



# **CHHATTISGARH HOSUING AND INFRASTRUCTURE DEVELOPMENT BOARD**

## **Request for Proposal**

**For**

**Selection of Developer for “Redevelopment Project  
on land parcel(s) of total area 0.65 Acres at Chandni  
Chowk, Jagdalpur on license basis”.**

## **RFP Document - Volume 2 (Draft License Agreement)**

**June 2026**

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## Table of Contents

1. DEFINITIONS AND INTERPRETATIONS.....	7
2. SCOPE OF THE PROJECT .....	15
3. CONDITIONS PRECEDENT .....	18
4. CHANGE OF OWNERSHIP AND EQUITY LOCK-IN FOR DEVELOPER.....	22
5. OBLIGATIONS .....	22
6. FINANCIAL CLOSE .....	32
7. CONSIDERATIONS AND INSTALLMENTS .....	33
8. GRANT OF LICENSE .....	35
9. LAUNCH OF DEVELOPMENT WORKS ON CLP.....	37
10. INSURANCE.....	38
11. ACCOUNTS AND AUDIT .....	39
12. DEVELOPMENT OF THE GOVERNMENT FACILITIES .....	40
13. DEPOSITS .....	49
14. APPOINTMENT OF NODAL OFFICER AND APPROVAL OF PLANS .....	52
15. DEVELOPMENT WORKS ON COMPENSATORY LAND PARCEL .....	54
16. LIQUIDATED DAMAGES .....	63
17. LIABILITY AND INDEMNIFICATION.....	65
18. FORCE MAJEURE .....	67
19. EVENT OF DEFAULT, SUBSTITUTION AND TERMINATION .....	70
20. VESTING PROVISIONS ON EXPIRY OR TERMINATION .....	80
21. DISPUTE RESOLUTION .....	82
22. MISCELLANEOUS.....	84
SCHEDULES .....	89
SCHEDULE A – GOVERNMENT FACILITIES PROJECT SITE DETAILS.....	90
SCHEDULE A – ANNEXURE 1 – LOCATION OF THE GOVERNMENT FACILITIES PROJECT SITES.....	91
SCHEDULE B - DETAILS OF GOVERNMENT FACILITIES AND ASSETS.....	95
SCHEDULE B - ANNEXURE 1 – GOVERNMENT FACILITIES AND ASSETS.....	96
SCHEDULE B – ANNEXURE 2– DRAWING FOR GOVERNMENT FACILITIES AND ASSETS .....	97
SCHEDULE B – ANNEXURE 3 – SPECIFICATIONS FOR CONSTRUCTION AND DEVELOPMENT OF GOVERNMENT FACILITIES AND ASSETS.....	105
SCHEDULE B – ANNEXURE 4–GOVERNMENT FACILITIES PROJECT PHASING & MILESTONES.....	117
SCHEDULE B- ANNEXURE 5 – LUMP SUM AMOUNT AND ABSTRACT ESTIMATES FOR GOVERNMENT FACILITIES .....	133
SCHEDULE B- ANNEXURE 6 – SCOPE OF DEFECT LIABILITY PERIOD FOR GOVERNMENT FACILITIES & ASSETS.....	134

SCHEDULE C – COMPENSATORY LAND PARCEL .....	136
SCHEDULE C - ANNEXURE 1 – DETAILS OF COMPENSATORY LAND PARCEL .....	136
SCHEDULE C – ANNEXURE 2 - TENTATIVE SITE PLAN OF COMPENSATORY LAND PARCEL .....	137
SCHEDULE C – ANNEXURE 3 – MINIMUM DEVELOPMENT OBLIGATIONS AND SPECIAL CONDITIONS .....	139
SCHEDULE C – ANNEXURE 4 – CONDITIONS FOR LEASE-DEED IN FAVOUR OF BUYER .....	140
SCHEDULE C – ANNEXURE 5 – SCOPE OF DEFECT LIABILITY PERIOD FOR FACILITIES & ASSETS ON CLP .....	141
SCHEDULE D – PAYMENT SCHEDULE .....	143
SCHEDULE E – APPLICABLE PERMITS .....	145
SCHEDULE F – FORMAT FOR PERFORMANCE SECURITY .....	146
SCHEDULE G – FORMAT FOR VESTING CERTIFICATE .....	150

## DRAFT LICENSE AGREEMENT

This License Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2026 at \_\_\_\_\_, Chhattisgarh (along with all Articles contained therein, various Clauses, and all attached Annexures, Schedules, Exhibits and instruments supplemental to or amendments or modifications in accordance with the provisions of this License Agreement, hereinafter referred to as "**License Agreement**" or "**Agreement**")

### BY AND AMONG

Chhattisgarh Housing and Infrastructure Development Board, a body established and constituted under the Chhattisgarh Housing and Infrastructure Development Board Act 1972, having its office at \_\_\_\_\_ acting through its Land Ownership Rights, (hereinafter referred to as "**CGHIDB**", which expression shall include its executors, administrators, representatives, nominees, successors and permitted assigns) of the First Part

### AND

M/s \_\_\_\_\_, a <sup>1</sup>Special Purpose Vehicle incorporated under the Indian Companies Act, 2013 and having its registered office at \_\_\_\_\_, [details of the Special Purpose Vehicle incorporated by the Selected Bidder, if any] (hereinafter referred to as "**DEVELOPER**" or "**LICENSEE**", which expression shall, where context so admits, be deemed to include its representatives, nominees, successor or successors and permitted assign or assigns) of the **Second Party**;

**CGHIDB and DEVELOPER** are, where the context demands, individually referred to as "**Party**" and collectively as "**Parties**" WHEREAS

- A. **CGHIDB** is an undertaking of the Government of Chhattisgarh established under the provisions of Chhattisgarh Housing and Infrastructure Development Board Act, 1972.
- B. **CGHIDB** being implementing agency has prepared RFP for "**Selection of Developer for Redevelopment Project on land parcel(s) of total area 0.65 Acres at Chandni Chowk, Jagdalpur on license basis**" under Redevelopment Policy of GoCG (hereinafter referred to as "**Project**"). The project comprises of development of Redevelopment Project on Compensatory Land Parcel and Construction and Development of **48 nos. of H-type quarters** and Infrastructure Development (referred to as "**Government Facilities**").
- C. The Project envisages **CGHIDB owned** land admeasuring **0.65 Acres at Chandni Chowk, Jagdalpur (C.G.)** (referred to as "**Compensatory Land Parcel**" or "**Redevelopment Land**") is proposed for Permissible Development Works and Assets

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<sup>1</sup> incorporation of SPV is not mandatory.

**on License basis** (hereinafter referred to as “**Redevelopment Project**”).

- D. GOCG/CGHIDB is absolute Owner of the Project Sites for Government Facilities at Revenue office, Jagdalpur campus in front of Danteshwari girls college of area approximate 2630.0 sqm and CLP as mentioned in recital C (collectively referred to as “Project Sites”).
- E. Project Sites are particularly described, detailed and delineated in the **Schedule A Annexure 1 & 2 and Schedule C, Annexure 1 of this Agreement**.
- F. **GoCG** intends to develop the **Project** with private sector participation, where the selected Developer will carry out construction and development of Government Facilities. In return the selected developer upon payment of Development Premium, will be provided with "Development rights" on the CLP to design, construct, develop, operate, maintain and manage the Development works and Assets thereon and to earn considerations from the disposal /sale of the constructed built-up area in accordance with provisions of this Agreement herein and rules and regulations as applicable.
- G. The abovementioned "Development rights" will be provided to the selected Developer on Payment of Premium quoted by the selected Developer (hereinafter referred to as “**Development Premium**” or “**Premium**”). The Premium is proposed to be paid by the selected developer partly in kind in the form of Construction, Development, Handing over and Transfer of completed Government Facilities together with required building services, site infrastructure & utilities including required Open spaces for all the Project Sites to **CGHIDB** as applicable and partly in the Monetary Terms (hereinafter referred to as “**Monetary Payment of Premium**”) as per the payment schedule prescribed in **Schedule D** of this Agreement. The Total Cost of Government Facilities while being considered as Payment of Premium in the form of Kind shall be evaluated as defined in scheduled B, Annexure 3.
- H. **CGHIDB** therefore invited Bids under a single stage two covers competitive bidding process, through the **RFP No-----dated -----for the Selection of Developer for “Redevelopment Project on land parcel(s) of total area 0.65 Acres at Chandni chowk, Jagdalpur on license basis”** (herein after referred to as “**RFP Document**”).
- I. After evaluating the received Bids, the Bid submitted by **Selected Bider** vide letter no. \_\_\_\_\_dated, with a Quote of Premium of Rs.\_\_\_\_ **[in figures and Words]**, for above mentioned Development rights on the CLP was Highest Financial Bid Offered and accordingly **Selected Bidder** was adjudged to have submitted the Highest Financial Bid of **Premium**.
- J. In continuation **CGHIDB** issued **Letter of Acceptance** No dated \_\_\_\_\_ (“**LoA**”) to the **Selected Bidder** for the Project, requiring the **Selected Bidder** to interalia, incorporate the Special Purpose Vehicle (**SPV**, hereinafter referred to as “**Developer**”), as

- per the terms of RFP Document, pay the **1<sup>st</sup> Installment of Monetary Payment of Premium** and annual License Fee and furnish the **Performance Security** in the form of Bank Guarantee/FDR/DD as per the terms of RFP Document.
- K. The **Selected Bidder** may incorporate the **Special Purpose Vehicle (SPV)**, hereinafter referred to as "**Developer**") for the purpose of the implementation of the Project, which has been duly incorporated under the Indian Companies Act, 2013. The **Selected Bidder** by its letter dated (Date XX), has requested **CGHIDB** 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 License Agreement pursuant to the LoA for implementation of the Project.
- L. The Developer has further represented to the effect that it has been promoted by the Selected Bidder as per the terms of RFP Document for the purposes hereof.
- M. **CGHIDB** in response to the said request of **Selected Bidder/Developer** has accepted the Developer as entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/consortium including the obligation to enter into this License Agreement pursuant to the LoA.
- N. **CGHIDB** confirms having received from the **Developer** an amount of Rs \_\_\_\_\_ **[in figures and Words]**, as **1<sup>st</sup> Installment of the Monetary Payment of Premium** through NEFT/RTGS/DD No \_\_\_\_\_ dated \_\_\_\_\_ and annual License Fee at the rate of 0.25% of Development Premium, payable at Raipur, amounting to INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) vide Demand Draft No. \_\_\_\_\_, drawn in favor of CGHIDB payable at, \_\_\_\_\_, Chhattisgarh and amount of Rs \_\_\_\_\_ **[in figures and Words]**, as **Performance Security** in the form of Bank Guarantee/FDR/DD No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_, within the prescribed time limit of **45 days** from the date of issue of **LoA as pre-condition to signing of this Agreement**.
- O. **CGHIDB** has agreed to the said request of **Selected Bidder/Developer** and has accordingly agreed to enter into the **License Agreement with the Developer** pursuant to the **LoA**.
- P. The **Developer** has agreed to pay the outstanding balance **Premium** of Rs. \_\_\_\_\_ **[in figures and Words]**, partly in Monetary terms as per the payment terms in **Schedule D** of this Agreement and partly in Kind by carrying out the Construction and Development of the **Government Facilities** as per the Terms and Conditions of this agreement and as per the Project phasing milestones provided in **Schedule B Annexure 4** of this Agreement.
- Q. The Developer has paid the Stamp Duties of Rs. \_\_\_\_\_ **[in figures and Words]**, Registration Fees of Rs. \_\_\_\_\_ **[in figures and words]**, and Other Charge [to be

specified], of Rs. \_\_\_\_\_[in figures and Words], for the purpose of Registration of this Agreement.

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

## **1. Definitions and Interpretations**

### **1.1 Definitions**

In general, for understanding and interpreting the various terms occurring in this License Agreement (including the recitals above and the Schedules and Exhibits and Annexure etc. hereto), the definitions and meanings as stated in the applicable Development Plan and/or Chhattisgarh Bhumi Vikas Niyam 1984 and/or National Building Code and/or any other relevant and Applicable Laws with latest Amendments and/or Revisions, shall be followed, except where the context otherwise requires.

- 1.1.1. "Applicable Law"** means all laws, byelaws, rules, regulations, ordinances, policies etc. In effect on the date of the execution of this License Agreement, which are relevant to the Project.
- 1.1.2. "Appointed Date"** means the date on which the Parties may by mutual consent determine and shall be deemed to be the date of commencement of the Construction Period. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be.
- 1.1.3. "Arbitral Tribunal"** shall have the meaning ascribed to the term in Clause 21.5.1.
- 1.1.4. "Assets"** in respect of the CLP, shall mean the assets legally permitted as per the permissible development rights including but not limited to Schedule C, Annexure 2 and 3 of this Agreement, developed in accordance with sanctioned layouts/building plans on/under/above the CLP, and in respect of the Project Site shall mean Government Facilities and Assets as described more particularly in Schedule B, Annexure 1 & 2 of this Agreement.
- 1.1.5. "Business Day"** shall mean any day in the calendar year except Sunday and/or Gazette / Restricted holidays declared by the GoCG/Local Administration.
- 1.1.6. "Buyer"** shall mean the Allotee/User, shall mean any third party with whom Developer enter into an agreement for sale of superstructure to achieve the minimum development obligations and special conditions with the purpose to earn the



considerations.

- 1.1.7. “License Agreement” or “Agreement”** shall mean the Agreement entered into among the Chhattisgarh Housing and Infrastructure Development Board and Developer (SPV).
- 1.1.8. “Compensatory Land Parcel (CLP)”** means the Government Land admeasuring 0.65 acres (insert detail of CLP/s), which is part of redevelopment site to be given to the developer on development rights on License Basis in accordance with the terms and conditions of this Agreement for Compensatory Land Parcel.
- 1.1.9. “Conditions Precedent”** shall have the meaning ascribed to it in Article 3.
- 1.1.10. “Construction Completion Date”** shall be date occurring 18 Months from the Appointed Date for the Government Facilities by which the completion of construction & development of the Government Facilities and Assets is required to be achieved by the developer.
- 1.1.11. Contractor/s:** Means a Person with whom the Developer has entered into/may enter into an agreement, requiring such person to tender any service pertaining to the Project;
- 1.1.12. “Completion Certificate for CLP”:** Means the certificate as may be issued by CGHIDB, its representative or any agency appointed by CGHIDB for the purpose to the Developer in accordance with the conditions hereof, confirming the completion of the Project by the Developer consistent with the terms hereof;
- 1.1.13. “Completion Date”:** Means, the date of completion of the Project as mentioned in the Completion Certificate issued by CGHIDB.
- 1.1.14. “Construction Period”** shall mean period from the Appointed Date of this agreement up to Construction Completion Date in case of Construction and Development of the Government Facilities and Assets.
- 1.1.15. “Defects Liability Period”** shall be period of 5 (Five) years from the satisfactory handover & transfer of the completed Government Facilities and Development on CLP including respective assets and facilities there under to CGHIDB as applicable and scope of the defects liability period.
- 1.1.16. “Design and approved Drawings”** shall mean the design and approved Drawings of Government Facilities and Assets provided to the Developer in the Schedule B, Annexure 2 of this Agreement
- 1.1.17. “Development Plan”** shall mean the applicable Development Plan, including all its revisions, amendments and addendums etc.
- 1.1.18. “Development Works on the Redevelopment Land Parcel”** shall mean the permissible development works including all Assets & Facilities legally permitted as per the permissible development (described more particularly in Schedule C, Annexure 2 and 3 of this Agreement), approved layout plan and building plan over



the Redevelopment Land Parcel, provided to the Developer by CGHIDB on Development rights as per the terms of this Agreement for CLP.

- 1.1.19. “Effective Date”** shall mean the date on which the Parties hereto have executed this License Agreement.
- 1.1.20. “Encumbrances”** means any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, encroachment or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “encumber” shall be construed accordingly.
- 1.1.21. “Estimated Cost of Government Facilities”** shall mean the total cost of building constructions and development of Government facilities (including Assets & Facilities described more particularly in Schedule B, Annexure 1 of this Agreement) i.e. Rs. 4.33 Crore as per the approved Drawings (provided in Schedule B, Annexure 2 of this Agreement), Technical specifications & Special Terms and Conditions (provided in Schedule B, Annexure 3 of this Agreement), Lumpsum Amount and Abstract Estimates (provided in Schedule B, Annexure 5 of this Agreement) and other Terms and Conditions of the RFP Document and this Agreement.
- 1.1.22. “Facilities and Utilities”** means facilities and utilities required for/in the Government Facilities (described more particularly in Schedule B, Annexure 1 & Annexure 2 of this Agreement) and Development Works and Assets on CLP (in accordance with sanctioned layouts/building plans) inter alia the required/mandatory building services, site infrastructure and utilities (such as Roads / Streets / Walkways, Storm Water Drainage, Water Supply, Sewerage Network & Treatment, Power Supply, Telecommunication, Parking, Solid Waste management, Firefighting etc.), green buffer and required/mandatory open spaces in both the project site and CLP , which are to be constructed and developed in accordance with sanctioned layouts/building plans and as per the terms of this Agreement.
- 1.1.23. “Final Payment Certificate”** shall have meaning set forth in the Clause 7.2.2, 7.3.
- 1.1.24. “Final Completion and hand over Certificate for Government Facilities”** shall have meaning set forth in the Clause 12.17
- 1.1.25. “Financial Close”** means the date on which the Financing Agreements providing for funding by the Lenders have become effective and the Developer has immediate access to the drawl of such funding under the Financing Agreements.
- 1.1.26. “Financial Model”** means the financial model, prepared by the Developer and approved/adopted by the Lenders for entering into the Financing Agreement with the Developer, setting forth the capital costs of the Project, the mode of financing of such costs, revenues from the Project and the Equity IRR on the basis of which financial viability of the Project has been determined by the Lenders, and includes a

description of the assumptions and parameters used for making calculations and projections therein.

- 1.1.27. “Financial Package”** means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt and Equity support, if any.
- 1.1.28. “Financing Agreements”** means the agreements executed by the Developer in respect of financial assistance to be provided by Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to financing of the Project. However, no part / right in relation to Government facilities, CLP (including superstructure on CLP) and assets granted to the Developer shall be mortgaged or assigned or licensed, or otherwise transferred to any secured creditor / lender / group of lenders in any manner whatsoever.
- 1.1.29. “Development Rights on CLP”** shall mean complete development right on CLP from the execution of this agreement as per the provisions of Article 8 of this Agreement.
- 1.1.30. “Good Industry Practice”** means the practices, methods, techniques, designs, applicable codes and standards, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled, prudent and experienced person engaged in the same type of undertaking as envisaged under this License Agreement and which would be expected to result in the timely and successful performance of its obligations by the Developer, in accordance with this License Agreement, Applicable laws and Applicable Permits in a reliable, safe, economical and efficient manner.
- 1.1.31. Government Authority”** shall mean the Government of India, the Government of Chhattisgarh, and any other Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal, Corporations or Court or other Law, Rule or Regulation making Entity having or purporting to have Jurisdiction on behalf of the Republic of India, including any Government Authority having jurisdiction over the Project.
- 1.1.32. “Government Facilities”** shall mean office buildings blocks and staff residential blocks and Other Common Infrastructure being developed on Project Site along with all required building services, site infrastructure & utilities, green buffer and open spaces in the Project Site (described more particularly in Schedule B, Annexure 1 and 2 of this Agreement). The Government Facilities along with respective Assets and Facilities shall be handed over and transferred after satisfactory completion to CGHIDB/Respective Department as applicable by Handover & Transfer Date. The construction and development of Government facilities shall be done by the developer as per the approved Drawings, Technical Specifications & Special Terms

and Conditions, Bill of quantities provided in (provided in Schedule B, Annexure 2, 3 & 5 of this Agreement), as per the instructions provided time to time by CGHIDB /Project Consultants and other Terms & Conditions of the RFP Document and this Agreement.

- 1.1.33. “Grace Period”** shall mean as defined clause 16.3.1
- 1.1.34. “Handover & Transfer Date”** shall be date occurring 3 (Three) Months from the Construction Completion Date of the Government Facilities by which the Developer shall hand- over defect free completed Government Facilities along with the respective Assets, Facilities & Utilities to CGHIDB, as applicable.
- 1.1.35. “Launch of Project”** shall mean, applying for RERA approval/executing agreement with any third party to earn considerations from the Redevelopment Project/Advertising and marketing of the redevelopment Project.
- 1.1.36. “Lenders”** means Financial Institutions, Banks, Multilateral Funding Agencies, and similar bodies undertaking lending business or their Trustees/Agents including their Successors and Assignees, who have Agreed to Guarantee or provide Finance to the Developer under any Financing Agreements for meeting the costs of the Project.
- 1.1.37. “Lender’s Representative”** shall refer to mean the person duly authorized by the Lenders to act for and on behalf of the Lenders with regards to matter arising out of and in relation to this License Agreement, and includes his Successors, Assigns and Nominees.
- 1.1.38. “CGPWD SOR”** shall mean the Chhattisgarh Public works department Schedule of Rates (SOR) 2015 for building work and CGPWD SOR 2025.
- 1.1.39. “Part Completion Certificate for Government Facilities”** shall have meaning set forth in the Clause 12.17
- 1.1.40. “Performance Security”** shall have the meaning set forth in Article 13.1.
- 1.1.41. “Permits”** means without any limitation, all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, exemptions, sanctions, rulings, renewals and no objections required to be obtained from any Governmental Authority or any other Authority and/or maintained under Applicable Laws in connection with or related to the performance of this License Agreement including the Environment, Forests, Airports etc. related permits.
- 1.1.42. “Permissible Development”** – in context of the Development works on the CLP the permissible development shall be with specific reference to the Land Use, FAR etc. (as set forth in detail in Schedule C, Annexure 2 & 3 of this Agreement). Generally, the zoning and development regulations, building bye laws as stated and specified in the applicable Development Plan, jointly read with Chhattisgarh Bhumi Vikas Niyam 1984 and any other relevant and applicable laws with latest amendments/revisions, shall be applicable for the development on the CLP, unless specifically provided for in this Agreement.

- 1.1.43. “Premium” or “Bid Value”** shall mean the Premium quoted by the Selected Bidder/Developer for Development rights on License basis for the CLP to design, construct, develop, operate, maintain, manage and earn considerations from Development works and assets on the CLP as per the provisions of RFP document, this Agreement. The Offered Premium or Bid Value has been, specifically mentioned in the recitals herein this Agreement.
- 1.1.44. “Project”** shall collectively refer to mean Construction of (project detail) under Redevelopment policy of GoCG including respective Assets and Facilities in all project sites, with provision of Development rights on CLP in the favour of selected developer and Permissible Development works on the Government Facilities sites by the selected Developer.
- 1.1.45. “Project Consultant”** shall mean Technical Consultant appointed by CGHIDB who shall on behalf of the CGHIDB, review, monitor and render any services during the construction period of the Government Facilities, as and when required by CGHIDB.
- 1.1.46. Deleted**
- 1.1.47. “Project Sites”** shall mean the land parcel(s) provided in the Schedule A Annexure 1 & 2 and Schedule C, Annexure 1 of this Agreement.
- 1.1.48. “Provisional Payment Certificate”** shall have meaning set forth in the Clause 7.2.2.
- 1.1.49. “Request for Proposal Documents or RFP Document”** shall mean the documents comprising Volume 1, Volume 2, Volume 3 and Sections there under issued to the Bidders including Selected Bidder for the Bidding for this Project.
- 1.1.50. “Security Deposit for Defects Liability Period of Government Facilities”** shall have the meaning set forth in Article 13.2.
- 1.1.51. “Taxes and Duties”** shall mean all taxes, duties, fees etc. including GST (if applicable) etc. payable by the Developer as per applicable laws in India in connection with the Project and Developers obligations and due diligence as per the Terms of RFP document and this Agreement.
- 1.1.52. “Technical Specifications”** shall mean the Technical Specifications, Special Terms and Conditions for the construction and development of Government facilities and Assets set out in Schedule B, Annexure 3 of this Agreement.
- 1.1.53. “Year”** shall mean one calendar year of the Gregorian calendar.

## **1.2 Interpretation**

In this Agreement unless the context requires otherwise: -

- 1.2.1** Any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision, along with all its amendments, revisions, modifications, re-enactments, or consolidations.
- 1.2.2** Any word or expression defined in the singular shall have a corresponding meaning

if used in the plural and vice versa. A reference to any gender includes the other gender.

- 1.2.3** A reference to any Document, Agreement, Deed or other instrument (including, without limitation, references to this License Agreement), means a reference to such Document, Agreement, Deed or other instrument and to all Annexure/Schedules and parts attached or relatable thereto, all of which shall form an integral part of such Document, Agreement, Deed or other instrument, as the case maybe.
- 1.2.4** A reference to any Statutory Body or Authority includes a reference to any successor as to such of its functions as are relevant in the context in which the Statutory Body or Authority was referred to.
- 1.2.5** The words, include’ and ‘including’ are to be construed without limitation. The terms ‘herein’, ‘hereof’, ‘hereto’, ‘hereunder’ and words of similar purport refer to this License Agreement as a whole.
- 1.2.6** In this License Agreement, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be/used to interpret the provisions of this License Agreement.
- 1.2.7** Where in this License Agreement, provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, such notice, consent, approval, and certificates of determination shall be in writing.
- 1.2.8** Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 1.2.9** A right conferred by this License Agreement to do any act or thing shall be capable of being exercised from time to time.
- 1.2.10** The rule of interpretation which requires that an agreement be interpreted against the person or Party drafting it shall have no application in the case of this License Agreement.
- 1.2.11** If any provision in this **Article 1** is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this License Agreement.
- 1.2.12** Any reference to ‘Day’ shall mean a reference to a Gregorian Calendar Day, any reference to ‘Month’ shall mean a reference to amount of the Gregorian calendar.
- 1.2.13** Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates
- 1.2.14** References to a person/body/organization or to a word importing the same, shall be construed so as to include: -
- a) Individual, Firm, Partnership, Trust, Joint Venture, Company, Corporation,

Body Corporate, Unincorporated Body, Association, Organization, any Government, or State or any Agency of a Government or State, or any Local or Municipal Authority or other Government Authority (whether or not in each case having separate legal personality);

- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this License Agreement.
- c) References to a person's representatives shall be to its officers, personnel, legal or other professional advisers, subcontractors, agents, attorneys and other duly authorized representatives

**1.2.15** The terms and expressions elsewhere defined in this License Agreement shall have the meanings as described therein

**1.2.16** In this License Agreement, in case of any explanations, expansions of terms, definitions, scope etc. of any term, clause, activity, stage, phase etc. have been stated at more than one place, it shall not be interpreted to be in conflict with each other, rather a interpret the same.

**1.2.17** This License Agreement, and all other Agreements including RFP, its Corrigendum/Addendum and Documents forming part of this License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this License Agreement, the priority of this License Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- a) This License Agreement; and
- b) All other agreements and documents forming part hereof  
i.e. this License Agreement at (a) hereinabove shall prevail over the agreements and documents at (b) hereinabove.

### **1.3 Priority of contract documents and errors/discrepancies**

**1.3.1** The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instructions to the Developer. The priority of the documents shall be as follows.

- a) This Agreement (including its Schedules),
- b) All other agreements and documents forming part hereof or referred to herein.
- c) The LOA issued to the selected Bidder.
- d) Written addenda/ corrigendum to the RFP.
- e) RFP

**1.3.2** Subject to the provisions of Clause 1.3.1, in case of ambiguities or discrepancies



within this Agreement, the following shall apply:

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

## **2. Scope of the Project**

### **2.1 Scope of the Project**

The Project consists of construction of 48 H-Type GAD Quarters and development of Redevelopment Project under Redevelopment policy of Government of Chhattisgarh. The scope of each component of the project shall include but not limited to the following:

### **2.2 Scope of the Government Facilities**

**2.2.1** Subject to the terms of this License Agreement, the Applicable laws and the Applicable Permits, the scope of the Construction and Development of the Project (herein the “48 H-Type GAD Quarters for Government of CG”) at Project Site on License Basis, shall mean and include:

- a) The Implementation and Execution (as per the Design, including Planning, Architecture, Structure, Services, Infrastructure and approved Drawings, Technical Specifications & General Terms and Conditions, & Lumpsum Amount and Abstract Estimates provided in the **Schedule B, Annexure 2, 3 & 5** of this Agreement and Good for Construction Drawings provided by CGHIDB, preparing Master Project Schedule (along with implementation plan as per Project Phasing Milestones as per **Schedule B, Annexure 4** of this Agreement), Financing & Construction of the Government Housing along with the Assets, Facilities & Utilities therein (described in the provisions of **Schedule B, Annexure 1** of this Agreement) as per the Approved and Sanctioned Layout Plan, Building Plan, Permits and Phasing Plan & as per the Terms and Conditions as stipulated in this Agreement along with the Handover & Transfer of the completed, defect free and fully functional Government facilities including its Assets, Facilities & Utilities therein to CGHIDB by Handover &



Transfer Date as part of Government Facilities

- b) Providing, Furnishing and Performing, all necessary Procurement, Supplies, Installation, Erection, Construction, Testing, Commissioning, of the entire completed, defect free and fully functional Government Housing along with the Assets, Facilities & Utilities therein (including all rectification and remedial services, activities and work relating to defects and deficiencies)
- c) Necessary and requisite permissions, sanctions, approvals for the Layout Plan and Building Plan will be obtained by CGHIDB for Government Facilities.
- d) Performing Requirements of the Defects Liability Period for **Government facilities and** the Assets, Facilities & Utilities therein transferred to CGHIDB as per terms of the **Schedule B Annexure 6 of this Agreement.**

**2.2.2** The Scope shall also include the Performance and Fulfillment of all other incidental obligations of the Developer related to **Government Facilities** in accordance with the provisions of this License Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this Agreement, which the Developer undertakes to perform at its own costs, resources and expenses:

### **2.3 Scope of the Common Infrastructure Development Work**

**2.3.1** Subject to the terms of this License Agreement, the Applicable laws and the Applicable Permits, the scope of the Construction and Development of Other Common Infrastructure of the Project (herein the "Other Common Infrastructure") at **Project Site** on License Basis, shall mean and include:

- a) The Implementation and Execution (as per the Design, including Planning, Architecture, Structure, Services, Infrastructure and approved Drawings, Technical Specifications & General Terms and Conditions, & Lumpsum Amount and Abstract Estimates provided in the **Schedule B, Annexure 2, 3 & 5** of this Agreement and Good for Construction Drawings provided by Project Consultants during Implementation), preparing Master Project Schedule (along with implementation plan as per Project Phasing Milestones as per **Schedule B, Annexure 4** of this Agreement), Financing & Construction of the Other Common Infrastructure along with the Assets, Facilities & Utilities therein (described in the provisions of **Schedule B, Annexure 1** of this Agreement) as per the Approved and Sanctioned Layout Plan, Building Plan, Permits and Phasing Plan & as per the Terms and Conditions as stipulated in this Agreement along with the Handover & Transfer of the completed, defect free and fully functional Other Common Infrastructure including its Assets, Facilities & Utilities therein to concerned department / CGHIDB by Handover & Transfer Date as **part of Government Facility.**
- b) Providing, Furnishing and Performing, all necessary Design, Engineering,

Procurement, Supplies, Installation, Erection, Construction, Testing, Commissioning, of the entire completed, defect free and fully functional **Other Common Infrastructure** along with the Assets, Facilities & Utilities therein (including all rectification and remedial services, activities and work relating to defects and deficiencies).

