

**Volume I:**

**REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR  
DEVELOPMENT OF NMC MIXED USE  
COMMERCIAL COMPLEX PROJECT ON PLOT NO. 5  
OF ORANGE CITY STREET PROJECT OF NMC AT  
NAGPUR ON  
DESIGN, BUILD, FINANCE, MAINTAIN and SALE  
MODE.**



**Project Proponent:**



**NAGPUR**  
MUNICIPAL CORPORATION

**Issued by:**

Office of the Executive Engineer  
(Project), Civil Lines, Mahanagar Palika  
Marg, Nagpur.

Telephone: 0712-254283

Email: [eeprojectnmc@gmail.com](mailto:eeprojectnmc@gmail.com)



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# **ESBTR AND AGREEMENT**



महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA  
ई-सुरक्षित बँक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

19528981147067



Bank/Branch: IBKL - 6910703/Nagpur Sadar  
Pmt Txn id : 729251707  
Pmt DtTime : 15-JUL-2023@18:31:02  
ChallanIdNo: 69103332023071551645  
District : 4601-NAGPUR

Stationery No: 19528981147067  
Print DtTime : 15-JUL-2023 18:37:11  
GRAS GRN : MH005256789202324S  
Office Name : IGR383-NGP1 HQR SUB REG  
GRN Date : 15-Jul-2023@18:31:03

StDuty Schm: 0030046401-75/STAMP DUTY

StDuty Amt : R 11,17,500/- (Rs One One, One Seven, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees

RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(g-a)(ii)--Development Agreement

Prop Mvblty: Immovable

Consideration: R 1,11,75,00,945/-

Prop Descr : 05,SOMALWADA,NAGPUR,,,NAGPUR,NAGPUR,Maharashtra,440015

Duty Payer: PAN-ABDFP7844F,PRAFULVED INFRA AND PRAFUL DESHMUKH ASSO 5 LLP

Other Party: PAN-AAALN0133B,NAGPUR MUNICIPAL CORPORATION

Bank official1 Name & Signature



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below

नितिन दोदिया/Nitin D. D.  
सहा. महाप्रबंधक/AGM/SOM  
क.कु.सं.-१०५३८६/EIN-105386

आनंद भिमटे/ANAND BHIMTE  
सहा. महाप्रबंधक/AGM/ASSET OFFICER  
ई.आई.एन.-113600/EIN-113600  
सदर शाखा, नागपुर/Sadar Branch, Nagpur.







महाराष्ट्र MAHARASHTRA

2023

NAGPUR TREASURY  
BY 306536  
14 JUL 2023  
Stamp Mean Clerk / Sr. Clerk

Development Agreement

This Development Agreement mutually agreed and entered into on this \_\_\_\_ day of July 2023 at Nagpur Municipal Corporation, Civil Lines, Nagpur.

BETWEEN

**Nagpur Municipal Corporation**, the urban local body for the city of Nagpur, duly established under and functioning as per the MMC Act, 1949 ("Act") through its Municipal Commissioner, having its office at Nagpur Municipal Corporation, Civil Lines, Mahanagar Palika Marg, Nagpur (hereinafter referred to as "NMC", which expression shall, unless excluded by or repugnant to the context or meaning thereof, mean and include its administrators, successors and assigns) OF ONE PART;

25-7-23  
2



५) मुद्रांक विक्री नोंदवही अनु. क्रमांक: 12140

२) दिनांक: 14-07-2023

३) दस्तावा प्रकार: Agreement

४) दस्त नोंदणी करणार आहेत का? होय/नाही

५) मिळकतीचे थोडक्यात वर्णन: -

६) मुद्रांक विकत घेणाऱ्याचे नाव व सही: Praful ved infra & Praful Deshmukh

७) हस्ते असल्यास त्यांचे नाव व सही: Ravi

८) दुसऱ्या पक्षकाराचे नाव: - Associates LLP -

९) मुद्रांक शुल्क रक्कम: 500

१०) दिनांक: 14-07-2023

Shamsher Ravi

For

युबोध एस. डंगरे

ज्युडिशियल नॉन ज्युडिशियल

स्टॅम्प वेंडर ला. नं. 7/96,

तहसिल कार्यालय, माजूर

कोट नं.: 4601059



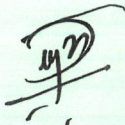
AND

PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATE 5 LLP (Partnership Firm) having its registered office at F No 501, Shrikishna Residency, Dharampeth, Nagpur Maharashtra, 440010 (hereinafter referred to as "Developer") which expression shall where context so admits be deemed to include its successor or administrators and permitted assigns or assigns) of the OTHER PART;

NMC and the Developer are hereinafter referred to individually as the "Party" and collectively as the "**Parties**".

**WHEREAS;**

1. NMC has decided to develop the Orange City Street Project at Nagpur on the stretch of starting from Wardha Road up to Jaitala, Nagpur.
2. Currently NMC proposes to develop as a component of the Orange City Street Project, a Multi Utility Shopping Mall and Office spaces, with mix use project with requisite parking at the project site at Mauza Somalwada, Khamla, Bhamti, Jaitala CTS no. 615, 225, 270, 799, Nagpur.
3. Nagpur Municipal Corporation, is desirous that the Developer Execute the work for "DESIGN, BUILD, FINANCE, OPERATE and SALE OF MULTI UTILITY SHOPPING MALL WITH OFFICE SPACES, RESIDENTIAL APARTMENTS and mix use commercial complex at plot no. 5 site Near khamla Bazaar Square NAGPUR"



To Be Continued... 3

25-2-78

4



4. NMC had carried out a competitive bidding process for the selection of a suitable developer to implement the aforesaid Project, and issued a Request for Proposal ("RFP") dated 26/12/2023 inviting proposals from the interested developers. Upon evaluation of the proposals received, NMC accepted the proposal of the Successful Bidder and issued Letter of Award ("LOA") No.10/EE/P/2023 dated 26/04/2023 to the Successful Bidder and invited to inter alia execute this Development Agreement for implementation of the Project in accordance with the RFP and Corrigenda Provisions.
5. The Developer had submitted its technical and financial bid and after due technical evaluation, NMC has accepted the Financial Bid of the Developer and the Developer has a quoted lump-sum financial offer to be shared with NMC of **Rs. 111,75,00,945/-** from the sales of various components of the aforesaid Project.
6. The said bid of the Developer has been accepted by Honorable Municipal Commissioner/Administrator, Nagpur Municipal Corporation vide its Standing Committee Resolution No 350/NMC/Administration dated 17/04/2023
7. Whereas the developer was desirous to form SPV under RFP clause no. 6.2.2 and registered his SPV named M/S PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP vide letter no. 23/EE(P) dated 22/06/2023 has requested for approval of formation and name of SPV
8. Whereas the Administrator cum Municipal Commissioner vide his order dated **28-6-2023** has accorded approval of the formation of

To Be Continued... 4



SPV for this project and granted permission to SPV to enter into this agreement with NMC for the project.

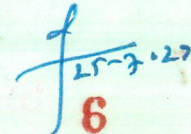
9. Whereas the M/s Prafulved Infra Private Limited & Praful Deshmukh Now M/s Prafulved Infra & Praful Deshmukh Associates 5 LLP has Submitted the Performance Bank Guarantee on 11/07/2023 amounting to RS. 5,00,00,000/- (Five Crores Only) Reference No. 0045423IPG000004 from Indian Bank Shivaji Nagar, Nagpur, Valid Till 15/05/2025 in Favour of The Commissioner Nagpur Municipal Corporation & The Developer has explicitly owned and accepted the responsibility of extension of validity of the Bank Guarantee till the existence and upto the period as specified in contract without any notice from NMC.
10. Whereas NMC and the Developer are executing this Development Agreement to award to the Developer the development and sales rights including right and obligation with regards to designing, planning, financing, construction, operations and maintenance, marketing and sales of the components of the Multi Utility Shopping Mall with Office Spaces, Residential Apartments and requisite parking of the Project and the Developer has agreed to enter into this Development Agreement for execution of the Project on DBFOS basis subject to and on the terms, conditions and covenants set forth hereinafter.

**Now this Agreement witness as follows.**

- 1) In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of



To Be Continued... 5



contract hereinafter referred to and they shall be deemed to form and be read and construed as part of Agreement.

- 2) In consideration of the payments to be made by the Developer to NMC as hereinafter mentioned, the Developer hereby covenants with NMC to follow and abide to all aspects with the provisions of the contract (Volume I to IV).
- 3) The Developer shall have to complete the Project within the stipulated time frame and maintaining the quality parameters at all times from the date of the signing of this Agreement and as stipulated in all the contract documents mentioned below.
- 4) The following shall be deemed to form and be construed as part of this agreement viz.
  - Volume I -Request for Proposal (RFP)
  - Volume II- Development Agreement
  - Volume III-Design Proposal.
  - Volume IV-Drawings
  - All corrigenda/addenda/Pre Bid Minutes/CSD etc issued from time to time
  - Technical Presentation made by the Developer to the NMC Tender Committee dated 20/10/2021.
  - Bid Signatory undertaking
  - NMC Committee accepting the Bid of the Developer
  - Letter of Acceptance
  - Bank Guarantee Letter
  - Financial Bid Opening document

To Be Continued... 6



- Plot Details
- Legal status of bidder

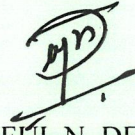
Any other documents listed in the Contract Date as forming part of the contract.

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

SIGNED SEALED AND DELIVERED

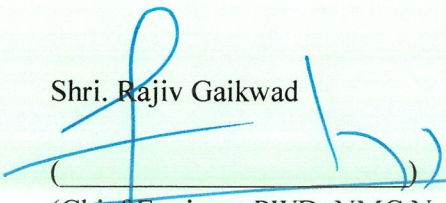
For and on behalf of NMC by:

For and on behalf of Developer by



(Shri. PRAFUL N. DESHMUKH)  
(PARTNER)

Shri. Rajiv Gaikwad

()  
(Chief Engineer PWD, NMC Nagpur)

25-7-23.

Authorized by the Resolution passed by the Governing Body of the Nagpur Municipal Corporation on \_\_ day of July, 2023.

THE COMMON SEAL OF DEVELOPER has been affixed pursuant to the resolution passed by the Board of Directors of the Developer at its meeting held on the \_\_ day of July, 2023 hereunto affixed in the presence of both, Directors, who has signed these presents in token thereof.

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# **LETTER OF ACCEPTANCE**





# NAGPUR MUNICIPAL CORPORATION

OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)

MAHANAGARPALIKA MARG, CIVIL LINES NAGPUR - 440 001

☎ 0712 - 2542831, ☎ (Fax) 2561584

No : 10/EE(P) /2023

Date : 26 /04/2023

## LETTER OF ACCEPTANCE

To

**PrafulVed Infra Pvt Ltd & Praful Narendra Deshmukh (Prop)(JV)**  
**F.No 501, Shrikrishna Residency,**  
**Dharampeth, Nagpur-440010**

**Subject:** - Letter of Award (LOA) for Selection as Developer for the Construction of Mixed use Commercial at the NMC ORANGE CITY STREET PROJECT PLOT NO 5 site at Nagpur (Near Khamala Bazaar Square ) on Design-Build-Finance- Operate and Sale (DBFOS) basis mode.

Dear Sir,

1. This is with reference to the bidding-process vide **NIT No.2022\_ NMCN\_ 828213\_2 dated 09/11/2022** conducted by Nagpur Municipal Corporation, for the selection of Developer for the construction of Mixed use Commercial Complex at the NMC ORANGE CITY STREET PROJECT **Plot No 5** site at Nagpur (Near Khamala Bazaar Square) on Design-Build- Finance operate and Sale (DBFOS) basis mode.
2. Your company i.e. M/s PrafulVed Infra Pvt Ltd & Praful Narendra Deshmukh (Prop)(JV) Hereinafter referred to as Prafulved Infra Pvt Ltd & Praful Narendra Deshmukh (Prop)(JV) had submitted its technical and financial proposal in response to the above mention bidding on the bid submission date i.e. **23/12/2022** and was found technically qualified and hence your financial proposal was opened on **28/03/2023**

Based on the evaluation of your financial proposal and in accordance with the bidding criteria of the RFP document and subsequent clarifications sought by Nagpur Municipal Corporation. we are pleased to inform you that Prafulved Infra Pvt Ltd has emerged as the H-1 bidder for the project and therefore is the Selected Bidder for the project



3. The quoted Lump-sum Financial offer to be shared by Prafulved Infra Pvt Ltd & Praful Narendra Deshmukh (Prop)(JV) with NMC from sale proceeds from the various components of the project is **Rs. 111,75,00,945/-** Accordingly the proposal was submitted to the Secretary, Nagpur Municipal Corporation on **17/04/2023** and the Administrator Cum Municipal Commissioner, Nagpur Municipal Corporation has accorded approval to your proposal vide its **Resolution No-350/NMC/Administration dated 17/04/2023** and accepted and accorded consent/ approval to the proposal of PrafulVed Infra Pvt Ltd & Praful Narendra Deshmukh (Prop)(JV) to act as the Developer for the construction of Mixed Use Commercial Complex at the NMC ORANGE CITY STREET PROJECT Plot No 5 Site at Nagpur (Near Khamala Bazaar Square) on Design- Build – Finance- Operate and Sale (DBFOS) basis mode for the quoted lump-sum financial offer to be shared by PrafulVed Infra Pvt Ltd & Praful Narendra Deshmukh (Prop)(JV) with NMC of **Rs. 111,75,00,945/-** and has selected PrafulVed as the Developer for the construction of Mixed Use Commercial Complex at the NMC ORANGE CITY STREET PROJECT Plot No 5 site at Nagpur (Near Khamala Bazaar Square) in accordance with the terms and conditions of the RFP document and its subsequent corrigenda.
4. In accordance with the approval of the Hon'ble Municipal Commissioner/Administrator, Nagpur Municipal Corporation vide its order dated **17/04/2023** has given the approval for the implementation of your proposal.
5. The selected Bidder is also required to fulfill the terms and conditions as required in the RFP document and corrigenda issued by Nagpur Municipal Corporation at the earliest. The selected Bidder and the Nagpur Municipal Corporation shall also execute a development agreement, the draft of which was issued along with the RFP document. The terms and conditions to be fulfilled immediately on issue of this letter of Award are :-
- a) Sign and return a duplicate copy of LOA to the NMC within 7 days.
  - b) Submit the **Performance Security, Rs. 5.0 Cr within 30 days of LOA**, (in the form of B.G) as per the RFP data sheet and RFP clause on 5.3
  - c) Execute the Development Agreement in accordance with the RFP document, subsequent corrigenda and sought clarifications, within 21 days of issue of this LOA.
  - d) Disburse the **upfront premium to NMC by paying minimum Rs. 2 Crores within 30 days of signing of Development Agreement i.e effective date. Balance Rs. 9.50 Cr by way of 5 equal Post-dated cheques of Rs. 1.90 Cr within 9 months from effective date.**



- e) Submit the Rs. **11,17,501/-** denomination stamp paper/ by way of Franking for execution of the Development Agreement.
  - f) The Bid Security of **Rs. 10,00,000** (Rupees Ten Lacs Only) shall be retained till you have provided the performance security in accordance with the clause 5.2.8 of the RFP & as per this letter of Award and as a pre-condition to the execution of the Development Agreement.
  - g) All the terms and conditions of the RFP document, the subsequent corrigenda and the clarifications sought shall form part of the Development Agreement to be entered into subsequently.
- 6 The selected bidder and Nagpur Municipal Corporation shall finalize and execute the Development Agreement on the fulfillment of the above mentioned clauses i.e. 6 "a" to "z"

In token of unconditional acceptance of the above mentioned terms and conditions and this LOA, we request you to give an accepted duplicate copy of this letter of award within **seven (7) days** of its issue.

**Execute Engineer (Project)**  
**Nagpur Municipal Corporation**



**(Authorized Signatory)**  
**(M/s Prafulved Infra Pvt Ltd.**  
**& Praful Narendra Deshmukh (Prop)(JV)**

**Copy submitted to :-**

1. Hon'ble Municipal Commissioner, NMC, Nagpur for information.
2. Hon'ble Chief Engineer, NMC, Nagpur
3. Hon'ble Deputy Director Town Planning , NMC. Nagpur
4. Superintending Engineer, NMC, Nagpur.
5. CAFO NMC Nagpur
6. Executive Engineer (Estate) NMC, Nagpur.
7. Architect Hafeez Contractor, Mumbai





# **BANK GUARANTEE**







महाराष्ट्र MAHARASHTRA

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BU 884961

6 JUN 2023

Stamp of the Nagpur Municipal Corporation

BANK GUARANTEE REF NO : 0045423IPG000004

Date: 11/07/2023

To  
The commissioner  
Nagpur Municipal corporation civil Lines  
Mahanagar Palika Marg Nagpur.

WHEREAS:

इन्डियन बैंक  
For INDIAN BANK

सहा. वरिष्ठ/मुख्य प्रबंधक  
Asst./Sr. Chief Manager  
नागपूर शाखा/Nagpur Branch

इन्डियन बैंक  
For INDIAN BANK

सहा. वरिष्ठ/मुख्य प्रबंधक  
Asst./Sr. Chief Manager  
नागपूर शाखा/Nagpur Branch

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१. नाव प्रकार/अनुच्छेद क्रमांक	Bank
२. दस्त नोंदणी करणार आहेत काय ?	होय/नाही
३. नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव	दुय्यक निबंधक क
४. मिल्कतीचे वर्णन -	
५. मोबदला रकम	
६. मुद्रांक विकत घेणाऱ्याचे नाव	Indian Bank
७. दुसऱ्या पक्षकाराचे नाव	
८. हस्ते असल्यास त्याचे नाव	Pranod
९. मुद्रांक सुल्लेख क्रमांक	
१०. मुद्रांक विक्रीची किंमत अथवा रक्कम	9280
११. मुद्रांक विकत घेणाऱ्याची संपत्ती	
नागवण गं. मोहाडीकर	मुद्रांक विक्रेता, ता. क्र. २५/२३ जे. नं. ३६३१०३३ जिल्हाधिकारी परिसर, न. कावळीपट्टा, नागवण शहर।

7 JUN 2023



- A. Nagpur Municipal Corporation ("NMC") as per the letter of Award dt. 26.04.2023 Whereby NMC has agreed to grant **Prafulved Infra Private Limited and Praful Narendra deshमुख** (the Developer) by the name of **SPV Prafulved Infra And Praful Deshmukh Associates 5 LLP**, the Concession for implementing the project for planning and development of commercial complex on plot 5 of OCSF at Jaiprakash Nagar, Nagpur. ("**Project**") on design build finance, operate and sales ("DBFOS") basis and will enter into a Development Agreement (Agreement) subject to and in accordance with the provision of the Development Agreement.
- B. The Agreement requires the Developer to furnish a performance security to NMC in a Sum of Rs. 5, 00, 00,000/- ("Rupees Five Crores Only) (the Bank Guarantee Amount) as security for due and faithful performance of its obligation, under and in accordance with the Agreement during for the Construction work (as defined in the Agreement).
- C. We Indian bank, a body corporate constituted under the banking companies (Acquisition and Transfer of undertaking) Act v of 1970, having its corporate office at 254-260, avvai Shanmugam salal, Royapettah, Chennai-600014 Tamilnadu and one of its branch office at 199, Cement road, Shivaji Nagar Nagpur 440010 (hereinafter called the bank which expression shall include its successors and assign.)

