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**Development of IT Tower at Malakpet, Hyderabad, Telangana, India
on Joint Development Basis**



Telangana State Industrial Infrastructure Corporation Limited

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DISCLAIMER

The information contained in this Request for Proposal document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Telangana State Industrial Infrastructure Corporation Limited or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Request for Proposal document and such other terms and conditions subject to which such information is provided.

This Request for Proposal is not an agreement and is neither an offer nor invitation by the Telangana State Industrial Infrastructure Corporation Limited to the prospective Bidders or any other person. The purpose of this Request for Proposal document is to provide interested parties with information that may be useful to them in preparing their bids ('Bids') including all the necessary submissions and the financial offers pursuant to this Request for Proposal document. This Request for Proposal document includes statements, which reflect various assumptions and assessments arrived at by the Telangana State Industrial Infrastructure Corporation Limited in relation to the Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India ('Project'). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Request for Proposal document may not be appropriate for all persons, and it is not possible for the Telangana State Industrial Infrastructure Corporation Limited, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Request for Proposal document. The assumptions, assessments, statements and information contained in this Request for Proposal document 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 Request for Proposal document and obtain independent advice from appropriate sources.

Information provided in this Request for Proposal document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Telangana State Industrial Infrastructure Corporation Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Telangana State Industrial Infrastructure Corporation Limited, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Request for Proposal document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Request for Proposal document and any assessment, assumption, statement or information contained therein or deemed to form part of this Request for Proposal document or arising in any way during the Bidding Process.

The Telangana State Industrial Infrastructure Corporation Limited does not accept any liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Request for Proposal document.



The Telangana State Industrial Infrastructure Corporation Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Request for Proposal document. While efforts will be made to issue public notice of such amendment/supplement, bidders are advised to follow the Telangana State Industrial Infrastructure Corporation Limited's website (<http://tsiic.telangana.gov.in>) on a regular basis.



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LIST OF ABBREVIATIONS

COD	Commercial Operation Date
GoI	Government of India
IST	Indian Standard Time
INR Or Rs.	Indian Rupees
LOA	Letter of Award
O&M	Operation and Maintenance
PIM	Project Information Memorandum
RFP	Request for Proposal
SPC	Special Purpose Company
TSIIC	Telangana State Industrial Infrastructure Corporation

GLOSSARY

Authority	Telangana State Industrial Infrastructure Corporation
Government	Government of Telangana
Highest Bidder	Bidder offering the highest share of built-up area
Member	Member of Consortium
Project	Development of IT Tower on Joint Development Basis admeasuring10.32 Acres at Malakpet, Hyderabad, Telangana, India

CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards



1. INTRODUCTION

1.1 BACKGROUND

- 1.1.1. The Telangana State Industrial Infrastructure Corporation Limited (hereinafter referred to as the 'Authority') under its core objective of providing integrated industrial infrastructure development for the state of Telangana, envisages the need to undertake development of IT Tower (hereinafter referred to as the 'Project') on approximately 10.32 acres of land at Malakpet, Hyderabad, Telangana, India (hereinafter referred to as the 'Project Site') on Joint Development basis. In this regard, the Authority has decided to carry out the bidding process for selection of a developer as the Bidder to whom the Project may be awarded, through a transparent bidding process.
- 1.1.2. The Authority has earmarked about 10.32 acres (41764 sq. m.) of land for the Project, which is envisaged to be an Iconic IT Tower, and is proposed to be developed as an IT Hub in the heartland of Hyderabad, with other support facilities. This RFP is for development of the Project of minimum 15,00,000 sq. ft. of built-up area (the "Minimum Development Obligation/MDO") and corresponding car parking units (as per the development control & regulations). The Developer is free to develop beyond the MDO, subject to the development control regulations and extant policy requirements. The broad project components and area statement are listed as below:

S No.	Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)
1	IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations
1	Non-IT/ITES Space	Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	

Note: In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above 20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft as Non-IT/ITES space and/or IT/ITES space based on the commercial workings of the Developer.

Mandatory Activities for which space (built-up area) can be created:

- I. The mandatory activities under IT/ITES for which the built-up space can be created, include the following:
- ☞ Plug & Play offices,
 - ☞ Business Centre(s),
 - ☞ Offices.
- II. The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:



- ☞ Residential,
- ☞ Commercial space including any retail space or any other non-IT space/non-processing zone,
- ☞ Hospitality;

based on Grid Policy dated 10-12-2020; G.O.Ms. No. 16 of GoT along with minimum Car Parking as per the development control regulations mentioned in GO 168 and as amended from time to time.

The Design Brief and Concept Note as enclosed as Volume 4 is provided as a reference document for design of the Project.

Prohibited Activities: The following are the prohibited activities for which the Developer shall not develop/create any built-up area for the purposes directly or indirectly at the Project Site:

- ☞ Warehousing,
- ☞ Car Showrooms,
- ☞ Industrial Activities,
- ☞ Automobile- repair/ services/ vehicular servicing shops,
- ☞ LPG Godowns,
- ☞ Petrol Bunk(s);

Such other trade(s) or activities involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.

The Developer is expected to undertake feasibility including the market demand assessment, existing infrastructure and the traffic study before commencement of works and accordingly has to cover the same, as required, in its approach and methodology, implementation program, staff mobilization, etc., along with detailed designs and drawings for Authority's approval.

- 1.1.3. The Selected Bidder, who is either a company incorporated under the Companies Act,1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the joint development agreement subsequent to the award of the Project, and shall enter into a joint development agreement with the Authority, to act as the Developer and undertake and implement the Project (hereinafter referred to as the 'Developer'). The Developer shall be responsible for Designing, Engineering, Financing, Procurement, Construction, Transferring Authorities share of built-up area in the Project, own Developer's share of built-up area in the Project and maintenance of the Project under and in accordance with the provisions of the joint development agreement (hereinafter referred to as the 'Joint Development Agreement') to be entered into between the Developer and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.4. The scope of work will broadly include design, engineer, finance, procure, construct, transfer Authority's share of built-up area in the Project, own Developer's share of built-up area in

the Project and maintain the Project under and in accordance with the provisions of the Joint Development agreement.

- 1.1.5. The estimated project cost is Rs.701,19,00,000 (Indian Rupees Seven Hundred One Crore and Nineteen Lakhs only) and is specified in Section 3.4 of Project Information Memorandum enclosed as Volume 3. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.6. The Joint Development Agreement enclosed as Volume 2 of this document, sets forth the detailed terms and conditions for grant of the rights to the Developer, including the scope of the Developer's services and obligations (hereinafter referred to as the 'Development Rights'). Bidders are advised to peruse the detailed terms and conditions contained in the draft Joint Development Agreement, prior to formulation and submission of their Bids.
- 1.1.7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidders about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in Joint Development Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Development Rights to be awarded pursuant to this RFP document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8. The Authority shall receive Bids pursuant to this RFP document in accordance with the terms set forth in this RFP document and other documents to be provided by the Authority pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the Authority (collectively hereinafter referred to as the 'Bidding Documents'), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.2 for submission of Bids (hereinafter referred to as the 'Bid Due Date').
- 1.1.9. The RFP document can be downloaded from the website <http://tsiic.telangana.gov.in>. The Bidder shall submit along with its Bid, and RFP Processing fee of Rs. 25,000 +18% GST amounting to 29,500 (Rupees Twenty Nine Thousand Five Hundred Only) in the form of a non-refundable demand draft drawn in favour of 'Telangana State Industrial Infrastructure Corporation Limited', issued by a Nationalized / Scheduled Bank in India, payable at Hyderabad. Proposals unaccompanied with the RFP Processing Fee shall liable to be rejected.

1.2. BRIEF DESCRIPTION OF THE BIDDING PROCESS

- 1.2.1. The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and



second envelope ('Technical Bid') shall be evaluated to ensure qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions and Technical Bid, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions and Technical bid.

- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3.2 for submission of bids (hereinafter referred to as the 'Bid Due Date').
- 1.2.3. The Bidding Documents include the draft Joint Development Agreement for the Project, Design Brief and Concept Note (enclosed as Volume 4) and the Project Information Memorandum (hereinafter referred to as the 'PIM'). Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.2.4. A Bidder is required to deposit, along with its Bid, a bid security equivalent to 1% of the Estimated Project Cost i.e., Rs. 7,01,00,000/- (Indian Rupees Seven Crore One Lakh only) (hereinafter referred to as the 'Bid Security'), refundable not later than 60 (sixty) calendar days from the date of award to the selected Bidder, except in the case of the Selected Bidder and the second highest Bidder whose Bid Security shall be retained till the Selected Bidder has provided a Performance Security under the Joint Development Agreement. The Bidders will have to provide Bid Security in the form of a bank guarantee acceptable to the Authority, and the validity period of the bank guarantee shall not be less than 240 (two hundred and forty) calendar days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5. Bidders would need to submit the following sets of documents (one original and one copy) as part of their Bid.
 - A. Envelope I - Documents mentioned in Clause 2.3.2 (c) - 'Key Submissions'.
 - B. Envelope II - Technical Bid along with Documents mentioned in Clause 2.3.2 (d) - 'Technical Bid'.
 - C. Envelope III - Financial Offer as mentioned in Clause 2.3.2 (e) - 'Financial Bid'.
- 1.2.6. The evaluation of the Bid submissions would be carried out in the following three stages.
 - A. **Stage I:** First stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP document. Those Bids found to be substantially responsive would be considered for evaluation in the second stage.
 - B. **Stage II:** In the second stage, the evaluation of the information furnished by the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity



(‘Eligibility Criteria’) would be undertaken as per Clause 3.3.9 of the RFP document and assessed as per Appendix - IV of RFP document. Those Bidders scoring **70 marks** and above would be Technically Qualified Bidders and shall qualify for the next stage of evaluation.

C. **Stage III:** In the third stage, the Financial Proposal of the Technically Qualified Bidders will be opened for identifying the Selected Bidder.

1.2.7. Financial Proposals are invited for the Project on the basis of Built-up area on Warm Shell with high side basis offered by a Bidder over and above the minimum development share/ built-up area share of 2,50,000 sft of warm shell with high side basis in IT/ITES block and to be in addition to 1,00,000 sft on plug and play basis in IT/ITES block to the Authority (‘Authority’s Joint Development Share’) on the minimum Built-up area of 15,00,000 sft that shall be developed. In this regard, the Bidder shall have to comply to the condition as prescribed below for development:

S No.	Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)
1	IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations
1	Non-ITES Space	Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	

Note: In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above 20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft as Non-IT/ITES space and/or IT/ITES space based on the commercial workings of the Developer.

Explanation: The terms, Warm Shell with high side and Plug & Play as mentioned in herein above have the meaning as ascribed hereunder:

Warm Shell with high side – Includes Core & Shell, Common Area Finishes like Painting, Flooring & Cladding, False Ceiling, Internal & Fire Doors, Structural Glazing, Electrical (Includes Transformer, LT Panels, DG Set, Cables, Busduct, Common area lighting, Electrical work in External Development), Plumbing & Sanitary (Includes Sanitary & CP fitting for toilets, STP, WTP, Internal & External Piping work, Pumps), Fire Protection (Includes Fire pump room equipment, Hydrant System, Fire Extinguishers, Sprinkler System, PA and Alarm Systems), Elevators, HVAC (Includes Chillers, Chiller Piping and pumps, AHU etc.), External development and Others. It includes all services including but not limited to electrical, HVAC, IT support services, etc., to the doorstep of the Authority for it to enable works in its area / premises.



Plug & Play – Warm Shell with high side + Interior Fit-out (including interior finishing, false ceiling, painting, HVAC (interior), electrical fittings, furniture & furnishing, workstations, flooring/ carpeting etc.) + IT Support (network cabling, server room, etc.)

The Authority's Joint development share shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.1.16, the Project will be awarded to the Bidder quoting the highest Authority's joint development share (the "Highest Bidder").

The Authority's joint development share quoted in the financial proposal shall be exclusive of the parking area, which shall be provided as per the prevalent Development Control & Regulations with no additional cost to the Authority.

In case of development of any additional built-up area at the Project Site over and above the Built-up area as mentioned in Clause 1.1.2 for commercial purpose, the Developer is free to sell/lease such additional built-up area so developed without any obligation to share any additional built-up area so developed to the Authority, subject to the provisions of entire Bidding Documents.

- 1.2.8. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.3.10 (c) of this RFP document, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.9. Project Development Fee – The selected bidder shall pay a Project development fee equivalent to 0.30% of Estimated Project Cost i.e., INR 2,10,30,000/- (Indian Rupees Two Crore Ten Lakh Thirty Thousand Only) plus GST on acceptance of Letter of Acceptance (LoA).
- 1.2.11. Bidders are advised to examine the Project in great detail, and to carry out, at their cost, such studies and to do such due diligence, as may be required for submitting their respective Bids for award of the Development Rights including implementation of the Project.
- 1.2.12. The Developer shall be entitled to own his share of built-up area on freehold basis and collect revenues including sale proceeds from the Project in accordance with the terms of the Joint Development Agreement.
- 1.2.13. Any queries or request for additional information concerning this RFP document shall be submitted in writing or e-mail to the officer designated in Clause 2.3.7. The envelopes/ communication shall clearly bear the following identification/ title:

'Queries/Request for Additional Information: RFP Document for Development of IT Tower admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India.

1.3. SCHEDULE OF BIDDING PROCESS



1.3.1. The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and second envelope ('Technical Bid') shall be evaluated to ensure qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions and Technical Bid, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions and Technical Bid.

1.3.2. The Authority shall endeavour to adhere to the following schedule:

S No.	Event Description	Date / Timeframe
1	Notice Inviting Tender	13.02.2023
1	Last Date for Receiving Queries on RFP Document	20.02.2023
3	Pre-Bid Conference	21.02.2023
4	Authority's Responses to the Queries	23.02.2023
5	Bid Due Date	09.03.2023 up to 5.00 PM.
6	Technical Bid Opening Date	10.03.2023 at 05.30 PM.
7	Financial Bid Opening	Will be intimated in due course

1.3.3. All queries on the RFP document shall be addressed to:

The Chief Engineer,
Telangana State Industrial Infrastructure Corporation (TSIIC)
5th Floor, Parishrama Bhavan, Basheerbagh, Hyderabad – 500 004, Telangana State.
Phone: 040- 23237625 Extn. 711.

1.3.4. Pre-Bid Conference will be held on date mentioned in Clause 1.3.2. above. Venue of the Pre-Bid Conference is given below:

Parisrama Bhavanam,
6thFloor, 5-9-58/B, Fateh Maidan Road,
BasheerBagh, Hyderabad - 500 004.

2. INSTRUCTIONS TO THE BIDDERS

2.1. GENERAL TERMS OF BIDDING

2.1.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2. The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium; and a single entity Bidder shall either be a company incorporated under the Companies Act, 1956/2013 or a Partnership



Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered with appropriate government registration. Further, in case of a Consortium, each of the entities forming the Consortium (the "Member(s)") shall either be a company registered under the Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered with appropriate government registration. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.21 of this RFP.

The Bidder must have office/offices in India at the time of submitting bid. Proof of having office in India must be submitted along with the bid.

2.1.3. If the Indian subsidiary of a foreign firm is meeting the qualification Criteria as spelt out in the RFP, Indian subsidiary can quote directly, and they may mention in their bid that services will be rendered through them only. The foreign firm has to give Power of Attorney in favour of the Bidder authorizing the Bidder to submit its Bid. In such case, the Bidder will be entirely responsible for execution of the Project works as per the provisions of the Joint Development Agreement as per terms and conditions of the RFP. The foreign firm of the Indian subsidiary (which is bidding for the Project), Bidder bidding individually or as a member of a Consortium, shall ensure that Power of Attorney is legalised/apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

I. "Bidder" (including the terms 'tendered', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV. Beneficial owner for the purpose of (III) above means:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;



3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The Selected Bidder/ Developer shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause III above.

Certificate regarding Compliance:

1. A certificate shall be required to be submitted by the bidders in the format prescribed at Appendix-IX.
2. It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Validity of Registration:

In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

- 2.1.4. The PIM and the Design Brief and Concept Note of the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM and Design Brief and Concept Note shall be binding on the Authority and / or its consultants/ advisors, nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM and Design Brief and Concept Note.
- 2.1.5. Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Joint Development Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder



shall continue to have effect in addition to its obligations under the Joint Development Agreement.

- 2.1.6. The Financial Bid should be furnished in the format at Appendix - V, clearly indicating the absolute built-up area on Warm Shell with high side basis offered by the bidder over and above minimum area of 2,50,000 sft of warm shell with high side basis in addition to the Plug & Play built-up area of 1,00,000 sft as prescribed in Clause 1.2.7 of the RFP document and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.7. The Financial Bid shall consist of an absolute built-up area to be offered to the Authority on Warm Shell with high side basis ('Authority's Joint Development share'), to be quoted by the Bidder over and above 2,50,000 sft in addition to Plug & Play built-up area of 1,00,000 sft on Bidder's minimum development obligation of 15,00,000 sft built-up area. The Joint development share along with the minimum built-up area and parking area shall be handed over to the developer to the Authority, as the case may be, as per the terms and conditions of this RFP document and the provisions of the Joint Development Agreement.
- 2.1.8. The Bidder shall deposit a Bid Security of equivalent to 1% of the Estimated Project Cost i.e., INR 7,01,00,000/- (Indian Rupees Seven Crore One Lakh only) in accordance with the provisions of this RFP document. The Bidder has to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix - VII.
- 2.1.9. The validity period of the Bank Guarantee shall not be less than 240 (two hundred and forty) calendar days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder (H1) and Second Highest Bidder (H2) whose Bid Security shall be retained till the Selected Bidder (H1) has provided a Performance Security under the Development Agreement.
- 2.1.10. The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.11. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix - III.
- 2.1.12. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.13. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.14. The Bidding Documents including this RFP document and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall



not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.14 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.15. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Development Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the
- b) Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- c) a constituent of such Bidder is also a constituent of another Bidder; or
- d) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- e) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or



- f) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- g) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.15, shall include each Member of such Consortium.

2.1.16. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the Letter of Award (the "LOA") or (ii) execution of the Joint Development Agreement. In the event any such adviser is engaged by the Selected Bidder or Developer, as the case may be, after issue of the LOA or execution of the Joint Development Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Joint Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Joint Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Developer for the same.

2.1.17. Any award of Development rights pursuant to this RFP document shall be subject to the terms of Bidding Documents.

2.1.18. To be eligible, a Bidder shall fulfil the following conditions of eligibility:

A. (Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall meet the requirements set out below (the "Threshold Technical Capacity").

- ☞ The Bidder shall have minimum of 5 (five) years of experience demonstrated through audited financial statements;
- ☞ Development and marketing experience of a single commercial project size of at least 7,50,000 sq. ft. of leasable/saleable area or cumulative development and marketing experience of not more than 3 (three) projects aggregating to at least 10,00,000 sq. ft. of leasable/saleable area with each project of at least 2,50,000 sft as specified in Clause 3.3.3 in the last 10 years;

In case the Bidder does not have prior experience in marketing of above volumes, it can engage International Property Consultants (the "IPC") such as CBRE, JLL, Cushman & Wakefield, Anarock, Knight Frank, or any other reputed IPC having experience in Indian



market equivalent to the aforesaid mentioned for marketing of the built Space and shall have to submit a tie-up certificate/MOU along with the Bid.

In case such Bidder is the Selected Bidder, it shall have to submit to the Authority within 30 days of signing Joint Development Agreement the draft marketing agreement with the IPC for approval and enter into the Agreement as approved by the Authority before “Appointed Date” at its cost and submit a copy of the same to Authority.

In this regard, in case the Indian subsidiary of a foreign firm is the Bidder, the experience of its foreign firm shall also be reckoned for evaluating the eligibility/qualification criteria subject to the provisions of the RFP.

- ☞ The Bidder shall showcase the methodology for implementation of the Project in the form of presentation including architectural drawings (2 options), plans proposed, schedule of completion, previous project/s completed as per bid submission along with timelines, technical and financial capability and any other relevant information required for the Project.

For the purpose of this RFP document, Eligible Project here means IT Parks / Commercial Office Buildings/ Hotel (Not less than 3-Star Category), Commercial Complex, Retail Space, Business Centres, Residential (only high-rise buildings of 18 metres and above shall only be considered) or such other similar project as accepted by the Technical Committee.

The Bidder shall have completed Eligible Project, as Defined in Clause no 2.1.18, 3.3.3 & 3.3.4 and the same shall be evaluated as per the Clause No.3.3.9.

- B. For demonstrating financial capacity in terms of turnover and net worth (the “Financial Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Financial Capacity”)

- ☞ The Bidder shall have a minimum Average Annual Financial Turnover of 50% of the assessed Project Cost during the last five years as at the close of the preceding financial year, for which audited financial statements available (ending 31st March 2022). For the purpose of assessment, Project Cost shall be taken as Rs. 701 Crores including interest during construction but excluding land cost.

- ☞ In case of Consortium, the aggregate financial turnover of the consortium members (maximum 3 members) should satisfy the above, i.e., at least 50% of the assessed Project Cost’.

- ☞ The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 233 Crore (Rupees Two Hundred Thirty Three Crore only) as at the close of the preceding financial year, for which audited financial statements are available, i.e., 31 March 2022.

- ☞ In case of Consortium, the aggregate Net Worth of the consortium members (maximum 3 members) should add up to Rs. 233 Crore (Rupees Two Hundred Thirty Three Crore only) as at the close of the preceding financial year, for which audited financial statements are available i.e., 31 March 2022.

☞ Revenues on Eligible Projects

The Bidder shall have received revenues (both lease rentals and the sale proceeds shall be considered) on Eligible Projects on any single project of at least 50% of the Project Cost in the last 10 years. For the purpose of evaluation, the Project Cost will be computed considering the Project Cost as Rs. 701 Crores including interest during construction but excluding land cost.

For the Bidders who do not have prior experience in marketing shall have to submit a tie-up certificate/MoU with one of the International Property Consultants (the “IPC”) for marketing as detailed in Clause 2.1.18 (A). In such case, such IPC shall have prior experience of arranging sale/lease rental income on Eligible Projects on any single project of at least 50% of the Project Cost in the last 10 years. For the purpose of evaluation, the Project Cost will be computed considering the Project Cost as Rs. 701 Crores including interest during construction but excluding land cost.

- ☞ In case of Consortium, the Revenues of any one of the consortium members (maximum 3 members) should be Rs. 350.50 Crore (Rupees Three Hundred Fifty Crore Fifty Lakh only) in the last 10 years on any one Eligible Project at the close of the preceding financial year for which audited financial statements are available i.e., 31 March 2022.

2.1.19. The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix - I, complete with its Annexures, the following:

- a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 10 years in respect of the projects specified in paragraph 2.1.18. (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- b) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.1.19.(b). For the purposes of this RFP document, net worth (the “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 accrued liabilities.
- c) Certificate(s) from its statutory auditors specifying the Revenues from the Eligible Projects of the Bidder as at the close of the preceding financial year. For the purposes of this RFP document, Revenues shall mean the total revenues both lease rentals and the sale proceeds received on any one Eligible Project from any one Consortium Member.

In case of a Consortium, the combined Technical Capacity and Financial Capacity (Revenues from Eligible Projects, from any one Member only) of those Members, who have and shall continue to have an equity share of at least 26% each in the SPC, should satisfy the above conditions of eligibility; provided that each such Member shall, commencing from Agreement Date and up till 3 (three) calendar years from the date of signing of the Joint



Development Agreement or project completion date, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPC; and (ii) 5% (five percent) of the Total Project Cost specified in the Joint Development Agreement.

- 2.1.20. The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix- III.
- 2.1.21. Where the Bidder is a consortium, it shall form an appropriate Special Purpose Company, incorporated under the Indian Companies Act 2013 (the "SPC") to act as the Developer, execute the Joint Development Agreement and implement the Project. It shall, in addition to forming an SPC, comply with the following additional requirements:
- a) Number of members in a consortium should be limited to 3 (three);
 - b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Consortium;
 - c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share of at least 26% paid up and subscribed equity of the SPC. The nomination shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the other members of the Consortium;
 - d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical and obligations;
 - e) An individual Bidder cannot at the same time be member of a Consortium, bidding for the Project. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium bidding for the Project;
 - f) The Members of a Consortium shall form an appropriate SPC to execute the Project if awarded to the Consortium;
 - g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix - VI (the "Joint. Bidding Agreement") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - i. convey the intent to form an SPC with shareholding/ ownership equity commitment(s) in accordance with this RFP document, which would enter into the Joint Development Agreement and subsequently carry out all the responsibilities as Developer in terms of the Joint Development Agreement, in case the developer rights to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities of each member at each stage;
 - iii. commit the minimum equity stake to be held by each member;



- iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such member shall, commencing from the Agreement Date and up till 3 (Three) years from the date of signing of the Joint Development Agreement or Project completion date, whichever is later, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC; and (ii) 5% (five percent) of the Total Project Cost specified in the Joint Development Agreement;
- v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid-up equity of the SPC at all times until the Project completion date; and
- vi. include a statement to the effect that all members of the Consortium shall, be liable jointly and severally for all obligations of the Developer in relation to the Project until the Project completion date is achieved in accordance with the Joint Development Agreement; and

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive)

- vii. except as provided under this RFP document and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.22. Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.23. A Bidder/ Consortium Member should, in the last 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.

2.1.24. In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.1.18, 2.1.19 and 3.3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of

such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.25. The following conditions shall be adhered to while submitting a Bid:

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- c) Bidders should demonstrate their capacity in accordance with Clauses 2.1.18, 2.1.19 and 3.3.3; and
- d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.1.26. The Bidding is open to Indian entities only. Accordingly, the Indian subsidiary of a foreign firm can only participate in the tender and not the foreign firm, subject to fulfilment of eligibility and qualification criteria of the RFP either individually or as a Member of a Consortium. In such case, the foreign firm shall have to give an undertaking that they would provide all the technical knowhow, resources, capital that may be required and support the Bidder in execution of the Project subject to the Applicable Laws of the Country/State. The following provisions shall be applicable in such case(s):

- a) Where, on the Bid Due Date, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or any of the constituents of a Consortium is held by persons resident outside India or where a Bidder or any of the constituents of a Consortium is controlled by persons resident outside India; or
- b) if at any subsequent stage after the Bid Due Date, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid-up equity share capital or control (by persons resident outside India) in or of the Bidder or any of the constituents of a Consortium;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.



The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in its shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.1.27. Change in Composition of the Consortium: No change in the composition of the Consortium shall be permitted after the Bid Due Date.

2.1.28. Change in Ownership

- a) 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 Developer, shall not be less than 51% (fifty one percent), at all times commencing from the date of execution of the Joint Development Agreement and up till 3 (three) calendar years from the date of signing of the Joint Development Agreement or Project completion date, whichever is later (the "Lock-in Period").
- b) Further, in case the Selected Bidder is a Consortium, those of its Consortium Members, whose Technical and Financial Capacity shall be taken in to consideration for the purposes of evaluation and qualification hereunder, shall at all times during the Lock-in Period, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Joint Development Agreement.
- c) The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Joint Development Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Joint Development Agreement, be deemed to be a breach of the Joint Development Agreement and dealt with as such thereunder.
- d) By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Joint Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Joint Development Agreement, be deemed to be a breach of the Joint Development Agreement, and the same shall be liable to be terminated without



the Authority being liable in any manner whatsoever to the Developer. In such an event, notwithstanding anything to the contrary contained in the Joint Development Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Joint Development Agreement or otherwise.

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

2.1.30. Site Visit and Verification of Information

- a) Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic volumes, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- b) It shall be deemed that by submitting a Bid, the Bidder has:
 - i. made a complete and careful examination of the Bidding Documents;
 - ii. received all relevant information requested from the Authority;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.1.30 above;
 - iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.1.30 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.30 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Joint Development Agreement
 - vi. acknowledged that it does not have a Conflict of Interest; and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- c) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP



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

2.1.31. Right to Accept and to Reject any or all Bids

- a) Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- b) The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- c) 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. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. invite the remaining Bidders to submit their Bids in accordance with this RFP document; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.1.32. In case it is found during the evaluation or at any time before signing of the Joint Development Agreement or after its execution and during the period of subsistence thereof, including the Development Rights thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Joint Development Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Joint Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Developer, as the case may be, without the Authority being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Joint Development Agreement, or otherwise.

2.1.33. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document or the Bidding Documents and



the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.2. DOCUMENTS

2.2.1. Contents of the RFP Document: This RFP document, titled as 'Instructions to Bidders', Volume 1 of the Bidding Documents, comprises the Letter of Invitation, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.2.4.

Section 1 Introduction

Section 1 Instructions to Bidders

Section 3 Evaluation of Bids

Section 4 Miscellaneous

Section 5 Appendices and Annexures

Appendix - I: Letter Comprising the Bid

Annexure - I: Details of Bidder

Annexure - II: Technical Capacity of the Bidder

Annexure - III: Financial Capacity of the Bidder

Annexure - IV: Details of Eligible Projects

Annexure - V: Statement of Legal Capacity

Appendix - II: Power of Attorney for signing of Bid

Appendix - III: Power of Attorney for Lead Member of Consortium

Appendix - IV: Format of Technical Proposal Evaluation

Appendix - V: Format of Financial Proposal

Appendix - VI: Joint Bidding Agreement for Consortium.

Appendix - VII: Bank Guarantee for Bid Security.

Appendix - VIII: Guidelines of the Department of Disinvestment.

Appendix - IX: Draft Letter of Award to the Selected Bidder.

2.2.2. The Draft Joint Development Agreement (Volume 2), the Project Information Memorandum (Volume 3) and Design Brief and Concept Note (Volume 4) provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP document.

2.2.3. Clarifications

a) Bidders requiring any clarification on the RFP document may notify the Authority in writing or by fax and e-mail to the address provided in Clause 1.3.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.2. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or



provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority. The Authority will also upload such clarifications in its website (<http://tsiic.telangana.gov.in>) and will not be responsible for any bidder not receiving any project related clarification from the Authority.

2.2.4. Amendment of RFP document

- a) 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 a Bidder, modify the RFP document by the issuance of Addenda.
- b) Any Addendum issued hereunder will be in writing and shall be uploaded on the website.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.3. PREPARATION AND SUBMISSION OF BIDS

2.3.1. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP document. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
- b) The Bid and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together.
- c) The Bidder shall submit one original and one copy of the entire Bid. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.3.2. Sealing and Marking of Bids

- a) The Bidder shall submit the Bids in the manner specified in this Clause 2.3.1.
- b) The Bidder shall submit the Bids in three separate covers comprising the following documents and marked as “Key Submissions”, “Technical Proposal” and “Financial Proposal”.
- c) Envelope I: “Key Submission”:



- i. Non-refundable Demand Draft of Rs. 29,500/- (Twenty Nine Thousand Five Hundred Only) inclusive of GST from a Nationalized Bank or a Scheduled Bank of India in favour of “Telangana State Industrial Infrastructure Corporation”, payable at Hyderabad towards the cost of the RFP Processing Fee.
 - ii. Letter accompanying the Bid in the prescribed format at Appendix- I along with Annexures and supporting documents (substantiating Technical and Financial Capacity);
 - iii. Bid Security as Bank Guarantee in the format at Appendix- VII;
 - iv. Technical Capacity of Bidder in the format at Annexure - II (without supporting documents)
 - v. Financial Capacity of the Bidder in the format at Annexure - III (without supporting documents)
 - vi. Self-Declaration that all the forms and formats has been provided in the Technical Bid (Envelop II)
- d) Envelope II: “Technical Proposal”:
- i. Power of Attorney for signing of Bid in the prescribed format (Appendix - II);
 - ii. Undertaking Letter supported by Board Resolution from the foreign firm in case its Indian subsidiary is the Bidder, that it shall provide all the support and technical knowhow, capital and resources as may be required for successful execution of the Project;
 - iii. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix - III);
 - iv. Copy of Memorandum and Articles of Association, of the Bidder/ Consortium Member is a body corporate, and in case of the Partnership firm the partnership firm should furnish partnership deed;
 - v. Copies of supporting Documents for Evaluation of Technical Capacity;
 - vi. Copy of experience certificates apostille at foreign origin if any;
 - vii. Copies of Bidder’s or each Consortium Member’s duly audited balance sheet, annual reports and profit and loss account for the preceding 5 (five) years for which audited financial statements are available;
 - viii. Self-declaration on Volume of Ongoing Works in Hand, duly certified their Statutory Auditor;
 - ix. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix - VI;



- x. A copy of the Joint Development Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.

The Envelope marked Key Submissions and Technical Bid shall not contain any financial condition/ reservation or any such information which may have a bearing on the Financial Bid. Key Submissions and Technical Bid containing financial proposals and or financial information/ conditions (unless specifically sought) shall be liable to rejection (and forfeiture of Bid Security).

- e) Envelope III: “Financial Proposal”, consisting of the Built-up area on Warm Shell on High Side basis offer of the Bidders over and above the minimum built-up area of 2,50,000 sft of Warm Shell with High Side basis in addition to Plug & Play Office space of 1,00,000 sft as prescribed by the Authority in the RFP shall be submitted as per the format provided at Appendix - V of this document.

2.3.3. The Bidder shall seal each of the above three envelopes of the Bid in separate covers and mark them as “Key Submissions”, “Technical Proposal” and “Financial Proposal”. The three sealed covers shall then be placed in a single outer cover, clearly making each of the envelopes as “Original”.

2.3.4. Similarly, the copies of three parts of the Bids shall be sealed in separate envelopes and placed in a single larger cover, clearly marking each of the envelopes as “COPY”.

2.3.5. Both the original and the copy of the Bid shall be placed in an outer envelope and sealed.

2.3.6. Each of the envelopes (outer and inner) shall clearly bear the following identification and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

“Bid for Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India”

2.3.7. Each of the envelopes shall be addressed to:

The Chief Engineer
Telangana State Industrial Infrastructure Corporation Limited,
Parisrama Bhavanam,
5thFloor, 5-9-58/B, Fateh Maidan Road,
Basheerbagh, Hyderabad - 500 004.
E-Mail Address: ce-iic@telangana.gov.in

2.3.8. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.3.9. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.



- 2.3.10. Language: The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.3.11. Bid Due Date: Bids should be submitted before 5.00 pm IST on the Bid Due Date at the address provided in Clause 2.3.7 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified at Clause 2.3.7. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.2.4 uniformly for all Bidders.
- 2.3.12. Late Bids: Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.3.13. Financial Proposal: The Financial Proposal shall consist of the built-up area on Warm Shell with high side basis over and above 2,50,000 sft in addition to (1,00,000 sft of built-up area on plug & play basis) ('Authority's Joint Development Share') offered by the Bidder (as per Appendix-V). The bidder shall specify absolute built-up area number over and above the minimum Plug & Play built-up area and Warm Shell area on High Side basis as prescribed by the Authority in Clause 1.2.7 to undertake the Project in accordance with this RFP document and the provisions of the Joint Development Agreement.
- 2.3.14. The Project will be awarded to the Bidder quoting the highest Joint Development Share in accordance with procedure described in the Clause 3.3.10.
- 2.3.15. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.
- 2.3.16. The proposed Joint Development Agreement shall be deemed to be part of the Bid.
- 2.3.17. Modifications/ Substitution/ Withdrawal of Bids
- a) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
 - b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.3.2, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
 - c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.



- 2.3.18. Rejection of Bids: Notwithstanding anything contained in this RFP document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. 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.
- 2.3.19. 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.
- 2.3.20. Confidentiality: Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
- 2.3.21. Correspondence with the Bidder: Save and except as provided in this RFP document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 2.4. **BID SECURITY**
- 2.4.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix – VII (the “Bank Guarantee”) and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 21 of the Reserve Bank of India Act, 1934.
- 2.4.2. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.4.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.4.4. Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders (excluding Second Highest Bidder) will be returned by the Authority, without any interest, within 7 days of issue of LOA to the Preferred Bidder.



- 2.4.5. The Bid Security of Selected Bidder and Second Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Joint Development Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.4.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.4.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP document, 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 Bid validity as specified in this RFP document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.4.7. The 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 Joint 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 as specified in Section 4 of this RFP document;
 - b) if a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - c) In the case of Selected Bidder, if it fails within the specified time limit
 - i. to sign and return the duplicate copy of LOA;
 - ii. pay the Project Development Fee;
 - iii. to sign the Joint Development Agreement; or
 - iv. to furnish the Performance Security within the period prescribed therefore in the Joint Development Agreement; or
 - d) In case the Selected Bidder, having signed the Joint Development Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1. OPENING AND EVALUATION OF BIDS

- 3.1.1. The Authority shall open the Bids at 11.30 hours on the next working day to Bid Due Date at the place specified below and in the presence of the Bidders who choose to attend.

Telangana State Industrial Infrastructure Corporation Limited,
ParisramaBhavanam, 5th Floor, 5-9-8/B,
Fateh Maidan Road, Basheerbagh, Hyderabad - 500004.

- 3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.



- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5. 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.
- 3.1.6. To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of its consultant(s) or advisor(s).

3.2. TESTS OF RESPONSIVENESS

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive only if:
 - a) it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - b) it is accompanied by the RFP Processing fee
 - c) it adheres to all the formats at Appendix - I to IX and it's all Annexures;
 - d) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.3.11;
 - e) Duly filled up Annexure - I to Annexure - V of Appendix 1
- 3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3. EVALUATION PARAMETERS

- 3.3.1. Only those Bidders whose Bids are adjudged to be responsive shall qualify for evaluation under this Section.
- 3.3.2. The Bidder's competence and capacity is proposed to be established by the parameters as detailed in Clause 2.1.18 of this RFP document for a) Technical Capacity; and b) Financial Capacity. Further, all the supporting documents shall be evaluated with respect to submission of the Bids.
- 3.3.3. Technical Capacity for Purposes of Evaluation: For the purposes of this RFP document, more particularly for the purposes of Clause 2.1.18, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.3.4 (the "Eligible Projects"):



For the purpose of this RFP document: Eligible Project means IT Parks / Commercial Office Buildings/ Hotel (Not less than 3-star Category), Commercial Complex, Retail Space, Business Centres, Residential (only high-rise buildings of 18 metres and above shall only be considered) or such other similar project as accepted by the Technical Committee.

- 3.3.4. Eligible Experience shall be measured only for Eligible Projects. For a project to qualify as an Eligible Project:
- a) It should have been undertaken on Joint Development, BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector or private entity for providing non-discriminatory access to users in pursuance of its charter, joint development or concession, as the case may be;
 - b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed; and
 - c) the entity claiming experience shall, during the past 10 (ten) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from collection of users charges from the users, but shall not include revenues from sale or provision of goods or services such as electricity, gas, telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- 3.3.5. The Bidder shall quote experience in respect of a particular Eligible Project, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form. Further, the Project should have been executed by the entity, majority stake of which is held by the Bidder considered for evaluation.
- 3.3.6. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 3.3.7. Details of Experience
- a) The Bidder should furnish the details of Eligible Experience as set out in Clause 2.1.18 (A) (I) for the past 10 (ten) years preceding the Bid Due date.
 - b) The Bidders must provide the necessary information relating to Technical Capacity set out in Clause 2.1.18 (A) (I) as per format at Annexure - II of Appendix - I and shall furnish the required project-specific information and evidence in support thereof as per the format provided in Annexure - IV of Appendix - I.
- 3.3.8. Financial information for Purposes of Evaluation



- a) The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for last 5 (five) financial years from the Bid Due Date for which audited financial statements are available.
- b) The Bidder must qualify under Turnover evaluation criteria and establish a minimum Net Worth as specified in Clause 2.1.18 (B), and provide details as per format at Annexure - III of Appendix - I.
- c) In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project had been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.3.9. Evaluation of Technical Proposal

- a) The Technical Proposal of all the Bidders whose Bids are adjudged as responsive in terms of Clause 3.2.1 and who meet the Eligibility Criteria as per the terms of Clause 2.1.18 will be evaluated.
- b) Subsequently, the Technical Proposals would be evaluated on the various aspects set out in Appendix - IV.
- c) Bidders who score a minimum score of 70 marks out of a total of 100 (the "Technically Qualified Bidders") would be considered for further evaluation.

3.3.10. Selection of Bidder

- a) The Financial Proposal of only Technically Qualified Bidders shall be opened and the Bidder offering the highest Built-up Area ('Joint Development share') as per Clause 2.3.13 to the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) In the event that two or more Bidders quote the same Built-up Area ('Joint Development Share') (the "Tie Bidders"), the Authority shall identify the Selected Bidder who has scored highest Technical Score among the Tie Bidders.
- c) In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "First Round of Bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "Second Round of Bidding"). If in the Second Round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the Second Round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the First Round of Bidding offer to match the said Highest Bidder in the Second Round of Bidding, the said third highest Bidder shall be the Selected Bidder.