- c) Carrying out all Surveys and Investigations such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations required for carrying out engineering/structural design and preparation of good for construction drawings for building and works under the Construction and Development of Other Common Infrastructure and Assets, as and when instructed by the Nodal Officer.
- d) Performing Requirements of the Defects Liability Period for Other Common Infrastructure and the Assets, Facilities and Utilities, therein transferred to concerned department as applicable as per terms of the **Clause 12.17, 12.18 and Schedule B Annexure 6 of this Agreement.**

**2.3.2** The Scope shall also include the Performance and Fulfillment of all other incidental obligations of the Developer related to Other Common Infrastructure in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this License Agreement, which the Developer undertakes to perform at its own costs, resources and expenses:

## **2.4 Scope of the Development Works on Compensatory Land Parcel**

**2.4.1** Subject to the terms of this License Agreement, and the executed between CGHIDB and the Developer the Applicable laws and the Applicable Permits, the developer will be provided with Development rights on License basis on the CLP, the scope of the Development Works on CLP (herein the “**Development Works on CLP**”) shall mean and include:

- a) The Project Design, Planning, Financing, Implementation and Execution of Permissible Development Works (as per the **Schedule C, Annexure 2 & 3** of this Agreement), Assets, Facilities and Utilities upon the CLP (as per the provisions of applicable Master Plan, Chhattisgarh Bhumi Vikas Niyam 1984, any other government regulations, & statutory provisions in force), in accordance with the approved layout/building plans, permits and approved Master Project Schedule for CLP, as per the BIS/IS standards and/or National Building Code along with the latest amendments, revisions, modifications etc. and the accepted industry practices.
- b) Obtaining all the necessary and requisite approvals, permissions, sanctions, clearances including environment clearance if applicable etc. from the Competent and Relevant Authority(s) and bearing all statutory costs and payments for all statutory approvals/sanctions/permits (including environmental clearances if

applicable). The Developer shall have to obtain the approvals, permissions, sanctions, clearances etc. for the Development Works on CLP.

- c) Fulfill the Minimum Development Obligations as per the RFP and Schedule C – Annexure -3.
- d) Fulfill the special terms and conditions as per the RFP and Schedule C – Annexure -3.
- e) Marketing of the constructed built-up area in Development Works and Assets on CLP.
- f) Earn considerations from the disposal/sale of the constructed built-up area in Development Works and Assets on CLP.
- g) Operation and Maintenance of the Assets, Facilities and Utilities in the Development Works on CLP till handing over to the to the Association / Resident Welfare Association or Urban Local Body, as the case may be.
- h) Complying with provisions and requirements of The Real Estate (Regulations and Development) Act, 2016 and rules thereunder for Construction, Development, and Disposal of Units on the CLP.

**2.4.2** The Scope shall also include the Performance and Fulfillment of all other incidental obligations of the Developer related to **Development Works on CLP** in accordance with the provisions of this License Agreement, and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this Agreement, which the Developer undertakes to perform at its own costs, resources and expenses.

**2.4.3** Performing Requirements of the Defects Liability Period starting from issuing completion certificate as per Schedule C for CLP and the Assets, Facilities & Utilities therein up to 5 years.

**2.4.4** In case, the formation Resident Welfare Association (RWA) could not happen before end of Defect liability period, the developer will be responsible for operation and maintenance of assets developed on CLP till the formation of RWA in accordance with this Agreement.

### **3 Conditions Precedent**

#### **3.1 Conditions Precedent**

Save and except as expressly provided herein the respective rights and obligations of

the Parties under this License Agreement shall be subject to the satisfaction in full of the condition's precedent relating to the other Party (the “Conditions Precedent”).

### **3.2 Conditions Precedent of CGHIDB**

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

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

### **3.3 Conditions Precedent of Developer**

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

- 3.3.1** Provide CGHIDB notarized true copies of its constitutional documents and board resolutions - the execution, delivery and performance of this License Agreement by the Developer.
- 3.3.2** All the representations and warranties of the Developer set forth in its Bid (by Selected Bidder/JV/Consortium) and this License Agreement are true and correct as on the Effective date and as on the Appointed Date
- 3.3.3** Carried out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites and submitted a copy of the same to CGHIDB's Nodal Officer as appointed by the CGHIDB in desired format.
- 3.3.4** Collected all Detailed Architectural, Structural, Services and Infrastructural Drawings of the Project from CGHIDB which are required for obtaining the necessary and requisite approvals, licenses, permits, registrations, clearances etc. from the competent and relevant authority(s)
- 3.3.5** Prepare a Detailed Master Project Schedule (in co-ordination with the Project Phasing Milestones provided in the **Schedule B, Annexure 4** of this Agreement) based on a Work Breakdown structure of all phases in the Government Facilities listing all the items/components of works to be executed, their time schedule, overlaps, resource mobilization, etc. and submit the same to CGHIDB /Nodal Officer for their approval

and obtained the Approval.

**3.3.6** Arrange for the necessary equipment's, tools, plants, machinery, labour force and duly notify the Nodal officer.

**3.3.7** The developer shall submit business plan and proposed timelines for execution of the redevelopment project including proposed layout plan incorporating MDO and Special Conditions, building plan and roadmap to achieve Minimum Development Obligations and Special Conditions with timelines within the prescribed schedule and submit the same to CGHIDB /Nodal Officer for their approval and obtained the Approval.

**3.3.8** Delivered to the Authority a legal opinion from the legal counsel of the Developer with respect to the authority of the Developer to enter into this Agreement and the enforceability of the provisions thereof; executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a director of the Developer.

**3.3.9** To achieve the Financial Close as per Article 6 hereinafter.

#### **3.4 Obligations to Satisfy Conditions Precedent**

**3.4.1** Each Party shall make all reasonable endeavors at its respective cost and expense to procure the fulfillment of the Conditions Precedent relating to it within a period of **120 days** from the date of execution of this License Agreement ("**the Effective Date**").

**3.4.2** The later of the date, within such **4 (four) months**, when the Developer and the CGHIDB fulfils its Conditions Precedents shall be the Appointed Date, as jointly certified in writing by the parties/their authorized representatives forthwith upon such fulfillment, whereupon the obligations of the Parties under this License Agreement shall commence.

**3.5** The Developer shall notify CGHIDB in writing every fortnight (i.e. 15 days) on the progress made in fulfilling the conditions precedent, including, but not limited to, any assistance required by the Developer in fulfilling his responsibilities/obligations etc. Under the said conditions precedent. In addition, the Developer shall promptly inform CGHIDB, whenever any of the condition's precedent, for which it is responsible, has been fulfilled.

#### **3.6 Non-fulfillment of Conditions Precedent**

**3.6.1** In the event the Conditions Precedent for a Party have not been fulfilled within the stipulated time and CGHIDB has not waived, fully or partially, such conditions relating to the Developer, this License Agreement shall cease to have any effect as of that date

and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this License Agreement and CGHIDB shall not be liable in any manner whatsoever to the Developer or Persons claiming through or under it.

- 3.6.2** In the event that vacant possession of the **Project Site** or any part thereof has been delivered to the Developer prior to the fulfillment in full of the Conditions Precedent, upon the termination of this License Agreement under this **Clause 3.6**, the **Project Site** or any part thereof shall immediately revert to the CGHIDB free and clear from any encumbrances and along with all Easement Rights, irrespective of any outstanding mutual claims between the Parties.
- 3.6.3** In the event this License Agreement is terminated by CGHIDB owing to Developer’s default(s), CGHIDB shall invoke and forfeit the Performance Security as liquidated damages, and return/refund in full only the amount of First Installment of monetary payments of Premium to the Developer.
- 3.6.4** In the event this License Agreement is terminated due to non- fulfillment of CGHIDB Conditions Precedent, CGHIDB shall upon such termination return/refund in full the Performance Security and the amount of First Installment of monetary payments of Premium deposited by the developer.
- 3.7** The Parties may by mutual consent (in writing) chose to extend the time for fulfillment of Conditions Precedent instead of terminating this Agreement.
- 3.8** In the event that: (i) the Developer does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 3.3 within the period specified in that Clause and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Developer shall pay Damages to the Authority of an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day’s delay until the fulfilment or waiver of such Conditions Precedent, up to the maximum amount equal to the Bid Security and upon reaching such maximum amount, the Authority may, in its sole discretion, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 3.2.1, no Damages shall be due and payable by the Developer under this Clause 3.8 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent.
- 3.9** Termination upon delay without prejudice to the provisions of Clauses 3.3, 3.4 and 3.7, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within a period of 180 (One hundred and Eighty) days from the Execution Date or the extended period provided in accordance with this Agreement, then all rights, privileges, claims and entitlements of the Licensee under



or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Licensee and the Agreement may be terminated by the non-defaulting Party. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Licensee, the Performance Security or the Bid Security, as the case may be, of the Licensee shall be encashed and appropriated by the Authority as Damages thereof.

## **4 Change of Ownership and Equity Lock-in for Developer**

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

## **5 Obligations**

### **5.1 Obligations of CGHIDB**

#### **5.1.1 Mandatory**

- a) CGHIDB shall timely ensure to vacate the **Project Sites** in accordance with the Detailed Master Project Schedule as approved by the Nodal Officer and stated in this Agreement and shall make unencumbered possession of such Project Sites available to the Developer.
- b) Upon occurrence of a CGHIDB Event of Default or an Event of Force Majeure which substantially prevents the Developer from achieving the Construction Completion Date and Handover & Transfer Date in reference to the Government Facilities (subject to the Developer having complied with all its obligations set forth herein), the Developer shall be entitled to extension of such number of days equivalent to the time taken by the CGHIDB to complete its obligations hereunder or the effect of the Event of Force Majeure.
- c) The CGHIDB shall facilitate developer to move all existing users of the Project Sites in order to provide unencumbered access to the site for the Developer.
- d) The provisions relating to Liquidated Damages in the event of default by CGHIDB, shall be in relation and limited only to the Mandatory obligations of the CGHIDB.

#### **5.1.2 Obligatory**



- a) CGHIDB shall assist the Developer for obtaining the necessary and requisite approvals, clearances and permissions etc. with respect to Development works on CLP.
- b) Subject to fulfillment of all obligations of the Developer, CGHIDB is obliged to allow granting rights as per the provisions of Clause 8.2 & Clause 8.7.

## **5.2 Obligations of Developer**

- 5.2.1** The Developer agrees and undertakes that it shall be solely responsible for Financing, Construction Maintenance and/or provisioning of all the Project Components of Government Facilities and Design, finance, Construction / Development works and Maintenance on Compensatory Land Parcel including assets and facilities thereunder. However, it is made clear that any arrangement between the Developer and its lenders is an internal matter of the Developer, and the Developer undertakes that its arrangement with the lenders shall not adversely affect any of the Developer's obligations, and the Developer indemnifies CGHIDB against the same.
- 5.2.2** The Developer shall be solely responsible for seeking connections and ensuring the supply of all utilities including but not limited to electricity, water, fuel, consumables and any other services necessary or incidental to the implementation of the Project and all such utilities and facilities will be provided at the cost and expense of the Developer himself.
- 5.2.3** The Developer shall be responsible for Carrying out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites as and when instructed by Nodal Officer/Project Consultants at the cost and expense of the Developer himself and submission of a copy of the same to CGHIDB /Nodal Officer and Project Consultants in desired format.
- 5.2.4** The Developer shall be responsible for dismantling/demolition of the built-up structures, services etc.; disposal of the debris/scrap and clearing of site of the existing assets and utilities on all the Project Sites.
- 5.2.5** The developer shall be responsible for fulfilment of MDO and Special Conditions (if any).
- 5.2.6** The developer shall ensure Site Security and Demarcation as required during the contract period.
- 5.2.7** Marketing and sales of redevelopment project - Developer in its all advertisement,

marketing, promotion, agreement to sale, booking form or any other document, should mention that all project related liabilities are with developer only. CGHIDB has no roles and responsibilities on the project development, construction, quality, timelines, etc. CGHIDB will not be liable any project related default or defects.

**5.2.8** Developer in its all advertisement, marketing, promotion, agreement to sale, booking form or any other document, should mention that the buyer will get the property on lease hold basis in accordance with the rules the CGHIDB and it can be converted to freehold after payment of the applicable fee and charges subject to fulfilment of all conditions set forth in this Agreement.

**5.2.9** Developer to submit Monthly Progress Report for Redevelopment Project on CLP:

- a. Type-wise & unit-wise number of 'Agreement of Sale' signed in the month & its expected payment schedule (in % terms only).
- b. If units are cancelled, same need to be mentioned in the report.
- c. Expected date of deed, unit completion and possession to buyer.
- d. Submit CA certified invoices submitted to RERA for release of payment.
- e. Status of Minimum Development Obligations and Special Conditions.

**5.2.10 Eligibility Criteria and Shareholding:** The Developer at all times, during the execution of project maintain its eligibility as per the qualification criteria employed during the selection process, with specific reference and relation to the shareholding commitment as per the following:

- (a) In the SPV/Developer Company/JV, Lead Member and other member of preferred Bidder/consortium to hold minimum of 51% and 24% shares respectively and collective shares of both the members of preferred Bidder/JV/consortium shall be 100% in the SPV/Developer Company, as set out in the RFP/Bid/Letter of Acceptance till the equity-lock in period.
- (b) Post equity-lock in period, in the SPV/Developer Company/JV, Lead Member and other member of preferred Bidder/consortium to hold minimum of 51% and 24% shares respectively and collective shares of both the members of preferred Bidder/JV/consortium shall be minimum 75% in the SPV/Developer Company, as set out in the RFP/Bid/Letter of Acceptance.
- (c) In case of single entity in form of SPV/Developer Company, same entity shall hold 100% of the shareholding till equity lock-in period. Post equity lock-in period, entity shall hold minimum of 51% shares in the SPV/Developer Company.
- (d) Above shareholding conditions shall prevail, in case JV bidder is not forming an SPV.
- (e) Agrees that any change which affects its eligibility as per the said qualifying criteria, could lead to termination of this License Agreement by CGHIDB.

**5.2.11 Financing:** the developer has to make his own arrangements of funds required for construction of government facilities at his own risk and cost. No part / right in relation

to Government facilities, CLP (including superstructure on CLP) and assets shall be mortgaged or assigned or licensed, or otherwise transferred to any secured creditor / lender / group of lender in any manner whatsoever.

**5.2.12 Due Diligence:** The Developer shall undertake the Project (both Government Facilities and Development Works on CLP) using due care and diligence in a professional manner, using sound engineering and design principles and project management and supervisory procedures and in accordance with good industry practice.

**5.2.13 Applicable Laws & Permits:** The Developer shall at all times, obtain and maintain all applicable, necessary and requisite approvals / permits / clearances/sanctions etc. which are required under the applicable laws to undertake the Project (Development Works on CLP).

**5.2.14 Deleted**

**5.2.15** Provide all necessary and requisite tools, equipment's, plants and machinery, materials, supplies, utilities, power, fuel, experienced personnel having the requisite expertise and labour etc. for the above purposes in accordance with the Technical Specifications & Special Terms and Conditions set out in **Schedule B, Annexure 3** of this Agreement in sufficient numbers/quantity as and when required, pre-empt the requirement of such services, resources and tools etc. and make provisions for the same, and even if it is not specifically described in the Technical Specifications & Special Terms and Conditions, the Developer will be bound to provide, if it could be reasonably inferred by any prudent and experienced person of this field, in accordance with good industry practice that the providing, furnishing or performing such additional items was contemplated and intended to be a part of the services and resources necessary for the successful provisioning of the Government Facilities and Assets, Facilities & Utilities there under.

**5.2.16** Arrange for, make provisions and for the supply of water (good for both human consumption and construction activity) and electricity (both for his labour and execution of works) at his own costs/resources/expenses.

**5.2.17** Prepare a Master Project Schedule prepared on Primavera / MS project (in co-ordination with the Project Phasing Milestones provided in the **Schedule B, Annexure 4** of this Agreement) for the Project and submit the same for approval to the CGHIDB (as a Condition Precedent, referred to hereinabove). The Master Project Schedule shall be used by both CGHIDB and the Developer to control, monitor and regulate the pace of works of the Project. Developer shall submit monthly progress report for review of progress to CGHIDB.

**5.2.18 Project Milestones:** The Developer shall be obliged to achieve Construction Completion Date by the date occurring XX Months from the Appointed Date (excluding 3 months for handing over & transfer of the completed Government Facilities). Upon occurrence of a CGHIDB Event of Default or an Event of Force Majeure which substantially prevents the Developer from achieving the said

Construction Completion Date and/or Handover and Transfer Date occurring within 3 (Three) months from Construction Completion Date (subject to the Developer having complied with all its obligations set forth herein), the Developer shall be entitled to extension of such number of days equivalent to the time taken by the CGHIDB to complete its obligations hereunder or period of the effect of the Event of Force Majeure. The Developer shall achieve Quarterly Physical Progress on the approved Master Project Schedule as per the Project Phasing Milestones provided in the Schedule B, Annexure 4 of this Agreement and Monthly Progress Report, failing which, Developer shall be liable for Liquidated damages as per Article 16 herein.

**5.2.19 Relocation of Utilities:** In the event that there are any existing utilities and its ancillary structures laid on/upon/under the Project Sites and which need to be shifted for the execution of the Project works and make it fully functional and operational, then the Developer shall be required to relocate all such utilities/ancillary structures, with the prior written approval of CGHIDB in a phased manner as specified, without causing any nuisance.

The Developer shall ensure procurement of all necessary and requisite approvals / permissions / clearances from the concerned and relevant departments/agencies (which are responsible for providing, maintaining, upgrading etc. of the same) prior to carrying out any/all such activities.

It shall always be a pre-condition, that such relocation shall be carried out in a manner so as not to hamper/disrupt the existing utilities & services to the users of the same and that no existing utilities & services shall be discontinued unless an alternate fully functional & amenable service is provided to the users of the same.

**5.2.20 Permits/License:** The Developer shall procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project (both Government Facilities and Development Works on CLP).

**5.2.21 Safety Precautions:** During the entire project period, the Developer will ensure complete safety precautions with respect to, but not limited to, fire, security (both of life and property), transportation, and delivery of goods, materials and control of pollution.

**5.2.22 Excavations:** The Developer shall not make any excavation upon any part of the Project including CLP nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms hereof.

The excavated stone etc. shall remain the property of the GoCG and shall be dealt with by the Developer as per the terms and conditions specified herein the License Agreement.

**5.2.23 Equipment's Warranty:** The Developer will ensure that all materials, equipment, machinery, etc. installed and/or used at the Project Sites and in the Project Assets & Facilities will be of sound and merchantable quality; that all workmanship shall be in accordance with good industry practices applicable at the time of installation/construction/repair and that each part of the same will be fit for the purpose for which it is required.

**5.2.24 Debris & Construction Materials:** The Developer shall remove promptly from the Project Sites, all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and waste -water), rubbish and other debris and shall keep the land in a neat, clean and hygienic condition and in conformity with the applicable laws and applicable permits.

**5.2.25 Fencing/ barricading:** The said Project Sites shall be fenced/barricaded during construction by the Developer as per good construction practice at his own expense in a manner approved by the Nodal Officer. The design, graphical and textual display, and material of such fencing/barricading shall be approved from CGHIDB prior to erection at the Project Site.

**5.2.26 Sub-Contract:** The Developer shall have the right to appoint Sub- Contractors by awarding sub-contracts and entering into agreements for any EPC Contract and/or O & M Contract for construction, operation and/or management of the Project Assets and Facilities or sales & marketing or any other activity relating to the Project or matters incidental thereto. Notwithstanding any such sub-contract, the Developer shall retain the overall responsibility, obligation and liability in relation to the Project. It is clarified that Developer shall remain liable and responsible for any acts, omissions or defaults of any Sub-Contractor for construction or for use of spaces inside Assets and shall indemnify CGHIDB in respect thereof. However, CGHIDB shall have no obligation towards such Contractor whatsoever, and CGHIDB shall deal and communicate with the Developer as regards the Developer's obligations under the Agreement, and default(s) committed by such Contractor shall be deemed to be default(s) committed by the Developer. There shall be no relationship either of master-servant or of sec-agent between such Contractor and CGHIDB.

**5.2.27 Labour:** The Developer shall comply with all the latest applicable provisions of Applicable Laws (such as Minimum Wages Act, 1948. The Payment of Wages Act 1936, Apprentices Act, 1961, The Contract Labour (regulations and abolition) Act, 1970, The EPF Act, 1952. Mines Act, Workmen compensation Act, 1923 Child labour Act, 1986, as amended from time to time.) in respect of all the employees employed by it and relation to the Project. The Developer shall pay any cess as applicable as per Bhawan Aur Anya Sannirman Karmakar kalian Upkar Adhiniyam, 1996 and Rules made thereunder.

**5.2.28 Encroachments:** After receiving the Project Site and CLP for Construction and



Development of Project Assets and Facilities, the Developer shall ensure that such Project Site and CLP remains free from all encroachments during the entire Construction Period up to handing over and transfer of Government Facilities and complete sale of all units constructed on CLP.

**5.2.29 Nuisance:** The Developer shall not do or permit anything to be done on the Project/Project Site/CLP which may be unlawful. The Developer shall take all reasonable precautions and measures during the implementation of the Project to reduce the nuisance, annoyance or disturbance caused to the owners, occupiers or residents of neighboring/other premises in the vicinity.

**5.2.30 Access to Site:** Nodal Officer or any of the person authorized by the CGHIDB/ Project Consultants shall be entitled to, but not obliged to do so, without being required to give prior written notice to the Developer, inspect the Project Site and CLP through its duly authorized representative. Provided however, the duly authorized representatives of GoCG/CGHIDB /Project Consultants shall not interfere with or prevent the Developer's officials from discharging their legal and contractual obligations/functions.

**5.2.31 Environment & Pollution:** For the development of the Project, the Developer shall strictly abide by all and/or any Applicable Laws and in accordance with Terms and Conditions, if any, contained in the various Applicable Approvals/Sanctions/Permits. The Developer shall take all necessary and incumbent precautions to avoid pollution or contamination of the Air, Land, Water and Noise arising out of the implementation of the Project (whether at the Project Site, CLP or elsewhere).

**5.2.32 Insurances:** The Developer shall obtain and maintain in force, on and from the Effective Date, during, and for the entire project period thereof, all insurances, including but not limited to, external perils, damage to adjacent property, third party insurance, professional liability, damage/breakdown during construction, etc., in accordance with the provisions of this Agreement and the Applicable Laws.

**5.2.33 Applicable Taxes & Cess:** The Developer shall, with effect from the Effective Date, pay all outgoings, cess, taxes (including GST and all statutory taxes)), levies, import duties, fees (including any license fees) and other user charges (including those applicable for use of the existing utility connections), if any, assessments or outgoings payable in respect of implementation of the Project, (including new utility connections obtained by it, if any) or in respect of the materials stored there in which may be levied by any Government Authority or under any Applicable laws. If the Developer fails to pay any of the above fees/taxes/charges etc., CGHIDB shall be entitled, but not be obliged to pay the same and will be entitled to encash equivalent amounts along with 10% of the said amount as service charges from the Performance Security deposited by the Developer and his saleable built-up area. Furthermore, tax liability during the project period will be the responsibility of the developer.

**5.2.34 Handing Over and Transfer** – The Developer shall ensure and deliver free, vacant and peaceful handover & transfer of the completed Government Facilities including assets and facilities therein to the CGPWD / Respective Department as applicable by Hand over and Transfer Date.

The Developer undertakes and shall ensure clearing of the site of completed Government Facilities of all debris, surplus material, labour, labour huts, plants, tools, machinery and equipment's etc. employed by it for the implementation and execution of the Project before the handing over & Transfer of the completed Government Facilities to the CGPWD / respective department and CLP to RWA/Association.

**5.2.35 Indemnifications:** The Developer fully indemnifies CGHIDB/ Project Consultants against all actions, suits, claims, demands and proceedings etc. by any other third party and any loss or damage or cost or expense that may be suffered by either/or of the parties, on account of anything done or omitted to be done by the Developer in connection/related with the performance of its obligations under this Agreement.

**5.2.36 Third Party Liability:** The Developer shall be liable entirely towards third parties in respect of the Project/CLP for all its acts, deeds, default, etc. during the currency of the project and up to the end of Defects Liability Period. CGHIDB / Project Consultants shall, subject to the terms hereof, not have any third-party liability whatsoever on account of default of Developer in respect of the Project/CLP or any commitment made by the Developer to the third parties or on account of termination of Agreement due to default of the Developer.

Suitable Clause(s) adequately reflecting this absolute liability of the Developer on this third party liability shall also be compulsorily mentioned in all/any of the brochures/documents etc. issued/published by the Developer for marketing the Constructed Area in Development Works on CLP allowed to be disposed by the Developer as per terms of this agreement and Lease Deed with Buyer for units on the CLP.

**5.2.37 Fraudulent Bookings:** The Developer shall not, in any manner whatsoever, accept, collect or appropriate booking based on fraud/misrepresentation/ concealment of facts etc.

**5.2.38 Revision of Sanctioned Proposal** - The Developer shall be obliged to be compulsorily bound to develop only up to the extent as has been approved/sanctioned/permited by the Competent Authority in the first instance of the development of each of the Project Sites. Developers shall not revise sanctioned proposals on the Project Sites without approval/sanction/permission from the competent authority. To protect and ensure the rights of all and every allottee/buyers in the development works on CLP, Developer shall comply with the provisions and requirements of The Real Estate (Regulations and Development) Act 2016 and rules there under Construction, Development, Disposal of



Units on the CLP.

**5.2.39 Marketing** -Subject to the provisions of Article 8 the Developer shall be granted the Development Rights on License basis on CLP including rights to marketing the Developments on CLP.

**5.2.40 Disclosure** - In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of (i) remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or (ii) adversely affecting or release any obligation of either Party under this License Agreement.

**5.2.41 Inspection:** CGHIDB/Project Consultants shall be entitled to, but not obliged to do so, without being required to give prior written notice to the Developer, inspect the Project Site/CLP through its duly authorized representative. Provided however, the duly authorized representatives of CGHIDB /Project Consultants shall not interfere with or prevent the Developer's officials from discharging their functions.

The Developer shall provide all necessary assistance including accompanying CGHIDB Project Consultant's representative during such inspections, providing information, plans and other details of the Project as asked for by the CGHIDB Project Consultant's representative.

Based on such inspections, CGHIDB /Project Consultant may, without being obliged to do so, issue, if found necessary, instructions to the Developer for addressing the deficiencies noted at the site in terms of the Agreement especially towards health, safety and environmental requirements. The Developer shall comply with such instructions within 30 (thirty) days of receipt of such instruction.

### **5.3 Representations and Warranties**

**5.3.1** The Developer hereby represents and warrants to the CGHIDB that, as on/from the Effective Date:

- a) It is duly organized and validly existing under the Applicable Laws of India and has been in continuous existence since incorporation.
- b) It has full power and authority to execute, deliver and perform its obligations under this License Agreement and to carry out the transactions contemplated hereby.
- c) It has taken all necessary corporate and other action under Applicable Laws and its Memorandum and Articles of Association to authorize the execution, delivery and performance of this License Agreement.

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

**5.3.2** The CGHIDB represents and warrants to the Developer that, as on/from the Effective Date:

- a) it has full power and authority to execute, deliver and perform its obligations under this License Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this License Agreement.
- b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement.
- c) it has the financial standing and capacity to perform its obligations under this Agreement.
- d) this License Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) it has complied with Applicable Laws in all material respects.
- f) it has good and valid right to the Project Sites, and has power and authority to grant a license in respect of the Project Sites, thereto to the Developer.

## **6 Financial Close**

### **6.1 Financial Close**

**6.1.1** The developer shall arrange the finances on his own, the CGHIDB will not have any role to play under this arrangement. The developer shall not be allowed to mortgage the land and structures on the land for arrangement of finances or raising the capital through debt.

**6.1.2** The Developer hereby agrees and undertakes that it shall achieve Financial Close within Conditions Precedent.

**6.1.3** The Developer shall, upon occurrence of Financial Close, notify CGHIDB forthwith, and shall provide to CGHIDB; at least 7 (Seven) days prior to due date of Financial Close, 2 (two) true copies of the Financial Package and the Financial Model, duly attested by an Authorized Director of the Developer, along with 2 (two) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Lenders.

**6.1.4** Notwithstanding anything to the contrary contained in this Agreement, if the Financial Close does not occur within 180 (One hundred and Eighty) days including the extended period as set forth in Clause hereinabove, all rights, privileges, claims and entitlements,

if any, 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. It is clarified that in such an event, notwithstanding anything contained herein or otherwise agreed between the Parties, the CGHIDB shall not be liable to the Licensee in any manner whatsoever.

## **6.2 Termination due to failure to achieve Financial Close**

- 6.2.1** Notwithstanding anything to the contrary contained in this Agreement, in the event that the Financial Close does not occur, for any reason whatsoever, except that the same is not due to Force Majeure Event within the period set forth in Article 3, all rights, privileges, claims and entitlements of the Developer under or arising out of the License Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Developer, and the License Agreement shall be deemed to have been terminated.

## **7 Considerations and Installments**

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

The applicable GST on any of the considerations/payments or payable under execution of this agreement shall be borne by developer.

- 7.1.1** The Developer shall, in consideration of the grant of Development Rights on License basis on the CLPs, pay to CGHIDB, the Premium partly in kind in the form of Construction and Development of Government Facilities described in **Schedule B, Annexure 1** of this agreement, as per the approved Drawings, Technical Specifications & General Terms and Conditions & Lumpsum Amount and Abstract Estimates provided in **Schedule B, Annexure 2, 3 & 5** of this agreement respectively and partly in Monetary Terms as Monetary Payments of Premium as per the Payment Schedule provided in **Article 7.2** herein and **Schedule D** of this agreement.
- 7.1.2** The Cost of Construction and Development of Government Facilities shall be evaluated as Lumpsum Amount and Abstract Estimates work as stated in Annexure 5, Schedule B).

## **7.2 Installments of Monetary Payments of Premium**

- 7.2.1** Developer shall pay Payments of Premium payable to CGHIDB as mentioned in and as per the stages stated in the **Schedule D** of this Agreement.
- 7.2.2** After payment of each installment and/or Final installment and/or payment of any other

dues payable by the developer and/or Liquidated Damages payable by the Developer, CGHIDB shall issue **Provisional Payment Certificate** (indicating amount paid, total amount paid in all previous installments and balance amount due from the developer) or the **Final Payment Certificate** as the case may be to the Developer.

- 7.3 The Developer shall furnish after issuance of **Final Completion and hand over Certificate for Government Facilities** a Demand Draft/Bank Guarantee in the favor of CGHIDB for an amount and validity specified in **herein**, as an interest free Security Deposit, as part of its obligations in relation to the Defects Liability for Government Facilities. (herein the '**Security Deposit for Defects Liability Period of Government Facilities**'). The developer shall furnish the Demand Draft/Bank Guarantee in the favor of CGHIDB for an amount and validity specified in **herein**, as an interest free Security Deposit, as part of its obligations in relation to the Defects Liability for CLP.
- 7.4 Selected Bidder shall be liable to pay Annual License fee to CGHIDB, equivalent to 0.25% of the quoted Premium in addition to the quoted Premium, each year till completion of the Redevelopment Project or Hand over of the Government Facilities, whichever is later. Payment of Annual License Fee shall be made in advance for the year, within 30 days prior to the completion of the preceding year of execution of the License Agreement
- 7.5 **Defaults in payment**
- 7.5.1 In the event the Developer fails to pay/defaults in the payment of the installments of **Monetary Payments of the Premium and/or Security Deposit and/or Liquidated Damages** as per the **Article 16** and/or any other payments payable to CGHIDB as stated above, it shall be construed as a payment default (herein the "**Payment Default**") on behalf of the Developer.
- 7.5.2 On the occurrence of a Payment Default, the Developer shall be liable to pay interest **@ 12% (twelve percent only) per annum** on the outstanding amount of the respective payments from the respective date on which it became payable till the date the respective amount is paid in full, which could be recoverable from the Performance Security at the discretion of CGHIDB.
- 7.5.3 Subject to the provisions of clause contained hereinabove, it is expressly agreed between the Parties hereto that in the event of Payment Default and the said Payment Default is not rectified by the Developer within a period of **60 (sixty) days** of the occurrence of such default, the same shall constitute a **Developer Event of Default** under relevant clause contained herein. No extension for the rectification of the Payment Default whatsoever shall be provided beyond the aforesaid period and the payment of interest in accordance with the relevant clause above for such period would not entitle the Developer to seek any further extension.

