



Addendum No. I

**Project: DEVELOPMENT OF HMDA’s CENTRAL OFFICE BUILDING AT HITEX, ON JOINT DEVELOPMENT BASIS, ON PPP
MODE**

S. No	Clause No & Section	As provided in the Document	Modified as
1.	III. –Bid process Schedule (Page no. 3)	Bid Due Date: 16-8-2010, 3.00 pm	Bid Due Date: 10-9-2010 , 3.00 pm
2.	IV.(cc) of EOI-cum-RFP ¹ document	<p>“Gross Revenues” means the total receipts through sale or lease or license or other use of developed / constructed area on the Developer’s Share. It specifically excludes refundable advances/deposits, and the amounts received from customers towards payment of stamp duty, registration fee and other fees, taxes, duties, levies. Gross Revenues shall be in the nature of such receipts as are normally acceptable under Good Industry Practices in the real estate industry in India.</p>	<p>“Gross Revenues” means the total receipts through sale or lease or license or other use of developed / constructed area on the Developer’s Share. It specifically excludes refundable advances/deposits, and the amounts received from customers towards payment of stamp duty, registration fee, fee received for providing operation and maintenance services, deposits received towards corpus fund for maintenance, and other fees, taxes, duties, levies. Gross Revenues shall be in the nature of such receipts as are normally acceptable under Good Industry Practices in the real estate industry in India.</p>
3.	IV. (nn) of EOI-cum-RFP document &	<p>“Operation and Maintenance Services” means services to be provided by the Developer in relation to operation and maintenance of HMDA’s Share, including in relation to operation and maintenance of the building, common areas, landscape, structures, parking lots/spaces, fire-fighting and</p>	<p>“Operation and Maintenance Services” means services to be provided by the Developer in relation to operation and maintenance of HMDA’s Share, including in relation to operation and maintenance of the building, common areas, landscape, structures, parking lots/spaces, fire-fighting and other systems and</p>

¹ Expression of Interest-cum-Request for Proposal



	Clause 1.1 (oo) of Draft DA	other systems and facilities.	facilities. The term ‘Operation and Maintenance Services’ specifically excludes housekeeping services required for maintaining the interiors of HMDA’s Central Office Building.
4.	Clause 8.11 of Draft DA ²	The Developer shall, during the Operation and Maintenance Period, provide Operation and Maintenance Services in relation to HMDA’s Share, at its own cost, as per Good Industry Practices and in conformity with the Applicable Laws and Applicable Permits. The Developer shall ensure that high quality and standards at par with international standards are maintained in relation to Operation and Maintenance Services such that HMDA’s Share is maintained in an excellent state, perfect operating condition, repair and sanitation.	The Developer shall, during the Operation and Maintenance Period, provide Operation and Maintenance Services in relation to HMDA’s Share, at its own cost, as per Good Industry Practices and in conformity with the Applicable Laws and Applicable Permits. The Developer shall ensure that high quality and standards at par with international standards are maintained in relation to Operation and Maintenance Services such that HMDA’s Share is maintained in an excellent state, perfect operating condition, repair and sanitation. Provided however, the utility and consumption charges relating to such Operation and Maintenance Services shall be borne by HMDA.
5.	IV. y) of EOI-cum-RFP document and 1.1 (u) of Draft DA	“ Financial Closure ” means the closure of the entire finances required for construction and development of the Project in accordance with this Agreement. Financial Closure is deemed to be achieved on the earlier of the following dates (i) the date on which the Financing Documents are executed, all conditions precedent under such Financing Documents are duly fulfilled and the Developer is entitled there under to drawdown the entire funding required for construction and development of the Project in accordance with this Agreement, or (ii) the date on which the Developer receives the entire funding required for construction and development of the Project in accordance with this Agreement by way of equity infusion by its shareholders.	“ Financial Closure ” means the closure of the entire finances required for construction and development of the Project in accordance with this Agreement. Financial Closure is deemed to be achieved on the earlier of the following dates (i) the date on which the Financing Documents are executed, all conditions precedent under such Financing Documents are duly fulfilled and the Developer is entitled there under to drawdown the first tranche of the funding required for construction and development of the Project in accordance with this Agreement, or (ii) the date on which the Developer receives the entire funding required for construction and development of the Project in accordance with this Agreement by way of equity infusion by its shareholders.