- d) In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding as specified in Clause(c), the Authority may, in its discretion, invite fresh Bids (the “Third Round of Bidding”) from all Bidders except the Highest Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.
- e) After selection, a LOA shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with the Upfront Payment, Performance Security and Project Development Fee. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date and/ or non-payment of Upfront Payment, Performance Security and Project Development Fee, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- f) On issuance of LOA, the Selected Bidder shall have to furnish Performance Security to the extent of 50% of the value within 10days. Thereafter, after acknowledgement of the LOA and furnishing of Performance Security for the remaining 50% of the value and Project Development Fee as aforesaid by the Selected Bidder, it shall cause the Developer to execute the Joint Development Agreement within the period prescribed. The Selected Bidder/ Developer shall not be entitled to seek any deviation, modification or amendment in the Joint Development Agreement.
- 3.3.11. Contacts during Bid Evaluation: Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. MISCELLANEOUS

4.1. FRAUD AND CORRUPT PRACTICES

- 4.1.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Joint Development Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Joint Development Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Joint Development Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages,

without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Joint Development Agreement, or otherwise.

- 4.1.2. Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Joint Development Agreement, or otherwise if a Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Joint Development Agreement, such Bidder or Developer shall not be eligible to participate in any tender or RFP document issued by the Authority during a period of 2 (two) years from the date such Bidder or Developer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3. For the purposes of this Clause 4.1, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Joint Development Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Joint Development Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Joint Development Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and



- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.2. PRE-BID CONFERENCE

4.2.1. Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

4.2.2. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

4.3. OTHERS

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

4.3.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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



5. APPENDICES AND ANNEXURES

APPINDIX - I

Letter Accompanying the Bid

(Refer Clauses 2.3.2 (b))

Dated:

To

The Vice Chairman & Managing Director,
Parisrama Bhavanam,
6thFloor, 5-9-58/B, Fateh Maidan Road,
Basheerbagh, Hyderabad - 500 004

Dear Sir,

Subject: Bid for 'Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India'

With reference to your RFP document dated ***** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified:

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer for the aforesaid Project, 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. This statement is made for the express purpose of our selection as Developer for the design, build, finance, transfer Authorities share of built-up area, own Developer's share of built-up area and maintenance of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. 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.
5. I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and



- b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - c) 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, as defined in Clause 4.1.3 of the RFP document, in respect of any tender or RFP document issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, 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; and
 - e) the undertakings given by us along with the Bid in response to this RFP document for the Project are true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.3.18 of the RFP document.
8. I/ We believe that we/ our Consortium satisfy(s) the Financial Turnover and Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, 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.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, 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.
12. 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.
13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-X thereof.



14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding 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.
15. I/ We acknowledge and undertake that in case selected for the Project, we (single entity/ Consortium members collectively) shall hold at least 51% (fifty one percent) of the subscribed and paid-up equity of the Developer/ SPC for the Lock-In Period for this Project.
16. I/We further undertake and acknowledge that each of the Consortium Members whose Technical Capacity and Financial Capacity will be considered for the purposes of evaluation and short listing hereunder shall, up for the Lock-in Period of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Developer; and (ii) 5% (five per cent) of the Total Project Cost specified in the Joint Development Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Joint Development Agreement in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity is being relied upon and will be taken in to consideration for the purposes of short-listing under and in accordance with the RFP document, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event change in control occurs after signing of the Joint Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Joint Development Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Joint Development Agreement.
19. I / We hereby irrevocably waive 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.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Joint Development Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Joint Development Agreement, 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 Development Rights.



22. I/ We offer a Bid Security of Rs. 7,01,00,000/- (Indian Rupees Seven Crore One Lakh only) to the Authority in accordance with the RFP document. The Bid Security in the form of a Bank Guarantee is attached.
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. 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.
24. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP document, draft Joint Development Agreement, our own estimates of costs and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {I/We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer/ SPC under the Joint Development Agreement till handing over of the Authorities Share of Built-up area or Project completion date, whichever is later in accordance with the Joint Development Agreement.}
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) calendar days from the Bid Due Date specified in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)
Name and seal of Bidder/Lead Member

Date and Place:



APPENDIX – I
Annexure - I
Details of Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/ these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:
5. In case of a Consortium:
 - a) The information above (1-4) should be provided for all the Members of the Consortium.
 - b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.21 (g) should be attached to the Bid.
 - c) Information regarding role of each Member should be provided as per table below:

S No.	Name of the Member	Role {Refer Clause 2.1.21 (d)}	Percentage of equity in the Consortium {Refer Clauses 2.1.21 (a), (c) & (g)}
1			
1			
3			



6. The following information shall also be provided for each Member of the Consortium: Name of Bidder/ member of Consortium:

S No.	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).		
1	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been legalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).



APPENDIX – I
Annexure - II
Technical Capacity of the Bidder
(Refer to Clauses 2.1.18 (A), 3.3.3 and 3.3.4 of the RFP document)

Bidder Type ^{1/} (1)	Member Code ^{2/} (2)	Project Code ^{3/} (3)	Category ^{4/} (4)	Experience ^{5/} (5)
Single entity Bidder / Lead Member		A B C		
Consortium Member 2		2A 2B 2C		
Consortium Member 3		3A 3B 3C		

Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.24 and/ or by a project company eligible under Clause 3.3.4 (b). In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years preceding its latest financial year.

^{1/}A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.24, shall be provided.

^{2/}Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OM means Other Member.

^{3/}Refer Annexure - IV of this Appendix - I. Add more rows if necessary.

^{4/}Refer Clause 3.3.3.

^{5/}Refer Clauses 2.1.18 (A).

For conversion of US Dollars to Rupees, the rate of conversion shall be Rs. 81.69 (Rupees eighty one and sixty nine paise) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars 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.

The Bidder shall provide information on experience and technical capability as per the formats given. The Authority reserves the right to verify the successful operation and performance of the qualifying



project/s mentioned in the formats and the Bidder shall arrange permissions for visiting these installations, if such a request is made by Authority at his cost.

APPENDIX – I
Annexure - III
Financial Capacity of the Bidder
(Refer to Clauses 2.1.18 (B), 2.1.19 (ii) and 3.3.8 of the RFP document)

Bidder Type ^{1/}	Member Code ^{2/}	Maximum Annual Turnover (Rs. Crores) of Last 5 Years	Qualification as per Turnover Criteria (Value)	Net Worth (Rs. Crores)	Revenues from Eligible Projects (Rs. In Crore)
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder / Lead Member					
Consortium Member 2					
Consortium Member 3					
TOTAL					

^{1/}:Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

^{2/} :Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member, OM means Other Member.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years, for which audited financial statements are available, preceding the Bid Due Date. The financial statements shall:
 - i. reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - ii. be audited by a statutory auditor;
 - iii. be complete, including all notes to the financial statements; and
 - i. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Formula to be used for assessing qualification as per turnover criteria is at least 50% of assessed Project Cost in the last 5 years, for which audited financial statements are available;. Bidders qualifying under the qualification criteria shall present the score as ratio



of 50% of assessed Project Cost, wherein the Project Cost should be taken as Rs. 701 Crores including interest during construction but excluding land cost.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth shall be stated in the above table for the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available.
4. The Bidder shall have received revenues (both lease rentals and the sale proceeds shall be considered) on Eligible Projects on any single project of at least 50% of the Project Cost in the last 10 years. For the purpose of evaluation, the Project Cost will be computed considering the Project Cost as INR 701 Crores (Indian Rupees Seven Hundred One Crore Nineteen Lakh only) including interest during construction but excluding land cost.

In case of Consortium, the Revenues of any one of the consortium members (maximum 3 members) should be INR 350.50 Crore (Indian Rupees Three Hundred Fifty Crore and Fifty Lakhs only) in the last 10 years on any one Eligible Project at the close of the preceding financial year for which audited financial statements are available i.e., 31 March 2022. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.21(g) of the RFP document.

For the Bidders who do not have prior experience in marketing shall have to submit a tie-up certificate/MoU with one of the International Property Consultants (the "IPC") for marketing as detailed in Clause 2.1.18 (A). In such case, such IPC shall have prior experience of arranging sale/lease rental income on Eligible Projects on any single project of at least 50% of the Project Cost in the last 10 years. For the purpose of evaluation, the Project Cost will be computed considering the Project Cost as Rs. 701 Crores including interest during construction but excluding land cost.

5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
 6. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.1.19(ii) of the RFP document.
- ❖ The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.24.
 - ❖ For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date Rs. 81.69 (Rupees eighty one and sixty nine paise) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars 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.



APPENDIX – I
Annexure - IV
Details of Eligible Projects
(Refer to Clauses 2.1.18 (A), 3.3.3 and 3.3.4 of the RFP document)

Project Code:

Member Code:

Item (1)	Particulars of the Project (2)
Title & Nature of the Project	
Entity for which the Project was Constructed/ Developed	
Location	
Project Cost	
Project Size (sq. ft.)	
Date of Commencement of Project/ Contract	
Date of Completion/ Commissioning	
Equity Shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.3.4 of the RFP document, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, O&M means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Please provide particulars such as name, address and contact details of owner/ Authority/ Agency (i.e., concession grantor, counter party to PPA, etc.)/ Private Entity for each eligible project.
6. For all Eligible Projects, the date of commissioning of the project, upon completion, should be indicated. Further, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.3.4).



7. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
8. Certificate from the Client on completion of the Project with relevant details like project built- up area, project start date and completion date shall be provided for all the eligible projects.
9. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats mentioned below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

i. Certificate from the Statutory Auditor regarding PPP projects

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date)¥. The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. ----- crores (Rupeescrores), of which Rs. crore (Rupees ----- crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....

.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.3.1 and 3.3.3 (d) of the RFP during the past ten financial years Were Rs.--- cr. as per year-wise details noted below:

.....

.....

Name of the audit firm:

Seal of the audit firm:

(Signature of the authorised signatory, name and designation

Date:

ii. Certificate from the Statutory Auditor/ Client regarding construction works



Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Bidder/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)}.

The construction of the project commenced on (date) and the project was/is likely to be commissioned on (date, if any). It is certified that ----- (name of the Bidder/ Member/ Associate) received / paid Rs.crore (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. crore (Rupeescrore), of which the Bidder / Member / Associate received / paid Rs. crore (Rupees ----- crore), in terms of Clauses 3.3.1 and 3.3.4 of the RFP, during the past five financial years as per year-wise details noted below:

.....
.....

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ Consortium}.

Name of the audit firm:
Seal of the audit firm:

(Signature, name and designation of the authorised signatory)
Date:

iii. **In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.24, the Bidder should also provide a certificate in the format below:**

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly, by (name of Bidder / Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.24 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member in the Associate}

Name of the audit firm:
Seal of the audit firm:



(Signature, name and designation of the authorised signatory)

Date:

2. It may be noted that in the absence of any detail, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Threshold Technical Capacity.



APPENDIX – I
Annexure - V
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To
The Vice Chairman & Managing Director,
Parisrama Bhavanam,
6thFloor, 5-9-58/B, Fateh Maidan Road,
Basheerbagh, Hyderabad – 500 004.

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document. We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that ----- (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP document. Further, the legalized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,
Yours faithfully,

Authorised Signatory For and on behalf of

*Please strike out whichever is not applicable.



APPENDIX - II
Power of Attorney for Signing of Bid
(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and legalized 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 the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids 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 including the Joint Development Agreement 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 Project and/or upon award thereof to us and/or till the entering into of the Joint Development Agreement with the Authority.

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....., 20.....

For.....
(Signature, name, designation and address)

Witnesses:

- 1
- 2

Accepted Notarised

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

Notes:

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

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille Certificate.



APPENDIX - III
Power of Attorney for Lead Member of Consortium
(Refer Clause 2.1.10)

Whereas the **** (the “Authority”) has invited bids from qualified parties for the ***** Project (the “Project”).

Whereas,, and (Collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. ,having our registered office at, and M/s. , having our registered office at....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and legalized M/s , having its registered office at -----, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably legalized the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Development Rights/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Joint Development Agreement is entered into with the Authority.

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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For (Signature, Name & Title)

For (Signature, Name & Title)



For (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1
- 2

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. 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.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and legalized 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 legalized by the Indian Embassy if it carries a conforming Appostille Certificate.

5.1. APPENDIX - IV
5.1.1. Format of Technical Proposal Evaluation

S No.	Parameters	Maximum Marks
1	Technical Capacity 10 marks for one Eligible Project subject to maximum of 30 marks	30
2	Financial Capacity	50
	<p>2.1. Qualification based on Turnover Formula to be used for assessing qualification as per turnover criteria is $\geq 50\%$ of the assessed Project Cost' achieved over last 5 years, for which audited financial statements are available; For the purpose of evaluation, ratio of turnover to Project Cost will be computed considering the Project Cost as INR 701 Crores including interest during construction but excluding land cost.</p> <p>Note: Bidder scoring the maximum ratio of turnover to Project Cost would be given the maximum marks of 20, and the rest of the bidders would be given relative marking.</p>	20
	<p>2.2. Net Worth Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth as per the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available, will be considered.</p> <p>Note: Bidder having highest net worth but not less than INR 233 Crores, would be given the maximum marks of 15, and the rest of the bidders would be given relative marking.</p>	15
	<p>2.3. Revenues on Eligible Projects Formula to be used for assessing revenues based on Eligible Projects is the total revenues (both lease rentals and the sale proceeds) received on any single project of at least 50% of the Project Cost in the last 10 years. For the purpose of evaluation, the Project Cost will be computed considering the Project Cost as INR 701 Crores including interest during construction but excluding land cost.</p> <p>Note: Bidder scoring the maximum percentage to Project Cost would be given the maximum marks of 15, and the rest of the bidders would be given relative marking.</p>	15
3	The Bidder shall showcase the methodology for implementation of the Project in the form of presentation including architectural drawings (2 options), plans proposed, schedule of completion, previous project/s completed as per bid submission along with timelines, technical and financial capability and any other relevant information required for the Project.	20
	TOTAL	100



APPENDIX - V
Format of Financial Bid

Date:

To

The Vice Chairman & Managing Director,
Telangana State Industrial Infrastructure Corporation,
Parisrama Bhavanam,
6thFloor, 5-9-58/B, Fateh Maidan Road,
Basheerbagh, Hyderabad – 500 004.

Sub:Bid for ‘Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India’

Sir,

1. We hereby submit our Financial Proposal and offer Built-up area of Warm Shell with high side Office space to Authority of ----- sq. ft. (in words) over and above 2,50,000 sft and in addition to Plug & Play Office built-up area of 1,00,000 sft,

on minimum developmental obligation of 15,00,000 sft as per the conditions as prescribed below by the Authority in the RFP for undertaking the aforesaid Project in accordance with the bidding documents and Joint Development Agreement.

S No.	Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)
1	IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations
1	Non-ITES Space	Not more than 50% of Total Built-up area, but at any time non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	

2. Mandatory Activities for which space (built-up area) can be created:

- I. The mandatory activities under IT/ITES for which the built-up space can be created, include the following:

- ☞ Plug & Play offices,
- ☞ Business Centre(s),
- ☞ Offices.

- II. The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:

- ☞ Residential,



- ☞ Commercial space including any retail space or any other non-IT space/non-processing zone,
- ☞ Hospitality;

based on Grid Policy dated 10-12-2020; G.O.Ms. No. 16 of GoT along with minimum Car Parking as per the development control regulations mentioned in GO 168.

III. **Prohibited Activities:** The following are the prohibited activities for which the Developer shall not develop/create any built-up area for the purposes directly or indirectly at the Project Site:

- ☞ Warehousing,
- ☞ Car Showrooms,
- ☞ Industrial Activities,
- ☞ Automobile- repair/ services/ vehicular servicing shops,
- ☞ LPG Godowns,
- ☞ Petrol Bunk(s);

Such other trade(s) or activities involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.

2. The built-up area quoted above in our offer is exclusive of the parking area, which shall be provided as per the prevalent Development Control & Regulations without any charges to the Authority. The built-up area will be offered in IT/ITES block only.
3. In case of any additional built-up area development for commercial purposes (in either IT/ITES or Non-IT/ITES Blocks or in both the Blocks) at the Project Site over and above the Built-up area as mentioned in Clause 1.1.2 of the RFP, the Developer is free to sell / lease such area so developed without any obligation to share such additional built-up area with the Authority.

In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above 20,00,000 sft.

4. We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of

.....
 (Name of the Bidder or Consortium Member)
 (Signature of Authorized Signatory)
 (Name and designation of the Authorised Person)



APPENDIX - VI
Joint Bidding Agreement for Consortium
(Refer Clause 2.1.21 (g))
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of ---- 2023

AMONGST

1. { Limited, a company incorporated under the Companies Act, 1956/2013} or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered with appropriate government registration and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { Limited, a company incorporated under the Companies Act, 1956/2013} or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered with appropriate government registration 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)

AND

3. { Limited, a company incorporated under the Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered with appropriate government registration and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS,

- A. , established under the -----, represented by its and having its principal offices at ----] (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 Proposal Document No. dated ----- for selecting bidders for 'Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India' (the "Project").
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and



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

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations:** In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.

2. **Consortium**

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding 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.

3. **Covenants:** The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPC") under the Indian Companies Act 2013 for entering into a Joint Development Agreement with the Authority and for performing all its obligations as the Developer in terms of the Joint Development Agreement for the Project.

4. **Role of the Parties:** The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Joint Development Agreement when all the obligations of the SPC shall become effective;

{Party of the Second Part shall be {the Technical Member of the Consortium; and}

{Party of the Third Part shall be the Financial Member of the Consortium}

5. **Sole Responsibility:** Party of the First Part, who is Lead member of the Consortium having the power of attorney from all Parties, shall be solely responsible for conducting all business for and on behalf of the Consortium during the bidding process and assume sole responsibility for conducting all business for and on behalf of the Consortium if selected as Preferred Bidder.

6. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all liabilities relating to the Project and in accordance with the terms of the RFP document and the Joint Development Agreement, till expiry of Lock-in Period under and in accordance with the Joint Development Agreement.

Lead Member of the Consortium would be solely responsible for all the obligations related to Project and in accordance with the terms of the RFP document and the Joint Development



Agreement, till expiry of Lock-in Period under and in accordance with the Joint Development Agreement

7. Shareholding in the SPC

The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

First Party:

Second Party:

{Third Party:}

The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid-up equity share capital of the SPC shall, for the Lock In Period, be held by the Parties of the First, {Second and Third} Part whose experience, turnover and net worth have been reckoned for the purposes of qualification and selection of the Bid for the Project in terms of the RFP document.

The Parties undertake that each of the Parties specified in Clause 7.2 above shall, for the Lock-in Period, hold subscribed and paid-up equity share capital of SPC equivalent to at least 5% (five per cent) of the Total Project Cost.

The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPC for the Lock-in Period of the Project.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Joint Development Agreement.

8. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board 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 is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;



- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - vi. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - vii. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
9. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until handing over of Authorities share of built-up area or the Completion of the Project, whichever is later and in accordance with the Joint Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.
10. Miscellaneous: This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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)



SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART
(Signature) (Name) (Designation) (Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the 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.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



APPENDIX-VII
Bank Guarantee for Bid Security
(Refer Clauses 2.1.7 and 2.1.8)

B.G. No.

Dated:

1. In consideration of you, Telangana State Industrial Infrastructure Corporation Limited, having its office at Parisrama Bhavanam, 5th & 6th Floor, 5-9-58/B, Fateh Maidan Road, Basheer Bagh, Hyderabad - 500 004, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of.....(a company registered under the Companies Act, 1956 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered with appropriate government registration or a company or firm legally incorporated as per the laws of the bidder's country) 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 the Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India, (hereinafter referred to as the "Project") pursuant to the RFP document dated ---- issued in respect of the Project and other related documents including without limitation the draft Joint Development Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (herein after referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 7,01,19,000/- (Indian Rupees Seven Crore One Lakh Nineteen Thousand only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 701,19,000/- (Indian Rupees Seven Hundred One Crore Nineteen Lakh only).



4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) calendar days from the Bid Due Date inclusive of a claim period of 60 (sixty) calendar days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder



or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 701,19,000/- (Indian Rupees Seven Hundred One Crore Nineteen Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 calendar days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory) (Official Seal)



APPENDIX-VIII
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India Department of Disinvestment

Block 14, CGO Complex
New Delhi. Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment.

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc., used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.



- f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/- (A.K. Tewari)
Under Secretary to the Government of India



APPENDIX - IX
Draft Letter of Award to the Selected Bidder

-----,
-----,
-----,
-----.

<Name and Address of the Selected Bidder>

Sub: Letter of Award (LoA) for “Development of IT Tower on Joint Development Basis admeasuring 10.32 acres at Malakpet, Hyderabad, Telangana, India’

Dear Madam / Sir,

1. We refer to your Proposal (the capitalized terms used herein shall have the same meaning as set forth in the Joint Development Agreement), under the covering letter dated -----, -----, submitted in response to the Request for Proposal (Reference No: -----, Dated:) on the subject.
2. We are pleased to inform you that your aforesaid Proposal, including the Financial Proposal of Built-up area of warm shell with high side basis of -- (in words) in addition to Plug & Play Office of 1,00,000 sq. ft. as prescribed by the Authority in the RFP in accordance with terms of the Joint Development Agreement has been accepted and you are selected as the ‘Preferred Bidder’ for the Project, subject to fulfilment of the following terms and conditions:
 - a) In case of consortium; you shall incorporate a Special Purpose Company () under the Indian Companies Act, 2013, for implementing the Project;
 - b) In accordance with the provisions of the RFP document, the Joint Development Agreement, the Developer shall design (as approved by Authority), finance, procure, construct, develop, transfer Authorities share of built-up area and own developer’s share of built-up area in the Project and maintain the Project,
 - c) Provide an acceptance to this ‘Letter of Award’ along with
 - i. Performance Security equivalent to 5% of the Estimated Project Cost i.e., of INR 35,05,00,000 /- (Indian Rupees Thirty Five Crore Five Lakh Only) thereof, in the form of a Bank Guarantee, in favour of ‘Telangana State Industrial Infrastructure Corporation Limited’. The same Bank Guarantee shall be extended for 60 days beyond the Defect liability Period of 24 months.
 - ii. Project Development Fee of INR 2,10,30,000/- (Indian Rupees Two Crore Ten Lakh Thirty Thousand Only) plus applicable GST.
3. You shall sign the Joint Development Agreement with the Telangana State Industrial Infrastructure Corporation Limited within 30 (thirty) calendar days from the date of acceptance of the Letter of Award.



4. In the event, you fail or refuse to provide the Performance Security and Project Development Fee, we shall forfeit the Bid Security provided by you leading to termination of this Letter of Award.
5. In addition to the above, you shall comply with all other requirements set out in the RFP document.

Kindly acknowledge receipt of this Letter of Award by signing the duplicate copy of Letter of Award.

You are requested to confirm the acceptance of the Letter of Award along with Upfront payment, Performance Security and Project Development Fee as per terms of this Letter of Award and submit the same to us within 7 days from the date of this Letter of Award.

Yours Sincerely,

for and on behalf of Telangana State Industrial Infrastructure Corporation Limited

02

**Development of IT Tower at Malakpet, Hyderabad, Telangana, India
on Joint Development Basis**



Telangana State Industrial Infrastructure Corporation Limited

Parisrama Bhavanam, 6th Floor, 5-9-58/B, Fateh Maidan Road, Basheerbagh, Hyderabad -
500004. Ph: +91-40-23237625, 23237626

Fax: +91-40-23240205, 23241385 Internet: <http://tsiic.telangana.gov.in>

February 2023



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LIST OF ABBREVIATIONS

DBFT	Design-Build-Finance-Transfer
GoI	Government of India
GoT	Government of Telangana
IST	Indian Standard Time
INR or Rs.	Indian Rupees
LOA	Letter of Award
PIM	Project Information Memorandum
RFP	Request for Proposal
SPC	Special Purpose Company
TSIIC	Telangana State Industrial Infrastructure Corporation
GHMC	Greater Hyderabad Municipal Corporation

GLOSSARY

Authority	Telangana State Industrial Infrastructure Corporation
Government	Government of Telangana or Government of India, as the case may be
Highest Bidder	Bidder offering the highest share of built-up area
Member	Member of Consortium
Project	Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development Basis.

CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards



JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement mutually agreed and entered into on this the -- day of --- (Month), Two Thousand and Twenty Three at Hyderabad, Telangana, India (“**Joint Development Agreement**” or “**Agreement**”).

BETWEEN

Telangana State Industrial Infrastructure Corporation Limited, having its principal office at 6th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad - 500 004 and represented by its Vice Chairman & Managing Director (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

{**** LIMITED}¹, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at ****, (hereinafter referred to as the “**Developer**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

(Each of the parties mentioned above, are hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS,

- A. The Authority has decided to develop a state-of-the-art IT Tower at Malakpet, Hyderabad on Joint Development Basis, Telangana, India on a land parcel admeasuring 10.35 acres (approximate), (the “**Project**”) which for more clarity has been delineated in red colour boundary lines on the plan annexed hereto and marked in Schedule I (the “**Project Site**”), in accordance with the terms and conditions to be set forth in this Joint Development Agreement (.
- B. The Authority had accordingly invited proposals by its Request for Proposals dated XX.XX.XXXX (the “**Request for Proposals**” or “**RFP**”) for shortlisting of bidders for construction of the above referred Project on DBFT basis and had shortlisted certain bidders including, inter alia, {the selected bidder comprising M/s.}.
- C. The Authority had prescribed the technical and commercial terms and conditions, and invited bids in the RFP for undertaking the Project from the bidders vide its [Tender Notice/ Request for Proposal No. *** dated ***]
- D. Pursuant to evaluation of the bids that were received, the Authority has accepted the Proposal submitted by [Single Entity/ Consortium]¹ for the Project (“**Selected Bidder**”) and a Letter of Award bearing No. XXX dated XX.XX.XXXX was issued to the Selected Bidder. The Authority acknowledges that XXXXXXXXXX [Single Entity/ Consortium] has signed and returned the duplicate copy of the Letter of Award in acknowledgement thereof vide their letter bearing number XXXXXX dated XX.XX.XXXX.

¹Name of the Selected Bidder (single entity / consortium, as the case may be).



- E. The Selected Bidder {has formed a Special Purpose Company (the “SPC”) incorporated under the Companies Act, 2013 to act as the Developer to implement the Project}, being the Developer to implement the Project has requested the Authority to accept the Developer as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder under the LOA,} including the obligation to enter into this Joint Development Agreement pursuant to the LOA for undertaking the Project.
- F. By its letter dated XX.XX.XXXX, the Developer with the Selected Bidder (M/s.), has jointly requested to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Joint Development Agreement pursuant to the LOA. The Developer has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof and has delivered to the Authority a legal opinion with respect to the authority of the Developer to enter into this Joint Development Agreement and the enforceability of the provisions thereof}
- G. The Authority has agreed to the said request of the Selected Bidder and the Developer, and has accordingly agreed to enter into this Joint Development Agreement with the Developer for development of the Project on DBFT basis, subject to and on the terms and conditions set forth hereinafter.
- H. The Authority acknowledges that as on the date of this Joint Development Agreement, the Developer/Selected Bidder has submitted the following to the Authority:
- i. Performance Security of Rs. 35,05,00,000 /- (Indian Rupees Thirty Five Crore Five Lakh Only) thereof, in the form of a Bank Guarantee, in favour of ‘Telangana State Industrial Infrastructure Corporation Limited’ in two lots, one within 10 days of issuance of LOA value to the extent of 50% and the remaining before signing of this Agreement. The same Bank Guarantee shall be extended for 60 days beyond the Defect Liability Period of 24 months.
 - ii. Project Development Fee equivalent to 0.30% of the Estimated Project Cost of Rs. 2,10,30,000/- (Indian Rupees Two Crore Ten Lakh Thirty Thousand Only) plus GST.
- I. Accordingly, the Parties hereto are required to enter into this Joint Development Agreement being these presents to record the terms, conditions and covenants.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Joint Development Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



1.0. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a. “Affiliates” shall mean, with respect to a Party, (a) any entity Controlling, Controlled by, or under the common Control with such Party.

For these purposes, “Control” shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities or by contract; or (ii) the ownership, directly or indirectly, of more than 25% (Twenty-Five Percent) of the voting securities or other ownership interest of an entity;

- b. “Agreement” shall mean this Joint Development Agreement, including the recitals above, the Schedules hereof and all Annexures attached hereto, as amended from time to time in terms hereof;
- c. “Agreement Date” shall mean the date of execution of this Agreement by the Parties;
- d. “Applicable Laws” shall mean all laws, ordinances, statutes, rules, bye-laws, judgment, orders, decrees, injunctions, licenses, permits, approvals, authorisations, consents, directive, guideline, requirement, waivers, privileges, agreements and regulations or other governmental restriction or any decision or determination by, or any interpretation, policy or administration of any of the foregoing, of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date of this Agreement hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
- e. “Appointed Date” means the date on which every condition precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of construction works and commencement of Construction Period;
- f. “Approvals” shall have the meaning ascribed to it in Clause 4.5;
- g. “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time.
- h. “Authority’s Constructed Area” shall mean sq ft / Sqm (in words sq ft / ----- Sqm) and includes both Plug & Play Office space and the space provided on Warm Shell with High Side basis of share of Area out of the total Project Constructed Area that may be identified and allocated to the share of the Authority from time to time, in terms of this Agreement as per Clause 2.7;
- i. “Authority’s Default” shall mean the failure of the Authority to discharge any of its obligations specified under this Agreement;



- j. “Authority’ Land Share” shall mean ----- Acres / ----- Sqm (in words ----- acres / ----- Sqm) of undivided share in the Project Site;
- k. “Authority’s Share” shall mean a collective reference to the Authority’s Constructed Area and the Authority’s Land Share;
- l. “Business Day” shall mean a day, (other than a Sunday, or any day which is a public holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881 on which banks are open for business in Hyderabad;
- m. “Board” shall mean the Board of Directors of the Developer appointed pursuant to the Companies Act, 1956 / 2013.
- n. “Change in Ownership” means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {Selected Bidder / Consortium Members, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during the Construction Period; provided that any material variation (as compared to the representations made by the Developer during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or bid, as the case may be), in the proportion of the equity holding of {Selected Bidder/ Consortium Members) to the total Equity, if it occurs prior to completion of a period of six months after Project Completion, shall constitute Change in Ownership.
- o. “Commencement of Development” shall have the meaning ascribed to it in Clause 5.2;
- p. “Construction Period” means the period beginning from the Appointed Date and ending on the issuance of Completion Certificate by IE;
- q. “Confidential Information” means all documents and other forms of information, including oral and electronic communications, disclosed by a Party or its representatives to the other Party or that Party’s representatives in connection with this Joint Development Agreement and expressly or impliedly indicated to be confidential.
- r. “Common Areas” shall mean all portions of the Project in common use of the Authority / Developer / occupants of units in the Project or any particular portion of the Project including the roads, driveways, parks and landscaping, sewage treatment plants, generator rooms, security rooms, club house, recreation facilities and any other amenities, facilities and benefits that is meant for common use of the Authority / Developer / occupants of units in the Project and shall be over and above the total Built-up area;
- s. “Completion Date” shall have the meaning ascribed to it in Clause 7.1 of this Agreement;
- t. “Cure Period” means the period specified in this Joint Development Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default.



- u. “Defect” shall mean any part of the Works not completed in accordance with the Specifications as set out in in Schedule III of this Agreement or such modified specifications communicated to the Developer from time to time by the Authority.
- v. “Defect Liability Period” mean 24 (twenty four) months from the date of Completion/Occupancy Certificate for the building/s or the date of handing over of the constructed area to the Authority whichever is earlier;
- w. “Debt Due” means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:
 - i. the principal amount of the debt provided by Senior Lenders under the Financing Agreements for financing the capital expenditure for the construction of the Project (the “Principal”) but excluding any part of the principal that had fallen due for repayment prior to the Transfer Date;
 - ii. all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-Article (a) above until the Transfer Date but excluding (a) any interest, fees or charges that had fallen due prior to the Transfer Date, (b) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (c) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority’s Default; and
 - iii. any Subordinated Debt disbursed by lenders for financing the capital expenditure for the construction of the Project; provided that if all or any part of the Debt Due is convertible into Equity; its shall to the extent not converted until the date of termination, be deemed to be Debt Due for the purposes of this Agreement. For the Purposes of this Agreement, the term “Subordinated Debt” shall mean the debt provided by lenders other than Senior Lenders or the Developer’s shareholders for meeting the capital expenditure for the construction of the Project and shall be subordinate to the financial assistance provided by Senior Lenders.
- x. “Debt Service” means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Lenders under the Financing Agreements;
- y. “Developer’s Constructed Area” shall mean ----- (in words ----- sq ft) of undivided share of Area out of the total Project Constructed Area that may be identified and allocated to the share of the Developer from time to time in terms of this Agreement; as per Clause 2.7;
- z. “Developer’s Default” shall mean the failure of the Developer to discharge any of its obligations specified under this Agreement;
- aa. “Developer’s Land Share” shall mean ----- Acres / ----- Sqm (in words ----- acres / ----- Sqm) of undivided share in the Project Site;
- bb. “Developer’s Share” shall mean a collective reference to the Developer’s Constructed Area and the Developer’s Land Share;



- cc. “Equity” shall mean and include the equity share capital of the Developer, and, non – interest bearing sub – debt made by the Developer.
- dd. “Financial Close” means the fulfilment of all conditions’ precedent to the initial availability of funds under the Financing Agreements;
- ee. "Financial Model" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;
- ff. “Financial 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.
- gg. “Financing Agreements” means the agreements executed by the Developer in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) for the capital expenditure for development of the Project.
- hh. “Financial Package” means the financing package indicating the capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt, if any
- ii. “Force Majeure” shall mean any event or circumstance or a combination of events and circumstances, which affects the performance of an obligation and is beyond the reasonable control of the affected Party who is responsible for discharge of the relevant obligations under this Agreement and includes (without limitation), subject to satisfaction of either of the below conditions, the following events and/or circumstances:
 - i. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India, riots, civil commotion, political disturbance, mob violence or other violence;
 - ii. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - iii. lightning, earthquake, incessant rain, cyclone, flood, volcanic eruption, exceptionally adverse weather conditions, or fire or other casualty or accident or landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect or any other act of God or a natural calamity;
 - iv. strikes, riots, industrial disputes and/or lockouts directly affecting the Project’s construction and/or interrupting supplies and services in relation to construction of the Project;



- v. any delay in grant of, denial of or variation of any approval required for completion of the Project by any Governmental Authority for reasons other than primarily attributable to the affected Party who is responsible for discharge of the relevant obligations under this Agreement;
- vi. change in governmental policy, Applicable Laws, or regulations affecting the development of the Project, including but not limited to expropriation or compulsory acquisition by any Governmental Authority;
- vii. any judgment or order of any court of competent jurisdiction or statutory authority in India for reasons other than primarily attributable to the affected Party who is responsible for discharge of the relevant obligations under this Agreement; or
- viii. delays in the issuance of any permits or approval of any kind required to be obtained by Developer in connection with the Project including shortage or non – availability of labour or construction materials for reasons other than primarily attributable to the affected Party who is responsible for discharge of the relevant obligations under this Agreement;
- jj. “Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from the Developer/Agency in accordance with the best practices, methods and standards that are generally accepted internationally for such Works under conditions comparable to those applicable to the Works, and consistent with the Laws of India.
- kk. “Governmental Authority” shall mean any department, division or sub-division of the GoI or the GoT and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, or other governmental, administrative, regulatory judicial or quasi-judicial authority or self-regulating authority or agency under the control of the GoI or the GoT, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Developer under or pursuant to this Agreement; in India having jurisdiction over the relevant matter any union, state, local or other governmental, administrative, regulatory judicial or quasi-judicial authority or self-regulating authority or agency, in India having jurisdiction over the relevant matter;
- ll. “Independent Engineer” or “IE” shall have the meaning ascribed to it as set forth in Clause 27.1;
- mm. “Inspection Report” shall have the meaning ascribed to it in Clause 5.3;
- nn. “INR or Rs.” shall mean Indian Rupees;
- oo. “Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Clause 17.
- pp. “Lenders’ Representative” means the person duly authorized by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes its successors, assigns and substitutes;



- qq. “Liquidated Damages” shall mean the mutually pre-agreed genuine estimate of the loss suffered by relevant Party on account of non- performance and/or non-observance of obligation(s) or any covenants by other Party.
- rr. “Material Adverse Effect” means a material adverse effect of any act or event on the ability of the Developer to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to the Developer;
- a. “Nominated Company” means a company selected by the Lenders’ Representative and proposed to the Authority for substituting the Developer in accordance with the provisions of Substitution Agreement;
- b. “Performance Security” shall mean Performance Security to be furnished by Developer /Agency by way of a Bank Guarantee in terms of this Joint Development Agreement at Schedule II;
- c. “Person” means any natural person or any unlimited liability partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, association, joint stock company, proprietorship, Hindu undivided family, trust, estate, joint venture, unincorporated organization, union, association, government or any agency or political subdivision thereof or other legal person established or existing pursuant to the Applicable Laws of any jurisdiction;
- d. Plug & Play shall mean Warm Shell + Interior Fit-out (including interior finishing, false ceiling, painting, HVAC (interior), electrical fittings, furniture & furnishing, workstations, flooring/ carpeting etc.) + IT Support (network cabling, server room, etc).
- e. “Project Architect” shall mean the architect appointed by the Developer for the development of the Project;
- f. “Project Completion” shall mean the completion of development of the Project in accordance with the Sanctioned Plan and in terms of this Agreement and certified by the Independent Engineer;
- g. “Project Constructed Area/ Built-up Area” shall mean the ----- sq ft / ----- Sqm (total built up Area) constructed as part of the Project excluding all car parking spaces, utility spaces, and landscape / garden spaces;
- h. “Project Completion Schedule” shall mean the schedule as set forth in Schedule VII of this Agreement for completion of the Project on or before the Scheduled Completion Date.
- i. “Project Facilities” shall mean all the utilities and the amenities situated at Project Site as described in Schedule IX.
- j. “Project” shall have the meaning ascribed to it in Recital ‘A’ of this Agreement.;
- k. “Project Designs” shall have the meaning ascribed to it in Clause 4.3;



- l. “Related Party” shall have the meaning as defined in the Companies Act, 2013;
- m. “RFP” or “Request for Proposal” means the tender document published by Authority on XX.XX.2023 including its corrigendum & addendum, as amended from time to time.
- n. “Safety Requirements” shall have the meaning ascribed to it in Clause 18.2;
- o. “Sanctioned Plan” shall mean the plan for the construction and development of the Project, sanctioned by the relevant Governmental Authority as prepared and submitted by the Developer in terms hereof, and any modifications made thereto in accordance with Applicable Laws;
- p. “Scheduled Completion Date” shall have the meaning ascribed to it in Clause 5.8;
- q. “Security Requirements” shall have the meaning ascribed to it in Clause 18.1;
- r. “Senior Lenders” means any financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided loans for financing the Project Cost as evidenced in Financing Agreements
- s. “Specifications” shall mean and include the technical specifications as set out on Schedule III and as amended from time to time by the Authority.;
- t. “Substitution Agreement” shall have the meaning ascribed to it in Clause 20.1.;
- u. “Suspension” shall have the meaning ascribed to it in Clause 23.1;
- v. “Termination Date” shall have the meaning ascribed to it in Clauses 21.1 and 21.2.
- w. “Termination Notice” means the communication issued in accordance with this Joint Development Agreement by one Party to the other Party terminating this Joint Development Agreement.
- x. “Transfer Date” means the date falling on the last date of the Term or the Termination Date on which date the Developer fulfils the requirements for handing over the Authority’s share of built-up area including of obtaining Occupancy Certificate pursuant to the provisions of this Joint Development Agreement.
- y. “Taxes” shall mean all forms of taxation, duties and levies including without limitation GST, wage withholding tax, provident fund, employee state insurance and gratuity contributions, value added tax, customs and excise duties, and other legal transaction taxes, stamp duty, real estate taxes (including property taxes), other municipal taxes and duties, environmental taxes and duties and -any other type of taxes or duties in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.
- z. “Total Project Cost” means the lowest of;



- a. The capital cost of the Project, as set forth in the Financial Package; and
 - b. The actual capital cost upon completion of the Project as certified by an auditor.
- aa. “Vesting Certificate” shall have the meaning ascribed to it in Clause 22.2.
- bb. “Warm Shell” shall mean and include Core & Shell , Common Area Finishes like Painting, Flooring & Cladding, False Ceiling, Internal & Fire Doors, Structural Glazing, Electrical (Includes Transformer, LT Panels, DG Set, Cables, Busduct, Common area lighting, Electrical work in External Development), Plumbing & Sanitary (Includes Sanitary & CP fitting for toilets, STP, WTP, Internal & External Piping work, Pumps), Fire Protection (Includes Fire pump room equipment, Hydrant System, Fire Extinguishers, Sprinkler System, PA and Alarm Systems), Elevators, HVAC (Includes Chillers, Chiller Piping and pumps, AHU etc.), External development and Others. It includes all services including but not limited to electrical, HVAC, IT support services, etc., to the doorstep of the Authority for it to enable works in its area / premises.

