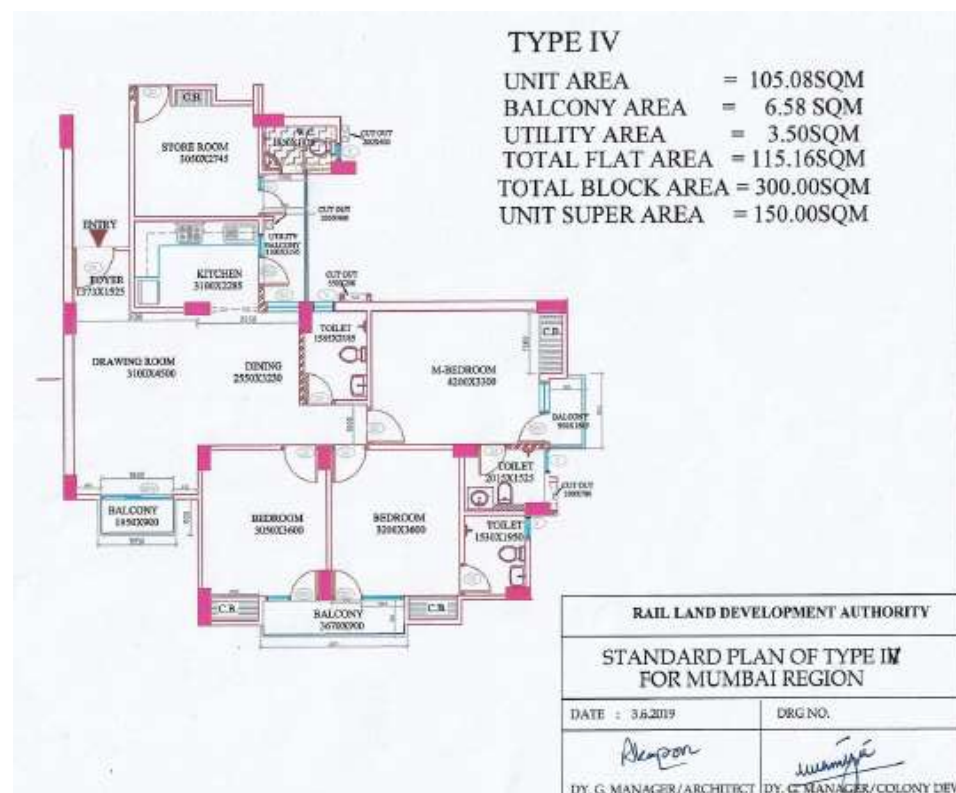
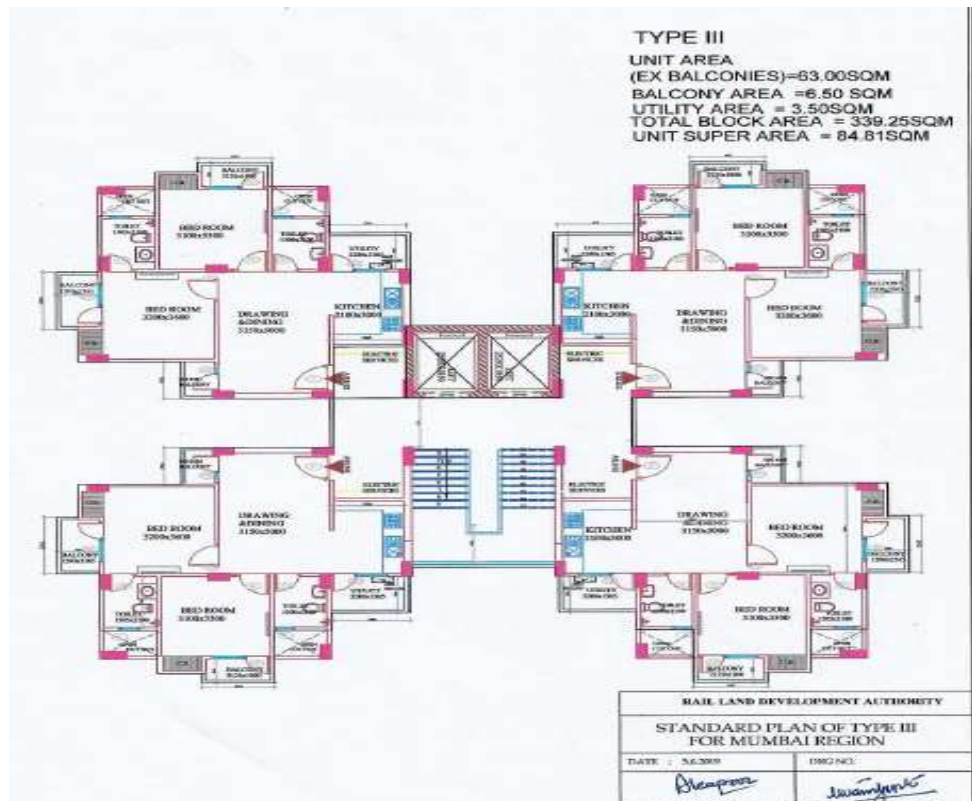