NOW, THEREFOR, the Bank hereby, unconditionally and irrevocably, bank guarantees ad affirms as follows.

1. The Bank here unconditionally and irrevocable bank guarantees the due and faithful performance of the Developers obligations during the Construction Works. Under in accordance with the Agreement, and agrees and undertakes to pay to NMC, upon its mere first written demand, and without any demur. Reservation, recourse, contest or protest, and without any reference to the Developer, such sum or sump up to an aggregate sum of the Bank guarantee Amount as NMC shall claim, without NMC being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

हन्ते इंडियन बैंक  
For INDIAN BANK

सहा. /वरिष्ठ/मुख्य प्रबंधक  
Asst./Sr./Chief Manager  
नागपूर शाखा/Nagpur Branch

हन्ते इंडियन बैंक  
For INDIAN BANK

सहा. /वरिष्ठ/मुख्य प्रबंधक  
Asst./Sr./Chief Manager  
नागपूर शाखा/Nagpur Branch

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2. A letter from the authorized representative of NMC that the Developer has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that NMC shall be the sole judge as to whether the Developer is in default in due and faithful performance if its obligations during the Construction Work under the Agreement and its decision that the Developer is in default shall be final and binding on the Bank, notwithstanding any differences between NMC and the Developer or any dispute between them pending before any court, tribunal, arbitrator or any other authority or of body or by the discharge of the Developer for any reason whatsoever.
3. In order to give effect to this Bank guarantee, NMC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Developer and/or the Bank whether by their absorption with any other body of corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for NMC to proceed against the Developer before presenting to the Bank its written demand under this Bank guarantee.
5. NMC shall have the liberty, without affection in any manner the liability of the Bank under this Bank guarantee to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and /or performance of all or any of the obligations of the Developer contained in the Agreement or to postpone for any time and from time to time, any of the rights and powers exercisable by NMC against the Developer, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and / or the securities available to NMC, and the Bank shall not be released from its liability and obligation under these presents by any exercise by NMC of the liberty with reference to the matters aforesaid or by reason of time being given to the Developer or any other forbearance, indulgence, act or omission on the part of NMC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors. Would but for this provision have the effect of releasing the Bank from its liability and obligation under this Bank guarantee and the Bank hereby waives all of its rights under any such law.
6. Notwithstanding anything contained in any law for the time being in force or banking practice this guarantee shall not be assignable or transferable by the beneficiary:-
  - Our liability under this bank Guarantee shall not exceed Five crore Rupees.
  - This bank guarantee shall be valid up to 15-05-2025

सुन्ते इंडियन बैंक  
For INDIAN BANK

सहा. /वरिष्ठ/मुख्य प्रबंधक  
Asst./Sr./Chief Manager  
नागपूर शाखा/Nagpur Branch

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सुन्ते इंडियन बैंक  
For INDIAN BANK

सहा. /वरिष्ठ/मुख्य प्रबंधक  
Asst./Sr./Chief Manager  
नागपूर शाखा/Nagpur Branch

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- We are liable to pay up the Bank guarantee amount only and only if we receive from you a written claim or demand no later than 12 months from the said expiry date i.e. 15-05-2025 (Expiry Date). Unless a written claim of demand under this Bank guarantee is received by us or within 12 months from the date of expiry of Bank guarantee i.e. 15-05-2026 (Claim Period Date) all your rights under this bank guarantee shall be extinguished and we shall have been from all liabilities hereunder. Irrespective of return of original guarantee.
- 7. This Bank guarantee is in addition to and not in substitution of derogation of any other bank guarantee of security now of which may hereafter be held by NMC in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Developer under the Agreement
- 8. The bank undertakes not to revoke this Bank guarantee during its currency, except with the previous express consent of NMC in writing, and declares and warrants the it has the power to issue this bank guarantee and the undersigned has full powers to do so on behalf of the bank.
- 9. Any notice by way of request, demand of otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch. which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of NMC that the envelope duly acknowledged was so posted shall be conclusive.
- 10. This Bank guarantee shall come into force with immediate effect and shall remain in force and effect for a period specified in Paragraph 8 above

Signed and sealed this 11<sup>th</sup> day of July 2023 at Nagpur.

इन्डियन बैंक  
For INDIAN BANK  
रक्षा / वरिष्ठ / मुख्य प्रबंधक  
Asst./Sr./Chief Manager  
नागपुर शाखा/Nagpur Branch

SIGNED SEALED AND DELIVERED

For and on behalf of the Bank by

For INDIAN BANK

रक्षा / वरिष्ठ / मुख्य प्रबंधक  
Asst./Sr./Chief Manager (Signature)

नागपुर शाखा/Nagpur Branch  
Designation: - Chief Manager

Code Number: 32614

Address:- 199, KAMALA BHAVAN  
Cement Road, SHIVAJI NAGAR  
Dharampeth Extension  
NAGPUR





# **BANK CONFIRMATION**





इंडियन बैंक



Indian Bank



इलाहाबाद

ALLAHABAD

NAGPUR BRANCH

NGP/2023-24/PRAFULVED INFRA

Date: 11/07/2023

THE COMMISSIONER  
NAGPUR MUNICIPAL CORPORATION  
CIVIL LINES  
MAHANAGAR PALIKA MARG  
NAGPUR

Dear Sir,

Sub:- Confirmation of Bank Guarantee No 0045423IPG0000004 dated 11/07/2023

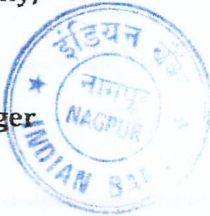
This covering letter is issued to be annexed to the issuance of letter of Guarantee No 0045423IPG0000004 dated 11/07/2023 for amount of Rs, 50000000/- (Rupees Five Crores Only) and valid upto 15/05/2025, executed on Non-Judicial Stamp Paper of Rs 500/-, issued by this Office under the joint signatures of Shri. Pradeep M, Chief Manager and Ms. Smruti Bansod, Manager.

This Guarantee is issued on behalf of our Customer M/s Prafulved Infra and Praful Deshmukh Associates 5 LLP, Flat No 501, Plot No 14A, Shrikrishna Residency, Dahake Layout, Dharampeth, Nagpur 440010.

Yours Faithfully,

Branch Manager

CC to:  
Zonal Office,  
Indian Bank,  
Nagpur







**PAPER  
ADVERTISEMENT  
AND ONLINE  
PUBLICATION OF  
THE TENDER**





Ad.No. 356/PR

महानगर नगरपालिका

दि 10/11/2022

12X13

**NAGPUR MUNICIPAL CORPORATION**  
NOTICE INVITING TENDER (2ND CALL)

**Name of Work :-** "Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) model." NMC has decided to develop the Orange City Street Project (Plot No 5) at Nagpur on the stretch starting from Wardha Road up to Jaitala, Nagpur.

NMC desires to implement this project on Public Private Partnership (PPP) mode through the Design Build Finance Maintain and Sale (DBFMS) model wherein the prospective developer shall undertake the Designing, Financing, Construction, Maintenance and sales of the entire project.

NMC is therefore inviting proposals from established Infrastructure Development to be appointed as a Developer with Sales Rights for this prestigious project.

**Bidding Process Time lines:-**

The detailed RFP Document and other details are available on-line on the government website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

Sr. No.	Event Description	Date
1	RFP Sale	09.11.2022 to 23.12.2022 till 5.00 pm
2	Last date of submission of written queries by prospective bidders	29.11.2022 upto 4.00 pm
3	Pre-Bid Meeting	29.11.2022 at 4.00 pm
4	NMC's response to written queries raised and issuance of corrigendum/ addenda, if any	Latest by 05.12.2022
5	RFP Application submission last date	23.12.2022 till 5.00 pm
6	RFP application opening date	26.12.2022
7	Presentation by Technically Qualified Bidders	02.01.2023
8	Financial proposal opening	Shall be intimated to the technical shortlisted bidders.
9	Earnest Money Deposit/Bid Security	Rs. 25,00,000/-
10	Tender Fees (Non-Refendable)	Rs. 25,000/-

NMC reserves the right to alter, modify any clause of the Bidding Documents including the Development Agreement and also to annul the bidding process without assigning any reason whatsoever.

Advt. No. 356/PR Date: 09/11/2022

Executive Engineer (Project)  
Nagpur Municipal Corporation, Nagpur

Ad.No. 356/PR

क-त-ब-द

**NAGPUR MUNICIPAL CORPORATION**  
NOTICE INVITING TENDER (2ND CALL)

**Name of Work :-** "Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) model." NMC has decided to develop the Orange City Street Project (Plot No 5) at Nagpur on the stretch starting from Wardha Road up to Jaitala, Nagpur.

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Advt. No. 356/PR Date: 09/11/2022

Executive Engineer (Project)  
Nagpur Municipal Corporation, Nagpur





12X13

Ad.No. 356/PR

21/11/2022

10/11/2022



# **NAGPUR MUNICIPAL CORPORATION**

## **NOTICE INVITING TENDER (2ND CALL)**

**Name of Work :-** "Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) model."

NMC has decided to develop the Orange City Street Project (Plot No 5) at Nagpur on the stretch starting from Wardha Road up to Jailala, Nagpur.

NMC desires to implement this project on Public Private Partnership (PPP) mode through the Design Build Finance Maintain and Sale (DBFMS) model wherein the prospective developer shall undertake the Designing, Financing, Construction, Maintenance and sales of the entire project.

NMC is therefore inviting proposals from established Infrastructure Development to be appointed as a Developer with Sales Rights for this prestigious project.

### **Bidding Process Timelines:-**

The detailed RFP Document and other details are available on-line on the government website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

Sr. No.	Event Description	Date
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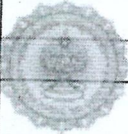
NMC reserves the right to alter, modify any clause of the Bidding Documents including the Development Agreement and also to annul the bidding process without assigning any reason whatsoever.

Adv. No. 356/PR Date: 09/11/2022

Executive Engineer (Project)  
Nagpur Municipal Corporation, Nagpur





 <b>Maharashtra</b> <b>Tenders</b>	<b>eProcurement System Government of Maharashtra</b> <b>Tender Details</b>	
	Date : 10-Nov-2022 04:12 PM	

 Print
**Basic Details**

Organisation Chain	Nagpur Municipal Corporation Nagpur  Water Works		
Tender Reference Number	01/EE(P)/2022		
Tender ID	2022_NMCN_828213_2		
Tender Type	Open Tender	Form of contract	Percentage
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

**Payment Instruments**

Online Bankers	S.No	Bank Name
	1	SBI Bank

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.rar	Technical Documents
2	Finance	.xls	BOQ

**Tender Fee Details, [Total Fee in ₹ \* - 25,000]**

Tender Fee in ₹	25,000	Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No				

**EMD Fee Details**

EMD Amount in ₹	25,00,000	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)
**Work /Item(s)**

Title	Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) model				
Work Description	Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) model				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	1,11,50,00,000	Product Category	Civil Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	1095
Location	Nagpur	Pincode	440015	Pre Bid Meeting Place	Office of the Chief Engineer, NMC, Nagpur
Pre Bid Meeting Address	Office of the Chief Engineer, NMC, Civil Lines, Nagpur	Pre Bid Meeting Date	29-Nov-2022 04:00 PM	Bid Opening Place	Office of the Executive Engineer (Project), NMC
	No		No		

20



Should Allow NDA  
TenderAllow Preferential  
Bidder**Critical Dates**

<b>Publish Date</b>	10-Nov-2022 05:00 PM	<b>Bid Opening Date</b>	26-Dec-2022 05:00 PM
<b>Document Download / Sale Start Date</b>	10-Nov-2022 05:00 PM	<b>Document Download / Sale End Date</b>	23-Dec-2022 05:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	10-Nov-2022 05:00 PM	<b>Bid Submission End Date</b>	23-Dec-2022 05:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	226.32

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP.pdf	RFP	781.51
	2	Additional Documents	VOLUME-II.pdf	VOLUME-II	714.84
	3	Additional Documents	VOLUMEIII.pdf	VOLUME-III	995.88
	4	Additional Documents	DRAWINGS.pdf	DRAWINGS	15516.22
	5	BOQ	BOQ_1474623.xls	BOQ	315.50

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	borkarnv14@gmail.com	Naresh Borkar	NARESH VASANTRAO BORKAR
2.	mtalewar.nag@gmail.com	Manoj Talewar	MANOJ HARIBHAU TALEWAR
3.	financedeptnmc@gmail.com	Nitin Sakore	NITIN UPASRAO SAKORE

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Show Bids Details</b>	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

**Tender Inviting Authority**

<b>Name</b>	Executive Engineer (Project), NMC, Nagpur
<b>Address</b>	Office of the Executive Engineer (Project), NMC, Nagpur

**Tender Creator Details**

<b>Created By</b>	Naresh Borkar
<b>Designation</b>	Executive Engineer
<b>Created Date</b>	10-Nov-2022 03:52 PM



# RFP DOCUMENT





Request for Proposal for NMC Mixed Use Commercial Complex 2022

Volume I:

**REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR  
DEVELOPMENT OF NMC MIXED USE COMMERCIAL  
COMPLEX PROJECT ON PLOT NO. 5 OF ORANGE CITY  
STREET PROJECT OF NMC AT NAGPUR ON  
DESIGN, BUILD, FINANCE, MAINTAIN and SALE MODE.**

**Project Proponent:**



**Issued by:**

**Office of the Executive Engineer (Project),  
Civil Lines, Mahanagar Palika Marg, Nagpur.**

**Telephone: 0712-254283**

**Email: eeprojectnmc@gmail.com**





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<b>Request for Proposal for NMC Mixed Use Commercial Complex</b>	<b>2022</b>
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**NOTICE INVITING REQUEST FOR PROPOSAL**

Nagpur is administered by the Nagpur Municipal Corporation (NMC), which is a democratically elected civic governing body.

NMC has decided to develop the Orange City Street Project at Nagpur on the stretch starting from Wardha Road up to Jaitala, Nagpur.

Currently NMC proposes to develop as a component of the Orange City Street Project, a Mixed Use Commercial Complex at Plot No. 5 of the Orange City Street Project along the Khamla Road.

NMC plans to implement this Project on Public Private Partnership (PPP) mode through the Design-Build-Finance-Maintain and Sale (DBFMS) model wherein the prospective developer shall undertake the Designing, Financing, Construction, Maintenance and Sales of the entire project.

The proposed plot is having area of 7534 sq. mtr of which the FSI permitted by the Town Planning Department is 2.75 as per the UDCPR 2020 and the restriction on height as approved by AAI is 46.32 meters which generally allows a building above existing ground level.

The developer has to develop the project within the above mentioned framework.

The prospective developer has to undertake its own designing & planning for the Project as per the prevalent development control rules and guidelines..

The elevational characters planned by NMC for the Project should be maintained by the prospective developer to maintain the similarity for the entire OCSP.

The characteristics of the Elevational Drawings shall be suitable to the developers planning and commensurate with the Elevational Drawings provided in the Volume III of the bidding documents. This shall be analyzed by the prospective bidders prior to submission of their application.

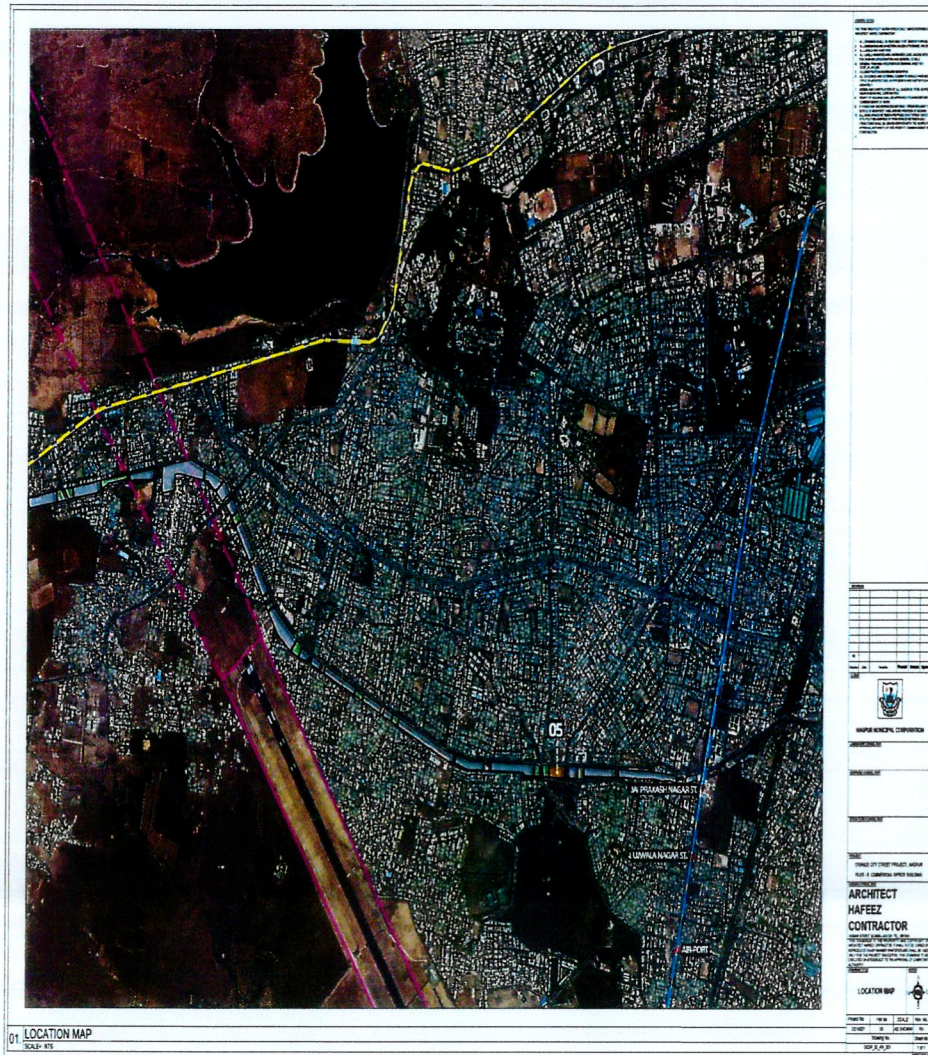
**For further details please contact:**

Office of the Executive Engineer (Project),  
Civil Lines, Mahanagar Palika Marg, Nagpur.  
Telephone: 0712-254283  
Email: eeprojectnmc@gmail.com



**Request for Proposal for NMC Mixed Use Commercial Complex** | **2022**

**Google Location of the Project Site**





## Request for Proposal for NMC Mixed Use Commercial Complex

2022

### Schedule of Bidding Process

The detailed RFP Document and other details are available on-line on the government website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)

Sr No.	Event Description	Date
1	RFP Sale	18.08.2022 to 03.10.2022 till 5.00 pm
2	Last date of submission of written queries by prospective bidders	02.09.2022
3	Pre-Bid Meeting	02.09.2022 at 4.00 pm
4	NMC's response to written queries raised and issuance of corrigendum/ addenda, if any	06.09.2022
5	RFP Application submission date	03.10.2022 till 5.00 pm
6	RFP application opening date	06.10.2022
7	Presentation by Technically Qualified Bidders	13.10.2022
8	Financial proposal opening	Shall be intimated to the technical shortlisted bidders.