1.2. Interpretation:

Unless the context otherwise requires in this Agreement:

- a. words importing persons or parties shall include firms, individual, partnership firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association; corporations and any organizations having legal capacity;
- b. words importing the singular include the plural and vice versa where the context so requires;
- c. reference to any Applicable Law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d. reference to any gender includes a reference to all other genders;
- e. reference to the words “include” or “including” shall be construed without limitation;
- f. reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated in terms hereof;
- g. the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof;
- h. in addition to the terms defined in Clause 1.1, certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires; and
- i. a time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends. If



the last day of such period is not a Business Day, the due day for the relevant payment to be made or the act to be done shall be the next Business Day.

- j. A reference to a Section or Article or Schedule is, unless indicated to the contrary, a reference to a Section/Article in, or schedule to, this Agreement;
- k. References to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- l. The words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- m. References to a Party or a Person shall include their respective successors, assignees or transferees (to the extent assignment or transfer is permitted under the relevant agreement);
- n. The words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular section in which such word may be used;
- o. Words importing a particular gender shall include all genders;
- p. References to any law shall include references to such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- q. Capitalized terms if not defined in Article I shall have the meanings assigned to them in the body of this Agreement;
- r. All references to “month” shall mean English calendar month. All references to quarter shall mean a period of three months commencing on 1st January, 1st April, 1st July and 1st October;
- s. The currency of money shall be Indian Rupee/INR;
- t. All references to approval, consent, permission, authorization, concurrence, satisfaction, waiver etc. of the Senior Lenders, the Lender’s Representative shall be valid only if given in writing and before any action or omission that is stipulated to have it;
- u. In case of any inconsistency between the provisions of the Joint Development Agreement and the provisions contained in any of the Financing Documents, the provisions contained in the Joint Development Agreement shall prevail over the provisions contained in any of the Financing Documents to the extent of such inconsistency;



2.0. AGREEMENT TO DEVELOP

- 2.1. In consideration of the mutual covenants and undertakings of the Parties contained herein, the Authority and the Developer hereby agree that on the terms and subject to the conditions specified in this Agreement:
- a) the Developer shall develop the Project on the Project Site;
 - b) the Authority and the Developer shall share the agreed share of built-up area from the Project;
 - c) the Developer shall market the Project; and
 - d) the Developer shall maintain the Project facility by self or through a reputed property management agency / company.
- 2.2. In consideration of the Developer agreeing to (i) develop the Project, (ii) transfer Authority's share of Built-up area, (iii) market the Project in terms of this Agreement, (iv) maintain the project facility until Defect Liability Period or the same is handed over to the association/society(s) formed by the purchasers of built-up area in the Project, whichever is later and (v) other mutual rights and obligations of the Parties specified in this Agreement, the Authority hereby irrevocably authorises the Developer to develop the Project Site in the manner and subject to the terms and conditions set forth in this Agreement.
- 2.3. In consideration of the Authority agreeing to entitle the Developer to the Developer's Land Share, the Developer's Built-up area share and other mutual rights and obligations specified in this Agreement, the Developer hereby agrees to develop the Project subject to the terms and conditions hereinafter set forth in this Agreement.
- 2.4. The Authority hereby irrevocably and exclusively permits and authorizes the Developer, its agents, servants, associates to enter upon the Project Site to develop the same from the Agreement Date, subject to the terms of this Agreement. The Developer shall have the right to survey the Project Site at their cost and shall be entitled to install a security mechanism (including placing security personnel) to secure the property from the Agreement Date.
- 2.5. The Authority hereby further agrees and undertakes not to disturb or interfere with the mechanism adopted in developing the Project or interrupt the construction activity carried out by the Developer in terms of this Agreement and/or commit any act of omission that would result in stoppage or delay of the construction activity to be undertaken by the Developer under and in terms of this Agreement.
- 2.6. The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act, 1882, Section 2 (47) of the Income Tax Act, 1961 and/or such other Applicable Law for the time being in force.
- 2.7. The Parties agree that the Project Site shall be developed as Iconic IT Tower, as listed below:



S No.	Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)
A	Authority's Share of Area		
1	(i) Warm Shell Office Space in IT/ITES	To be Filled	To be Filled
	(ii) Plug & Play Office Space in IT/ITES	1,00,000	To be Filled
B	Developer's Share of Area		
1	IT/ITES	To be Filled	To be Filled
1	Non-ITES Space	To be Filled	To be Filled
	Total Developer's Share of Area		
	Total Project Area (A+B)		

Mandatory Activities for which space (built-up area) can be created:

I. The mandatory activities under Information Technology ("IT")/ Information Technology Enabled Services "ITES" for which the built-up space can be created, include the following:

- ☞ Plug & Play offices,
- ☞ Business Centre(s),
- ☞ Offices.

II. The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:

- ☞ Residential,
- ☞ Commercial space including any retail space or any other non-IT space/non-processing zone,
- ☞ Hospitality;

based on Grid Policy dated 10-12-2020; G.O.Ms. No. 16 of GoT along with minimum Car Parking as per the development control regulations mentioned in GO 168 and as amended from time to time.

In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above 20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft as Non-IT/ITES space and/or IT/ITES space based on the commercial workings of the Developer.

Prohibited Activities: The following are the prohibited activities for which the Developer shall not develop/create any built-up area for the purposes directly or indirectly at the Project Site:

- ☞ Warehousing,
- ☞ Car Showrooms,
- ☞ Industrial Activities,
- ☞ Automobile- repair/ services/ vehicular servicing shops,
- ☞ LPG Godowns,
- ☞ Petrol Bunk(s);



Such other trade(s) or activities involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.

The Developer is expected to undertake feasibility, existing infrastructure market demand assessment and the traffic study before commencement of works. accordingly has to cover the same, as required, in its approach and methodology, implementation program, staff mobilization, etc., along with detailed designs and drawings for Authority's approval. In this regard, the Design Brief and Concept Note as enclosed at Volume 4 of Bid Documents shall have to be taken as reference document for design of the Project.



3.0. PERFORMANCE SECURITY

3.1. Performance Security

- 3.1.1. For due and punctual performance of its obligations under this Agreement, relating to the Project, the Developer has delivered to the Authority, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a nationalised bank / Scheduled Bank acceptable to the Authority, for a sum of INR 35,05,00,000 /- (Indian Rupees Thirty Five Crore Five Lakh Only), payable in favour of 'Telangana State Industrial Infrastructure Corporation Limited' in the form set forth in Schedule - II (the "Performance Security"). The Performance Security shall be kept valid up to 60 days beyond the Defect Liability Period.
- 3.1.2. Provided that if the Agreement is terminated due to any event other than Developer's Default and non-achievement of conditions precedent by the Developer, the Performance Security shall subject to Authority's right to receive amount, if any, due from the Developer under this Agreement, be duly discharged and released to the Developer.

3.2. Appropriation of Performance Security

Upon occurrence of Developer's Default and non-achievement of Developer's Obligations and Covenants as stated in Article 10 of this Agreement by the Developer, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Developer's Default which the Developer has failed to remedy within 45 (Forty Five) days of receipt of written notice from the Authority informing the Developer of the nature of the Developer's Default. Upon such encashment and appropriation from the Performance Security, the Developer shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Developer shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement."



4.0. PLANS / LICENCES

- 4.1. The Developer shall at its cost and responsibility prepare Plans and all required drawings for the building/s as per building bye-laws, Rules & Regulations and any other Applicable Laws in force for development of the Project Site / the Project and obtain the development Approvals, including the Sanctioned Plan for the entire Project, within 4 (four) months from the date of signing of this Agreement. The Authority shall provide all the necessary assistance / facilitation in obtaining the Approvals.
- 4.2. The Project Site will be developed for commercial / mixed use purpose, consisting facilities as defined in Clause 2.7. The Developer shall, in consultation with the Authority, prepare the necessary plans/ drawings/ designs to procure Sanctioned Plan in accordance with the design brief and concept note (the “Design Brief and Concept Note”) provided by the Authority and as per all Applicable Laws within 1 (one) month from the date of signing of the Agreement. The Developer shall develop the Project Site by obtaining a consolidated development plan.
- 4.3. The Developer shall prepare the execution drawings and designs (“Project Designs”) within 1 (one) month from the date of obtaining Sanctioned Plan. The Developer cannot change the design and concept finalized by the Authority. The Authority and the Developer shall in the above process act reasonably and cooperate with each other in good faith to achieve the objective of finalization of the Project Designs. If the Authority does not provide any comment / suggestion within 15 (Fifteen) days from the date of submission of Project Designs by the Developer, it is deemed that the Authority will not have any comment / suggestion on the Project Designs provided by the Developer and the Developer shall be entitled to proceed with finalization of the Project Designs accordingly.
- 4.4. The Developer has engaged a reputed Project Architect (name). In case of any changes, the Authority shall be informed in advance. The Developer shall have discretion in matters relating to the manner and method of construction. The design shall be approved by the Authority.
- 4.5. The Developer shall obtain all required licenses, sanctions, consents, permissions, no-objections and such other orders as are required to procure the Sanctioned Plan and all approvals necessary for development of the Project (“Approvals”). In this regard, it has to carry out Environmental Impact Assessment Study and take approvals from the concerned Departments as may be required for the Project.
- 4.6. The Developer shall not, without the consent of the Authority, make additions, deletions and alterations to the plans/ drawings/ designs, in the Sanctioned Plan Provided that any such additions, deletions and alterations being permissible shall not adversely affect the design and extent of the entitlement of the Authority to the Authority’s share of Built-up Area.
- 4.7. The Authority has the absolute discretion in design and conceptualization of the development of this Project considering that the Project is envisaged to be an iconic Project catering to the IT sector and it will be a one of its kind in India.
- 4.8. It is clarified that if as per the plan sanctioning rules, any deductions have to be made/given for certain portions of the land comprised in the Project Site from calculations of built-up area,



then calculation of built-up area stipulated above shall be on the net land area of the Project Site, after giving such deductions as per law. In case of development of any additional built-up area at the Project Site over and above the Built-up area as mentioned in Clause 1.1.2 for commercial purpose, the Developer is free to sell/lease such additional built-up area so developed without any obligation to share additional built-up area so developed to the Authority.

- 4.9. The Developer and the Authority shall, execute a separate area identification agreement to identify the constructed area in the entire Project falling to the share of the Authority and the Developer including the Built-up area to be allotted to Authority, within 45 (forty-five) days of securing the sanction of License and Plan (“Area Identification Agreement”). The Parties shall cooperate with each other in executing the Area Identification Agreement without any delay. Any delay in executing the Area Identification Agreement by Authority entitles Developer for proportionate extension of time period for commencement of the Project.
- 4.10. The responsibility and expenses for preparing the development plan and construction drawings for the Project, and all other Approvals, permissions required to take up, commence and complete the development and construction of the Project and other facilities thereon and all infrastructure thereafter shall be that of the Developer. The Plan Approval charges, development charges, cesses, fees, any other charges/levies shall be borne by the Developer. The Authority shall have no liability whatsoever in this behalf.
- 4.11. Upon receipt of Approvals, the Developer shall furnish to the Authority one set of copies of all Approvals and sanctioned development plans and one set of building construction plans for its records along with soft copy and physical copies of all other permits, licenses, consents, no objection certificates obtained for developing the Project.
- 4.12. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, in the event the Developer fails to obtain the Approvals for the Project as stated above within a period of 3 (three) months from the date of signing of this Agreement, for any reasons not attributable to the Developer, the Parties will mutually agree on further course of action including the steps to be taken to expedite obtaining plan sanction.



5.0. CONSTRUCTION

- 5.1. The Developer is expected to undertake feasibility including the market demand assessment, existing infrastructure and the traffic study before commencement of works and accordingly has to cover the same, as required, in its approach and methodology, implementation program, staff mobilization, etc., along with detailed designs and drawings for Authority's approval.
- 5.2. The Developer shall, at its cost develop the Project Site in accordance with approved development plans and Sanctioned Plans with necessary internal and external services, roads, driveways, walkways, common area amenities, relocation of utilities, if any, master plan/service road realignment/construction, if any, facilities including compound and passages and sewage disposal system, water distribution lines, gas pipelines and electricity connections. The construction and other developments shall be in accordance with the technical Specifications as detailed in Schedule III attached hereto. The detailed Specifications shall have to be prepared by the Developer and submitted to Authority for approval before commencement of works at the Site.
- 5.3. In the event the basic designs and/or its specifications as defined in Schedule III are upgraded by the Developer across the Project, then in such case the Authority shall also be entitled to such upgrades and additional designs and specifications, and the cost of the same shall be borne by the Developer without adversely affecting the design and extent of the entitlement to the Authority's Built-up Area share. The Developer can commence construction of the Project only after signing the Area Identification Agreement and on issuance of Appointed Date ("Commencement of Development").
- 5.4. The Developer shall be entitled to engage architects, engineers, contractors and other professionals and workmen, as it deems fit to execute the construction work. All persons employed or engaged by the Developer in connection with the development, construction and completion of the Project shall be the Developer's employees or its independent contractors and shall not be or deemed to be the employees, agents or contractors of the Authority. The Developer shall fully comply with all Applicable Laws with respect to such persons engaged in the development of the Project. Any disputes or claims arising from or in relation to the Architects, Engineers, Contractors and workmen in relation to the Project shall be resolved by the Developer at its sole cost, risk and responsibility and the Authority shall not be liable for the same in any manner whatsoever.
- 5.5. In case of any accidents or injury or death of any workmen or third party during the development and construction in the Project Site or elsewhere in relation to the development in the Project Site and construction, the Developer shall be solely responsible for payment of any compensation or any actions arising there from and the Authority shall have no liability whatsoever in this behalf and the Developer agrees to keep the Authority fully indemnified and harmless at all times against all such claims.
- 5.6. All items of plant, machinery, tools, implements, stores and materials which the Developer and/or their contractors, workmen and other agencies may bring into the Project Site for the development and construction of the buildings shall remain the exclusive property of the Developer and/or such contractors, workmen and other agencies and the Developer and/or



such contractors, etc, are entitled to remove/replace the same at any time. The Authority shall have no claim or lien whatsoever on any such items of plant, machinery, tools and implements, stores and materials at any time. Additionally, the ownership and possession of construction materials shall be that of the Developer, till completion and sale of the Project.

- 5.7. Prior to commencement of Project works, the Developer shall:
- a. appoint its representative duly authorized to deal with the Authority in respect of all matters or arising out of or relating to this Agreement;
 - b. submit the engineering designs & drawings along with Project implementation plan within 30 (thirty) days of signing of this Agreement to the Independent Engineer / Authority for approval:
 - c. Obtain development approvals along with the Sanctioned Plan within 4(four) months from signing of the Agreement and preparation of execution drawings and designs one month thereafter.
 - d. Submit its detailed marketing plan. In case the Developer does not have prior marketing experience, it shall have to submit to the Authority within 30 days of signing Joint Development Agreement the draft marketing agreement with the International Property Consultant (the "IPC") with whom it had submitted a tie-up certificate/MoU at the time of submission of its Bid for approval and thereafter enter into the Agreement, the draft as approved by the Authority before "Appointed Date" at its cost and submit a copy of the same to Authority.
 - e. Achieve Financial close within 5(five) months from the date of signing of the Agreement;
 - f. All other Approvals including approval for Environmental Impact Assessment Study, as required for the Project.
 - g. Any other condition precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement.
 - h. submit its proposed 'Quality Assurance Plan' to Independent Engineer (the "IE") /Authority which shall include the following:
 - i. Organization structure, duties and responsibilities of concerned staff, operating procedures, inspection methodology and Documentation;
 - ii. Quality control mechanism including sampling and testing of works executed, the list of Project Acceptance Tests and their interpretation of results, test frequencies, acceptance criteria, testing facilities and tie up if any, recording, reporting, interpretation of test results, checklist for the activities, standard formats for testing and calibration; and shall take approval of the Authority; and
 - iii. Internal quality audit system.



- i. undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of work on the Project under and in accordance with this Agreement.

5.8. Drawings

In respect of the Developer's obligations relating to the Design & Drawings of the Project, the following shall apply:

- a. the Developer shall prepare and submit, with reasonable promptness and in such sequence, as is consistent with the Project Completion Schedule, three copies each of all designs & drawings to the IE / Authority's Engineer-in-Charge;
- b. by submitting the designs & drawings for review to the Authority, the Developer shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of Work, Applicable Laws and Good Industry Practice and in no case, Authority shall be liable for its correctness;
- c. Within 15 (fifteen) days of the receipt of the Drawings, the IE shall review the same and convey its observations to the Developer regarding their conformity or otherwise with the Scope of Work copy marked to the Authority's Engineer-in-Charge.
- d. No review and/or observation of the IE / Authority's Engineer-in-Charge, and/or its failure to review and/or convey observations on any design & drawings shall relieve the Developer of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner; and
- e. Any change in the basic design and structure of the Project is subject to approval of the same by the Authority. The Authority shall permit the changes, if it is satisfied that the changes are going to benefit the Project.

5.9. Construction of the Project

On or after the Appointed Date, the Developer shall undertake construction of the Project at the Site as per the Scope of Work and in conformity with the approved Designs & Drawings by the Authority. The Developer shall be entitled to develop the entire Project in one single phase and the Developer shall in the absence of any Force Majeure event complete the entire overall development and construction of the entire Project in accordance with the approved Specifications and the Sanctioned Plans within 3 (three) years from the Appointed Date (the "Scheduled Completion Date") and the Developer shall agree and undertake to complete the Project on or before the Scheduled Completion Date (the "Construction Period") with a grace period of 6 (six) months.

- 5.10. Within 30 (thirty) days of the Project Completion, the Developer shall furnish to the Authority a complete set of as-built Drawings for the built up area handed over / to be handed over to the Authority, in 3 (three) hard copies 2 (two) set of soft copies or in such other medium as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed, including an as-built drawings illustrating the site layout of the Project and setback lines, if any, of the structures forming part of the Project.



5.11. Monitoring of construction

- i. During construction of the Project, the Developer shall furnish monthly progress reports to the IE / Engineer-in-Charge on the progress of construction works, i.e., planned v/s actual progress highlighting the delays along with reasons for delay, any shortcomings, near-miss incidents and shall also give such other relevant information as may be required by the Authority. The monthly progress reports shall be submitted no later than 7 (seven) days after the close of each month;
- ii. Samples of all products to be used shall be submitted to the IE / Authority. Any damage during construction, to any part of the work, for any reasons, due to rain, storm, or neglect of the Developer, shall be rectified by the Developer, in an approved manner;
- iii. During the Construction Period, the IE / Engineer-in-Charge or his/her representative shall inspect the Project at least once in a month and make a report of such inspection the defects or deficiencies, if any, with particular reference to the Scope of Work as mentioned in Schedule VI, the progress of construction, the status of compliance with the construction plan and designs and drawings. It shall send a report within 7 (seven) days of such inspection to the Developer and upon receipt thereof, the Developer shall take immediate action to rectify and remedy the defects and the deficiencies, if any, stated in the Inspection Report. However, such inspections or the submission of Inspection Report by the Engineer-in-Charge shall not relieve or absolve the Developer of its obligations and liabilities, as per the provisions of the Agreement, in any manner whatsoever;
- iv. If the IE / Engineer-in-Charge of the Authority has reasonably determined that the rate of progress of works is such that the Project is not likely to be completed by the Scheduled Completion Date, it shall notify the Developer to this effect, and the Developer shall, within 15 (fifteen) days of such notice, by a communication inform the IE / Engineer-in-Charge in reasonable detail about the steps it proposes to take to expedite the progress and the period within which it shall complete the Project.

5.12. Suspension of unsafe construction works

- i. The Authority may by notice require the Developer to suspend forthwith the whole or any part of the construction works, if, in the reasonable opinion of the Authority, such work threatens the safety of the passers-by. Provided, however, that in case of an emergency, the Authority may suo-moto issue the notice referred to hereinabove.
- ii. The Developer shall, pursuant to the notice under Clause 5.11.(i) above suspend the construction works or any part thereof for such time and in such manner, as may be specified by the Authority, and thereupon carry out remedial measures to secure the safety of suspended works and the users. The Developer may by notice require the IE / Engineer-in-Charge to inspect such remedial measures forthwith and after the inspection, the IE / Engineer-in-Charge shall either revoke such suspension or instruct the Developer to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 5.11 shall be repeated until the suspension hereunder is revoked.



- iii. Subject to the provisions of Clause 23.6, all reasonable costs incurred for maintaining and protecting the construction works or part thereof during the period of suspension (the "Preservation Costs"), shall be borne by the Developer; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

- iv. If suspension of construction works is for reasons not attributable to the Developer, the Chief Engineer of TSIIC shall determine any extension of the dates set forth in the Project Completion Schedule to which the Developer is reasonably entitled on the basis of the recommendations from the Independent Engineer and shall extend such Project Completion Schedule dates. In the event that the Scheduled Completion Date is extended pursuant hereto, the Construction Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Completion Date.



6.0. COST OF CONSTRUCTION

- 6.1. All costs and expenses of construction of the Project including the costs and expenses of obtaining the Approvals, all licenses, permissions and sanctions, fees payable to the architects, contractors, staff and workmen etc., shall be borne and paid for by the Developer.
- 6.2. The Developer shall at its own cost and expense be responsible for obtaining and keeping in force adequate insurances for / in relation to the Project, including the construction thereof, and also for obtaining and keeping in force all other insurances in relation to the Project / the Project Site under any Applicable Laws that may be in force from time to time.



7.0. COMPLETION OF CONSTRUCTION

- 7.1. The Developer shall, subject to the terms of this Agreement including Clause 5.3, secure Project Completion within a period of 3 (three) years from the date of Appointed Date for the Project and provide Independent Engineer's Certificate and duly apply for the Occupancy Certificate for the entire Project ("Completion Date"). The Developer shall be entitled to a grace period of 6 (six) months beyond the Completion Date to achieve the Project Completion. In the event of any further delay beyond the grace period as stated in this Clause 7.1, the Authority will be entitled to receive liquidated damages @ Rs. 6 (Rupees Six) per sq. ft. for development of uncompleted portion of total built up area, falling to the share of the Authority for a period of 6 (six) months of delay. The Authority will be entitled to receive increased liquidated damages @ Rs. 10 (Rupees Ten) per sq. ft. for development of uncompleted portion of total built up area, falling to the share of the Authority for any further period of delay beyond 6 (six) month and up to 12 (twelve) months. After the expiry of 12 (twelve) months of delay, the Authority is entitled, at its sole option, to terminate the Agreement and take over the development and complete the same by engaging another competent developer. However, in such an event, pending work and cost involved will have to be evaluated by the Project Architect and mutually agreed upon by the Parties before Authority takes over the development. Termination Payment if any shall be as per the procedure as laid down in Clause 21.3. It is hereby clarified that if the Authority does not take over the development as stated above, the Developer shall continue to pay liquidated damages to the Authority for the continuing period of such delay at the rate last mentioned above.

The Developer shall not incur any liability toward the Authority due to failure or delay in performance of any obligation of the Developer by reason/s of Force Majeure or the Authority's Default. On the happening of a Force Majeure event as mentioned in Clause 1 (ii) of this Agreement, the Developer shall be entitled to such extension of time for the delivery of the Authority's Built-up Area as shall be equal to the number of days by which the delay is caused.

- 7.2. Identification of Authority and developer Built-up area including identification and handover of Authority's Built-up Area.

In consideration of the Developer agreeing to develop the Project at its own cost risk and responsibility, construct and deliver the Authority's Built-up area and market the Project, the Developer shall be entitled to ----- sq ft / ----- Sqm of undivided share of area in IT/ITES portion of the Project for which the Project Completion is achieved in terms of this Agreement along with proportionate undivided share of area in the Project Site related to such portion of the Project.

- 7.3. The Developer shall (i) complete construction of the Authority's share of Built-up Area (as defined below) as identified and allotted under the Area Identification Agreement (ii) obtain occupancy certificate in respect thereof, and (iii) handover the same to the Authority by issuing 45 (Forty Five) days written notice to the Authority. The Authority shall within 45 (Forty Five) days of the receipt of notice from the Developer in this regard, shall take over the Authority's share of Built-up area from the Developer subject to same being in compliance of approved specifications and as per the terms of this Agreement and obtaining Occupancy



Certificate from the Competent Authority. Only after handing over the Authority's Share in full shape as per the terms of this Agreement and obtaining taking over certificate from the Authority, the Developer will be entitled to execute conveyance deed, lease /sale deed for the Developer's share of the Project and handover the same to the prospective clients or the Developer itself."

- 7.4. As specified in Clause 2.7, the Developer has agreed to transfer sqft Sqm of Total Built-Up Area. The aforementioned built-up areas to be transferred to the Authority are hereinafter collectively referred to as the "Authority's share of Built-up Area". The Authority's share of Built-up Area along with proportionate divided / undivided land share in the Project Site or any portion thereof shall be earmarked out of the Authority's Share.
- 7.5. The Developer shall (i) complete construction of the Authorities' share of Built-up Area as identified and allotted under the Area Identification Agreement (ii) obtain occupancy certificate in respect thereof, and (iii) handover the same to the Authority. The Authority shall also provide written confirmation acknowledging their acceptance to receive the area allotted to them in the Area Identification Agreement. They should also confirm that their rights in relation to their respective entitlement in the Project is only through the Authority and shall not be against the Developer.
- 7.6. The Developer hereby acknowledges that it has been provided with copies of this Agreement and it is fully aware of the terms and conditions thereof. The Developer hereby agrees to indemnify and hold harmless the Authority against all claims and losses that may be incurred by the Authority under or in relation to this Agreement with the Authority on account of any breach of the terms and conditions of this Agreement committed by the Developer.



8.0. MAINTENANCE OF THE PROJECT

8.1. Maintenance Obligations of the Developer

8.1.1. Developer shall maintain the Project in accordance with this Agreement either by itself, or through reputed property management agency up to Defect Liability Period or until the built-up area so developed is handed over to the respective purchasers and an Association/Society (s) of purchasers is formed, whichever is later. If required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement and conform to approved Specification and Standards and Good Industry Practice. The obligations of the Developer hereunder shall include:

- a) permitting safe, smooth and uninterrupted use of Project Facilities during normal operating conditions;
- b) minimizing disruption in the event of accidents or other incidents-affecting the safety and use of the Project Facilities by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- c) carrying out periodic preventive maintenance of the Project;
- d) undertaking routine maintenance including prompt repairs of cracks, joints, drains, markings, lighting, signs and other control devices;
- e) undertaking major maintenance such as repairs to structures, and refurbishment of parking system and other equipment;
- f) preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;
- g) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Site;
- h) protection of the environment and provision of equipment and materials therefor;
- i) maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project; and
- j) Installation of modern building management system including monitoring mechanism through cameras for capturing deferred images at regular interval.

8.1.2. The Developer shall remove promptly from the Project Site all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Approvals and Good Industry Practice.



8.1.3. The Developer is entitled to charge Common Area Maintenance (CAM) charges to all occupiers/tenants including occupiers/tenants of leasable area under the ownership of the Authority as per the Area Identification Agreement for the services that would be provided under Clause 8.1 & Clause 8.2 above. Minimum CAM Charges payable for any occupier / tenant of the Authority's area as per the Area Identification Agreement shall not be less than the lowest CAM Charges agreed for leasable area leased by the Developer in its share during the last 12 (twelve) months. In the event of no fresh / renewal leases signed by the Developer during last 12 (twelve) months, lowest CAM Charges agreed for leasable area leased by the Developer in its share during the last 24 (twenty four) months will be considered as minimum CAM Charges payable for any occupier / tenant of the Authority's area as per the Area Identification Agreement. It is agreed between the Parties that in the event of Saleable Area of either of the Parties is vacant or self-occupied, the owner of such area shall be liable to pay all applicable charges in respect of such vacant area including CAM Charges, electricity charges.



9.0. REPRESENTATIONS AND WARRANTIES

- 9.1. The Parties make the following representations and warranties to each other that:
- a) each Party has the power to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations on them;
 - b) the entry into and performance of this Agreement would not be in conflict with any Applicable Laws as of the date hereof or any agreement or document to which each Party is a party and would not be against any Court order, judgment or decree, applicable to such Party and
 - c) Each Party represents that the person or signatory signing this Agreement for and on its behalf has the appropriate Approvals and authority to sign and register this Agreement and other documents required to be executed pursuant hereto.
- 9.2. The Authority represents, covenants and warrants to the Developer as follows:
- 9.2.1. The Authority is the absolute owners of the Project Site till the date hereof, and the Project Site is legally and beneficially owned, occupied, absolutely controlled or otherwise used by the Authority for lawful purposes;
 - 9.2.2. The Authority has not done any act, deed or thing, which is likely to curtail, restrict or prejudice its right to enter into this Agreement and to allow the development of the Project in terms of this Agreement;
 - 9.2.3. The Authority is not a party to any agreement for sale, estate contract, option, right of pre-emption, guarantee or similar matter whereby any third party has a contractual right or obligation to acquire an estate or interest in the Project Site, or which may hinder the consummation of, or defeat the objectives of this Agreement;
 - 9.2.4. No notice for acquisition has been received in respect of any portion of the Project Site, nor has any portion of the Project Site been acquired under the Land Acquisition Act, 1894 and amended act of 2013 or any other Applicable Law;
 - 9.2.5. The Project Site is free from any land charge, recovery proceedings, restriction or notice, and no matter exists against the Project Site.
 - 9.2.6. No part of the Project Site is subject to attachment and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, dues, notices and/or acquisition proceedings or legal proceedings pending against the same;
 - 9.2.7. The Project Site is free from all encumbrances, attachments, claims, liens, charges, clogs, hindrances, claims from members of joint family, lies pendens, easement, license, encroachment, dispute relating to boundary, prior agreements, pre-emption, options, reservation, road-widening, set back or set forward etc., and other charges of any nature whatsoever and howsoever, and there is no defect in the title of the Authority in the knowledge of the Authority;



- 9.2.8. All estate, interest, right and title whatsoever (including for the avoidance of any doubt, interest in the nature of options and rights in the nature of contractual licences) relating to the Project Site vest with the Authority and the Authority is absolutely entitled to develop the same, as contemplated in this Agreement;
- 9.2.9. The Authority hereby represents and warrants that no person, entity, association of persons, trust, company or any third party, other than the Authority, has any right, title or interest in the Project Site;
- 9.2.10. The Authority is the owner of all benefits and easements necessary for the use and enjoyment of the Project Site as contemplated under this Agreement. No right or easement that may be required for the fulfilment of the terms and conditions of this Agreement is restricted in any manner whatsoever. Such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise. No person has any right to terminate or curtail a right or easement appurtenant to or benefiting the Project Site, excepting the sovereign right of the Governmental Authorities;
- 9.2.11. The Authority has made all representations and warranties in this Agreement based on the information and document available with it and to the best of its knowledge. This Agreement does not contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein misleading;
- 9.2.12. The Authority declares that there is no payment outstanding to any revenue department(s) such as income-tax, sales tax etc. of the Authority which could directly or remotely constitute a charge/lien on the Project Site or otherwise adversely prejudice or affect the transaction herein;
- 9.2.13. The Authority has been regularly paying all taxes, cesses, and other outgoings with respect to the Project Site to the concerned Governmental Authority and shall, up to the Agreement Date, pay all such taxes, cesses, and other outgoings. If there are any arrears and demands of such taxes, cesses, and other outgoings payable in respect of the period prior to the Agreement Date, the same shall be paid by the Authority directly to the concerned Governmental Authorities;
- 9.2.14. All the representations and warranties of the Authority contained herein shall run in favour of, and benefit, the Developer.
- 9.2.15. The Authority undertakes that it shall, at all times, and from time to time hereinafter, at the request or demand of the Developer do, or cause to be done all such acts or things as shall be lawfully or reasonably necessary or required to give effect to the terms of this Agreement.
- 9.2.16. The Authority shall not without prior written consent from the Developer, take or propose to take any action relating to the Project Site or any portion thereof that could be inconsistent with the terms and conditions, obligations and rights set out in this Agreement, including but not limited to, any consent, acquisition or other proceedings involving any Governmental Authority.
- 9.3. The Developer represents and warrants to the Authority that:



- 9.3.1. It has the necessary experience and expertise as a land developer;
- 9.3.2. It shall comply with all Applicable Laws and shall complete the development of the Project strictly in accordance with the terms and conditions of this Agreement.
- 9.3.3. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 9.3.4. it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 9.3.5. it has the financial standing and resources to fund the required equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- 9.3.6. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement -will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 9.3.7. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- 9.3.8. The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- 9.3.9. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 9.3.10. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement
- 9.3.11. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Authority which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 9.3.12. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate



have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;

- 9.3.13. it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the RFP and that the Developer, together with {its} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that each consortium member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposals shall hold along with its Associates at least 26% (twenty six per cent) of Equity during the Construction Period and six months thereafter;
- 9.3.14. Provided further that any such request made for any Change in Ownership, shall be at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders;
- 9.3.15. the Developer is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- 9.3.16. the Developer's all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project assets shall be acquired by it Subject to any agreement under which a security interest or other lien or encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- 9.3.17. no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Authority in relation to Approvals contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- 9.3.18. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- 9.3.19. all information provided by the Developer in response to the Request for Proposals or otherwise, is, true and accurate in all material respects; and
- 9.4. All undertakings and obligations of the Developer arising from the Request for Proposals or otherwise shall be binding on the Developer as if they form part of this Agreement.



10.0. DEVELOPER'S OBLIGATIONS AND COVENANTS

- 10.1. The Developer shall regularly keep the Authority updated on the progress of the Project by providing quarterly report and call for a quarterly meeting with the Authority to discuss the same.
- 10.2. The Authority and its representative shall, at all times, be entitled to visit the Project Site and the Developer shall provide full cooperation, assistance and access to the Approval Plan, drawings and all other documents relating to the Project Site and the Project for their inspection and provide copies thereof to the Authority immediately on request by the Authority/IE.
- 10.3. The Developer shall be exclusively liable and responsible towards Governmental Authorities for the compliance of any of the statutory requirements and the Applicable Laws in relation to development of the Project Site including accidents that may arise in the Project Site.
- 10.4. The Developer shall be solely responsible for undertaking development of the Project Site in accordance with the Applicable Laws, including but not limited to obtaining all Approvals for development, marketing and sale of the built-up area including the Authority's share of built-up area so developed at the Project Site at their cost.
- 10.5. The Developer shall develop the Project as per the approved designs by the Authority.
- 10.6. The responsibilities and expenses of preparing the plans, drawing etc and procuring all sanctions and permissions required to commence and complete the development and construction of the Project in the Project Site shall be those of the Developer.
- 10.7. The Developer shall ensure that they shall select good quality construction materials, adopt proper method of construction, use good equipment for construction and other related techniques for construction and the construction shall be in accordance with the Specifications agreed between the Parties in terms of this Agreement.
- 10.8. The Developer shall ensure that the quality and uniformity of construction is maintained for the entire Project.
- 10.9. The Developer shall hand over the completed Project Facilities under the Authority's share of Built-up area to the Authority before commencement of selling Developer's share of Built-up area. Accordingly, the Developer has to market the overall Project (both IT/ITES and Non-IT/ITES built-up space) and bring in buyers to the Authority at the negotiated rate at which the Developer is planning to sell its share of built-up area. In case the Authority is not willing to sell its share at Developer's negotiated selling price, the Developer is free to sell its share of built-up area in IT/ITES block at its negotiated price. The Occupancy Certificate (OC) for the non-IT/ITES shall be issued only upon obtaining an OC for at least an equivalent amount of space for IT/ITES use. In this regard, the provisions of G.O.Ms.No.16 dated 10.12.2020 (Hyderabad GRID Policy) shall apply.

Note: In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above



20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft as Non-IT/ITES space and/or IT/ITES space based on the commercial workings of the Developer.

10.10. The non-IT/ITES built up area can be utilized for any purpose including and / or residential purpose as per the provisions of the Agreement.

10.11. The Developer shall also ensure that they shall set right or rectify any defects in the Project during the Defect Liability Period.

10.12. Obligations relating to employment of foreign nationals

The Developer acknowledges, agrees and undertakes that employment of foreign personnel by the Developer and/or its contractors and their subcontractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Developer and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Developer or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Developer from the performance and discharge of its obligations and liabilities under this Agreement.

10.13. Obligations relating to employment of trained personnel

The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

10.14. Facilities for differently abled and elderly persons

The Developer shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, Government of India or a substitute thereof, procure a barrier free environment for the differently abled and for elderly persons using the Project.

10.15. Obligations relating to Change in Ownership

10.16.1. The Developer shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

10.16.2. Notwithstanding anything to the contrary contained in this Agreement, the Developer agrees and acknowledges that:

- a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Developer; or



- b) acquisition of any control directly or indirectly of the Board of Directors of the Developer by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Developer, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Developer without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Developer from any liability or obligation under this Agreement.

For the purposes of this Clause 10.16.2:

- i. the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Developer;
- ii. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Developer; and
- iii. power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Developer, not less than half of the directors on the Board of Directors of the Developer or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Developer shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Developer.



11.0. AUTHORITY'S OBLIGATION AND COVENANTS

- 11.1. The Authority shall be liable for all its obligations under this Agreement.
- 11.2. The Authority on this day with the execution of this Agreement have executed a power of Attorney in favour of the Developer (“ Developer Power of Attorney”) in accordance with Schedule IV inter alia to enable the Developer to proceed with the obtaining of the development plan, licenses and building construction plans in accordance with the Project Completion Schedule, consents in regard to the development on the Project Site and construction to be as agreed herein and authorising the Developer to represent the Authority before the Greater Hyderabad Municipal Corporation (GHMC), State and Central Government Departments, fire force Department, electricity, water supply Departments/Companies, Telecom Department, Airport and Pollution Control Board and all other Statutory Authorities for the said purpose, which will be in force until the completion of the Project and the sales are completed.
- 11.3. The Authority shall provide all necessary assistance / facilitation in getting the building approvals.
- 11.4. The Developer alone shall be responsible for all losses, claims, liabilities and consequences arising under or in relation to all the agreements, deeds and undertakings entered into by the Developer (for itself and /or as Power of Attorney Holder of the Authority) in relation to the Project / the Project Site with any Person, including but not limited to the Purchasers, contractors and the Governmental Authorities; and wherever it is feasible under the Applicable Laws, such agreements, deeds and undertakings shall expressly set out the aforementioned sole responsibility and liability of the Developer.
- 11.5. The Developer shall be entitled from the date of the Agreement, to raise finance from bank/s, financier/s, finance company/companies, and other financial institution/s, at any stage and to draw such loans on the security of the Project Site or any portion thereof to the extent of the Developer’s Share for the purposes of construction of the Project.
- 11.6. Developer shall have right to sell, lease, transfer otherwise dispose their share of Built-up area along with divided/undivided share of land in the Project in favour of the prospective purchasers, which the Developer agrees to exercise in terms of this Agreement.
- 11.7. The Developer has undertaken and completed due diligence on title to the Project Site based on all the documents and information available with the Authority and the Developer is satisfied with the title to the Project Site in the hands of the Authority. Notwithstanding such diligence exercised by the Developer, the Authority shall be fully liable and responsible for settling all the claims and demands arising in relation to the title of the Project Site. Accordingly, the Authority shall indemnify and hold the Developer harmless against any loss or liability, cost or expenses, action or proceedings and third party claims attributable to any misrepresentations of the Authority in relation to the Project Site. The time taken to clear any third party claims caused at the instance of the Authority or relating to its title resulting in stoppage of construction will be added to the Construction Period. The Developer shall, at the cost of the Authority, co-operate with the Authority to resolve such interferences and claims to the title of the Project Site. If there is a loss of title or interference in respect of portion/s



of the Project Site, the same will not come in the way of the Developer, and the Developer at its option and discretion, shall continue the development in the remaining portion of the Project Site and in the meantime the Authority agrees to get the defect or claims cured at its cost.

- 11.8. The Authority shall sign and execute necessary application/s, paper/s, affidavit/s, undertaking/s and/or document/s and do all act/s, deed/s and thing/s as the Developer may lawfully require for obtaining the Approvals for completing the development of the Project.
- 11.9. The Authority will not encumber the Project Site nor deal with or dispose of the Project Site or any interest therein or portion thereof grant any license to use the Project Site as it will prejudice the rights of the Developer or affect development and sale of the Developer's Share. The Authority shall not grant any power of attorney to any third parties to deal with the Developer's share of Built-up Area or the Project Site in any manner whatsoever.
- 11.10. The Authority shall ensure that the Developer, its agents, servants, associates and any Person claiming through or under them have unhindered access to the Project Site.
- 11.11. The Authority shall neither do any act or thing that may adversely affect the aesthetic appearance/beauty of the Project nor do anything which may cause nuisance or obstruction or hindrance to the other owners or occupants of the Project or any portion thereof.
- 11.12. The Developer shall be notified immediately by the Authority of any notices received by it from any Governmental Authority and also intimate any matter or action undertaken by reason of such notices received by it in relation to the Project Site or to the Authority which may impact the Project as contemplated in this Agreement.