- 7.5.4 Notwithstanding anything contained herein, in the event there are two Payment Default(s) in an Accounting Year or Payment Default in two consecutive Accounting Years by the Developer, the same shall constitute a **Developer Event of Default** under **Article 19** of this Agreement.
- 7.5.5 Notwithstanding anything contained herein, in the event of Payment Default(s), CGHIDB will issue a “**Notice for Intention to Terminate**” to Developer before termination of this License Agreement.

## **8 Grant of License**

- 8.1 For and subject to receipt of the consideration specified in Article 7 hereof, and in accordance with the terms and conditions set forth in this Agreement, CGHIDB grants to the Developer, exclusive rights for and in relation to development of the Project and shall for achieving the said purpose, do all acts, deeds and things as may be required in accordance with the terms and conditions set out in this Agreement by way of License (“**Development Right**”).
- 8.2 The Parties expressly agree that as per the achievement of project progress of Government Facilities by the developer as per the Project Phasing Milestones provided in the **Schedule B, Annexure 4** of this Agreement and in accordance with the provisions of this License Agreement, CGHIDB shall hereto grant License for development of Government Facilities and the CLP whereby the CLP shall be provided to the Developer on the Terms and Conditions contained herein and subject to the rights and obligations of the Parties hereto as contained herein this Agreement (herein the “**License for Development**”).
- 8.3 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Developer shall be primarily obliged to undertake in respect of the Project the following in accordance with the Applicable Law's and the Approvals.
- a) Develop and implement the Project as per the applicable regulations and MDO & Special Conditions of the Project, more specifically laid down in Schedule – C – Annexure 3, hereto and
  - b) Perform and fulfill all of the Developer's obligations, at its own, cost, expense and risk under this Agreement.
- 8.4 The execution this Agreement shall entitle the Developer to the following, development rights as specified under this License Agreement, with respect to Government Facilities and CLP, including but not limited to subject to the Terms and Conditions set out in this License Agreement have been fully satisfied by the Developer:
- a) Right to design, construct, develop, operate, maintain, dispose and earn



considerations from the disposal of assets (Residential/Commercial or any other permissible use as per the statutory approval) there under and other rights as per the provisions of this Agreement.

- b) Marketing Rights over the proposed/constructed Built-up Area on the CLP provided the Layout/building plans for the Developments works on the CLP are duly sanctioned/approved/permited by the Competent Authority and RERA (if applicable).
  - c) Sale/disposal of the Built-up Area including obligations mentioned in the Special Conditions as specified under Schedule C Annexure 4 on the CLP as per the Approved Layout/Building Plan by competent Authority.
  - d) Right to allow designated use of the constructed Built-up Area on the CLP, provided the Completion Certificate, has been issued by the Competent Authority and subject to the Terms and Conditions set out in this License Agreement have been fully satisfied by the Developer.
  - e) The Developer is obliged to comply with the Real Estate Regulations and Development Act 2016 and rules made there under for disposal of Assets developed on the CLP
  - f) The Developer shall keep CGHIDB informed, on a quarterly/monthly basis at all times up to issue of Final Payment Certificate and the Final Completion and hand over Certificate for Government Facilities by the CGHIDB; about the following details:
    - i. List of Letter of Allotments issued and particulars of Allotted Property on the CLP on a monthly basis
    - ii. Number and details of Lease Deed Agreements for Allotted Property executed in the favors of Allottee/Buyer along with the particulars of the Property
    - iii. Copy of each such Lease Deed Agreements for Allotted Property executed in the favors of Allottee/Buyer for CGHIDB 's record.
    - iv. Certificate from the Lender of dues paid and outstanding (as per the Financing Agreement) if applicable
- 8.5 Provided however, that the Developer shall not assign or create any lien or encumbrance, except to the extent and in the manner specifically envisaged elsewhere herein, either on the Project Land, assets of CGHIDB or on any of the structures/buildings/ units comprising the Project and hereby permitted to be developed by the Developer.
- 8.6 Provided further that Developer shall not transfer in any manner whatsoever the Development Rights of the Project Land or part thereof except to the extent and in the manner specifically mentioned in this agreement. A default in this respect shall be



treated as Developer's Event of Default.

8.7 **Execution of Lease Deed Agreement for CLP** – Only CGHIDB will execute the Lease Deed Agreement for CLP in the favors of Buyer/Lesse on written request of Developer on the occurrence of sale of units on CLP.

8.8 The Parties expressly agree that the Development Rights on License basis committed by CGHIDB with respect to the CLP would be granted to the Developer under this License Agreement, provided Developer adheres to the terms and conditions and Developers obligations and Developers payment obligations under this License Agreement.

8.9 **Valuation of CLP**

The premium amount for CLP area will be evaluated as per square unit rate derived from the premium quoted by the bidder (i.e. Premium quoted by the bidder divided by total area of CLP).

8.10 **Variation in Land Area -**

- a. At the time of handing over of the CLP, if the area of land is different from what stated in the RFP Document, in such cases the value of CLP will be evaluated for actual land area.
- b. In case the area of CLP is found excess as mentioned in the bid document, the developer shall construct government facilities or pay additional cost on pro-rata basis or both equivalent to the value of the excess area of CLP.
- c. In case the area of any CLP is found less than the area mentioned in the bid document due to legal or any other issues, the value of work to be completed for allotment of such CLP shall be recalculated as per the actual area of the CLP.
- d. The actual execution of the works on the CLP, which will not be affected due to the variation in land shall not be hindered on account of any variations in land.

## **9 Launch of Development Works on CLP**

9.1 The Developer upon payment of the Installments of Premium due and payable on date as per schedule D of this Agreement shall have right to develop residential/commercial/mix use/or any other permissible development on CLP.

9.2 To officially launch / apply for RERA approval / construct any structure on the CLP for Redevelopment Project, Developer shall be liable to pay at least 25% of the Premium of Monetary Terms and construct Government Facilities equivalent to 25% of the estimated construction cost or submit additional Bank Guarantee of the

equivalent amount of Government Facilities (not acceptable in case of the compensation of Government Facilities in monetary terms).

- 9.3 The developer shall start booking after launch as stated in 9.2 hereinabove for residential/commercial or any other permissible use as per the approved layout plan and other applicable property as per provisions and in accordance with the RERA Act.
- 9.4 The developer shall not be allowed to earn any consideration before launch of Redevelopment project as stated in 9.2 hereinabove.

## **10 Insurance**

### **10.1 Insurance**

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

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

### **10.2 Notice to CGHIDB**

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

### **10.3 Evidence of Insurance Cover**

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

#### **10.4 Failure to Insure**

In the event that the Developer fails to procure and maintain, at all times, the insurances for which it is responsible pursuant hereto, the event of default as per the Article 19 shall be applicable.

If the Developer fails to procure and maintain, at all times, the insurances for which it is responsible pursuant hereto, CGHIDB shall be indemnified from any risk attributable to the event and CGHIDB shall not be liable for any of the occurrences attributable thereto.

#### **10.5 Waiver of Subrogation**

All insurance policies in respect of the insurance obtained by the Developer pursuant to these provisions shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, CGHIDB and its assigns, successors, undertakings and their subsidiaries, constituents, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

#### **10.6 Developer's Waiver**

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

### **11 Accounts and Audit**

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

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

e) Application of equity fund

- 11.2 CGHIDB shall have the right to inspect the records of the Developer during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and the same shall be provided free of costs by the Developer to CGHIDB without any reservations.
- 11.3 The Developer also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish free of costs to CGHIDB its audited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by companies listed on a stock exchange.

## **12 Development of the Government Facilities**

- 12.1 It is expressly agreed between and by all the parties, that Timely completion of project/Government facilities is the essence of this Agreement.
- 12.2 In accordance with the provisions of this License Agreement, CGHIDB grants license to the Developer along with handing over of the Project Site, to:
- a) Develop, Engineer, Finance, Procure & carry out Construction and Development of Government Facilities at project site along with all their Assets and Facilities, Required Building Services, Site infrastructure and Utilities, Green Buffer and required Open spaces in the Project Site including Road Infrastructure Development, shifting of utilities, etc. along with all their Assets and Facilities (described in the provisions of **Schedule B, Annexure 1** of this Agreement) during the Construction Period, as per the Design, including Planning, Architecture, Structure, Services, and approved Drawings, Technical Specifications & General Terms and Conditions & Lumpsum Amount and Abstract Estimates provided in the **Schedule B, Annexure 2, 3 & 5** of this Agreement and Good for Construction Drawings provided by CGHIDB during Implementation based on the Project Phasing Milestones (provided in **Schedule B Annexure 4** of this Agreement), and in accordance with this License Agreement.
  - b) The developer shall submit the monthly progress reports along with detail measurements for checking and valuation as per Schedule B, Annexure 5 of this License Agreement.
  - c) The Developer shall assist CGHIDB to apply and obtain the applicable, necessary and requisite Approvals/Permits/Clearances/Sanctions etc. from the Competent Authorities/ Agencies for the all Government. Facilities & Assets, Facilities & Utilities therein;

- d) Access the Project Site strictly for the purpose of Construction and Development of the all Government Facilities & Assets, Facilities & Utilities therein and Development on CLP; in accordance with this License Agreement; (herein collectively referred to as the '**License Rights**')
  - 12.3 The right conferred on the Developer upon the Terms and Conditions herein during the Construction Period as applicable is only that of a developer, which are not transferable in any condition whatsoever.
  - 12.4 It is expressly agreed that the License granted to the Developer hereunder shall be co-terminus with the License Agreement and shall be revoked automatically with the early determination or termination of the License Agreement, without the need for any action to be taken by CGHIDB to terminate the License separately.
  - 12.5 The Developer shall
    - a) Carry out all Surveys and Investigations required for carrying out engineering/structural design and preparation of good for construction drawings for Construction and Development of Government Facilities and Assets such as Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for all the Project Sites for Government Facilities as per the instructions of Nodal Officer and submit a copy of the same to Nodal Officer.
    - b) Obtain and perform, all necessary Procurement, Supplies, Installation, Erection, Construction, Testing, Commissioning, Operation and Turning over services, activities and work (including all rectification and remedial services, activities and work relating to defects and deficiencies) for the Government Facilities and Assets there under enumerated in (**Schedule B, Annexure 1** of this Agreement);
    - c) Provide all necessary and sufficient equipment's, materials, items, supplies, utilities, power and fuel and experienced labour and personnel having the requisite expertise for the above purpose in accordance with the **Technical Specifications & Special Terms and Conditions** set out in (**Schedule B, Annexure 3** of this Agreement), and even where not specifically described in the Technical Specifications, will be provided, if it may be reasonably inferred in accordance with good industry practice that the providing, furnishing or performing such additional items was contemplated as part of the Government Facilities and their Assets (herein collectively constituting the "**Government Facilities**")

#### 12.6 Access to the Project Site

The Project Site is hereby licensed to the Developer, solely for the purpose of undertaking the construction and Development of respective Government facilities and their assets. In accordance with the Master Project Schedule approved by the Nodal Officer, the Developer shall have the right to enter upon the Project Site to implement

the Government Facilities and their assets, without interruption or interference, together with the full and free right and liberty of way and passage and other rights in relation thereto.

#### **12.7 Vesting Project Site**

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

#### **12.8 Developer’s Obligations**

**12.8.1** In addition to complying with all requirements set out hereof, the Developer shall in particular be obliged to complete the construction and development of Government Facilities and their assets by **Construction Completion Date** and hand over & transfer the Government Facilities and their Assets to concern department as applicable by the **Handover Date** occurring 3 (Three) Months from Construction Completion Date, failing which Developer will be liable to pay liquidated damages to CGHIDB as per the provisions of **Clause 16.3**.

**12.8.2** The Developer shall provide at his own cost and expense all Government Facilities and their assets and utilities/facilities and shall apply and procure any and all approvals/connections (electricity, water, fuel, consumables and any other services) required for the same from the Competent Authorities.

**12.8.3** All Assets and Utilities shall be provided on a metered basis and necessary and requisite arrangements shall be made by the Developer as per the instructions and/or directions of the Concerned Department / Agency.

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

**12.8.5** The Developer shall, within **2 (Two) Months from** the approval of the Government Facilities and their assets Plans by the Nodal Officer/CGHIDB , but only after Conditions Precedent have been fully satisfied, in accordance herewith and the prescribed procedure for Construction and Development of Government Facilities and their assets of the Competent Authorities, Commence the Construction and Development of Government Facilities and their assets upon the respective Project Site.

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



liability/responsibility of CGHIDB.

- 12.8.7 If proposed site for Government Facilities is not sufficient or available for construction or development due to unavoidable reason or circumstances, in such cases, CGHIDB may identify / propose new land parcel for construction of government facilities, preferably within the same city limits but not beyond the administrative limits of the district where original site existed.

## **12.9 Construction Methods**

- 12.9.1 The Developer shall undertake the Construction and Development of Government Facilities and their assets in accordance with the specified provisions, in pursuance of the Terms and Conditions of this Agreement, and the latest revisions and innovations practicable/consistent with the Engineering and Design of the Government Facilities and their assets. The Developer shall also incorporate experience gained in the course of Design, Engineering, Procurement, Construction, Erection, Installation, Testing, Commissioning of other similar facilities constructed by the Developer.
- 12.9.2 The Developer shall perform the Construction and Development of Government Facilities and their assets and all of its Obligations and Responsibilities using due care and diligence in a professional manner, using sound engineering and design principles and project management and supervisory procedures and in accordance with good industry practice such that besides complying with every requirement and obligation set forth in this License Agreement and Applicable Laws.
- 12.9.3 The Developer shall also ensure that the Government Facilities and their assets are of the nature, quality and standard contemplated in the Technical Specifications as specified and in compliance with the General Terms and Conditions provided in the Schedule **B, Annexure 3** of this Agreement.

## **12.10 Maintenance of the Project Site**

- 12.10.1 The Developer shall keep the Project Site reasonably clean, hygienic and free from accumulation of waste materials, rubbish and other debris resulting from the performance of the Construction and Development of Government Facilities and their assets. On or before the Handing over & transfer of the Government Facilities and their assets, the Developer shall remove from the Project Site all waste materials, rubbish and other debris, as well as all tools, construction equipment, machinery and surplus material to which any government department does not hold title and shall leave the Project Site in a neat, clean, vacant and usable condition.
- 12.10.2 The Developer shall provide any temporary works (including roadways, footways, guards diversions, and fences) which may be necessary for the execution of the Government Facilities and their assets, for the use and protection of the public and owners and occupiers of adjacent land.
- 12.10.3 The Developer shall take all measures to maintain the health and safety of all persons

and to prevent injury to persons or damage to any property on the Project Site or in the vicinity thereof, as a result of Developer performing the construction and Development of Government Facilities and their assets, including the protection of the existing facilities or facilities or work in progress by the Developer.

#### **12.11 Operations and Maintenance of the Government Facilities and their Assets till completion**

- 12.11.1 The developer shall be responsible for the operation and maintenance of Government Facilities and their Assets till completion of the same and shall hand over the same to CGHIDB/ GoCG/ Respective Department, as applicable, subject to provisions of **Clause 12.17, 12.18 and Schedule B Annexure 6 of this Agreement** related to Defects Liability Period.
- 12.11.2 The Developer shall also ensure that the Government Facilities and their Assets and Facilities are cured of all deficiencies and defects at the time of handing over. The Developer shall also deliver to the Nodal Officer or his authorized representative relevant records, plans, documents, reports, etc. pertaining to the Government Facilities and their Assets and its design, engineering, construction including all Applicable Permits obtained, programs and manuals pertaining thereto and eight (8) sets of complete duly certified as-built drawings, plans and as-installed/laid line diagrams of services such as water supply, sewerage, storm water drainage, power supply, telecommunication lines, fire-fighting etc. and two (2) sets of the same in appropriate electronic formats in CD/DVDs on or before the handover date.
- 12.11.3 The Developer shall also prepare and submit instructions, operation and maintenance manuals including copies of warranty/guarantee certificates for the use, operation and maintenance of the plants, equipment, installations and other works such as waterproofing, anti-termite treatment have been made part of the Government Facilities and Assets. Such instructions, operation and maintenance manuals shall be submitted to the Nodal Officer at the time of handing over in eight (8) sets comprising the following
- a) Description of the Assets and Facilities
  - b) Operating Instructions
  - c) Maintenance Instructions including procedures of preventive Maintenance
  - d) Manufacturer's Catalogues
  - e) Spare Parts List
  - f) Trouble Shooting Charts
  - g) Related Drawings,
  - h) Type and routine test certificates for major items

#### **12.12 Safety and Environment Pollution Control**

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

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

### **12.13 Security Regulations**

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

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

### **12.14 Developer’s Responsibility for Access to Project Site**

12.14.1 The Developer shall:

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

### **12.15 Inspection, Examination and Testing**

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

12.15.2 All Design, Engineering, Equipment, Materials and Workmanship supplied by Developer or for which Developer is responsible shall be subject during normal

business hours to Inspection, Examination and Testing by CGHIDB / Project Consultants / any designated consultants and representatives at any and all times during Design, Engineering, Manufacture, Procurement, Fabrication, Installation and Construction and at any and all places where such Design, Engineering, Manufacture, Procurement, Fabrication, Installation and Construction are carried on.

### **12.15.3 Testing Laboratory**

- a) The Developer shall setup, establish and maintain a fully functional testing laboratory at site, wherein all the mandatory tests, as specified by the BIS/IS codes, shall be performed on a regular basis and/or at all defined stages of construction. The Developer shall maintain a separate and detailed register for all the tests performed and all the results shall be recorded. The Developer shall also provide all necessary and requisite assistance to CGHIDB nominated agency (Chief Technical Examiner, GoCG) to examine, test and verify the materials and processes being employed in the construction at sites.
- b) The Developer shall arrange for and provide all assistance to the GoCG authorized department (CGPWD) to conduct relevant tests in the laboratory. Samples of materials/products shall also be got approved by a Government of India and/or GoCG approved laboratories and maintain a register wherein all records of results shall be duly maintained. Such registers shall always be made available to CGHIDB on requests and CGHIDB shall have all rights and powers to reject any and/or all such materials, products and processes found to be defective, faulty and/or deficient in meeting the specified standards of quality and/or workmanship.

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

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

### **12.16 Handing over and Transfer**

12.16.1 Upon the completion of the Development, Construction and other activities, in relation to the Government Facilities and their Assets, in accordance with the terms

of this License Agreement, the Developer shall intimate CGHIDB in writing (herein the **“Government Facilities Completion Notice”**). In case of developer seeks approval of part completion as per the Project Phasing Milestones (as per **Schedule B, Annexure 4** of this Agreement) **Part Completion Notice for Government Facilities** may be issued as per the master project schedule of implementation agreed with the Nodal Officer.

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

12.16.3 In the event that the Government Facilities and their Assets complies with the Terms and Conditions of this License Agreement, including but not limited to the Technical Specifications, CGHIDB shall issue a notice to the Developer pursuant to which the Developer shall transfer the entire Government Facilities and their Assets to concern departments applicable (herein the **“Handing over”**) within thirty **(30) days** from the date of inspection as mentioned in clause above. After successful handing over of the Government Facilities and their Assets, CGHIDB shall issue Final Completion and hand over Certificate for Government Facilities (herein the **“Final Completion and hand over Certificate for Government Facilities”**) to the Developer. In case of **Part Completion Notice for Government Facilities** by Developer, CGHIDB may carry out inspection as per the **Clause 12.17.2** herein and shall issue **“Part Completion Certificate for Government Facilities”** to the developer without handover of the Government Facilities and their Assets.

12.16.4 If the Government Facilities and their Assets does not comply with the Terms and Conditions of this License Agreement, including but not limited to the Technical Specifications, CGHIDB shall issue a notice to the Developer within **Fifteen(15) days** of inspection under **Clause 12.17.2** herein, indicating the defects/snags, requiring the Developer to take such remedial/corrective measures to the Government Facilities and their Assets or any part thereof, as would be required to ensure its conformity with the requirements hereof (herein the **“Cure Notice”**).

In the event that CGHIDB issues a **Cure Notice**, as stated above, the Developer shall undertake such remedial/corrective measures, which are/may be required in terms of the **Cure Notice** within **Thirty (30) Days** from the issue of **Cure Notice** herein; where after the Developer may issue another **Government Facilities Completion Notice**. On receipt of such fresh Notice, CGHIDB along with the CGPWD/Concerned department as applicable, shall undertake a fresh inspection and subject to the to the satisfaction of CGHIDB, shall issue a **“Final Completion and hand over Certificate for Government Facilities”** within **30 (thirty) days** of the Developer’s compliance to **Cure Notice**, pursuant to which the Developer shall transfer the entire Government Facilities and their Assets to concern department as Applicable.

- 12.16.5 The Developer agrees and undertakes to achieve **Hand Over of completed Government Facilities by Hand Over Date** mentioned in the **Clause 12.9.1** herein, failing which Developer will be liable to pay liquidated damages to CGHIDB as per the provisions of **Clause 16.3**.
- 12.16.6 Consequent to the issuance of the “**Final Completion and hand over Certificate for Government Facilities**”, Developer shall furnish a Demand Draft/Bank Guarantee in the favour of CGHIDB for an amount and validity specified in **Clause 13.2 herein** as an interest free Security Deposit, as part of its obligations mentioned in the **12.18 and Schedule B Annexure 6 of this Agreement** in relation to the Defects Liability for Government Facilities (referred to as “**Security Deposit for Defects Liability Period of Government Facilities**”). CGHIDB shall within **30 (thirty) days of receipt** of such Security deposit mentioned herein this clause, release the Performance Security in its possession and discharge the Developer of its liabilities under the same.
- 12.16.7 The Developer’s obligations in respect of the Government Facilities and their Assets shall be up to the expiry of **5 (five) years (“Defects Liability Period”)** from the Handing over and transfer of the Government Facilities and their Assets to concern Department as Applicable, provided no snags/defects arise, in such a case then, the obligations shall continue till the date the same snags/defects are duly rectified and/or remedied, only after expiration of which the Developer would become eligible to recover the **Security Deposit for Defects Liability Period of Government Facilities**. The Scope of the Defects Liability Period for Government facilities and Assets has been described in the **Schedule B Annexure 6 of this Agreement**.

## **12.17 Final Acceptance**

- 12.17.1 Upon the completion of the Defects **Liability Period** of **5 (Five) years** from the date of handing over and Transfer, the Developer shall notify CGHIDB and request for the release of the Security Deposit for Defects Liability Period of Government Facilities.
- 12.17.2 CGHIDB shall, within **30 (thirty) days** of the receipt of the said notice, along with concern department as applicable, inspect the Government Facilities and their Assets to ascertain the snags/defects in the Government Facilities and their Assets. For the purpose of identification of snags/defects in the Government Facilities and their Assets, the CGPWD/CPWD manuals or any other manual or generally accepted practices shall be followed.
- 12.17.3 If the Government Facilities and their Assets require any rectification/remedial measures for the defects which have surfaced, CGHIDB shall issue a notice to the Developer within **30 (thirty) days** from the date of inspection (herein the “**Cure Notice**”) indicating and requiring the Developer to make such rectification/remedial measures to the Government Facilities and their Assets or any part thereof, as would



be required to ensure cure of the identified defects.

- 12.17.4 In the event that CGHIDB issues a **Cure Notice**, the Developer shall be bound to undertake the instructed remedial/rectification works, that are required in terms of the Cure Notice, within **30 (Thirty) days** of issue of **Cure Notice**, where after the Developer may issue another request for the release of the Security Deposit for Defects Liability Period of Government Facilities. On receipt of such fresh request, CGHIDB, shall under take a fresh inspection, and ensure that all the pointed snags/defects have been duly and satisfactorily rectified/remedied, and consequently shall issue the certificate of Final Acceptance (herein the “**Certificate of Final Acceptance**”) within **30 days** of the Developer’s compliance to **Cure Notice** to the satisfaction of CGHIDB as applicable, and release the Security Deposit for Defects Liability Period of Government Facilities within **30 (thirty) days**.
- 12.17.5 In case the Developer fails to remedy/rectify the identified defects within **30 (Thirty) days** of issue of **Cure Notice** as per the provisions of **Clause 12.18.3** herein, CGHIDB shall be entitled to get the said defects remedied/rectified through any other agency and deduct the costs incurred from the Security Deposit for Defects Liability Period of Government Facilities and release the balance amount to the Developer.

## **13 Deposits**

### **13.1 Performance Security**

- 13.1.1 As an assurance towards complete and successful performance of its obligations towards the Government Facilities and Development on CLP and their Assets as per provisions hereof, the Developer shall, prior to the Effective Date, provide CGHIDB with an irrevocable, unconditional, first demand interest free Demand Draft/Bank Guarantee issued by a Nationalized Bank, or a Scheduled Bank in India, payable at ....., for an amount equivalent to **5% of the Quoted Premium**, which shall remain valid and effective and be maintained in full force until the Final Handing over and transfer of the Government Facilities and completion of redevelopment project on CLP and their Assets, whichever is later (herein the “**Performance Security**”).
- 13.1.2 If Final Handing over or completion of Redevelopment Project on CLP whichever is later has not occurred within **30 (thirty) days** prior to the scheduled expiry of the Performance Security, the Developer shall arrange for an extension of the Performance Security. If Developer fails to extend the Performance Security, CGHIDB shall be entitled to invoke the Performance Security, in part or in whole, pending Final Handing over, provided that the amount so received shall be treated as a cash retention and to the extent there are no outstanding claims thereto, shall be released upon the submission of a new Demand Draft/Bank Guarantee acceptable to CGHIDB or upon Final Handing over and transfer of the Government Facilities and their Assets as well as Development on CLP and subsequently developer furnishing Security Deposit for Defects Liability

for Government Facilities and Development on CLP, whichever is later.

13.1.3 CGHIDB shall have an unqualified right over the Performance Security to draw on the guarantee and claim the amount there under in the event of Developer’s failure to honor any of its obligations, responsibilities or commitments under, including a failure to achieve Final Handing over as per provisions hereof.

13.1.4 In the event CGHIDB draws on the Performance Security, in part or in full, to recover the liquidated damages payable, the Developer shall immediately restore the value of the Performance Security to such value which existed prior to drawl of the Performance Security to recover liquidated damages payable hereunder.

13.1.5 The Developer shall after issuance of Final Completion and Hand over Certificate for Government facilities furnish a Demand Draft/Bank Guarantee in the favour of CGHIDB for an amount and validity specified in **Clause 13.2 herein** as an interest free Security Deposit, as part of its obligations in relation to the Defects Liability for Government Facilities.

## **13.2 Security Deposit for Defects Liability Period of Government Facilities**

13.2.1 As an assurance towards complete and successful performance of its obligations towards the Defects Liability of the Government Facilities and their Assets as per **Clause 12.17, 12.18 and Schedule B Annexure 6 of this Agreement** and as per provisions hereof, the Developer shall after issuance of Final Completion and Hand over Certificate for Government facilities, additionally provide CGHIDB with an **Security Deposit**, for an amount equivalent to **5% of the estimated Cost of Government Facilities**, which shall remain valid and effective and be maintained in full force until after **5 (five) years** from the issue of **Final Completion and hand over Certificate for Government Facilities** for the Government Facilities and their Assets (herein the “**Security Deposit for Defects Liability Period of Government Facilities**”) in the form of irrevocable, unconditional, first demand interest free Demand Draft/Bank Guarantee issued by a Nationalized Bank, or a Scheduled Bank in India payable at .....

13.2.2 The said Security Deposit for Defects Liability Period of Government Facilities shall be in the favor of CGHIDB and furnished by the Developer with the CGHIDB to ensure and commit unconditional earnest in rectifying/remedying any and/or all snags/defects which may arise in the Government Facilities and their Assets during the Defects Liability Period of 5 (five) years from the date of issue of Final **Completion and hand over Certificate for Government Facilities**. The Scope of the Defects Liability Period for Government facilities and Assets has been described in the **Schedule B Annexure 6 of this Agreement**.

13.2.3 CGHIDB shall have an unqualified right over the Security Deposit for Defects Liability

Period of Government Facilities to draw upon and claim the amount there under in the event of Developer’s failure to honor any of its obligations, responsibilities or commitments under the scope of Defects Liability Period for Government Facilities and Assets, including a failure to rectify/remedy any/all snags/defects as identified by the CGHIDB in its Cure Notice under Clause 12.18.3 herein.

13.2.4 In the event of the Developer not able to or failing to remedy /rectify the identified defects within a reasonable time, the CGHIDB shall be at liberty to get the same rectified/remedied by any other agency and deduct the costs incurred in such remedial/rectification works from the Security Deposit for Defects Liability Period of Government Facilities.

13.2.5 In the event CGHIDB draws on the Security Deposit for Defects Liability Period of Government Facilities, in part or in full, to recover the costs incurred in remedying/rectifying works, the Developer shall be eligible to receive only the balance amount of the Security Deposit for Defects Liability Period of Government Facilities as per the Clause 12.18.5 herein.

13.2.6 CGHIDB shall within 30 days of issue of Certificate of Final Acceptance for Government Facilities and their Assets as per the Clause 12.18.4 herein, release the Security Deposit for Defects Liability Period of Government Facilities.

### **13.3 Security Deposit for Defects Liability Period of CLP**

13.3.1 As an assurance towards complete and successful performance of its obligations towards the Defects Liability of the Development on CLP **as per this Agreement**, the Developer shall after issuance of Final Completion of Redevelopment Project on CLP, additionally provide CGHIDB with an **Security Deposit**, for an amount equivalent to **5% of the of Premium**, which shall remain valid and effective and be maintained in full force until after **5 (five) years** from the issue of **Final Completion** of Redevelopment Project on CLP and their Assets (herein the “**Security Deposit for Defects Liability Period of CLP**”) in the form of irrevocable, unconditional, first demand interest free Demand Draft/Bank Guarantee issued by a Nationalized Bank, or a Scheduled Bank in India payable at .....

13.3.2 The said Security Deposit for Defects Liability Period of CLP shall be in the favor of CGHIDB and furnished by the Developer with the CGHIDB to ensure and commit unconditional earnest in rectifying/remedying any and/or all snags/defects which may arise in the CLP and their Assets during the Defects Liability Period of 5 (five) years from the date of issue of **Final Completion and hand over Certificate for CLP**. The Scope of the Defects Liability Period for Government facilities and Assets has been described in the **Schedule B Annexure 6 of this Agreement shall also be applicable for CLP**.

- 13.3.3 CGHIDB shall have an unqualified right over the Security Deposit for Defects Liability Period of CLP to draw upon and claim the amount there under in the event of Developer’s failure to honor any of its obligations, responsibilities or commitments under the scope of Defects Liability Period for CLP and Assets, including a failure to rectify/remedy any/all snags/defects as identified by the CGHIDB in its Cure Notice under Clause 12.18.3 herein.
- 13.3.4 In the event of the Developer not able to or failing to remedy /rectify the identified defects within a reasonable time, the CGHIDB shall be at liberty to get the same rectified/remedied by any other agency and deduct the costs incurred in such remedial/rectification works from the Security Deposit for Defects Liability Period of CLP.
- 13.3.5 In the event CGHIDB draws on the Security Deposit for Defects Liability Period of CLP, in part or in full, to recover the costs incurred in remedying/rectifying works, the Developer shall be eligible to receive only the balance amount of the Security Deposit for Defects Liability Period of CLP.
- 13.3.6 CGHIDB shall within 30 days of issue of Certificate of Final Acceptance for CLP and their Assets, release the Security Deposit for Defects Liability Period of CLP.

## **14 Appointment of Nodal Officer and Approval of Plans**

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

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

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

14.2.2 The Developer shall within **2.5 (two and half) months** of the **Effective Date** submit to Copy to the Nodal Officer, the application containing:

- a) The Master Project Schedule containing Construction Phasing plan for the development of the Project and Project Assets (prepared in co-ordination with the Project Phasing Milestones provided in **Schedule B, Annexure 4** of this Agreement) and a demolition plan for dismantling the existing structures thereon, worked out on basis of the phasing plan and time frame defined in the Agreement. Any construction or demolition activity shall commence only after the receipt of approval for the same from the Nodal Officer/ CGHIDB.