### Proposal Data Sheet

Sr. No.	Key Information	Details
1.	Name of the Project	Development of the Mixed-Use Commercial Complex on DBFMS mode at Plot No. 5 of the Orange City Street Project along the Khamla Road
2.	Location of the Project	Plot No 5, Orange City Street Project, City Survey No 61. Khasra-Khamla Dist-Nagpur, Maharashtra.
3.	Name of the Authority	Nagpur Municipal Corporation
4.	Earnest Money Deposit /Bid Security	Rs 25, 00, 000/- (Rupees Twenty-Five Lacs only).
5.	Tender Fees (Non-Refundable)	Rs 25,000/- (Rupees Twenty-Five Thousand only) plus applicable GST
6.	Bidding Parameter	Maximum Lump-sum Financial Offer to be shared with NMC against the sales revenue earnings from the various components of the Project as spelt out elsewhere in this document and the Development Agreement.
7.	Performance Security	Rs 5 (Five) crores.
8.	Contact Person	Executive Engineer (Project), NMC.



## **Request for Proposal for NMC Mixed Use Commercial Complex**

**2022**

### **DISCLAIMER**

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

<b>Request for Proposal for NMC Mixed Use Commercial Complex.</b>	<b>2022</b>
-------------------------------------------------------------------	-------------

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Agency, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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



## Request for Proposal for NMC Mixed Use Commercial Complex

2022

### 1. Glossary

1. **Associate:** As defined in Clause 6.1.1c
2. **MSL:** Mean Sea Level
3. **Bid Security:** As per Proposal Data Sheet
4. **Company:** means the company acting as the Developer under the Development Agreement.
5. **Developer:** shall mean the selected bidder that executes the Development Agreement with NMC.
6. **Development Agreement:** Volume II of the Bidding Documents
7. **Conflict of Interest:** As defined in Clause 6.1.1c
8. **Consortium:** As defined in Clause 6.1.1a
9. **DBFMS:** Design, Build, Finance, Maintain and Sales
10. **Financial Capacity:** As defined in Clause 7.1.1(b)
11. **Financing Documents:** The set of documents constituting the agreement between the Developer and the Lender for the purpose of providing debt financing to this Project
12. **Government:** Govt. of India or Govt. Of Maharashtra
13. **H1 Bidder:** As defined in Clause 8.3.1
14. **Lead Member:** As defined in Clause 6.2.2 c
15. **LOA:** Letter of Award
16. **Member:** Member of a Consortium
17. **NOC:** No Objection Certificate
18. **NMC:** Nagpur Municipal Corporation
19. **Net Worth:** As defined in Clause 7.2.1

<b>Request for Proposal for NMC Mixed Use Commercial Complex</b>	<b>2022</b>
------------------------------------------------------------------	-------------

- |                                        |                                                                                                                                                                |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>20. Other Background Documents:</b> | This includes the UDCPR 2020 & its updations, State Government Gazette Notifications and any other documents if subsequently issued during the Bidding Process |
| <b>21. Performance Security:</b>       | As defined in the Volume II Development Agreement                                                                                                              |
| <b>22. PPP:</b>                        | Public Private Partnership                                                                                                                                     |
| <b>23. Project:</b>                    | means development of the Mixed Use Commercial Complex through DBFMS.                                                                                           |
| <b>24. Re. or Rs. or INR:</b>          | Indian Rupee                                                                                                                                                   |
| <b>25. RFP:</b>                        | Request for Proposal                                                                                                                                           |
| <b>26. Similar Projects:</b>           | As defined in Clause 7.1.3                                                                                                                                     |
| <b>27. Technical Capacity:</b>         | As defined in Clause 7.1.1 a                                                                                                                                   |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



### **3. INTRODUCTION**

#### **3.1 Background**

##### **3.1.1 About Nagpur City:**

- a. Nagpur is the third largest city and the winter capital of the state of Maharashtra.

It is the 13<sup>th</sup> largest city in India by population and according to an Oxford's Economics Report; Nagpur is projected to be the fifth fastest growing city in the world from 2019 to 2035 with an average growth of 8.41%.

It has been proposed as one of the Smart Cities in Maharashtra and is one of the top ten cities in India in Smart City Project execution.

Nagpur also known as the "Orange City" has officially become the greenest, safest and technologically developed city in the Maharashtra state.

As per the 2011 census, Nagpur municipality has a population of 2,405,665. The total population constitutes 1,225,405 males and 1,180,270 females.

Nagpur is an emerging metropolis. Nagpur's nominal GDP was estimated to be around Rs. 1,406,860 million in 2019–20, making it the largest economic center in entire central India.

Nagpur district has a per-capita GDP of Rs. 270,617 as of 2019-20 financial year, being the highest in the central India

- b. Nagpur is administered by the Nagpur Municipal Corporation (NMC), which is a democratically elected civic governing body.
- c. NMC has decided to develop the Orange City Street Project at Nagpur on the stretch of starting from Wardha Road up to Jaitala, Nagpur.  
The total area under development is approx. 70 Hectares. The project is divided into 21 plots having different components covering commercial, medical, housing, education projects.
- d. Currently NMC proposes to develop as a component of the Orange City Street Project, a Commercial Complex at Plot No. 5 of the Orange City Street Project along the Khamla Road.

## Request for Proposal for NMC Mixed Use Commercial Complex 2022

- e. This Project will help the people of the region i.e. the existing citizens of the region in the vicinity to have access to world class yet affordable shopping, office space, dining and recreation experience in the commercial heart of the city.
- f. NMC plans to implement the Project on Public Private Partnership (PPP) mode through the Design-Build-Finance-Maintain and Sale (DBFMS) model wherein the prospective developer shall undertake the Designing, Financing, Construction, Maintenance and Sales of the various components of the project
- g. NMC has appointed M/s Architect Hafeez Contractor as the Project Management Consultant (PMC) for the monitoring of the construction of the entire Orange Street Project including this Mixed Use Commercial Complex on Plot No. 5
- h. The prospective Bidder shall be selected under a Single Stage Two Envelope bidding process and a technically qualified bidder offering Maximum Lump-sum Financial Offer to NMC shall be the selected bidder.
- i. NMC has, thus, decided to carry out the Domestic Competitive Bidding Process for selection of an entity to whom the Project may be awarded.

### 3.1.2 Purpose of this Bidding Process:

The selected bidder(“**Developer**”)shall be responsible for the, designing, engineering, financing, procurement, construction, maintenance, marketing and sales of the various Project components under and in accordance with the provisions of a long-term joint development agreement (the “**Development Agreement**”) to be entered into between the Developer and the NMC in the form provided by NMC as part of the Bidding Documents provided hereto.

### 3.1.3 Constitution of Bidder:

A prospective bidder can be a Company under Companies Act, 1956/2013 or Partnership Firm formed under the Partnership Act 1932 or an LLP under the LLP Act 2008 or a Proprietorship firm registered under the relevant Act in India or a Government-owned entity.



## **4. SCOPE OF WORK**

### **4.1 Key Features of the Project**

- a. The Developer shall construct the Mixed Use Commercial Complex on Plot No of OCSP on a total plot area of 7534 square meters within a period of 36 (Thirty Six) months.
- b. The Developer shall have the development and sales rights on the Project for a period of 84 (eighty four) months including the construction period of 36 months from the date of signing of the Development Agreement. For any extension of time beyond the stipulated 84 months, the decision shall be solely with NMC and the decision of NMC in this regard shall be final and binding without incurring any cost or liabilities on NMC.
- c. In the event that completion of Project construction does not occur on or before a period of Thirty Six Months from the Commencement Date for any reasons attributable to Developer, NMC may allow a grace period of maximum 60 days.  
After completion of this grace period of 60 days, the matter shall be presented to the Empowered Committee of NMC and the decision regarding continuation/termination/payment of penalty by the Developer for such delay, shall be taken by the Empowered Committee after evaluating the reason/s for such delay.
- d. The construction cost as estimated by NMC and its PMC is approx. Rs. 160 Crores (Rupees One Hundred and Sixty Crores). The Project Cost is inclusive of lifts and all other peripheral development in and within the proposed land parcel. The Project Cost is only indicative and may change depending on any changes in the project designs. The Project Cost to be adopted shall be as per the Financing Agreements and approved DPR.
- e. Post signing of the Development Agreement with NMC and on issue of Commencement Certificate from NMC, the Developer can market the project and undertake the Sales of the various components of the said Project.
- f. The ownership of the project land shall vest with NMC till the construction and sales of the Project.
- g. The buyer shall be entitled to an undivided share of the Project land in proportion to the area of the Project component purchased by it and this would be incorporated in the Sale Deed/ Deed of Apartment or any such ownership document that is permitted as per law will be registered by NMC

## Request for Proposal for NMC Mixed Use Commercial Complex 2022

in the name of the buyer through the Developer. The Developer shall act as a facilitator to register the document with Registrar on behalf of NMC.

- h. The Developer shall share the details of the prospective buyers such as their Financial Strength, purpose for the purchase of the property etc with NMC before execution of the Sale Agreement.
- i. The Sale Agreement with prospective buyers shall be a tripartite agreement with NMC, Developer and the buyer as the three parties. NMC shall nominate its authorized signatory for the purpose of registration of the tri-party agreement immediately on intimation by the Developer.
- j. Ownership document to be signed by NMC with the prospective buyers can be a Sale Deed or Deed of Apartment or any other legal document which transfers the ownership of the project component to the buyer and all such documents as recognised by the prevailing law and depending on the legal implications of the same at the time of execution.
- k. The Developer can facilitate for signing of either Sale Deed or Deed of Apartment depending on its profitability but at no time shall such signing be against any prevailing law and NMC shall bear no liability in this regard.
- l. The Developer should be able to generate revenues, based on its independent risk analysis, from the commercial sale of the various components of the Mixed-Use Commercial Complex in compliance with the applicable law.
- m. The Developer would have the flexibility to develop and sell the various components of the Mixed Commercial Complex after necessary approval from NMC.
- n. NMC has planned that at-least the first four floors of the Mixed-Use Commercial Complex should be developed for commercial purposes only
- o. In case the Developer intends to lease out the facility/any portion of it to any third party, then the Developer shall need to purchase and get such portion of the facility registered in its own name by appropriate lawful mechanism before leasing out the given space. NMC shall be paid the revenue share from such sales as if it has been sold at commercial rates.



**4.2 Detailed Scope of Work of Developer:**

- a. Design the project in line with the elevational drawings issued by NMC in Volume III of the bidding documents.
- b. Appoint its own architect for the project.
- c. In case the prospective developer plans to develop the project beyond the FSI and height utilization allowed under this RFP by NMC and utilizes additional FSI and height, then such revised drawings shall be submitted and approved by NMC.
- d. Such additional utilization shall constitute Additional Development as spelt out in Development Agreement.
- e. The charges for the revision/scrutiny of designs shall be borne by the developer. The charges shall be waived off only for the first submission by the prospective developer.
- f. Undertake the Sales of the various components of the Mixed Commercial Complex and demand, collect, retain and appropriate sales revenues.
- g. Disburse to NMC the Upfront Premium and the quoted Financial Offer over and above the minimum amount as per the payment schedule described in the Development Agreement.
- h. Deploy adequate number of Staff/O&M agency for proper operation and maintenance of the Mixed Use Commercial Complex till the entire Project is handed over to the buyers" and the society is formed;
- i. To obtain the Environment Clearance for the project from the Ministry of Environment & Forest, Government of India or Government of Maharashtra, as the case maybe.
- j. In case of revision of the drawings, obtain the approval of the Town Planning Department, NMC and obtain the revised Fire NOC and pay the necessary revision charges as applicable.
- k. In case of revision of the drawings obtain the revised Airport Authority of India NOC and pay the necessary revision charges as applicable.
- l. In case the Developer intends to include Hotels, Restaurants and Hospitals/Clinics within the Project Facilities then obtaining the necessary applicable Statutory Clearances as well as approval from Town Planning/Health

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Department, NMC shall be the sole responsibility of the Developer and NMC shall incur no liability for the same.

- m. For any relaxations sought by the Developer with regard to the preparation and approval of the Construction Drawings as per the prevailing UDCPR 2020 and Town Planning Department of NMC, the decision of the Commissioner shall be final and binding. All relevant charges for obtaining such relaxations shall be borne by the Developer and NMC shall incur no liability in this regard. If any relaxation from the norms of the UDCPR 2020 /Town Planning Department is allowed and this enhances the revenue earning of the Developer, such benefits of the enhanced revenue shall be shared equally with NMC, failing which such relaxations would be cancelled.
- n. Make, or cause to be made, necessary applications to the relevant Government Agency with such particulars and details as may be required for obtaining Applicable Permits, comply with all applicable requirements, guidelines etc. laid down under the Applicable Laws and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- o. To undertake all activities for conforming to RERA compliance including maintaining the books of accounts and compulsory registration with MAHARERA.
- p. Would be responsible for attending and rectifying any Project/construction related grievances of the buyers for a period of 10 years from the date of issuance of the Occupancy Certificate by NMC.
- q. Would be responsible for attending to any grievances arising during construction as a result of changes in the structural plan of the Project for a period of 10 years from the date of issuance of the Occupancy Certificate by NMC.
- r. Plan the proposed facility as a "Green Building" with smart features and the bidder shall get it certified from relevant Indian authorities viz. IGBC/ GRIHA/ASSOCHAM etc.
- s. Provision for generation of power through use of Solar panels should be planned in the Facility.
- t. **Parking:** It is desired by NMC to have ample parking at the facility and hence it should be the endeavor of the Developer to have ample parking facility for the Project subject to the following:
  - i. The planning for the parking at the Project Site shall be strictly in consonance with the UDCPR 2020 (as modified) on the date of approval of the plans.



## **Request for Proposal for NMC Mixed Use Commercial Complex**

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- ii. As per the present planning, parking is proposed on the lower & upper basements of the proposed building. It should be the endeavour of the Developer to maximize the parking area.
  - iii. NMC desires that the Developer should plan for development of mechanical parking facilities at the Project Site.
  - iv. The Operation & Maintenance of the parking area shall be with the Developer for a period of Ten (10) years from the issuance of the Occupancy Certificate.
  - v. The Developer can charge fees/O&M charges from the buyers/society for such operation & maintenance. The Developer shall manage its cost for such O&M from the fees/O&M charges collected/own resources and NMC shall in no way be responsible for any such O&M responsibilities and costs.
- u. Advertisement:
- i. The Developer can identify and enlist the locations & spaces suitable for display of commercial advertisements in consonance with the present planning and in consultation with M/s Architect Hafeez Contractor.
  - ii. The location & spaces shall be compliant with rules and regulations prevalent at that point of time. The area and list shall be submitted and got approved from the competent authority and shall be notified to NMC.
  - iii. The right to lease and earn Advertisement Revenue from the Project shall be with the Developer for a period of Ten (10) years from the issuance of the Occupancy Certificate
- v. The sole responsibility for the payment of the maintenance charges for the Mixed Use Commercial Complex facility shall be with the Developer for a period of Ten (10) years from the issuance of the Occupancy Certificate. NMC shall not be liable to pay any maintenance charges for the Mixed Use Commercial Complex facility including the Common Areas. The Developer shall be responsible for the marketing and sales of the Project facility.

## **Request for Proposal for NMC Mixed Use Commercial Complex**

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- w. The Successful Bidder may undertake Construction Works by itself or through a notified Contractor possessing requisite technical, financial and managerial expertise / capability; but in either case, the Successful Bidder shall remain solely responsible to meet specifications mentioned under the Development agreement.
- x. The Development Agreement sets forth the detailed terms and conditions for grant of the Project to the Developer, including the scope of the Developer's obligation.
- y. The Successful Bidder shall perform and fulfill all other obligations mentioned in the Development Agreement and to undertake all other activities, works and things incidental thereto or necessary for the performance.

### **4.3 Guidelines for development at the Site:**

- a. Applicable UDCPR 2020 for the Project Site on the date of submission of plans to the authority.
- b. Floor Space Index (FSI) limits including any enhancements;
- c. Obtaining and adopting the statutory requirements including but not limited to Fire, Health, Environment, as required.
- d. Obtain approval of the designs from the ADTP, NMC, in case of any revisions in its Project Designs already approved by ADTP, NMC, it shall be the responsibility of the Developer to get such revised drawings approved from the Town Planning department of NMC.
- e. Seek NMC approval for the Project DPR and its revisions/up-dations, if any.
- f. Any other development with the prior written approval of NMC.
- g. Technical Specifications shall be minimum as per the Volume III of this bidding document and when not specifically mentioned then the prevailing specifications of PWD, Government of Maharashtra, CPWD, Government of India and Standard Codes such as Bureau of Indian Standards, other Indian Standards and good engineering practices shall prevail.
- h. Intimation of every sale shall be made to NMC by the developer immediately on finalization of terms with buyer and before receipt of first down payment from the Purchaser.



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- i. The Developer shall appoint a facility management firm to maintain and manage the proposed facility with the approval from NMC for a period of 10 years from the Occupancy Certificate, for proper operation and maintenance of the Mixed-Use Commercial Complex till the complete Project is handed over to the buyers" and a society is formed.

#### **4.4 Exclusions:**

- a. The development mix shall not include educational institutions, industrial set-ups and warehouses.
- b. The Successful Bidder cannot develop and market the Project or a portion of the Project as plotted development.

**5. Description of the Bidding Process.**

**5.1 Bidding through E-Tendering System:**

- a. Bid shall be submitted electronically /online through the Procurement Portal website [www.mahatenders.gov.in](http://www.mahatenders.gov.in). Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under NMC is published on this website. Any citizen or prospective bidder can log on to this website and view the Invitation for Bids and can view the details of works for which bids are invited. In order to submit their Bids through the Procurement Portal, Bidders are required to be enrolled/ registered on the Procurement Portal, for which purpose they are required to have enrolment/registration in the website and should have a valid digital signature certificate in the form of smart card/e- token obtained from any authorized certifying agencies. For detail information of smart card /e-token bidders shall visit link <Information About DSC> at right hand corner of Procurement Portal website [www.mahatenders.gov.in](http://www.mahatenders.gov.in).
- b. The bidder should register on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

After getting all the Volumes of the Bidding Documents, the Bidder should go through them carefully and then submit the documents as required; otherwise, its bid will be rejected.