12.0. INDEMNIFICATION

- 12.1. The Authority shall keep the Developer, its agents, nominees, assignees and employees fully indemnified and hold them harmless against any losses or liabilities, cost/s or claim/s, action/s or proceeding/s or third party claim/s that may arise against the Developer, its agents, nominees, assignees and employees or in respect of any portion of the Developer's Share by reason of: (a) misrepresentations or breach of any representation and warranties made by the Authority; or (b) failure on the part of the Authority to discharge any of their liabilities, obligations and covenants under this Agreement; or (c) in the event of Authority's Default.
- 12.2. In the event the Authority is made a party to any litigation in relation to this Agreement, by reason of the wrongful or unlawful acts, omissions or commissions of the Developer, or any incorrect or misleading representations made by the Developer, the Developer shall be responsible for all legal costs and expenses, including but not limited to attorneys' fees, court fees and expenses.
- 12.3. The Developer shall keep the Authority its agents, nominees, assignees and employees fully indemnified and harmless against any loss or liability, cost/s or claim/s, action/s or proceeding/s that may arise against the Authority or the Authority's' Share of Built-up Area by reason of (a) any misrepresentation by the Developer, (b) Developer's Default or (c) on account of any act of omission or commission in using the Project Site or arising out of the, Development and putting up of the construction or in delay thereof and further the Developer shall be fully liable and responsible to the Government (State and Central), and other Authorities for compliance of all the statutory requirements regarding construction and providing amenities/facilities therein. The Developer shall also be liable and responsible for third party claims and claims arising out of contract entered into by the Authority with persons desiring to own and/or possess the Authority's Share of Built-up Area or portions thereof and the land in the Project Site to the extent on account of breach by the Developer under this Agreement.
- 12.4. The Authority agrees that the cost of making out clear title to the Project Site shall always be that of the Authority. If on account of any claims on title or an account of defect in Authority's title to the Project Site the Developer is restrained from carrying out the construction and development of the Project Site, the Authority shall at its own cost and expenses remedy such defects and if the Authority fails to remedy such defects within a reasonable time the Developer shall be entitled to remedy such breach in consultation with the Authority and recover the costs thereof from the Authority's share of revenue. Further any loss of construction time on account of such defects shall add to period of construction and the time for completion shall stand extended accordingly.



13.0. PUBLICITY AND SIGNAGE

- 13.1. The Developer shall be entitled to market the Project by erecting sign board/s on the Project Site. The Developer shall also be entitled to advertise the sale and disposal of the developer's share of built-up areas in the Project and to publish advertisements in newspaper/s, magazine/s, website/s and such other media/s seeking prospective purchaser/s and tenant/s and to do all other lawful things to market the Project in any manner whatsoever. Subject however that it exhibits the names of both the Authority and the Developer in all such publicity materials.
- 13.2. The Authority and the Developer shall have equal signage rights for the entire Project and the buildings and structures comprised in the Project.
- 13.3. As aforesaid the said project shall be known by the name "IT TOWER-MALAKPET".
- 13.4. The Authority shall not bear any cost incurred under this Clause.



14.0. ACQUISITION

- 14.1. If any portion of the Project Site is acquired under any Applicable Law by the Government or other Authority under the law, before issue of the Occupancy Certificate by the Plan sanctioning authorities, then Compensation payable for the land in such portion of the Project Site shall be taken by the Authority in their entirety and the compensation payable for construction and development made and incurred thereon by the Developer shall be taken by Developer in its entirety. Further, the Authority shall refund proportionate share of monies received from the Developer immediately on completion of acquisition of such extent of the land in the Project Site. In the event of acquisition of the Project Site after receipt of Occupancy Certificate from the Plan sanctioning authorities, the compensation shall be divided between the Authority and the Developer in proportion to their undivided share of land in the Project Site and the built-up area/s ratio.

- 14.2. If in the course of plan approval and development if any portions of the Project Site is acquired for forming any road and/or for road widening etc. and the authority acquiring the land, in lieu of monetary compensation to the Authority, the Authority has the option to utilize the compensation in the Project Site or any other property.



15.0. ADDITIONAL WORK

It is agreed between the Parties that in the event of any change in the approved Specifications sought for by the Authority for its share of Built-up area of the Project Site, which is in the nature of upgradation of approved Specifications, the Authority shall contribute the difference for such upgradation cost at mutually agreed rates and at mutually agreed additional time periods, provided the same is not in contravention of the Sanctioned Plan.



16.0. DEFECT LIABILITY PERIOD

The Developer shall rectify any structural defects, water leakages, plumbing and electrical defects, in the building/s constructed in the Project Site noticed up to the Defect Liability Period whether the possession thereof is taken by the Authority or not. However, small air-cracks in the plaster, masonry, door and windows shall not be construed as defects.



17.0 INSURANCE

17.1. Insurance during Construction Period

The Developer shall effect and maintain at its own cost, during the Construction Period, such insurances for such maximum sums as may be required or prudent in accordance with Good Industry Practice and the Applicable Laws (the "Insurance Cover"). Such insurances shall be in the joint names of the Authority and the Developer and have to be furnished to the Authority within 30 days from the date of this Agreement.

The Insurance Cover shall be up to the end of completion of Works, till such time Completion Certificate is issued. The Insurance Cover must necessarily cover the following Developer's risks.

- a. loss of or damage to the Works, plant and materials.
 - b. loss of or damage to the equipment.
 - c. loss of or damage of property in connection with the Contract.
 - d. personal injury or death of persons employed for construction.
 - e. Professional liability insurance: The Contractor shall affect professional indemnity insurance, which shall cover the risk of professional negligence in the design of the works. This insurance shall be for a value not less than the Contract Value of Rs. ----- (Rupees ----- only).
 - f. Any other insurances as may be required as per Good Industry Practice.
- 17.2. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.
- 17.3. The Developer shall also pay regularly the insurance premium and produce necessary receipt(s) to the Authority within 15 (fifteen) days of such payment, well in advance.
- 17.4. Alterations to the terms of insurance shall not be made without the approval of Authority/Authority's Representative.
- 17.5. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall apply for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project.



18.0. SAFETY & SECURITY REQUIREMENTS

- 18.1. The Developer shall comply with the provisions of this Joint Development Agreement, Applicable Laws and Approvals and conform to Good Industry Practice for securing the Project Site ("**Security Requirements**"). In this regard, the Developer shall develop, implement and administer a surveillance program for providing a secure environment at the Project Site in consultation with the Authority.
- 18.2. The Developer shall in performing its obligations under this Joint Development Agreement comply with and procure that its personnel and sub-Contractor comply with all Applicable Laws, Approvals, conditions of the consents, requirements of the Authority with regards to the safety to the personnel working at the Project Site and the people residing in the surrounding areas and/or the people passing through the surrounding areas and in all matters relating to occupational health, safety and the environment ("**Safety Requirements**"). In this regard, the Developer shall develop, implement and administer a safety program for providing a safe environment at the Project Site in consultation with the Authority.
- 18.3. All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Developer to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in consultation with the Authority. Such expenses shall be as approved and funded by the Authority.



19.0. FINANCIAL CLOSE

19.1. General Obligations

- a) The Developer expressly agrees and undertakes that it shall itself be responsible to arrange for financing and/ or meeting all financing requirements for the development of the Project at its cost and shall enter into Financing Agreements, if required, with the Senior Lenders for the same.
- b) The Developer hereby agrees and undertakes that it shall achieve Financial Close within 150 days from the date of Joint Development Agreement.
- c) The Developer shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to Financial Closure, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Developer, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

19.2. Termination due to failure to achieve Financial Close

Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial close does not occur, for any reason whatsoever, within the period set forth in the Clause 19.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Developer under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Developer, and the Joint Development Agreement shall be deemed to have been terminated by mutual agreement of the Parties. However, instead of terminating this Agreement as provided in this Clause 19.2, the Parties may by mutual agreement extend the time for fulfilling this condition precedent.



20.0. SUBSTITUTION AGREEMENT

20.1. Substitution Agreement

- a) This Agreement shall not be assigned by the Developer in any manner or through any device or arrangement, directly or indirectly. Provided, however, subject to the provisions of this Agreement, Senior Lenders may be given the right of substitution in accordance with terms hereof and under the Substitution Agreement (the “Substitution Agreement”) executed as a condition precedent in the form annexed hereto as Schedule VII.
- b) The Senior Lenders may exercise the rights to replace the Developer with a Nominated Company as per terms provided in the Substitution Agreement, provided that the Nominated Company substituting the Developer shall enjoy all rights and be responsible for performing/fulfilling all obligations of the Developer under this Agreement.

Provided that in the event the Senior Lenders are unable to substitute the Developer by Nominated Company as per the provisions of the Substitution Agreement, Authority may in its sole discretion either decide to find a substitute entity itself or shall proceed to terminate the Agreement.

20.2. SUBSTITUTION OF THE DEVELOPER

Substitution by Lenders’ Representative

In the event of Developer’s default, Authority shall, if there be any Senior Lenders, send copy of the Termination Notice to the Lenders’ Representative to inform and grant 15 (fifteen) days to the Lenders’ Representative, for making representation on behalf of the Senior Lenders stating the intention to substitute the Developer. In case Authority receives representation on behalf of the Senior Lenders, within the aforesaid period, Authority shall withhold the termination for period not exceeding 180 (one hundred and eighty) days, for enabling the Lenders’ Representative to exercise the Senior Lenders’ right of substitution in accordance with the Substitution Agreement, and substitute the Developer with Nominated Company.

20.3. Substitution by Authority

In the event that no company is nominated by the Lender’s Representative to act as the Nominated Company or the company nominated by the Lenders’ Representative in terms of Clause 20.1 is not acceptable to Authority. Authority may either substitute the Developer with its own Nominated Company in accordance with the Substitution Agreement or terminate the Agreement.

20.4. Substitution Process

While carrying out substitution, the Lender’s Representative or Authority, as the case may be, shall invite competitive bids from the prospective parties for acting as the Nominated Company and substituting the Developer. Such Nominated Company shall have to agree to bear the Termination Payment if any to the Developer as per the provisions of this Agreement along with all the liabilities of the Developer in terms of this Agreement and Financing Agreement.



20.5. Consequences of Substitution

The Authority shall grant, to the Nominated Company, the right to develop, design, finance, construct and transfer the Authority share of built-up area and maintain the Project (including entering into Sub-Contracts) together with all other rights of the Developer under this Agreement, subject to fulfilment of the Developer's entire obligation under this Agreement by such Nominated Company, for the remainder of the Term of this Agreement. Such rights shall be granted by the Authority through the novation of the Agreement, if applicable, in favour of the Nominated Company.

The Authority shall also execute new Substitution Agreement with the Nominated Company and the Senior Lenders, if there be any. All sub-contracts and agreements in respect of the Project including Financing Agreements and all sub-contracts executed by the Developer shall stand transferred and novated in favour of the Nominated Company. Further all rights of the Developer on the Site and Project Assets in terms of the Agreement shall stand transferred and novated in favour of the Nominated Company. All Approvals/clearances of AUTHORITY received by the Developer shall stand transferred and novated in favour of the Nominated Company. The Developer shall get replaced by the Nominated Company for all purposes related to the Project.



21.0. TERMINATION

- 21.1. Save as otherwise provided in this Joint Development Agreement, in the event that any of the defaults specified below shall have occurred, and the Developer fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Developer shall be deemed to be in default of this Joint Development Agreement (a “**Developer Default**”), unless the default has occurred solely as a result of any breach of this Joint Development Agreement by the Authority or due to Force Majeure. In case of occurrence of the below mentioned Developer Default, the Authority shall be entitled to take action for termination as per this clause or issue suspension notice in accordance with clause 23.1. The defaults referred to herein shall include:
- a) the Performance Security has been encashed and appropriated and the Developer fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
 - b) failure to achieve completion of the Project within the Scheduled Completion Date with grace period as permitted as per the provisions of this Agreement, including any extension of time granted hereof;
 - c) failure to achieve the completion of the Project as per provisions of this Joint Development Agreement;
 - d) subsequent to the replenishment or furnishing of fresh Performance Security, the Developer fails to cure, within a Cure Period of 15 (fifteen) days, the Developer Default for which whole or part of the Performance Security was initially appropriated;
 - e) The Developer is in material breach of its obligations and / or scope of work as laid down in this Joint Development Agreement;
 - f) the Developer abandons or manifests intention to abandon the works / Project Site / and/ or maintenance of the Project without the prior written consent of the Authority;
 - g) any application against the Developer is admitted for insolvency;
 - h) if any receiver, liquidator, trustee or administrator interim resolution professional / resolution professional or similar official has been appointed for Developer or winding up, (voluntary or involuntary) under Insolvency and Bankruptcy Code, 2016, insolvency or dissolution administration or reorganization or legal proceedings in respect of Developer have been initiated;
 - i) the Developer has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
 - j) any representation or warranty of the Developer herein contained which is, as of the date hereof, found to be materially false or the Developer is at any time hereafter found to be in breach thereof;



- k) the Developer has failed to fulfil any obligation, for which failure termination has been specified in this Joint Development Agreement;
- l) the Developer repudiates this Joint Development Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Joint Development Agreement;
- m) if the Developer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Joint Development Agreement;
- n) If the Developer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 25.3 hereof; and/or
- o) a Change in Ownership has occurred, without intimating at-least 30 (thirty) days in advance to the Authority in writing, of such change.

In case of occurrence of the above-mentioned Developer Default, the Authority shall be entitled to take action for termination as per this clause or issue suspension notice in accordance with clause 23.1.

The Authority shall be entitled to terminate this Joint Development Agreement by issuing a Termination Notice to the Developer; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Developer of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Developer to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

For the avoidance of doubt, the date of Termination Notice shall be deemed to be the Termination Date.

21.2. BY THE AUTHORITY

In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 60 (sixty) days or such longer period as has been expressly provided in this Joint Development Agreement, the Authority shall be deemed to be in default of this Joint Development Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Joint Development Agreement by the Developer or due to Force Majeure. The defaults referred to herein shall include:

- a) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 25.3 hereof;
- b) The Authority repudiates this Joint Development Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Joint Development Agreement;
- c) Any other circumstance or situation which has been described as an AUTHORITY Default under this Joint Development Agreement.



Without prejudice to any other right or remedy which the Developer may have under this Joint Development Agreement, upon occurrence of an Authority Default, the Developer shall, be entitled to terminate this Joint Development Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Developer shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

For the avoidance of doubt, the date of Termination Notice shall be deemed to be the Termination Date.

21.3. TERMINATION PAYMENTS

21.3.1. Upon Termination on account of a Developer's Default during the Construction Period but after Financial Close the Authority shall pay to the Developer, by way of Termination Payment, an amount equal to 75% (seventy five per cent) of the Debt Due, less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; For the avoidance of doubt, the Developer hereby acknowledges that no Termination Payment shall be due or payable on account of a Developer Default occurring prior to Financial Close.

21.3.2. Upon Termination on account of an Authority Default, the Authority shall pay to the Developer, by way of Termination Payment, an amount equal to:

- a. Debt Due less Insurance Cover; and
- b. 120% (one hundred and twenty per cent) of the Equity.

In this regard, any amounts received from the buyers as advance and spent on the Project shall be deducted as certified by the Independent Engineer while making the above payments.

21.3.3. Termination Payment shall become due and payable to the Developer within 30 (thirty) days of a demand being made by the Developer to the Authority with the necessary particulars.

21.3.4. The Developer expressly agrees the Termination Payment under this Article 21 shall constitute a full and final settlement of all claims of the Developer on account of Termination of this Agreement for any reason whatsoever and that the Developer or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

21.4. Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- a. be deemed to have taken possession and control of the Project forthwith;



- b. take possession and control of all materials, stores, implements, equipment, systems used or being used in the development of the Project;
- c. be entitled to restrain the Developer and any person claiming through or under the Developer from entering upon the office or any part of the Project; and
- d. require the Developer to comply with the Divestment Requirements set forth in Clause 22.1.

21.5. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 21.3.4, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money Damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.



22.0. DIVESTMENT OF RIGHTS AND INTEREST

22.1. Divestment Requirements

22.1.1. Upon Termination, the Developer shall comply with and confirm to the following Divestment Requirements:

- a. notify to the Authority forthwith the location and particulars of all Project assets / Project Facilities;
- b. deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;
- c. cure all defects and deficiencies in the Project Assets so that the Project is compliant with the maintenance requirements; provided that in the event of Termination during the Construction Period, all the Project assets / Project Facilities shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- d. deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, construction and maintenance including all programs and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Developer represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Authority free of any encumbrance;
- e. transfer and/or deliver all Approvals to the extent permissible under Applicable Laws;
- f. execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Developer in the Project assets Project Facilities, including manufacturer's warranties in respect of any product or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
- g. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Developer in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

22.1.2. Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project agreements to perform or procure the performance by a third party of any of the obligations of the Developer, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

22.2. Vesting Certificate



The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the “Vesting Certificate”), which will have the effect of constituting evidence of divestment by the Developer of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divesting Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Developer.

22.3. Divestment Costs

22.3.1. The Developer shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Developer in the Project in favor of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Developer in connection with such divestment shall be borne by the Authority.

22.1.3. In the event of any Dispute relating to matters covered by and under this Article 22, the Dispute Resolution procedure shall apply.



23.0. SUSPENSION

23.1. SUSPENSION AND SUSPENSION NOTICE

The Authority may, without prejudice to its rights under this Agreement, by written notice of suspension to the Developer, suspend all activities of the Developer hereunder if the Developer fails to perform any of its obligations or in case of Developer Defaults, provided that such notice of suspension is issued, (i) shall specify the nature of the failure, and (ii) shall request the Developer to remedy such failure within a period not exceeding 60 (sixty) days after receipt by the Developer of such notice of suspension (the “**Suspension**”).

23.2. REVOCATION OF SUSPENSION

Upon the Developer having cured the Developer Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Developer under this Joint Development Agreement.

In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Developer under this Joint Development Agreement.

23.3. AUTHORITY TO ACT ON BEHALF OF DEVELOPER

During the period of Suspension hereunder, all things done or actions taken, including expenditure incurred by the Authority or any entity on its behalf for discharging the obligations of the Developer under and in accordance with this Joint Development Agreement, shall be deemed to have been done or taken for and on behalf of the Developer and the Developer undertakes to indemnify the Authority for all costs incurred during such period.

23.4. TERMINATION FROM SUSPENSION

At any time during the period of Suspension, the Developer may by notice require the Authority to revoke the Suspension and elect to issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 23.5 the Authority shall within 30 (thirty) days of receipt of such Termination Notice, terminate this Joint Development Agreement in accordance with the provisions of this Agreement.

Notwithstanding anything to the contrary contained in this Joint Development Agreement, in the event that Suspension is not revoked within 180 (One Hundred and Eighty) days from the date of Suspension, the Joint Development Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Joint Development Agreement shall apply, *mutatis mutandis*, to such termination as if a Termination Notice had been issued by the Authority upon occurrence of a Developer Default.



23.5. SUBSTITUTION OF DEVELOPER

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Developer under and in accordance with the Substitution Agreement, and upon receipt of notice there under from the Lender's Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under the provisions of this Agreement, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

23.6. CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Joint Development Agreement pursuant to this Clause 23.6 or upon expiration of this Joint Development Agreement pursuant to Clause 23.3 hereof, as the case may be, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, as the case may be, including its right to claim and recover money, damages and other rights and remedies which it may have in law or Joint Development Agreement (ii) the obligation of confidentiality set forth in Clause 28.1 hereof, and (iii) recourse to arbitration and indemnity obligations; and (iv) any other right which a Party may have under the Applicable Laws.



24.0. FORCE MAJEURE

24.1. Force Majeure Event

24.1.1. Any of the following events which is beyond the control of the Party claiming to be affected thereby (“Affected Party”) and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- a) act of God which includes epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site);
- b) any judgement or order of any court of competent jurisdiction or statutory authority made against the Developer in any proceedings for reasons other than (i) failure of the Developer to comply with any Applicable Law or Approvals, or (ii) on account of breach of any Applicable Law or Approvals or of any contract, or (iii) enforcement of this Joint Development Agreement, or iv) exercise of any of its rights under this Joint Development Agreement by the Authority.

24.2. Notice of Force Majeure Event

24.2.1. As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;
- b) the estimated Force Majeure Period;
- c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) assess the impact of the underlying Force Majeure Event,
- f) to determine the likely duration of Force Majeure Period and,
- g) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.



25.0. DISPUTE RESOLUTION

25.1. Dispute Resolution

25.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.2 i.e., Conciliation.

25.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

25.2. Conciliation

25.2.1. In the event of any Dispute between the Parties, either Party may call upon a mutually agreed lawyer / person, to mediate and assist the Parties in arriving at an amicable settlement thereof. The said lawyer / persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 25.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3.

25.3. Arbitration

25.3.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 25.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 25.3.2. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996 and the venue of such arbitration shall be at Hyderabad, and the language of arbitration proceedings shall be English.

25.3.2. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

25.3.3. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 25.3 shall be final and binding on the Parties as from the date it is made, and the Developer and the Authority agree and undertake to carry out such Award without delay.

25.3.4. The Developer and the Authority agree that an Award may be enforced against the Developer and/or the Authority, as the case may be, and their respective assets wherever situated.



25.3.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

25.4. Adjudication by Regulatory Authority or Commission

25.4.1. In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Developer and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 25.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.



26.0. NOTICES

- 26.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be delivered personally, sent by post, by fax, by internationally recognised courier service or registered mail, in the manner as elected by the Party giving such notice to the following addresses:
- a) In the case of notices to the Authority:
Address:
Attention :
Telephone :
Facsimile :
Email :
- b) In the case of notices to Developer:
Address:
Attention :
Telephone :
Facsimile Email :
- 26.2. All notices shall be deemed to have been validly given on (i) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) upon receipt if delivered personally or (iii) 5 (Five) Business Days after posting, if transmitted by courier or registered airmail or (iv) 7 (Seven) Business Days if sent by post
- 26.3. Each Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 (thirty) days prior written notice.



27.0. INDEPENDENT ENGINEER

27.1. Appointment of Independent Engineer

The Authority shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-V, to be the independent consultant under this Agreement (the “Independent Engineer”). The Independent Engineer shall assist the Authority in matters related to supervising construction of the Project and shall support the Authority to monitor compliance with Specifications and Standards as set forth in this Agreement. The appointment shall be made no later than 30 (thirty) days from the date of this Agreement and shall be for a period of Construction Period. On expiry or termination of the aforesaid appointment, the Authority shall appoint an Independent Engineer for a further term of 1 (one) year in accordance with the provisions of Schedule-V, as per Project requirements. At the discretion of the Authority, such procedure shall be repeated after expiry of each appointment.

27.2. Duties and functions

- i. The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-VI.
- ii. The Independent Engineer shall, at all times, have the right to attend any meetings held by the Authority to review the progress of construction, and to provide its comments/suggestions regarding the progress as well as the manner in which the construction works are being undertaken.
- iii. The Independent Engineer shall submit regular periodic reports (at least once every month) to the Authority in respect of its duties and functions set forth in Schedule-VI.
- iv. A true copy of all communications sent by the Authority to the Independent Engineer and by the Independent Engineer to the Authority shall be sent forthwith by the Independent Engineer to the Developer.
- v. A true copy of all communications sent by the Independent Engineer to the Developer and by the Developer to the Independent Engineer shall be sent forthwith by the Independent Engineer to the Authority.

27.3. Remuneration

The monthly remuneration, cost and expenses of the Independent Engineer shall be paid by the Authority, one-half of such monthly remuneration, cost and expenses shall be reimbursed by the Developer to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority.

27.4. Termination of appointment



The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 27.1.

27.5. If the Developer has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Developer and Independent Engineer for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Developer remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 27.1.

27.6. Authorized signatories

The Authority shall require the Independent Engineer to designate and notify to the Authority and the Developer up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

27.7. Dispute resolution

If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution procedure.

27.8. Interim arrangement

In the event that the Authority does not appoint an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorize any person to discharge the functions of the Independent Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Independent Engineer, and such functions shall be discharged as and when an Independent Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause 26.8 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.



28.0. MISCELLANEOUS

28.1. Confidentiality and non-disclosure

The Parties mutually acknowledge that they, or its respective agents may, in the course of this Agreement be exposed to or acquire information which is proprietary or confidential to the Other Party, its clients, or to any third parties to whom the Other Party owes a duty of confidentiality. Any and all non-public information of any form obtained by the Party or its respective agents during this Agreement shall be deemed to be confidential information. The Party shall hold the confidential information in strict confidence and not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or use such information for any purpose whatsoever other than the provision contemplated by this Agreement and shall advise each of their agents who may be exposed to the confidential information of their obligations to keep such information confidential.

28.2. 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 Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

28.3. Waiver of Immunity: Each Party 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;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgment 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 (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

28.4. Depreciation and Interest: For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Developer in the Project shall be deemed to be acquired and owned by the Developer. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Developer under the Applicable Laws. Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.



- 28.5. Waiver: Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under 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.
- 28.6. 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.
- 28.7. No Partnership: This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 28.8. Exclusion of Implied Warranties etc.: This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.
- 28.9. All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.
- 28.10. Entire Agreement: This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Developer arising from the Request for Proposal shall be deemed to form part of this Agreement and treated as such.
- 28.11. Severability: If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is 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 the Dispute Resolution procedure set forth under this Agreement or otherwise.

28.12. Successors and Assigns: This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

28.13. Language: All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

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

a) This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart and shall become effective when the Parties have signed all the sets.

b) The original stamped Agreement shall be retained by the Developer.

28.15. Amendment:

a) No Party can carry any amendment and /or do modification hereof except under a duly executed Supplementary Agreement signed by both the parties.

b) The Developer being a Company has complied with all internal procedures and this Agreement is duly executed by its Chairman and Managing Director and Authorised Signatory with intent and purpose to bind the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
for and on behalf of
Authority:

SIGNED, SEALED AND DELIVERED
for and on behalf of Developer:

(Signature)
(Name) (Designation)

(Signature)
(Name) (Designation)

Witnesses

1.

1.

2.

2.



SCHEDULE I – SCHEDULE OF PROJECT SITE

To include schedule of project site and the project site plan



SCHEDULE II – PERFORMANCE SECURITY

To be included



SCHEDULE III – SPECIFICATIONS

To include all Specifications including technical specifications as approved by the Authority



SCHEDULE IV – POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We Telangana State Industrial Infrastructure Corporation Limited, having its principal office at 6th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh Hyderabad - 500 004 and represented by its Chief Engineer, (hereinafter referred to as the “Authority”/ “Principal” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

SEND GREETINGS:

WHEREAS

- A. The Authority has decided to develop a state-of-the-art IT Tower at Malakpet in Hyderabad on Joint Development basis on a land parcel admeasuring 10.35 acres (more or less), which for more clarity has been delineated in red colour boundary lines on the plan annexed hereto and marked in Schedule I (the “Project Site”), in accordance with the terms and conditions set forth in this Joint Development Agreement (the “Project”).
- B. The Authority acknowledges that as on this day, the Developer has paid the following amounts to the Authority:
- i. Upfront payment of Rs. _____/- (Indian Rupees _____ Only) plus GST (hereinafter collectively referred to as the “Upfront Payment”) in the form of DD bearing no. _____ dated _____ in favour of ‘Telangana State Industrial Infrastructure Corporation Limited’, the Authority herein;
 - ii. Performance Security of Rs. _____/- (Indian Rupees _____ Only) thereof, in the form of Bank Guarantee (hereinafter referred to as the “Performance Security”), in favour of ‘Telangana State Industrial Infrastructure Corporation Limited’, the Authority herein;
 - iii. Project Development Fee of Rs. _____/- (Indian Rupees _____ Only) plus GST (hereinafter referred to as the “Project Development Fee’) in the form of DD bearing no. _____ dated _____ in favour of ‘Telangana State Industrial Infrastructure Corporation Limited’, the Authority herein;
- C. In consideration of the amounts paid by the Developer and in terms of the Joint Development Agreement dated _____, 2023 (the “JDA”) recording the terms, conditions and covenants of the Joint Development Agreement, the Authority is executing this power of attorney.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Joint Development Agreement and as per the provisions of Clause 11.2 of the Joint Development Agreement, the Authority do hereby appoint, retain, nominate and constitute a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at _____, India and represented by its authorized _____ Mr. _____, signatory, _____, (hereinafter referred to as the “Attorney” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) the Developer, represented by

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



its Authorized Signatory Mr _____ as our lawful Power of Attorney to do all such acts, deeds and things as set out herein below including the power and authority to our attorney subject to clauses hereunder and do the following acts, deeds and things in their name and on their behalf.

- i. To enter upon the Project Site to possess the Project Site and take all actions for development of the Project Site;
- ii. To apply to the TSIIC/GHMC and any other authorities concerned for obtaining sanctions in connection with the architectural plans from time to time for the construction and execution of the Project and for the said purpose to sign all applications, maps, plans and representations as may be necessary and as the said Attorney shall think fit and proper;
- iii. To deposit any fee or any other amounts which may have to be paid to the TSIIC/GHMC / HMDA and any other authority for the Sanction of the architectural plans, granting all permissions and consents for execution of the Project;
- iv. To appoint Engineers, Architects and other Agents and sub-contractors as the said Attorney shall think fit and proper and to make payment of their fees and charges;
- v. To warn off and prohibit, and if necessary, proceed against in due form of law, against all or any trespassers on the Project Site or any parts thereof and to take appropriate steps;
- vi. To apply for and obtain such certificates and other Approvals and clearances, including, certificates and/or permissions from the Urban Land Ceiling Authorities, the Land Conversion Authorities and other authorities as may be required for Sanction of the architectural plans and execution of the Project on the Project Site;
- vii. To appear for and represent us before the State and Central Government authorities, local bodies, Town Planning Department, Municipal Councils and other statutory offices, bodies etc., apply for and obtain necessary and appropriate orders for conversion and/or change of land use of the Project Site from the existing to use to any other usage in respect of the Project Site, pay the prescribed fees, premiums, conversion fine and other sums that may be demanded by the authorities and for the said and other purposes sign and execute necessary Petitions, Applications, Forms, Affidavits, Declarations, Undertakings, Indemnities and other deeds and papers required therefore and for renewal if required and to do all such acts, deeds and things that may be required to achieve the aforesaid purposes;
- viii. To appear for and represent us before the Town Planning Department, Government and Semi-Government Offices, Statutory Offices, bodies and other authorities, Electricity Supply Company Ltd., Water Supply and Sewerage Board, Airport Area Planning Authority, Town Municipal Council, National Highways Authority, State Highways Authority, Southern Railways, Telephones, Police Department, Airport Authorities, Fire force Authorities, Industries Department, State Pollution Control Board, Environment Authorities, Infrastructure and Development Department, Urban Development Department, Housing Development Department, Departments of Energy, Forest and Ecology, Tourism Department and in all other Offices or state and Central Governments etc. and Apply for & obtain necessary consents, no objection certificates, permissions, Licenses, plan/s, Conversions, sanctions, permits and all



other orders required for development and for securing the sanctions of license and Plan Sanction for the Development and also for Power / water supply and other infrastructure and all other connected utilities purposes as our Attorney may deem it fit from time to time and for the said purposes, sign and execute petitions, applications, forms, affidavits, declarations, undertakings, Indemnities and other deeds containing such covenants; as may be required for securing the aforesaid and to take all steps, necessary therefor and also apply for renewals thereof and pay necessary charges levies, premiums and all other sums that may be demanded both for Sanction/s and/or for renewal/s;

- ix. To release and relinquish portions of the Project Site to the authorities sanctioning the License and Plan for development of Project Site as parks, open spaces and other civic amenity sites, road widening etc., on such terms and conditions as the authorities may impose for Sanction of license and plan and for the said purposes, sign and execute release deeds and/or relinquishment deeds to surrender such areas to the Government and/or local Bodies and/or Plan sanctioning authorities and get the same registered in the manner required under law before the jurisdictional Sub-Registrar;
- x. To fully develop the Project Site into buildings and for the said purposes, take steps as are required for commencement and completion of the construction, development and providing infrastructure therein;
- xi. To apply for and secure electricity, water and sanitary connections and all other amenities and facilities, whether temporary or permanent and other incidental requirements which may be required in the Project Site and/or to the Development to be constructed from the concerned authorities from time to time and for the said and other purposes, to sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities;
- xii. To deal and correspond with the Electricity Supply Company Ltd., and/or other service providers for obtaining electricity connection or connections including making or putting up sub-station/ s for and/or in respect of or relating to the Project which will be constructed hereafter on the Project Site and for the said and other purposes, sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities;
- xiii. To deal and correspond with the water Supply and Sewerage Board and/or other service providers for obtaining water and sanitary service in respect of or relating to the Project which will be constructed hereafter on the Project Site and for the said and other undertakings, purposes, sign and execute all letters, applications, undertaking, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities;
- xiv. To apply for and obtain commencement Certificates or Completion Certificates, Occupation Certificates or completion Certificates and all other certificates to the Project to be constructed and completed on the Project Site from time to time from the concerned authorities;



- xv. To appear for and represent us before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with securing of all the permissions, sanctions, connections as stated in the foregoing paragraphs and to make such arrangement and arrive at such arrangements as may be necessary for the Project Site and to sign and execute necessary papers, documents, affidavits, undertakings, indemnities, petitions, etc.;
- xvi. To appear on our behalf and in our name and to represent our interest before the Survey Authorities, Land Revenue and Assessor of Municipal Rates and taxes, town Planning, Authorities, and Municipal Offices, and other Government and Semi-Government Offices, for assessment of property and other taxes, securing any licenses, securing plans for same or for any other purposes relating to the Project Site and its development etc. as may be necessary under any Local Acts, Rules or Regulations and also to appear before any public or Government Office or other Authorities whomsoever in any matter relation to the Project Site;
- xvii. To appear for and represent us before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the Project Site and to make such arrangement and arrive at such arrangements as may be conducive to the development of the Project Site;
- xviii. to enter into agreements for lease/ sale/ transfer with respect to Developer's share of Built-up area including undivided share in the Project Site with prospective clients;
- xix. to receive the advances, earnest money deposits, part payments and balance payments towards the sale/ lease consideration in regard to the sale/ lease/transfer of Developer's share of Built-up area including proportionate undivided share in the Project Site and to take steps as per Clause 11.6 of the Agreement and to take actions and exercise rights as per this Joint Development Agreement.

xix(a) to transfer and convey by way of sale/transfer or otherwise dispose off the Developer's share of Built-up area including proportionate undivided share in the Project Site either to the Developer or any person nominated by the Developer, and to execute necessary Deeds of Sale/Conveyance either in its favour or in favour of the intending purchasers/ transferees and do everything necessary for completing the sale/ conveyance/ transfer including execution of such Deed/s, and for the presentation of the Deed of Sale/ transfer/ conveyance/ gift /exchange or any other documents as required for this clause and admitting execution thereof as well as to sign and execute all forms, affidavits, applications/statements/ declarations/ forms/returns for such registration. However, the power granted under this clause (xix) shall be exercised only after Project Completion. This clause shall come into effect only after Developer obtains the Occupancy Certificate from the Competent Authority and after handing over of possession of the Authority's share in the completed condition as per Specifications, terms and conditions mentioned in the JDA."
- xx. To grant and terminate leases, tenancies, licenses, with respect to the Developer's share of built-up area as per the Area Identification Agreement along with proportionate undivided share in the Project Site or any portions/ shares thereof and constructed area pertaining to the Development and constructed area on such terms as our attorney may deem fit;



- xxi. To execute deeds for lease, tenancies, licenses, with respect to the Developer's share of built-up area as per the Area Identification Agreement for the Project Site; For the registration of such lease deed, tenancy and licence do everything necessary for completing thereof including presentation and admitting execution thereof as well as to sign and execute all forms, affidavits/applications/ statements/ declarations/forms/returns;
- xxii. To renew a lease already granted and to terminate such lease or renewal and take back the possession of the premises in the Developer's share of built-up area as per the Area Identification Agreement in the Project on the Project Site subject to fulfilment of Clauses of the Joint Development Agreement;
- xxiii. To hand over possession of the Developer's share of built-up area as per the Area Identification Agreement in the Project Site or any portions/ shares thereof pertaining to the Development with the constructed area to any of the transferees, lessees, licensees or person authorized to occupy the Project Site or any part thereof, subject to fulfilment of Clauses of the Joint Development Agreement;
- xxiv. To issue legal notice for termination of any lease, license or tenancies granted and to take all action necessary for eviction of the occupant from the Developer's share of built-up area as per the Area Identification Agreement in the Project Site or any part thereof, subject to fulfilment of terms of the Joint Development Agreement and handing over peaceful possession of the Authority's share of built-up area as per the Area Identification Agreement to the Authority, to the fullest satisfaction of the Authority in accordance with terms of the Joint Development Agreement;
- xxv. To institute, prosecute and defend all legal, Revenue, Tax and other proceedings relating to the Developer's share of built-up area as per the Area Identification Agreement in the Project Site or any portions/ shares thereof pertaining to the Development in the Project Site; and to settle, withdraw, compromise, compound any suit or proceedings with regard thereto. Any such proceedings will be brought to the notice of the authority immediately by way of written communication;
- xxvi. To sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/ s with regard to Developer's share of built-up area as per the Area Identification Agreement in the Project Site or any portions/ shares thereof pertaining to the Development in the Project Site. Any such pleadings/applications/petition or any other proceedings will be brought to the notice of the authority immediately by way of written communication to enable the authority to take appropriate steps;
 - xxvi (a) To produce documents and obtain return thereof, to give evidence and to instruct Counsel in regard to any proceeding relating to Developer's share of built-up area as per the Area Identification Agreement in the Project Site or any portions/ shares thereof pertaining to the Development and development in the Project Site, subject to fulfilment of terms of the Joint Development Agreement and handing over peaceful possession of the Authority's share of built-up area as per the Area Identification Agreement to the Authority, to the fullest satisfaction of the Authority in accordance with terms of the Joint Development Agreement



- xxvii. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any suit or arbitration proceeding and demands touching any of the matters aforesaid or any other matters relating to the Project or any part thereof, and also, to refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid before any Court, Civil, Criminal or Revenue, Small causes Court including High Court and Supreme Court, except to the title of the Project Site. Any such action shall be initiated only under due written intimation to the Authority;
- xxviii. To accept notices and service of papers from any Court, Tribunal, Postal and / or other authorities and / or persons touching any of the matters aforesaid or any other matters relating to the Project or any part thereof. However, receipt of any such notice shall be informed to the authority immediately to enable the authority to initiate any steps felt essential;
- xxix. For the purposes aforesaid, to appoint Advocates and sign and execute Vakalatnamas, authorizing such Advocates to act and to terminate such authority and to pay fees of such Advocates. Any such action shall be initiated only under due written intimation to the Authority;
- xxx. To pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant receipts and discharges in respect thereof for the Project Site; Any such action shall be initiated only under due written intimation to the Authority;
- xxxi. To appear for and represent us before the concerned authorities and Government Departments and / or officers and also all other State, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all courts and Tribunals, for all matters connected with the Project and connections of utilities and sanctioning/ modifications of matters relating to the Project, sign and verify plaint, written statement, give affidavit, declaration, depose before Court of Law Tribunal, authorities etc. on oath and to sign any document required to defend or to prosecute or to institute suit on behalf of the Owner; Any such action shall be initiated only under due written intimation to the Authority;
- xxxii. To depose in any court of law or before any authority on behalf of and in the name of the Authority, in any matter stated above. Any such action shall be initiated only under due written intimation to the Authority;
- xxxiii. To receive any registered letters or any other documents in respect of the Project and to grant proper and effectual receipts in respect thereof;
- xxxiv. To raise loans /credit facilities from Scheduled Banks and financial institutions, on the security of Developer's Share of built-up area, as per the Area Identification Agreement in the Project Site belonging to the Developer only and the loan will be taken only towards development and construction of the Project and the amount will be utilized for this Project only. The loan amount will not be utilized by the Developer for any other purpose. Only such area earmarked as the Developer's share of built-up area as per the Area Identification Agreement with proportionate divided/undivided interest in the Project Site can alone be mortgaged for offering as security for the purpose of bank loan. The Developer shall repay such loan in full within the scheduled time and handover the documents to the Authority;



- xxxv. To apply for and obtain such certificates and other permissions from the Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act 2016 in respect of the Project on the Project Site, if required;
- xxxvi. To present and admit for execution of any document executed either by the authority or the developer as per the Joint Development Agreement cum Power of Attorney before jurisdictional Sub-Registrar and complete all the formalities of the registration of such executed document including signing any forms etc for such registration.
- xxxvii. Generally to do all other acts, deeds and things necessary in regard to the management, maintenance and disposal of Developer's share of built-up area as per the Area Identification Agreement in the Project Site, subject to fulfilment of the Clauses of the Joint Development Agreement and handing over peaceful possession of the Authority's share of built-up area as per the Area Identification Agreement to the Authority, to the full satisfaction of the Authority in accordance with terms of the Joint Development Agreement;

Capitalised terms used herein shall have the meaning ascribed thereto in the JDA, unless otherwise defined herein.