14.2.3 All plans/schemes/designs of Government facilities and their Assets shall be provided to the Developer by CGHIDB and all working/fabrication/shop drawings prepared by developer for execution purposes shall be duly approved by the CGHIDB.

14.2.4 It is expressly clarified that the Developer shall not be permitted to apply for approvals from municipal/local authorities or commence any work in relation to the Project and their Assets until it has obtained the approval of the Nodal Officer/ CGHIDB in accordance with provisions specified hereof, and thereafter the Developer shall not be permitted to make any alterations or additions to its approved plans without the prior approval in writing of the Nodal Officer/ CGHIDB.

14.2.5 No work shall commence without prior approval of Nodal Officer/ CGHIDB and subsequently sanctions/approvals/permits/clearances of all concerned municipal/local authorities is obtained except land development, fencing, site clearance, demolition of redundant structures etc. which can be permitted by the Nodal Officer on express request by the Developer.

14.2.6 The Developer shall assist for obtaining and maintaining all applicable approvals/sanctions/permits/clearances which are required under the applicable laws to undertake the Project. CGHIDB shall facilitate developer in obtaining applicable approvals/sanctions/permits/clearances which are required under the applicable laws. CGHIDB/GoCG will bear all statutory costs and payments for all statutory approvals/sanctions /permits/clearances (including environmental clearances if applicable) for Government Facilities and their Assets and Developer will bear all statutory costs and payments for all statutory approvals/sanctions/permits (including



environmental clearances if applicable) for Development works on CLP.

14.2.7 The Developer shall duly submit a certified copy of all applicable approvals/sanctions/permits/clearances received by it to the Nodal Officer/ CGHIDB.

## **15 Development works on Compensatory Land Parcel**

15.1.1 Pursuant to this License Agreement, CGHIDB shall transfer the possession of the CLP or any Part thereof as the case may be for the purpose of survey, investigation, approvals, sanctions, etc. However, the Developer shall not be allowed to launch the project on CLP until the fulfilment of payment of premium as per **Article 9**.

15.1.2 The developer shall be allowed to launch the project officially, only upon the payment, of premium as per provision of **Article 9**.

15.1.3 Developer shall be allowed to enter into the 'Agreement to Sale' for the built-up area equivalent to percentage of cumulative of the payment of premium and construction of Government Facilities. For the purpose of above permission, developer shall achieve minimum of 5% cumulative progress at a time, i.e., total of payment of premium and construction of Government Facilities over and above the any such earlier grant of permission. Upon such achievement, the developer shall request CGHIDB for permission to enter into the 'Agreement to Sale' for the cumulative progress.

15.1.4 The Developer shall have the Development rights on License basis on the CLP, to design, construct, develop, operate & maintain the said CLP or any Part thereof along with right to dispose the assets in the development works on the CLP subject to provisions of this agreement in general and **Article 8** herein and **Schedule C Annexure 2 & 3** of this Agreement in particular.

15.1.5 The Developer shall be liable and responsible to prepare the layout/building plans, services plan, master project schedule for the development works on the CLP. The developer shall obtain approval from Nodal Officer/CGHIDB for the detailed plan for the achievement of MDO and Special Conditions. The Developer shall obtain the requisite and necessary approvals/sanctions/permissions/clearances and etc. from the Competent Authority(s). Indicative list of various approvals / sanctions/permissions/clearances needed for development works on the CLP are listed in **Schedule E** of this Agreement.

15.1.6 The Developer may commence the construction and development works on the CLP only after payment of premium as stated in **Article 9** above and **Schedule C, Annexure 4**.

15.1.7 The Developer shall be responsible for the entire work related to the



demolition/dismantling of existing structures and services, site clearing and subsequent construction works required for the development of assets on the CLP, employing his own resources and bear all costs and expenses in this relation, with no liability/responsibility of CGHIDB.

- 15.1.8 The Developer shall Construct and Develop the Redevelopment Project on CLP employing his own resources (both financial and labour), tools, plants, equipment's, machinery etc. in the most professional manner adhering to the BIS/IS standards, National Building Code, Applicable Laws and Rules/regulations in strict conformance with the sanctioned plans.
- 15.1.9 The Developer shall indemnify CGHIDB of all claims, charges, suits etc. arising out of the liabilities of the Developer in the said the Development Works on CLP.
- 15.1.10 The Developer is obliged to comply with the Real Estate (Regulations and Development Act 2016 and rules made there under for disposal of Assets developed on the CLP.
- 15.1.11 The Developer shall take all precautions/necessary steps to protect and secure the rights of all allottees / buyers / users and/or the Lender as stated more specifically in the relevant clauses of this Agreement.
- 15.1.12 Upon receipt of Notice of Intention to Terminate from CGHIDB as the case may be, the Developer is bound to and shall immediately stop booking/allotment/disposal of Assets in the development works on CLP.

## **15.2 Project Sale**

### **15.2.1 Sales Mechanism**

The Developer shall solely be responsible for ensuring the marketability and salability of the Redevelopment Project for selling the dwelling units/built-up area as per the applicable laws, RERA etc.

### **15.2.2 Marketing of the Project**

- i. The Developer shall be solely responsible for marketing and selling the saleable Built-Up area under Redevelopment Project. The Developer shall undertake all marketing activities in this regard at its own costs and expenses. However, subject to Article 5.2.26, the Developer may appoint agencies for the marketing of the Project. During marketing, the schemes for Residential/Commercial/mixed-use Units, it shall be clearly specified that only land has been provided by CGHIDB for constructing and maintaining the Project, while it is the Developer who is responsible for construction, its quality parameters, delivery schedule, defects, if any, along with Operation and Maintenance of the Project as set forth in this agreement. The

- developer shall market and sale the project strictly according to the Selling Rights granted in proportion to the payment of Development Premium.
- ii. The Developer shall submit copy of all the marketing brochures/booklets, advertisement or any other marketing document etc. to CGHIDB for the purpose of information. CGHIDB may provide suggestions/inputs on such brochures/booklets or any other marketing document which shall be obliged for developer to include in said documents.
  - iii. Developer shall ensure to include as disclosure in all the marketing brochures/booklets, advertisement or any other marketing document or any other legal documents that “CGHIDB will have no liability towards any buyer or allottees or owners of the dwelling units with whom developer has any kind of contractual obligation or any other party impacted directly or indirectly and the Developer shall remain solely liable for its liability and obligations”.
  - iv. The Developer shall be allowed to enter into ‘Agreement to Sale’ as per clause 15.1.3 and sign the Sale Deed for Superstructure of Residential/Commercial/mixed-use Units in proportion to the payment of Premium made to CGHIDB as per Schedule C, Annexure 4.
  - v. The Developer shall get the draft Sale Deed approved from CGHIDB prior to its execution.
  - vi. CGHIDB shall execute the Lease Deed for land directly with the buyers of Residential/Commercial/mixed-use units as per Schedule C, Annexure 4.

#### **15.2.3 Selling price**

- i. The Developer will have the right to decide the selling price of Residential/Commercial/mixed-use Units. The Developer shall be free to announce schemes for selling of various Units in different lots, commensuration with the phasing of development in accordance with Article 9, with prior approval of CGHIDB.
- ii. The Developer will have the right to decide the amount, to be paid by the buyers of saleable Units as one time during the handing over for social, recreational common infrastructure etc.
- iii. The Developer will have the right to decide the amount, to be paid by the owners of saleable Units as recurring fee per month for providing service, maintenance of infrastructure and social, recreational common infrastructures etc. the same shall be informed to CGHIDB before finalization.
- iv. The Developer shall submit draft Lease deed document (which is to be executed by CGHIDB with buyer) to the CGHIDB not later than 15 days’ prior to CGHIDB for execution of the Lease deed of Land in favor of the buyer.

#### **15.2.4 Allotment Procedure**

The Developer shall be free to decide on the allotment procedure in accordance with the best business practice in a fair manner. The Developer shall inform and communicate the following to the prospective allottees clearly in writing:

- i. CGHIDB shall have no liability to the Developer or to the allottees for any act resulting from a breach by Developer of its obligations under this Agreement or any agreement or commitment made by the Developer to any third party including the allottees and owners of the Residential/Commercial/mixed-use units.
- ii. If CGHIDB issues Termination Notice for Developer’s Event of Default under Article 19, then CGHIDB shall not have the obligation to develop and operate the Project itself or through its agents/affiliates from the date of such termination Notice.
- iii. If CGHIDB decides to develop the Project, then CGHIDB shall provide during the period in which Termination Notice is in effect, notice to the Developer, to step in (whether itself or through its agents/affiliates) and shall carry on the development to such extent and at such additional cost to be borne by the allottees as it may deem fit. In such case, CGHIDB shall not be liable in any manner to the third party including the allottees and owners of the saleable units for any liability or commitment made by the Developer.
- iv. In the event of Termination of this Agreement, CGHIDB shall have no liability towards any third party, lenders to the Developer, contractors, service providers, suppliers or allottees / owners of dwelling units with whom Developer has any kind of contractual obligation and the Developer shall remain solely liable for its liability and obligations.

#### **15.2.5 Lease of Land in favor of Buyer**

- i. CGHIDB shall execute the lease-deed directly in favour of the buyer / allottee after intimation from the Developer regarding the execution of the sale-deed of super-structure. In such cases, Developer shall be responsible for all documentations, payment of stamp duty, and Premium for the proportionate land parcel.
- ii. Conditions for lease deed of land in favour of the buyer / allottee by CGHIDB shall be as per the Schedule C – Annexure 4.
- iii. The built-up area shall be allotted to the person with whom the Lease deed for the saleable unit has been executed by CGHIDB as per applicable laws, on a lease of 30 years. The initial lease period shall be 30 years, which shall be renewed for two such terms each of 30 years. Annual Lease rent for residential, Commercial area and for other activities shall be as per the prevailing rates of CGHIDB. The total Development Premium shall be divided proportionally over the carpet area

allotted/leased to saleable unit owners, the same shall be collected by Owners' Association/Housing Society from members of Owners' Association/Housing Society to the CGHIDB in advance. Prior to formation of Owners' Association/Housing Society, the lease rent shall be paid by the saleable unit owner with whom the Lease Deed has been executed by CGHIDB.

- iv. The developer shall develop the project as per the terms of this agreement. Once all the units are sold and all obligations as per this agreement are fulfilled by Developer, then a Conveyance deed shall be executed between the Owners' association/housing society of the project and CGHIDB with Developer as a confirming party to the said Conveyance deed. The society shall issue a membership certificate to all the owners. All costs towards execution of Conveyance deed shall be the liability of the developer and/or Owners' association/housing society as mutually agreed between them.
- v. The lease deed will clearly specify that only the land has been provided by CGHIDB to the Developer and the Developer is solely responsible for construction and development, their quality, timely delivery of saleable Units, and all claims/liabilities and compensation towards defects/delay or any consumer grievances whatsoever. All expenses in respect of execution and registration of the Lease Deed or Agreement to Lease, as the case may be, including the Stamp Duty and registration fee, shall be borne by the saleable Unit buyer.

#### **15.2.6 Free Hold**

- i. Anytime after lease-deed execution by the CGHIDB in favour of the buyer/allottee, the Lease may be converted to Free Hold ownership by the buyer / allottee, as per the applicable rules of CGHIDB, prevailing on the date of written application to convert the lease hold to free hold ownership from the Owners' Association /Housing Society.
- ii. In the event of satisfactory Project Completion occurs before the scheduled completion date for Redevelopment Project, CGHIDB will allow transfer of ownership on free hold basis, directly in favour of the buyer / allottee.

#### **15.2.7 Lease of land in case of common areas and facilities**

In case of the common facilities like open area, circulation area, green spaces, land for Recreation Club and Community Centre, the common plot area shall be leased by CGHIDB to the Owners' Association /Housing Society of saleable Units at one time facility charges as decided by the CGHIDB.

#### **15.2.8 Service Charges**

The lease holders shall be liable to pay the service charges towards the operation and

maintenance of external infrastructure, to CGHIDB/ULB/Concerned Authority. The CGHIDB reserves the right to modify the service charges from time-to-time. The Lease deed should clearly indicate the above provisions.

#### **15.2.9 Developer's Liability to Saleable Unit owners**

The Developer further agrees and undertakes that it shall be solely and exclusively liable to the saleable Unit owners for all acts and omissions attributable to the Developer and/or the Contractor and/or the Operator / Service provider.

### **15.3 Redevelopment Project Completion**

15.3.1 Redevelopment Project Completion will occur when either the agreement period is completed (including any extension, if provided) or Developer has completed all its obligations and responsibilities as per this agreement, conditions to:

- i. That the Developer has completed construction and development of Redevelopment project as per the MDO and Special Conditions, approved layout & building permission and within the prescribed timelines (including extension, if any).
- ii. Developer has paid all instalments of Monetary terms of Premium as per Schedule D.
- iii. All the government facilities, assets and infrastructure has been completed and handed over as per the designs and specifications.
- iv. Developer has paid or settled any or all penalties / liquidated damages / interest / taxes / dues or any other liability related to the Government facility or redevelopment project in this agreement or any third-party government agency.

15.3.2 On such above completion of the entire Project, the Developer shall submit the following documents and shall apply for the issuance of a "Completion Certificate" to CGHIDB:

- i. Completion certificate from ULB for the Redevelopment Project.
- ii. No dues certificate from various statutory agencies and utilities.
- iii. Submission of four copies of all the as-built drawings or any other documents in hard and soft format as may be required by the CGHIDB.
- iv. An affidavit confirming that the Developer has constructed the Project as per the approved Building plans, instructions of CGHIDB and in conformity of Indian Standard codes and achieved the MDO Milestones as per Schedule C – Annexure 3.
- v. NOC from Fire authority and other competent Authorities.
- vi. Any other documents/NOC if applicable

15.3.3 The CGHIDB after due verifications, shall issue Completion Certificate within 30 working days of receipt of such application from the Developer. In the event of deficiencies, the CGHIDB will communicate such deficiencies to the Developer within

30 days. After rectification of deficiencies within a period of 30 days, after the date of receipt of the said communication from CGHIDB, the Developer shall again apply for Completion Certificate along with a compliance report. The CGHIDB may issue the Completion Certificate after due verification of the said revised application by the Developer, before the expiry of 15 working days after the date of receipt of the revised application.

#### **15.3.4 Obligations after Project Completion**

- i. Any unsold units / built-up area in the CLP/Redevelopment Project shall be vested with the CGHIDB without any compensation to the Developer.
- ii. Operation and maintenance of the Redevelopment Project till the completion of DLP period in accordance with the provision of the Article 15 or the handing over of the project to Owners' Association /Housing Society/Resident Welfare Association or Urban Local Bodies, whichever is later, as the case may be.

#### **15.4 Other Requirements**

##### **15.4.1 Access to the Project Site**

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

##### **15.4.2 Developer's Sites Obligations**

- a. All Assets and Utilities shall be provided on a metered basis and necessary and requisite arrangements shall be made by the Developer as per the instructions and/or directions of the Concerned Department / Agency.
- b. The Developer shall procure and obtain at its own cost and expense, all such permanent utility linkages from the Competent Authorities to ensure adequate supply in the Development of CLP and their assets and utilities/facilities. CGHIDB shall assist the Developer in procuring the same on best effort basis without any binding obligation whatsoever.
- c. The Developer shall be responsible for the entire work related to the demolition/dismantling of existing structures and services, site clearing and subsequent construction works required for the development of assets on the Project Site, employing his own resources and bear all costs and expenses in this relation, with no liability/responsibility of CGHIDB.

##### **15.4.3 Construction Methods**

- a. The Developer shall undertake the Construction and Development of CLP and their



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

- b. The Developer shall perform the Construction and Development of CLP and their assets and all of its Obligations and Responsibilities using due care and diligence in a professional manner, using sound engineering and design principles and project management and supervisory procedures and in accordance with good industry practice such that besides complying with every requirement and obligation set forth in this License Agreement and Applicable Laws.
- c. The Developer shall also ensure that the Development of CLP and their assets are of the nature, quality and standard contemplated as per Good industry Practice.

#### 15.4.4 Maintenance of the Project Site

- a. The Developer shall keep the Project Site reasonably clean, hygienic and free from accumulation of waste materials, rubbish and other debris resulting from the performance of the Construction and Development of CLP and their assets. On or before the transfer of the development on CLP and their assets, the Developer shall remove from the Project Site all waste materials, rubbish and other debris, as well as all tools, construction equipment, machinery and surplus material to which any government department does not hold title and shall leave the Project Site in a neat, clean, vacant and usable condition.
- b. The Developer shall provide any temporary works (including roadways, footways, guards diversions, and fences) which may be necessary for the execution of the Development of CLP and their assets, for the use and protection of the public and owners and occupiers of adjacent land.
- c. The Developer shall take all measures to maintain the health and safety of all persons and to prevent injury to persons or damage to any property on the Project Site or in the vicinity thereof, as a result of Developer performing the construction and Development of CLP and their assets, including the protection of the existing facilities or facilities or work in progress by the Developer.

#### 15.4.5 Safety and Environment Pollution Control

- a. The Developer shall construct the CLP and their Assets in accordance with the safety and pollution control criteria as per the applicable laws and in accordance with Terms and Conditions contained in various applicable permits secured for the Development of CLP and their Assets by the Developer.
- b. In addition, the Developer shall take all precautions to avoid pollution or contamination

of the air, land, water and noise arising out of the performance of the construction and Development of CLP and their Assets.

#### 15.4.6 Security Regulations

- a. The Developer shall comply with the security provisions and procedures in respect of the Development of CLP and their Assets as enforced by CGHIDB or required or mandated by any other relevant Government Authority or Applicable Permits.
- b. The Developer shall be responsible for keeping unauthorized persons off the Project Site. Authorized persons shall be limited to the employees, agents and consultants of the Developer and its Subcontractors, existing users of the Campus and persons authorized by CGHIDB in writing.

#### 15.4.7 Developer’s Responsibility for Access to Project Site

The Developer shall:

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

#### 15.4.8 Inspection, Examination and Testing

- a. The Developer shall setup, establish and maintain a fully functional testing laboratory at site, wherein all the mandatory tests, as specified by the BIS/IS codes, shall be performed on a regular basis and/or at all defined stages of construction. The Developer shall maintain a separate and detailed register for all the tests performed and all the results shall be recorded. The Developer shall also provide all necessary and requisite assistance to CGHIDB nominated agency (Chief Technical Examiner, GoCG/Designated official) to examine, test and verify the materials and processes being employed in the construction at sites.
- b. The Developer shall arrange for and provide all assistance to the GoCG authorized department (CGPWD) to conduct relevant tests in the laboratory. Samples of materials/products shall also be got approved by a Government of India and/or GoCG

approved laboratories and maintain a register wherein all records of results shall be duly maintained. Such registers shall always be made available to CGHIDB on requests and CGHIDB shall have all rights and powers to reject any and/or all such materials, products and processes found to be defective, faulty and/or deficient in meeting the specified standards of quality and/or workmanship.

- c. CGHIDB, Project Consultants and its designated consultants and representatives shall have the right to reject any portion of the CLP and their Assets which is defective, deficient, not as per the specifications stated in this Agreement or not according to good industry practice or faulty workmanship and require its repair or replacement. Rejected and other defective or deficient workmanship shall be satisfactorily repaired or replaced by the Developer, all the costs and expenses of which shall be on Developer's account, and nothing shall be payable under any circumstances.
- d. The right of inspection, examination and testing by CGHIDB Project Consultants/any designated consultants and representatives provided herein is intended solely to ensure and secure the interests of CGHIDB, it being understood that no exercise of or failure to exercise such right shall relieve Developer of any of its obligations hereunder or prejudice any of CGHIDB rights under this License Agreement.

## **16 Liquidated Damages**

### **16.1 Liquidated Damages payable by the Developer for Government facilities**

**16.1.1** Without prejudice to CGHIDB rights relating to termination of this Agreement, in case of Developer's failure to achieve Construction Completion Date and/or Handover & Transfer Date and/or any Government Facilities Project progress milestone for which liquidated damages become payable under this License Agreement, unless such failure or breach on part of developer has occurred solely as a result of any breach of this License Agreement by CGHIDB or due to Force Majeure, CGHIDB shall have a right to claim the same damages at the rate of not exceeding **0.125% of estimated cost of Government Facilities**, per week of delay or part thereof. The aggregate amount of such liquidated damages payable shall not exceed in aggregate **6% of Quoted Premium amounting** to 12 months Grace Period with liquidated damages.

Without prejudice to CGHIDB rights relating to termination of this Agreement, in case of Breach of any other obligations by the Developer for which liquidated damages / actual damage become payable under this Agreement, CGHIDB shall have a right to claim the same damages from the developer.

**16.1.2** The Developer hereby acknowledges and agrees that failure of the Developer to achieve the Construction Completion Date and/or Handover & Transfer Date and/or any Project progress milestone and/or breach of any other obligations by the Developer for which liquidated damages become payable could potentially cause substantial loss/damage to CGHIDB. The Developer and CGHIDB mutually agree that the amounts payable as

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

**16.1.3** The decision of CGHIDB in regard to the actual delay shall be final and binding on the Developer.

**16.1.4** The liquidated damages herein shall carry for a maximum period of **12 (twelve) months**, after which CGHIDB shall be entitled to terminate this License Agreement, inducing provisions of **Developer’s Event of Default** as per the provisions contained in the License Agreement.

## **16.2 Liquidated Damages payable by the Developer for CLP**

**16.2.1** Where the Developer does not obtain the permission of development and/or building construction for Redevelopment Project on CLP, as the case may be within the time specified in this RFP, the extension in time to commence and complete the development and/or construction may be granted by the CGHIDB, on payment of penalty by the licensee at the following rates:

Block of time extension	Proposed Period of time for extension	Penalty payable as percent Quoted Premium
First	Three months or part thereof	One (01%)
Second	Three months or part thereof after the First extension of time.	Two (02%)

The liquidated damages herein shall carry for a maximum period of **6 (six) months**, after which CGHIDB shall be entitled to terminate this License Agreement, inducing provisions of **Developer’s Event of Default** as per the provisions contained in the License Agreement.

**16.2.2** Where the development and construction of Redevelopment Project on CLP, as the case may be is commenced by the Developer as per terms of the License Agreement after obtaining development and/or building construction permission but fails to achieve the development milestones in stipulated time provided in this RFP, the extension in time shall be provided for the completion of the work and extension may be granted by the CGHIDB on payment of following penalty by the Licensee:

Block of time extension	Proposed Period of time for extension	Penalty payable as percent Quoted Premium

First	Six months or part thereof	Two (02%)
Second	Six months or part thereof after the First extension of time.	Five (05%)

The liquidated damages herein shall carry for a maximum period of **12 (Twelve) months**, after which CGHIDB shall be entitled to terminate this License Agreement, inducing provisions of **Developer’s Event of Default** as per the provisions contained in the License Agreement.

**16.2.3** The Developer hereby acknowledges and agrees that failure of the Developer to achieve the Construction Completion Date of Redevelopment Project progress milestone and/or breach of any other obligations by the Developer for which liquidated damages become payable could potentially cause substantial loss/damage to CGHIDB. The Developer and CGHIDB mutually agree that the amounts payable as liquidated damages herein are genuine pre-estimates of the losses/damages which will be suffered on account of the breach of terms and conditions of this Agreement and the prescribed amounts of such liquidated damages shall be payable on demand without any need/demand for any proof of the actual loss or damages caused by such breach to be furnished.

**16.2.4** The decision of CGHIDB in regard to the actual delay shall be final and binding on the Developer.

### **16.3 Liquidated Damages payable by CGHIDB**

**16.3.1** In the event that CGHIDB is unable to provide the possession of land for Government facility or CLP or any part thereof and handover the same to the developer on time in accordance with the terms of this License Agreement. In such a situation,

- a) The CGHIDB will allow the extension till the time, CGHIDB provide such land parcel.

**16.3.2** The liquidated damages shall carry for a maximum period of **12 (twelve) months**, after which the Developer shall be entitled to terminate this Agreement, inducing provisions of **CGHIDB Event of Default** as per provisions contained in the License Agreement.

## **17 Liability and Indemnification**

### **17.1 Liability in respect to the Project**

**17.1.1** The Developer shall be solely responsible for the entire Project which includes the Government Facilities and the development works on the CLP and shall have the overall responsibility and liability. In no event CGHIDB shall have any liability or be subject to any claim for the Damages arising out of the Design, Development, Financing,

## Construction, or Management of the Project

### **17.2 Indemnity**

**17.2.1** Developer hereby indemnifies and agrees and undertakes that from the Effective Date and during the entire construction period and thereafter for CLP and Development works thereon and from the Effective Date and during the entire construction period and thereafter, till the defects liability period for Government Facilities and their Assets on Project Site, as the case may be, it shall keep indemnified and otherwise saved and harmless, GoCG /CGHIDB, its agents and employees, representatives, and its consultants etc. from and against any and/or all libel, defamation, claims, demands made against and/or loss caused and/or the Damages suffered and/or cost, charges/expenses (including litigation) incurred or put to and/or penalty levied and/or any claim due to injury to or death of any person and/or loss or damage caused or suffered to property owned or belonging to CGHIDB, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by Developer or as a result of failure on the part of Developer to perform any of its obligations under this License Agreement or on the Developer committing breach of any of the Terms and Conditions of this License Agreement or on the failure of the Developer to perform any of its statutory duty and/or obligations or failure or negligence on the part of Developer to comply with any statutory provisions or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party or Government Authority or as a result of any failure or negligence or default of Developer or its contractor(s) and/or Sub- Contractors and/or invitees as the case may be, in connection with or arising out of this Agreement or due to the non-performance by the Developer of any of its obligations under the License Agreement to anybody including but not limited to the obligation pertaining to the timely completion of the Project and the Government Facilities.

**17.2.2** The CGHIDB will indemnify, defend, save and hold harmless the Developer against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the CGHIDB in the Project Site and/or CLP, and/or (ii) breach by the CGHIDB of any of its obligations under this License Agreement or any related agreement, which materially and adversely affect the performance by the Developer of its obligations under this License Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Developer, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Developer.

**17.3** It is expressly understood by the Parties that the provisions of this Article shall survive the termination or expiry of the License Agreement hereof and shall survive entire period beyond the execution of CLP.



## 17.4 Third-Party Claims

**17.4.1** Notwithstanding anything to the contrary contained in this Agreement, the Developer shall indemnify and hold harmless CGHIDB from and against all claims, demands made against and/or loss caused and/or the Damages suffered and/or cost, charges/expenses incurred or put to and/or penalty levied and/or any claim pursuant to the non-performance by the Developer of any of its obligations under the Letter of Allotment or Sale deed or Lease Deed or Letting agreement including but not limited to the obligation pertaining to the timely completion of the Project.

## 18 Force Majeure

### 18.1 Force Majeure

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

**18.1.2** In this License Agreement, no event or circumstance and/or no combination of events and circumstances shall be treated as a "**Force Majeure Event**" unless it satisfies all the following conditions:

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

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

i. Non-Political Force Majeure Events:

Non-Political force majeure events shall mean one or more of the following acts or events:

- a. Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, storm, cyclone, hurricane, flood, landslide, lightning, earthquakes, volcanic eruption or fire (to the extent originating from a source external to the Project), exceptionally adverse weather conditions affecting the construction or operation of the Project;

- b. Radioactive contamination, ionizing radiation;
- c. Epidemic, famine;
- d. Any event or circumstances of a nature analogous to any of the foregoing.

ii. Indirect Political Event:

An Indirect Political Event shall mean one or more of the following acts or events:

- e. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast / explosion, politically motivated sabotage or civil commotion;
- f. industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty- four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- g. any civil commotion, boycott or political agitation which prevents collection of Fee by the Developer for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- h. any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Developer by or on behalf of such Contractor;
- i. any Indirect Political Event that causes a Non-Political Event; or
- j. any event or circumstances of a nature analogous to any of the foregoing.

iii. Political Force Majeure Events:

Political force majeure events shall mean one or more of the following acts or events by or on account of GoI, GoCG or any other governmental agency:

- k. Change in law;
- l. Expropriation or compulsory acquisition by any governmental agency of any project assets or the rights of the Authorize or of the contractors; and
- m. Unlawful or unauthorized or without jurisdiction revocation of, refusal to renew or grant without valid cause any consent or approval required by the Authorize or any of the contractors to perform their respective obligations under the project agreements. Provide that such delay, modification, denial, refusal or revocation did not result from the Authorize or any contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

**18.1.4** It is made clear that events such as adverse market conditions, financial difficulty of a party, rise in price of raw materials, rise in labour costs (whether it was within or outside

the control of the Parties) shall not constitute a Force Majeure event.

## **18.2 Procedure for Force Majeure**

**18.2.1** If a Party claims relief on account of a **Force Majeure Event**, then the Party claiming to be affected by the **Force Majeure Event** shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:

- a) the Force Majeure Event(s) that has occurred.
- b) the obligation(s) affected as described in this chapter:
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affect the Party's ability to perform its obligation(s) under this License Agreement.

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

**18.2.2** The affected Party shall have the right to suspend the performance of the obligation(s) affected as described in clause above, upon delivery of the notice of the occurrence of a **Force Majeure Event** in accordance with sub-Clause

- (a) above. The affected party, to the extent rendered unable to perform its obligations or part thereof under this License Agreement, as a consequence of the **Force Majeure Event**, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the **Force Majeure Event**.

**18.2.3** The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure Event, and for the exercise of any right affected thereby, shall be extended by the period during which such **Force Majeure Event** continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of **Force Majeure Event**.

**18.2.4** Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.

**18.2.5** The Party receiving the claim for relief under **Force Majeure Event** shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within **30 (thirty) days** of receiving the notice of claim. If the notice of claim is not contested within **30 (thirty) days** as stated above, all the Parties to this License Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in the relevant clauses of dispute settlement.

- 18.3 Mitigation:** The Party claiming to be affected by a **Force Majeure Event** shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such **Force Majeure Event**. The affected Party shall also make efforts to resume performance of its obligations under this License Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing, and shall make all reasonable efforts to cover up the loss of time caused.

## **19 Event of Default, Substitution and Termination**

### **19.1 Developer Event of Default**

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

- a) any Material Breach
- b) material Breach of any representation or warranty by the Developer
- c) suspension by the Developer of the performance of its obligations under this Agreement for a period exceeding **30 (thirty) consecutive days**;
- d) failure of the Developer to maintain insurance(s) as required in terms of **Article 10**;
- e) any order of winding up passed by a court of competent jurisdiction; filing of a petition for voluntary winding up by the Developer; or levy of an execution or restraint on the Developer's assets; or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Developer by a court of competent jurisdiction.
- f) the Developer doing or permitting to do any act, matter, deed or thing in violation of applicable law and/or applicable permits.
- g) non-compliance of Equity lock-in provisions set forth in **Article 4**;
- h) failure to achieve the **Construction Completion Date** or any extensions thereof, as the case may be;
- i) commits a breach of any of the provisions of the associated Agreement, or the Substitution Agreement.