² Development Agreement

<p>6.</p>	<p>Clause 8.5 of Draft DA & 9.1 .(c) of Draft DA</p>	<p>The Developer shall be obligated to achieve Financial Closure within a period of 120 (one hundred and eighty) days from the Execution Date.</p> <p>To achieve Financial Closure within a period of 120 (one hundred and eighty) days from the Execution Date;</p>	<p>The Developer shall be obligated to achieve Financial Closure within a period of 120 (one hundred and twenty) days from the Execution Date.</p> <p>To achieve Financial Closure within a period of 120 (one hundred and twenty) days from the Execution Date;</p>
<p>7.</p>	<p>IV. (x) of EOI-cum-RFP document & Clause 1.1 (t) of Draft DA</p>	<p>Final Completion:(b) activities of works pertaining to final testing and commissioning of all the utility systems and equipments on completion of interior works, in relation to HMDA's Central Office Building and the Additional Car Parks, including completion of repairs and remedial works notified by the Independent Engineer in the punch list, in conformity with the design parameters and specifications.</p>	<p>The following shall be added at the end of IV. (x) and Clause 1.1(t) of the Development Agreement:</p> <p>“Notwithstanding any provision to the contrary, the activities specified in ‘t(b)’ above shall be deemed to have been completed in all respects upon the expiry of a period of 6 (six) months from the date of obtaining of the Occupancy Certificate and all other Applicable Permits as may be required for occupancy of HMDA’s Central Office Building and the Additional Car Parks, provided completion of repairs and remedial works notified by the Independent Engineer in the punch list in conformity with the design parameters and Specifications has been achieved by such date.”</p>
<p>8.</p>	<p>Clause No. 3.1.6 of EOI-cum-RFP document</p>	<p>HMDA shall appoint a consulting engineering firm or body corporate (the “Independent Engineer”) to monitor the implementation of the Project and undertake and perform the duties, work, services and activities required of it under the Development Agreement. The remuneration, cost and expenses of the Independent Engineer shall be paid to the Independent Engineer by HMDA, and the same shall be borne equally by HMDA and the Developer.</p>	<p>HMDA shall appoint a consulting engineering firm or body corporate (the “Independent Engineer”) to monitor the implementation of the Project and undertake and perform the duties, work, services and activities required of it under the Development Agreement. The remuneration, cost and expenses of the Independent Engineer shall be paid to the Independent Engineer by HMDA, and the same shall be borne equally by HMDA and the Developer. Scope of work for the Independent Engineer is annexed as Schedule B7.</p>