WE HEREBY AGREE AND UNDERTAKE TO RATIFY AND CONFIRM all and whatsoever our said Attorney may lawfully do and in accordance with the above conditions, pursuant to this Power of Attorney.



SCHEDULE - V

(See Clause 26.1)

SELECTION OF INDEPENDENT ENGINEER

1. Selection of Independent Engineer

1.1. A reputed Engineering Consultancy firm with minimum of 5 years' experience in providing Independent Engineer / Authority Engineer services shall be eligible for appointment as the Independent Engineer hereunder.

1.2. In the event of termination of an Independent Engineer appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of Technical Consultants forthwith or may engage a government-owned entity in accordance with the provisions of Paragraph 5 of this Schedule-V.

1.3. The Developer may, in its discretion, nominate a representative to participate in the process of selection to be undertaken by the Authority under this Schedule-V.

2. Terms of Reference

The Terms of Reference for the Independent Engineer shall substantially conform to Schedule-VI.

3. Fee and expenses

3.1. Payments shall be borne equally by the Authority and the Developer in accordance with the provisions of this Agreement.

3.2. The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period shall be borne equally by the Authority and the Developer.

4. Selection every three years

No later than 3 (three) years from the date of appointment of Independent Engineer pursuant to the provisions of Paragraph 1 of this Schedule-V, and every 3 (three) years thereafter, the Authority at its discretion extend the term of the IE or shall engage another firm in accordance with the criteria set forth in this Schedule-V.

5. Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a



government- owned entity which is owned or controlled by the Authority shall not be eligible for appointment as Independent Engineer.



SCHEDULE - VI

(See Clause 27 .2.1)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1. These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the Joint Development Agreement dated (the “Agreement”), which has been entered into between the Authority and the “Developer”) for developing a state-of-the-art IT Tower at Malakpet, Hyderabad on Joint Development Basis in the state of Telangana on design, build, finance and transfer (the “DBFT”) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
2. Definitions and interpretation
 - 2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
 - 2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
 - 2.3. The rules of interpretation stated in Clauses 1.2 of this Agreement shall apply, mutatis mutandis, to this TOR.
- 3.1. The role and functions of the Independent Engineer shall include the following:
 - i. review of the Drawings and Documents as set forth in Paragraph 4;
 - ii. Review, inspection and monitoring of construction works as set forth in Paragraph 5; conducting Tests on completion of construction and issuing Completion Certificate as set forth in Paragraph 5.
 - iii. review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - iv. determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
 - v. determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
 - vi. Assisting the Parties in resolution of Disputes as set forth in Paragraph 8; and
 - vii. Undertaking all other duties and functions in accordance with the Agreement.
- 3.2. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.



4. Development Period

- 4.1. During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Developer along with supporting data for IT/ITES block, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/ observations to the Authority and the Developer within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2. The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Developer and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 4.3. The Independent Engineer shall review the Drawings sent to it by the Safety Consultant, if any, in accordance with the provisions of the Agreement and furnish its comments thereon to the Authority and the Developer within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.
- 4.4. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule for IT/ITES block sent to it by the Developer and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.5. Upon reference by the Authority, the Independent Engineer shall review and; comment on the EPC Contract or any other contract for construction of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.
- 4.6. The Independent Engineer shall assist the Developer and the Authority in execution of a separate area identification agreement to identify the constructed area in the entire Project falling to the share of the Authority and the Developer, including the Built-up area to be allotted to Authority, within 45 (forty-five) days of securing the sanction of License and Plan (“Area Identification Agreement”).

5. Construction Period

- 5.1. In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period for IT/ITES block, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 5.2. The Independent Engineer shall review the monthly progress report furnished by the Developer and send its comments thereon to the Authority and the Developer within 7 (seven) days of receipt of such report.
- 5.3. The Independent Engineer shall inspect the construction works and the Project once every month, preferably after receipt of the monthly progress report from the Developer, but



before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the “Inspection Report”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Developer within 7 (seven) days of the inspection.

- 5.4. The Independent Engineer may inspect the Project more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5. For determining that the construction works conform to Specifications and Standards, the Independent Engineer shall require the Developer to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests shall have to be conforming to NBC 2016 or its modifications, if any, or any other tests as stipulated in Codes & Standards as applicable to the activity and Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Developer for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 5.6. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 5% (five per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 5.7. The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Developer for its own quality assurance in accordance with Good Industry Practice.
- 5.8. In the event that the Developer carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Developer to carry out, or cause to be carried out, tests to determine that such remedial works have brought the construction works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.9. In the event that the Developer fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Developer to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Completion Period shall be achieved. Upon receipt of a report from the Developer, the Independent Engineer shall review the same and send its comments to the Authority and the Developer forthwith.



- 5.10. If at any time during the Construction Period, the Independent Engineer determines that the Developer has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the construction works that should be suspended for ensuring safety in respect thereof.
- 5.11. In the event that the Developer carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.12. If suspension of construction works is for reasons not attributable to the Developer, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Developer is reasonably entitled, and shall notify the Authority and the Developer of the same.
- 5.13. The Independent Engineer shall carry out, or cause to be carried out, the Tests as required before issuance of the Completion Certificate. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 27 and Schedule-V.
- 5.14. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as may be required and certify the reasonableness of such costs.
- 5.15. The Independent Engineer shall have to assist in handing over of Authority's share of built-up area on completion of IT/ITES block as per the provisions of this Agreement including issuance of Occupancy Certificate.
- 5.16. The Independent Engineer shall aid and advise the Developer in preparing the Maintenance Manual.
6. Termination
 - 6.1. At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Developer, inspect the Project for determining compliance by the Developer with the Divestment Requirements and, if required, cause tests to be carried out at the Developer's cost for determining such compliance.
 - 6.2. The Independent Engineer shall inspect the Project once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Developer under Article 33, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Developer.



7. Determination of costs and time
 - 7.1. The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
 - 7.2. The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.
8. Assistance in Dispute resolution
 - 8.1. When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
 - 8.2. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
9. Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.
10. Miscellaneous
 - 10.1. The Independent Engineer shall notify its programmer of inspection to the Authority and to the Developer, who may, in their discretion, depute their respective representatives to be present during the inspection.
 - 10.2. A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Developer pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
 - 10.3. The Independent Engineer shall obtain, and the Developer shall furnish in 2 (two) Copies thereof, all communications and reports required to be submitted, under this Agreement, by the Developer to the Independent Engineer, whereupon the Independent Engineer shall send 1 (one) of the copies to the Authority along with its comments thereon.
 - 10.4. The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
 - 10.5. Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the Authority.



- 10.6. Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.



SCHEDULE –VII
(See Clause 20.0)
SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the day of 20....

AMONGST

1. Telangana State Industrial Infrastructure Corporation Limited, formed in 1973 by the GO No: 831 dated 10-SEP-1973 issued by Government of Telangana., having its principal office at 6th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad - 500 004 and represented by its Vice Chairman & Managing Director (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).
2. LIMITED, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “Developer” which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);
3.name and particulars of Lenders’ Representative and having its registered office atacting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “Lenders’ Representative” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

WHEREAS:

- A. The Authority has entered into a Joint Development Agreement dated with the Developer (the “Joint Development Agreement”) for to develop a state-of-the-art IT Tower at at Malakpet, Hyderabad, Telangana, India on Joint Development Basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- B. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- C. Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the joint development rights to a Nominated Company in accordance with the provisions of this Agreement and the Joint Development Agreement.
- D. In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Project Development to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Joint Development Agreement.



NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Developer for a minimum period of 3 (three) months;

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956/2013, selected by the Lenders’ Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Project Development as provided in this Agreement;

“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1; and

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2. Interpretation

1.2.1. References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Joint Development Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Joint Development Agreement.

1.2.4. The rules of interpretation stated in Clauses 1.2 and 1.3 of the Joint Development Agreement shall apply, mutatis mutandis, to this Agreement.

1. ASSIGNMENT



2.1. Assignment of rights and title

The Developer hereby agrees to assign the rights, title and interest in the Project Development to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Joint Development Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE DEVELOPER

3.1. Rights of substitution

3.1.1. Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Developer by a Nominated Company under and in accordance with the provisions of this Agreement and the Joint Development Agreement.

3.1.2. The Authority hereby agrees to substitute the Developer by endorsement on the Joint Development Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Developer either individually or collectively).

3.2. Substitution upon occurrence of Financial Default

3.2.1. Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Developer (the "Notice of Financial Default") along with particulars thereof and send a copy to the Authority for its information and record.

A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Developer for the purposes of this Agreement.

3.2.2. Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Developer by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3. At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Developer and undertake the operation and maintenance of the Project in accordance with the provisions of Article 8 of the Joint Development Agreement. On receipt of notice under Article 23.1, the Authority shall undertake Suspension under and in accordance with the provisions of the Joint Development Agreement. The aforesaid Suspension shall be revoked upon substitution of the Developer by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Joint Development Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Joint Development Agreement. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Joint Development Agreement forthwith, upon receipt of a written request from the Lenders' Representative at the end of 180 (one hundred and eighty) days from the date of Suspension hereunder.



3.3. Substitution upon occurrence of Developer Default

3.3.1. Upon occurrence of a Developer Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Developer by a Nominated Company.

3.3.2. In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Developer by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Developer by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days.

3.4. Procedure for substitution

3.4.1. The Authority and the Developer hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Project Development to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Developer towards the Authority under the Joint Development Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2. To be eligible for substitution in place of the Developer, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Project Development; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3. Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

- a. accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Joint Development Agreement;
- b. endorse and transfer the Project Development to the Nominated Company, on the same terms and conditions, for the residual Project Development Period; and
- c. enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4. If the Authority has any objection to the transfer of Project Development in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing



the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Project Development within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Developer.

3.5. Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Developer. The Developer irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Project Development in favour of the Nominated Company. The Developer agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Developer's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Developer shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Project Development as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1. Substitution of Nominated Company in Project Agreements

The Developer shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Developer in the event of such Nominated Company's assumption of the liabilities and obligations of the Developer under the Joint Development Agreement.

5. TERMINATION OF JOINT DEVELOPMENT AGREEMENT

5.1. Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Joint Development Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 21 of the Joint Development Agreement.

5.2. Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days, the Authority may terminate the Joint Development Agreement forthwith in accordance with the provisions thereof.

5.3. Realisation of Debt Due

The Authority and the Developer hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Developer, without any further reference to or consent of the Developer, the Debt Due upon



Termination of the Joint Development Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Joint Development Agreement and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1. Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- a. Termination of the Agreement; or
- b. no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7. INDEMNITY

7.1. General indemnity

7.1.1. The Developer will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Developer of any of its obligations under this Agreement or on account of failure of the Developer to comply with Applicable Laws and Approvals.

7.1.2. The Authority will indemnify, defend and hold the Developer harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Developer's obligations under the Joint Development Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3. The Lenders' Representative will indemnify, defend and hold the Developer harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Developer's obligations under the Joint Development Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2. Notice and contest of claims

In the event that any Party hereto 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 responsible for indemnifying such claim hereunder (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 claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Developer and the Lenders' Representative. Such arbitration shall be held in accordance with rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.
- 8.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Hyderabad and the language of arbitration shall be English.

9. MISCELLANEOUS PROVISIONS

9.1. 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 Hyderabad shall have jurisdiction overall matters arising out of or relating to this Agreement.

9.2. Waiver of sovereign immunity

The Authority 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;
- b. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- c. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d. consents generally in respect of the enforcement of any 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 (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).



9.3. Priority of agreements

In the event of any conflict between the Joint Development Agreement and this Agreement, the provisions contained in the Joint Development Agreement shall prevail over this Agreement.

9.4. Alteration of terms

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

9.5. Waiver

9.5.1. Waiver by any Party of a default by another 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 another 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. No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7. Survival

9.7.1 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.

9.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 1 (one) year following the date of such termination or expiry of this Agreement.

9.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is 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.

9.9. Successors and assigns

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

9.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and email address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11. Language

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

9.12. 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.

9.13. Original Document

This Agreement may be executed in three 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.

THE COMMON SEAL OF DEVELOPER
has been affixed pursuant to the resolution

SIGNED, SEALED AND DELIVERED



passed by the Board of Directors of the Developer at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary / Authorised Officer who has countersigned the same in token thereof:

For and on behalf of
Telangana State Industrial Infrastructure Corporation Limited by:

(Signature)
(Name)
(Designation)

(Signature)
(Name)
(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)
(e-mail address)

In the presence of:

1.

2.



SCHEDULE VIII
PROJECT COMPLETION SCHEDULE

To be provided by the Developer and the same shall have to be approved by the Authority



SCHEDULE –IX

PROJECT FACILITIES



PROJECT INFORMATION MEMORANDUM

Development of IT Tower at Malakpet, Hyderabad,
Telangana, India on Joint Development Basis



TSIIC

6th Floor, Parishrama Bhavanam, Fateh Maidan Road, Basheerbagh,
Hyderabad – 500 004.



DISCLAIMER

The information contained in this Project Information Memorandum (the “PIM”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Telangana State Industrial Infrastructure Corporation Limited or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in the Request for Proposal document and such other terms and conditions subject to which such information is provided.

The purpose of this Project Information Memorandum document is to provide interested parties with information that may be useful to them in preparing their bids (‘Bids’) including all the necessary submissions and the financial offers pursuant to the Request for Proposal document. This PIM document includes statements, which reflect various assumptions and assessments arrived at by the Telangana State Industrial Infrastructure Corporation Limited in relation to the Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development Basis (‘Project’). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This PIM document may not be appropriate for all persons, and it is not possible for the Telangana State Industrial Infrastructure Corporation Limited, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Project Information Memorandum document. The assumptions, assessments, statements and information contained in this PIM document 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 Project Information Memorandum document and obtain independent advice from appropriate sources.

Information provided in this PIM document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Telangana State Industrial Infrastructure Corporation Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Telangana State Industrial Infrastructure Corporation Limited, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Project Information Memorandum document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Project Information Memorandum document and any assessment, assumption, statement or information contained therein or deemed to form part of this PIM document or arising in any way during the Bidding Process.

The Telangana State Industrial Infrastructure Corporation Limited does not accept any liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Project Information Memorandum document.

The Telangana State Industrial Infrastructure Corporation Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this PIM document. While efforts will be made to issue public

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



notice of such amendment/supplement, bidders are advised to follow the Telangana State Industrial Infrastructure Corporation Limited's website (<http://tsiic.telangana.gov.in>) on a regular basis.

The issue of this PIM document does not imply that the Telangana State Industrial Infrastructure Corporation Limited is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Telangana State Industrial Infrastructure Corporation Limited reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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



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LIST OF ABBREVIATIONS

ACP	Aluminum Composite Panel
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
AVGC	Animation, VFX, Gaming & Comic
BMS	Building Monitoring System
CCTV	Close Circuit Television
COD	Commercial Operation Date
COP	Coefficient of Performance
F&B	Food and Beverages
GO	Government Order
GoT	Government of Telangana
IT	Information Technology
ITES	Information Technology Enabled Services
KV	Kilo Volt
LPG	Liquefied Petroleum Gas
NASSCOM	National Association of Software and Service Companies
NBC	National Building Code of India
PPP	Public Private Partnership
RCC	Reinforced Cement Concrete
RFP	Request for Proposal
SPC	Special Purpose Company
STP	Sewerage Treatment Plant
TSIIC	Telangana State Industrial Infrastructure Corporation
UPS	Un-interrupted Power Supply

CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards



PROJECT SUMMARY

S No.	Description	Details
1	Nodal Agency	Telangana State Industrial Infrastructure Corporation Limited (TSIIC).
2	Project Details	Development of IT Tower on a Site admeasuring 10.32 acres of land at Malakpet, Hyderabad, Telangana, India on Joint Development basis.
3	Land Area Details	Total land area earmarked for the Project is 10.32 acres. It pertains to two plots, one measuring 6 acres and the other measuring 4.32 acres. Please refer to location map for further details.
4	Brief Details of the Project	<p>The 21st century is earmarked as Information Technology driven and India is at the Centre of global attraction and considered as a knowledge powerhouse. The IT industry covers IT services, IT-enabled services (ITES), e-commerce (online business), Software and Hardware products. IT based services are indispensable for any organization to increase productivity, ease of doing business, and grow efficiently and economically in this competitive world. Information Technology not only contributed to the economic growth of the country but it has also made governance more competent and approachable. It has made access to government services and information easier and inexpensive.</p> <p>Hyderabad Information Technology sector was mainly driven by IT/ ITeS companies since 1990. The city has seen an upward surge in the number of tertiary sector services and multinationals, making the city a tough one to beat, in terms of IT advancement. Many domestic firms and multinational companies have established their headquarters in this city and have contributed to the steady growth of the tertiary sector then in Andhra Pradesh and now in Telangana.</p> <p>The IT exports from Hyderabad stood second in the country at ₹93,442 crore in FY 2017-18. Telangana has recorded a phenomenal growth of 26.14 per cent in the IT/ITeS sector in 2021-22, with a total of Rs 1,83,569 crore in IT/ITeS exports.</p> <p>Hyderabad, the capital of Telangana, is recognized as one of the leading Information Technology hubs globally. It houses more than 1500 IT/ITES large and small companies. The vision of the State Government is to increase the ICT exports to USD 25 billion by 2025. In order to realize the aforesaid vision, Government of Telangana has launched sector specific policies to augment the growth in IT/ITES sector and attract investments and employment generation.</p> <p>Due to investor friendly and proactive policy measures of the State Government, the IT industry in Hyderabad is growing</p>

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



		<p>exponentially due to the resurgence of interest among the global investors.</p> <p>Currently, the IT industry is largely concentrated in the western corridor of Hyderabad city. It is estimated that about 30% of the IT talent pool resides in Eastern part of the city and commutes to Western IT Corridor on a daily basis. Similarly, a large part of the IT workforce resides in the northern parts of the city. This has led to overall city congestion and increase in commuting time for the IT employees.</p> <p>Therefore, the Government intends to disperse the IT around the city which will not only decongest the Western Corridor but also reduce the infrastructural burden and makes it convenient for IT workforce to commute to work and reduce the transportation burden. In this backdrop, the Government had brought Hyderabad GRID (Growth in Dispersion) Guidelines. Accordingly, TSIIC being the Nodal Agency for Government of Telangana, proposes to build world class IT Tower at Malakpet, Hyderabad (Eastern Part of the city) on a Joint Development basis and on Public Private Partnership mode.</p>								
5	Location	The Project Site is located at Malakpet (situated on the eastern part of the city), Hyderabad, Telangana, India.								
6	Implementation Format	On Joint Development Basis as per the terms and conditions of the Joint Development Agreement to be signed between the Preferred Bidder and the Authority.								
7	Project Components	<p>The RFP is for development of the Project of minimum 15,00,000 sq. ft. of built-up area and corresponding car parking units (as per the development control & regulations). The broad project components and area statement are listed as below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Components</th> <th style="text-align: center;">Built-up Area (sq. ft)</th> <th style="text-align: center;">Total Parking Area (sq. ft)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IT/ITES</td> <td>Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">As per the prevalent Development Control & Regulations.</td> </tr> <tr> <td style="text-align: center;">Non-IT /ITES Space</td> <td>Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.</td> </tr> </tbody> </table> <p>Note: In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and</p>	Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)	IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations.	Non-IT /ITES Space	Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.
Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)								
IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations.								
Non-IT /ITES Space	Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.									

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis

		above 20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft entirely as Non-IT/ITES space and/or of IT/ITES space based on the commercial workings of the Developer.
8	Estimated Project Cost	<p>The Estimated Project Cost is Rs. 701 Crores (Indian Rupees Seven Hundred One Crore only) which includes Interest during Construction (IDC) but excluding land cost.</p> <p>The Project Cost has to be funded by the Project Developer and in lieu of the same, it shall be entitled to own its share of built-up area on freehold basis and collect revenues including sale proceeds from the Project in accordance with the terms of the Joint Development Agreement.</p>
9	Project Completion Period	36 months from the issuance of Appointed Date (Project Construction Commencement Period) on fulfilment of Conditions Precedent including Financial Closure.
10	Mandatory Activities	<p>I. The mandatory activities under IT/ITES for which the built-up space can be created, include the following:</p> <ul style="list-style-type: none"> ☞ Plug & Play offices, ☞ Business Centre(s), ☞ Offices. <p>II. The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:</p> <ul style="list-style-type: none"> ☞ Residential, ☞ Commercial space including any retail space or any other non-IT space/non-processing zone, ☞ Hospitality; <p>based on Grid Policy dated 10-12-2020; G.O.Ms. No. 16 of GoT along with minimum Car Parking as per the development control regulations mentioned in GO 168 and as amended from time to time.</p> <p>In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above 20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft as Non-IT/ITES space and/or as IT/ITES space based on the commercial workings of the Developer.</p> <p>The Authority (TSIIC) shall appoint a consulting engineering firm substantially to be the independent consultant the “Independent Engineer”. The Independent Engineer shall assist the Authority in</p>



		matters related to supervising construction of the Project and shall support the Authority to monitor compliance with Specifications and Standards as set forth in the Agreement. The appointment shall be made no later than 30 (thirty) days from the date of the Agreement.
11	Prohibited Activities	<p>The following are the prohibited activities for which the Developer shall not develop/create any built-up area for the purposes directly or indirectly at the Project Site:</p> <ul style="list-style-type: none">☐ Warehousing,☐ Car Showrooms,☐ Industrial Activities,☐ Automobile- repair/ services/ vehicular servicing shops,☐ LPG Godowns,☐ Petrol Bunk(s); <p>Such other trade(s) or activities involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.</p>

CHAPTER 1: INTRODUCTION

1.1. Background

1.1.1. IT Industry in India

The IT industry covers IT services, IT-enabled services (ITES), e-commerce (online business), Software and Hardware products. IT based services are indispensable for any organization to increase productivity, ease of doing business, and grow efficiently and economically in this competitive world. Information Technology not only contributed to the economic growth of the Country but it has also made governance more competent and approachable. It has made access to government services and information easier and inexpensive. The IT industry is the backbone for the economy to prosper exponentially and to generate millions of jobs.

The exponential growth of the IT industry in India in the last two decades has changed the perception of the whole world about India. The swift advancement within the IT industry and liberalisation policies such, along with various other government initiatives like setting up of Software Technology Parks (STP), Export Oriented Units (EOU), Special Economic Zones (SEZ) and foreign direct investment (FDI) have helped this industry in attaining a leading position in the world IT industry.

The IT sector has increased its contribution to India's GDP from 1.2% in 1998 to almost 10% in 2019. According to NASSCOM, the sector aggregated revenues of 180 billion dollars in 2019 with export revenue standing at 99 billion dollars and domestic revenue 48 US billion dollars, growing by over 13%. As of 2020, India's IT workforce accounts for 4.36 million employees. India's digitally skilled pool has grown over the period and accounted for around 75 percent of global digital talent

India has become the world's largest sourcing destination for the IT industry. Online retailing, cloud computing and e-commerce are all contributing to the speedy growth of the IT industry. The rate of growth in the IT sector for 2019-20 is approximately ten percent. India's IT industry is gaining footsteps in new disruptive technologies and is expected to play a leading role in the ongoing fourth industrial revolution globally. New IT-based technologies such as telemedicine, remote monitoring, etc. are expanding and boosting the demand in the digital economy. The rollout of fifth-generation (5G) communication technology, growing adoption of artificial intelligence, Big Data analytics, cloud computing and the Internet of Things (IoT) will further expand the size of the IT industry in India.

Indian IT companies have set up thousands of offices within India and around 80 countries across the world. The majority of global corporations are sourcing IT-ITES from the Indian IT industry, accounting for approximately 55 percent of the global service sourcing market (US\$ 200-250 billion) in 2019-20. The market size (especially export) of the IT industry has grown manifold from approx. 67 billion USD in 2008-09 to 191 billion US dollars in 2019-20. The revenue is further expected to grow in the coming years with an accelerating growth rate and expected to reach 350 billion USD by 2025.

India's share in global electronics manufacturing has grown from 1.3% in 2012 to 3.6% in 2019. India, one of the largest electronics markets in the world is anticipated to reach US\$400 bn by 2025. Indian Electronics Manufacturing Service (EMS) Industry is expected to grow 6.5x from \$23.5 bn to reach \$152 bn by 2025.

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis

As per the Report, the said domestic tech services could accelerate growth by 2-4% over the next five years as industries worldwide continue to see rapid adoption of digitalization to make a faster recovery from the covid-induced disruptions.

1.1.2. IT INDUSTRY IN HYDERABAD / TELANGANA

IT is the principal contributor for economic development of Hyderabad. It is not only the highest revenue earner followed by Pharma Industry, especially the IT exports, but also the main jobs creator. Origins of IT/ITES sector in Hyderabad started in the year 1990

Hyderabad Information Technology sector was mainly driven by IT/ ITeS companies. The city has seen an upward surge in the number of tertiary sector services and multinationals. Many domestic firms and multinational companies like Microsoft, Capgemini, Amazon, Accenture, TCS, Infosys, Deloitte, HCL, Mindtree Oracle, to name a few, have established their headquarters in this city and have contributed to the steady growth of the tertiary sector. The IT exports from Hyderabad stood second in the country at ₹93,442 crore in FY 2017-18 improving from previous year ₹85,470 crore (\$13 billion, 14% CAGR) in FY 2016-17. The sector has played a vital role in putting India on the global map as almost 11 per cent of the nationwide IT exports are contributed by Hyderabad alone. The city was conferred the title the “software training capital of India”.

Telangana has recorded a phenomenal growth of 26.14 per cent in the IT/ITeS sector in 2021-22, with a total of Rs 1,83,569 crore in IT/ITeS exports, as per IT Progress Report 2021-22. In 2020-21, the state had recorded IT/ITeS exports of Rs 1,45,522 crore. During the period, the sector also added 1,49,506 new jobs, recording an increase in employment by 23.78 per cent to reach 7,78,121 jobs so far. As per NASSCOM estimates, a total of 4,50,000 net new jobs were added to the IT sector in the country while Telangana contributed to a third of the net new national employment (1.5 lakh of the 4.5 lakh net new jobs) in the IT sector.

Telangana had IT exports of Rs 57,258 crore in 2014 when the new state was formed, and the employment in the sector stood at 3,23,397, due to Government’s progressive measures, the State has been able to achieve a CAGR (Compound Annual Growth Rate) of 15.67 per cent (i.e., from 57,258 to 1,83,569). In the last 8 years, and were able to add 4,54,725 new IT/ITeS jobs in the State. “As per the ITIR (Information Technology Investment Region) estimates, the IT exports for the state (unified state of AP) were supposed to reach Rs 2,09,221 crore by 2035. But going with the present progress rate, Telangana IT exports are likely to cross the 2035 projections by 2025 itself. That is, it will reach the 25-year target in 15 years. Also, the ITIR projections assumed a national GDP growth between 6% (pessimistic) and 7.5% (optimistic) over the 25-year timeframe.

Job Creation

As many as 1,49,506 jobs were added during 2021-22, which also is the highest in a single year since the State formation. Year-on-year, the increase last fiscal in the number of jobs was 23.78%. Citing the same, IT industry body NASSCOM estimates that the net new job creation in the year 2021-22, at 4.5 lakh in the country, and thus Telangana contributed to a third of the net new national employment in the IT sector.

The headcount in the IT/ ITeS sector in the State now stands at 7,78,121, a manifold increase over the 3.23 lakh jobs eight years ago. Going by the growth in exports and employment generation, Telangana is on course to achieve the ₹3 lakh crore exports and 10 lakh jobs targets set in the 2nd ICT Policy (2021-26), the annual report said.

1.1.3. **Development of Hitech City**

One of the direct and indirect outcomes of IT industry's growth in Hyderabad is the development of Hitech City, a business district located in Hyderabad which houses many of the prominent Multinational IT Giants from Microsoft to Google.

The Hyderabad Information Technology and Engineering Consultancy City, abbreviated as HITEC City, is an Indian information technology and engineering business district located in Hyderabad, Telangana, India. It is spread across 81 ha (200 acres) of land under suburbs of Madhapur, Gachibowli, Kondapur, Manikonda, Nanakramguda and Shamshabad. The combined technology township is also known as Cyberabad with a radius of 52.48 km (32.61 mi) surrounding approximate area of 6,100 ha (15,000 acres). HITEC City is within 2 kilometres (1.2 mi) of the residential and commercial suburb of Jubilee Hills.

1.1.5. **HYDERABAD REAL ESTATE**

Hyderabad real estate has always been an excellent investment option in India. Since the effect of the pandemic (Covid-19) has fallen off, the requirement for residential properties has increased rapidly. The economy and infrastructure are good due to the solid fundamentals and consumer demographics of the city, which is expected to revive its real estate market in 2022-23. According to the reports, the prices are expected to increase in the coming days because Hyderabad real estate offers affordability without compromising on quality and amenities. The Coronavirus has changed homebuyers' approach for buying property in Hyderabad. Gated communities and integrated townships have been steadily gaining interest from home buyers.

The average price of the property for sale in Hyderabad has increased by 42% between 2018 and 2020, whereas the average sales of properties in other metropolitan cities such as Bangalore, Mumbai, Delhi, Chennai, Kolkata, and Pune have dramatically dropped in 2018-19. The National Capital Region witnessed the most drastic drop in sales, at 48% in India, and Bengaluru saw the most modest drop of just 17%. Amid this slowing economy throughout the nation, Hyderabad is an exception.

1.1.6. **Factors which actively support In the Growth Story of Hyderabad Real Estate Market are:**

- I. The Government support:
 - a) The government initiatives and proactive steps are driving the city towards an international city. Many laws are in place to make it easier for conducting business. The Telangana State Industrial Project Approval and the Self-Certification System (TS-iPASS) Act is the first step in this direction. It was created to create an economic environment conducive to business and improve Hyderabad's reputation as an investment destination.

- b) The Telangana State Government has specific regulations that are expected to increase real estate value and facilitate transactions between sellers and buyers. Implementing government policies such as RERA, GST, etc., have worked to benefit homeowners and buyers. It has helped the real estate in Hyderabad.
- c) These regulatory actions such as RERA have stimulated the curiosity of investors who are looking to make investments in the market. This law guarantees transparency in the sale and transaction processes, mandatory registration, and severe sanctions.
- d) Additionally, the introduction of RERA has also enhanced operations significantly within the real estate commercial industry, leading to more job openings in this city. Increased opportunities translate to a greater demand for properties for sale in Hyderabad.

II. Fast-Paced Infrastructure Developments

In terms of connectivity, it is said that the Jawaharlal Nehru Outer Ring Road (JNORR) is being built on the same as model of Beijing's 8-bangles Ring Road, which has aided people through city limits in just a few minutes. The Metro Rail project is also a source of optimism regarding the possibility of bringing together the western and eastern parts of the city. They are home to Social Economic Zone (SEZs), Industrial corridors, SEZs, and IT hubs.

III. A Safe City & The Best Life Quality

From 2014 onwards, Hyderabad has consistently been named the top city in India over Mumbai, Delhi, Bengaluru, or Chennai. It is considered the advanced technology centre in India. With global giants already established and numerous companies showing a desire to set up businesses in Hyderabad, there is a steady increase in employment. These are the primary reasons for the increased demand for commercial property for sale in Hyderabad. In terms of Quality of Life Index the positives are Climate index, Cost of living index, Healthcare index and Safety index.

IV. Cost-Effective properties

- a) Its apartments, rentals, or plots Hyderabad remains at an affordable cost compared to other developed cities. Some areas located within 10 KM from major IT hubs have the Cost of the property is less than comparable locations in other parts of the Country. This results in an increase in the demand for residential flats or houses for sale in Hyderabad.
- b) Furthermore, the plots in Hyderabad are readily available at a significantly lower price, which has attracted the real estate industry to build and construct apartments in Hyderabad.
- c) The prices for gated community flats in Hyderabad are generally lower than in Mumbai, Delhi, Gurgaon, Bangalore, or Chennai, which has increased the demand for residential rental homes because of the IT workforce that is moving in from cities in the vicinity.

V. The Hub of Commercial Activity

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis

Apart from being a bustling home market, Hyderabad has also proven efficient as a commercial real estate market. According to a study by the real estate market, Hyderabad and Bangalore were the two most actively operating commercial real estate marketplaces in the third quarter of FY 2020. These accounted for 23.7% and 22.9% of pan-India leasing.

According to another report, Hyderabad commercial real estate market is beginning to show signs of improvement with a solid gross lease of 1.9 million square feet during the period July-September 2020. Net absorption increased by 31% over the previous quarter, to 1.5 million sq ft during the third quarter of 2020. There were new developments of 3.3 million square feet in the city in the period.

VI. Large IT Companies, Blue Chip Companies, and the Emergence of Start-ups

Global giants such as Google, Apple, Amazon Data Centre, Microsoft, Deloitte, Capgemini, Genpact, and other blue-chip firms such as TCS, Wipro, and Infosys continue to expand their operations in Hyderabad. The affordable parcels of land and affordable co-working spaces have attracted businesses from all over the world to make investments in Hyderabad. One Plus has announced its largest store globally, expected to open shortly in Hyderabad. With the increasing number of people living in the country, the residential real estate market is expected to expand on account of NRIs investment in real estate.

VII. Advancement in Infrastructure

Hyderabad is famous for its world-class infrastructure, and this is also a significant reason to increase the demand for apartments for sale in Hyderabad. Telangana State has allocated around 63% of the budget for infrastructure and economic development. The infrastructure development cost included the construction of the suburbs and urban areas and the construction of roads, sewerage, bridges, civic amenities, and real estate.

1.2. Project Synopsis

1.2.1. TSIIC, being the Nodal Agency of Government of Telangana for implementing the Project, has earmarked about 10.32 acres (41764 sq. m.) of land for the Project, which is envisaged to be an Iconic IT Tower, and is proposed to be developed as an IT Hub in the heartland of Hyderabad, with other support facilities. The envisaged development of the Project is minimum 1,500,000 sq. ft. of built-up area and corresponding car parking units (as per the development control & regulations). The broad project components and area statement are listed as below:

S No.	Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)
1	IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations
1	Non-IT/ITES Space	Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



Note: In case the Project built-up area exceeds 20,00,000 sft for commercial purpose, the GRID Policy G.O.Ms. No. 16 dated 10/12/2020 is not applicable to such built-up area over and above 20,00,000 sft. Accordingly, the Developer is free to develop such built-up area over and above 20,00,000 sft as Non-IT/ITES space and/or as IT/ITES space based on the commercial workings of the Developer.

Mandatory Activities for which space (built-up area) can be created:

I. The mandatory activities under IT/ITES for which the built-up space can be created, include the following:

- ☞ Plug & Play offices,
- ☞ Business Centre(s),
- ☞ Offices.

II. The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:

- ☞ Residential,
- ☞ Commercial space including any retail space or any other non-IT space/non-processing zone,
- ☞ Hospitality;

based on Grid Policy dated 10-12-2020; G.O.Ms. No. 16 of GoT along with minimum Car Parking as per the development control regulations mentioned in GO 168 and as amended from time to time.

Prohibited Activities: The following are the prohibited activities for which the Developer shall not develop/create any built-up area for the purposes directly or indirectly at the Project Site:

- ☞ Warehousing,
- ☞ Car Showrooms,
- ☞ Industrial Activities,
- ☞ Automobile- repair/ services/ vehicular servicing shops,
- ☞ LPG Godowns,
- ☞ Petrol Bunk(s);

Such other trade(s) or activities involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.

The Authority (TSIIC) shall appoint a consulting engineering firm substantially to be the independent consultant the “Independent Engineer”. The Independent Engineer shall assist the Authority in matters related to supervising construction of the Project and shall support the Authority to monitor compliance with Specifications and Standards as set forth in the Agreement. The appointment shall be made no later than 30 (thirty) days from the date of the Agreement.

1.2.2. AREA STATEMENT

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis

a) IT/ITES Block (earmarked Site area 4.32 acres).

S No.	Area	Acres	m ²	Sft	%
1	Site Area earmarked for IT Tower Development	4.32	17,489.12	1,88,252.84	
2	Required organised open space / Tot- lot (minimum 10% of the total area) greenbelt on ground	0.43	1,748.91	18,825.30	0.10
3	Ground Coverage (33% Assumed)	1.43	5,771.41	62,123.50	0.33
4	Number of Floors (height assumed 64 m and floor to floor height= 3.75 m)	17.00			
5	Tentative Built-up Area (BUA)		92,342.62	993975.96	
6	Parking Area required @ 40% of BUA		36,937.05	3,97,590.38	

Say **9,94,000 sft**

Number of Basements Required (60% of Site Area Assumed for one Basement)	3.00	
Area of 1 Basement (60% of Site Area Assumed)	10,493.47	m ²
Area of 3 Basements put together	31,480.41	m ²
Parking Area considered on stilt /open areas of the Project Site	5,456.64	m ²

Accordingly, the **Minimum Development Obligation is taken as 7,75,000 sft of IT/ITES space.**

b) Non-IT/ITES Block (earmarked Site area 6.00 acres) with 100 ft road considered the area assumed for Project developed is 5.15 acres.

S No.	Area	Acres	m ²	Sft	%
1	Site Area	5.15	20,837.65	2,24,296.42	
2	Required organised open space / Tot- lot (minimum 10% of the total area) greenbelt on ground	0.51	2,083.77	22,429.66	10%
3	Ground Coverage (29.5% Assumed)	1.76	7,126.48	76,709.45	34%
4	Number of Floors (Max height assumed 46.5 m and floor height= 3.0)	14.00			
5	Tentative Built-up Area (BUA)		92,644.26	9,97,222.86	
6	Parking Area required @ 40% of BUA		37,057.71	3,98,889.14	

Non-IT/ITES Block Development Restricted to IT/ ITES Space of 9,94,000 sft. Accordingly, the Minimum Development Obligation is taken as 7,75,000 sft.

Number of Basement Required (50% of Site Area Assumed for one Basement)	2.0	Nos
Area of 1 Basement (60% of Site Area Assumed)	12,502.59	m ²
Area of 3 Basements put together	25,005.17	m ²
Parking Area considered on stilt /open areas of the Project Site	12,052.53	m ²

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



As per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020, not less than 50% of total Built-up area shall have to be IT/ITES for an IT Park.



CHAPTER 2: TSIIC PROFILE

2.1. Profile

TSIIC (Telangana State Industrial Infrastructure Corporation) also known as TSIIC is a Telangana State Government initiative for providing infrastructure through development of industrial areas.

Telangana State Industrial Infrastructure Corporation Limited, formerly known as Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) was formed in 1973 by the GO No: 831 dated 10-SEP-1973 issued by the then Government. After the formation of new State of Telangana, it has been known as Telangana State Industrial Infrastructure Corporation Limited (TSIIC) since the year 2014. TSIIC was formed for identifying and developing potential growth centres in the Telangana State fully equipped with developed plots/sheds, roads, drainage, water, power and other infrastructural facilities; providing social infrastructure, like housing for workers near industrial zones, co-coordinating with the agencies concerned for providing communication, transport and such other facilities. The Corporation also has active projects in the Public-Private Partnership Mode.

Telangana Industrial Infrastructure Corporation Ltd develops Industrial Parks, Sector specific parks, SEZ, etc., for Setting up of Industries in Telangana.

2.2. Telangana Industrial Parks

The Industrial Areas ranges from a few hundred acres to 19000 acres. The Corporation has presence in each and every Mandal Head Quarters of the District in the State of Telangana. A large number of leading industrial houses have their presence in these Industrial Areas, like BPL Engg., Kirby Building Products, Asian Paints, GVK, ITW Signode, Aurobindo Pharma, Widia India, Raasi Refractories, BSES Andhra Power etc.