- j) creation of third-party rights on the Government Facilities, Development works on CLP, Assets, Facilities and Utilities other than as permissible under this License Agreement
- k) Commits a breach of its obligations as contained in **Article 5, 7, 16** and hereinabove and the License Agreement in general.
- l) the Developer has failed to fulfill any obligation, for which Termination has been specified elsewhere in this License Agreement.
- m) The Developer fails to obtain all necessary Approvals required for commencement of work on the Project Land within the period as mentioned in Condition Precedent from the date of execution of this Agreement or within the extension period provided by CGHIDB under this Agreement.
- n) The Developer fails, neglect, refuses, or is unable to pay the Development Premium in accordance with the Payment Schedule indicated at Schedule IV;
- o) The Developer has failed to pay the annual License Fee or any other charges payable hereunder and more than 60 (Sixty) Business Days have elapsed since such payment became due;
- p) Upon appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Developer by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings.
- q) Upon amalgamation of the Developer with any other company or reconstruction or transfer of the whole or part of the Developer’s undertaking [other than transfer of assets in the ordinary course of business] without the CGHIDB's prior written approval, provided, if the amalgamated entity, reconstructed entity or the transferee as the case may be, has the ability demonstrated to the satisfaction of the CGHIDB, to undertake, perform/discharge the obligations of the Developer under this Agreement, necessary approval shall be granted by the CGHIDB;
- r) Upon the Developer engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity (including but not limited to construction or permitting construction of, any unauthorized structures on the Project Land) prohibited by law or which constitutes a breach of or an offence
- s) If the Development Rights of the Project Land or part thereof in any manner, except to the extent and in the manner specifically provided in this agreement.
- t) The Developer has created encumbrance(s) beyond the term of this Agreement and/or in violation of the provisions stipulated in this Agreement.

## **19.2 CGHIDB Event of Default**

For the purposes of this License Agreement, each of the following events or circumstances, to the extent not caused by a default of the Developer or are not Force Majeure Events and if not rectified within a period of **90 (ninety) days from the date** of occurrence of such event or circumstance, shall be considered, as events of default of CGHIDB (herein the "**CGHIDB Event of Default**"), which shall provide the Developer the right to terminate this License Agreement in accordance with **Clause 19.3:**

- a) Failure on part of CGHIDB to provide the Project Land free from all encumbrances to the Developer within 90 working days of the registration of License Agreement.
- b) a breach of any representation or warranty by CGHIDB which has a Material Adverse Effect on the Developer's ability to perform its obligations under this License Agreement.
- c) Provided that the events mentioned above in as Article 19.2 (b) would not constitute CGHIDB Event of Default. If such event could be exclusively attributed to an event of Force Majeure. In any of the CGHIDB Events of Default the Developer shall give CGHIDB a notice to rectify such default. Upon expiry of 30 (thirty) days from the date of receipt of the notice if the default is not rectified by CGHIDB, shall give the compensation to the Developer as specified in Article 19.6.

### **19.3 Notice of Termination & Suspension**

#### **19.3.1 Notice of Termination**

Subject to any other provision to the contrary in this agreement and without prejudice to any other rights or remedies which the non-defaulting Party may have under this License Agreement, upon the occurrence of either a Developer Event of Default or a CGHIDB Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party (herein the "Notice of Intention to Terminate") and requiring the defaulting party to rectify the Event of Default within 30 (thirty) days of the date of Notice of Intention to Terminate.

**19.3.2** In case of the failure by the Developer to rectify the Event of Default within 30 (thirty) days of the receipt of Notice of Intention to Terminate, CGHIDB shall be entitled to terminate the License Agreement.

**19.3.3** Without prejudice to anything to the contrary as contained in this Agreement, upon the failure of the Developer to rectify a **Payment Default**, CGHIDB shall have the right to terminate this Agreement directly by issuance of a **Termination Notice**. Provided that in case of termination of the License Agreement under this clause, CGHIDB shall not be required to issue any prior notice expressing its intention to terminate the License



Agreement and calling upon the Developer to cure or rectify the Payment Default and the Developer hereby expressly waives his right, if any, to challenge to same on the ground of non- issuance of prior Notice of Intention to terminate in case of termination of this License Agreement on the ground of Payment Default

#### **19.3.4 Suspension upon Developers Event of Default**

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

#### **19.4 Rights & Obligation of the Parties upon Termination**

**19.4.1** The Termination of this License Agreement shall be without prejudice to any other right or remedies which are exercisable by the Parties either under this License Agreement or equity or law.

**19.4.2** Upon Termination of this License Agreement for any reason whatsoever, CGHIDB shall have the power and authority to:

- a) enter upon and take possession and control of all the Project Sites , the Assets, Facilities and Utilities upon all the Project Sites including CLP (except for the assets on CLP /land parcel of CLP for which Lease Deed Agreement has been duly registered and executed) in the favour of legitimate allottee /buyer along with the works and related original construction documents, certificates, manuals, instruction booklets, guarantees/ warranty cards in respect of, material and equipment included as part of the construction works forth with;
- b) prohibit the Developer and any person claiming through or under the Developer from entering upon / dealing with all the Project Sites, Assets, Facilities and Utilities upon all the Project Sites (except for the assets on CLP for which Lease Deed Agreement in

the favor of legitimate allottee/buyer has been duly registered and executed).

**19.4.3** Notwithstanding anything to the contrary contained in this Agreement, CGHIDB shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re- employment on any ground, in relation to any person in the employment of or engaged by the Developer in connection with the Project, and the taking over of all the Project Sites, Assets, Facilities and Utilities upon all the Project Sites, by CGHIDB, CGHIDB shall be free from any such obligations.

## **19.5 Cross Defaults**

Save and except in case of a **Force Majeure**, the Developer agrees and confirms to abide by and perform all its obligations under this License Agreement and duly acknowledges that any default under this Agreement shall, in all events, constitute a Developer Event of Default or CGHIDB Event of Default, as the case may be, under this License Agreement.

## **19.6 Consequences of Termination**

The Termination of this License Agreement shall be without prejudice to any other right or remedies of Parties under this Agreement.

### **19.6.1 Termination due to Developer Event of Default**

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

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

**Effect** - Upon such termination of this License Agreement, CGHIDB shall be entitled to

- a) The License granted to the Developer on the Project Site – A shall be automatically terminated and all the Project Sites shall vest with CGHIDB and if the possession of any or all Project site has been handed over to the Developer, CGHIDB shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, and

- b) Invoke the Performance Security deposited by the Developer with CGHIDB and forfeit the total amount of 1st installment paid by the developer
  - c) The Developer shall also forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/License Agreement
- ii. **Stage 2** – After Appointed date but before Completion of Project.

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

**Effect** - Upon such termination of this Agreement, CGHIDB shall be entitled to

Terminate the License granted to the Developer on the Project Site and all the Project Sites shall vest with CGHIDB and CGHIDB shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, Government Facilities, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Government Facilities and CLP, Assets, Facilities and Utilities, and acquire all of the Developer's rights on the Project Site, Government Facilities and CLP, Assets, Facilities and Utilities thereon in the manner set out in **Article 20**; and

- a) Invoke the Performance Security deposited by the Developer with CGHIDB,
- b) The Developer shall also forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/License Agreement.
- c) If the Termination is due to a Developer Event of Default, no compensation shall be payable by the CGHIDB to the Developer. Development Premium, annual License Fee paid by the Developer shall be forfeited to the fullest extent.

**Relief** - Upon such termination of this License Agreement, the Developer shall be

entitled to

- a) Payment for Government Facilities Works on Project Site, and/or any part thereof already executed by the Developer, up to the extent of **75% of the value** of such components, based on the valuation of the costs of works executed, as per relevant **CGPWD SOR** (at par rate) for external electrification work prepared by Nodal Officer CGHIDB/GoCG, and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable.
- b) The Developer shall have the right to remove all his equipment, plants, tools and machinery, raw materials, scrap, wastage and unused materials from all the Project Sites within **30 (thirty) days** of the termination of this License Agreement. It is clearly defined and understood by the Developer that CGHIDB is in no way responsible for the safety and security of the said material and that on the expiry of these **30 (thirty) days**, the said material shall become the property of CGHIDB and no payment/claim/interest shall become payable and/or no right of claim shall accrue to the Developer regarding the same.
- c) No interest shall become payable on such considerations to the Developer.

iii. **Stage 3** – After Launch project on CLP but before completion of project

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

**Effect** - Upon such termination of this License Agreement, CGHIDB shall be entitled to

- a) Terminate the License granted to the Developer on the Project Site, and all the Project Sites shall vest with CGHIDB and CGHIDB shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, Government Facilities and CLP, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the

Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Government Facilities, Assets, Facilities and Utilities, and acquire all of the Developer's rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in **Article 20. As per conditions of this Agreement**, CGHIDB may invite a fresh bids for completion of the Government facilities on Risk and Cost basis of the Developer; and

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

**Relief** -Upon such termination of this License Agreement, the Developer shall be entitled to

- a) Payment for Government Facilities Works on Project Site or any part thereof already executed by the Developer, up to the extent of 75% of the value of such components, based on the valuation of the costs of works executed, as per **CGPWD SOR** (at par rates) prepared by Nodal Officer CGHIDB, and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable.

#### **19.6.2 Termination due to CGHIDB Event of Default**

In the event of Termination of this License Agreement on account of an CGHIDB Event of Default or Force Majeure, **CGHIDB** shall be obliged:

- i. **Stage1**—In case of failure on part of CGHIDB in handing over possession of any or all of the Project Site, for Construction and Development of Government Facilities and Assets

**Cause** - Notwithstanding anything to the contrary contained in this Agreement, but

subject to this Article, and reasons not directly attributable to the Developer, in the event the terms and conditions of the License Agreement are not fulfilled by the CGHIDB for any reason whatsoever, this License Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

**Effect** - Upon such termination of this License Agreement, CGHIDB shall be obliged to

- a) Terminate the License granted to the Developer on the Project Site and all the Project Sites for which possession has been handed over to Developer shall vest with CGHIDB, and CGHIDB shall have the right to enter upon and takeover the unencumbered possession and control of such all Project Sites, Government Facilities, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made part of the Government Facilities, Assets, Facilities and Utilities, and acquire all of the Developer's rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in **Article 20**; and
  - b) Make Payment for Government Facilities Works for which possession has been handed over to Developer, which has been already executed by the Developer, based on the valuation of the costs of works executed, as per **CGPWD SOR** (at par rates) prepared by Nodal Officer CGHIDB, and which shall be final and binding on the Developer, from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable
  - c) Refund the Performance Security deposited by the Developer with CGHIDB without any interest charges, and
  - d) No other interest shall become payable to the Developer on any other considerations
  - e) The Developer shall forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/License Agreement
- ii. **Stage 2** –In case of failure on part of CGHIDB in handing over possession of CLP.

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



**Effect** -Upon such termination of this License Agreement, CGHIDB shall be obliged to

- a) Terminate the License granted to the Developer on the Project Site, and all the Project Sites shall vest with CGHIDB and CGHIDB shall have the right to enter upon and takeover the unencumbered possession and control of all the Project Sites, Government Facilities and CLP, Assets, Facilities and Utilities thereon along with the related completed works, original construction documents, certificates, manuals, instruction booklets, guarantees/warranty cards in respect of, material and equipment included as part of the construction works forthwith, but not including the moveable property of the Developer and unused material, plants, machinery, tools, equipment etc. at site which has not yet been made a part of the Government Facilities and CLP,, Assets, Facilities and Utilities, and acquire all of the Developer's rights on the Project Site, Government Facilities, Assets, Facilities and Utilities thereon in the manner set out in **Article 20**; and
- b) Make Payment for Government Facilities Works, which has been already executed by the Developer, based on the valuation of the costs of works executed, as per **CGPWD SOR** (at par rates) prepared by Nodal Officer CGHIDB , and which shall be final and binding on the Developer from which the costs of removal of any/all defects, shortcomings shall be deducted and the balance shall be payable.
- c) Refund the Performance Security deposited by the Developer with CGHIDB without any interest charges, and
- d) Refund of **100%** of all the installment of the Monetary Payments of Premium paid by the Developer till the termination of this Agreement
- e) No other interest shall become payable to the Developer on any considerations
- f) The Developer shall forfeit his rights and not have any claim whatsoever for refund of all other considerations paid, as stated in the RFP/License Agreement

It is hereby clarified that CGHIDB Event of Default shall be only during the period from the Effective Date up to the handover of CLP to the Developer as per the execution License agreement for CLP. CGHIDB shall in no way be in such default effecting termination clauses hereunder after handing over of the CLP.

**19.6.3** For avoidance of doubt it is clarified that any payments due to the Developer from CGHIDB under this Article 19.6 would be made to the Developer within **6 (six) months** of the Transfer Date and the same shall not, in any manner whatsoever, till the period of actual payment attract any interest thereon and shall be net of any outstanding amount recoverable from the Developer under this Agreement or any person claiming through and under it, in whatever nature & form, any debt liabilities of the developer (if

applicable) and any insurance benefits developers is eligible to receive (if applicable).

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

## **20 Vesting Provisions on Expiry or Termination**

**20.1** Upon the expiry or termination of this License Agreement and consequent right of CGHIDB to take over the Assets Facilities, and Utilities, hereunder, the Developer shall ensure that on the Transfer Date the interest of Developer in:

**20.1.1** All immovable property, Assets, Facilities and Utilities consisting of but not limited to structures, buildings, parks, lawns edifices, court areas, ways, passages, roads, walls, compounds, open spaces, all physical and social infrastructure etc. relating to Assets (except for the assets on CLP for which Lease Deed Agreement in the favor of legitimate allottee/buyer have been duly executed and registered) shall be transferred to CGHIDB along with peaceful possession of all the entire Project Site, (and/or CLP, as the case may be), clear of any encumbrances and with good title, that was handed over to the Developer for the project purposes.

**20.1.2** The rights and obligations under or pursuant to all contracts relating to Assets, Facilities and Utilities, (except for the assets on CLP for which Lease Deed Agreement in the favor of legitimate allottee/buyer have been duly executed and registered) and other arrangements entered into in accordance with the provisions of this License Agreement between Developer and any third party shall (in consideration of CGHIDB assumption/resumption of the obligations under or pursuant to the contracts and other arrangements) be vested in CGHIDB clear of any Encumbrance and with good title; and

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

On the Transfer Date the CGHIDB shall verify, in the presence of the Developer/his authorized representative, the compliance by the Developer with the requirements of

**Clause 20.1.** In the event the CGHIDB notifies the Developer of shortcomings, if any, in the Developer’s compliance with such requirements, the Developer shall forthwith cure the same immediately at his own expenses and costs.

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

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

**20.2** Furthermore, notwithstanding anything contained in the **Clause 20.1**, no liability (accrued or contingent) of the Developer or relating to the Assets (including liabilities of the assets on CLP for which Lease Deed Agreement in the favor of legitimate allottee/buyer have been duly executed and registered) arising on account of actions or inactions prior to the Transfer Date shall be assumed or transferred to CGHIDB shall only be liable for liabilities in relation to the Assets, Facilities, and Utilities, arising after the handing over of the Assets, Facilities, and Project Utilities, except for those as stated above.

**20.3** Without prejudice to the foregoing, Developer agrees to indemnify and keep indemnified CGHIDB from and against all actions, proceedings, losses, claims, damages, liabilities, costs and expenses etc. whatsoever which may be sustained or suffered by CGHIDB as a result of any actions or omissions of Developer prior to the transfer of the Assets, Facilities and Utilities.

**20.4** The Developer shall, in accordance with relevant provisions contained in this Agreement and good industry practice, ensure that all property, assets, rights and other items (consisting but not limited to Assets, Facilities and Utilities), which are vested in or transferred to CGHIDB shall be in good working condition, order and in a good state of maintenance and repair. For this purpose, CGHIDB shall conduct an audit of the Assets, Facilities and Utilities being transferred prior to such transfer.

**20.5** The expiry or termination of this License Agreement shall be without prejudice to all rights and obligations then having accrued to CGHIDB and/or Developer (or which may thereafter accrue in respect of any act or omission prior to such expiry or termination) and without prejudice to those provisions, which expressly provide for continuing obligations or which are required to give effect to such expiry or termination or the consequences of such expiry or termination.

**20.6** The Parties’ rights to terminate this License Agreement shall be limited to those expressly set out in this Agreement.

**20.7** Transfer costs and taxes as per the applicable laws, if applicable, for the transfer of the Assets, Facilities, and Project Utilities, consequent to termination of this Agreement in the event of Default of the Developer, shall be borne by the Developer.

## **21 Dispute Resolution**

### **21.1 Disputes – Amicable Settlement**

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

### **21.2 Dispute Resolution**

**21.2.1** Any dispute, difference or controversy, of whatever nature, howsoever arising, under or out of or in relation to this License Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (herein the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the procedure hereinbelow.

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

### **21.3 Resolution – First Instance**

In the event of any Dispute arising between the Parties, either party may call upon the Commissioner-..... for amicable settlement and upon such reference, the Commissioner;..... shall be fully empowered to deal with all aspects of such reference including withdrawal, compromise or settlement of such Dispute or any part thereof. Upon such reference, the Commissioner;....., shall meet no later than **30 (thirty) days** from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the **30 (thirty) day period** or the Dispute is not amicably settled within **30 (thirty) days** of such meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the **Secretary, Housing & Environment Department, GoCG**, in accordance with the provisions of Clause herein below.

### **21.4 Resolution – Second Instance**

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

## **21.5 Arbitration**

**21.5.1** Any Dispute, which is not resolved amicably in the Resolution – First Instance and Resolution - Second Instance, as provided in clauses above, shall be finally decided by reference to arbitration by an Arbitral Tribunal constituted under the (herein the “Arbitral Tribunal”) in accordance with the provisions of the. The governing laws for such arbitration shall be as per the Arbitration & Conciliation Act 1996.

**21.5.2** The venue of such arbitration shall be Raipur.

**21.5.3** The language of arbitration proceedings shall be English.

**21.5.4** The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

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

## **21.6 Continued Performance**

**21.6.1** While any Dispute under this License Agreement is pending settlement, including the commencement and pendency of any Dispute referred to arbitration, the Parties shall continue to perform all of their respective obligations under this License Agreement without prejudice to the final determination in accordance with the provisions under this Article.

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

## **22 Miscellaneous**

### **22.1 Governing Law and Jurisdiction**

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

### **22.2 Amendments**

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

### **22.3 Agreement to Override Other Agreements: Conflicts**

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

### **22.4 No Waiver; Remedies**

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

### **22.5 Severance of Terms**



If for any reasons whatsoever, any provisions of this License Agreement are declared to be void, invalid, unenforceable or illegal by any competent arbitral tribunal or court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this License Agreement, which shall continue in full force and effect and in such event, the Parties shall endeavor in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

## **22.6 Language**

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

## **22.7 Counterparts**

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

## **22.8 Survival**

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

## **22.9 Costs and Expenses**

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

## **22.10 No Agency**

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

## 22.11 Joint and Several Liabilities

Notwithstanding anything to the contrary contained in this License Agreement, the Developer shall be jointly and severally liable for performance of the obligation mentioned under this License Agreement for CLP.

## 22.12 Notices

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

### **In the case of CGHIDB**

To: Attention: [\_\_\_\_\_]

Address:[\_\_\_\_\_]

Email: [\_\_\_\_\_]

Facsimile:[\_\_\_\_\_]

### **In the case of Developer**

To: Attention: [\_\_\_\_\_]

Address:[\_\_\_\_\_]

Email: [\_\_\_\_\_]

Facsimile:[\_\_\_\_\_]

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

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

## 22.13 Third Party Benefit

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

#### **22.14 Performance of all acts for compliance with the Applicable Laws**

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

#### **22.15 Time**

Any date or period as set out in any Article of this Agreement may be extend with the written consent of the Parties failing which time shall be the essence of the contract.

#### **22.16 Exclusion of Implied Warranties etc.**

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

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

For and on behalf of Government of  
Chhattisgarh BY: \_\_\_\_\_

Name:

Title:

Witness:

For and on behalf of Chhattisgarh Housing and Infrastructure  
Development Board,..... BY: \_\_\_\_

Name:

Title:

Witness:

For and on behalf of \_\_\_\_\_  
[insert name of the Developer]

BY: \_\_\_\_\_

Name:

Title:

Witness

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## **SCHEDULES**

## **Schedule A – GOVERNMENT FACILITIES PROJECT SITE DETAILS**

Annexure 1 – Location of the Government Facilities Project Sites

Annexure 2 – Government Facilities Project Sites – Survey Plan & Site Layout

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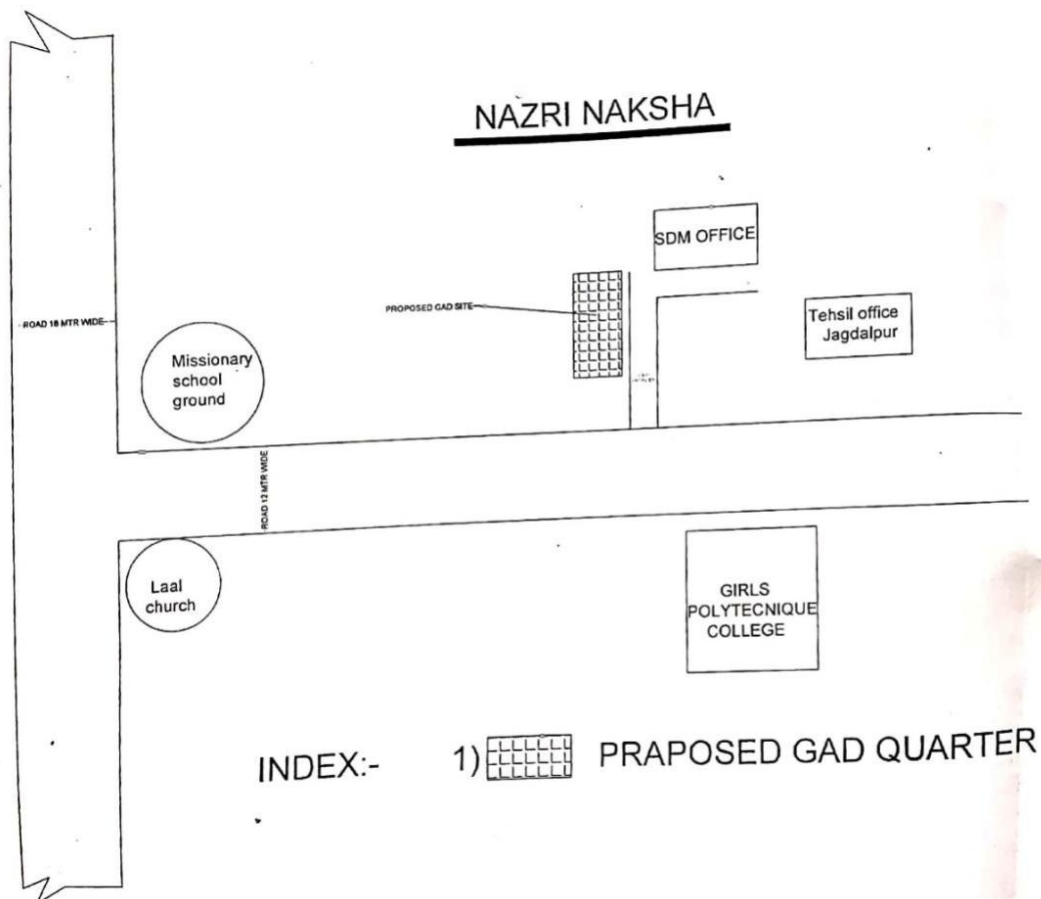


## Schedule A – Annexure 1 – Location of the Government Facilities Project Sites

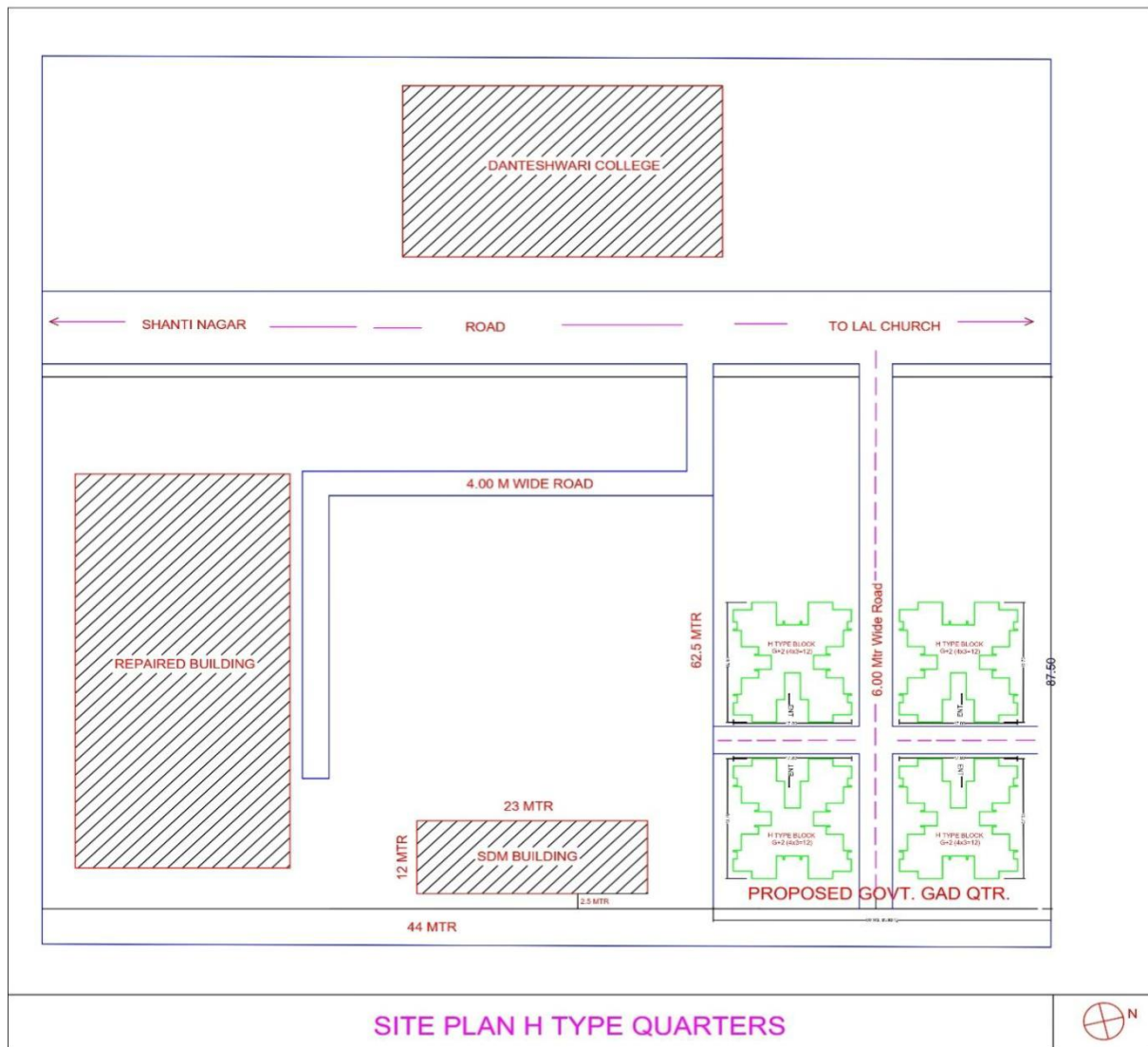
Proposed Location of the Project Site

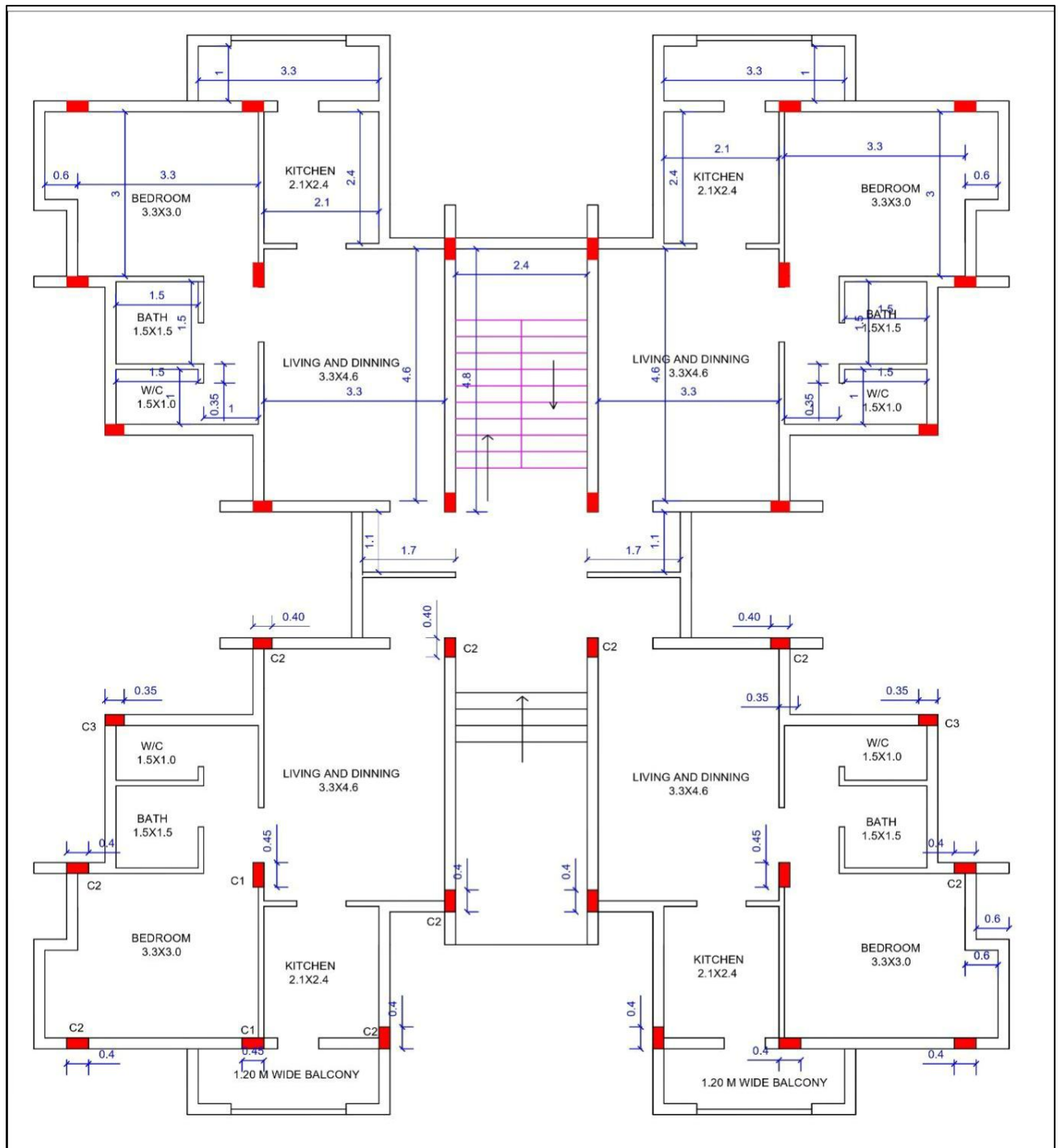


## Schedule A – Annexure 2 – Government Facilities Project Sites – Survey Plan & Site Layout



## Schedule A – Annexure 2 – Project Sites – Survey & Site Plan





**Typical Floor Plan - H – Type Quarters**



## **SCHEDULE B - DETAILS OF GOVERNMENT FACILITIES AND ASSETS**

Schedule B - Annexure 1 – Government Facilities and Assets

Schedule B - Annexure 2 – Drawings for Government Facilities and Assets

Schedule B - Annexure 3 – Specifications for Construction and Development of Government Facilities & Assets

- A. General Terms and Condition for Construction and Development of Government Facilities and Assets
- B. Technical Specifications for Construction and Development of Government Facilities and Assets

Schedule B – Annexure 4 – Government Facilities Projects Phasing Milestone

Schedule B – Annexure 5 – Lumpsum Amount and Abstract Estimates for Government Facilities

Schedule B – Annexure 6 – Scope of Defect Liability Period for Government Facilities and Assets.

## **Schedule B - Annexure 1 – Government Facilities and Assets**

The Project Components have been grouped with respect to the site locations.