9.	Page No. 62	<table border="1"> <tr> <td>Schedule A</td> <td>A1:Contour Map (Soft copy)</td> </tr> <tr> <td></td> <td>A2: Location Sketch</td> </tr> <tr> <td></td> <td>A3: Site Plan(Soft copy)</td> </tr> <tr> <td>Schedule B</td> <td>Technical and Development Guidelines</td> </tr> <tr> <td></td> <td>B1: HMDA's Central Office Building - Outline of Scope Of Work</td> </tr> <tr> <td></td> <td>B2: HMDA's Central Office Building - Basic Parameters for Design</td> </tr> <tr> <td></td> <td>B3: HMDA's Central Office Building - Finishing Schedule</td> </tr> <tr> <td></td> <td>B4: Permissions to be obtained from Statutory Authorities</td> </tr> <tr> <td></td> <td>B5: HMDA's Central Office Building - Green & Sustainable Complex – Compliance as a basic minimum</td> </tr> <tr> <td></td> <td>B6: Project Milestones</td> </tr> <tr> <td>Schedule C</td> <td>Draft of Development Agreement</td> </tr> </table>	Schedule A	A1:Contour Map (Soft copy)		A2: Location Sketch		A3: Site Plan(Soft copy)	Schedule B	Technical and Development Guidelines		B1: HMDA's Central Office Building - Outline of Scope Of Work		B2: HMDA's Central Office Building - Basic Parameters for Design		B3: HMDA's Central Office Building - Finishing Schedule		B4: Permissions to be obtained from Statutory Authorities		B5: HMDA's Central Office Building - Green & Sustainable Complex – Compliance as a basic minimum		B6: Project Milestones	Schedule C	Draft of Development Agreement	<table border="1"> <tr> <td>Schedule A</td> <td>A1:Contour Map (Soft copy)</td> </tr> <tr> <td></td> <td>A2: Location Sketch</td> </tr> <tr> <td></td> <td>A3: Site Plan(Soft copy)</td> </tr> <tr> <td>Schedule B</td> <td>Technical and Development Guidelines</td> </tr> <tr> <td></td> <td>B1: HMDA's Central Office Building - Outline of Scope Of Work</td> </tr> <tr> <td></td> <td>B2: HMDA's Central Office Building - Basic Parameters for Design</td> </tr> <tr> <td></td> <td>B3: HMDA's Central Office Building - Finishing Schedule</td> </tr> <tr> <td></td> <td>B4: Permissions to be obtained from Statutory Authorities</td> </tr> <tr> <td></td> <td>B5: HMDA's Central Office Building - Green & Sustainable Complex – Compliance as a basic minimum</td> </tr> <tr> <td></td> <td>B6: Project Milestones</td> </tr> <tr> <td></td> <td>B7: Scope of Independent Engineer</td> </tr> <tr> <td>Schedule C</td> <td>Draft of Development Agreement</td> </tr> </table>	Schedule A	A1:Contour Map (Soft copy)		A2: Location Sketch		A3: Site Plan(Soft copy)	Schedule B	Technical and Development Guidelines		B1: HMDA's Central Office Building - Outline of Scope Of Work		B2: HMDA's Central Office Building - Basic Parameters for Design		B3: HMDA's Central Office Building - Finishing Schedule		B4: Permissions to be obtained from Statutory Authorities		B5: HMDA's Central Office Building - Green & Sustainable Complex – Compliance as a basic minimum		B6: Project Milestones		B7: Scope of Independent Engineer	Schedule C	Draft of Development Agreement
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10.	Page No. 77		Addition of pages 77a, 77b and 77c after Page 77 which are enclosed with this addendum.																																														
11.	Schedule B2, Clause \$11.Pt.1 of EOI-cum-RFP document	<p>Orientation of the Building</p> <p>The building shall be laid out and designed on the basis of sun path and wind direction</p>	<p>Schedule B2, Clause \$11.Pt.1 shall be modified as follows;</p> <p>The orientation of the building should be preferably laid out to tap maximum day light & natural ventilation in line with the Environmental Building Guidelines of HMDA.</p>																																														
12.	Schedule B2, Clause \$13 of EOI-cum-RFP	<p>Atrium</p> <p>The depth of courtyard shall be at least 50% of the building</p>	Deleted.																																														

	document	depth as per G.O. 86	
13.	Clauses 1.3.1.1 of EOI-cum-RFP document & Clause 5.2.4 of EOI-cum-RFP document	Bidder should be in existence for a minimum period of 5 years Financial capacity	The following shall be added as Clause 5.2.4.3 of the EOI-cum-RFP: “The Eligibility criteria specified in Clause 1.3.1.1 (Existence and Operation for a minimum period five years) and/or Clause 5.2.4 (Financial Capacity) may be demonstrated by the Bidder either on its own or through its Associate, provided that such Associate furnishes a legally binding unconditional and irrevocable undertaking in favour of HMDA to the extent that such Associate will be jointly and severally responsible and liable for fulfillment of the obligations of the Bidder and the Developer (when incorporated) under this EOI-cum-RFP and the Development Agreement.”
14.	Clause 1.3.2 (A) & 5.2.3 (A) of EOI-cum-RFP document	A. Experience as developer and /or construction contractor in IT/ITES related real estate development: • The Bidder should have completed developments related to IT/ITES totaling at least 15 Lakh Sq Ft of Built-up area in the last ten years • The Bidder should have completed at least one single project/building related to IT/ITES having a Built-up area of at least 5 Lakh Sq.ft in the last ten years	The Bidder should have completed developments related to IT/ITES / Residential/Commercial totaling at least 15 Lakh Sq Ft of Built-up area in the last ten years The Bidder should have completed at least one single project/building related to IT/ITES/ Residential/Commercial having a Built-up area of at least 5 Lakh Sq.ft in the last ten years
15.	Clause 8.12 of Draft DA	Upon completion of the Operation and Maintenance Period, the Developer shall (a) handover such quantity of spares to HMDA as shall be sufficient for the operation and	Upon completion of the Operation and Maintenance Period, the Developer shall (a) handover such quantity of spares to HMDA as