CHAPTER 3: PROJECT OVERVIEW

3.1. Project Location & Description



Rajiv Gandhi International Airport: 22.7 Km



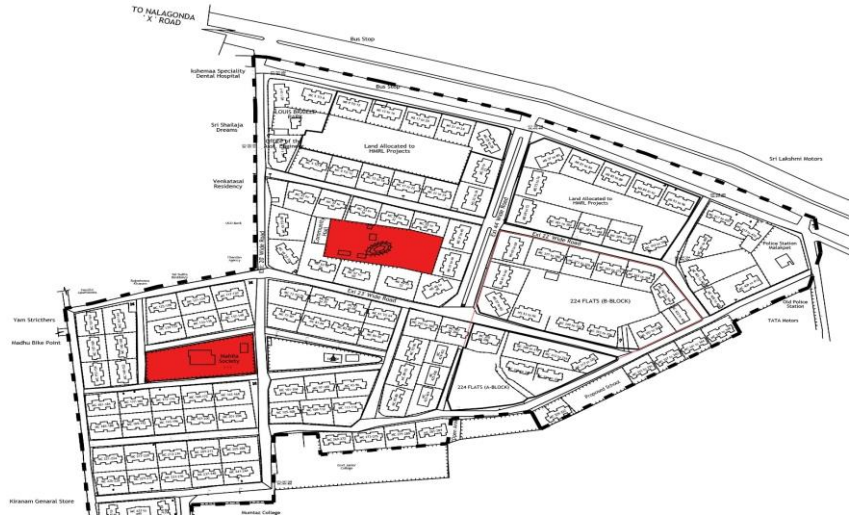
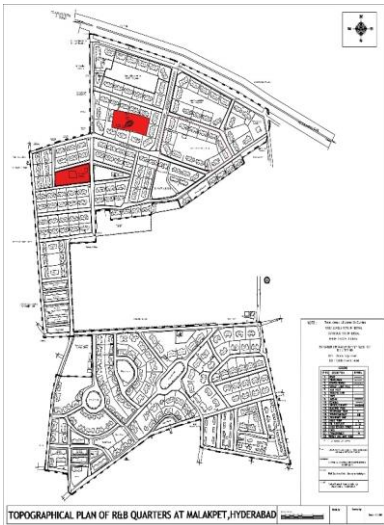
Hyderabad Railway Station: 5.4 Km



Malakpet Metro Station: 1 Km

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis

BLOCK LOCATION



LATITUDE OF THE SITE: 17°22.185'N
 LONGITUDE OF THE SITE: 78°30.674'E
 ALTITUDE OF THE SITE: 504 m.



Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis

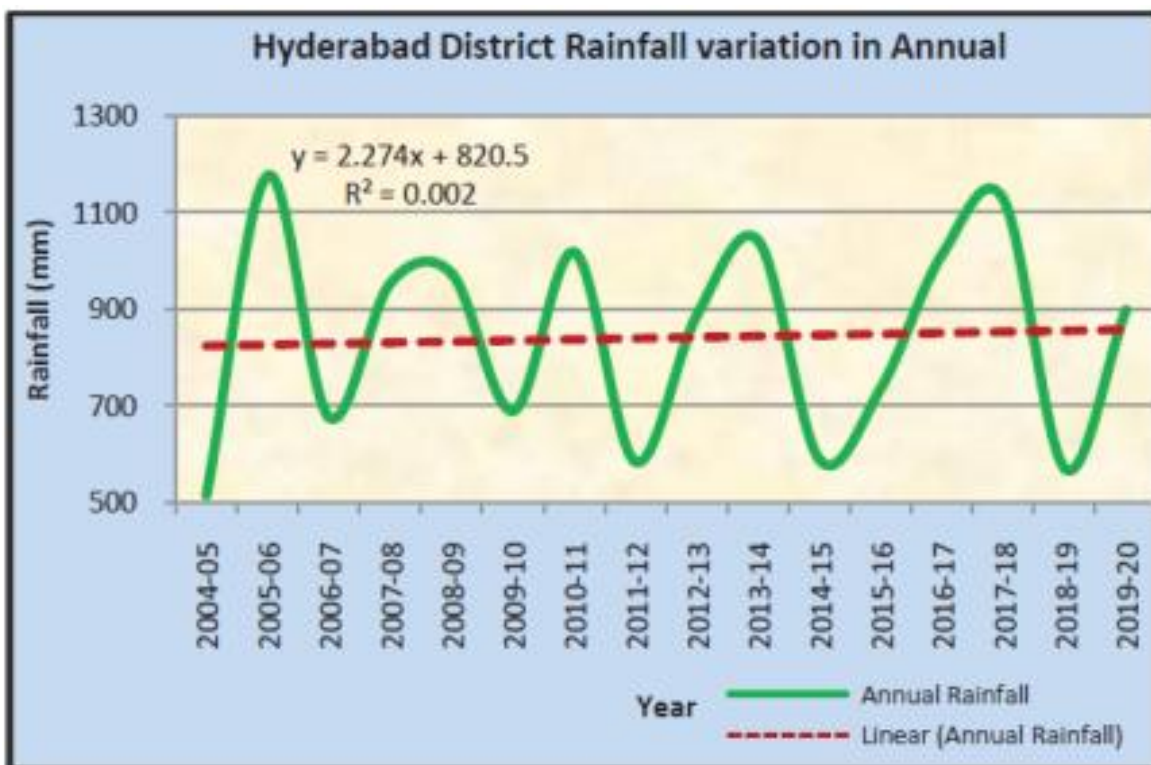
Malakpet is on the eastern corridor of Hyderabad city with significant working population residing there at. It has good connectivity with Metro Station within vicinity and both Railway Station and the City Central Bus Terminal within 6 km radius.

The Project Site is spread over two individual plots one measuring 4.32 acres where the Developer shall have to undertake construction of IT/ITES block and the other plot measuring 6.00 acres where the Developer can undertake construction of non-IT/ITES block where Walk to work concept with commercial space /mixed use structures can be built. The minimum Built-up area the Developer shall have to develop shall be 15,00,000 sft of which a minimum of 7,50,000 sft shall have to be IT/ITES block, as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.

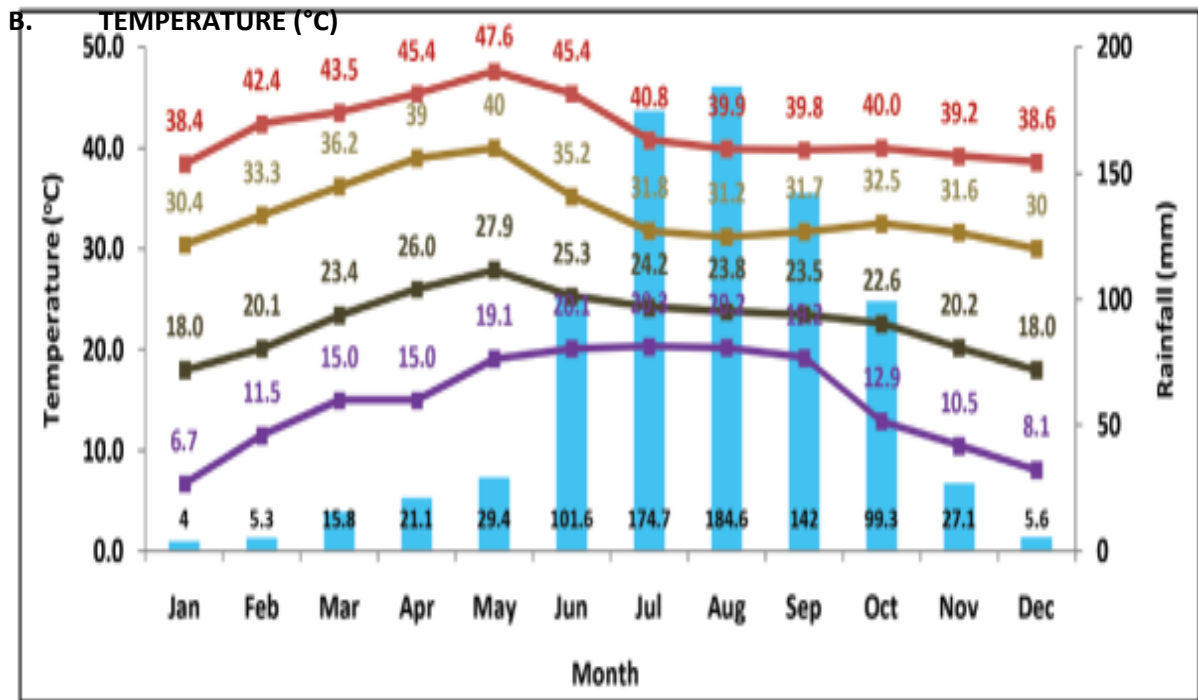
3.2. SITE ANALYSIS

A. RAINFALL (mm)

- ❖ Average annual Rainfall is 810.5 mm.
- ❖ Average annual Rainy days are 51, and Dry days are 278.
- ❖ Mean monthly highest rainfall observed is in the month of August and is of 184.6 mm.
- ❖ Mean monthly lowest rainfall observed is in January and is 4.0 mm
- ❖ Ever recorded Heaviest Rainfall in 24 hours is 258.3 mm in Musheerabad(M) on 14-10-2020.
- ❖ South West Monsoon average is 602.9 mm and Rainy days are 38 and Dry days are 59.
- ❖ North East Monsoon average is 132.0 mm and Rainy days are 7.
- ❖ Winter average is 9.3mm and Rainy days are 1.
- ❖ Summer average is 66.3 mm and Rainy days are 5.



Note: A rainy day has been defined as a day with rainfall of 2.5mm or more recorded in 24 hours (08:30 a.m. to 08:30 a.m.). A Dry day has been defined as a day with rainfall less than 0.2mm recorded in 24 hours (08:30 a.m. to 08:30 a.m.)



Month wise average Rainfall; Temperature - Extreme Maximum, Avg Max, Avg Min, Extreme Minimum

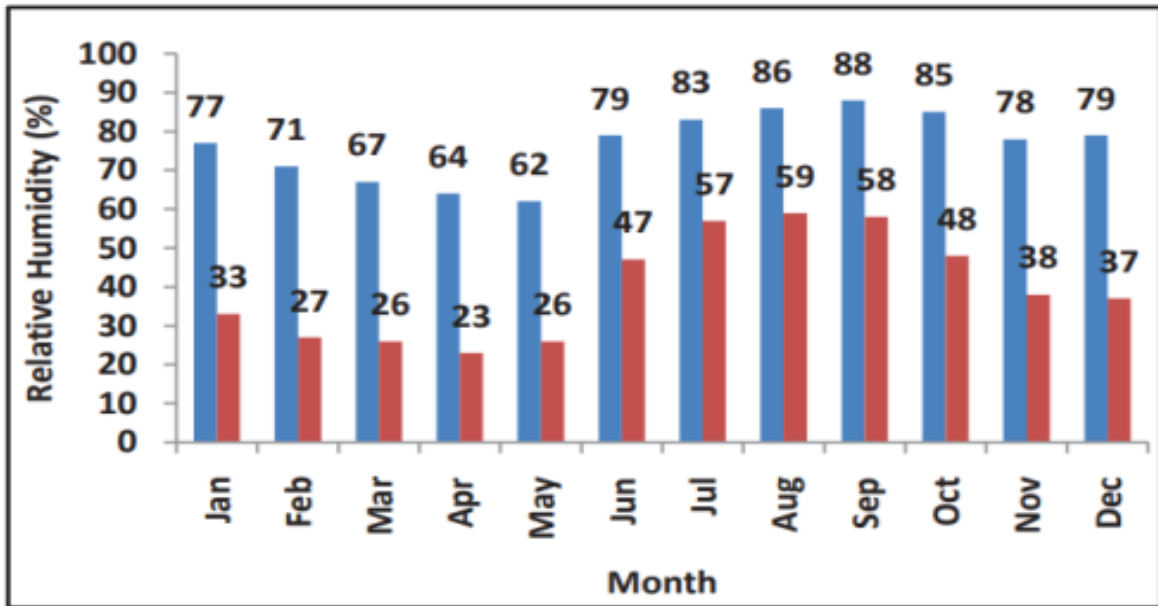
	Temperature (° C)			Average Relative Humidity			
	Avg Annual Temp.	Mean Hottest / Coldest Month	Ever Recorded Max/Min Temp.	SWM	NEM	Winter	Summer
Max	33.8	40.2 in May	47.6 on 22.05.2015 at Musheerabad (M)	84	81	74	64
Min	22.6	17.7 in January	6.7 on 12.01.2015 at Maredpally (M)	58	41	30	25

*SWM means South West Monsoon

**NEM means North West Monsoon.

C. RELATIVE HUMIDITY

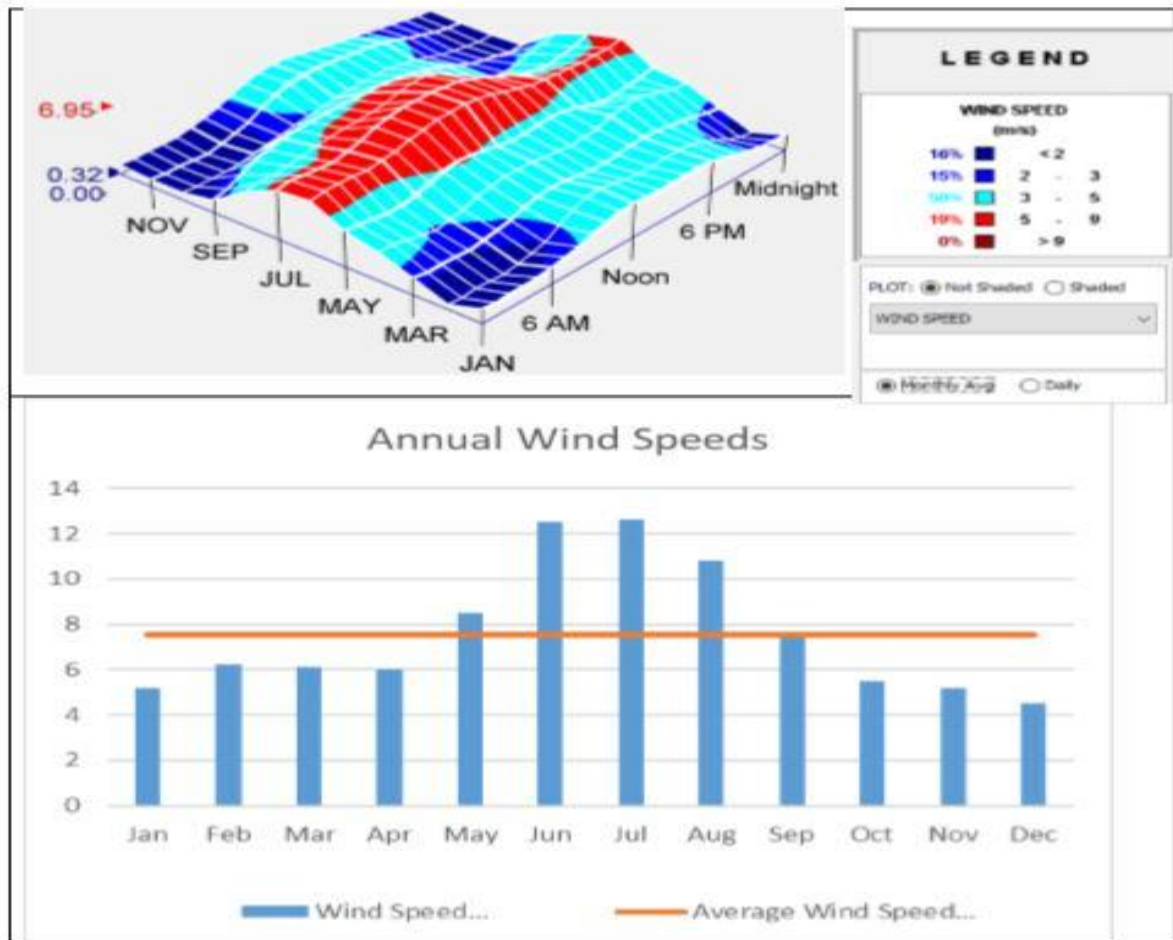
Annual Values of relative humidity are about 62% to 88% in the morning and 23% to 59% in the afternoon.



Source: https://tsdps.telangana.gov.in/Weather&Climatology_of_telangana.pdf

D. WIND SPEEDS

Average Wind Flow Chart for Different Time Periods throughout the Year:



E. AIR QUALITY

The building elements shape the environment that directly impacts the occupant’s experience and overall project economics.

For air quality this means that the systems design affects the pollutant load outside and inside the buildings, which in turn can affect people’s alertness level and their fitness to work.

Action Plan for non-attainment cities in Telangana state

16

The details of the Air Quality index during the years 2010-2018

A.	NAMP stations	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Balanagar	100	100	118	129	123	103	125	141	123
2	Uppal	89	97	106	90	99	88	96	112	110
3	Jubilee Hills	52	78	83	72	80	85	103	122	115
4	Paradise	82	99	93	84	113	109	119	115	107
5	Charminar	78	103	107	95	108	109	109	130	113
6	Jeedimetla	97	105	97	92	105	115	113	133	124
B.	SAMP stations	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Abids	97	98	99	81	103	92	100	99	102
2	KBRN Park	51	57	60	74	58	54	58	69	76
3	Langar House	102	99	103	103	91	151	84	96	100
4	Madhapur	74	47	82	88	66	50	74	83	92
5	MGBS	72	66	66	79	69	67	75	95	94
6	Chikkadapally	68	87	87	79	84	81	80	82	92
7	Kukatpally	90	100	111	125	109	115	86	102	114
8	Nacharam	85	86	85	74	94	*	87	97	102
9	Rajendranagar	38	35	43	42	33	41	67	64	65
10	Sainikpuri	59	72	85	108	92	108	80	87	77
11	BPPA	66	61	72	54	68	64	63	68	74
12	Shameerpet	51	59	68	74	79	70	73	73	68
C.	CAAQMS Stations	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Panjagutta	106	99	115	113	111	*	*	*	*
2	University of Hyd	*	*	*	*	71	76	87	95	92
3	Zoopark	61	60	68	73	73	105	131	130	118
4	Sanathnagar	98	115	124	73	*	90	97	111	104
5	Pashamylaram	*	*	*	*				105	113
6	Bollaram	*	*	*	*	*	*	*	122	109
7	ICRISAT	*	*	*	*	*	*	*	101	98

AQI Colour Index & Health Effects:

GOOD (0 – 50)	Minimal Impact
SATISFACTORY (51 – 100)	Minor Breathing Discomfort to Sensitive People
MODERATE (101 – 200)	Breathing discomfort to with Lung & Heart Disease, children and Old adults
POOR (201 – 300)	Breathing discomfort to People on Prolonged Exposure
VERY POOR (301 – 400)	Respiratory Illness to People on Prolonged Exposure
SEVERE (> 400)	Respiratory Effects on Healthy people

TELANGANA STATE POLLUTION CONTROL BOARD

Action Plan for non-attainment cities in Telangana state

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Monthly Air Quality Index Values of Hyderabad city from Jan to Dec – 2018

Monthly Air Quality Index Values of Hyderabad city from Jan to Dec - 2018												
Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hyderabad Zone - NAMP Stations												
Belanagar	141	129	127	127	121	107	90	97	123	132	136	148
Uppal	141	126	126	112	107	87	85	82	91	107	122	134
Jubilee Hills	129	124	124	104	116	109	100	101	106	106	135	123
Paradise	130	125	117	106	118	104	83	93	102	96	102	106
Charminar	145	128	117	102	101	106	91	97	111	123	111	129
Jeedimetla	135	141	128	126	126	97	83	105	125	129	154	136
SAAQM stations:												
Abids	126	122	112	99	105	98	90	91	85	100	94	106
KBRN Park	100	90	87	77	79	53	53	51	62	78	86	93
Langahouse	116	128	113	90	97	89	75	84	103	103	100	98
Madhapur	112	100	105	104	97	72	71	68	84	99	91	105
MGBS	102	107	110	89	83	73	75	86	98	100	100	105
Chikkadapally	99	99	96	99	90	81	76	82	94	95	88	108
Kukatpally	144	131	127	120	111	100	83	78	97	125	123	126
Nacharam	115	106	123	113	114	107	88	84	90	101	91	98
Rajedranagar	61	55	60	55	60	48	46	64	72	86	73	93
Sainikpuri	90	85	68	69	74	74	67	71	78	54	99	90
BPPA	88	78	86	62	74	67	53	60	75	77	74	90
Shameerpet	63	75	66	65	57	55	69	68	70	71	83	73
CAAQMS stations:												
HCU	146	106	107	93	93	56	42	41	73	111	112	129
Sanathnagar	229	125	122	83	69	45	33	33	60	86	163	202
Zoopark	217	123	115	97	89	50	44	48	94	157	165	216
Pashamylaram	171	105	105	85	86	68	80	100	100	131	156	173
Bollaram	156	118	129	109	107	80	66	75	93	127	111	136
ICRISAT	152	110	109	89	91	54	43	45	75	121	138	151

Ambient Air quality with respect to SO₂ and NO_x reveals that the air quality of Hyderabad is within the prescribed standards (NAAQS) of 50µg/m³ (annual standard for SO₂) & 40µg/m³ (annual standard for NO_x). With respect to PM₁₀ & PM_{2.5}, Hyderabad is not meeting the national standard (NAAQS) of 60 µg/m³ & 40 µg/m³ (annual Standard).

TELANGANA STATE POLLUTION CONTROL BOARD

Site Conditions against CPCB Standards:

The annual mean pollution levels for Hyderabad are within the standards prescribed by CPCB. The planning of the project shall be carried out taking this into account and the DG backup shall be provided based on the exhaust emission standards of CPCB. The direction of the DG exhausts, HVAC units shall be provided taking into account the wind flow patterns to facilitate maximum atmospheric dispersion.

F. Climate Analysis:

- ❖ The project site has summers as the most dominant weather condition so the design has to be aimed at minimizing cooling energy.
- ❖ The location is tropical or closer to the equator which results in minimal seasonal variation in temperature, rainfall and humidity.
- ❖ The latitude of the site is low, hence the solar radiation on the east and west walls is more than the north and south walls.
- ❖ The summers are hot and have a large diurnal range. The humidity is often greater than the normal comfort range and the winters

3.3. PROJECT CONCEPT

Currently, the IT industry is largely concentrated in the western corridor of Hyderabad city. It is estimated that about 30% of the IT talent pool resides in Eastern part of the city and commutes to Western IT Corridor on a daily basis. Similarly, a large part of the IT workforce resides in the northern parts of the city. This has led to overall city congestion and increase in commuting time for the IT employees.

Therefore, the Government intends to disperse the IT around the city which will not only decongest the Western Corridor but also reduce the infrastructural burden and makes it convenient for IT workforce to commute to work and reduce the transportation burden. In this backdrop, the Government had brought Hyderabad GRID (Growth in Dispersion) Guidelines. Accordingly, TSIIC being the Nodal Agency for Government of Telangana, proposes to build world class IT Tower at Malakpet, Hyderabad (Eastern Part of the city) on a Joint Development basis and on Public Private Partnership mode.

The main objective of development of IT Tower is to create a world class infrastructure for tapping the opportunity bring sustainable development in this stretch of the city and come up with walk to work concept without disturbing the ecology and hence a Gold Rating and above or equivalent green building has been proposed for IT/ITES Block only.

The proposed IT Tower to have state of the art infrastructure and shared facilities, which can be utilized by the IT/ITES companies. The following table presents the suggested area program for the IT tower.

- I. Suggestive Area Program for IT Tower:
 - i. Meeting Rooms – Small
 - ii. Meeting Rooms - Large

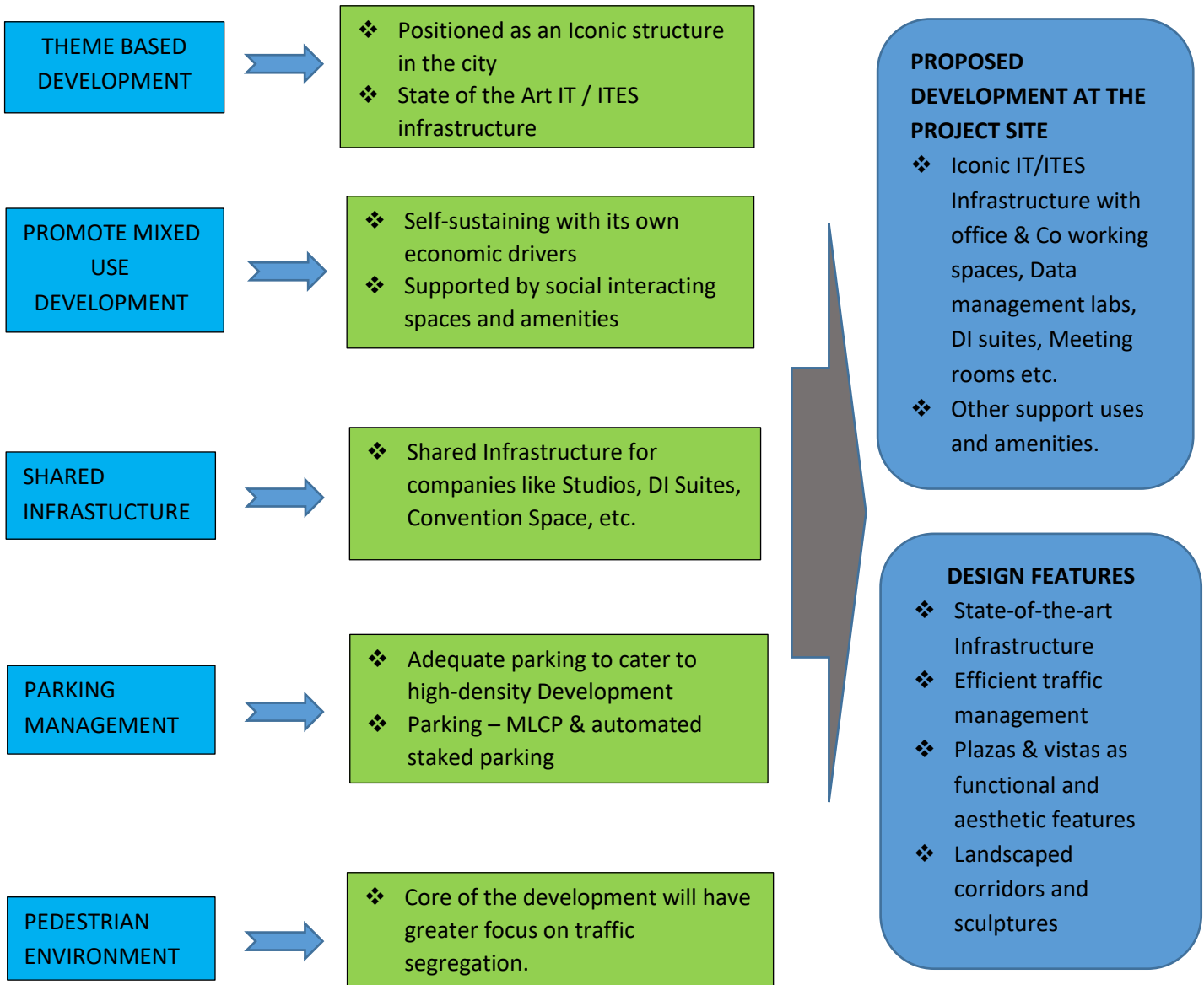
Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



- iii. Auditorium
- iv. Academy
- v. Circulation & Others (@35%)
- 2. Office - IT/ITeS
 - i. Plug & Play Offices;
 - ii. Offices on Warm Shell on high side basis.
- 3. Business Centre
- 4. Amenities
 - ☞ Restaurant's/ Food & Beverages
 - ☞ Support Retail including space for wellness centres.
- 5. Parking Area
- II. Suggestive Area Program for Non-IT / ITES Block:

The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:

- ☞ Residential,
- ☞ Commercial space including any retail space or any other non-IT space/non-processing zone,
- ☞ Mixed use development,
- ☞ Hospitality.



3.4. Project Parameters

The Project has to minimize environmental impact over its life-cycle and thereby reduce operational carbon as well as embodied emissions anticipated during the Project life-cycle. In this regard, it has to carry out **Environmental Impact Assessment Study** and take approvals from the concerned Departments as may be required for the Project.

Project Site Details:

- Location: Hyderabad, India
- Latitude: 17°22.185'N
- Longitude: 78°30.674'E
- Altitude: 504 m
- Climate Type: Tropical Wet and Dry bordering Semi-arid
- Annual Average Temperature: 34 Degrees Centigrade
- Monsoon Period: June – September

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



- Annual Precipitation: 615.5 mm
- Mean Relative Humidity: 64.7%
- On an average most humid months: June – September.

The Development of the Project shall be based on Integrated Environmental Design Approach duly taking into consideration the prevailing winds at the Site, the Sun path, pollution levels, carbon emissions, etc.

3.5. MINIMUM DEVELOPMENT OBLIGATIONS

The development of the Project shall be for a minimum 1,500,000 sq. ft. of built-up area and corresponding car parking units (as per the development control & regulations). The broad project components and area statement are listed as below:

Components	Built-up Area (sq. ft)	Total Parking Area (sq. ft)
IT/ITES	Not less than 50% of total Built-up area as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	As per the prevalent Development Control & Regulations
Non-IT/ITES Space	Not more than 50% of total Built-up area. At any time, non-IT/ITES space shall not exceed IT/ITES space as per Hyderabad Grid Policy G.O.Ms. No. 16 dated 10/12/2020.	

I. The mandatory activities under IT/ITES for which the built-up space can be created, include the following:

- ❖ Plug & Play offices,
- ❖ Business Centre(s),
- ❖ Warm Shell on high side Offices.

Warm Shell on high side – Includes Core & Shell , Common Area Finishes like Painting, Flooring & Cladding, False Ceiling, Internal & Fire Doors, Structural Glazing, Electrical (Includes Transformer, LT Panels, DG Set, Cables, Busduct, Common area lighting, Electrical work in External Development), Plumbing & Sanitary (Includes Sanitary & CP fitting for toilets, STP, WTP, Internal & External Piping work, Pumps), Fire Protection (Includes Fire pump room equipment, Hydrant System, Fire Extinguishers, Sprinkler System, PA and Alarm Systems), Elevators, HVAC (Includes Chillers, Chiller Piping and pumps, AHU etc.), External development and Others.

Plug & Play – Warm Shell + Interior Fit-out (including interior finishing, false ceiling, painting, HVAC (interior), electrical fittings, furniture & furnishing, workstations, flooring/ carpeting etc.) + IT Support (network cabling, server room, etc.)

II. The mandatory activities under non-IT/ITES for which the built-up space can be created, include any one or more of the following:

- ❖ Residential,
- ❖ Commercial space including any retail space or any other non-IT space/non-processing zone,

❖ Hospitality;

based on Grid Policy dated 10-12-2020; G.O.Ms. No. 16 of GoT along with minimum Car Parking as per the development control regulations mentioned in GO 168 and as amended from time to time.

PROHIBITED ACTIVITIES

The following are the prohibited activities for which the Developer shall not develop/create any built-up area for the purposes directly or indirectly at the Project Site:

- ❖ Warehousing,
- ❖ Car Showrooms,
- ❖ Industrial Activities,
- ❖ Automobile- repair/ services/ vehicular servicing shops,
- ❖ LPG Godowns,
- ❖ Petrol Bunk(s);

Such other trade(s) or activities involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.

3.6. Project Clearances

- 3.6.1. The Developer shall at its cost and responsibility prepare Plans and all required drawings for the building/s as per building bye-laws, Rules & Regulations in force for development of the Project Site / the Project and obtain the development Approvals, including the Sanctioned Plan for the entire Project. The Authority shall provide all the necessary assistance / facilitation in obtaining the approvals.
- 3.6.2. The Project Site will be developed for commercial / mixed use purpose, consisting facilities as defined in RFP. The Developer shall, in consultation with the Authority, prepare the necessary plans/ drawings/ designs to procure Sanctioned Plan as per all Applicable. The Developer shall develop the Project Site by obtaining a consolidated development plan.
- 3.6.3. The Developer shall prepare the designs (“Project Designs”) in line with the design brief and concept note (the “Design Brief and Concept Note”) provided by the Authority within 1 (one) Month from the date of obtaining Sanctioned Plan. The Developer cannot change the design and concept finalized by the Authority. The Authority and the Developer shall in the above process act reasonably and cooperate with each other in good faith to achieve the objective of finalization of the Project Designs. If the Authority does not provide any comment / suggestion within 15 (Fifteen) days as above, it is deemed that the Authority will not have any comment / suggestion on the Project Designs provided by the Developer and the Developer shall be entitled to proceed with finalization of the Project Designs accordingly.
- 3.6.4. The Developer shall obtain all required licenses, sanctions, consents, permissions, no-objections and such other orders as are required to procure the Sanctioned Plan and all approvals necessary for development of the Project. In this regard, it has to carry out Environmental Impact Assessment Study and take approvals from the concerned Departments as may be required for the Project.

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



- 3.6.5. The Developer shall, without requiring to obtain the consent of the Authority, not have the right to make additions, deletions and alterations to the plans/ drawings/ designs, in the Sanctioned Plan subject to such additions, deletions and alterations being permissible without adversely affecting the design and extent of the entitlement of the Authority to the Authority's share of Built-up Area.
- 3.6.6. The Authority has absolute discretion in design and conceptualization of the development as this project would be an iconic project catering to the IT sector and it will be a one of its kind projects in India.
- 3.6.7. It is clarified that if as per the plan sanctioning rules, any deductions have to be made/given for certain portions of the land comprised in the Project Site from calculations of built-up area, then calculation of built-up area stipulated above shall be on the net land area of the Project Site, after giving such deductions as per law. In case of development of any additional built-up area at the Project Site over and above the Built-up area of 15,00,000 sft for commercial purpose, the Developer is free to sell/lease such additional built-up area so developed without any obligation to share additional built-up area so developed to the Authority..
- 3.6.8. The Developer and the Authority shall, execute a separate area identification agreement to identify the constructed area in the entire Project falling to the share of the Authority and the Developer including the Built-up area to be allotted to Authority, within 45 (forty-five) days of securing the sanction of License and Plan ("Area Identification Agreement"). The Parties shall co-operate with each other in executing the Area Identification Agreement without any delay. Any delay in executing the Area Identification Agreement by Authority entitles Developer for proportionate extension of time period for commencement of the Project.
- 3.6.9. The responsibility and expenses for preparing the development plan and construction drawings for the project, and all other permissions required to take up, commence and complete the development and construction of the Project and other facilities thereon and all infrastructure thereafter shall be that of the Developer. The Plan approval charges, development charges, cesses, fees, any other charges/levies shall be paid by Developer. The Authority shall have no liability whatsoever in this behalf.
- 3.6.10. Upon receipt of approvals, the Developer shall furnish to the Independent Engineer/ Authority one set of copies of all approvals and sanctioned development plans and one set of building construction plans for its records along with soft copy and copies of all other permits, licenses, consents, no objection certificates obtained for developing the Project.



CHAPTER 4: PROJECT IMPLEMENTATION FRAMEWORK

4.1. Implementation Schedule

The Developer shall, at its cost develop the Project Site in accordance with approved development plans and sanctioned construction plans with necessary internal and external services, roads, driveways, walkways, common area amenities, relocation of utilities, if any, master plan/service road realignment/construction, if any, facilities including compound and passages and sewage disposal system, water distribution lines and electricity connections. The construction and other developments shall be in line with the Technical Specifications (Schedule III of Draft Joint Development Agreement) as prepared by the Developer and as approved by the Authority in accordance with the Design Brief and Concept Note attached hereto as Volume 4.

On or after the Appointed Date, the Developer shall undertake construction of the Project at the Site as per the Scope of Work and in conformity with the approved Designs & Drawings by the Authority. The Developer shall be entitled to develop the entire Project in one single phase and the Developer shall in the absence of any Force Majeure event complete the entire overall development and construction of the entire Project in accordance with the approved Specifications and the Sanctioned Plans within 3 (three) years from the Appointed Date (the “Scheduled Completion Date”) and the Developer shall agree and undertake to complete the Project on or before the Scheduled Completion Date with a grace period of 6 (six) months.

In this regard, it is clarified that the period from the date of signing of the Joint Development Agreement to the date of issuance of Appointed Date on fulfilment of Conditions Precedent shall be treated as Development Period. For the sake of clarity, the Conditions Precedent that need to be fulfilled by either Parties is as defined hereunder:

DESCRIPTION	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6
DEVELOPER						
1. Prepare necessary plans, designs & drawings from sign the Agreement.	■					
2. Obtain development approvals along with the sanctioned plan.		■	■	■		
3. Preparing execution drawings and designs from date of obtaining Sanctioned Plan.					■	
4. Financial close from the date of signing of agreement.	■	■	■	■	■	
5. All other approvals including approval for Environmental Impact Assessment Study, as required.	■	■	■	■	■	■
TSIIC						
1. Approve the project designs submitted by the developer.						■
2. Appointment of IE.	■					
JOINTLY						



1. The Developer and Authority shall execute a separate area identification agreement.





CHAPTER 5: Marketing & Selling Arrangements

5.1. Marketing & Selling Arrangements

A minimum of built-up area of 15,00,000 sft shall have to be developed consisting of both IT/ITES block and Non-IT/ITES blocks, which excludes the parking area, which shall be provided as per the prevalent Development Control & Regulations.

Accordingly, the Developer shall be entitled to own its share of built-up area on freehold basis and collect revenues including sale proceeds from the Project in accordance with the terms of the Joint Development Agreement.

Therefore, the marketing of the entire Project including the Authority's share is the responsibility of the Developer and accordingly,

1. The Developer shall be entitled to market the Project by erecting sign board/s on the Project Site. The Developer shall also be entitled to advertise the sale and disposal of the developer's share of built-up areas in the Project and to publish advertisements in newspaper/s, magazine/s, website/s and such other media/s seeking prospective purchaser/s and tenant/s and to do all other lawful things to market the Project in any manner whatsoever. Subject however that it exhibits the names of both the Authority and the Developer in all such publicity materials.
2. The Authority and Developer shall have equal signage rights for the entire Project and the buildings and structures comprised in the Project.
3. As aforesaid the said project shall be known by the name "IT TOWER-MALAKPET".
4. The Developer shall hand over the completed project facilities under Authority's share of Built-up area to the Authority before commencing selling Developer's share of Built-up area. Accordingly, the Developer has to market the overall Project (both IT/ITES and Non-IT/ITES built-up space) and bring in buyers to the Authority at the negotiated rate at which the Developer is planning to sell its share of built-up area. In case the Authority is not willing to sell its share at Developer's negotiated selling price, the Developer is free to sell its share of built-up area in IT/ITES block at its negotiated price. Please also note that the Occupancy Certificate (OC) for the non-IT/ITES shall be issued only upon obtaining an OC for at least an equivalent amount of space for IT/ITES use. In this regard, the provisions of G.O.Ms.No.16 dated 10.12.2020 (Hyderabad GRID Policy) shall apply.
5. Accordingly, the Bidder to undertake Project cost benefit analysis that demonstrates best use analysis of Project Site by taking into consideration potential risks and challenges and mitigation mechanism.
6. The Bidder to have Marketing and Exit Plan upon completion of the Project.
7. To demonstrate the ability to undertake sales and marketing for the Project and to develop a Comprehensive exit plan.
8. To demonstrate that the target price points that the Developer proposes to sell are competitive in the market.



9. The development shall be affordable and acceptable to the project and commercially viable.

10. To undertake preliminary market demand assessment and financial feasibility study and accordingly prepare master plan.

CHAPTER6. TECHNICAL SPECIFICATIONS OF THE IT/ITES BUILDING

I. Civil and Other Related Works

1. Structural Design: The structure shall be designed as earthquake resistant structure using relevant Indian standards specified by Bureau of Indian Standards (BIS) and/or National Buildings Construction Corporation (NBCC). The building/s shall be platinum rated by IGBC/USGBC/GRIHA or its equivalent.
2. Structural Framing System: Framed Structure with RCC columns and RCC / Flat Slabs with structural spans to be suitably determined keeping in mind the land profile and the floor plate size. A structural span with floor-to-floor height of 3.6 m IT/ITES block and 3.0 m for commercial / mixed use block shall be maintained in office floors and 3.35 m in parking floors.
3. Exterior and Building Envelope: The exterior building envelope should be high performance curtain wall system with double glazed insulated glass panel 31 mm thick with low e value glass fixed to polyester powder coated aluminum semi unitized glazing, fixed to epoxy coated steel structure. Perforated metal screen of approved design in wall panels fixed to existing mild steel sections.
4. Floor Loading (including both Live Load and Dead Load)-Office space and usable areas should be designed with floor loading of minimum of 650 kg/ sq. m. Provision for UPS & Server Room and Storage Areas should be done in pre-identified locations, should be designed with floor loading of minimum of 750 kg/ sq. m. Car parking floors should be designed with floor loading of minimum of 650 kg/ sq. m.
5. Office Floor Finishes: RCC slab with 75 mm of lightweight concrete should be used. This does not include 25 mm screed for final finished floor. Floor Finishes for Restrooms: Restrooms to be finished in vitrified non-skid tiles.
6. Floor Finishes for Food Court: Floors to be finished in 20mm thick absolute black granite with brushed finish. Entrance Lobby, Floor Lift Lobbies Floor and Walls: Combination of Italian marble inlay/ granite / vitrified tiles.
7. Staircases: Staircase to be provided as per relevant Indian standards specified by BIS and/or NBCC and local fire norms. All the staircases to be finished with Kota stone / granite / or equivalent up to second floor. Fire doors shall be of proprietary make and shall conform to applicable local fire regulation code (two hour fire rated) or NBCC with panic bars only for doors from lobby to staircases and refuge areas.
8. Elevators: Adequate numbers of passenger elevators of 20 passenger capacity and adequate number of service elevators.