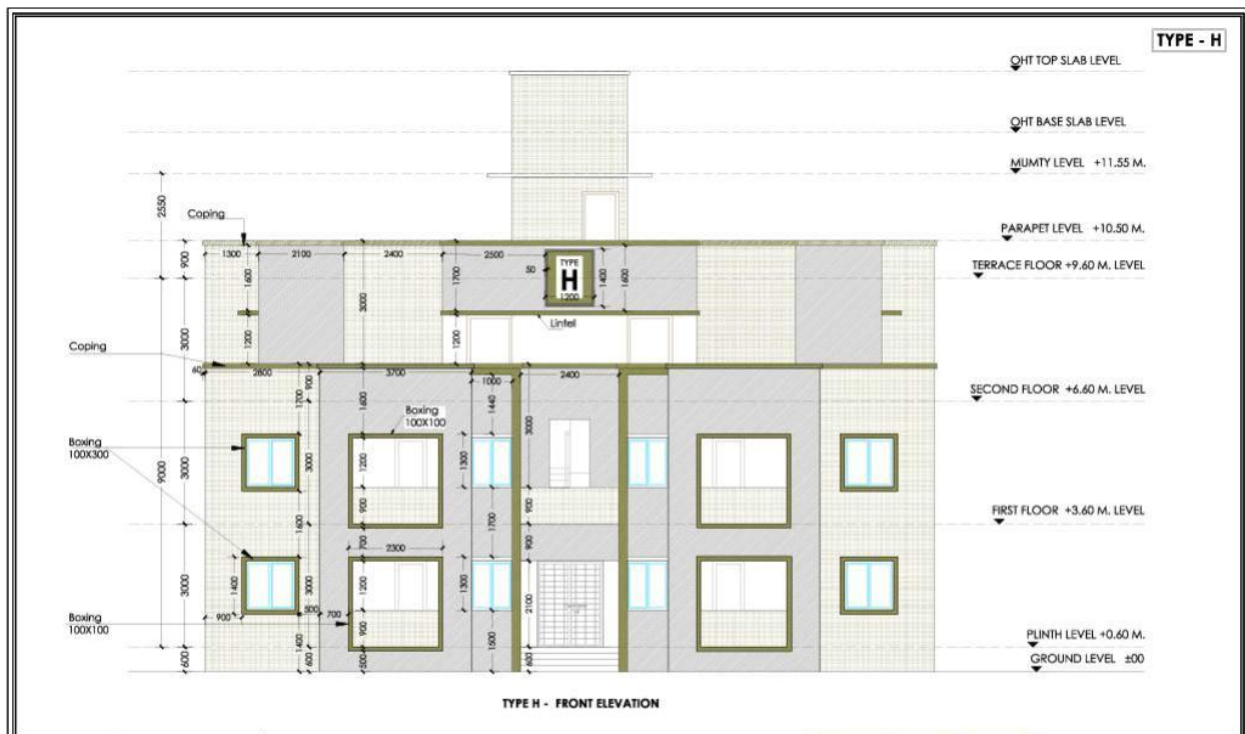
The Project Components are –

[list project components of government facilities with brief details]

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## Schedule B – Annexure 2– Drawing for Government Facilities and Assets

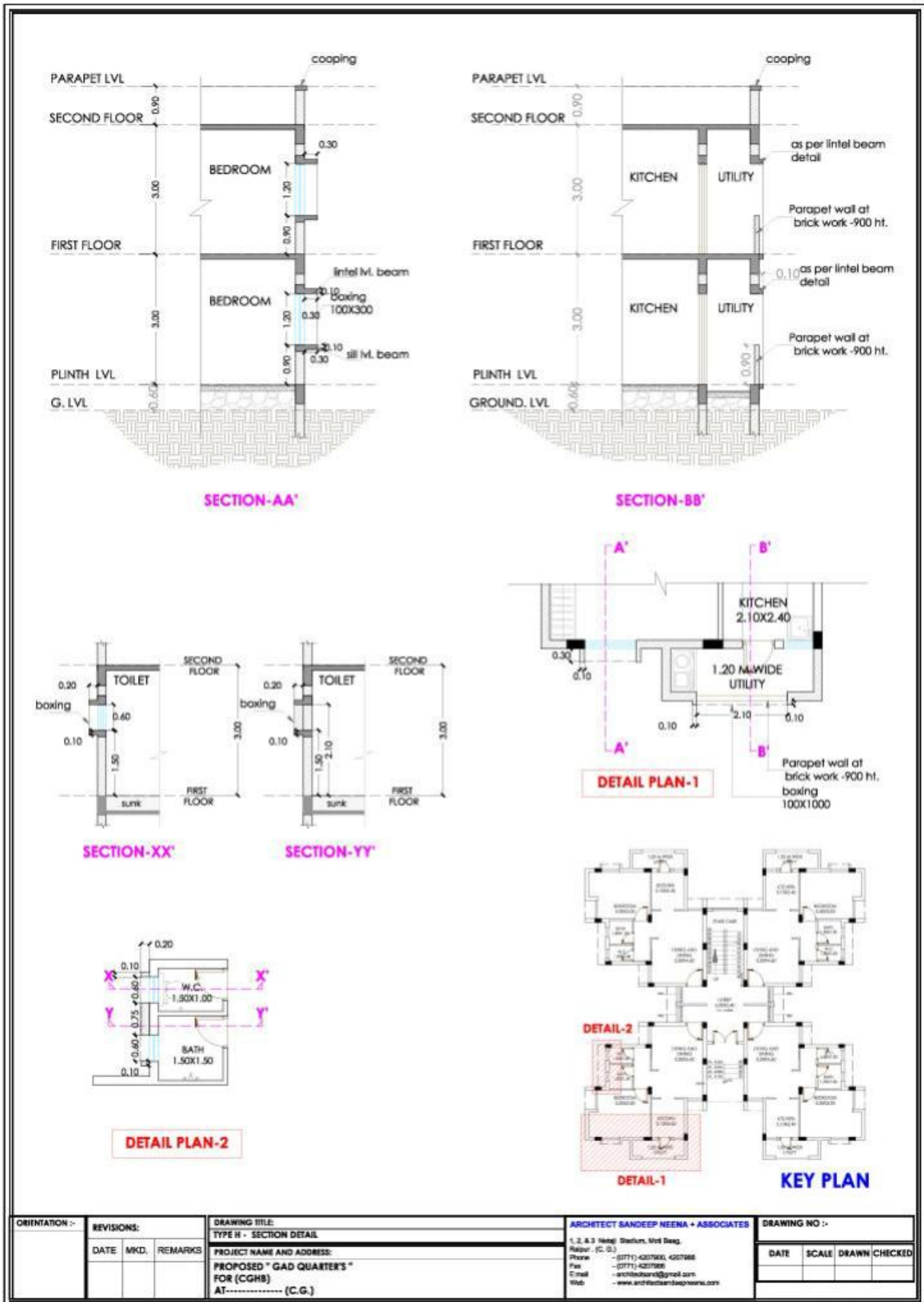


FRONT ELEVATION

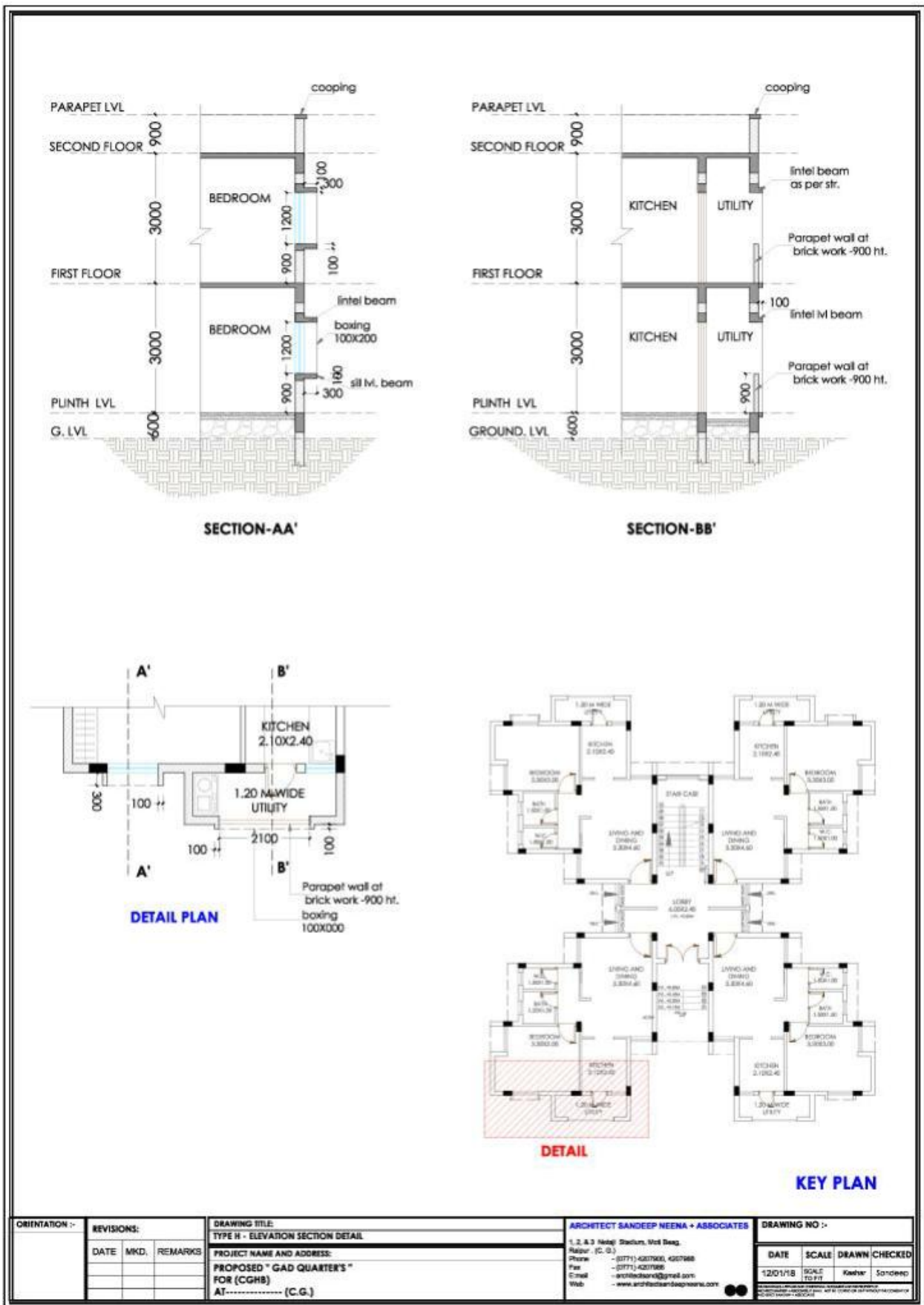


REAR ELEVATION

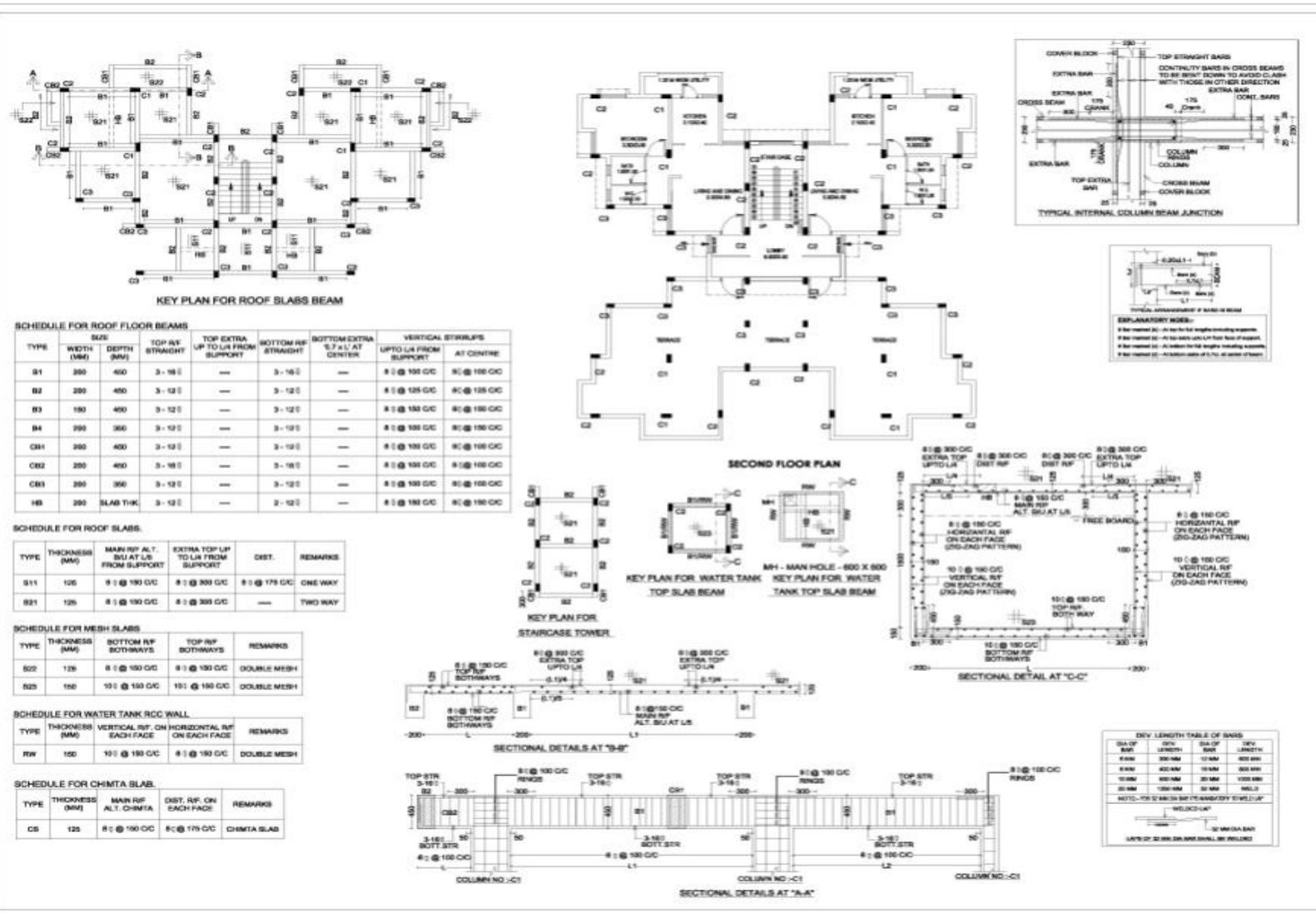




## SECTION DETAILS I

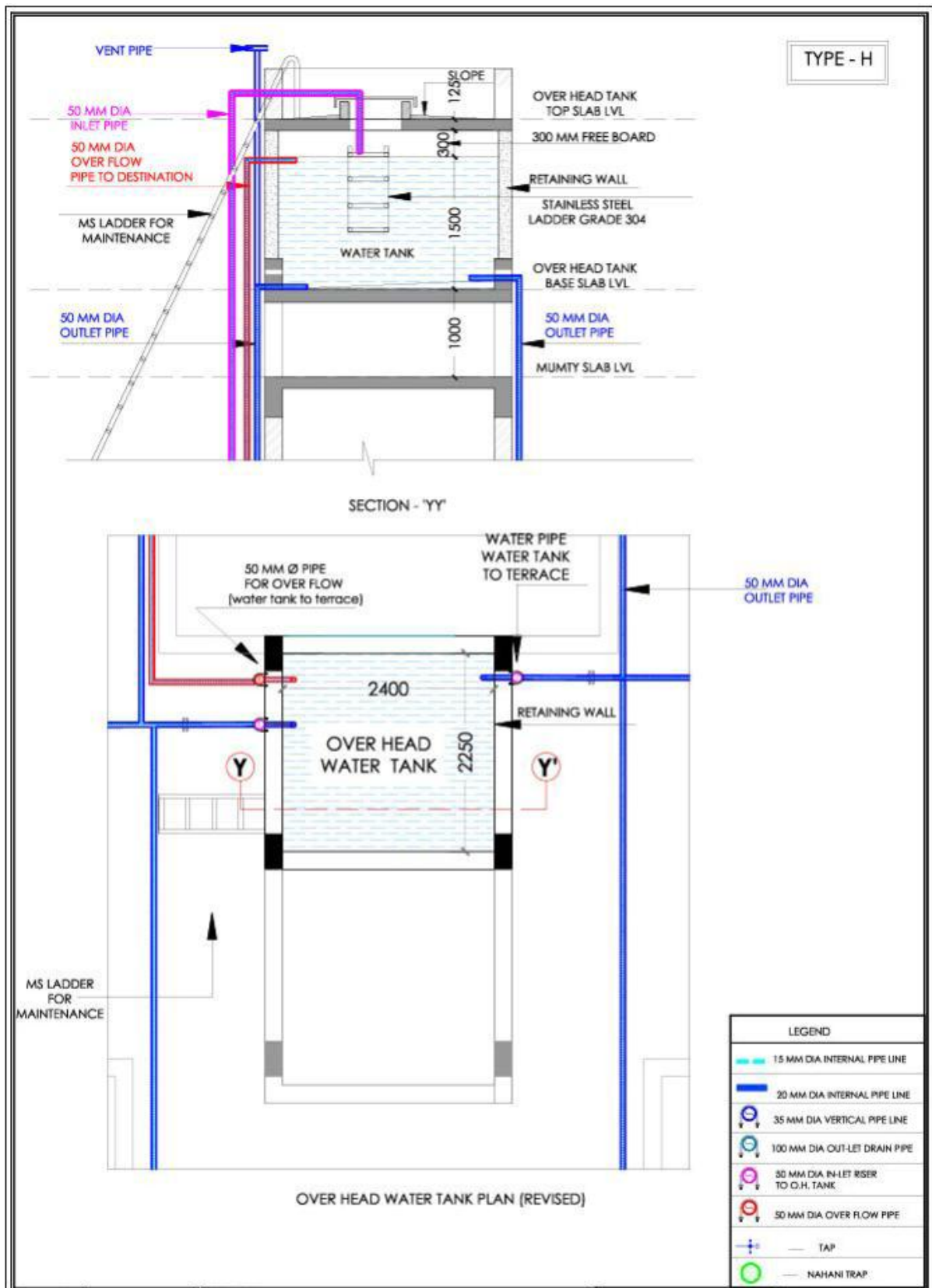


SECTION DETAILS II



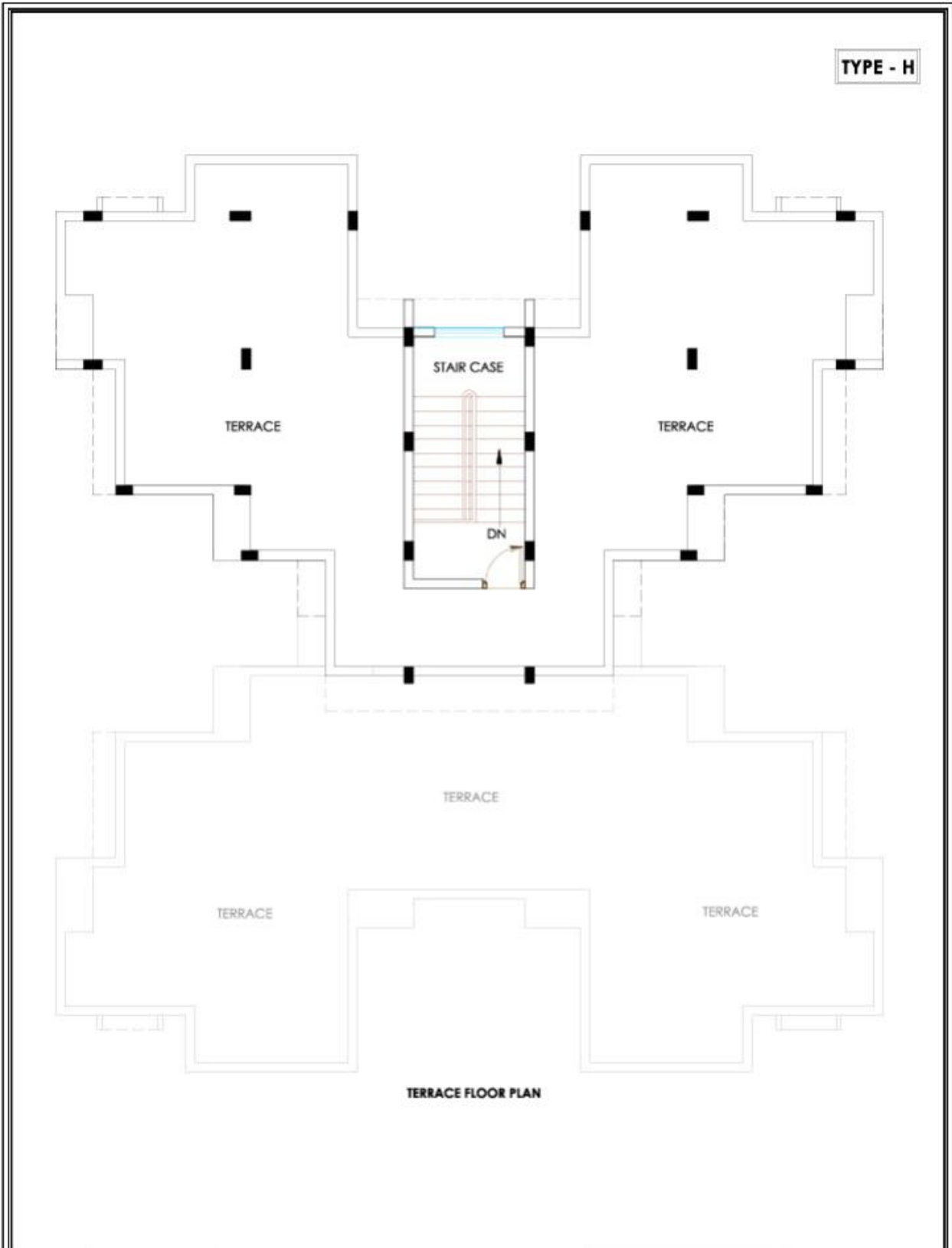
## ROOF SLAB BEAMS





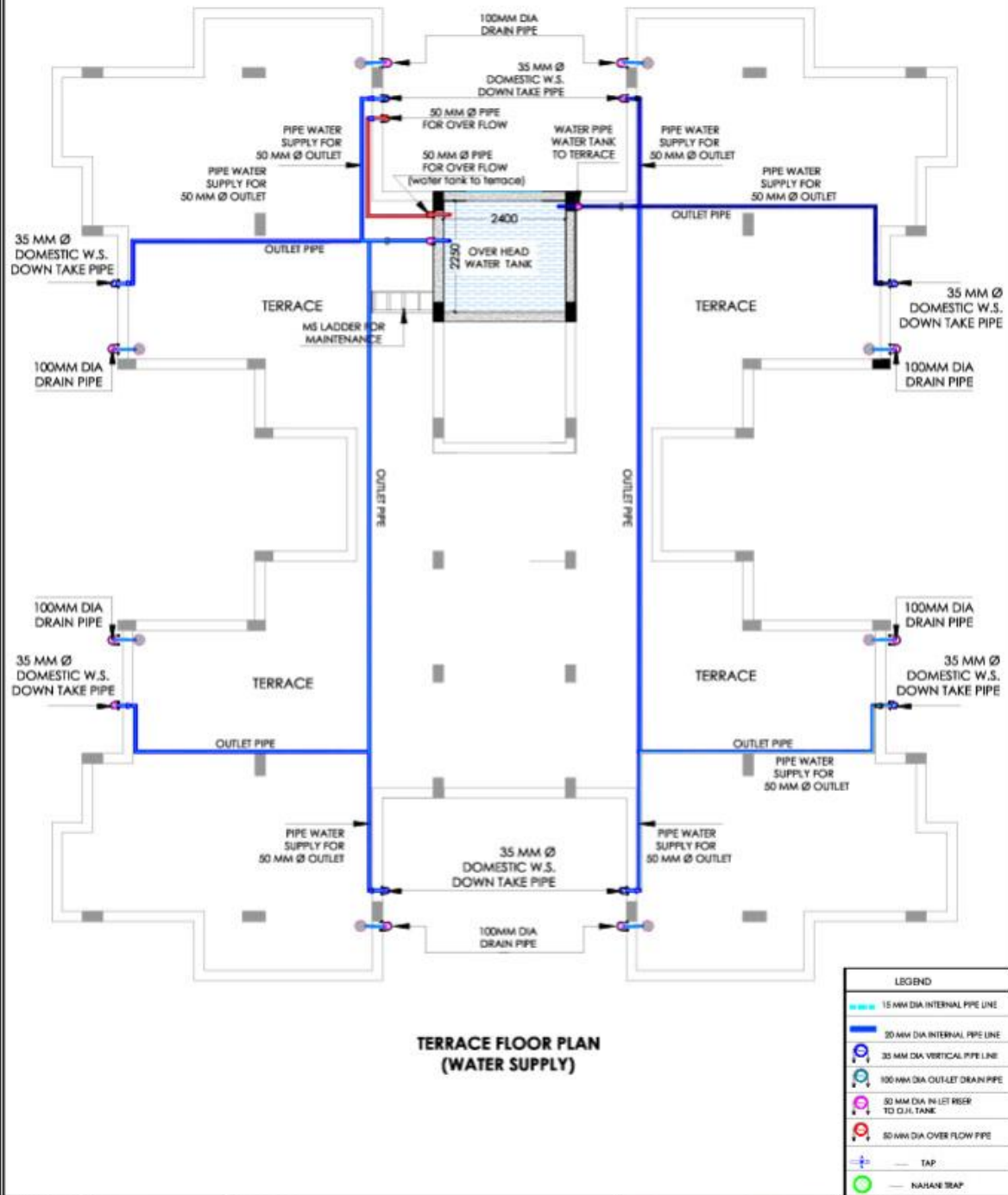
**OVERHEAD TANK SECTION**





**TERRACE FLOOR PLAN**

**TYPE - H  
G+2**



## **Schedule B – Annexure 3 – Specifications for Construction and Development of Government Facilities and Assets**

### **A. General Terms & Conditions for Construction and Development of Government Facilities and Assets**

#### **1. General**

Special conditions are an integral part of the License agreement and shall supersede the relevant clause(s) of the NIT, conditions of Volume 1 - Instructions and information to bidder and relevant condition(s) of relevant SOR.

Subject to the nomenclature of the item and the specifications indicated hereafter, the work, shall be carried out in accordance with the CGPWD / CGHIDB SOR, CPWD Specifications, relevant IS Codes, relevant IRC Codes, CPHEEO Manual and National Building Code of India read with correction/addendums/amendments issued up to date .

Before commencement of the work, the Developer shall co-relate nomenclature of the items with all the relevant architectural and structural drawings to satisfy himself that the information available there from is complete and unambiguous. The figures and written dimensions on the drawings shall be followed. The dimensions shall not be scaled out. The Developer shall submit for approval of CGHIDB/Nodal Officer and consultant his workshop / fabrication drawings and the carryout sample of work to be performed under the specified items of work at his own cost before actually commencing the mass execution of work under the item.

The discrepancy in the drawings issued, if any, shall be brought to the notice of CGHIDB /Nodal Officer and Consultant for immediate decision before execution of the work. The Developer, alone, shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous information and no claim whatsoever, shall be entertained on this account.

In the event of any difference or discrepancy in the description of any item or its specifications, the same shall be resolved in the following sequence and decision of the CGHIDB /Nodal Officer in consultation with consultant shall be conclusive, final and binding on the Developer:

- a) Special terms and condition for Construction and Development of Government Facilities and Assets.
- b) The nomenclature of the item.
- c) Specifications given in the Drawings, Notes for Construction and Development of Government Facilities and Assets and as directed by CGHIDB/Nodal Officer in consultation with consultant during the course of execution.

- d) The CGPWD / CPWD.
- e) Technical Specifications for Construction and Development of Government Facilities and Assets attached herein this Volume3
- f) In case, it is not possible to resolve the issue with the help of RFP documents, the provisions of relevant IS Codes shall be relied upon.
- g) In case, it is not possible to resolve issue with the help of any of the above stated documents, the decision and directions of the CGHIDB /Nodal Officer in consultation with Consultant shall be followed for execution and completion of any item of work.

For any clarification/ doubt, the CGHIDB /Nodal Officer may organize regular meetings with Developer. The Developer shall attend such meetings invariably as and when required.

Management review meetings shall be held monthly or at discretion of the CGHIDB/Nodal Officer and senior management personnel from the developer shall be present during such meetings.

The Responsibilities/Works to be carried out at developers own cost, mentioned in these special terms and conditions and any other sections of RFP Document Volume 1, 2 & 3 means the cost towards same shall not be evaluated as kind payment of premium. Only Items mentioned in the BOQ carried out under the construction and development of Government Facilities and Assets will be evaluated as Lumpsum Amount and Abstract Estimates. In case of any ambiguity in this regard the decision of CGHIDB /Nodal Officer in consultation with Consultant shall be conclusive, final and binding on the Developer.

## **2. Utilities for Construction and Development of Government Facilities**

The Developer shall make his own arrangement for obtaining electric connection required for execution of work at his own cost and make necessary payments directly to the concerned departments.

The Developer shall make his own arrangement for water suitable for construction at his own cost. The water for construction work shall be got tested quarterly from the laboratory approved by the CGHIDB Nodal Officer to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Developer. In the event of water being found unsuitable for construction, the developer shall make alternative arrangement for suitable water from any other source at his own cost to the satisfaction of the CGHIDB/Nodal Officer.

### **3. Safety and Security**

The developer will arrange to erect, at his own cost, G.I. Sheet fencing or other approved appropriate fence around the site, with entry/exit gates at suitable points. The developer shall, at his own cost, provide and erect suitable fencing around the project sites to ensure the security of his men, materials and equipment within the project sites. The security of workmen, materials, equipment stores etc. within the Project Sites shall be the responsibility of the Developer.

The Developer shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers. Developer shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

The Developer shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting at his own cost and if any property is damaged by fire due to the negligence of the developer, the same shall be made good by the developer at his own cost to the complete satisfaction of CGHIDB /Nodal Officer.

The Developer shall take care of all safety precautions pertaining to construction works, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.

The Developer shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever at his own cost, during the execution of the work. The developer shall be fully responsible for any damage to the GoCG property and to the all the works being carried out under Government Facilities.

The Developer shall continue to maintain watch and ward to safeguard the GoCG property in his possession until the same is formally handed over as per directions of the CGHIDB /Nodal Officer.

The Developer shall take full responsibility for the care of the works and materials and Plant for incorporation therein from the Appointed Date until the date of issue of the Final Completion and hand over Certificate for Government Facilities, when the responsibility for the said care shall pass to the CGHIDB /Concerned Department as the case may be. The Developer shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and there after till the Government Facilities and Assets are handed over to the concerned department. Provided that the CGHIDB /Nodal Officer issues a Final Completion and hand over Certificate for Government Facilities any Section or part of the Permanent Works, the Developer shall cease to be liable for the care of that Section or part from the date of issue of the Final Completion and hand over Certificate for Government Facilities.

In order to achieve the targeted date of completion the developer may have to work in multiple shifts, round the clock at his own cost. The developer shall provide adequate lighting arrangements as approved by the CGHIDB /Nodal Officer for carrying out the

work during night time, if so required and also provide all other facilities for the labour employed to carry out the work at his own cost as per direction of CGHIDB /Nodal Officer. It shall be the responsibility of the developer to safeguard the project site and ensure that no illegal encroachments are made by outside elements within the project site. Upon completion of the work or earlier as required by CGHIDB /Nodal Officer, the developer shall vacate the project site without any reservation.

#### 4. Testing

In order to ensure quality of work during its execution, the CGHIDB /Nodal Officer and Consultant representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the developer.

The Developer shall maintain a full-fledged testing laboratory (of minimum 40 sq.m.) equipped with the following equipment's for testing of materials. This laboratory shall be established at project sites by the developer at his own cost. Test report or material shall be maintained for inspection to be done by the CGHIDB /Nodal Officer at all times in the testing laboratory by the developer.