		<p>maintenance of HMDA's Share for a further period of 2 (two) years. HMDA shall be entitled to require the Developer to supply additional spares in the event HMDA determines that the quantity of spares sought to be supplied by the Developer are not adequate for operation and maintenance of HMDA's Share for a further period of 2 (two) years, and (b) assist HMDA in appointing a management / service contractor for providing operation and maintenance services.</p>	<p>shall be sufficient for the operation and maintenance of HMDA's Share for a further period of 1 (one) year. HMDA shall be entitled to require the Developer to supply additional spares in the event HMDA determines that the quantity of spares sought to be supplied by the Developer are not adequate for operation and maintenance of HMDA's Share for a further period of 1 (one) year, and (b) assist HMDA in appointing a management / service contractor for providing operation and maintenance services.</p>
16.	<p>Clause 1.3.2 (B) & 5.2.3 (C) of EOI-cum-RFP document</p>	<p>Experience as a Joint Venture partner in Public Private Partnership (PPP) project:</p> <p>The Bidder should have successfully developed at least one large PPP project having a minimum Built-up area of 2,00,000 Sq.ft such as exhibition/convention centre or IT/ITES offices in the last ten years, on a Joint Venture basis with the Government or its agencies, wherein the Government/Government Agency shall hold a minimum of 10% of the subscribed and paid-up equity of the project company.</p>	<p>The Bidder should have successfully developed at least one large PPP project having a minimum Built-up area of 2,00,000 Sq.ft such as IT/ITES/ Residential/Commercial in the last ten years, on a Joint Venture basis with the Government or its agencies, wherein the Government/Government Agency shall hold a minimum of 10% of the subscribed and paid-up equity of the project company.</p>
17.	<p>New Clause 2.9 of Draft DA</p>		<p>The following to be added as new clause 2.9:</p> <p>“HMDA hereby grants a license to the Developer to enter upon the Project Site solely for the purpose of implementing the Project as contemplated in this Agreement. Such license to enter upon the Project Site shall not in any manner be construed as delivery of possession by HMDA under Section 53-A of the Transfer of Property Act or under Section 2(47) (iv) of the Income Tax Act, 1961.”</p>

<p>18.</p>	<p>Clause 11.4 (b) of Draft DA</p>	<p>The Developer shall be allowed additional time to complete the work envisaged under this Agreement equivalent to the days the Force Majeure Event continues. However, no change in commercial terms shall be allowed on account of a Force Majeure Event occurring during the Project Implementation period.</p>	<p>The following shall be added at the end of Clause 11.4 (a);</p> <p>The obligations / responsibilities of the Parties under this Agreement shall be suspended during the continuation of the Force Majeure Event. “During the period of such suspension of the obligations/responsibilities of the Parties (i) the Developer shall not be entitled to enter into agreements/contracts to transfer any portion of the Project Site and/or the Built-up Area thereon, and (ii) the obligation relating to payment of Revenue Share by the Developer to HMDA shall also be suspended. For the sake of clarity, it is hereby confirmed that the Developer shall be obligated to pay Revenue Share for the balance of the 5 (five) Accounting Years as specified in Clause 3.2 above once the Force Majeure Event ceases to exist.”</p>
<p>19.</p>	<p>Clause 2.4 of draft DA</p>	<p>The Developer hereby represents, warrants and undertakes to HMDA that (a) it will meet all Specifications set out in Annexure-1 hereto in relation to construction and development of HMDA’s Share (including HMDA’s Central Office Building) and that HMDA’s Share will be constructed and developed strictly in compliance with the Specifications, (b) the provisions of all Applicable Laws, Applicable Permits and the Project Agreements shall be complied with, in relation to implementation of the Project, (c) Good Industry Practices shall be followed in relation to the implementation of the Project. The Developer shall ensure that the structure, foundation and other aspects of HMDA’s Central Office Building are constructed in a manner such that they are adequate for construction of additional floors/space to the extent permissible under Applicable Law, on top of the structure that is constructed/developed by the Developer in terms of this Agreement.</p>	<p>The Developer hereby represents, warrants and undertakes to HMDA that (a) it will meet all Specifications set out in Annexure-1 hereto in relation to construction and development of HMDA’s Share (including HMDA’s Central Office Building) and that HMDA’s Share will be constructed and developed strictly in compliance with the Specifications, (b) the provisions of all Applicable Laws, Applicable Permits and the Project Agreements shall be complied with, in relation to implementation of the Project, (c) Good Industry Practices shall be followed in relation to the implementation of the Project. The Developer shall ensure that the structure, foundation and other aspects of HMDA’s Central Office Building are constructed in a manner such that they are adequate for construction of additional floors/space to the extent permissible under Applicable Law, on top of the structure that is constructed/developed by the Developer in terms of this Agreement. To accommodate future expansion plans of HMDA, the Developer shall accommodate and develop/construct further 300 (three hundred) car parking spaces in Developer’s Share (in open areas or in basements) as</p>