II. MECHANICAL SYSTEMS

1. Central chilled water system with high efficiency centrifugal water chillers of adequate COP at 0.576 KW/TR supplying chilled water to air handling units to maintain office space at 23 (+ or -1) degrees C, relative humidity not exceeding 60% for office areas. The whole system is to be installed and monitored by the Building Management System. It should meet ASHRAE 2.4 standards with energy saving features.



2. In order to meet 24 hour air conditioning requirements for server rooms, condensed water lines with tapping arrangements are to be provided at every floor that can maintain temperatures for 18-19 degree C.
 3. Adequate number of air handling units to be provided to carry air conditioning load for the floor. Primary pumping with variable speed drives is to be provided with pump efficiency at 80%. treated fresh air with heat recovery wheel at 75% efficiency to be provided.
 4. Car park levels to be mechanically ventilated for normal and emergency use. This system is to be monitored through CO and CO₂ sensors. Internal staircases, elevator lobbies and elevator shafts to be pressurized to ensure a safe escape route in case of an emergency.
- III. **ELECTRICAL SYSTEMS**-Power supply to be is via 2 Nos. of 33 kV supply lines from TSTRANSCO's main 220 kV substation.
1. Power supply should be stepped down to 415 volts (+-6%) by means of distribution transformers located in each building. The frequency is to be maintained at 50Hz +-5%.
 2. Suitable capacity transformers to be installed.
 3. Electrical service at typical floors should be: 1.5 watts per square foot load.
 4. Energy Efficient LED lamps with electronic ballast to be provided to achieve illumination levels of 300 lux for service areas, 200 lux for corridors and 100 lux for staircases and parking areas.
 5. Emergency lighting is to be provided in all areas, escape routes, staircases, and podium parking levels to ensure a minimum lighting level for safety during emergencies.
 6. 100% Power backup is to be provided with DG sets of a required capacity and numbers, to ensure a reliable power network for the entire complex. Maintain N+1 redundancy over the duration of operation.
- IV. **BUILDING MONITORING SYSTEMS**-
1. Building services to be monitored 24/7 through the BMS. The BMS should control and manage the air conditioning system for efficient energy use, fine tuning the control system to meet set environmental conditions.
 2. The BMS should also monitor fire protection system, water level status with continuous status reporting for immediate corrective action whenever required.
 3. CCTV cameras to be provided at the common areas such as entry, exit, Parking IN, Parking OUT, Lifts, Lobbies along with coverage of all service areas such as chiller plant room, D.G. yard, etc. and monitoring to be done from the BMS Room.
- V. **WATER SUPPLY SYSTEM**-
1. Primary water supply source should be the municipal water or private water sources. Bore wells are not permitted on the Project Site. Emergency supply can be provided through water tankers.



2. Water supply tap off should be available at every office level.

VI. SANITARY SYSTEM

1. Treated effluent water from the sewage treatment plant to be used for the cooling tower and to irrigate the garden and landscape area as and when desirable.
2. Sanitary, Plumbing, Drainage and Sanitation facilities are to be provided as per relevant Indian standards specified by BIS and/or NBCC and local fire norms.

VII. EFFLUENT SYSTEM-

1. A Sewage treatment plant (STP) of required capacity to be installed to meet pollution control norms.

VIII. FIRE FIGHTING AND SAFETY SYSTEM-

1. Fire Safety Standards shall be as per relevant Indian standards specified by BIS and/or NBCC and local fire norms.
2. Single layer of automatic sprinkler system with dedicated water storage tanks to be installed as per fire regulations.
3. Fire hose reels and portable fire extinguishers to be installed through the parking levels and office levels in common areas for first line firefighting purposes.
4. A fully addressable automatic/manual fire alarm system to be provided which is continuously monitored at the fire Command centre.
5. A Fire Command centre off the man lobby, fireman talk back system, wet rising mains and yard hydrants to be provided as an integral part of the fire-fighting and control system.
6. All electrical risers, plant/electrical rooms and Air Handling units are to be provided with smoke detectors.
7. All doors installed are to be fire rated as per norms. Pipes crossing walls and slabs to be sealed with fire retardant sealants. Ducts crossing walls and floors are to be provided with combined.
8. Sprinkler Bulb trigger temperature to be maintained at 57 degree centigrade or as per Project requirements.

IX. COMMUNICATION SYSTEMS

1. RCC Hume pipes in different directions for routing a minimum number of Telecom/Data cables (from Service Providers) from main road to proposed building.
2. Separate vertical shafts with cut-outs to be provided in RCC slabs at all levels for routing cables. Intercom facility from the entrance lobby to BMS room of the building to be provided.

X. ADHERENCE TO SUSTAINABILITY ASPECT



1. The building is to be designed to save almost 30% in energy consumption and ensure higher comfort levels for office workers over the average office building. Key elements of energy efficient design are:
2. Building is to be designed so that 95% of the floor plate receives natural daylight.
3. Curtain wall (if installed) should have insulated spandrel panels and high-performance glass with low E values to ensure minimum heat transmission through building envelope.
4. High COP centrifugal chillers to be installed.
5. Treated fresh air and heat recovery wheel to be installed
6. Wastewater is to be treated to tertiary standards and reused for chillers and irrigation. Water efficient low flow fixtures to be used.
7. Rain water harvesting bore-wells to be provided replenish the local water table.



CHAPTER 6: PROJECT INDICATIVE COST

6.1. Project Cost

Estimated Project Cost - Summary Sheet	
Estimated Cost of IT/ITES Built-Up of Warm Shell with High Side basis	340.09 Crore
Estimated Cost of IT/ITES Built-Up of Office Space on Plug & Play basis (Additional Cost)	9.60 Crore
Estimated Cost of Non-IT/ITES Built-Up Area	278.23 Crore
Total	627.92 Crore
Interest During Construction, Preliminary & Preoperative Expenses and Financing Expenses	73.28 Crore
Total Sale Price excluding Land Cost	701.19 Crore
Say	Rs.701 Crore

IT Tower at Malakpet, Hyderabad - Estimated Project Cost (Indicative) for IT/ITES Block				
Assumptions	Area in Sft	Area in Sqm	Warm Shell Area	Plug & Play Area
Built up area required per Floor	62123 sft	5 sqm		
Total Built up Area for 16 Floors with Ground / Stilt Floor assumed for Parking	750,000 sft	69677 sqm	650,000 sft	100,000 sft

1 acre – 43560 sft (4046.86 sqm)
1 sqm – 10.76 sft.



A. IT Tower at Malakpet, Hyderabad - Estimated Project Cost (Indicative) for IT/ITES Block

S No	Description of Item	UoM	Rate per Unit	Plinth Area of Construction	Estimated Amount
	RCC Framed Structure				
1.1	Floor Ht 3.75 mtr. Upto 6 Floors	Per Sq.m	21460	34628.77	74,31,33,420
1.2	Extra for 7th to 12th Floor	Per Sq.m	21565	34628.77	74,67,69,441
1.3	Extra for 13th Floor	Per Sq.m	21670	5771.46	12,50,67,577
1.4	RCC Raft Foundation (on Ground Floor Area only)	Per Sq.m	9700	5771.46	5,59,83,179
1.5	Basement Floor-1 (Floor height upto 3.35 m including water proofing but excluding raft base)	Per Sq.m	20750	10562.30	21,91,67,820
1.6	Basement Floor-2 (Floor height upto 3.35 m including water proofing but excluding raft base)	Per Sq.m	20750	10562.30	21,91,67,820
1.7	Basement Floor-3 (Floor height upto 3.35 m including water proofing but excluding raft base)	Per Sq.m	20751	10562.30	21,91,78,383
	Total (A)				2,32,84,67,640
1	Fire Fighting System	Per Sq.m	1000	75029.00	7,50,29,003
3	Automatic Fire Alarm System	Per Sq.m	500	75029.00	3,75,14,502
4	Pressurised Mechanical Ventilation System in Basements (with Supply of Exhaust Blowers)	Per Sq.m	950	31686.91	3,01,02,568
5	Services				
5.1	Internal water supply & sanitary installations	5%	ON BUILDING COST (A)	****	11,64,23,382
5.2	External Electrical Service Connections	2.75%		****	6,40,32,860
5.3	Civil External Service Connections	1.25%		****	2,91,05,846
5.4	Local Body Approvals including tree cutting	1.25%		****	2,91,05,846
5.5	Internal; Electrical Installations	9.00%		****	20,95,62,088
5.6	Power Wiring & Plugs	3.00%		****	6,98,54,029
5.7	Lightening Conductors	0.25%		****	58,21,169
5.8	Telephone Conduits	0.25%		****	58,21,169
6	Third Party Quality Assurance	1%		****	2,32,84,676
7	Lifts				
	Passenger Lifts (8 members) up to G+5	18,00,000		1.00	18,00,000
	Additional price for additional Floors	8,10,000		1.00	8,10,000

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



	Service / Goods Lift	41,50,000		1.00	41,50,000
8	Water Tank and Underground Sump	LS			1,00,00,000
10	Sewage Treatment Plant	LS			45,00,000
12	Development of Site				
12.1	Levelling of Site	Per Sq.m	300	17603.83	52,81,148
12.2	Internal Roads & Paths	Per Sq.m	2040	3500.00	71,40,000
12.3	Sewerlines, Water Supply, Stormwater Drains & Boundary Walls	LS			2,00,00,000
	Total (B)				74,93,38,285
C	Additional Cost for making the Premises to confirm to Warm Shell with High side	Per Sq.m	4305.6	75029.00	32,30,44,876
Total Estimated Amount in Rupees				(A) + (B) + (C)	3,40,08,50,801
	Additional Cost for providing Plug & Play Offices	Per Sq.m	10333.44	9290.23	9,60,00,000

B. IT Tower at Malakpet, Hyderabad - Estimated Project Cost (Indicative) for Non-IT/ITES Block

Assumptions	Area in Sft	Area in Sqm
Built up area required per Floor	76709 sft	7127 sqm
Total Built up Area for 13 Floors with Ground /Stilt Floor assumed for Parking	750000 sft	69703 sqm
1 acre	43560 sft	4047 sqm
1 sqm	10.76 sft	--

S No	Description of Item	UoM	Rate per Unit	Plinth Area of Construction	Estimated Amount
1	RCC Framed Structure				
1.1	Floor Ht 3.00 mtr. Upto 6 Floors	Per Sq.m	18685	42759.25	79,89,56,528
1.2	Extra for 7th to 11th Floor	Per Sq.m	18790	35632.71	66,95,38,541
1.4	RCC Raft Foundation (on Ground Floor Area only)	Per Sq.m	9700	7162.94	6,94,80,539
1.5	Basement Floor-1 (Floor height upto 3.35 m including water proofing but excluding raft base)	Per Sq.m	18750	14568.70	27,31,63,050
1.6	Basement Floor-2 (Floor height upto 3.35 m including water proofing but excluding raft base)	Per Sq.m	18750	14568.70	27,31,63,050
					2,08,43,01,709
2	Fire Fighting System	Per Sq.m	1000	78391.95	7,83,91,953
3	Automatic Fire Alarm System	Per Sq.m	500	78391.95	3,91,95,976
4	Pressurised Mechanical Ventilation System in Basements (With Supply of Exhaust Blowers)	Per Sq.m	950	29137.39	2,76,80,522
5	Services				
5.1	Internal water supply & sanitary installations	5%	ON BUILDING COST (A)	****	10,42,15,085
5.2	External Electrical Service Connections	2.75%		****	5,73,18,297
5.3	Civil External Service Connections	1.25%		****	2,60,53,771
5.4	Local Body Approvals including tree cutting	1.25%		****	2,60,53,771
5.5	Internal; Electrical Installations	9.00%		****	18,75,87,154
5.6	Power Wiring & Plugs	3.00%		****	6,25,29,051
5.7	Lightening Conductors	0.25%		****	52,10,754
5.8	Telephone Conduits	0.25%		****	52,10,754
6	Third Party Quality Assurance	1%		****	2,08,43,017
7	Lifts				
	Passenger Lifts (8 members) up to G+5	18,00,000		1.00	18,00,000
	Additonal price for additional Floors	8,10,000		1.00	8,10,000
	Service / Goods Lift	41,50,000		1.00	41,50,000
8	Water Tank and Underground Sump	LS			1,00,00,000

Development of IT Tower at Malakpet, Hyderabad, Telangana, India on Joint Development basis



10	Sewage Treatment Plant	LS			45,00,000
12	Development of Site				
12.1	Levelling of Site	Per Sq.m	300	24281.14	72,84,342
12.2	Internal Roads & Paths	Per Sq.m	2040	4500.00	91,80,000
12.3	Sewerlines, Water Supply, Stormwater Drains & Boundary Walls	LS			2,00,00,000
					69,80,14,449
Total Estimated Amount in Rupees				(A) + (B)	2,78,23,16,157

**The above rates are indicative costs only and the assessment of actual costs, however, will have to be made by the Bidders. The actual cost of construction may vary as per Site conditions and on the amenities / utilities the Bidder is going to provide based market study and their cost benefit analysis.

DESIGN BRIEF AND CONCEPT NOTE





DISCLAIMER

The information contained in this Design Brief and Concept Note document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Telangana State Industrial Infrastructure Corporation Limited or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Request for Proposal document and such other terms and conditions subject to which such information is provided.

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Information provided in this Design Brief and Concept Note document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law / design standards. The Telangana State Industrial Infrastructure Corporation Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The Telangana State Industrial Infrastructure Corporation Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Design Brief and Concept Note. While efforts will be made to issue public notice of such amendment/supplement, bidders are advised to follow the Telangana State Industrial Infrastructure Corporation Limited's website (<http://tsiic.telangana.gov.in>) on a regular basis.



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1. SITE LOCATION

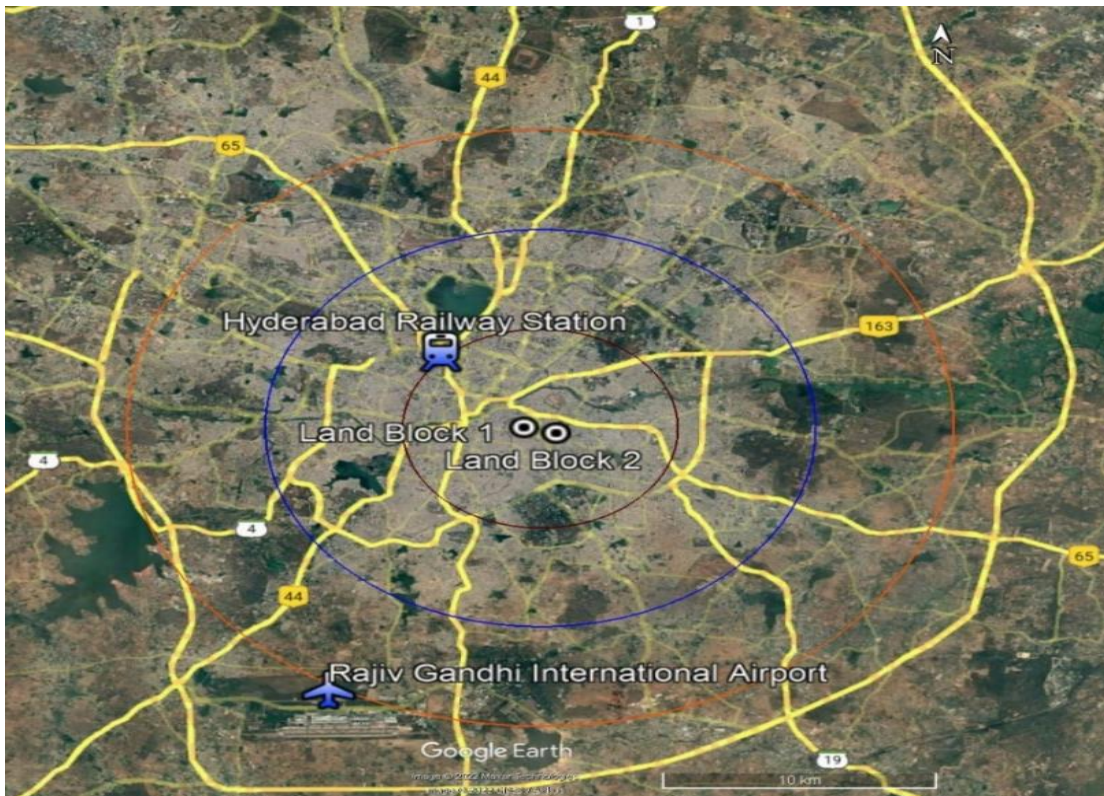





Figure 1: site plan

-  Rajiv Gandhi International Airport: 22.7Km
-  Hyderabad Railway Station: 4.4Km
-  Malakpet Metro Station: Km

LATITUDE - 17°22.185'N
LONGITUDE - 78°30.674'E
ELEVATION - 504 m.

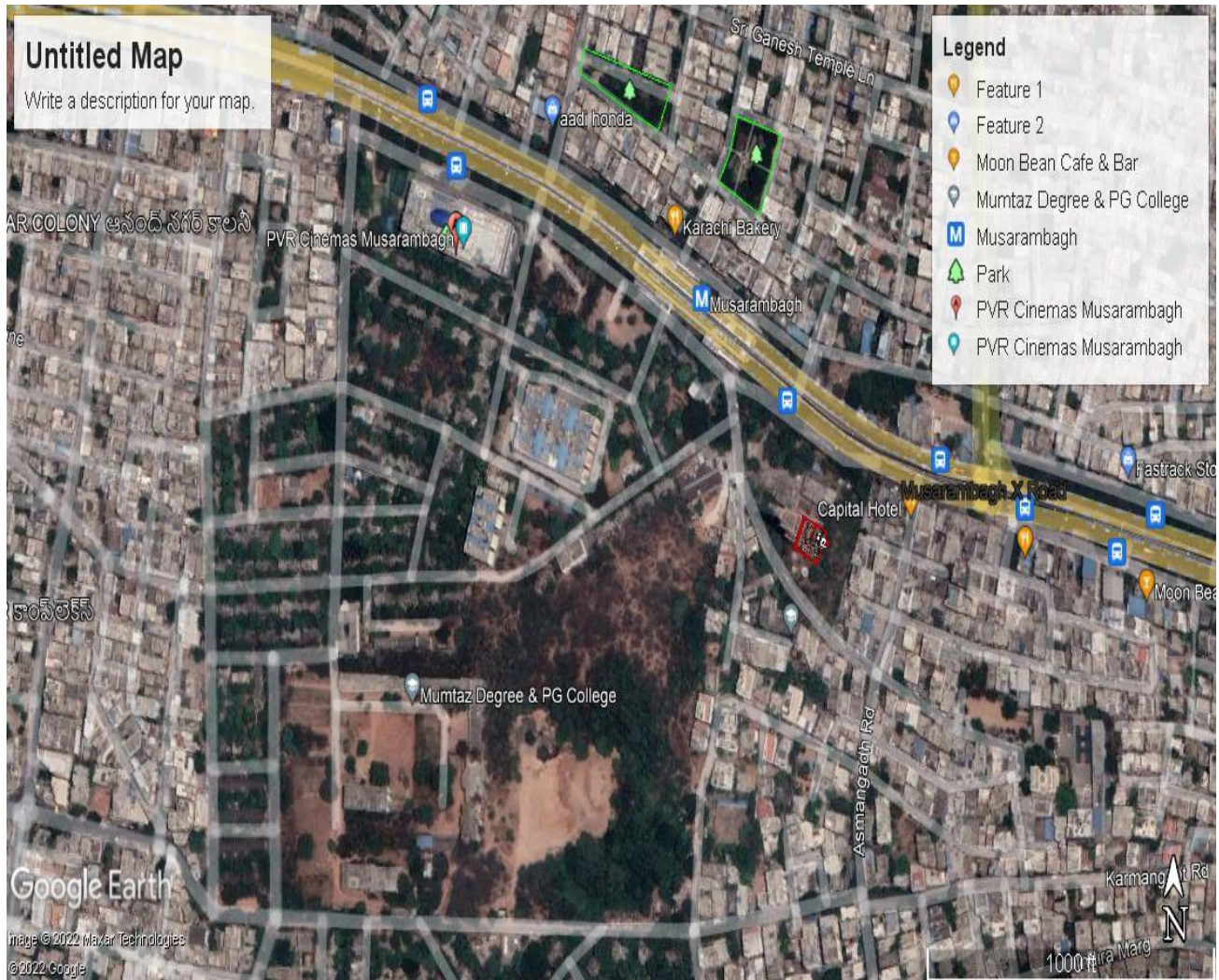


Figure 2: site plan with google map

2. PROJECT CONCEPT:

Currently, the IT industry is largely concentrated in the western corridor of Hyderabad city. It is estimated that about 30% of the IT talent pool resides in Eastern part of the city and commutes to Western IT Corridor on a daily basis. Similarly, a large part of the IT workforce resides in the northern parts of the city. This has led to overall city congestion and increase in commuting time for the IT employees.

Therefore, the Government intends to disperse the IT around the city which will not only decongest the Western Corridor but also reduce the infrastructural burden and makes it convenient for IT workforce to commute to work and reduce the transportation burden. In this backdrop, the

Government had brought Hyderabad GRID (Growth in Dispersion) Guidelines. Accordingly, development of IT Tower is proposed to create a world class infrastructure for the users. Tapping the opportunity with sustainable development approach and come up with walk to work concept without disturbing the ecology and hence a platinum rated or its equivalent green building is planned.

3. DESIGN ASPIRATION

3.1. Concept Design



Figure 3: concept of design



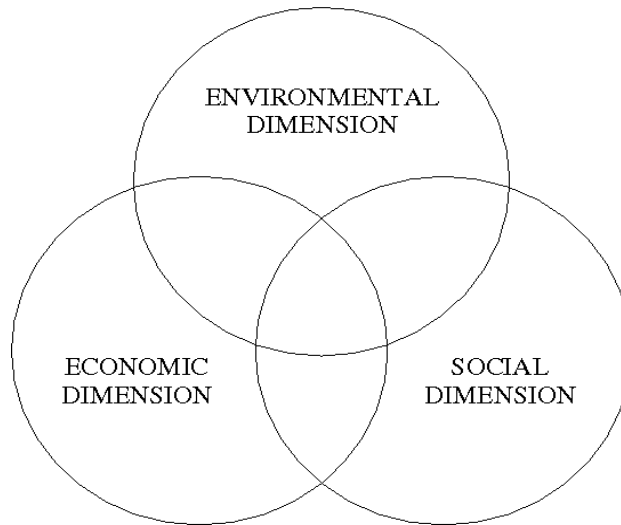
Figure 4:

- To be Innovative, Inspiring and creative workplaces with the latest technology.
- Flexibility and Adaptability and Future proof layouts which can adapt to varied working styles.
- Collaboration Areas- for informal and formal interaction and discussions.
- Wellbeing -Biophilic design, in context to natural elements and promotion of physical activity and functionality.

3. SUSTAINABLE DESIGN CRITERIA



Figure 5:A DESIGN FOR THE PLANET AND THE PEOPLE



- ☞ Prioritizing the user Comfort.
- ☞ Developing an Inclusive Public Realm.
- ☞ Adding Long-term Social Value.
- ☞ Promoting Active Modes of Low / Zero-carbon Transport.
- ☞ Minimizing Demand, Optimizing Operational Efficiency and Generating Energy.
- ☞ Optimizing for Whole-Life and Reducing Performance Gap (between Design Phase and Real Life)
- ☞ Prioritizing Healthy, Low-impact, responsibly sourced and Recyclable Materials.
- ☞ Minimizing Construction Waste and Promoting Re-usability.
- ☞ Recyclability of materials and Building Systems.
- ☞ Building for a 1 in100-year Flood Risk.
- ☞ Managing Surface Water Run-off and Water Pollution.
- ☞ Allowing for Building Systems' Adaptation to Future Demands (for Heating, Cooling and Ventilation)

4. Design Persuasion

In today's rapidly changing work environment, companies have broadened their focus from simple office space for their employees. To be successful, a workplace must be a community where

employees, clients and visitors engage with their surroundings in an environment that represents the company's core values and showcases its brand.

The design of the changing workplace is taking on greater importance as a tool for increasing organizational effectiveness. The most obvious changes in the contemporary workplace are focused on the culture and lifestyle of a new generation of knowledge and workers who are known to avoid traditional forms of work and transportation. They value collaborative modes of work, preferring informal open spaces over cubicles and private offices. Advances in mobile technology have created opportunities to be connected at all times, thus intensifying the focus on merging work and lifestyle. Tuning an office for changing workplace trends requires an understanding of how people and information flow through a contemporary corporate work environment.

Thus, the design should involve the changing workplace trends by merging and synthesizing the comfort of home with the convenience of amenities into a campus feel, compete with outdoor spaces to gather, relax and socialize. Creating informal opportunities for regular encounters which increases opportunities for collaboration and innovation while also reinforcing a sense of community.

Today, the new workplace is not only about collaboration but also about wellness. Access to clean air and daylight, with flexible workstation modules has challenged traditional notions of lease spans and floor plate sizes. Additionally, the building planning must consider that employee productivity also required focused work: collaborative space need to integrate areas for privacy. The dynamic and efficient spaces can provide the framework for optimum productivity. The development of the proposed IT/ITES Tower shall have to take into consideration the different needs of the organizations, and accordingly to be a state of the art destination for growing enterprises.

The IT/ITES Tower shall be a creative and innovative workplace which offers a range of social and informal places of intersection, offering opportunities to exchange ideas, have fun and catch up with colleagues.

The landscape elements shall offer the positive effects of basophilic, which has proven benefits to occupant's wellbeing, as well as enhancing biodiversity.

5. URBAN ECOSYSTEM

Urban ecosystems can no longer be considered as a separate entity to the environment as they have direct and indirect impacts on the immediate and wider environments. Multidisciplinary in nature, urban ecosystem management requires a composite of social, environmental, economic and decision-making tools and institutions that are flexible and can adapt quickly to changes in one or more systems. The urban ecosystem approach encourages the alignment of cities to that of natural ecosystems where resources, process and products are used more effectively, creating less waste, requiring less input and viewing by-products as resources.

Therefore, setting a business destination as part of both an urban environment and the natural landscape is a significant need of holistic development of It Tower.

a. Elements of Consideration-

- AIR
- WATER
- LIGHT
- SOUND
- MATEIALS
- NOURISHMENT
- MOVEMENT AND FUNCTIONALITY
- THERMAL COMFORT
- MIND AND MENTAL HEALTH
- COMMUNITY

6. AMENITIES

6.1. Employee/Visitor Support Spaces:

- ❖ Gallery and art lounge
- ❖ Auditorium
- ❖ Digital/manual Library
- ❖ Aria/common spaces for Informal, multi-purpose recreation and social gathering space
- ❖ Conference rooms
- ❖ Crèche
- ❖ Pantry on individual floor of the building
- ❖ Cafeteria/Dining halls
- ❖ Food and beverages
- ❖ Wellness-Gym/yoga lounge/General Physician clinic
- ❖ Indoor game zones for short breaks to enhance collaboration, recreation and comfort and productivity.
- ❖ Lobby-Central location for building directory, schedules, and general information
- ❖ Communal area
- ❖ Courier pick and drop desk
- ❖ Electric vehicle charging kiosk
- ❖ Arcade
- ❖ Convenience store-kiosk/vending machine
- ❖ Bank/ATM
- ❖ Internal and surface parking areas

6.2. Outdoor Space-

To ensure that outdoor amenities are as impressive as what is provided indoors. An attractive patio or scenic rooftop deck with lots of seating will allow employees to get outside and recharge.

6.3. Security

Safety is an important concern for every occupant company. Offering 24-hour security, a backup power generator allows occupants to feel more comfortable in the building.

6.4. Operation And Maintenance Spaces-

- ❖ Computer/Information Technology (IT) Closets or data processing areas.
- ❖ General Storage: For items such as stationery, equipment, and instructional materials.

6.5. Accessibility-Accessible Parking, Entrances and Routes:

Standards for Accessible Design set minimum requirements—both scoping and technical—for newly designed and constructed or altered public accommodations and commercial facilities to be readily accessible to and usable by individuals with disabilities.

Buildings to have accessible parking, entrances, and accessible routes within the spaces that can accommodate persons with various disabilities, including wheelchairs.

6.6. Aesthetics- Entrance and Facade

To utilize color, pattern, and texture in the building to create an inviting and safe environment. Furnishings, finishes, and artwork should reflect the nature of the work within the building and be well taken care of and provide supportive and comfortable environments. Provide access to views and nature wherever possible to improve the quality of the work environment.

The entrance design must aim to emphasize connections to the city by shaping new openings through the Site. The architectural interventions must connect the surrounding streets to the internal buildings through designed spaces: thresholds from the public realm to the workspace. Encourage some personalizing of space, but eliminate clutter to reduce distractions and work hazards.

When planning the exterior and interiors of an office building, create a building design and spaces that businesses and people want to work with a prevailing excitement, which can result in better productivity. Aesthetics are extremely significant to both morale and productivity within the workplace.

6.7. Technical Connectivity

Technology is an indispensable tool for business and, industry. Technology is driving a variety of changes in the organizational and architectural forms of office buildings, consider the following issues when incorporating it, particularly information technology (IT), into an office:

- ☞ Plan office buildings to have a distributed, robust, and flexible IT infrastructure, which allows technological access in virtually all spaces.
- ☞ During the planning stage, identify all necessary technological systems (e.g., voice/cable/data systems such as audio/visual systems, speaker systems, Internet access, and Local Area Networks [LAN] / Wide-Area Networks [WAN] / Wireless Fidelity [Wi-Fi]), and provide adequate equipment rooms and conduit runs for them.

- ☞ Combine smart building technologies, smartphone apps, and wearable sensors to transform the post-pandemic workplace into much safer spaces. Data can also be captured from these technologies to optimize the spaces and make them more convenient for users.
- ☞ Consider and accommodate wireless technologies, as appropriate.

6.8. WORKPLACE

- ❖ Flexibility and Adaptability- Future proof layouts which can adapt to varied working styles.
- ❖ Innovation- Inspiring and creative workplaces with the latest technology.
- ❖ Collaboration-Areas for informal and formal interaction and discussion.
- ❖ Wellbeing- Biophilic design, views to nature and promotion of physical activity.





Figure 6: work place

7. Material Approach

- Air purifying
- Biocompatible
- No toxic substances
- Recyclable material
- Maintenance free vertical garden

8. INTEGRATED ENVIRONMENTAL DESIGN

8.1. Embodied Carbon Emissions and Material

- Local materials.
- Recycled/up cycled materials.
- Natural/bio-based materials.
- Smart materials.

8.2. DESIGN WELLBIENG

Wellbeing is about how we are (i.e. how we feel) and what we do (i.e. what we are able to do). How the designers will develop design concepts that supports this holistic model of occupant's wellbeing.



Figure 7:concept of wellbeing

8.3. Principles of Design for Wellbeing-

Principle	Description	Wellness Concept	Typical design intervention
Air quality	Ensure the minimization of pollutants	Air	Filtration
Healthy materials	Know what chemicals are present in materials and eliminate harmful products	Materials	Low VOC paints and furniture
Water quality	Ensure the minimization of pollutants	Water	Filtration
Healthy eating	Provide people with information and choices that encourage healthy eating	Nourishment	Provision fruit and vegetables and hence to make it available
Lighting	Create optimum and controllable lighting environment	Light	Anti-glare measures
Acoustics	Reduce exposure to loud volumes and create optimum acoustic environments for working	Sound	Acoustic insulation
Thermal comfort	Create optimum and controllable thermal environment	Thermal	Local control of temperature
Mobility	Provide people with information and choices that encourage greater activity (e.g., standing, walking, cycling and increased physical exertion)	Movement	Prominent and attractive staircase
Inclusive design	Making design usable of all irrespective of their physical and mental needs and capabilities.	Movement /community	Wheelchair access
Mental health	Providing resources for people to cope with the stress of life and develop their mental capacity.	Mind/ community	Access of nature
Social capital	Providing resources for people within the wider community	Community	Flexible space for community use

9. DESIGN CODES AND STANDARDS



Figure 8: Bureau of Indian Standards

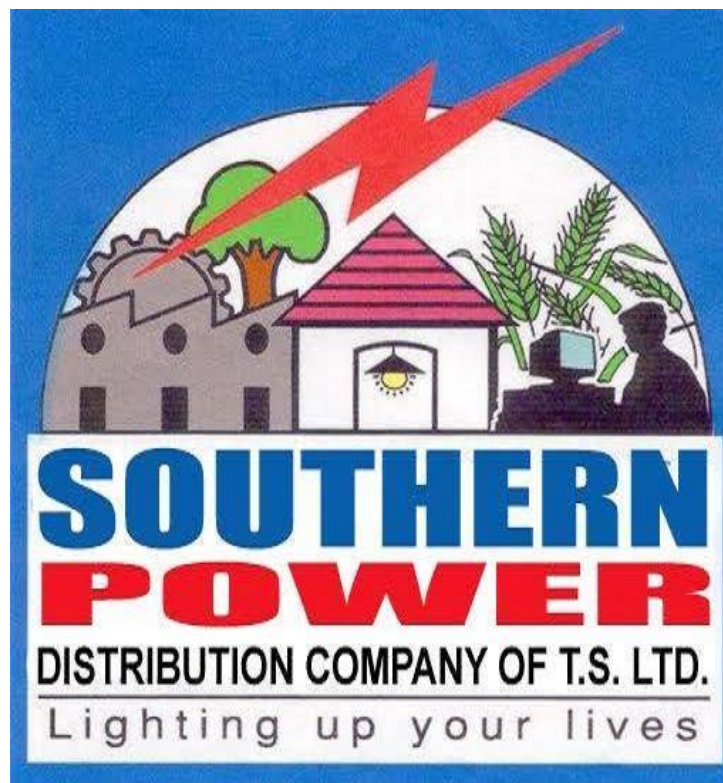


Figure 9: Southern Power Distribution company of T.S.LTD.



MOEFCC Recruitment

Figure 10: Ministry of Environment, Forest and Climate Change



Figure 11: Ministry of Power Government of India



Figure 12: Disaster Response and Fire Services

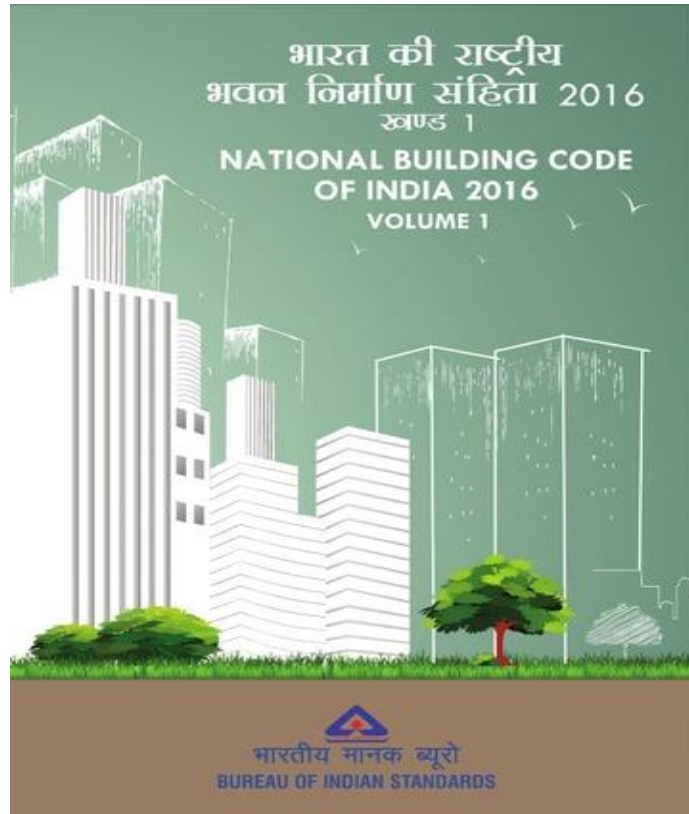


Figure 13: National Building Code, 2016

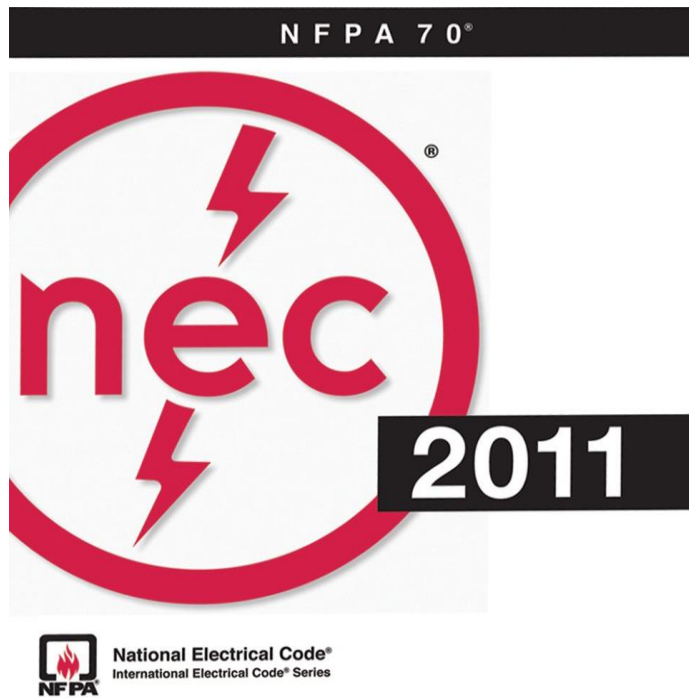


Figure 14: National electrical code 2011



Figure 15: ASHRAE

(American Society of Heating, Refrigerating and Air Conditioning)
The Codes may be applied to suit Indian laws and standards.

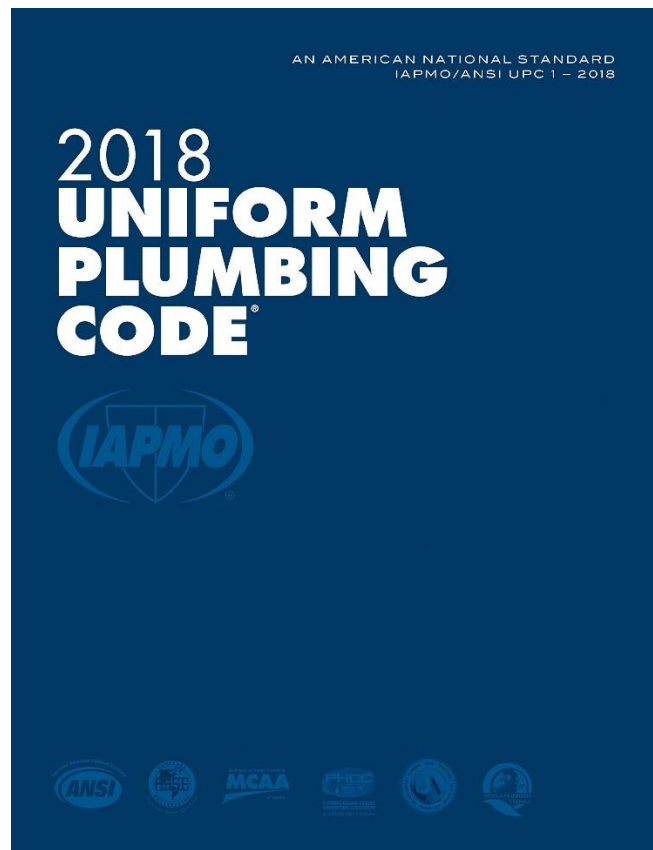


Figure 16: UPC (Uniform Plumbing Code)

The Codes may be applied to suit Indian laws and standards

10. SUSTAINABLE DESIGN APPROACH - Economy through Energy, Water & Waste Efficiency

10.1. Renewable Energy Measures

10.1.1. Solar Panels

- ❖ Solar Panels may be installed to harness the renewable source of energy on the roof.
- ❖ Carbon reduction can be achieved.

10.2. Building Integrated Photovoltaics

- ❖ Building integrated photovoltaics are solar PV panels used on the building facades or surfaces that form a part of the building envelope.
- ❖ The areas that have maximum exposure to the solar radiation could be used for integration of photovoltaics
- ❖ The area of the project having maximum exposure can be used for the same.
- ❖ Solar Tracking Photovoltaics
- ❖ A solar tracking photovoltaic panel has the capability of changing the location of its exposed as per the changing sun path of the location. This greatly improves the utilization of solar radiation.
- ❖ The solar tracking systems are capable of generating 10-15% more energy as compared to conventional systems

11. SUSTAINABILITY OPPORTUNITIES / TARGET WITH PLATINUM GREEN BUILDING STANDARDS

- ❖ Reducing energy consumption >50% based on ASHRAE or equal to Indian standards.
- ❖ Reducing operational carbon emissions = 100%.
- ❖ Reducing embodied carbon emissions >50%.
- ❖ Reducing potable water consumption >80% baseline on LEED criteria.
- ❖ Achieve zero water wasted on site (i.e. all the water on site is recycled and reused with grey and black water recycling strategies/systems).
- ❖ Achieve net zero landscape (i.e. irrigation demand is drastically reduced by draught-resistant plant species, and the irrigation need is supplied by rainwater harvesting + use).
- ❖ Reducing operational waste to zero.
- ❖ Reducing construction waste by 100%.