The completed bid comprising of all requisite documents, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in this bidding document.

- c. The "Bidding Documents" includes this RFP, Development Agreement and the Design Proposal. The aforesaid documents and any corrigenda/addenda issued subsequent to this RFP Document will also form a part of the Bidding Documents.
- d. The bid application is to be submitted online in Two bid system i.e. „A“ containing Technical bid and „B“ containing Financial bid, the Financial bid shall be opened only if necessary documents are found in technical bid and after the Technical evaluation is completed.

The due date of opening of financial bid shall be communicated to the prospective Bidders or their authorized agents.



## Request for Proposal for NMC Mixed Use Commercial Complex 2022

- e. The Bidding Documents will be available online at [www.mahatenders.gov.in](http://www.mahatenders.gov.in) ("Procurement Portal"). To participate in the Bidding, Bidders will be required to pay a **non-refundable fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only) plus applicable GST** as the fees toward the cost of the Bidding Documents through the online payment gateway available on the Electronic Tendering System. For the list of options for making online payments, the bidders are advised to visit the link E-Payment Options available on the web site [mahatenders.gov.in](http://mahatenders.gov.in).

### 5.2 Bid Security

- 5.2.1 Bidders shall deposit, along with their Bid, a Bid Security of Rs. 25, 00,000/- (Rupees Twenty Five Lacs only) (the "Bid Security").

- 5.2.2 The Bid Security can be paid by:

- a. RTGS/NEFT.

Or

- b. Bank Guarantee (BG) in the favour of Executive Engineer (Project) NMC valid for 6 months from the date of submission of bids drawn from any Nationalised Bank with branch at Nagpur.

Or

- c. Term Deposit Receipt (TDR) from any Nationalised Bank with branch at Nagpur pledged in the name of Executive Engineer (Project) NMC.

The above mentioned instruments i.e. RTGS or NEFT receipt/BG/TDR should be scanned and uploaded along with Part A-Technical Bid and the original of the same shall be submitted in the office of the Executive Engineer-Project, NMC within two days after the application due date and shall not be submitted before submission of the application due date

- 5.2.3 In case of online payment of the Bid Security, the list of options for making online payments, the bidders are advised to visit the linked E-Payment Options available on the web portal [mahatenders.gov.in](http://mahatenders.gov.in) and submit a receipt generated online in scanned form along with online submission and the copy of the receipt generated online should be submitted in separate envelope with

## Request for Proposal for NMC Mixed Use Commercial Complex 2022

envelope "Technical Bid" to be submitted in hard form as per scheduled time mentioned herein at the office of NMC, Civil Lines, Nagpur.

- 5.2.4 The bid application without the Bid Security shall be summarily rejected by NMC as non-responsive.

The Bid Security in the form of exemption certificate issued by any registration authority shall not be accepted.

No relaxation of any kind on Bid Security shall be given to any Bidder. NMC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 5.2.5 The Bid Security of unsuccessful Bidders will be returned by NMC, without any interest, as promptly as possible on acceptance of the bid application of the Selected Bidder or when the Bidding Process is annulled by NMC, and in any case within 180 (One Hundred and Eighty) days from the Application Due Date.

- 5.2.6 The Selected Bidder's Bid Security will be returned, without any interest, upon the Developer signing the Development Agreement and furnishing the Performance Security by way of an irrevocable Bank Guarantee of a Nationalized Bank equivalent to Rs. 5 Crores (Rupees Five Crores) in accordance with the provisions in the Development Agreement. NMC may, at the Selected Bidder's request, allow the Selected Bidder to adjust the Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Development Agreement.

The Selected Bidder shall ensure that the validity period of the Bid Security is extended as per the requirement of the LOA/Development Agreement.

- 5.2.7 NMC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 5.2.8 herein below. The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged and confirmed that NMC will suffer loss and damage on account of withdrawal of its Application or for any other default by the Bidder during the Application Validity Period as specified in this RFP. No relaxation of any kind shall be given to any Bidder in respect of the forfeiture of the Bid Security for the purposes of this clause.

- 5.2.8 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to NMC under the Bidding Documents and/ or under the Development agreement, or otherwise, under the following conditions:



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- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 9 of this RFP;
- b. If a Bidder withdraws its Application during the Application Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and NMC;
- c. In the case of Selected Bidder, if it fails within the specified time limit –
  - i. to sign and return the duplicate copy of LOA; or
  - ii. to sign the Development agreement; or
  - iii. to furnish the Performance Security within the period prescribed thereof in the LOA.

### 5.3 Performance Security:

The Successful Bidder on or before the date of signing of the Development Agreement shall:

- a. Furnish Performance Security of Rs 5 crores (Rupees Five Crores) by way of irrevocable Bank Guarantee issued by a Nationalised Bank having branch in Nagpur in favour of NMC, as required under the Development Agreement.
- b. The Performance Security shall be applicable for a period of 84 (eighty four) months or till the subsistence of the Development Agreement, whichever is later.
- c. The Developer can submit the Bank Guarantee for one year at a time but it shall be the responsibility of the Developer to renew the same annually and NMC shall not be responsible for the same in any way. The Bank Guarantee submitted shall have a clause for claim period of additional one year as per standard practice.
- d. Failure of the Successful Bidder to submit the Bank Guarantee within the time specified shall constitute sufficient grounds for the annulment of the Letter of Award and forfeiture of the Bid Security.

In such an event, the NMC reserves the right to:

- i. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder  
OR
- ii. Call for fresh Bids  
OR

## Request for Proposal for NMC Mixed Use Commercial Complex 2022

- iii. Take any such measure as may be deemed fit in the sole discretion of NMC, including annulment of the bidding process.

### 5.4 Bidding Procedure

- a. The bidders are expected to fill their tender carefully and scrutinize the same before sending on online (<https://mahatenders.gov.in>) No variation on any grounds such as mistakes, or misunderstanding will be allowed after the tender is opened, recommended, or accepted.
- b. Bidders are advised to examine the Project site in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications together with all required documents towards award of the concession for the Project.
- c. NMC has decided to adopt an online single stage two envelope process (the "**Bidding Process**") for selection of the bidder for award of the Project. It involves:

Qualification (the "**Qualification**") of the interested parties/consortia (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) who submit a qualification application (the "**Qualification Application**") in accordance with the Annexure A - Qualification Application. Bidders meeting the Technical and Financial Capacity as set out in Clause 7.1.1 will be short-listed (the "**Technically Qualified Bidders**") and will be entitled for opening of the Financial Proposal.

- d. The bidding shall be online and the bidder shall submit online scanned copies of all documents duly self attested, specifically mentioned in Qualification Criteria.
- e. Evaluation of the financial application (the "**Financial Proposal**") of the Qualified Bidders made in accordance with **Annexure C - Financial Proposal**.
- f. The bidder shall quote its offer as the Maximum Lump-sum Financial Offer to NMC from the Sale proceeds of the various components of the Project.
- g. The Maximum Lump-sum Financial Offer to be shared with NMC must be quoted in Rs figures as well as in words as specified in the financial bid.
- h. The bidder shall also pay to NMC the Upfront Premium as indicated elsewhere in this document.
- i. The financial offer to be submitted in the financial bid format online as well as in the hard copy submission. In case of any discrepancy in the online financial bid format, the hard copy of the financial bid shall be considered as final.



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- j. The Project shall be awarded to the Bidder, who is the Technically Qualified Bidder and who has quoted the Maximum Lump-sum Financial Offer with NMC from the Sale proceeds of the various components of the NMC Commercial Complex.
- k. In addition to online submission, the bidder is required to submit the hard copy of the technical documents as specified at clause 7.4. They should also submit copy of the downloaded RFP Document in technical documents duly signed by the authorized signatory as a mark of unconditional acceptance of the terms and conditions of the RFP Document, Development Agreement, Design Proposal etc.
- l. For hard copy submission, the technical documents shall be sealed in two separate envelopes indicating the contents there in i.e. Technical and Financial.

These two envelopes should be placed in a single Envelope named as **“Proposal for NMC Mixed Use Commercial Complex on Plot No 5 of OCSP”** indicating the name of the work and name of the agency.

This hard copy of the RFP proposal is required to be submitted within two days after the online submission, in the office of Executive Engineer (Project) NMC. The hard copy should not be submitted before the online submission.

Address for submission of hard copy:

**Office of  
The Executive Engineer (Project)  
Nagpur Municipal Corporation,  
Civil Lines, Mahanagar Palika Marg, Nagpur  
Phone: 0712-254283  
E mail: eeprojectsnmc@gmail.com**

### m. Clarification

- i. Bidders requiring any clarifications to the RFP may notify the NMC in writing or by fax and e-mail to the officer designated in clause above. The envelopes/communications shall clearly bear the following identification/title: **“Queries/Request for Additional Information: RFP for Development of NMC Mixed Use Commercial Complex on Plot No 5 of OCSP”**. They should send in their queries before the date specified in the schedule of Bidding Process contained in Notice Inviting Request for Proposal. NMC shall endeavour to respond to the queries within the period specified therein. The responses shall be sent by fax and/or e-mail. NMC shall forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

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- n. NMC shall endeavour to respond to the questions raised or clarification sought by the Bidders. However, NMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMC to respond to any question or to provide any clarification.
- o. NMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the NMC shall be deemed to be part of the RFP. Verbal clarifications and information given by NMC or its employees or representatives shall not in any way or manner be binding on NMC.
- p. **Amendment of RFP and Development agreement**
  - i. At any time prior to the deadline for submission of Application, NMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the bidding documents by the issuance of revised versions of the bidding documents and/or Addendum / corrigendum. In all cases the revised version of the RFP and the Development agreement would be deemed to completely override the contents of the earlier documents.
  - ii. Any revisions thus issued shall be available on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)
  - iii. In order to afford the Bidders a reasonable time for taking a revision into account, or for any other reason, NMC may, in its sole discretion, extend the Application Due Date.
- q. Bidder will be required to deposit along with the Application a Bid Security as per the Clause 5.2.
- r. NMC shall receive Applications pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the NMC, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Notice Inviting Request for Proposal for submission of Application (the “**Application Due Date**”).
- s. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Developer set forth in the Development agreement or the NMC’s rights to amend, alter, change, supplement or clarify the scope of work, the development & sales rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the NMC.



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- t. Subsequent to this process, the Letter of Award (LoA) would be issued to the Successful Bidder by the NMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. NMC shall promptly notify other Bidders that their Financial Proposals have been unsuccessful and their Bid Security shall be returned within 60 days without interest on the signing of the Development Agreement or on issuance of the LoA to the Successful Bidder. The Successful Bidder shall have to enter into a Development Agreement within 30 (thirty) days from date of issue of the LoA.

u. **Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any corrigenda/addenda issued.

Section 1	DISCLAIMER
Section 2	GLOSSARY
Section 3	INTRODUCTION
Section 4	INSTRUCTIONS TO BIDDERS
Section 5	QUALIFICATION APPLICATION
Section 6	FINANCIAL OFFER
Section 7	FRAUD AND CORRUPT PRACTICES
Section 8	PRE-BID MEETING
Section 9	MISCELLANEOUS
	ANNEXURES

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**5.5 Preparation and Submission of Application**

**5.5.1 Language**

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

**5.5.2 Format and signing of Application**

- a. The Bidder shall provide all the information sought under this RFP. NMC shall evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- b. The Bidder shall prepare the Application as specified in this Clause 5.5.
- c. The Technical Documents as specified at Clause 7.4 shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers serially and shall be bound together in hard cover.
- d. There shall be no overwriting or corrections while filling the Application. Overwriting or corrections shall make the offer null and void



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### **5.5.3 Submission of Applications**

- a. The Bidder shall submit the Application as stipulated below
- b. The documents as specified at clause 7.4.1 shall be uploaded duly signed by the authorized signatory.
- c. The Technical Documents as specified at clause 7.4.2 shall be submitted in hard copy at the office of NMC as specified at clause 5.4 l.
- d. The Financial Proposal shall be submitted online in the format provided therein as well as in the hard copy. Any tampering with the online format shall make the proposal disqualified.
- e. Envelope containing the Proposal for NMC Mixed Use Commercial Complex shall be submitted at the below mentioned location within two days after the online submission time and shall not be submitted before submission of the online bid:

**Office of  
The Executive Engineer (Project)  
Nagpur Municipal Corporation,  
Civil Lines, Mahanagar Palika Marg, Nagpur  
Phone: 0712-254283  
E mail: eeprojectsnmc@gmail.com**

- f. If the envelope is not sealed and marked as instructed above, NMC assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Bidder.
- g. Applications submitted by fax, telegram or e-mail shall not be entertained and shall be rejected.

### **5.5.4 Application Due Date**

- a. Applications should be submitted as per the schedule mentioned in the Notice Inviting Request for Proposal on the Application Due Date in the manner and form as detailed in this RFP.
- b. NMC may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Bidders.

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### **5.5.5 Late Applications**

Applications received by NMC after the specified time on the Application Due Date shall not be accepted for whatsoever reasons.

### **5.5.6 Modifications/ substitution/ withdrawal of Applications**

- a. The Bidder may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by NMC prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Bidder on or after the Application Due Date.
- b. Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by NMC, shall be disregarded.

### **5.6. Evaluation Process**

#### **5.6.1 Opening and Evaluation of Applications**

- a. NMC shall open the Applications as per schedule specified in the Notice Inviting Request for Proposal, at the venue specified in Clause 5.5.3 and in the presence of the Bidders who choose to attend.
- b. Applications for which a notice of withdrawal has been submitted in accordance with the provisions set out in this RFP shall not be opened.
- c. NMC will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- d. Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of NMC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- e. Any information contained in the Application shall not in any way be construed as binding on NMC, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- f. NMC reserves the right not to proceed with the Bidding Process at any time without the notice or liability and to reject any or all Application(s) without assigning any reasons.



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- g. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, NMC may, in its sole discretion, exclude the relevant portion from computation of Technical and Financial capacity of the Bidder.
- h. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by NMC as incorrect or erroneous, NMC shall reject such claim and exclude the same from evaluation of Technical Capacity of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, NMC reserves the right to reject the Application in accordance with the provisions of this RFP.

### 5.7 Tests of responsiveness

5.7.1 Prior to evaluation of Applications as per Section 7, NMC shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- a. It is received as per the guidelines of online bidding as prescribed on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in);
- b. It is received as per schedule specified in the Notice Inviting Request for Proposal on the Application Due Date including any extension thereof pursuant to the schedule of the bidding process;
- c. The hard copy proposal documents are signed, sealed, bound, and marked as stipulated in this Section 5;
- d. It is accompanied by the Power of Attorney and in the case of a Consortium, the Power of Attorney for Lead Member as specified in this RFP.
- e. It contains all the information and documents (complete in all respects) as requested in this RFP;
- f. It contains information in formats same as those specified in this RFP;
- g. It contains certificates from its statutory auditors in the formats specified at Annexure A of the RFP for each Similar Project;
- h. Tender Document cost Rs. 25,000/- (Rupees Twenty Five Thousand only) plus applicable GST non-refundable to NMC towards the cost of the Bidding Documents has been made as prescribed on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in);

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- i. Bid Security of 25, 00,000/-(Rupees Twenty Five Lacs only) has been submitted as prescribed in clause 5.2 of this RFP.
- j. It is accompanied by the Consortium Agreement (in case of consortium bidding), specific to the Project, as stipulated in Clause 6.2;
- k. It does not contain any condition or qualification in either the Technical Proposal or Financial Bid;
- l. It is accompanied with the declaration that the Financial Bid of the Bidder is above the minimum amounts mentioned in Clause 8.1 of this RFP; and
- m. It is not non-responsive in terms hereof.
- n. NMC reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NMC in respect of such Application.

### 5.8 Clarifications

- a. To facilitate evaluation of Applications, NMC may, at its sole discretion, seek clarifications from any Bidder regarding its Application. Such clarification(s) shall be provided within the time specified by NMC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b. If a Bidder does not provide clarifications sought under Clause 5.8.a above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, they may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of NMC.

### 5.9 Award of Project

**Letter of Award** – Upon completion of the Bidding Process and identification of the H1 Bidder, subject to meeting the other qualification requirement laid down in RFP as prescribed in Clause 7, NMC shall announce the selection of the H1 Bidder and will issue the Letter of Award to it on the receipt of necessary internal approvals.



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### 5.10 General Terms of Bidding Process

- a. The interested Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project and the Project Site before submitting their Application. Nothing contained in the RFP Document Development Agreement and the conceptual Design Proposal shall be binding on the NMC nor confer any right on the Bidders, and the NMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP Document, Development Agreement and the conceptual Design Proposal.
- b. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Development Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Development Agreement
- c. The documents including this RFP and all attached documents, provided by the NMC are and shall remain or become the properties of the NMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of its Application in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The provisions of this Clause 5.10 shall also apply *mutatis mutandis* to Application and all other documents submitted by the Bidders, and the NMC will not return to the Bidders any Application, document or any information provided along therewith.
- d. This RFP is not transferable.
- e. Conditional Bids shall be summarily rejected.
- f. Any award of development & sales rights pursuant to this RFP shall be subject to the terms of Bidding Documents.

### 5.11 Number of Applications and costs thereof

- a. No Bidder shall submit more than one Application for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- b. The Bidders shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process. The NMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

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### **5.12 Project site visit and verification of information**

Bidders are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

### **5.13 Acknowledgement by Bidder**

5.13.1 It shall be deemed that by submitting the Application, the Bidder has:

- i. made a complete and careful examination of all volumes of the RFP;
- ii. received all relevant information requested from the NMC;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NMC relating to any of the matters referred to above; and
- iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.13.2 The NMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, Development agreement or the Bidding Process, including any error or mistake therein or in any information or data given by the NMC.

### **5.14 Right to accept or reject any or all Applications**

- a. Notwithstanding anything contained in this RFP, the NMC reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the NMC rejects or annuls all the Applications, it may, in its discretion, invite all Eligible Bidders to submit fresh Applications hereunder.
- b. The NMC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Application without assigning any reasons.
- c. The NMC reserves the right to reject any Application, at any time, if:



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- i. at any time, a material misrepresentation is made or uncovered, or
  - ii. the Bidder does not provide, within the time specified by the NMC, the supplemental information sought by the NMC for evaluation of the Application.
- d. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Offer have been opened and the H1 Bidder gets disqualified/ rejected, then the NMC reserves the right to
  - i. Invite the remaining Bidders to match the Financial Offer of the H1 Bidder / submit their Applications in accordance with the RFP; or
  - ii. Take any such measure as may be deemed fit in the sole discretion of the NMC, including inviting fresh Applications or annulment of the Bidding Process, without any liability.
- e. In case it is found during the evaluation or at any time before execution of the Development Agreement or after the execution of the Development Agreement, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LOA or entering into of the Development Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the NMC to the Bidder, without the NMC being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the NMC may have under this RFP, the Bidding Documents, the Development Agreement or under applicable law.
- f. NMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by NMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NMC there under.