List of Minimum Requirements of Key Equipment's/ Machines for Quality Control Labs is as follows (Refer Annexure-II, Section 53 of CPWD Works Manual 12)

SN	Name of Equipment/Machinery	Quantity
1	Balance  i) 7-10Kg Cap. (Semi-Self Indicating type – Accuracy 10gm.) ii) 500 gm Cap. (Semi-Self Indicating type – Accuracy 10gm.) iii) Pan Balance-5Kg (Accuracy 10gm.)	01Nos.
2	Ovens : Electrically Operated, Thermostatically Controlled up to 100oC– Sensitivity 1oC	01 Nos.
3	Sieves - As per IS:460  *IS Sieves : 450 mm internal dia of size 100 mm, 80 mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75 mm, complete with lid and plan. *IS Sieves: 200 mm internal Dia (brass frame) consisting of 2.36 mm, 1.18mm, 500 microns, 425 microns, 300 microns	01 Set
4	Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with riming switch assembly.	01 Nos.
5	Equipment for slump test - Slump Cone, Steel plate, tamping rod, steel scale, scoop.	02 Set
6	Dial gauges 25mm travel - 0.01 mm/ division least count	02 Nos.
7	Compression testing machine (100T), electrically operated	01 Nos.
8	Graduated measuring cylinders 200 ml capacity	03 Nos.
9	Enamel trays (for efflorescence test for bricks)	02 Nos.



	300mmx250mmx40mm	
10	Circular plates of 250 mm dia	04 Nos.
11	15 cm moulds for concrete cubes	38 Nos.
12	Micrometer Screw 25mm gauge	02 Nos.
13	Rebound hammer for testing concrete, dynamic penetrometer	01 Nos.
14	Moisture meter for timber	01 Nos.

**List of Minimum Requirements of Field Testing Instruments (Refer Annexure- II, section 53 of CPWD Works Manual<sup>12</sup>)**

SN	Name of Instrument	Quantity
1	Steel Tapes – 3m, 10m, 15m, 30m, 50m, 100m	03 Nos. Each
2	Vernier Calipers	02 Nos.
3	Good Quality Plumb Bob	02 Nos.
4	Spirit Level (minimum 30cm long with 3 bubbles for horizontal and vertical)	<b>As required</b>
5	Wire Gauge (circular type) Disc	02 Nos.
6	Foot Rule	02 Nos.
7	Long Nylon Thread	<b>As required</b>
8	Rebound Hammer for testing concrete	02 Nos.
9	Dynamic Penetrometer	02 Nos.
10	Magnifying Glass	02 Nos.
11	Screw Driver – 30 cms long	02 Nos.
12	Ball Pin Hammer – 100 gms	02 Nos.
13	Plastic Bags for taking samples	<b>As required</b>
14	Moisture Meter for timber	02 Nos.
15	Earth Resistance Test (for Electrical Division)	<b>As required</b>
16	Megger (for Electrical Division)	<b>As required</b>

The number/list of equipment for testing mentioned herein are minimum requirements. The actual number/list of equipment for testing shall be decided by CGHIDB/Nodal Officer in consultation with Consultant as per the quantum of work and frequency of test and developer shall provide for the same accordingly.

The developer shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the CGHIDB /Nodal Officer in consultation with Consultant. The testing charges and conveyance from the site shall be borne by the developer. The developer shall also be required to conduct detailed Geo investigation such as SBC and bore log on each Block, (if required) as directed by CGHIDB /Nodal Officer/Consultant before and during the execution of work to enable the CGHIDB /Nodal Officer/Consultant to take appropriate decision. All the testing charges and conveyance etc., for such testing

shall be borne by the developer.

Minimum 20% of the prescribed number of tests of the material to be used in the work shall be got tested at Government Lab/ National Accreditation Board for Testing and Calibrating Laboratories (NABL) accredited testing laboratory as instructed by CGHIDB /Nodal Officer/Consultant at cost of the developer.

Even ISI marked materials may be subjected to quality test at the discretion of the CGHIDB /Nodal Officer/Consultant. Whenever ISI marked materials are brought to the site of work the developer shall, if required by the CGHIDB /Nodal Officer/Consultant, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the developer, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the developer. However, cement/ steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used until test certificates are obtained and approved by CGHIDB /Nodal Officer/Consultant

The developer shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.

## **5. Measurement of Works**

The work shall be executed and measured in metric system. The metric dimensions given in the bill of quantities and drawing, etc. shall be followed. (The dimension in FPS units wherever indicated, is for guidance only). The figures in the drawings shall be followed.

For measurement purpose the floor level shall mean the top surface of main structural RCC slabs of that floor and not the top of sunken floor of toilets or any other depressed floor.

## **6. Approval of Materials and Samples**

All materials, articles and workmanship shall be of respective best quality and kind for the class described in the bill of quantities and specifications. All materials so used in different items of work shall be subject to the approval of the CGHIDB /Nodal Officer and Consultant.

The developer shall get the samples of all the materials to be used in the work approved from CGHIDB /Nodal Officer and Consultant before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the CGHIDB /Nodal Officer. Any delay in getting the samples approved shall be developer's responsibility.

The developer shall submit to the CGHIDB /Nodal Officer and Consultant samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the CGHIDB /Nodal Officer and Consultant of the project before procuring bulk supplies. These approved samples shall be preserved and retained

in the custody of the CGHIDB /Nodal Officer as standards of materials till the completion of the work. The cost of such samples shall be borne by the developer.

Materials to be incorporated in the work shall be arranged by the developer and shall be in accordance with the specifications and bearing ISI Certification Mark only unless otherwise specified or allowed in writing by the /Nodal Officer and consultant. Any material banned by the CGHIDB /Nodal Officer shall not be used in the work. In case of specific items the material shall be in accordance with the enclosures approved items.

In case any material, work is found sub-standard the same shall be rejected by the CGHIDB /Nodal Officer/Consultant representative and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the CGHIDB /Nodal Officer at the risk and cost of the developer without giving any further notice and time.

The developer shall construct a sample (mock up) unit and make of samples of different activities complete in all respect as per the directions of the CGHIDB /Nodal Officer and Consultant. This sample unit shall be got approved from the CGHIDB Nodal Officer and Consultant before commencing the mass work.

## **7. As-built Drawings and other requirements**

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

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

- i) Description of the Assets and Facilities
- j) Operating Instructions
- k) Maintenance Instructions including procedures of preventive Maintenance
  - l) Manufacturer's Catalogues
  - m) Spare Parts List
  - n) Trouble Shooting Charts
  - o) Related Drawings,

- p) Type and routine test certificates for minorities

## 8. Site Offices and Facilities

The developer shall provide office space for CGHIDB /GoCG use. The space has to be constructed/ maintained by the developer as per his usage requirements at his own cost.

The Developer shall arrange to provide site office accommodation of required size at his own cost at an appropriate location for CGHIDB Staff and Consultant's Staff, along with all required good quality office furniture and other amenities as directed by CGHIDB /Nodal Officer /Consultant. The developer will have to provide telecommunication, LAN caballing and amenities etc as required by CGHIDB /Nodal Officer and Consultant. The developer will operate and manage all the premises occupied by CGHIDB and Consultant to the best of condition at his own cost.

The site office meant for CGHIDB Staff and Consultant's Staff, shall have computer facilities (provided by the developer at his own cost) with following computer configuration along with printers, plotters, photocopiers.:-

- (a) Processor: Core I5, 11<sup>TH</sup> Gen, 3.10 GHz : 4NOS
- (b) RAM: 8GB (min) A+ HDD 500GB (SSD)
- (c) DVD ROM Drive with DVD writer,
- (d) Internet and phone connection
- (e) Mouse, Keyboard, Modem.
- (f) Plotter (Color): Sufficient for A1 size Page
- (g) Photocopier (Color): Sufficient for A3 size page.
- (h) High Speed Broadband Internet connection
- (i) Digital Camera with Data Transfer capabilities.
- (j) Latest version of Software like AutoCAD, Primeravera / MS Project, MS Office, Photoshop, and others.
- (k) Display boards

The Successful Bidder shall provide and install a comprehensive IP-based PTZ CCTV camera system with a resolution of 1920 x 1080 pixels and above for all construction sites (minimum 3 nos. at each construction site). The CCTV surveillance system should be well integrated for remote monitoring through API on multiple Mobile / computer devices. The system should have minimum features like high quality image sensors, high security measures, day & night vision features, network storage, data transfer and downloads, storage of data up to 50 TB of cloud storage, API, Auto On / Off etc.

Unless otherwise specified, all equipment covered by this specification shall be designed, manufactured, tested, and installed as per the latest Indian Standard Specifications, IEC standards, or international standards. In case of any defects or malfunctions with the IP-based PTZ CCTV camera system during the Construction period, the Successful Bidder shall promptly provide repair or replacement services at no additional cost. The Successful

Bidder shall ensure a response time for replacing any defective PTZ cameras or related components during the construction period. The maximum allowable time frame for replacement shall be 48 hours from the time of reporting the defect.

The Successful Bidder shall ensure that the IP-based PTZ CCTV camera system is operational, integrated, and thoroughly tested before the start of the construction work. The Successful Bidder shall ensure all the installed cameras can be viewed by relevant CGHIDB officials at designated locations, including but not limited to the CGHIDB Head Office, Executive Engineer's Office, and Deputy Housing Commissioner's Office.

The developer shall periodically take photographs / videos of site prior to commencement of work, during construction and after completion of work as suggested and shall the photographs / videos in soft and hard copies to CGHIDB /Nodal Officer and Consultant at developer's own cost. The developer shall, apart from the above, take photographs or digital videos of critical elements at his own cost as instructed by CGHIDB /Nodal Officer and submit the same to CGHIDB /Nodal Officer.

The Developer shall at his own cost keep and maintain on project site complete survey instruments like Total Station / Theodolite / Auto Level along with full time technical personal to operate those instruments to facilitate and obtain the information required as instructed by CGHIDB /Nodal Officer and Consultant.

If required and directed by CGHIDB /Nodal Officer or Consultant, developer shall at his own cost arrange visits of his personnel comprising of CGHIDB /Nodal Officer's, Consultant's representative etc. to various places/ plants in or outside project town to check and verify the quality of material at manufacturer's places.

The site of the work shall have a full-fledged testing laboratory as mentioned in clause 4 hereinabove.

The developer shall have to use H frames for Scaffoldings and steel/ply wood shuttering for beam and Columns as instructed by CGHIDB /Nodal Officer/Consultant.

## **9. Change of Scope**

CGHIDB Nodal Officer reserve the right to change the location of the project site for construction of government facilities to anywhere in or out of planning area and surroundings in one or more locations and the developer will be bound to execute the project on the given changed locations at the rates at par with CGPWD. No claim whatsoever of Developer will be entertained on this account.

The Drawings and BOQ attached with the RFP are tentative and subject to changes as per site Conditions during execution. The developer shall not have any claim whatsoever on account of such changes in drawings at later stage during execution.

If for any reasons, any part of the site is not available temporarily for some time for part of the work, the agreed construction schedule shall be suitably modified and developer

shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the developer shall be allowed extension of time for completing the work as deemed fit by the CGHIDB /Nodal Officer. The developer shall also not be entitled to any compensation for any loss suffered by him:

- a) On account of delay in commencing the work by the developer
- b) On account of reduction in the scope of work or change of scope of work.
- c) On account of suspension of work or abandoning of work after award of work.

The quantities indicated in BOQ may vary to any extent and the developer will not be entitled for any claim for such variations. Actual work done shall be evaluated as per terms of this RFP document.

CGHIDB reserves the right to increase or decrease or change the scope of work of construction of government facilities.

## **10. Compliances**

The work shall be carried out, complying in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed, specifications, conditions of License agreement, drawings or as directed by the CGHIDB /Nodal Officer and Consultant.

The developer shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

The developer shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of his execution of work under the agreement at his own cost.

The developer shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes including GST shall be borne by the developer at his own cost.

The developer is supposed to abide by the minimum wages act, and shall produce all records to the CGHIDB /Nodal Officer or any other statutory authority as and when called for. The CGHIDB /Nodal Officer and consultant does not hold any responsibility on account of any lapses in this regard.



## **B. Technical Specifications for Construction and Development of Government Facilities and Asset**

### **1. Technical Specification for Building Works**

The Technical Specifications for Building works for the Project will refer to Specifications issued by Central Public Works Department (CPWD) as applicable amended till the date of Issue of NIT, Specifications provided in CGPWD SOR, Relevant IS Codes amended till the date of Issue of NIT, National Building Code amended till the date of Issue of NIT 1.2 Mode of measurements shall be as per provisions contained in the relevant clauses of the above mentioned specifications.

### **2. Technical Specification for Electrical Works**

The Technical Specifications for Electrical works for the Project will refer to General Specifications for Electrical Works issued by Central Public Works Department (CPWD) as applicable amended till the date of Issue of NIT, Specifications provided in CGPWD SOR 2020 for internal electrical works and external electrical works, Relevant IS Codes amended till the date of Issue of NIT, National Building Code amended till the date of Issue of NIT.

Mode of measurements shall be as per provisions contained in the relevant clauses of the above mentioned specifications,

### **3. Technical Specification for Road and Development Works**

The Technical Specifications for road and bridge works for the Project will refer to Specifications for road and bridge works amended till the date of Issue of NIT, published by the Indian Roads Congress on behalf of the Government of India, Ministry of Road Transport & Highway (Roads Wing), Specifications provided in CGPWD SOR 2015, Relevant IS Codes amended till the date of Issue of NIT, National Building Code amended till the date of Issue of NIT

Mode of measurements shall be as per provisions contained in the relevant clauses of the above mentioned specifications.

### **4. Technical Specification for any other Works**

The Technical Specifications for any other works for the Project will refer to the Relevant CPWD Specifications, Specifications provided in CGPWD SOR 2015, Relevant IS Codes amended till the date of Issue of NIT, National Building Code amended till the date of Issue of NIT and the current prevailing good industry practices being followed shall apply

Mode of measurements shall be as per provisions contained in the relevant clauses of

the above mentioned specifications.

**Note**

In case of any contradiction, ambiguity, discrepancy etc. in interpretation of Technical Specifications decision of the CGHIDB /Nodal Officer in consultation with Consultant shall be conclusive, final and binding on the Developer.

The Provisions of License Agreement, Special Terms and Conditions provided herein other terms and conditions specified elsewhere in RFP Document, as well as good for construction drawings and notes or other specifications issued in writing by CGHIDB /Nodal Officer shall form part of Technical Specifications for Construction and Development of Government Facilities and Assets.

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## Technical Specifications

S. No.	Particulars	Details
	<b>Builtup Area ( as per attachment drawing)</b>	SINGLE UNIT-48.97 SQM
	<b>Super Builtup area (as per attached drawing) per unit.</b>	58.94 sqm or 634.19 sqft
	<b>Super Builtup Total area of one block in Three Floors (G+2)+tower room</b>	707.28 sqm or 7610.33sqft
<b>1.</b>	<b>Foundation &amp; Structure</b>	<p>As per drawing attached in N.I.T</p> <p><b>A)</b>Excavation for footing is done as per drawing and design provided by CGHB and as per site condition as <b>per direction by Engineer-in-charge</b></p> <p><b>Note</b>-No extra payment for work executed in or under water and/or liquid mud</p> <p><b>A)</b> RCC frame structure with min. M-20 grade RMC concrete as per design-mix approved by <b>Govt. Technical Institute</b> (to be down by contractor) as per site condition and available material nearby that is to be used in construction.</p> <p><b>B)</b> Masonry work in plinth &amp; foundation with fly ash bricks(min avg wet compressive strength of brick should not be less than 3.5 N/mm<sup>2</sup>) in cement mortar 1:5 (1-cement:5-coarse sand) &amp; plastered all exposed site in cement mortar 1:5 (1-cement:5-fine aggregate) as per <b>Engineer-in-charge</b>.</p> <p><b>C)</b> Plinth height – Minimum 0.90 mtr. From finished road top level and adequate steps/ramp to be provided to facilitate two/four wheeler parking in front/back/side as per design and drawing and as per <b>Engineer-in-charge</b>.</p> <p><b>D)</b>Steel used in construction should be thermo-mechanically treated bar of min grade FE-500</p> <p><b>E)</b>Base work below footing and in parking area and other place should be down in min M-10 grade concrete,thickness as shown in drawing to a min. of 100mm thick.</p>
<b>2</b>	<b>Plinth filling</b>	<p>As per drawing attached in N.I.T</p> <p><b>A)</b>If excavated soil or part of Excavated soil seems to be good for filling, same shall be refilled as per direction of Engineer In charge and the remaining part of foundation and plinth shall be filled using only Moorum /Sand /Crushed Stone Dust. Filling should be done in layer of 15cm .</p> <p><b>B)</b>Balance unused excavated soil to be disposed up to 5.00 km. within area from the site or used for site leveling as directed by <b>Engineer-in-charge</b> including watering ramming etc. complete.</p> <p><b>C)</b>Plinth protection to be provided by providing</p>

		<p>50mm thick cement concrete 1:3:6 (1cement : 3 coarse sand :6 graded crushed stone aggregate 20mm nominal size) over 75mm bed of dry brick ballast 40mm nominal size well rammed and consolidated and grouted with sand inc finishing the top smooth as per EIC</p> <p><b>D)</b>Anti-termite treatment with chlorpyrifos/lindane in water as per manufacturer specification with five year service guarantee bond</p> <p><b>E)</b> Treatment of inside and outside of plinth masonry wall on using diluted chemical emulsion @ 1.5 litre per hole, including drilling 12 mm diameter holes in plinth wall below plinth protection at the interval of 300 mm and plugging with cement mortar 1 :2 (1 cement : 2 Coarse sand)</p>
3	Superstructure	<p>As per drawing attached in N.I.T</p> <p>1)20cm thick wall of fly ash brick (min avg wet compressive strength of brick should not be less than 3.5 N/mm<sup>2</sup>) in CM 1:6 for outer wall and 10 cm for partition wall in CM 1:4 with RCC bend of 10cm thick with main bar of 10mm 4 bars and 6 mm dia ring @ 20 m C/C at sill and lintel level, and hopping 25x1.60mm or 2nos 6mm dia ms bar reinforcement at every third course of half brick wall must be provided ,chhajjas as per design and drawings shall be provided.</p> <p>2)All RCC work and superstructure should be done as per drawing and design with min M-20 grade RMC concrete.</p> <p>3)DPC with mix 1:2:4(1cement : 2coarse sand :4 graded crushed stone aggregate 20mm nominal size) with 2nos 8 mm bar to be provided at each window sill</p> <p>3)All R.C.C sunshade (chhajjas) shall be casted with plain face and bottom surface with drip mould and smooth quarter round cement concrete ( haller ) at top with cement concrete M-20,cement concrete haller at corner of top and mumty slab should also be provided.</p>

4	Slab	M-20 grade RCC (RMC) slab as per approved design and drawing provided and as per direction of <b>EIC</b>
5	Minimum floor height	As per drawing attached in N.I.T Finished Floor Top to slab bottom 3.0 mtr
6	Flooring, Dado and skirting	<p>A) Providing and laying ceramic glazed floor tiles conforming to IS : 15622 of size not less than 400x400mm , make, colour, shade laid on 20 mm thick Cement Mortar 1:4 (1 cement : 4 coarse sand) including pointing the joints with white cement mixed with matching pigment etc., complete..in bed room ,living, dinning, kitchen, ,pooja,porch, drawing and passage floor,corridor,common area and toilet of each floor above all area should be provided with 100mm skirting all around of same tiles. Design as approved by Engineer-in- charge (Make Orient/Bell/kajaria/RAK)..</p> <p><b>Note-</b> Tiles to be laid in continuous joint from one room to another</p> <p><b>B)</b> Providing and fixing ceramic glazed wall tiles conforming to IS : 15622 of approved make, colours, shades and size NOT LESS THAN 200X300 mm on wall and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with matching pigment complete. for bath and w.c dado(dado height should be upto door frame top level) ,kitchen platform dado design as approved by Engineer-in- charge. (Make Orient/Bell/kajaria/RAK).</p> <p><b>C)</b> 40 mm thick PCC (Plain cement concrete flooring) with C.C. 1:2:4(1 cement : 2 fine aggregate : 4 coarse aggregate), finished with a coat of neat cement with water proofing compound in roof slab.</p>
7	Kitchen platform	15mm thick grey Granite work (machine cut, table rubbed & mirror polished) for kitchen of required size laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) including joints treated with white cement mixed with matching pigment including rubbing and polishing to edge moulding to

		give high gloss finish as per direction of <b>Engineer-in-charge</b>
<b>8</b>	Joinery	<p>As drawing attached in N.I.T</p> <p><b>All Door Frame –</b> All door frame should be of <b>ECP</b> i.e; engineered composite profile (section size - (A-Double rebate-5”x3” ) (B-single rebate-4”x2.5”)) with holdfast as required including fixing of necessary butt hinges and screws etc complete as approved by <b>Engineer-in-charge</b></p> <p><b>Door Shutters –</b></p> <p><b>Door Shutter-</b> 35mm thick flush door shutters, core of block board construction with frame of first class Indian teak ply veneering on one face and commercial ply veneering on the other face of the shutter with vertical grains, cross bands and face veneering.including hinges all complete Hinges.</p> <p><b>S.S. Finished brass Door Fittings (Make - nova/pagi/oswal or similar type as approved by EIC)</b></p> <p>i. Sliding Bolt (L Drop): Main door - 300 × 16mm. Other door- 250 x 16mm</p> <p>ii. Tower Bolt- 250×10 mm</p> <p>iii. Handle: -150 mm ( Clear )</p> <p>iv. Latch: All door -300x16x5 mm Toilet door - 250×12X5 mm.</p> <p>v) Door stopper ( double) 150mm Brass Floor Door Stopper</p> <p>vi)Fixed stopper (60 mm long) 1nos</p> <p><b>as per direction of EIC</b></p>
<b>9</b>	Window, ventilator	<p>As drawing attached in N.I.T</p> <p>Alluminium anodized Powder coating(colour as decided by EIC) sliding windows and ventilators as per drawing made out of <b>three track</b> frame section and shutter frame of alluminium Z-section size 41.50mm x 29.29 mm x 1.50 mm weighing 0.636 kg/m and alluminium standard section 63.27 mm x 40 mm x 1.50 mm weighing 0.933 kg/m duly fixed with outer frame including ball bearing rollers of superior quality, guides locks, neoprene weather strips and 5mm thick black glass of good quality (<b>make- saint gopin/modi</b> ) i/c one panel of steel mosquito net</p>



		<p>including all fitting of superior quality (decorative type) including applying a coat of lacquire as per direction of <b>Engineer-in-charge</b> duly fixed in walls with bolts and nuts required (<b>Make-hindalco/galco</b>)</p> <p><b>Grill for windows and ventilator-</b> MS grill AS PER drawing and design of grill provided by CGHB to be provided at each window and ventilator only after applying a priming coat of Redoxid Zink chromate primer (as per attached drawing of grill ) as approved by <b>Engineer-in-charge</b></p>
10	Plastering	12 / 15/18 mm thick Cement Plaster in CM 1:5 & 6mm thick CM 1:4 wherever required& mixing water proofing material in outer cement plaster
11	Drip Course & Concrete Ghola	Drip course 2cm x 1.3 cm to be done on RCC work and 3 cm thick 7.5cmx7.5cm concrete ghola to be done at junction of wall and RCC slab/Chhajjas.
12	Chicken Mesh	30cm wide double folded strip of chicken mesh will be provided at all junction of brick work and RCC work.
13	Railing for staircase and landing	<p>M.S.Tubular hollow pipe Railing having weight not less than 12 kg/sqm as approved by <b>Engineer-In-Charge</b>.</p> <p><b>NOTE:-</b> Design of railing should be provided by CGHB</p>
14	Bolconies railing	<p>M.S.Tubular hollow pipe Railing having weight not less than 12 kg/sqm as approved by <b>Engineer-In-Charge</b>.</p> <p><b>NOTE:-</b> Design of railing should be provided by CGHB</p>
15	Terrace, Tower Grill Gate and Parapet wall	<p>As drawing attached in N.I.T</p> <p><b>A.</b> Provide stair case tower with designed RCC slab.</p> <p><b>B.</b> Provide 900 mm height parapet wall in 20 cm thick brick wall in cm 1:6 RCC parapet wall as per design and elevation.</p> <p><b>C.</b> Tower MS sheet (1.5 mm thick sheet with 32x32x3 section as framing )door shutter, with 40x40x6 mm MS angle door frame location as shown in drawing as approved by Engineer-in-charge.</p>
16	Building elevation	<p>Building elevation shall be strictly in accordance with the approved drawings and design provided by the board.</p> <p>Note-1)18mm thick plaster in elevation plaster work must be done in 2 layer first 12mm in 1:5 cement mortar and second 6mm thick in 1:3 cement mortar</p>

17	Painting / water proofing cement paint	<p>1)<b>PUTTY</b>-Two coat White cement based putty ( Make -JK / Birla) on inner side wall and slab above one or two priming coat.</p> <p>2)<b>INNER PAINT</b>-Painting all inner wall and sealing with acrylic luxury emulsion (plastic) paint of shade as approved by <b>EIC MAKE-ASIAN PAINT/ICI DULUX OR EQUIVALENT</b></p> <p>3)<b>EXTERNAL PAINT</b>- Painting exterior surface with <b>PREMIUM ACRYLIC SMOOTH</b> exterior paint of required shade as per manufacturer's specifications to give protective and decorative finish including cleaning washing of surface etc. complete, with two or more coats after two coat primer.</p>
18	Water Proofing	<p>Providing and laying water proofing treatment in sunken portion of WCs, bathroom, kitchen etc., by applying cement slurry mixed with water proofing cement compound consisting of following applications including surface preparation:</p> <p>i) First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm. This layer will be allowed to air cure for 4 hours.</p> <p>ii) Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry. Above work must be done as per direction of <b>EIC</b></p>
19	Painting on Iron/ Wood Work / Doors	<p>1)Premium Synthetic enamel paint three coats in approved shades of approved make as directed by Engineer– in – charge door frames, wood work &amp; iron work including priming coat with primer. (<i>Make Asian/Narolac</i>)</p> <p>2)<b>DOOR</b>-French sprit polish on both side of door after preparing the surface by rubbing down smooth with sand papers, <i>covering</i> the knots, if visible , applying a coat of wood filler, cleaning the surface, applying 50 or more coats of French polish till the surface gives high gloss</p>
20	Internal Sanitary and Collecting Chamber	<p>As per drawing attached in N.I.T</p> <p>A) Providing and fixing INOS-water closet squatting pan each house (Indian type W.C. pan ), 100mm sand cast Iron P or S trap, 10 litre low level P.V.C. flushing cistern (same colour) conforming to IS : 7231, with flush bend and other fittings and fixtures complete including cutting and making good the walls</p>

		<p>and floors wherever required at any floor. The floor level of toilet shall be 50mm lower than the general floor level of house..</p> <p><b>MAKE-HINDWARE/PARRYWARE</b></p> <p><b>B.</b> Sewage disposal from WC with 75 / 100/150 mm PVC pipe &amp; waste water from kitchen, balcony &amp; Bathroom with 75 /100/150 mm PVC pipe &amp; fittings including clamp as required &amp; as directed by Engineer – in – charge. It shall be responsibility of contractor to make essential arrangements for disposal of rain water from terrace (roof slab) by providing proper slope in roof slab and by providing appropriate PVC pipes and fittings all complete as directed as <b>Engineer-in-charge. (Make Finolex/Supereme)</b></p> <p><b>C.</b> As per requirement &amp; suitable length providing and fixing in position underground sewerage HDPE PIPE as per IS code specification. full round pipe with gasket and necessary joint material laid underground over cement concrete 1:2:4 150mm thick and in proper gradient complete including excavation of trenches up to required depth and refilling of trenches with watering and ramming etc. complete.</p> <p>(a) 100 mm dia (c.c. base 30cm wide)</p> <p>(b) 150 mm dia (c.c. base 38cm wide)</p> <p>as approved by <b>Engineer-in-charge</b></p> <p><b>D.</b> PVC rain water pipe should be provided at each balcony 75/100 mm dia. including clamp at required spacing as per direction of <b>Engineer-in-charge (Make Finolex/Supereme)</b></p> <p><b>E.</b> As per requirement of each house constructing manholes and grease and grit chambers 90 cm x 45 cm clear inside size with 200 mm thick Fly ash brick masonry in cement mortar 1:3 over 150 mm thick cement concrete 1:5:8 base, cement plastered in CM 1:3 inside complete with smooth finish including 95 cm x50 cm R.C.C. Manhole Cover 8 cm thick. as per <b>Engineer-in-charge</b></p>
21	Over Head Tank	<p>As per drawing attached in N.I.T</p> <p>Designed elevated over head RCC water tank(SIZE AS GIVEN IN DRAWING) on top of the tower, the tank bottom slab should be clear 60cm from the tower slab for all dwelling unit as per approved by <b>engineer-in-charge.</b></p>
22	Internal Water Supply	<p>As per drawing attached in N.I.T</p> <p>A)As per requirement of each block Providing and fixing in position at any floor UPVC PIPE &amp; CPVC for hot water line pipe line best Indian make</p>

		<p>complete with fittings, except controls such as cocks and valves fitted and fix to the walls with approved clamps at any floor or buried under ground. Including making necessary chases and holes in walls and floors or trenching etc. complete with making good the wall or refilling including painting of pipes.</p> <p>(a) 15 mm dia (b) 20 mm Dia (c) 25 mm dia (d) 32 mm dia (e) 40 mm dia.</p> <p>B) Providing and fixing in position nos as shown in drawing ( each house) <b>WASH BASIN WITH WASTE PIPE ETC COMPLETE</b> comprising of glazed vitreous china best Indian make of specified size with central slot for single valve , only and enamel or alluminium painted cast iron brackets, 15mm C.P brass (heavy type weight approx 400 grams) pillar valve, 32mm G.I waste coupling 15mm PVC inlet connection not less than heavy stop cock 375mm in length with 15mm dia brass 32mm G.I waste pipe with G.L trap outside of wall till gully trap or drain pipe with G.I clips including 40mm G.I pipe sleeve. Previously embedded in correct position complete with all joints and making chases and holes in floors and walls repairing the same with cement mortar (1:3) plastering and colouring to the original condition and paintings of fittings etc. complete. -</p> <p><b>1) BASIN- MAKE –JAQUAR/PARRYWARE/HINDWARE</b></p> <p>C) Providing and fixing in position LONG BODY bib cock 3-Nos in each house (1-nos in wash area, 1-nos in each WC/toilet.) <b>MAKE- JAQUAR/PLUMBER</b></p> <p>D) Providing long body sink cock for kitchen <b>02-nos each house</b> above kitchen sink <b>MAKE- JAQUAR/PLUMBER</b></p> <p>E) Providing and fixing in position 1- nos pillar cock above wash basin in each house as approved by EIC in each house (<b>MAKE- JAQUAR/PLUMBER</b>)</p> <p>F) Providing and fixing 1-NOS IN EACH HOUSE 15 mm nominal bore C.P. brass fittings of approved make and conforming to IS:8931 including C.P. brass extension if required: Wall mixer with elegant knob (1400 grams)</p>
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		<p><b>(MAKE- JAQUAR/PLUMBER</b></p> <p>G)Providing and fixing in position 01 nos ( each houses) chromium plated shower rose with shower arm 100x15 mm casted or sheet pressed with rim type complete including gasket joint at any floor  <b>MAKE-SHOWER-JAQUAR/PLUMBER</b></p> <p>H)Providing and fixing in position best indian make <b>size-560x410 and bowl depth 215</b> ,1mm thick <b>01-nos each houses</b> steel kitchen sink with C.I bracket and S.S plug 40mm including 40mm dia CP waste coupling non clogging type 40mm dia. G.I class -A waste pipe up to nahani trap i/c painting and fixing brackets  <b>Make-Jayana/Nirali</b></p> <p>I)As per requirement providing and fixing in position best indian make chromium plated angle valve for each basin mixer and gyser with wall flange complete in each bathroom. <b>MAKE- JAQUAR/PLUMBER</b></p> <p>J)As per requirement providing and fixing in position best indian make stainless steel drain jali as approved by <b>Engineer-in-charge</b></p> <p>K)As per requirement providing and fixing in position best indian make chromium plated screw down brass concealed cock heavy type (weight not be less than 450 grams) etc. complete. as approved by <b>Engineer-in-charge</b></p> <p>L)As per requirement Providing and fixing in position best Indian make gun metal high pressure full way or Gate valve (peets Pattern) with iron wheel head complete.  a) 15 mm dia  b) 20 mm Dia  c) 25 mm dia  d) 32 mm dia  e) 40 mm dia  as approved by <b>Engineer-in-charge</b></p> <p>M)As per requirement Providing and fixing in position PVC gully trap with rebated tops (strong make) square bodies 150 x 150 mm CI grating and 100 mm out let with 300 X 300 concrete 1:2:4 (40 mm metal) hopper rebated curb 300 x 300 CI cover with frame including forming one or more horizontal and oblique side inlet</p>
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		<p>in hopper setting in cement concrete 1:2:4 (40 mm metal) complete.</p> <p><b>MAke-As approved by Engineer-in-charge</b></p> <p>N)As per requirement in each house Providing and fixing in position G.M. heavy ferrule including making holes of Pipes line and making gasket joints etc. complete inclusive of clamps.</p> <p>(1) 15mm dia</p> <p><b>MAke-As approved by Engineer-in-charge</b></p> <p>P)As per requirement in each house Providing and fixing in position 100 mm PVC nahani trap with hinged perforated cover complete with gasket and cement caulked joints including making necessary chases and holes in floors and walls and repairing the same to original condition.</p> <p><b>Make as approved by Engineer-in-charge</b></p> <p>Q)As per requirement in each house Providing and fixing chromium plated Nahani Trap grating</p> <p><b>Make as approved by Engineer-in-charge</b></p> <p>R)Unions and other fittings are to be provided as per requirement and as directed by <b>Engineer In charge</b> for easy maintenance. <b>(Make-Finolex/supreme for PVC &amp; UPVC)</b></p>