- ❖ Achieving daylight for 75% of floor areas in all the buildings.
- ❖ Target >50% of all the materials and products selected for the project have recycle content and/or are recyclable, healthy, ethically/sustainability-sourced and/or have Environmental Product Declarations (EPDs) and Health Product Declarations (HPDs).

12. SITE ANALYSIS-

12.1.Site And Climate Analysis:

a. RAINFALL (mm)

- Average annual Rainfall is 810.5 mm
- Average annual Rainy days are 51, Dry days are 278.
- Mean monthly highest rainfall observed in August is 184.6 mm
- Mean monthly lowest rainfall observed in January is 4.0 mm
- Ever recorded Heaviest Rainfall in 24 hours is 258.3 mm in Musheerabad(M) on 14-10-2020.
- SW Monsoon average is 602.9 mm and Rainy days are 38. Dry days are 59.
- NE Monsoon average is 132.0mm and Rainy days are 7.
- Winter average is 9.3mm and Rainy days are 1.
- Summer average is 66.3mm and Rainy days are 5.

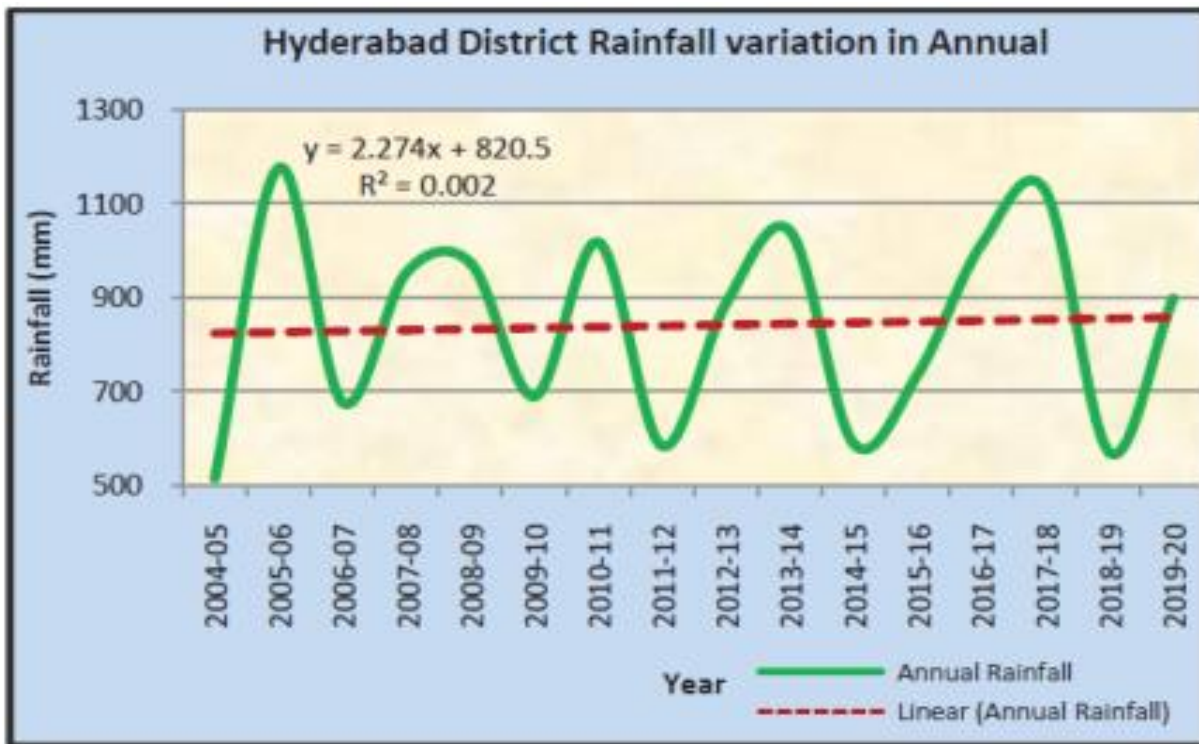


Figure 17: Hyderabad District Rainfall variation in annual

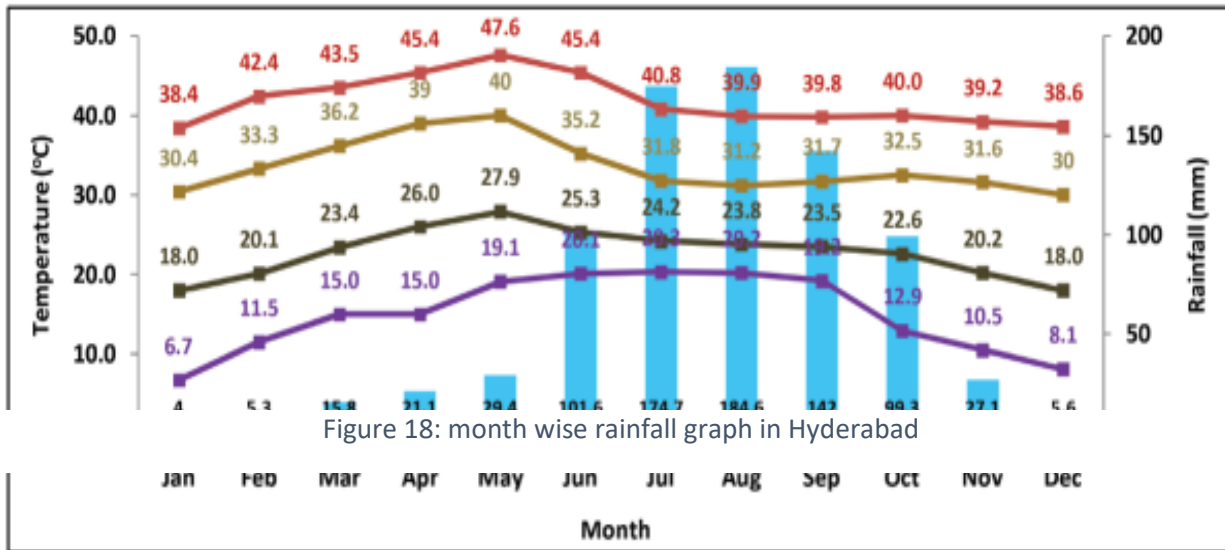


Figure 18: month wise rainfall graph in Hyderabad

Month wise average Rainfall; Temperature - Extreme Maximum, Avg Max, Avg Min, Extreme Minimum

Source: https://tsdps.telangana.gov.in/Weather&Climatology_of_telangana.pdf

Note: A rainy day has been defined as a day with rainfall of 2.5mm or more recorded in 24 hours (08:30 a.m. to 08:30 a.m.). A Dry day has been defined as a day with rainfall less than 0.2mm recorded in 24 hours (08:30 a.m. to 08:30 a.m.)

12.2. Temperature (°C)

	Temperature (°C)			Average Relative Humidity (RH%)			
	Avg. Annual Temp.	Mean Hottest / Coldest Month	Ever Recorded Max/ Min Temp.	SWM	NEM	Winter	Summer
Max	33.8	40.2 in May	47.6 on 22-05-2015 at Musheerabad (M)	84	81	74	64
Min	22.6	17.7 in January	6.7 on 12-01-2015 at Maredpally (M)	58	41	30	25

12.3. Relative Humidity

Annual Values of relative humidity are about 62% to 88% in the morning and 23% to 59% in the afternoon.

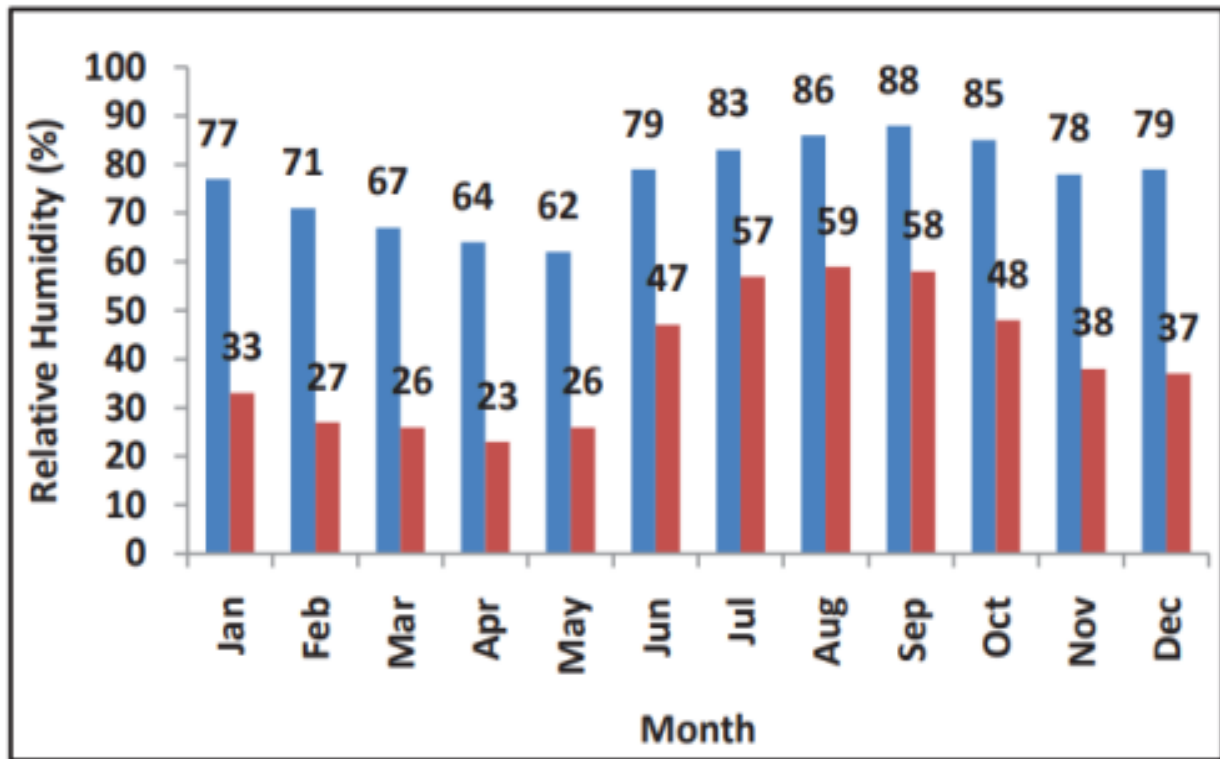


Figure 19: Humidity bar graph in every month in Hyderabad

12.4. Wind

AVERAGE WIND FLOW CHART FOR DIFFERENT TIME PERIOD THROUGHOUT THE YEAR-

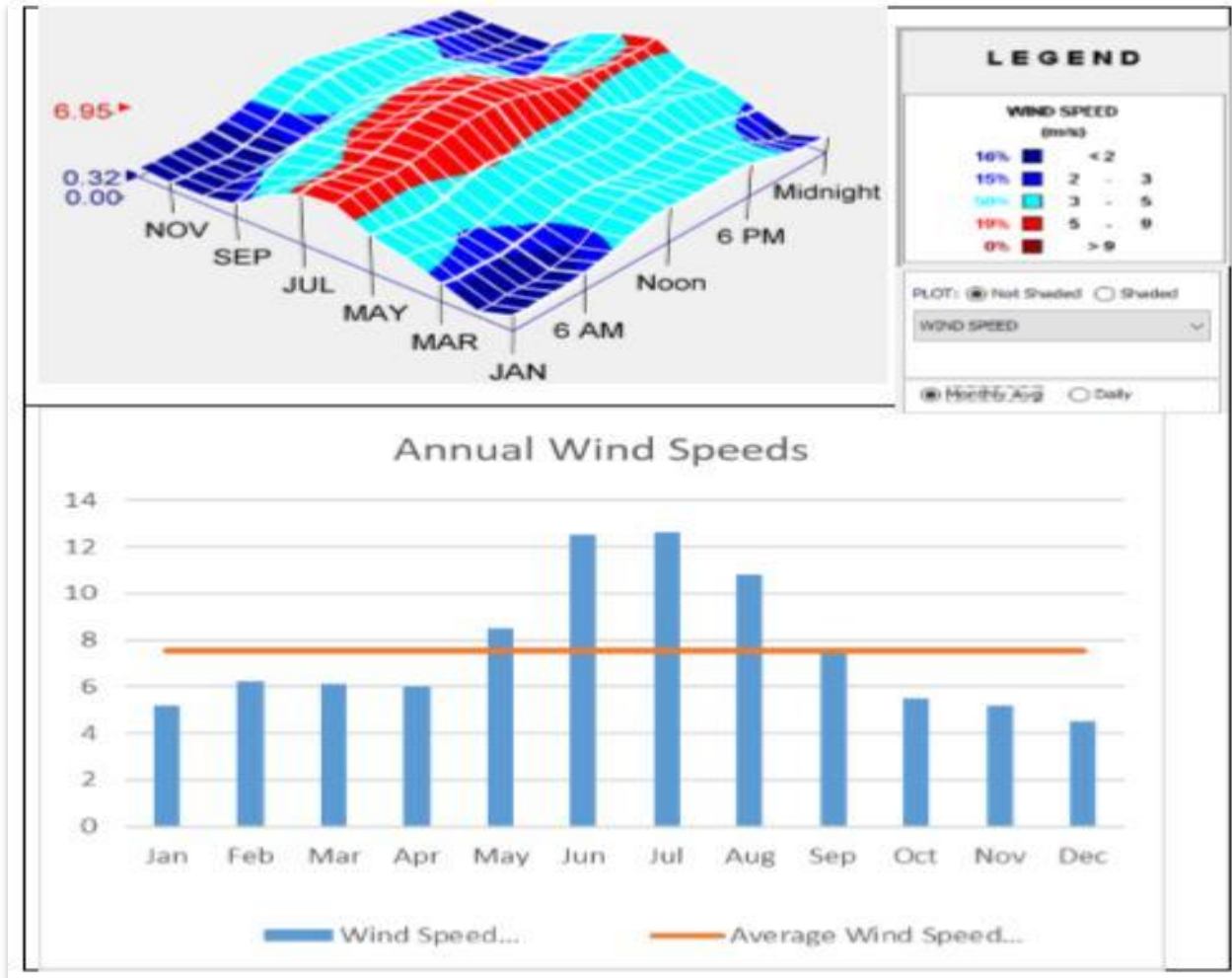


Figure 20:Annual wind speeds

12.5. Air Quality-

The building elements shape the environment that directly impacts the occupant’s experience and overall project economics.

For air quality this means that the systems design affects the pollutant load outside and inside the buildings, which in turn can affect people’s alertness level and their fitness to work.

Action Plan for non-attainment cities in Telangana state

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The details of the Air Quality index during the years 2010-2018

A.	NAMP stations	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Balanagar	100	100	118	129	123	103	125	141	123
2	Uppal	89	97	106	90	99	88	96	112	110
3	Jubilee Hills	52	78	83	72	80	85	103	122	115
4	Paradise	82	99	93	84	113	109	119	115	107
5	Charminar	78	103	107	95	108	109	109	130	113
6	Jeedimetla	97	105	97	92	105	115	113	133	124
B.	SAMP stations	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Abids	97	98	99	81	103	92	100	99	102
2	KBRN Park	51	57	60	74	58	54	58	69	76
3	Langar House	102	99	103	103	91	151	84	96	100
4	Madhapur	74	47	82	88	66	50	74	83	92
5	MGBS	72	66	66	79	69	67	75	95	94
6	Chikkadapally	68	87	87	79	84	81	80	82	92
7	Kukatpally	90	100	111	125	109	115	86	102	114
8	Nacharam	85	86	85	74	94	*	87	97	102
9	Rajendranagar	38	35	43	42	33	51	67	64	65
10	Sainikpuri	59	72	85	108	92	108	80	87	77
11	BPPA	66	61	72	54	68	64	63	68	74
12	Shameerpet	51	59	68	74	79	70	73	73	68
C.	CAAQMS Stations	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Panjugutta	106	99	115	113	111	*	*	*	*
2	University of Hyd	*	*	*	*	71	76	87	95	92
3	Zoopark	61	60	68	73	73	105	131	130	118
4	Sanathnagar	98	115	124	73	*	90	97	111	104
5	Pashamylaram	*	*	*	*				105	113
6	Bollaram	*	*	*	*	*	*	*	122	109
7	ICRISAT	*	*	*	*	*	*	*	101	98

AQI Colour Index & Health

Effects:

GOOD (0 - 50)	Minimal Impact
SATISFACTORY (51- 100)	Minor Breathing Discomfort to Sensitive People
MODERATE (101 - 200)	Breathing discomfort to with Lung & Heart Disease, children and Old adults
POOR (201 - 300)	Breathing discomfort to People on Prolonged Exposure
VERY POOR (301 - 400)	Respiratory Illness to People on Prolonged Exposure
SEVERE > 400	Respiratory Effects on Healthy people

TELANGANA STATE POLLUTION CONTROL BOARD

Figure 21: The details of the Air quality index during the years 2010-2018

Action Plan for non-attainment cities in Telangana state

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Monthly Air Quality Index Values of Hyderabad city from Jan to Dec – 2018

Monthly Air Quality Index Values of Hyderabad city from Jan to Dec - 2018												
Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hyderabad Zone - NAMP Stations												
Balanagar	141	129	127	127	121	107	90	97	123	132	136	148
Uppal	141	126	126	112	107	87	85	82	91	107	122	134
Jubilee Hills	129	124	124	104	116	109	100	101	106	106	135	123
Paradise	130	125	117	106	118	104	83	93	102	96	102	106
Charminar	145	128	117	102	101	106	91	97	111	123	111	129
Jeedimetla	135	141	128	126	126	97	83	105	125	129	154	136
SAAQM stations:												
Abids	126	122	112	99	105	98	90	91	85	100	94	106
KBRN Park	100	90	87	77	79	53	53	51	62	78	86	93
Langahouse	116	128	113	90	97	89	75	84	103	103	100	98
Madhapur	112	100	105	104	97	72	71	68	84	99	91	105
MGBS	102	107	110	89	83	73	75	86	98	100	100	105
Chikkadapally	99	99	96	99	90	81	76	82	94	95	88	108
Kukatpally	144	131	127	120	111	100	83	78	97	125	123	126
Nacharam	115	106	123	113	114	107	88	84	90	101	91	98
Rajedranagar	61	55	60	55	60	68	46	64	72	86	73	93
Sainikpuri	90	85	68	69	74	74	67	71	78	54	99	90
BPPA	88	78	86	62	74	67	53	60	75	77	74	90
Shameerpet	63	75	66	65	57	55	69	68	70	71	83	73
CAAQMS stations:												
HCU	146	106	107	93	93	56	42	41	73	111	112	129
Sanathnagar	229	125	122	83	69	45	33	33	60	86	163	202
Zoopark	217	123	115	97	89	50	44	48	94	157	165	216
Pashamylaram	171	105	105	85	86	68	80	100	100	131	156	173
Bollaram	156	118	129	109	107	80	66	75	93	127	111	136
ICRISAT	152	110	109	89	91	54	43	45	75	121	138	151

Ambient Air quality with respect to SO₂ and NO_x reveals that the air quality of Hyderabad is within the prescribed standards (NAAQS) of 50µg/m³ (annual standard for SO₂) & 40µg/m³ (annual standard for NO_x). With respect to PM₁₀ & PM_{2.5}, Hyderabad is not meeting the national standard (NAAQS) of 60 µg/m³ & 40 µg/m³ (annual Standard).

TELANGANA STATE POLLUTION CONTROL BOARD

Figure 22: Monthly air quality values of Hyderabad city from Jan to Dec--2018

13. SITE CONDITIONS AGAINST CPCB STANDARD-

The annual mean pollution levels for Hyderabad are within the standards prescribed by CPCB. The planning of the project shall be carried out taking this into account and the DG backup shall be provided based on the exhaust emission standards of CPCB.

Also, the direction of the DG exhausts, HVAC units shall be provided taking into account the wind flow patterns to facilitate maximum atmospheric dispersion.

14. CLIMATIC DESIGN PARAMETERS-

The project site has summers as the most dominant weather condition, so the design is aimed at minimizing cooling energy. The location is tropical or closer to the equator which results in minimal seasonal variation in temperature, rainfall and humidity. The latitude of the site is low, hence the solar radiation on the east and west walls is more than the north and south walls. The summers are hot and have a large diurnal range. The humidity is often greater than the normal comfort range and the winters are warm.

15. DESIGN PRIORITIES

- 1) Comfort conditions during summer months
- 2) Minimizing solar heat gain during majority of the year
- 3) Addressing effective cross ventilation
- 4) Minimizing radiant heat sink (via solar conduction)
- 5) Using solar potential due to availability of solar radiation for majority of the year.

16. GUIDANCE

16.1. Guidance – Micro Climate

1. Providing green canopy in open areas to minimize heat island creation
2. Utilizing the westerly wind during summer months of March to June for provision of water bodies and wind catchers to reduce heat island placement, rooftop windmill assembly and openable areas.

16.2. Guidance – Urban Planning

1. Building parallel to prevailing wind, taller variable height blocks force wind down to street level. The massing shall to be carried out based on the comfort levels of wind speeds at the pedestrian or podium level.
2. Urban heat island effect reduced by height, vegetation, colour, high albedo (esp. roof and terrace areas). Also, use of solar panels for energy generation and roof surface shading.

3. Street shading reduces surfaces heating up, shades pedestrians (but should not block breezes considering humid climate).

16.3.Guidance – Building macro form

1. Provision of thin and narrow building plans for maximum daytime ventilation
2. Maximizing building heights to utilize higher wind velocities for harnessing wind energy
3. Providing wide orientated courtyards at 45 degrees to capture hot/humid season winds and cross ventilation buildings.
4. Providing shades and access to breeze to outside spaces

16.4.Guidance – Building micro form

1. Orienting Main spaces towards prevailing winds
2. Breezeway to funnel prevailing winds through the building for cross ventilation and improved comfort.

16.5.Building internal form

1. Providing open plan designs to minimize resistance to air flow
2. Create buffer zones: Where wider temperatures band will be more tolerable during day
3. Consider openable internal walls or walls with openings at high level.

17. CONSTRUCTION

17.1.General

1. High levels of insulation wherever air conditioning is used.
2. Airtightness important (heat gain in air conditioning buildings)
3. Reflective insulation (summer radiant heat control, especially roof and terrace area)
4. Employ lightweight (low mass) construction
5. Lightweight roof, well insulated
6. Heavy structure (protection against tropical storms) as per requirements but with lightweight internal surfaces
7. Thermal mass, heavyweight wall (requires effective night cooling rates, 8 hr time lag).

8. Comfort could possibly be achieved with extensive night vent

17.2.Windows / Openings

1. Providing ventilation openings typically East and West to utilize the summer wind flow
2. The windows provided on east and west side should be provided with shades with openings (inclined shades down to sill level) for prevailing wind
3. Medium openings 25-40% of walls (above sill height, body height but directional airflow, if at high level directional air flow)
4. Not tall but horizontal windows (for effective shading)
5. User control of glare, direct sun and passive ventilation opening

17.3.Shading / Protection

1. Provision of shading to reduce heat gain
2. Using high albedo material for open spaces (high SRI paints and tiles, vegetation)
3. Providing solar PV on rooftop to provide shading in addition to renewable energy from sun

17.4.Ventilation

1. Cross ventilation rate high day and night during high temperatures (low diurnal swing and high RH).
2. Providing Stack ventilation (windless days or nights, most effective on taller buildings)
3. Providing Wind catchers to capture breezes at roof level in dense urban patterns for summer cooling
4. Taller spaces / raked ceilings (stratification ad space for ceiling fans)

17.5.Passive Technology

1. Double skin or fly roof (shading inner surfaces) – heat must be removed by effective ventilation
2. Double skin opaque façade – cooling load reduction especially west facades (shades inner surfaces - heat must be removed by effective ventilation)
3. Lighting shelves (extended inside and outside) improve daylight uniformity and provide solar shading

17.6.Active Technology

1. Ground/water coupling (heat and cool). Air or hydronic based. Depends on ground conditions and building load. Balanced heat / cool load over winter / summer produces the most viable solution. Expert analysis recommended
2. Photovoltaics in the form of monocrystalline or polycrystalline panels or building integrated photovoltaics
3. Providing Windmills on building rooftops for harnessing wind energy

18. HVAC-(HEATING VENTILATION AND AIR CONDITIONING)

18.1.Ventilation

The ventilation design for the project should compromise of the following:-

- ❖ Primary Air systems which provide outdoor air or total conditioning outdoor air to an internal space. The strategy will have to be to minimise air volume flow rates and reduce connected fan loads reducing energy consumption.
- ❖ Secondary air system shall be to provide outdoor unconditioned air to internal spaces and or which extract air from an internal space and discharge to outdoors.
- ❖ Basement Car park ventilation to be provided by the use of a ductless ventilation system with the help of tube axial and jet fans.
- ❖ Emergency ventilation systems to deliver outdoor air free of smoke to an internal space and remove exhaust smoke from an internal space. These systems to be activated in the event of a fire.

18.2.Emergency Ventilation Systems

1. Emergency ventilation means ventilation systems designed for a fire scenario on a typical floor. Emergency ventilation systems are designed to prevent build-up of smoke. These systems will deliver outdoor air to a protected space, pressurising the protected space and assisting to extract smoke from the affected area discharging to external atmosphere. The Smoke extraction would be provided on the fire floor and the lift lobby of the fire floor would be pressurised. All stairwells and lift wells would be pressurised under a fire condition.
2. The Developer is expected to engage a Fire consultant and prepare a report / fire strategy for the proposed building. The following is the proposed basic systems, however, the Developer shall have to comply to the local statutory regulations in this regard:
 - ❖ Stairwell Pressurisation (Air quantity for the entire Stair well)
 - ❖ Lift Well Pressurisation (Air quantity for the entire Lift well)

- ❖ Lift lobby Pressurisation (Air quantity for only fire affected floor lift lobby).
 - ❖ Corridor smoke extraction system (Not mandatory as per NBC but recommended).
 - ❖ Office area smoke extraction system. (Not mandatory as per NBC but recommended).
3. Following areas are considered for smoke extract:
- ❖ Office space at each floor.
 - ❖ Typical floor common corridor.

18.3. Stairwell Pressurisation

1. All the internal stair cases are to be pressurised as per NBC norms. The provision of 0.5 m² opening at each landing of external stair cases to be provided (as per NBC requirement) in consultation with Independent Engineer. One Fan is to be provided for each staircase and the fan will have to operate in a fire condition, and to be located at roof level adjacent to the stairwell.
2. Stair pressurisation to maintain the following conditions:
 - ☞ 50 Pa pressure across all closed doors on the staircase.
 - ☞ An air flow velocity of 0.75 m/sec across 2 open single doors.
3. Stairwells in the building will be pressurised and the stairwell pressurisation fans will be activated by the fire alarm control panel. Pressure relief dampers of a counter weight type will be provided at the top level, to relieve the stairwell of excess pressure with a set point of 50Pa.

18.4. Lift Shaft Pressurisation

1. In a fire scenario, the fire elevator and staircases to be used as a means of escape or by the fire service as a means to fight the fire. Fans have to be provided for the lift shaft and the fans will be activated in a fire situation. The lift shaft will be pressurized to 50 Pascal and the fans will be located at roof level adjacent to the lift shaft.
2. Lift shaft pressurization fans will be activated by an interface with the fire alarm system. Pressure relief dampers of counter weight type will be provided at the top level, to relieve the stairwell of excess pressure (set point 50Pa).

18.5. Smoke Extraction

1. In a fire scenario, the fire motorized smoke and fire damper on the fire floor will have to open and smoke would be exhausted via a smoke extract fan at the roof. The fan is sized to discharge air quantity of 12 AC/H.

18. SITE INFRASTRUCTURE AND MEP DISTRIBUTION-

18.1. Water

The water strategies proposed is to adopt an approach whereby low-cost demand reduction methods are used to minimize demand as far as possible.

18.2. Building Demand Reduction

1. Internal building demand is characterized by sink and toilet usage. Occupant water demand in the office buildings can be minimized through the specification of efficient fixtures and fittings. Faucets: Spray faucets, faucets with passive infra-red sensors or faucets with pressure compensating aerators can be used to reduce the flow rate.
2. Toilets: Low flow systems (siphon or drop valve mechanisms) or dual/interruptible flush toilets can be used.
3. Urinals: Low-flow urinals can use a hydraulic valve system or passive infra-red sensor to reduce water consumption.

18.3. Efficient Distribution

1. The adopting the following measures, water use can be reduced by improving the efficiency of the distribution systems within the building:
 - ☞ Leak Detection: The internal water distribution system would have to include leak detection strategies and water meters to highlight excessive use or unusual usage patterns.
 - ☞ Pipework: Pipework should be lagged to reduce heat gains and losses in the system and hence avoid water losses associated with occupants running water until it achieves the correct temperature.
 - ☞ Cooling systems: Mitigation strategies for a water cooled chiller system include recycling condenser water.
 - ☞ Monitoring controls to reduce blow-down and designing cooling towers so as to reduce wind and evaporation losses.

18.4. Water Recycling

1. Treatment of Blackwater on-site is required as part of the state and national legislation. The following measures shall be implemented to maximize water recycling: Since discharge of Blackwater to the municipal system is limited recycling of this treated water is the most straightforward option to meeting regulation and reducing building potable water demand.
 - ☞ A membrane system following biological oxidation is the preferred treatment system, however, the Developer may adopt any other system that suits best for the Project.

- ☞ It is recommended that harvested rainwater captured from roof areas should be collected and stored for reuse.
- ☞ Condensate recovery from HVAC systems should be combined with the other recycled water systems.

18.5. Water Demand Estimate

Careful consideration and estimation of site irrigation requirements will allow for balancing of non-potable water demand.

18.6. Foul Water Drainage

Foul above ground drainage will be collected by gravity and run to vertical discharge pipes within risers in the core of block, and will then connection to an STP facility. The foul drainage will be treated on site, and the treated water will be then used for the common cooling towers, WC flushing and site wide irrigation, including Green Areas. Soil and ventilating pipework would terminate to atmosphere at terrace level of the building via internal risers.

There shall be overflow connections to the main sewer, but the intention is to treat wastewater on Site as is possible. The Developer shall have to design the system taking into consideration the final invert levels and to work whether a pumped or gravity system (or hybrid approach) would make sense.

18.7. Surface Water Drainage

1. A gravity fed above ground rainwater system would collect run-off from the roof of each building discharging it to the underground rainwater tank. Rodding access will be provided at every third level.
2. The rainwater system would also serve any terraces planter drainage and low-rise canopies.
3. There can be overflow connections to the main sewer, but the intention is to treat wastewater on site as is possible.
4. Pumping stations to be provided for any areas below the level of sewer connections.

18.8. Electrical Supply

Planning is to consider a main utility station on the site. From here landlord sub-stations may be planned for distributed transformers. Local Landlord meter rooms would be provided which would contain LT metered supplies to individual tenants / common area services.

18.9. Telecommunications

IT/Communications intake positions to be provided for the site from the local utilities' providers. Backbone containment systems would be provided to distribute data and communications from the intake positions to central riser positions.

18.10. Public Realm

The provision of external street lighting to be designed by the Lighting Consultant. It is expected this would take the form of up lighting, street column lighting and bollard lighting.

18.11. Location of Plant & Flues

The Generator combustion flue exhausts have to discharge 6 metre above terrace level.

19. FIRE PROTECTION SYSTEM

Various sprinkler systems are as discussed below:

- ☞ Wet Type System
- ☞ Open type sprinkler with Deluge valve.
- ☞ Pre Action-System
- ☞ Water Mist
- ☞ Clean Agent Systems
- ☞ Inergen
- ☞ FM 200
- ☞ Novec 1230
- ☞ Fire Extinguisher system

19.1. Wet Type System

This is by far the most common system available in the Indian market. This is simply a system where the pipes are always full of water. If a fused head is activated then that sprinkler line will discharge immediately through the head.

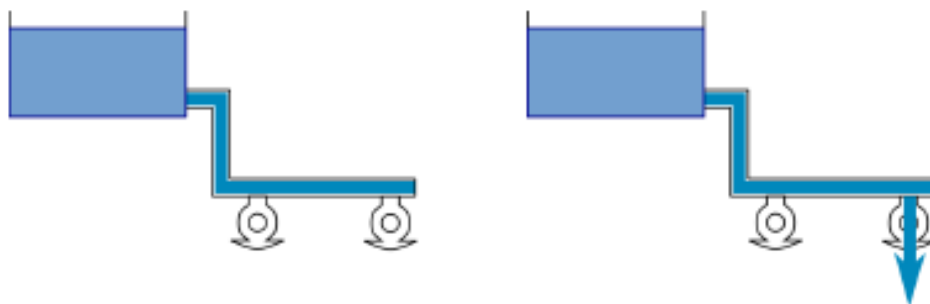


Figure 23: Wet type system

19.2. Open Type of Sprinkler with Deluge valve.

In this case a Deluge valve is installed upstream of the open type sprinklers, the section of the pipe downstream of deluge valve is empty. On a fire scenario from fire alarm system, the electrical panel

will open the deluge valve and allow the water to pass through and will be discharged to the space through the open type sprinklers. A deluge valve type sprinkler may be proposed for water curtain in the basement.

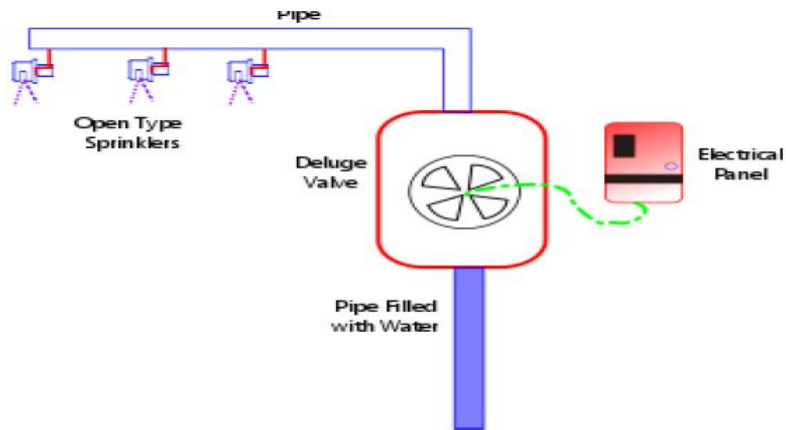


Figure 24:Deluge valve

19.3. Pre Action-Type System

This is a hybrid of both the dry and wet pipe system and links activation to the fire alarm system. In this case the pipes operate a dry type system normally (pre action – no fire). A pre-action valve is inserted in the line which is linked to the fire alarm system.

If a detector in the area signals a fire it actuates the valve flooding the pipe (pre-action – no discharge), in essence it is now a wet pipe system. Now the water is held in the pipe unless and until a sprinkler head activates, when it does the water discharges

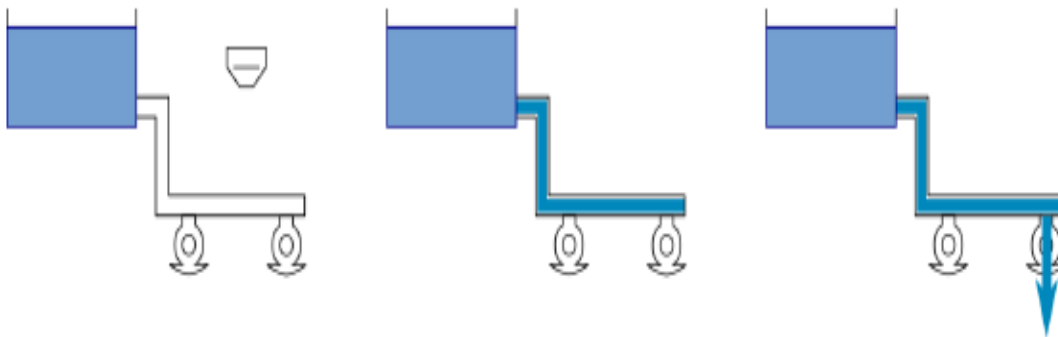


Figure 25: Pre action type system

19.4. Water Mist System

Water is vaporised into fine water droplets (< 20 micros diameter). Water is discharged at relatively high pressure using relatively little water when compared to a conventional sprinkler system (70-80% less). The smaller water droplets have a much better heat absorption capability. This also provides for a type of heat barrier which would protect surrounding objects better than perhaps a traditional system. The actual discharge is controlled by a microprocessor based smoke detection system.



Figure 26: Water Mist System

19.5. Electrical Panel Fire Protection Systems

Electrical fire suppression systems use the patented detection tubing which is installed throughout the enclosure and connected to the cylinder valve. The tubing is then charged with nitrogen and this pressure is utilised to hold back the extinguishant in the cylinder. Should a high temperature or fire occur then the pressurised tubing will burst and the extinguishant will be deployed directly from the burst hole onto the fire. A switch is also added to the system and is held closed by the pressure. Should the tubing burst or the pressure be lost for any reason then the switch will open and this signal can be used to isolate the power and raise an alarm.



Figure 27: Fire protection system

19.6. Clean Agent Systems



Figure 28: Clean agent systems

In case a foam type system is adopted; the following things may be taken into consideration:

- ☞ It must be non-toxic and not harmful to the environment
- ☞ It will have fast response
- ☞ Clean-up after activation should not be overly onerous

In case this system is used, the following shall be kept in mind:

- ☞ Smoke detectors are used in conjunction with the systems and these may be subject to interference from A/C in the space (air movement).
- ☞ This system cannot be used if in case of a plan to have spaces with doors held open (i.e., For an event).
- ☞ TFA to the space can dilute the gas and render the system ineffective.
- ☞ The space must be sealed and cannot be normally open to larger volumes.

19.7. Fire Extinguisher system

ABC type fire extinguisher system consists of a dry chemical powder (Mono Ammonium Phosphate) being stored in cylinders.

These units can be either automatic or a Manual operation. Automatic operation systems are placed in areas where oil content is more than 2000lit. They are also known as heat tracing systems.

20. PLUMBING SYSTEM

20.1. Water Supply System – Grey and Domestic

Municipal water / bore water as the case may be, connection will be given to fire water tanks which then will be over flowed to the domestic water tanks. It is proposed to have minimum 1.5 day storage in the basements with hydro-pneumatic or gravity assisted system for the domestic water supply for the entire development.

The Grey water is a term used to describe non-potable (or non-drinkable water) and has a prime importance in reducing the developments water consumption needs from the Municipal supply. The Developer has to plan to recycle wastewater from the drainage system with a Sewage Treatment Plant (STP) system, remove the contaminants and make it suitable for use for the following:

- ☞ Flushing
- ☞ Landscape and gardening irrigation
- ☞ Cooling tower make up.

The Grey water distribution system will be same as the Domestic water system. The Grey water tank will be fed with treated water from the sewage treatment plant and from Rainwater Harvesting tank (RWH).

21. Solid Waste Management

In envisioning systems dealing with the collection of commercial garbage for a built premises / community / environment, the aim should be to provide speedy and efficient conveyance as an essential objective for design of the system. The various available systems may be employed in accordance with the following guidelines, which could be adopted individually or in combination as appropriate to specific situations.

1. **Refuse collection chamber:** The collection chamber may be located in ground floor or parking level, provided appropriate arrangement is made for (a) drainage of the collection pit by gravity flow to ensure its dryness, (b) an appropriate ramp access is provided for convenient removal of garbage from the collection pit, and (c) satisfactory ventilation for escape of gas and odour. The floor of the chamber would be provided with drainage through a 100 mm diameter trap and screen to prevent any solid matters flowing into the drain and the drain shall be connected to the sewer line. If solid waste collection chambers are provided below STP level, we would require sewage ejection pit at lower basement to collect drainage from the room. This sewage shall be pumped to the STP by sewage ejection pump. The floor would be finished with smooth hard surface for convenient cleaning.

The height of the collection chamber and vertical clearance under the bottom level of garbage chute would be such that the garbage trolley could be conveniently placed. The collection chamber would be provided with appropriate shutter to prevent access of all scavenging animals like the cattle, dogs, cats, rats, etc.

2. **Sorting of garbage:** Before feeding the garbage to compost pits the following objects would need to be removed:
 - i. Inert matters like glass, metals, etc.
 - ii. Chemicals, medicines, batteries of any kind;
 - iii. Polythene and plastic materials; and
 - iv. Any other non-biodegradable material.



These separated items should be handled separately and may be scrapped or recycled etc. as appropriate.

Composting pits could be constructed either under the shade of trees (except Neem tree) or created by sheeting or shade net so as to keep the pits under shade. The pits shall be easily accessed for convenient shifting of garbage from trolleys carrying garbage. Full design guidelines for vermi-composting can be found in the National Building Code of India 2016.