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#### **5.15 Application Validity Period**

- 5.15.1 The Application shall be valid for a period of not less than 180 (one hundred and eighty) days from the Application Due Date ("Application Validity Period"). The NMC at its discretion and if deemed fit can extend the validity period and the Application Validity Period shall be extended by the respective Bidders as per directions of the NMC.

#### **5.16 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Technically Qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMC in relation to or matters arising out of, or concerning the Bidding Process. NMC shall treat all information, submitted as part of Application, in confidence and shall require all those who have access to such material to treat the same in confidence. NMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or NMC or as may be required by law or in connection with any legal process.

#### **5.17 Proprietary data**

All documents and other information supplied by NMC or submitted by a Bidder to NMC shall remain or become the property of NMC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. NMC will not return any Application or any information provided along therewith.

#### **5.18 Correspondence with the Bidder**

- 5.18.1 Save and except as provided in this RFP, NMC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Application.

#### **5.19. The following conditions shall be adhered to while submitting an Application:**

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information.
- b. Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the



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Application and not, unless specifically requested, to other associated companies or firms.

- c. In responding to the Application submissions, Bidders should demonstrate their capabilities in accordance with Clause 7.1.1
- 5.20.** Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

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### 6. OTHER INSTRUCTIONS TO BIDDERS

#### 6.1 Constitution of Bidders

- 6.1.1 For determining the eligibility of Bidders (the “**Eligible Bidders**”) hereunder, the following shall apply:
- a. The Bidder for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. A Bidder violating the above condition shall be liable for disqualification and the NMC shall be entitled to forfeit and appropriate the Bid Security. The term Bidder used herein would apply to both a single entity and a Consortium.
  - b. A prospective bidder can be a Company under Companies Act, 1956/2013 or Partnership Firm formed under the Partnership Act 1932 or an LLP under the LLP Act 2008 or a Proprietorship firm registered under the relevant Act in India or a government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 6.2.2 below
  - c. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification of the Bidder, the NMC shall be entitled to forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the NMC including consideration of such Bidder’s proposal (the “**Damage**”) without prejudice to any other right and remedy that may be available to the NMC under the Bidding Documents and/or the Development agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
    - i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the subscribed and paid up share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply , indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a



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person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
  - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
  - vi. such Bidder or any Associate thereof has participated as a consultant to the NMC in the preparation of any documents, design or technical specifications of the Project.
  - vii. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Section 7, the Technical Capacity and Financial Capacity of their respective Associates, if any shall not be eligible.  
The project experience of only the bidder in its own name shall be considered for evaluating Technical and Financial capacity
- d. A Bidder who suffers from a Conflict of Interest, such Bidder/Consortium shall be disqualified/debarred from the Bidding Process and its Bid Security shall be forfeited.

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- e. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the NMC in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) month from the date of announcement of Highest Ranked Bidder.

### *Explanation:*

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

### **6.2. Regarding Consortium**

- 6.2.1 The Bidder should submit a Power of Attorney as per the format at Appendix A4, authorizing the signatory of the Application to commit the Bidder. In case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix A5.
- 6.2.2. The selected Bidder shall have the option to form a Special Purpose Vehicle (the “SPV”), incorporated under the Indian Companies Act, 2013/LLP Act 2008, to execute the Development Agreement and implement the Project.

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- a. Number of members in a consortium shall not exceed 2 (two); i.e. Lead Member plus one.
- b. Subject to the provisions of sub-clause (a) above, the Qualification Application shall contain the information required for each member of the Consortium;
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall subscribe at least 51% (fifty one per cent) or more of the Equity of the SPV for the Development and Sales Period and/or till 100% realization of NMC Revenue Share. The nomination(s) shall be supported by a Power of Attorney, as per the format in Appendix A5, signed by all the other members of the Consortium;
- d. Non Lead Member of the Consortium shall subscribe at least 26% (twenty six per cent) or more of the Equity of the SPV for the



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Development and Sales Period and/or till 100% realization of NMC Revenue Share.

- e. The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- f. An individual Bidder cannot at the same time be member of a Consortium submitting Application. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting Application;
- g. The members of a Consortium may form a SPV to execute the Project, if awarded to the Consortium;
- h. Members of the Consortium shall enter into a binding consortium agreement, substantially in the form specified at Appendix A6 (the "**Consortium Agreement**"), for the purpose of making the Application.
- i. The Consortium Agreement, to be submitted along with the Application, shall, *inter alia*:
  - i. Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Development Agreement and subsequently perform all the obligations of the Developer in terms of the Development Agreement, in case the Project is awarded to the Consortium;
  - ii. Clearly outline the proposed roles and responsibilities, if any, of each member;
  - iii. Commit the minimum equity stake to be held by each member;
  - iv. Commit that the Lead Member, whose experience will be evaluated for the purposes of this RFP, shall subscribe to minimum 51% (fifty one per cent) or more of the Equity of the SPV for the Development and Sales Period and/or till 100% realization of NMC Revenue Share.
  - v. Commit that other member of the Consortium (i.e. except the Lead Member), whose experience will be evaluated for the purposes of this RFP, shall subscribe to minimum 26% (twenty six per cent) or more of Equity of

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the SPV for the Development and Sales Period and/or till 100% realization of NMC Revenue Share

- vi. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the expiry of the Construction period of 36 (thirty six) months.
- vii. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the NMC.

### 6.2.3 Change in composition of the Consortium

Under no circumstances the replacement and/or change in composition of the Consortium shall be allowed.

### 6.3. Regarding Blacklisting

- a. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP/BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- b. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.
- c. The bidder needs to clearly indicate in its offer any on-going actions, disputes, arbitration proceedings, blacklisting procedure with any State or Central government department. The details need to be provided in the following format:



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Case No.	Name of Case	Department	Name of Govt. Officer handling the case with contact no.	Current Status	Attach details such copy of letter, notice etc.

In case any false information is provided by the bidder and NMC investigates the facts, in such a scenario NMC reserves the right to disqualify the bidder and not open its financial proposal without incurring any financial and legal liabilities.

- 6.4.** The H1 Bidder shall be required to satisfy the following conditions that may be prescribed under the Letter of Award:
- a. Sign and return a duplicate copy of Letter of Award to the NMC within 7 days
  - b. Submit the Performance Security within 30 days of Letter of Award,
  - c. Execute the Development Agreement with the NMC within 15 days of submission of Performance Security, and
  - d. Disburse the Upfront Premium to NMC in following manner:
    - i. Rs 5 crores within 30 days of Effective Date.
    - ii. Balance Rs 6.50 crores by way of 3 equal post-dated cheques within 09 months from Effective Date.
  - e. Any other condition as may be prescribed under the Letter of Award.

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### 7. QUALIFICATION CRITERIA

The Applicant's competence and capability is proposed to be established by the following parameters:

- a. Technical Capacity; and
- b. Financial Capacity

#### 7.1 Evaluation parameters:

7.1.1 The Bidder for Qualification has to demonstrate Technical Capacity and Financial Capacity

- a) **Technical Capacity:** For demonstrating experience in executing similar projects (the "Technical Capacity"), the Bidder should have met the following qualification requirements:

The Bidders should have undertaken the development/construction and sales of the following "Similar Projects" as mentioned below:

- i. At-least **One similar project** having constructed area of **One Lac Seventy-Eight Thousand Four Hundred square feet** (total built up area of RCC Structure/ Combination of RCC-Steel Structure at a single location (single premises) along-with all with all support facilities and infrastructure facilities) in the last 07 financial years in India.
- OR
- ii. At-least **Two similar projects** having constructed area of **One Lac Eleven Thousand Five Hundred square feet** (total built up area of RCC Structure/ Combination of RCC-Steel Structure at two independent locations along-with all with all support facilities and infrastructure facilities) in the last 07 financial years in India.
- OR
- iii. At-least **Three similar projects** having constructed area of **Eighty-Nine Thousand Two Hundred square feet** (total built up area of RCC Structure/ Combination of RCC-Steel Structure at three independent locations along-with all with all support facilities and infrastructure facilities) in the last 07 financial years in India.

Capital cost of the Similar Projects above should be more than Rs. 128 Crores for one similar project, more than 80 Crores each for two similar projects and more than Rs. 64 Crores each for three similar projects; and



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**b) Financial Capacity:**

- i. Average Turnover of the Bidder for last 3 financial years ending 31.03.2022: INR 40 Crores (Rupees Forty Crores).
- ii. The Bidder shall have a minimum Net-worth of INR 5.00 Crores (Rupees Five Crores) as on 31.3.2022 as stipulated in the Clause 7.2.
- iii. The Bidder should have un-utilized Credit Lines/Financial Facility with its Bankers or liquid funds to the tune of at-least Rs. 15 Crores (Rupees Fifteen Crores) as on 31.3.2022.

**7.1.1 c)** In case of a Consortium, the combined technical capacity and financial capacity of those Members shall be considered, who have and shall continue to have Equity share of at least 26% (twenty-six per cent) in the SPV.

If technical experience in case of consortium is shown jointly then the number of projects of each partner needs to be shown, evaluation shall be done on the number of project's meeting the criteria. Clubbing of constructed area shall not be allowed.

**7.1.2 For the purpose of qualification, Similar Projects shall mean:**

- a. Any Real Estate Development project such as those of Government/Institutional buildings, Commercial/Shopping Complex, Mixed Use Complex, Service Apartments, Residential Buildings, Hotel buildings, Convention Centres, Auditoriums, Hospital buildings with requisite parking.

**7.1.3 The Similar Projects shall meet the following criteria:**

- a. The Sales of the various components of the real estate development project should have been successfully completed.
- b. In case of purely construction contracts relevant documents from the client's such as completion certificates, certificate from statutory auditor regarding revenue receipts received from the said contract with copy of relevant bank statement shall be furnished.
- c. In case of purely construction contracts wherein Sales is not within the scope of work of the contractors, relevant experience for Sales of the similar projects shall be submitted separately

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- d. COD of the project should be within a period of the last 07 financial years from the Application Due Date.
- e. Constructed Area shall be as defined in the latest I.S. Codes.
- f. In case of on-going projects, 90% completed projects (in terms of project cost) shall be accepted provided the same is certified by the PMC of the client and by the Statutory Auditor of the bidder indicating the details of the revenue receipts from the project. However, such 90% project cost shall be more than the capital cost of the qualifying projects as mentioned above.
- g. For the purpose of qualifying, prospective bidders need to fulfil the requirement of similar projects in terms of constructed area and capital cost and the bidders shall be at liberty to show Government or Private projects e.g., projects can be purely Government or private sector projects or a combination of Government and private sector projects. But in any case, clubbing of constructed area between projects shall not be allowed.

7.1.4 The Developer shall provide details of its Operation & Maintenance (O&M) expertise.

### 7.2 Financial information for the purpose of evaluation

7.2.1 For the purpose of this RFP document, Net Worth (the "Net Worth") is defined as:

**Net Worth** = (Subscribed and Paid-up equity capital + Reserves) – (Revaluation reserves + miscellaneous expenditure not written-off + reserves not available for distribution to equity shareholder)

7.2.2 For the purpose of measuring Financial Capacity:

- a. In case of a Single Entity Bidder, the Net Worth and Average Turnover of the past 3 (three) financial years will be considered. The Net Worth, Turnover and Unutilized Credit Limits information should be provided as per format in Appendix A3.
- b. in case of a Consortium, Combined Net Worth, Turnover and Un-utilized Credit Limits as per the Appendix A3, where Combined Net Worth, Turnover and Un-utilized Credit Limits ("Combined Net Worth, Turnover and Un-utilized Credit Limits") is calculated by weighting the Net Worth and Turnover of the past 3 (three) financial years of individual Member by their respective proposed Equity stake (%) in the Consortium. The Net Worth, Turnover and Un-utilized Credit Limits of only those consortium members would be considered which satisfy Clause 7.1.1(b).



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### **7.3 Technical Concept Presentation:**

7.3.1. Subject to the provision of Clause 7.1.1, all technically qualified bidders shall prepare and submit, as specified in this RFP, a Development and Implementation Plan for the proposed project taking into consideration the following parameters:

- a. Applicable Development Control Regulations/Building Byelaws
- b. Applicable Zoning & Master plan
- c. Maximum Development Potential Available
- d. All Statutory Regulation, Laws as applicable to development of the facility
- e. Existing Market conditions and any other factor deemed important by the bidder

**The technically qualified bidder shall capture the following in its presentation:**

- a. Its understanding and interpretation of the Project
- b. Financial planning and Revenue Generation Model for implementation of the Project. Editable Financial Model for the Project to be shared by the bidder/s during the presentation
- c. Proposed Revenue Sharing model in case of additional development along with its editable financial model.
- d. Highlight its experience in executing similar projects for other clients.
- e. Indicate proposed methodology and tentative planning for implementation of the Project in terms of the Construction Plan and its Execution.
- f. Indicate the plan for Facility Management and Maintenance.
- g. Indicate the material specifications for development of the Project.
- h. Indicate the proposed internal planning of the Mixed-Use Commercial Complex.
- i. Indicate its Marketing & Sales Plan for the Project considering the existing market conditions.

7.3.2 Each of the technically qualified bidders shall be called upon to make a Technical Concept & Implementation Plan Presentation to the Authority on the date and time as per schedule mentioned elsewhere in this document. The bidder shall highlight how it plans to conceptualize, develop and implement the project.

## **Request for Proposal for NMC Mixed Use Commercial Complex**

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### **7.4 Details of Experience to be submitted:**

#### **7.4.1 Documents to be uploaded online are as follows:**

1. Receipt regarding payment of RFP document cost shall be scanned and submitted.
2. Receipt regarding submission of Bid Security as per clause 5.2 shall be scanned and submitted.
3. Forms regarding technical experience in the prescribed format at Appendix A1, Appendix A2 and Appendix A3 along with supporting documents;
4. Performance certificate(s) from the concerned client(s) [along with a certificate from the statutory auditor] stating the area of development/construction, time taken to complete the project, Cost of the project, Facilities (as mentioned earlier) provided in the development, Organisational set up, copies of sale deeds etc. The performance certificates shall be signed by an officer not below the rank of Executive Engineer in case of Government projects and by a Director in case of private projects.
5. Certificate(s) from the concerned client(s) evidencing the COD of the project. The certificates shall be signed by an officer not below the rank of Executive Engineer in case of Government projects and by a Director in case of private projects.
6. Certificate(s) from the concerned client(s) evidencing the sale of the various components of the project. The certificates shall be signed by an officer not below the rank of Executive Engineer in case of Government projects and by a Director in case of private projects.
7. In case of purely construction contracts relevant documents from the client's such as completion certificates, certificate from statutory auditor regarding revenue receipts received from the said contract with copy of relevant bank statement shall be furnished.
8. In case of purely construction contracts, relevant certificates from clients evidencing Sales experience for the quantum as specified for the Similar Projects along-with relevant extracts of the Sale Agreement/Deed and certified by the Statutory Auditor.
9. In case of 90% completed projects, certificates from the project PMC and the Bidders' Statutory Auditor.
10. Copies/copies of relevant pages of the approved DPR/Bankable Report for the concerned projects.
11. Copy of the Consortium Agreement, in case of a Consortium as per the format at Appendix A6;
12. Power of Attorney for signing the Application as per the format at Appendix A4;
13. If applicable, the Power of Attorney for Lead Member of Consortium as per the form at Appendix A5;



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14. Statement of Legal Capacity as per the format at Appendix A7.
15. Certificate(s) from its statutory auditors specifying the Net Worth, Turnover and Un-utilized Credit Limits/Financial Facility of the Bidder, as at the close of the preceding financial year (before the Application Due Date), and also specifying that the methodology adopted for calculating such Turnover, Net Worth and Credit Lines conforms to the provisions of Clause 7.1.1(b).
16. Certificate from the Bidder's Bankers (including Consortium member) regarding the un-utilized credit limits or liquid funds.
17. Brief Development cum Implementation Plan for the project.
18. Financial Bid as per the online format duly filled without tampering with the format.

### **7.4.2 Technical Documents to be submitted in hard copy at NMC office are as**

#### **Follows:**

1. Duly signed copy of the downloaded RFP along-with all the Volumes.
2. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its registered partnership deed;
3. Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.
4. Company/Firm Profiles of the Bidder (of each Member in case of a Consortium).
5. List of Technical Manpower of the Bidder (of each Member in case of a Consortium) with copies of their CVs and educational certificates.
6. List of machinery and equipment of the Bidder (of each Member in case of a Consortium).
7. Actual Photographs of similar projects undertaken by the bidder previously (of each Member in case of a Consortium).
8. Details of the O&M agency regarding projects, manpower, equipment etc.
9. Copy of the Concept cum Implementation Plan for the project along with the Presentation.
10. Hard copy of the duly filled in Financial Bid.

All the above Technical Documents shall be bound together in hard cover and the pages shall be numbered serially and the financial bid shall be in a separate envelope. The two separate envelopes shall be put in one single larger envelope for submission.

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### 8. FINANCIAL OFFER

#### 8.1 Financial Offer

8.1.1 Financial Offer shall comprise of:

- a. Lump-sum Financial offer to be shared with NMC shall be subject to a minimum of Rs 111.50 crores (Rupees One Hundred and Eleven Crores and Fifty Lacs only) (including Upfront Premium) from Sale Proceeds from the various components of the Project.

**Bidders have to quote over and above this figure of Rs 111.50 crores. (Bidding Parameter).**

- b. Upfront Land Premium has been fixed at Rs. 11.50 crores which is to be paid to NMC in instalments as mentioned below:
  - i. Rs 5 crores within 30 days of Effective Date.
  - ii. Balance Rs 6.50 crores by way of 3 equal post-dated cheques within 09 months from Effective Date.
- c. The bidder quoting the Highest Lump-sum Financial Offer to be shared with NMC shall be the H1 bidder.
- d. Payment of the Financial Offer shall be done proportionate to the Sales Proceeds received after adjusting for the Upfront Premium of Rs. 11.50 crores. The detailed payment schedule is provided in the Development Agreement.
- e. In case the payment of balance amount (amount as quoted less Rs.11.50 crores upfront) to NMC exceeds 48 (forty-eight months) from the date of Letter of Award, then the balance amount payable to NMC shall be increased by a percentage equivalent the increase in Ready Reckoner Rates from previous year for the Project Site area for the upcoming respective year.
- f. 100% of the Lump-sum Financial Offer amount payable to NMC shall be payable by the Developer on or prior to the completion of 80% of the Sale Process from the Project or 48 months from Effective Date, whichever is earlier.
- g. The payment of NMC Sales Revenue share shall be through the Escrow Account mechanism. The payment schedule of the NMC Sales Revenue shall be as per the RFP and it shall be routed to NMC through the exclusive account opened by the developer for this project to receive the payment from buyer. All the payments from buyer shall only be deposited in this account only. During the Technical Presentation, the Developer shall submit its detailed Financial Plan including the Revenue Model and the Financial Plan submitted during the Technical Presentation shall be evaluated by the Committee and the same shall be accepted.