			<p>and when requested for by HMDA. Such further 300 (three hundred) car parking spaces shall be owned exclusively, wholly and absolutely by HMDA, and the Developer shall execute such documents as may be required by HMDA for transferring such further car parking spaces on an absolute basis to HMDA.</p>
<p>20.</p>	<p>Clause 1.1 (zz) of Draft DA & IV (vv) of EOI-cum-RFP document</p> <p>Clause 3.3.1 of Draft DA</p>	<p>“Provisional Completion” shall mean completion in all respects of construction and development of the warm shell of HMDA’s Central Office Building as per the Approved Detailed Project Report, Specifications and the terms and conditions of this Agreement, including testing of the high side equipments.</p> <p>The Developer shall achieve Provisional Completion of HMDA’s Share as per the time lines set out in Annexure - 2 hereto, and shall, immediately thereafter handover HMDA’s Central Office Building to HMDA to enable HMDA to carry out fit out and interior works.</p>	<p>“Provisional Completion” shall mean completion in all respects of construction and development of the warm shell of HMDA’s Central Office Building and the Additional Car Parks as per the Approved Detailed Project Report, Specifications and the terms and conditions of this Agreement, including testing of the high side equipments.</p> <p>The Developer shall achieve Provisional Completion of HMDA’s Share as per the time lines set out in Annexure - 2 hereto, and shall, immediately thereafter, transfer and handover HMDA’s Central Office Building and the Additional Car Parks together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to HMDA. The Developer shall transfer and hand over HMDA’s Central Office Building and the Additional Car Parks to HMDA in a manner acceptable to HMDA, and shall, if required by HMDA execute and register one or more transfer deeds (Sale Deed or Exchange Deed) in favour of HMDA and/or its nominees. Stamp duty and registration fee payable</p>

	<p>Clause 3.4.1 of Draft DA</p>	<p>The Developer shall achieve Final Completion as per the time lines set out in Annexure - 2 hereto, and shall, immediately thereafter, transfer and handover HMDA’s Central Office Building and the Additional Car Parks together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to HMDA. The Developer shall transfer and hand over HMDA’s Central Office Building and the Additional Car Parks to HMDA in a manner acceptable to HMDA, and shall, if required by HMDA execute and register one or more transfer deeds in favour of HMDA and/or its nominees.</p>	<p>on such transfer deeds shall be borne and paid by the Developer.</p> <p>The Developer shall achieve Final Completion as per the time lines set out in Annexure - 2 hereto. (the rest of the paragraph stands deleted)</p>
	<p>Clause 3.5.1 of Draft DA</p>	<p>Within 30 days of the Developer achieving Completion of Development of HMDA’s Share , the Co-ordination Committee shall inspect the HMDA’s Share and all documents pertaining thereto (including the construction and development on HMDA’s Share in Land) and shall, if satisfied that (a) Completion of Development of HMDA’s Share has duly occurred, (b) HMDA’s Central Office Building and the Additional Car Parks have been duly and properly transferred and handed over to HMDA, issue a “No-Objection Certificate” (the “Transfer NoC”) to the Developer certifying that the Developer is entitled to Developer’s Share, and that the Developer may, in exercise</p>	<p>Within 30 (thirty) days of the Developer achieving Provisional Completion, the Co-ordination Committee shall inspect the HMDA’s Share and all documents pertaining thereto (including the construction and development on HMDA’s Share in Land) and shall, if satisfied that (a) Provisional Completion has duly occurred, (b) HMDA’s Central Office Building and the Additional Car Parks have been duly and properly transferred and handed over to HMDA, issue a ‘No-Objection Certificate’ (the “Transfer NoC”) to the Developer certifying that the Developer is entitled to Developer’s Share, and that the</p>