**GENERAL SPECIFICATON (FOR INTERNAL ELECTRIFICATION)  
Redevelopment Work Phase-II GAD H Type Quarters, Jagdalpur**

<b>Internal Electrification</b>	:	Detailed Specification for Internal Electrification work
		<b>1. POINT WIRING:-</b> Point wiring for Light/Fan/Exhaust fan/Call Bell with 3x1.5 Sqmm FRLS PVC Insulated standerd copper conductor <b>Polycab / Havells / RR Kable (ISI) Make</b> single core wire in concealed FRLS PVC Conduit ( Heavy duty thickness of pipe should be 2 mm <b>Sarswati / Polycab / AKG (ISI) Make</b> ) with 5/6 amps modular type <b>Legrand (Myrius) / Polycab (Levana) / Havells (Athena) ISI Make</b> switch, socket and other necessary required material i.e. Phenolic Laminated Sheet, suitable size G.I. Box, ceiling rose, fan box, holder and Eathing the box with same size of cable and <b>two module fan regulator</b> etc. as required.
		<b>A. Light Point</b>
		a. Short Point - <b>244 Nos.</b>
		b. Medium Point - <b>136Nos.</b>
		c. Long Point - <b>104 Nos.</b>
		<b>B. Fan/Exhaust Fan Point</b>
		a. Medium Point - <b>144 Nos.</b>
		<b>C. Call Bell Point</b>
		Long Point - <b>48 Nos.</b>
		<b>D. Twin Control Light Point - 112 Nos.</b>
		<b>E. Twin Control Fan Point - 96 Nos.</b>
		<b>F. 3 Pin 5/6 Amps Socket Outlet same board - 280 Nos.</b>
		<b>G. 3 Pin 6 Amps Socket Outlet Separate board (with 3x2.5 Sqmm Copper Conductor) required length of wire from same board</b>
		a. Medium Point - <b>48 Nos.</b>
		b. Long point - <b>144 Nos.</b>
		c. Extra Long Point I - <b>144 Nos.</b>



	<b>H. Power wiring on separate board</b> With 3 x 4 sqmm FRLS PVC insulated copper conductor from MCBDB to point either geezer point, power point or A.C. point., A.C. point also with <b>25/32 amp A.C. Starter Switch</b> with same make of switch and accessories in all.
	a. Long point - <b>48 Nos.</b>
	b. Extra long point I - <b>48 Nos.</b>
	c. Extra long point I - <b>48 Nos.</b>
	<b>2. Circuit / Submain wiring :-</b> Wiring for FRLS PVC insulated <b>Polycab / Havells / RR Kable (ISI) Make</b> copper conductor for circuit wiring from MCBDB to same board wiring along with the 3 x 2.5 Sqmm, 6 x 2.5 sqmm & 9 x 2.5 sqmm in ( Heavy duty thickness of pipe should be 2 mm <b>Sarswati / Polycab / AKG (ISI) Make</b> ) 20 mm & 25 mm dia PVC Conduit & sub main wiring from Meter board to MCBDB of 32 mm dia PVC Conduit with 6 x 6 sqmm FRLS PVC insulated <b>Polycab / Havells / RR Kable (ISI) Make</b> wire in flats and 25 mm dia PVC Conduit with 3 x 4 sqmm FRLS PVC insulated <b>Polycab / Havells / RR Kable (ISI) Make</b> in common area MCB DB.
	Length of Circuit & Submain wiring is as per required of the work decided by site engg. Incharge.
	<b>3. MCBDB, TPN &amp; SP MCB :- Legrand / Polycab / Havells (ISI) Make.</b>
	a. 4 way double door TP&N MCBDB - <b>48 Nos.</b>
	b. 4 way double door SP&N MCBDB - <b>04 Nos.</b>
	c. 63 amps TP&N MCB - <b>48 Nos.</b>
	d. 40 amps DP MCB - <b>04 Nos.</b>
	e. 6 to 32 amps SP MCB - <b>392 Nos.</b>
	<b>4. MAINTAINANCE FREE EARTHING</b> with 2 meter long G.I. Pipe and 25 kg back filling compound & and interconnection it with metering panel by <b>25x6 mm G.I. strip</b> at 0.50 meter below ground level , also provide masonry enclosure of suitable size with cover plate. - <b>16 Job</b>
	<b>5. T.V. Socket Legrand (Myrius) / Polycab (Levana) / Havells (Athena) ISI Make</b> and RG-6 grade cable of <b>Polycab / Havells / RR Kable (ISI) Make</b> sepratlly form each point to outer common point in separate concealed rigid PVC ( Heavy duty thickness of pipe

		should be 2 mm <b>Sarswati / Polycab / AKG (ISI) Make</b> ) conduit - <b>96 Nos.</b>
		<b>6. Ceiling Fan</b> - Supplying installation, testing and commissioning of 1200 mm sweep <b>Havells/Usha/Crompton make (ISI)</b> ceiling fan including wiring the down rod of required length with 1.5 sq mm FRLS PVC insulated copper conductor single core cable, earthing etc. with BEE Star rating form 3 star & above. - <b>96 nos.</b>
		<b>7. Exhaust Fan</b> - Supplying, installation, testing and commissioning of <b>Havells/Usha/Crompton make (ISI)</b> 300mm sweep medium duty (continuous running) 1400 rpm exhaust fan in existing opening in wall including earthing etc. complete as per specification.- <b>96 nos.</b>
		<b>8. LED Tube light Fitting</b> - Supplying, installation, testing and commissioning of <b>Havells/Wipro/Crompton (ISI) make</b> 18/20 watt (4 feet) LED tube light fitting including batten with Electronic Driver Heat sink Capacitor complete with all other accessories on surface/ in false ceiling, including connection, earthing etc complete as per specification and IP20, P.F. should be greater than 0.9. LED chip efficacy ratio $\geq 100$ lumens /watt. - <b>284 nos.</b>
		<b>9. LED Lamp</b> - Supplying, fixing, testing and commissioning of <b>Havells/Wipro/Crompton (ISI) make</b> 9 Watt LED lamps with inbuilt electronic driver heat sink and all other accessories in existing holder/ luminaries as per specification and P.F. should be greater than 0.9. LED chip efficacy ratio $\geq 100$ lumens /watt. - <b>144 Nos.</b>

	<p><b>10. CABLES &amp; end termination:-</b> Required length of service cable from nearest electric pole to each metering panel with <b>01 No.</b> Extra run for standby between two panel in 01 block of 3.5x50 sqmm <b>polycab/havells/CCI Make</b> one number FRLS PVC insulated, PVC sheathed, armoured, aluminum conductor power cable of 1.1 KV grade in RCC/HUME/HDPE pipe and terminate the end with required size of lugs, gland in 200mm dia RCC Hume Pipe and also provide suitable size chamber and 90 mm dia HDPE Pipe on electric pole for service cable.</p>
	<p><b>11. Metering Panel:- a)</b> Fabrication, supply, installation, testing and commissioning of cubicle type 300mm deep compartmentalized floor mounted metering panel board of specified size and made out of 2 mm thick CRCA MS powder coated sheet with suitable size compartments for 6 nos. 3 phase energy meter with 200amp bus bars, <b>Legrand / L&amp;T / ABB (ISI) Make- 01 No.</b> 160amp 25KA 4 Pole MCCB as Incomer and <b>07 Nos.</b> 63amp 10KA MCCB Outgoing MCCB and <b>01 No.</b> 40 amp DP MCB. also provide digital type Ammeters, Voltmeter, Indicating lamp, interconnection with 6 sqmm copper FRLS insulated wire and providing of 25x6 mm G.I. strip for earth connection as per specifications , suitable size MS stand etc complete as per specification :-<b>08 NOS.</b></p>
	<p><b>12. TESTING AND TEST REPORT:-</b> All the work related to Internal Electrification work is to be necessary testing after completed the work. Contractor must have Also Provided Test Report (For Electrical Services connection from CSPDCL) from eligible electrical License Holder (Valid) Person.</p>
	<p><b>NOTED:-</b> Every Item for Electrical work is specified but if any item not mentioned above specification and it also required complete the Internal Electrification work should be used by Contractor and no any extra payment made for this All the work is completed as per instruction of engg. Incharge.</p>

## Schedule B – Annexure 4–Government Facilities Project Phasing & Milestones

1. Developer is required to achieve project progress milestones so as to achieve the completion of construction and development of all the following Government Facilities by the Construction Completion Date
  - a. Office building blocks
  - b. Staff Residential blocks
  - c. Other Infrastructure & Development
2. The Developer shall prepare the Master Project Schedule for implementation of the Government Facilities so that he is able to achieve these project progress milestones and with an objective to achieve timely completion of the Government Facilities by the Construction Completion Date.
3. On the event of failure on the part of developer to achieve any of the Project Progress Milestones provided herein the developer is required to pay liquidated damages as provided in the **Clause 16** of the License Agreement, which will be payable at every default of project progress milestones.
4. Project Progress Milestones for office buildings blocks, Residential Quarters & Assets.

Milestone No	Months from Appointed Date	Project Progress Mile – stone			
		Sub-structure (Foundation up to Plinth) (% of Financial Progress)	Super- structure RCC and Brick Work (% of Financial progress)	Finishing Works (% of Financial Progress)	Site Infrastructure and other Development Works (% of Financial Progress)
1 <sup>st</sup>	3 Months	50%			10%
2 <sup>nd</sup>	6 Months	100%			20%
3 <sup>rd</sup>	9 Months		30%		30%
4 <sup>th</sup>	12 Months		60%	30%	50%
5 <sup>th</sup>	15 Months		80%	60%	70%
6 <sup>th</sup>	18 Months		100%	80%	85%
7 <sup>th</sup>	21 Months			100%	100%
8 <sup>th</sup>	24 Months	Hand over of Government Facilities and Assets			

Note : The Physical progress in terms of percentage completion of Works shall be construed as the Financial Progress across all components. [These milestone will depend on duration of the project]

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## **Schedule B- Annexure 5 – Lumpsum Amount and Abstract Estimates for Government Facilities**

The development work for Government Facilities shall be carried out on a Lumpsum basis. However, the CGHIDB may provide the Bills of Quantities (BOQ) for estimation of work.

In case of any discrepancy in the Lumpsum Rates mentioned herewith, Rates mentioned in relevant CGPWD SOR shall prevail.

The developer shall be bounded to execute the work as directed by Nodal officer / CGHIDB. The work mentioned in Abstract Estimates may vary to any extent. No extra rate / compensation / claim shall be payable for extra / less quantity of any items. Any work / item which is not mentioned in Annexure 3, Schedule B and not included in CGPWD may be required for execution, shall be executed by the developer as per direction of Nodal Officer. The rates of any work / item executed, which is not included in SOR and Annexure 3, Schedule B, No extra rate / compensation / claim shall be payable for extra / less extra rates.

## **Schedule B- Annexure 6 – Scope of Defect Liability Period for Government Facilities & Assets**

1. The defect liability period of the Government Facilities and Assets is 5 years from the issuance of Final Completion and hand over Certificate for Government Facilities during which the developer is required to rectify defects of all the Government Facilities and Assets at Developers own Cost.

2. Scope of work during the Defects Liability Period

The scope of work during the Defects Liability Period shall be as follows:

- (i) Operation and Maintenance of the constructed Government Facilities to the satisfaction of CGHIDB/agency owing the Government Facilities.
- (ii) Remove defects observed during this period in all permanent structures, building services, infrastructure and other assets/facilities completely.
- (iii) Any defect, shrinkage or other fault appear in works during the defect liability period, due to defective or improper material or workmanship, the developer on receipt of the written notice shall make good the defect at his own expense. In case of default, the same would be made good by the CGHIDB at the expense of developer, to be adjusted from the security deposit for Defects Liability Period of Government Facilities available with the CGHIDB. Any delay or inconvenience caused by this delay in carrying out repairs/ Defect Removal will be assessed by Nodal Officer and penalties not exceeding Rs. 1,00,000/- (Rupees One Lac Only) per month may be imposed off during a period of non-compliances. Either full or balance of Security Deposit for Defects Liability Period of Government Facilities will be released by CGHIDB at the end of defects liability period on presentation of "no claim" by developer duly certified by the Nodal Officer.
- (iv) The developer, his agent, workers and representative are required individually to be in possession of an identity card or pass to be obtained from CGHIDB. The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted areas and also at a time or number of times inside the restricted area
- (v) The developer or his representative of at least Manager/ Engineer level shall meet with CHGB nominated officer once a day and attend the office whenever called by him.
- (vi) If any item has manufacturing defects, developer shall replace the same at his own cost. If it is damaged by any other means, the fixtures/ fittings shall be provided by the department, and the same shall be installed by developer at his own cost.
- (vii) The Developer shall get tested every six months the firefighting system to ensure its suitability and functionality.
- (viii) If any defects are observed in the water proofing and anti-termite treatment works of



the Government Facilities and Assets, they should be rectified immediately by the developer.

- (ix) The rectification/remedial works of the defects shall be carried out at Developers Own Cost, in compliance with the requirement of the Technical Specifications and Approved Drawings and Plans or as directed by the Nodal Officer and shall be carried out in compliance with the provisions of Chhattisgarh Bhumi Vikas Rules 1984 applicable Development Plan and any amendments thereto or any other requisite government regulations as applicable,
- (x) Materials to be incorporated in the rectification/remedial works shall be arranged by the developer and shall be in accordance with the Technical Specification and bearing ISI certification Mark only unless otherwise specified or allowed in writing by the Nodal Officer.

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## **Schedule C – COMPENSATORY LAND PARCEL**

### **Schedule C - Annexure 1 – Details of Compensatory Land Parcel**

#### **DESCRIPTION OF THE COMPENSATORY LAND PARCEL**

- The land admeasuring about 6500 Sqm at SDM Office Parisar/Revenue Campus, In front of Danteshwari College, Jagdalpur), (referred to as "Compensatory Land Parcel" or "CLP") will be provided to selected developer on Development Rights on License basis.
- The selected developer has to finance & build the Redevelopment Project there under.
- Details of the CLP:

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## Schedule C – Annexure 2 - Tentative Site Plan of Compensatory Land Parcel

### 1. Google map of the Compensatory Land Parcel



[illegible]

## Schedule C – Annexure 3 – Minimum Development Obligations and Special Conditions

### A. Minimum Development Obligations (MDO):

1. The developer shall oblige to utilize minimum **1.0 (One)** Floor Area Ratio (FAR) on the CLP for Redevelopment Project.
2. As per the applicable **Master Plan 2021 for Jagdalpur**, permissible FAR for Residential is **1.5 (One and Half) and Commercial is 2.0 (two)**.
3. Milestones to fulfilment of the MDOs:

S.no.	Milestone for Redevelopment Project	Permissible timelines from Appointed Date
1	All approvals for initiating construction work and launch of the project	Within 06 acres
2	20% area as per MDO or approved layout whichever is higher	Within 12 months
3	40% area as per MDO or approved layout whichever is higher	Within 18 months
4	60% area as per MDO or approved layout whichever is higher	Within 24 months
5	80% area as per MDO or approved layout whichever is higher	Within 30 months
6	100% area as per MDO or approved layout whichever is higher	Within 36 months

### B. Special Conditions

1. The Developer shall take all necessary actions to prevent and ensure that no illegal construction or activities are undertaken on the site. Furthermore, any hazardous activities are strictly prohibited and shall not be permitted under any circumstances within the project premises.
2. In case of any increase in permissible FAR in Development Control Regulations or Master Plan, the developer may utilise the additional FAR after paying the proportionate amount of Quoted Premium.
3. In case Developer is willing to utilise premium FAR (if applicable), Developer is free to do so after adhering to the applicable regulations and payment of fee levied by the concerned department for purchase of such FAR.
4. Developer shall not be permitted to Sale of un/developed plot.

## Schedule C – Annexure 4 – Conditions for lease-deed in favour of Buyer

- i. To officially launch / apply for RERA approval / construct any structure on the CLP for Redevelopment Project, Developer liable to pay at least 25% of the Premium amount and construct or compensate in monetary terms for Government Facilities equivalent to 25% of the estimated construction cost or submit additional Bank Guarantee of the equivalent amount.
- ii. Developer shall be allowed to enter into the ‘**Agreement to Sale**’ for the built-up area equivalent to percentage of cumulative of the payment of premium and construction of government facilities.
- iii. Conditions for lease-deed in favour of Buyer:

Conditions for lease-deed in favour of Buyer by Developer			
S. No.	Payment of Monetary Term Premium (in percentage)	Value of Government Facility (in percentage of total estimated value government facility)	Permissible sale area for lease deed in favour of buyer (in percentage of total proposed saleable area as per the approved layout)
1.	Equal to or above 25%	More than 50%	Up to 25%
2.	Above 50%	Up to 75% or 50% construction + additional PBG of 25% of government facility cost	Up to 50%
3.	100%	100%	Up to 75%
4.	Remaining 25% sales will be permissible after meeting all the compliance as per the scope of work of the developer and adjusting all the penalties, dues, interest or charges levied time to time on the developer.		100%

- iv. In case, Developer submit additional BG as per the above table, same shall be returned, once the construction and development work of equivalent amount for government facility is completed to the satisfaction of CGHIDB. CGHIDB will return the additional BG within 60 days, upon written request from the Developer and satisfactory completion of work, as inspected by CGHIDB.
- v. Once the MDO is achieved, land can be transferred on free-hold basis in favour of buyer, as per the applicable regulations.

## **Schedule C – Annexure 5 – Scope of Defect Liability Period for Facilities & Assets on CLP**

3. The defect liability period of the CLP and Assets is 5 years from the issuance of Final Completion Certificate for project during which the developer is required to rectify defects of all the Facilities and Assets developed on CLP at Developers own Cost.

4. Scope of work during the Defects Liability Period

The scope of work during the Defects Liability Period shall be as follows:

- (i) Remove defects observed during this period in all permanent structures, building services, infrastructure and other assets/facilities completely.
- (ii) Any defect, shrinkage or other fault appear in works during the defect liability period, due to defective or improper material or workmanship, the developer on receipt of the written notice shall make good the defect at his own expense. In case of default, the same would be made good by the CGHIDB at the expense of developer, to be adjusted from the security deposit for Defects Liability Period of CLP available with the CGHIDB. Any delay or inconvenience caused by this delay in carrying out repairs/ Defect Removal will be assessed by Nodal Officer and penalties not exceeding Rs. 1,00,000/- (Rupees One Lac Only) per month may be imposed off during a period of non-compliances. Either full or balance of Security Deposit for Defects Liability Period of CLP will be released by CGHIDB at the end of defects liability period on presentation of "no claim" by developer duly certified by the Nodal Officer.
- (iii) The developer, his agent, workers and representative are required individually to be in possession of an identity card or pass to be obtained from CGHIDB . The identity card or pass will be examined by the security staff at the time of entry into or exit from the restricted areas and also at a time or number of times inside the restricted area
- (iv) The developer or his representative of at least Manager/ Engineer level shall meet with CHGB nominated officer once a day and attend the office whenever called by him.
- (v) If any item has manufacturing defects, developer shall replace the same at his own cost. If it is damaged by any other means, the fixtures/ fittings shall be provided by the department, and the same shall be installed by developer at his own cost.
- (vi) The Developer shall get tested every six months the firefighting system to ensure its suitability and functionality.
- (vii) If any defects are observed in the water proofing and anti-termite treatment works of the CLP and Assets, they should be rectified immediately by the developer.
- (viii) The rectification/remedial works of the defects shall be carried out at Developers Own Cost, in compliance with the requirement of the Technical Specifications and Approved



Drawings and Plans or as directed by the Nodal Officer and shall be carried out in compliance with the provisions of Chhattisgarh Bhumi Vikas Rules 1984 applicable Development Plan and any amendments thereto or any other requisite government regulations as applicable,

- (ix) Materials to be incorporated in the rectification/remedial works shall be arranged by the developer and shall be in accordance with the Technical Specification and bearing ISI certification Mark only unless otherwise specified or allowed in writing by the Nodal Officer.

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## Schedule D – PAYMENT SCHDULE

1. The Developer is required to pay the Premium for the "Development rights on License basis " on CLP in accordance with terms and conditions of this Agreement.
  - a. The selected developer has to carry out the construction & development works mentioned in RFP. The work executed by the developer shall be evaluated periodically on the lumpsum basis. This shall be treated as kind payment towards the accepted/Quoted premium. (It is based on the estimated Cost of Government Facilities mentioned in the **Schedule B Annexure 6** as Construction, Development, Handover & Transfer of the completed Government Facilities by Hand over and Transfer Date as per the Terms and Conditions of this Agreement and the partly as cost of land in monetary terms)
  - b. Partly in Monetary terms as Monetary Payments of Premium per the Payment Schedule below.

Milestones for payment of Monetary terms of Premium to CGHIDB and completion for Redevelopment Project on CLP		
Plan 1 - Full Payment in one instalment	Plan 2 - Payment in Monetary terms (five instalments)	Completion Milestone – Redevelopment Project
100% with adjustment of already paid Bid Security amount- Within 45 days of issuance of LOA	(1) First Instalment: 05% as pre-condition for execution of the agreement.	All approvals – within 06 months from Appointed Date
	(2) Second Instalment: 20% within 02 months from Appointed Date <b>(Total – 25%)</b>	<b>20%</b> area as per MDO or approved layout whichever is higher - within 12 months from Appointed Date
	(3) Third Instalment: 25% Within 06 months from Appointed Date <b>(Total – 50%)</b>	<b>40%</b> area as per MDO or approved layout whichever is higher - within 18 months from Appointed Date
	(4) Fourth Instalment: 25% Within 12 months from Appointed Date <b>(Total – 75%)</b>	<b>60%</b> area as per MDO or approved layout whichever is higher - within 24 months from Appointed Date
	(5) Fifth Instalment: 25% Within 18 months from Appointed Date <b>(Total – 100%)</b>	<b>80%</b> area as per MDO or approved layout whichever is higher - within 30 months from Appointed Date
		<b>100%</b> area as per MDO or approved layout whichever is higher - within 36 months from Appointed Date

2. The Developer has paid First Instalment of Monetary payments of Premium (5% of the Premium) as a **pre-condition** to **Signing of this License Agreement**.
3. The Developer is required to pay the balance Payments of Premium in the shape of construction of government facilities mentioned in this RFP, except the last monetary installment.
4. The last and final instalment of the monetary payments of premium will be evaluated and paid within 18 months of Appointed Date or extension, if any.

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## Schedule E – APPLICABLE PERMITS

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

Sr.	Name of Clearance	Brief Description
1	Land Use Certificate	Required to determine the permissible land use
2	Planning Permission	A formal planning permission would be issued by T&CP
3	Development Permission	Required
4	Building Permission	In order to start building construction activity: building plans are to be approved by Municipal Corporation.
5	RERA Permission	Required to launch the redevelopment project.
5	EIA Clearance Required From G.O.I. if Applicable	Environmental clearance required from Government of India
6	High Rise Clearance including Fire NOC if Applicable	Complete detailed drawings are to be submitted including drawing related to all services (firefighting, STP, Electrical, etc.).

2. CGHIDB shall facilitate Developer in obtaining all the applicable sanctions / approvals / clearances / permits for the Government Facilities and Assets /Development Works on CLP.
3. CGHIDB shall pay for all the statutory fees required for obtaining all the applicable sanctions / approvals / clearances / permits for the Government Facilities and Assets only.

## Schedule F – FORMAT FOR PERFORMANCE SECURITY

Performance Guarantee No:[ ] To:

Executive Engineer

Chhattisgarh Housing and Infrastructure Development Board, Circle - .....

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

WHEREAS

- A. By Letter of Acceptance dated [ ] issued to-----  
----- [name of successful bidder/developer]  
a company incorporated under the Companies Act, 2013 has qualified as the Selected Bidder (Hereinafter, and for the purpose of this Performance Guarantee, referred to as “Selected Bidder/Developer”) under the RFP dated for Selection of Developer for (Insert project title) under Redevelopment Scheme of GoCG”.
- B. Under the Acknowledgement of Letter of Acceptance dated [ ] and the RFP dated \_\_\_\_\_, the Developer is, to provide a Performance Security in the form of bank guarantee to CGHIDB to the tune of ten percent (5%) of the Quoted Premium for the Project which shall be an aggregate sum of Rs. \_\_\_\_\_/-(Rupees ), guaranteeing the due performance of its obligations.
- C. By an agreement (hereinafter "**License Agreement**") dated \_\_\_\_\_ between you, CGHIDB and Selected Bidder/Developer, which expression shall include its successors and permitted assigns), you have granted a License to the Developer for undertaking the responsibilities as per the License Agreement for **(insert project title)**
- D. The said License Agreement requires the Developer to procure and deliver to CGHIDB a performance security in the form of Bank Guarantee for the due performance of its obligations under the License Agreement.
- E. The Developer has approached us, \_\_\_\_\_**[name and address of Bank]** (hereinafter "**Guarantor**"), for issuance of such bank guarantee and we have agreed to give such guarantee as hereinafter appearing.

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

1. 'Upon receipt by the Guarantor of a written demand or demands from CGHIDB stating that an Developer's Event of Default has occurred prior to the termination of the License Agreement (a "**Demand**" or "**Demands**") complying with the provisions of paragraphs 2, 3 and 4 of this Bank Guarantee from time to time or at any time, the Guarantor shall, without any proof or conditions and without demur, reservation,

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

2. The value of the Bank Guarantee Amount shall be from the date hereof an amount equivalent \_\_\_\_\_ to Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only') (The **“Bank Guarantee Amount”**),
3. CGHIDB may make an unlimited number of Demands, in writing, under this Bank guarantee. The value of this Bank Guarantee shall stand reduced to the extent of the amount paid by the Guarantor upon receipt of a written demand for payment by GoCG /CGHIDB
4. The Guarantor shall make payment hereunder against receipt of a written Demand made in accordance with paragraphs 1, 2, and 3 above without further proof or document and notwithstanding any dispute by [ • ] and such a Demand will be conclusive evidence of the Guarantor's liability to pay CGHIDB and of the amount or amounts which the Guarantor is liable to pay to GoCG /CGHIDB
5. The Guarantor's obligations hereunder in respect of the sum or sums claimed under this Guarantee are primary, independent and absolute and not by way of surety only and the Guarantor shall not be entitled as against CGHIDB to delay payment.
6. This Bank Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and shall remain in force and effect until the expiry of **project duration** from the Commencement Date or such extended period under the License Agreement or the date of receipt by the Bank of a letter signed by CGHIDB that the License Agreement has been terminated and the obligations of the Bank; under the Guarantee stand discharged (hereinafter the **"Bank Guarantee Expiry Date"**). The Guarantor shall entertain and pay all claims received by it up to a period of **three (3) months** from the Bank Guarantee Expiry Date.
7. Any waivers, extensions of time or other forbearance given or variations required under the License Agreement or any invalidity, unenforceability or illegality of the whole or any part of the License Agreement or rights, of any party thereto, or amendment or other modification of the License Agreement or any other fact, circumstance, provision of statute or law which might, where the Guarantor's liability to be secondary and not primary, entitle the Guarantor to be released in whole or in part from the Guarantor's undertaking, shall not in any way release the Guarantor from its obligations under this Bank Guarantee.

8. The Guarantor shall not be in any way released or discharged from any liability hereunder by (ie insolvency, winding up, re-organisation, amalgamation or liquidation of the Developer including any appointment of a receiver, administrator, administrative receiver or supervisor of the Developer or any of its assets) nor any dispute or disagreement whatsoever under the License Agreement between CGHIDB and the Developer or any other person, or any disclaimer of the License Agreement by the Developer or any liquidator or any other person and the obligations of the Guarantor hereunder shall be continuing and shall remain in full force and effect until the expiry of this Bank Guarantee.
9. Each Demand or other notice given hereunder by CGHIDB shall be executed in writing by CGHIDB or its authorized representatives. For the purposes of this Bank Guarantee, CGHIDB authorized representatives shall include CGHIDB officers staff personnel and such other persons as may be designated as CGHIDB authorized representatives by notice to the Guarantor.
10. References herein to CGHIDB shall be construed so as to include any successors or permitted assigns or any such person in accordance with their respective interests. References in this Bank Guarantee to any person shall be construed so as to include it and any subsequent successors in accordance with their respective interests.
11. Any reference in this Bank Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or notated from time to time.
12. The benefits of this Bank Guarantee may not be assigned by the Guarantor. The benefits of this Bank Guarantee may however be assigned in full by CGHIDB to Lenders  
[being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project for the construction and development of the Project including guarantees, risk participation facility, take-out facility and other forms of credit enhancement] and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by CGHIDB to meet or contribute to the cost of such project] but may not otherwise be transferred or assigned without the prior written consent of\_ (name and Address of Issuing Bank), which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee.
13. Any demand, notice or other communication given in connection with or required by this Bank Guarantee shall be made in writing (entirely in the English language) and subject to **paragraph 14** shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to:



\_\_\_\_\_[The Developer]:

\_\_\_\_\_[Guarantor] at

[address and fax no.] Marked for the attention of the [\_\_\_\_\_] Or such other address as may be notified in writing from time to time.

14. Any such demand, notice or communication shall be deemed to have been duly served:

(a) if delivered by hand, duly acknowledged.

(b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

15. This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the courts of city for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee and for the purposes of enforcement under this Bank Guarantee.

**IN WITNESS HEREOF** this Bank Guarantee has been duly executed by the Guarantor on this [\_\_\_\_\_] day of [\_\_\_\_\_] 2023.

[Signed \_\_\_\_\_ by \_\_\_\_\_]  
)

.....

for and on behalf of ) .....

the Guarantor ) .....

Dated: ) .....

Witnessed by: ) .....

Dated: ) .....

Witnessed by: ) .....

Dated: ) .....

## Schedule G – FORMAT FOR VESTING CERTIFICATE

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
at.....

AGREED, ACCEPTED AND SIGNED  
AND DELIVERED

For and on behalf of  
of

DEVELOPER by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

SIGNED, SEALED

For and on behalf

CGHIDB :

(Signature)

(Name)

(Designation)

(Address)

2.