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- h. The Developer shall be at a liberty to decide the selling price for the various components of the Project depending on the prevailing market sentiments which shall be informed to the NMC Strategic Committee before finalisation of final terms with the prospective buyer. **However, the Selling Rate shall at no times be equal to or lower than the prevailing Ready Reckoner Rates for the zone.**

### 8.2 Committees for Project Implementation

#### 8.2.1 Strategic Committee:

The strategic and financial decisions with regard to the NMC Mixed Use Commercial Complex Facility shall be approved by a Strategic Committee comprising of Hon'ble. Commissioner, Chief Engineer, Deputy Municipal Commissioner (In charge of Estate Dept.), Executive Engineer - Project and representative of the Developer ("**Strategic Committee**").

#### 8.2.2 Empowered Committee:

The general day to day operating decisions with regard to the NMC Mixed Use Commercial Complex Facility shall be approved by an Empowered Committee comprising of Addl. Commissioner, Deputy Municipal Commissioner (In charge of Estate Dept.), Executive Engineer - Project and representative of the Developer ("**Empowered Committee**").

### 8.3 Evaluation of the Financial Offer

- 8.3.1 The evaluation of Financial Offer shall be done on the basis of the Maximum Lump-sum Financial Offer to be shared with NMC(as indicated above) and the Bidder quoting the Maximum Lump-sum Financial Offer over and above the minimum shall be the H1 bidder subject to meeting the other technical qualification requirements as laid out in this RFP.

- 8.3.2 Unreasonably high or low financial offers are liable to be rejected by NMC, without incurring any obligation or liability. The Hon'ble Municipal Commissioner, NMC shall be the final decision-making authority in this regard.

- 8.3.3 The Financial Offer should be uploaded in the format as available on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

## Request for Proposal for NMC Mixed Use Commercial Complex 2022

### 9. Fraudulent and Corrupt Practices

- 9.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NMC may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 9.1.2 Without prejudice to the rights of NMC under Clause 9.1.1 hereinabove, if a Bidder is found by NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by NMC during a period of 2 (two) years from the date such Bidder is found by NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 9.1.3 For the purposes of this Section 9, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Development agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - b. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - d. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the NMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



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### **10. Pre-Bid Meeting**

10.1.1 Pre-Bid Meeting(s) of the interested parties shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of NMC letter from the Bidder.

Owing to the prevailing Covid-19 condition, the Pre-Bid may simultaneously be conducted through Video Conferencing and only those representatives who prefer to attend in person can attend.

The queries of the prospective bidders should be submitted in written form as per the schedule mentioned in the Notice Inviting Request for Proposal. Mere discussion on a point during the Pre-Bid meeting (physical or virtual) shall not be construed as submission of queries and shall not be considered for clarification.

10.1.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of NMC. NMC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

### **11. Miscellaneous**

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

11.1.2 NMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Bidder in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to NMC by, on behalf of, and/ or in relation to any Bidder; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

11.1.4 The H1 Bidder shall be required to submit the applications and obtain permission, approval, consent, license etc., as may be required for execution of the Project, from the respective competent authorities such as NMC's planning department, health department, heritage committee, garden department, environment department and / or any other statutory body before commencement of the work at its cost. Any changes, additions, alterations, deletion mandatorily required to be done any of the various NMC granting approvals, consents, permissions etc. shall not entitle the H1 Bidder / Developer to seek change in the Financial Offer and subject to provisions of the Development Agreement, the Financial Offer submitted will always remain final and binding.



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**ANNEXURES**

**Annexure A – Qualification Application**

**Appendix A1**

**Details of Bidder:**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Organization including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for NMC:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:

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(e) Fax Number:

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role (Refer Section 6)	Percentage of Equity in the Consortium (Refer Section 6)
1.			
2.			

(c) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder / member of Consortium:**

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

6. A statement as per Clause 6.3 by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past needs to be attached



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**Appendix-A-2**

Experience in Similar type of Projects (Refer Clause 7.1.1 (a))

<b>Bidder Type</b> Single entity/ Consortium Member	
Name(s) of other members of consortium, in case the said project was executed as a consortium	
<b>Name of the Project</b>	
<b>Area of Development/Construction</b>	
<b>Scope of the work for which the Bidder was responsible (min. 3 activities)</b>	
<b>Time Period</b>	
<b>Project Cost</b>	
<b>Period of Maintenance</b>	
<b>Master Plan &amp; Brief note on the Project</b>	
<b>Photographs showing different activities included in the project</b>	
<b>Relevant Extracts of the Project DPR/Bankable Report</b>	

**Instruction:**

1. Bidders are expected to provide information in respect of each Similar Project on separate sheets. The projects cited must comply with the eligibility criteria specified in Clause 7.1.1 (a) of the RFP.
2. Supporting documents with completion certificate should be attached.

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## Appendix-A-3

Financial Capacity of the Bidder :( Refer Clauses 7.1.1(b))

### Turnover:

Bidder Type	Proposed Equity Share for the NMC Mixed Use Commercial Complex Project (percentage)	Turnover (INR Crore)			Average Turnover (INR Crore)	Average Turnover x Equity Share (INR Crore)
		Year 1	Year 2	Year 3		
Single entity Bidder						
Lead Member and Consortium Member 1						
Combined Turnover (INR Crore)						

### Net-worth:

Bidder Type	Proposed Equity Share for the NMC Mixed Use Commercial Complex Project (percentage)	Net Worth (INR Crore)	Net Worth x Equity Share (INR Crore)
		As on 31.3.2022	
Single entity Bidder			
Lead Member and Consortium Member 1			



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### Un-utilized Credit Limits or Liquid Funds/Financial Facility:

Bidder Type	Proposed Equity Share for the NMC Mixed Use Commercial Complex Project (percentage)	Un-utilized Credit Limits or Liquid Funds/Financial Line Facility as on Application Due Date: (INR Crore)	Unutilized Credit Limit/ Financial Line Facility or Liquid Funds x Equity Share (INR Crore)
Single entity Bidder			
Lead Member and Consortium Member 1			
Total			

### Name and address of Bidder's Banker:

#### Instructions:

1. Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
2. For Equity Share, refer Clause 7.1.1(c)
3. For Net Worth, refer Clause 7.2.1
4. The Bidder/ its constituent Consortium Members shall submit copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
  - (a) Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) Be audited by a statutory auditor;
  - (c) Be complete, including all notes to the financial statements; and

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- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the Clause 7.2.1.
- 6. The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 6.1
- 7. In the case of a Consortium, a copy of the Consortium Agreement shall be submitted in accordance with Clause 6.2.
- 8. The Bidder shall also provide the name and address of the Bankers to the Bidder.



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**Appendix A4**

**Power of Attorney for signing of Application**

(To be executed on Stamp paper of Rs. 100 (Rupees Hundred) or of appropriate value)

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project – Development of NMC Mixed Use Commercial Complex, being developed by Nagpur Municipal Corporation ("**NMC**") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders" and other conferences and providing information / responses to NMC, representing us in all matters before NMC, signing and execution of all contracts including the Development agreement and undertakings consequent to acceptance of our bid, and generally dealing with NMC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Development agreement with NMC.

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

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

For.....

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(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

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

Notes:

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

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



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### Appendix A5

#### Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of Rs. 100 (Rupees Hundred) or of appropriate value)

Whereas the Nagpur Municipal Corporation, (the "NMC") has invited bids for the project "Development of NMC Mixed Use Commercial Complex (the "Project").

Whereas, .....and.....(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with NMC, and/ or any

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other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Development Agreement is entered into with NMC.

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

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

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



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- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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**Appendix A6**

**Consortium Agreement**

(To be executed on Stamp paper of Rs. 100 (Rupees Hundred) or of appropriate value)

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

AMONGST

1. [..... Limited, a company incorporated under the Companies Act, 1956]\* and having its registered office at ..... (Hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

\* Bidder to suitably change, if required

{ } Indicates fields that could be deleted, if not applicable

AND

2. [..... Limited, a company incorporated under the Companies Act, 1956]\* and having its registered office at ..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS

- (A) Nagpur Municipal Corporation, Nagpur, established under the MMC Act, 1949, represented by its Municipal Commissioner and having its principal offices at Mahanagar Palika Marg, Civil Lines, Nagpur - 400 051, India (hereinafter referred to as the "NMC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)
- (B) NMC has invited applications (the "Applications") by its Request for Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ (the "RFP") for selecting Developer for the financing, development, operation, maintenance and marketing & sales of various Project components of the NMC Mixed Use Commercial Complex with Office Spaces and requisite parking (the "Project") through public private partnership.
- (C) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and



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

**NOW IT IS HEREBY AGREED as follows:**

### **1. Definitions and Interpretations**

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

### **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 / LLP Act 2008 for entering into a Development Agreement with the NMC and for performing all its obligations as the Developer in terms of the Development agreement for the Project.

### **4. Role of the Parties: The Parties hereby undertake to perform the Roles and Responsibilities as described below:**

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Development Agreement when all the obligations of the SPV shall become effective;
- b. Party of the Second Part shall be {the ..... Member of the Consortium ;}

### **5. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Development Agreement, till such time as the

## **Request for Proposal for NMC Mixed Use Commercial Complex**

### **2022**

Financial Close for the Project is achieved under and in accordance with the Development agreement.

#### **6. Shareholding in the SPV**

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

First Party:

Second Party:

6.2 The Parties undertake that the First Party will hold a minimum of 51% (fifty one per cent) and the other Party will hold a minimum of 26% (twenty six per cent) of the Equity of the SPV till completion of the Sales of the complete Project.

6.3 The Parties undertake that they shall comply with all Equity lock-in requirements set forth in the Development agreement.

#### **7. Representation of the Parties**

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and NMC to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and NMC to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or



## Request for Proposal for NMC Mixed Use Commercial Complex 2022

any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

### 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the NMC to the Bidder, as the case may be.

### 9. Miscellaneous

- a. This Consortium Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NMC.

**Request for Proposal for NMC Mixed Use Commercial Complex** **2022**

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



**Request for Proposal for NMC Mixed Use Commercial Complex** **2022**

**Appendix A7**

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,  
The Hon'ble Commissioner,  
Nagpur Municipal Corporation, Nagpur  
Civil Lines, Nagpur

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.

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

Thanking you,  
Yours faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of.....

<b>Request for Proposal for NMC Mixed Use Commercial Complex</b>	<b>2022</b>
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**Appendix A8**

**Declaration**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,  
The Hon<sup>ble</sup> Commissioner,  
Nagpur Municipal Corporation, Nagpur  
Civil Lines, Nagpur

Dear Sir,

We hereby confirm that amounts stated in the Financial Offer of the Bidder are above the minimum amounts mentioned in Clause 8.1 of this RFP document.

We agree that if our Financial Offer is below the minimum amounts mentioned in Clause 8.1 of this RFP, same will be treated as non-responsive Financial Bid.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of.....



**Request for Proposal for NMC Mixed Use Commercial  
Complex**

**2022**

**Annexure B - Financial Offer**

(Refer Section 8)

**Letter Comprising the Financial Offer**

Dated:

To,  
The Hon'ble Commissioner,  
Nagpur Municipal Corporation,  
Civil Lines,  
Nagpur-1

**Sub: Financial Bid for the Project – Development of NMC Mixed Use Commercial Complex  
on Plot No 5 of OCSP belonging to NMC.**

Dear Sir,

1. With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Application for the aforesaid Project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the NMC will be relying on the information provided in the Application and the documents accompanying the Application for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Developer for the development of the aforesaid Project.
4. I/ We shall make available to the NMC any additional information as it may find necessary or require to supplement or authenticate the Application.
5. I/ We acknowledge the right of the NMC to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial NMC or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public NMC nor have had any contract terminated by any public NMC for breach on our part.

**Request for Proposal for NMC Mixed Use Commercial  
Complex**

**2022**

7. I/ We declare that:
- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the NMC;
  - b. I/ We do not have any conflict of interest in accordance with Clauses 6.1.1 (c) of the RFP document;
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 9 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the NMC or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Application that you may receive for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth, Turnover and Credit Line/Financial Facility criterion and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting an Application for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory NMC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.



**Request for Proposal for NMC Mixed Use Commercial  
Complex**

**2022**

13. I/ We further certify that no investigation by a regulatory NMC is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the NMC of the same immediately.
15. The Statement of Legal Capacity as per the format at Appendix A7 of the RFP document, and duly signed is enclosed. The power of attorney for signing of Application and the power of attorney for Lead Member of consortium as per format provided at Appendix A4 and Appendix A5 respectively of the RFP, are also enclosed.
16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Development Agreement.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Development Agreement in accordance with the draft that has been provided to me/ us prior to the Application Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the other project details. We understand that except to the extent as expressly set forth in the Development Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the NMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We offer a Bid Security of Rs. 25,00,000 Lacs (Rs. Twenty Five Lacs only) to NMC in accordance with this RFP Document.
21. I/ We agree and understand that the Application is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Application is not opened or rejected.
22. The financial offer has been quoted by me/us after taking in to consideration all the terms and conditions stated in the RFP, draft development agreement, our own estimates of cost

**Request for Proposal for NMC Mixed Use Commercial  
Complex**

**2022**

and after a careful assessment of the site and all the conditions that may affect the project cost .and implementation of the project

23. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
24. {WE the consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Development Agreement till completion of complete sales of the Projects in accordance with the development agreement.}.
25. I/We shall keep this offer valid for 180 (One hundred and eighty) days from the submission due Date specified in RFP.

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

Yours faithfully

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

Place: Name and seal of Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.



**Request for Proposal for NMC Mixed Use Commercial  
Complex**

**2022**

**Annexure C - Financial Offer Format:**

Dated: [●], 2022

To  
The Hon'ble Commissioner  
Nagpur Municipal Corporation,  
Mahanagar Palika Marg, Civil Lines,  
Nagpur.

**Sub: Financial Bid for Selection as Developer for the NMC Mixed Use Commercial Complex  
Project on Plot No 5 of OCSP.**

Dear Sir,

1. With reference to your RFP dated \_\_\_\_\_, we, having examined the Bidding Documents and understood their contents, hereby submit our Financial Quote for the aforesaid Project.
2. The Financial Quote is unconditional and unqualified.
3. We hereby offer the Maximum Lump-sum Financial Offer of \_\_\_\_\_ (in words.....) over and above the minimum of Rs .....crores (Rupees ..... Crores and ..... Lacs only) (i.e. Rs .....crores) in respect of the Maximum Lump-sum Financial Offer to be paid to NMC from the Sale Proceeds of various components of the Project.
4. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Application Submission Due Date.
5. We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, we submit this Financial Quote under and in accordance with the terms of the RFP.

Yours faithfully,

Date: [●], 2022 (Signature, name and designation of the Authorized signatory)

Place:

**Nagpur Municipal Corporation**

**Page 76**





**PREBID QUERIES,  
REPLIES &  
CORRIGENDUM**





**Pre-Bid Queries & NMC Responses**

**With regard to the Request for Proposal for:  
“Design, Build, Finance, Operate and Sale of the Mixed-Use  
Commercial Complex at the  
Plot No. 5 of the Orange City Street Project**

**Date of 2<sup>nd</sup> Pre-Bid Meeting: 29<sup>th</sup> November 2022 at 4.00-5.00 p.m.**

**Venue: Office of the Hon’ble Chief Engineer, 5<sup>th</sup> Floor, New  
Admin. Building, NMC, Civil Lines Nagpur.**

**List of Participants:**

1. Leena Upadhye, Chief Engineer, NMC.
2. Manoj Talewar, Superintending Engineer, NMC.
3. Naresh Borkar, Executive Engineer, NMC.
4. Rajeev Gautam, Deputy Engineer, NMC.
5. Sunil Bawane, Junior Engineer, NMC.
6. Representatives of Architect Hafeez Contractor- PMC
  - a. Sumeet Mankar.
  - b. Richard R Gonsalves.
  - c. Alphonsa R Gonsalves.
7. Representatives of prospective bidders: Nil.

**Hard Copy received from M/s Sandesh Infrastructures Pvt. Ltd.**

S.N.	Clause/ Section/Article	Tender Description	Bidder Request for Clarification/Relaxation	NMC Response to Queries
<b>Sandesh Infrastructures Pvt. Ltd.</b>				
1.	RFP: Page 44 Clause 7.1.1 (b).	Average Turnover of the Bidder for last 3 financial years ending 31.03.2022: INR 40 Crores (Rupees Forty Crores).	Please consider highest turnover as Rs 31 Crores in place of average Rs 40 Crores because of COVID-19, the construction industry has been totally hampered.	Kindly refer Corrigendum No.1.
2.	RFP: Page 44 Clause 7.1.1 (b).	The bidder shall have a minimum Net Worth of INR 5 Crores on Application Due Date as stipulated in Clause 7.2	We request to reduce the Net-worth from Rs 5 Crores to Rs 3.50 Crores.	Kindly refer Corrigendum No.2.
3.	RFP: Page 22 Clause 5.3.	Regarding Performance Security	Please reduce Performance Security to Rs 3 Crores.  The disbursement of Performance Security should be altered as within 60 Days from the issuance of Building Permit.	RFP condition prevails.
4.	RFP: Page 38 Clause 6.1.1. c.(vii)	Regarding considering experience of Associates	Kindly allow experience of Associates, if the Associate is having shareholding of more than 74% in the company i.e. technical and financial credentials of the Associate should be wholly considered if it is having more than 74% shareholding. In such a scenario there is no need of Consortium.	RFP condition prevails.



5.	Development Agreement: Page 32 Clause 4.5.(a)	The FSI permitted by the Town Planning Department is 2.75 as per the UDCPR 2020	In Development Agreement only 2.75 FSI is mentioned. Ancillary Area i.e. 60% for residential and 80% for commercial is not mentioned.	Development Agreement clause prevails.
6.	Development Agreement: Page 32 Clause 4.5.(a)	The restriction on height as approved by AAI is 46.32 meters	For developing the commercial space as per our vision, please relax the clause of building height, we are ready to bear the charges for permission from AAI.	Agreed.  In case additional height is permitted by AAI, it shall construe as Additional Development as per the terms of the Development Agreement Clause 4.5.
7.	RFP: Page 11 Clause 4.1.b.	Regarding Construction Period.	The Construction Period is mentioned as 42 months from the date of signing of the Agreement but as the plans are not yet sanctioned kindly change it as from the date of building permit issuance.	RFP condition prevails.
8.	Earnest Money Deposit/Bid Security		Please reduce the EMD to Rs 10,00,000.	Kindly refer Corrigendum No.3.