Request for Qualification cum Request for Proposal for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding

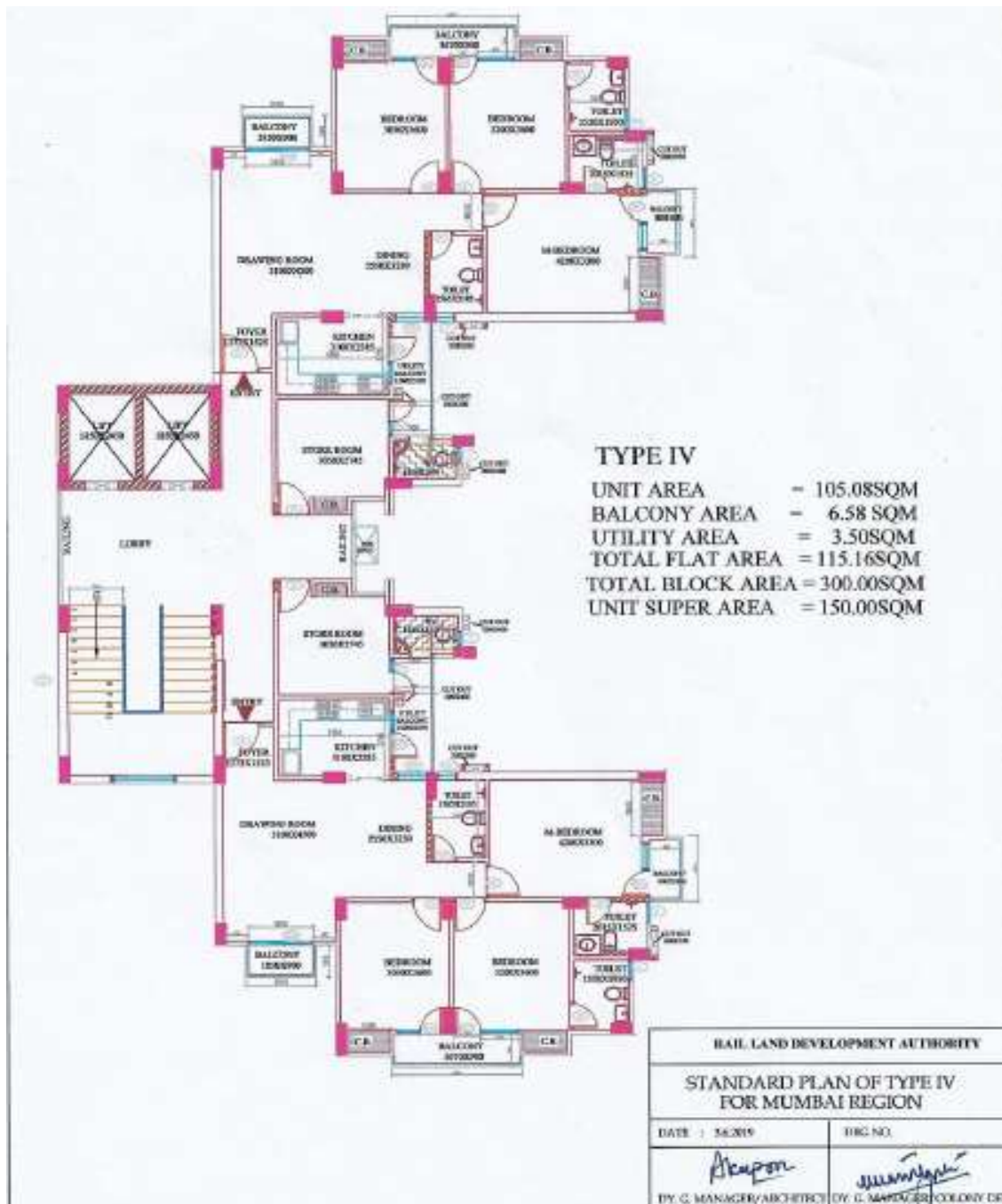




Request for Qualification cum Request for Proposal for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding



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List of New Railway Operational Facilities & Amenities for reconstruction under Dharavi Development Project.								
Residential Quarters (In Nos.)								
S. No.	Description	WA Colony, Matunga (Central Railway)	Matunga Colony & Mahim Area (Western Railway)	Total of Central Railway & Western Railway	FSI Area of One Unit *	Area with Staircase & Lifts in One Unit **	Total Area *	Total BUA with Staircase & Lifts **
1	Type II	340	419	759	63	83.62	47817	63467.58
2	Type III	24	0	24	73	92	1752	2208
3	Type IV	0	29	29	115.16	150	3339.64	4350
4	Total No of Quarters	364	448	812			52908.64	70025.58
Other Operational Facilities & Amenities (In Sqm)								
5	10 Nos. of Hostel Rooms (in Sqm)		269	269		322.8	269.0	322.8
6	IOW Office /SSE (P) Office (Sqm)	879	227	1106		1327.2	1106.0	1327.2
7	Staff welfare institutes (Sqm)	420	497	917		1100.4	917.0	1100.4
8	Health Unit (Sqm)	772		772		926.4	772.0	926.4
9	RPF Barrack/Running room (Sqm)	2972	612	3584		4300.8	3584.0	4300.8
10	Dog Squad, Kennel-I, Kennel-II (Sqm)	470		470		564.0	470.0	564.0
11	Three Pump rooms/ Mitra Pump room / Cubicles (Sqm)	207	242	449		538.8	449.0	538.8
12	Service Building / Staff Hostel/Booking Office (Sqm)		869	869		1042.8	869.0	1042.8
13	Sports Complex	8400		2500		3000.0	2500.0	3000.0

Request for Qualification cum Request for Proposal for Selection of a Lead Partner for Redevelopment of Dharavi Notified Area (DNA) International Competitive Bidding

	Open Area (Sqm) to be retained or relocated							
14	RLDA Office	1500		1250		1500.0	1250.0	1500.0
15	Total of All New Railway Operational Facilities & Amenities (In Sqm)	5720 + 8400 Sqm of Sports Complex Open Area	2716	8436 + 8400 Sqm of Sports Complex Open Area		14623.20	65094.64	84648.78

* Area mentioned are indicative to requirements, actual figure may vary according to the final approved plans.

**The area with Staircase & Lift may vary as per actual/ final layout due to ground constraints etc.

Note:

(i)	Type-II, III & IV Railway Quarters to be made as per Standard RLDA Drawings for Mumbai Area. The layout of building blocks, detailed drawings have to be prepared by SPV and to be got approved from Railways & RLDA before execution. Structural drawings have to be got proof checked from IIT/Mumbai.
(ii)	For Other Operational Facilities & Amenities, the layout and detailed drawings have to be prepared by SPV and to be got approved from Railways & RLDA before execution. Structural drawings have to be got proof checked from IIT/Mumbai.
(iii)	Plinth Area Norms, Scale of Amenities and General Specifications for Residential Accommodation to be constructed for Indian Railways Employees shall be in accordance to RB Letter No. RB/L&A No.007/2013 dated 11.12.2013. For other New Railway Operational Facilities & Amenities, specifications will be provided by RLDA.
(iv)	The parking has to be provided by Construction of Podium/ Basement & Stilt Floor to meet parking requirement for New Railway Operational Facilities & Amenities. In Residential Area, parking requirement is to be calculated @1ECS/ 2 tenements for Type - II Quarters, @1 ECS/ 1 tenement for Type- III Quarters & @ 1 ECS / 0.5 tenements for Type-IV Quarters, with over and above 10% increase for visitors parking in Residential Area. Parking for other New Railway Operational Facilities & Amenities shall be @ 1ECS/37.5 Sqm for initial 1500 Sqm and thereafter 1 ECS/ 75 Sqm.