	<p>Clause 3.1.8 of EOI-cum-RFP document</p> <p>Clause 3.1.9 of EOI-cum-RFP document</p>	<p>of the powers granted to it under the Power of Attorney, sell / transfer Developer’s Share in such manner as the Developer deems fit. Upon due issuance of the Transfer NoC in respect of the Project, the Developer shall, in exercise of its powers under the Power of Attorney, be entitled to sell / transfer Developer’s Share in such manner as the Developer deems fit.</p> <p>In accordance with Clause 3.5 of the Development Agreement, the Developer shall achieve Final Completion and immediately thereafter, transfer and handover HMDA’s Central Office Building and the Additional Car Parks together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to HMDA. The Developer shall transfer and hand over HMDA’s Central Office Building and the Additional Car Parks to HMDA in a manner acceptable to HMDA, and shall, if required by HMDA execute and register one or more transfer deeds in favour of HMDA and/or its nominees.</p> <p>Within 30 days of the Developer achieving Completion of Development of HMDA’s Share, the Co-ordination Committee shall inspect the HMDA’s Share in accordance with Clause 3.5 of Development Agreement, and issue a “No-Objection Certificate” (the “Transfer NoC”) to the Developer certifying that the Developer is entitled to Developer’s Share, and that the Developer may, in exercise of the powers granted to it under the Power of Attorney, sell / transfer Developer’s Share in such manner as the</p>	<p>Developer may, in exercise of the powers granted to it under the Power of Attorney, sell / transfer Developer’s Share in such manner as the Developer deems fit. Upon due issuance of the Transfer NoC in respect of the Project, the Developer shall, in exercise of its powers under the Power of Attorney, be entitled to sell / transfer Developer’s Share in such manner as the Developer deems fit.</p> <p>In accordance with Clause 3.4 of the Development Agreement, the Developer shall achieve Final Completion.</p> <p>(Rest of the paragraph stands deleted)</p> <p>Within 30 days of the Developer achieving Provisional Completion, the Co-ordination Committee shall inspect the HMDA’s Share in accordance with Clause 3.5 of Development Agreement, and issue a “No-Objection Certificate” (the “Transfer NoC”) to the Developer certifying that the Developer is entitled to Developer’s Share, and that the Developer may, in exercise of the powers granted to it under the Power of Attorney, sell / transfer Developer’s Share in such manner as the Developer deems fit. Upon due issuance of the Transfer NoC in respect of</p>
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		Developer deems fit. Upon due issuance of the Transfer NoC in respect of the Project, the Developer shall, in exercise of its powers under the Power of Attorney, be entitled to sell / transfer Developer's Share in such manner as the Developer deems fit in accordance to Clauses 3.5 and 3.6 of Development Agreement.	the Project, the Developer shall, in exercise of its powers under the Power of Attorney, be entitled to sell / transfer Developer's Share in such manner as the Developer deems fit in accordance to Clauses 3.5 and 3.6 of Development Agreement.																					
21.	Schedule B6 of EOI-cum-RFP document	<p><u>III. Milestones for completion of HMDA's Headquarters</u></p> <table border="1"> <tr> <td>1.</td> <td>Completion of Implementation of HMDA's share</td> <td>24 months from Execution Date</td> </tr> <tr> <td>2.</td> <td>Issue of provisional completion certificate</td> <td>1 month from Completion of Implementation of HMDA's share</td> </tr> <tr> <td>3.</td> <td>Issue of Final Completion Certificate</td> <td>1 year from issue of Provisional completion certificate</td> </tr> <tr> <td>4.</td> <td>Completion of Operation and Maintenance period</td> <td>2 years from issue of Final Completion certificate</td> </tr> </table>	1.	Completion of Implementation of HMDA's share	24 months from Execution Date	2.	Issue of provisional completion certificate	1 month from Completion of Implementation of HMDA's share	3.	Issue of Final Completion Certificate	1 year from issue of Provisional completion certificate	4.	Completion of Operation and Maintenance period	2 years from issue of Final Completion certificate	<p><u>III. Milestones for completion of HMDA's Central office Building</u></p> <table border="1"> <tr> <td>1.</td> <td>Provisional Completion</td> <td>24 months from Execution Date</td> </tr> <tr> <td>2.</td> <td>Final Completion (Completion of HMDA's Share)</td> <td>1 year from issue of Provisional completion certificate*</td> </tr> <tr> <td>3.</td> <td>Completion of Operation and Maintenance period</td> <td>2 years from issue of Provisional Completion certificate</td> </tr> </table> <p>*Subject to Clause 1.1(t) of Draft DA and IV (x) of EOI-cum-RFP document.</p>	1.	Provisional Completion	24 months from Execution Date	2.	Final Completion (Completion of HMDA's Share)	1 year from issue of Provisional completion certificate*	3.	Completion of Operation and Maintenance period	2 years from issue of Provisional Completion certificate
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22.	Clause 3.1.5 of EOI-cum-RFP document	The Developer shall, under the terms and conditions of the Development Agreement, implement the Project within the timelines set as per Schedule B6 including transfer and handover of HMDA's Central Office Building to HMDA along with Additional car Parks. The Developer shall achieve Completion of Development of HMDA's Share within a period of 24 months from the Execution Date, and Completion of Development of the Project within the Project Implementation Period.	The Developer shall, under the terms and conditions of the Development Agreement, implement the Project within the timelines set as per Schedule B6 including transfer and handover of HMDA's Central Office Building to HMDA along with Additional car Parks. The Developer shall achieve Completion of Development of HMDA's Share within the timelines set as per Schedule B6, and Completion of Development of the Project within the Project Implementation Period.																					