9.	RFP: Page 42 Clause 6.4.d.	Regarding instalments for payment of Upfront Premium.	Alter the disbursement manner as:  Rs 2 crores within 30 days from issuing of building permit.  Balance Rs 9.50 crores by way of 5 equal instalments of Rs 1.90 crores each to be paid every 2 months i.e. within 10 months from issuing of building permit.	RFP condition prevails.
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**Corrigendum No 1:**

**RFP: Page 44 Clause 7.1.1 (b).**

**Existing Clause:**

Average Turnover of the Bidder for last 3 financial years ending 31.03.2022: INR 40 Crores (Rupees Forty Crores).

**Modified Clause:**

Annual Turnover of the Bidder in any one of the last 3 financial years ending 31.03.2022 should be minimum INR 30 Crores (Rupees Thirty Crores).

**Corrigendum No 2:**

**RFP: Page 44 Clause 7.1.1 (b).**

**Existing Clause:**

The Bidder shall have a minimum Net-worth of INR 5.00 Crores (Rupees Five Crores) on the Application Due Date as stipulated in the Clause 7.2.

**Modified Clause:**

The Bidder shall have a minimum Net-worth of INR 3.00 Crores (Rupees Three Crores) as on 31.03.2022 as stipulated in the Clause 7.2.

**Corrigendum No 3:**

**RFP: Page 20 Clause 5.2.1.: Bid Security.**

**Existing Clause:**

Bidders shall deposit, along with their Bid, a Bid Security of Rs. 25,00,000/- (Rupees Twenty Five Lacs only).

**Modified Clause:**

Bidders shall deposit, along with their Bid, a Bid Security of Rs. 10,00,000/- (Rupees Ten Lacs only).

All bid security related clauses of the RFP and Draft Development Agreement to be read in line with the above modified clause.





# LEGAL VETTING





## **C.S. KAPTAN**

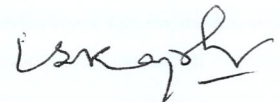
Senior Advocate

Kaptanwada, Zenda Chowk, Mahal, Nagpur-440032  
Phone:- 9422107369 Email:- cskaptan@gmail.com

### **OPINION**

My opinion is sought on Draft Development Agreement for Development of N.M.C. Mixed Use Commercial Complex Project on plot no.5 of Orange City Street Project of N.M.C. at Nagpur on Design, Built, Finance, Maintain and Sale Mode. I have gone through the Agreement. The Corporation has invited the bids and has accepted the bids from the participating the parties and has also issued letter of Award to the successful bidders. I perused the terms and conditions of the draft agreement. Under the Draft Agreement the transfer of the project facilities to be developed by the proposed developer is done by executing tripartite agreement with the Nagpur Municipal Corporation, Developer and Prospective Purchaser of the Project Facility as the three parties. In my opinion, however, while drafting tripartite agreement care should be taken to examine the provisions of RERA Act, so as to safeguard the interest of Municipal Corporation as no liability should be fasten on the corporation on account of any default, if committed by the developer, in execution of his agreement with the prospective purchaser of the project facility.

Hence this opinion.



**C.S. KAPTAN**  
**Senior Advocate.**





# **AKHIV PATRIKA AND TABA PAVTI**





व. भू. मा. २० म.

C. T. S. 20 m.

## आखीव पत्रिका

मौजा :- सोमलवाडा

भूमापन क्रमांक ६१५	क्षेत्र ६१,६००.००	भूधारणा पद्धती चौ.मि. फा	शासनाकडे भरण्याच्या महसूलाच्या अगर भाड्याच्या रकमेचा तपशील व ती पुनरीक्षणस केवळ पात्र आहे.
सुविधाधिकार			

धारक सन १९७१ --

हमकावे मळ (उपलब्ध) नागपूर महानगर पालिका, नागपूर  
झाल्याप्रमाणं। जे.क. ३८८३७

पट्टदार --

इतर भार --

इतर शंरे --

न.भु.अ. प्र. वि. सं.  
नागपुर

दिनांक	व्यवहार	बौद्धणी खंड व क्रमांक	नवीन धाकर (धा) पट्टेदार (प) इतर भार (भा)	साक्षात्कृत
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मौजा :- श्वामला

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झाल्याप्रमाणे) फेब्रु १९८४

इतर भार --

इतर शरे --

दिनांक	व्यवहार	नोटणी खंड व क्रमांक	जमीन धाकर (धा) पट्टेदार (प) इतर भार (भा)	साक्षात्कार
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## आखीव पत्रिका

मौजा :- भामरी

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हक्काचे मळ (उपलब्ध झाल्याप्रमाणे)

नागपुर महानगर पाळिका, नागपुर  
३.८.२३/१९

पट्टेदार --

इतर भार --

इतर शेर --

दिनांक	व्यवहार	नॉटणी खंड व क्रमांक	नवीन धाकर (धा) पट्टेदार (प) इतर भार (भा)	साक्षांकन



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## आखीव पत्रिका

मौजा :- जयनाथ

भूमापन क्रमांक	क्षेत्र	भूधारणा पद्धती	शासनाकडे भरण्याच्या महसूलाच्या अगर भाड्याच्या रकमेचा तपशील व ती पुनरीक्षणास केव्हा पात्र आहे.
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सुविधाधिकार	चौ. मी.		

धारक सन १९९९-२०००  
हक्काचे मठ (उपलब्ध नागपुर महानगर पालिका, नागपुर  
ज्ञात्याप्रमाणे) रु. ४४६७

पट्टेदार --

इतर भार --

इतर शेर --

न. भू. ख. क्र. ३

नागपुर

दिनांक	व्यवहार	गोंदणी खंड व क्रमांक	नवीन धाकर (धा) पट्टेदार (प) इतर भार (भा)	साक्षात्कृत
		०५०३३२८		
१२/११/९६			२०/	







## ताबा पावती

**विषय :-**

नार्थ अबांझरी येथील ऑर्डिनेन्स फॅक्टरीच्या मालकीच्या रेल्वे साईडींग 30.49 हे. जमिनीचा महानगर पालीका नागपूर यांना ताबा देणेबाबत.

**संदर्भ :-**

- 1) शासन जापन महसुल व वनविभाग मुंबई क. 3406/यु.वो.आर. 2194/प्रक पु.676/ब-5 दि. 11.9.06
- 2) मा. जिल्हाधिकारी नागपूर राजस्व यांचे पत्र क.राजस्व/जमिन/ब-1/कावी 1117/06 दि. 26.9.06
- 3) मा. जिल्हाधिकारी नागपूर राजस्व यांचे पत्र क.राजस्व/जमिन/ब-1/कावी 1306/06 दि. 2.12.06
- 4) मा. जिल्हाधिकारी नागपूर राजस्व यांचे पत्र क.राजस्व/जमिन/ब-1/कावी 1406/06 दि. 28.12.06
- 5) मा. जिल्हाधिकारी नागपूर राजस्व यांचे पत्र क.राजस्व/जमिन/ब-1/कावी 14/07 दि. 9.01.07

ऑर्डिनेन्स फॅक्टरीच्या मालकीचे सोबतच्या जोडलेल्या प्रपत्रात नमुद असलेल्या मौजा जैताळा, टाकली, भामटी, खामला, सोमलवाडा, येथील रेल्वे साईडींगच्या एकुण जागेपैकी 30.49 हे. आर जागेचा ताबा.

ताबा देणार

- 1) तहसिलदार नागपूर(श)
- 2) मंडळ अधिकारी नागपूर
- 3) तलाठी

ताबा घेणार

- 1) स्थावर अधिकारी
- महानगर पालीका नागपूर

उक्त जागेचा ताबा घेतल्या नंतर स्थावर अधिकारी महानगर पालीका नागपूर यांना संबंधित नगर भुमापन अधिकारी नागपूर क.3 कडून मोजणी करून घ्यावी. (५ हासिलदार) कृतव

**ठिकाण :-** नागपूर

**दिनांक :-** १२/०१/२००७

ताबा देणार

1) तहसिलदार नागपूर (श)

2) मंडळ निरीक्षक नागपूर

3) तलाठी (जैताळा, भामटी, सोमलवाडा)

4) तलाठी (टाकली)

5) तलाठी (खामला)

ताबा घेणार

1) स्थावर अधिकारी

महानगर पालीका नागपूर

स्थावर अधिकारी

नागपूर महानगर पालीका

तहसिल क. घ. नागपूर (शहर)







**ADVOCATE  
OPINION FOR  
SALE OF  
PROPERTY**





**J. B. KASAT**  
**ADVOCATE**

29/7/2017

By Hand / Email

To,

Municipal Commissioner,  
Nagpur Municipal Corporation,  
Nagpur

Subject: Legal Opinion in matter of NMC rights for Sale of  
Property: Communication to the Law Officer dated  
14/7/2017 and 25/7/2017

Sir,

I have perused the said communications as only the said  
communications are forwarded to me seeking opinion.

It appears that the NMC is intending to dispose off property by sale.

That, the disposal of property by the corporation is governed by  
Section 79 of the MMC Act, 1949

Section 79(c) empowers the commissioner, with the sanction of the  
Corporation, to lease, sell or let out on hire or otherwise convey any  
property, movable or immovable belonging to the corporation.

As per Section 79(d) the consideration for the same shall not be  
less than the current market value.

Furthermore the Provisio (a) to section 79 ***no property vesting in  
the corporation for the purpose of any specific trust shall be  
leased, sold or conveyed such that the purpose for which it is  
held is prejudicially affected.***

As per Provisio (b) ***no property transferred to the corporation by  
the government, can be leased or sold or otherwise conveyed  
in any manner contrary to the terms of the transfer except with  
the prior sanction of the Appropriate Government.***

Therefore the provision of Section 79 of the MMC Act, provides for  
the conditions and restrictions which are to be adhered to before  
the municipal property can be disposed. I am therefore of the  
opinion that in compliance of the provisions of Section 79 of the  
MMC Act, the municipal property can be disposed off.

I have tried my best to search the apex court judgment precluding  
the Municipal Corporation from disposing off its property by sale,  
however I have not come across any such judgment however, there  
are pronouncements by the apex court that disposal of property by

10 NIT Layout,  
Satyam Apartments;  
Ravi Nagar Square;  
Nagpur - 440033  
Cell 9423412266

**J. B. KASAT**  
**ADVOCATE**

29/7/2017

the Corporation should be fair and transparent like public auction  
etc.

Kindly therefore examine the disposal of municipal property in the  
light of Section 79 of the MMC Act on case to case basis and do  
the needful.

I remain

~~Yours Truly,~~

~~J. B. Kasat~~



# **PRESENTATION**





Technical Concept Presentation for the  
Development of the OCSP Plot No 5 through  
DBFMS mode.

By

The Consortium of PrafulVed Infra Pvt. Ltd. and  
Praful Narendra Deshmukh (Proprietor)



**NAGPUR**  
MUNICIPAL CORPORATION

MARCH 2023







## UNDERSTANDING OF THE PROJECT



# Introduction

- Nagpur Municipal Corporation (NMC) intends to develop and market the proposed integrated Orange City Street Project–Mixed Use Urban Complex, on 30.49 hectare plot on Wardha Road to Jaitala Road.
- Currently NMC proposes to develop as a component of the Orange City Street Project, a Mixed Use Commercial Complex with requisite parking at the Plot No 5 site at Jaiprakash Nagar.
- NMC intends to develop the Project on Public-Private Partnership basis under the DBFOS model and has thus carried the Domestic Competitive Bidding Process for selection of an entity to which the Project may be awarded for development and sales.
- The conceptual planning considering maximum potential of the said Mixed Commercial Complex has been undertaken by NMC.
- The selected Developer has the option of designing the project as per its feasibility and viability.



- We, the Consortium of PrafulVed Infra Pvt. Ltd. and Praful Narendra Deshmukh ( Proprietor) are therefore submitting this Proposal in response to the tender floated by NMC.

- As per the requirement of the tender conditions, we are submitting this Technical Concept Presentation based on our experience of undertaking similar Projects and the details provided in the bidding documents.



## KEY FEATURES OF THE PROJECT



## Key Features

- The Developer shall construct the Mixed Use Commercial Complex on Plot No of OCCSP on a total plot area of 7534 square meters within a period of 42 (Forty Two) months.
- The Developer shall have the development and sales rights on the Project for a period of 84 (eighty four) months including the construction period of 42 months from the date of signing of the Development Agreement.
- Post signing of the Development Agreement with NMC and on issue of Commencement Certificate from NMC, the Developer can market the project and undertake the Sales of the various components of the said Project.
- The Sale Agreement with prospective buyers shall be a tripartite agreement with NMC, Developer and the buyer as the three parties.
- The Developer should be able to generate revenues, based on its independent risk analysis, from the commercial sale of the various components of the Mixed-Use Commercial Complex in compliance with the applicable law.



## Key Features

- The Developer would have the flexibility to develop and sell the various components of the Mixed Use Commercial Complex after necessary approval from NMC.
- The Developer should plan the Project in synchronization with the conceptual idea of the entire Orange City Street Project.
- The front Arcade with commercial shops on the Ground and First floor and building elevation as per the Orange City Street theme should be strictly adhered to at all times.
- Any change is use proposed by the Developer after Ground and First floor should be permissible as per the UDCPR and as defined in the Development Agreement. The financial & technical viability of the Developers' vision/planning should be presented to NMC during the Technical Concept Presentation.
- In case the prospective developer plans to develop the project beyond the FSI and height utilization allowed under this RFP by NMC and utilizes additional FSI and height, then such additional utilization shall constitute Additional Development as spelt out in Development Agreement.



# PROJECT STRUCTURE



## PROJECT STRUCTURE

- PPP model (Design Build Finance Maintain & Sale -DBFMS) to be adopted.
- In the proposed project commercial development is envisaged with minimum recourse to NMC's resources. In this regard the Project is structured in such a way that Private sector participation is anticipated for developing, marketing and sales of the property.
- NMC shall earn a fixed Upfront Premium and a quoted Sales Revenue Share. Hence the Developer based on its calculations and assumptions can earn a handsome upside after meeting NMC payment obligations.
- The project would be structured in such a way that is applicable to the terms and conditions of the authority and commonly benefitting the various stakeholders.
- The project will be developed and established under pre-specified performance standards.
- The project will be developed on the design standards and specifications provided by NMC.
- The Developer is at liberty to undertake changes in the Design of the Project subject to obtaining necessary sanctions from the Town Planning Authority-NMC.

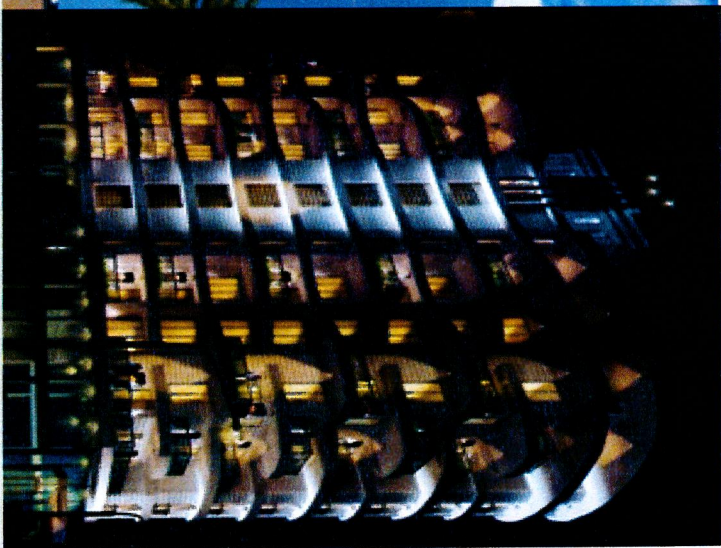


## ABOUT US



# About Us

Prafulved Infra Pvt. Ltd



Praful Deshmukh & Co. began as a buildership & general works contractor in 2006. Over the years, the group has undertaken several challenging projects and accumulated skills, know-how and experience in design and build solutions, project management services and related engineering work.

## Our Vision

To deliver beyond expectations every single time by cultivating consistency and practicing attention to detail.

## Mission

To procure projects at competitive pricing, provide safe working conditions and deliver quality results within a given time frame.



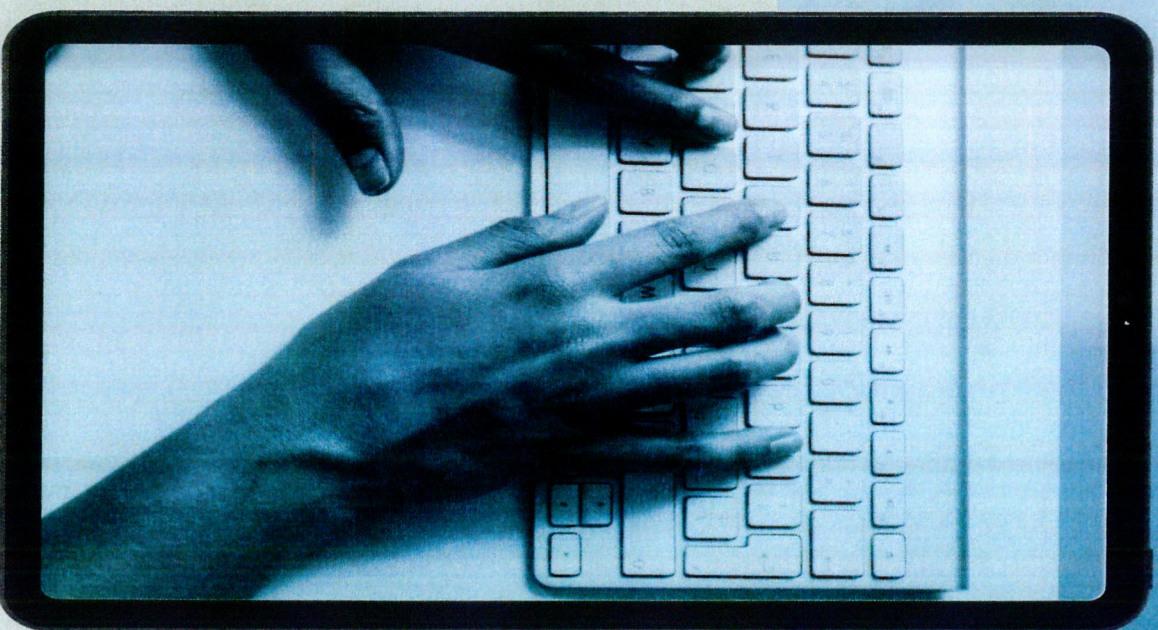


## Our Management Team

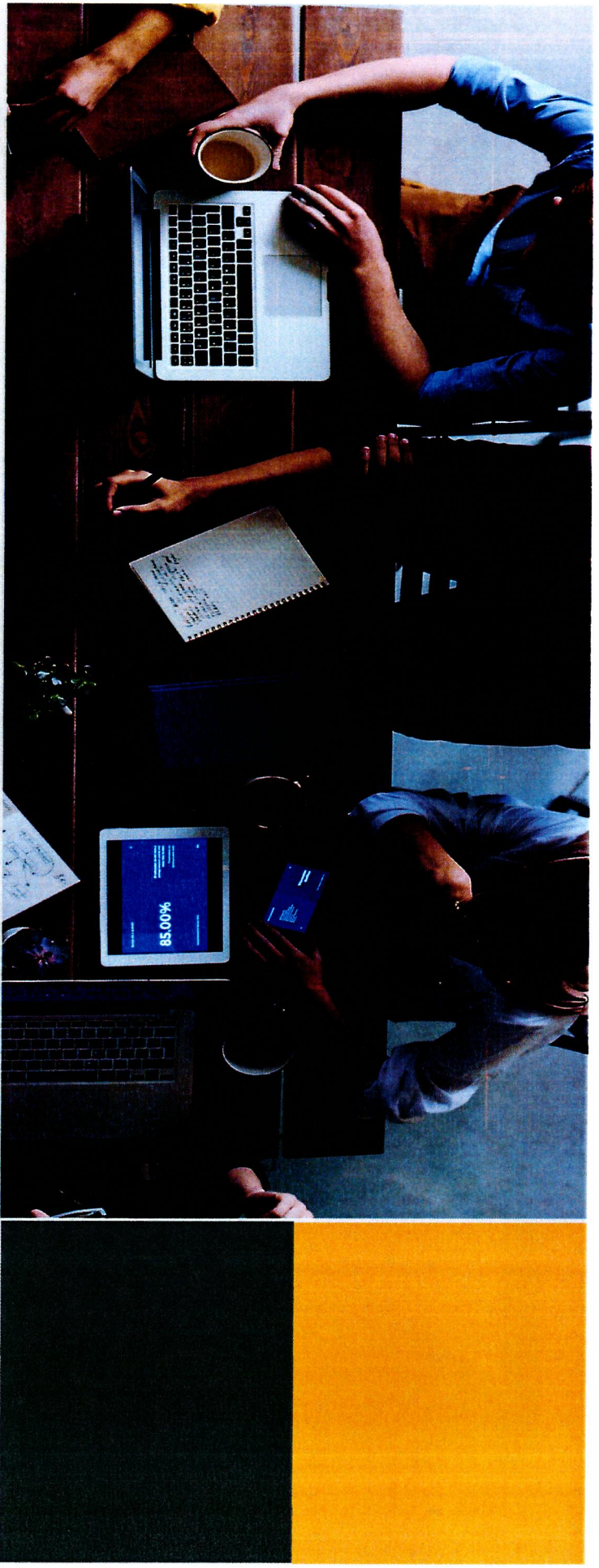
The business is driven by our two working directors who have collectively accumulated more than 20 years of experience in the real estate and construction industry. They are deeply involved in all aspects of business development, procurement, project management and administration of the company.