SCHEDULE B7: DUTIES OF INDEPENDENT ENGINEER

1. DPR STAGE:

A. HMDA'S OFFICE

- a. Scrutiny of the documents submitted by the Developer for the proposed project amenities
- b. Scrutinizing the drawings prepared by the Developer for the project along-with specifications to ensure their compliance to requirements of HMDA, statutory regulations and the required safety standards.
- c. Engineering & Architectural input where required to ensure that the Detailed Project Report is lucid, clear and in conformance with the Codal Guidelines to facilitate trouble free implementation.
- d. Finalization of a detailed implementation schedule for the project & preparation of an acceptance criteria.
- e. Preparation of a Quality Assurance Manual & assist the Developer in preparation of Quality Control Guidelines.
- f. Vetting & Corrections in the DPR pertaining to the contract in conformance with the stipulations in the Development Agreements.
- g. Assist the Developer in preparation of a Disaster, Safety & Environment Management Plans for the construction period of the contract.
- h. Coordination with HMDA to finalize the security requirements for incorporation in the DPR.
- i. Scrutiny of the Operation & Maintenance manuals prepared by Developer & recommend the same for approval by HMDA.

B. DEVELOPERS SHARE OF LAND:

- a. Review of Developer's proposals with regard to statutory guidelines & suggest for corrections, if any.
- b. Assist HMDA in finalizing the DPR.



2. CONSTRUCTION STAGE:

A) HMDA'S OFFICE:

- a. Review the adequacy of the geotechnical and sub-soil investigations for the structures & building works along-with the topographical survey.
- b. Review & comment for corrections for the design basis report for all the disciplines of work.
- c. Review and approve the Design and working drawings prepared for the construction of various components of the building structures & analysis for the same.
- d. To ensure the design and working drawings prepared for the construction of various components are in accordance with the minimum requirements specified in Detailed Project Report for all the utility services.
- e. Review the implementation schedule of Engineering, Design vis-à-vis the Construction programme of the Project submitted by the Developer.
- f. Review the Planning and Design of all the utilities, communication facilities, emergency relief arrangements and safety arrangements & accord approval.
- g. Review of all the architectural drawings prepared by the Developer and accord approval.
- h. Review quality assurance and quality control provisions during the design, construction and maintenance stages. Assist the Developer for preparation of a Quality Control document along-with acceptance criteria for all the engineering disciplines.
- i. Finalize along with the Developer an acceptance criteria for the equipments.
- j. Periodic inspection of works at site and review of the records maintained at site for its compliance to the design requirements, specifications, acceptance criteria and overall compliance to DPR.
- k. Submission of fortnightly reports to HMDA for compliance / remedial measures proposed for correction, if any after inspection.



1. Assist HMDA in preparation of a snag list on completion of works and inspection of the same for acceptance to facilitate HMDA issuing a provisional completion certificate.
- m. Attend, observe, review and approve testing & commissioning of all the system and recommend the same for acceptance.

B. DEVELOPER'S SHARE OF LAND:

- a. Monthly inspection to ensure that the construction is being carried out in conformity with the statutory guidelines, approved drawings and the design basis detailed in the DPR.
- b. Submitting reports to HMDA on the observations at site in the form of a compliance report.

3. POST CONSTRUCTION (HMDA OFFICE)

- a. Assist the Developer in compilation of operation & maintenance manual
- b. Prepare formats for ensuring compliance to the requirements.
- c. Assist HMDA for inspection during testing & commissioning of the complete utility systems after completion of interiors and recommending issue of final completion certificate.