The management team proactively gathers feedback, identifies changes in business environment, reviews work processes and communicates key learning points and company policy to all staff at regular meetings

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# Our People

We value our team and its pivotal role in successful delivery of our services. Our comprehensive training program ensures our people are equipped with technical, managerial and interpersonal skills.

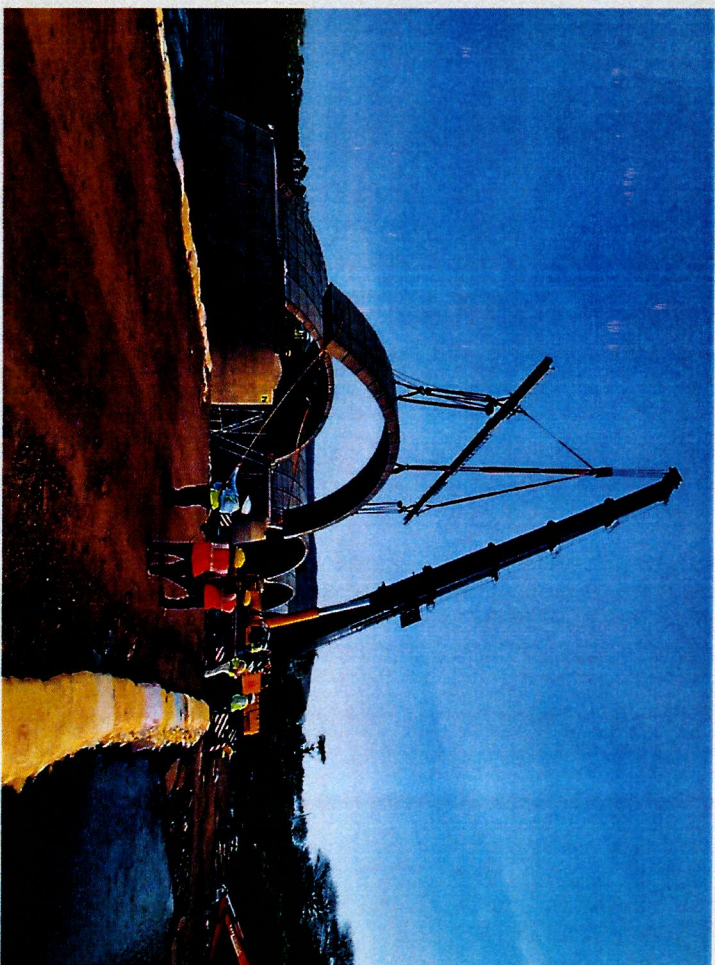
We firmly believe that a team that receives the right training, accredited certification and practical knowledge is the only one that can remain confident and relevant in an ever-changing market place.



## PAST EXPERIENCE



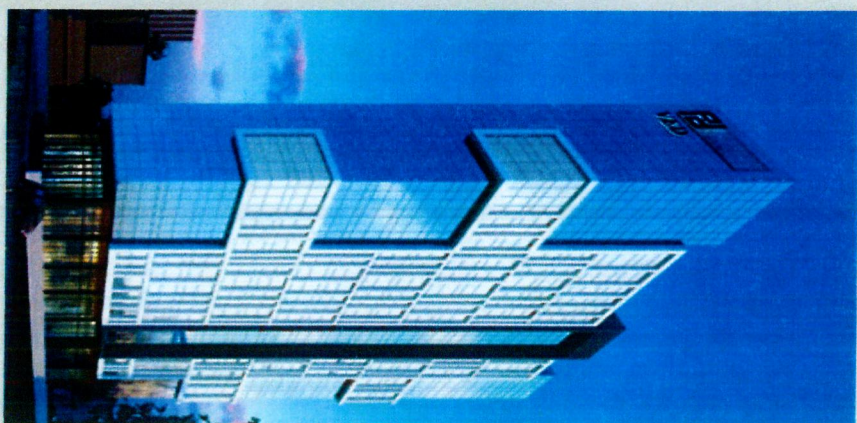
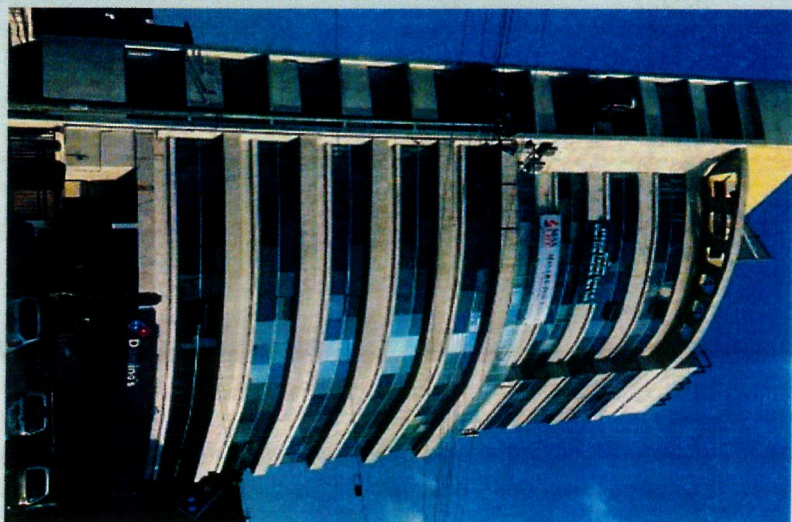
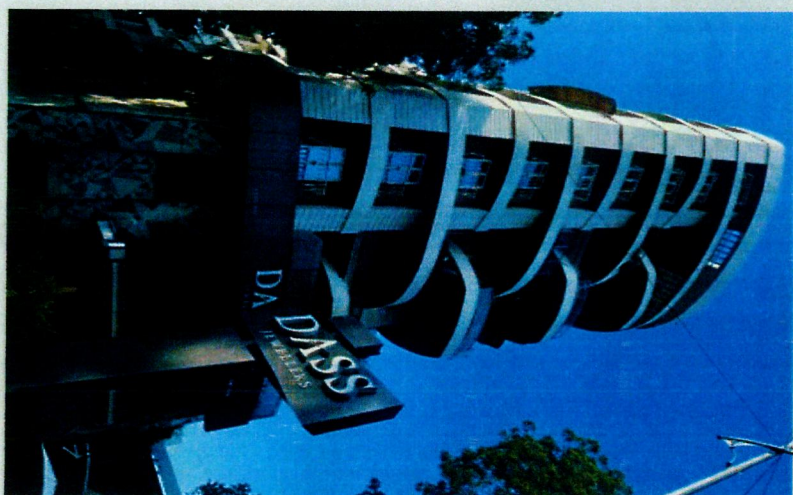
# Completed Projects



- Worked for SRA (NMC Nagpur) Built more than 1000 homes
- Constructed 3 Bridges under PWD. Patented with the name ARC Technology at Satara District. Contract Value: 20 Cr.
- Tallest commercial building in Nagpur, G+18 with 2 basement
- Over 20 Residential & Commercial projects successfully completed

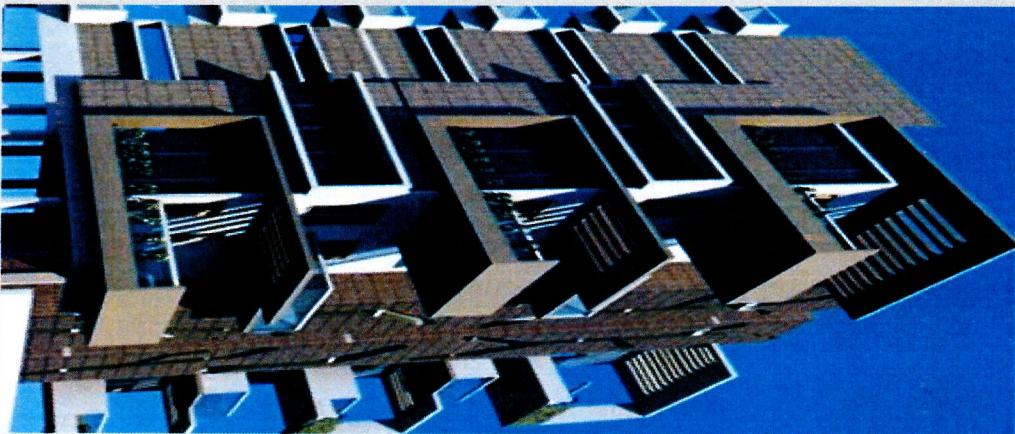
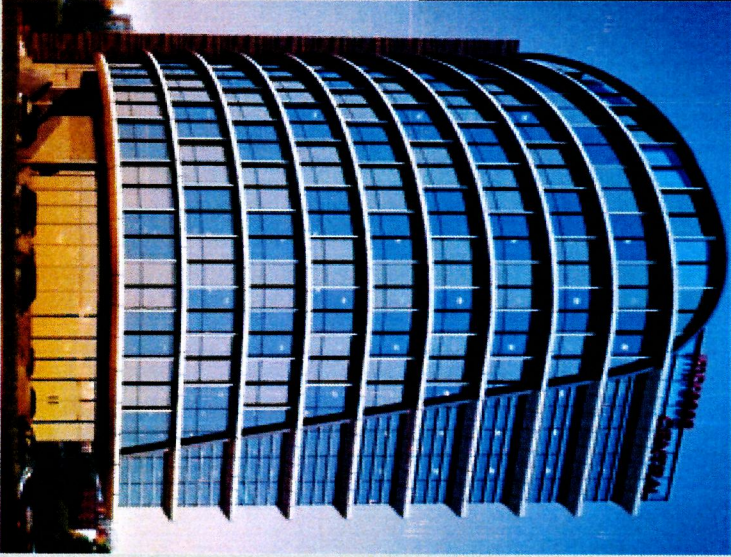


# Completed Projects





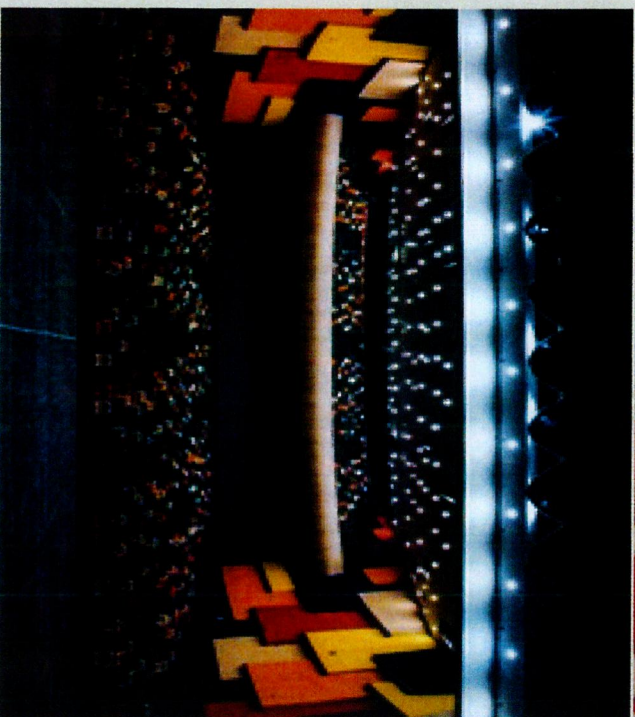
# Completed Projects





# Completed Projects

Constructed the Prestigious Kavivarya  
Suresh Bhat Auditorium (Project by  
NMC) inaugurated by President of  
India Hon. Shri Ramnath Kovind





## Achievements

Awarded by Nagpur Municipal Corporation at the hands of Hon. Shri Nitinji Gadkari - Union Minister, Road Transport & Highways, for successful completion of Kavivarya Suresh Bhat Auditorium



Paid Demand (17.79 Cr ) for Building Permission of Commercial Tower to Town Planning Nagpur Municipal Corporation.



# Other Achievements



Constructed 3 bridges using Flexi Arch technology for the first time in India & completed the project in a brief span of 4 months one of them is nominated for best Precast structure in India by ICI (Indian Concrete Institute) held at Delhi in 2018.

Casted longest PT BEAM in a Commercial /Public building 38m x1.8m x 1.8m.



COVID-19 WORK  
Renovated 110-bedded Indira Gandhi Rugnalaya in 1 Month & 36-bedded Isolation Facility in just 7 days for NMC during the first Covid-19 Lockdown in 2020



## PPP Project Experience

As this is a PPP project the experience of similar type of work will play vital role in timely execution of this project.

Prafulved Infra Pvt Ltd is already associated with NMC for the development of Plot no 1B and the project is moving well ahead of expected completion.

We are also associated with NMC for the development of Plot no 2A

## Orange City Street Plot No 5 Mixed Use Project





## Experience of commercial project

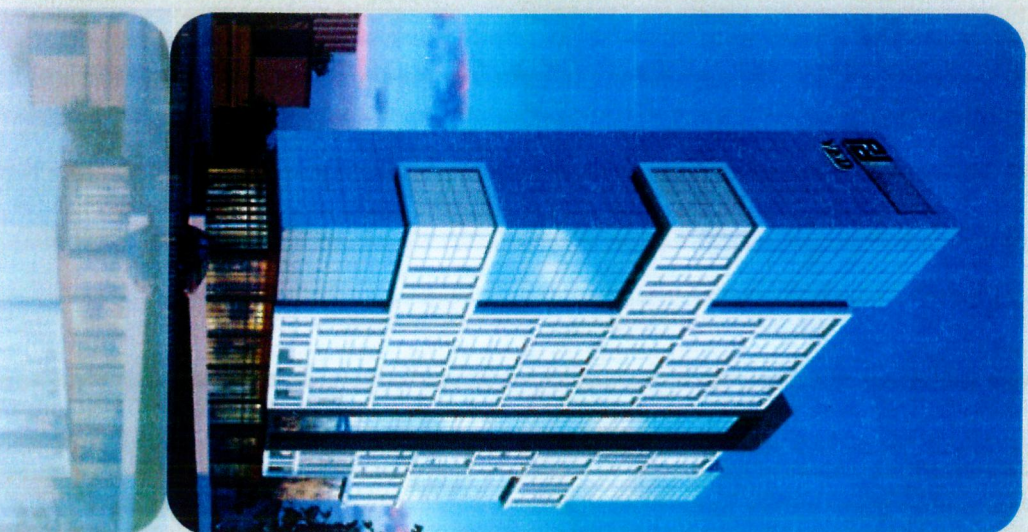
We are proud to have delivered the tallest commercial project to Nagpur city.

### Highlights :

It's a fully commercial tower situated at prime location of Shivaji Nagar Nagpur.

G+18 full glass façade with heat resistive glasses.

Orange City Street Plot  
No 5 Mixed Use Project



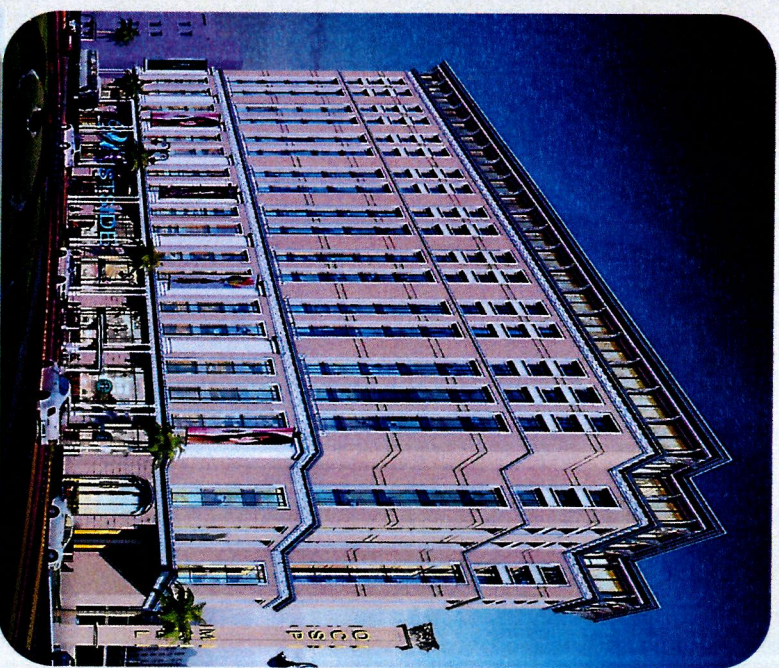


Quality

## Orange City Street Plot No 5 Mixed Use Project

The Orange City Plot No 5 Mixed Use Project is a visionary project which promises to be a gem in Nagpur's future skyline and proposed Orange City Street.

As an ISO 9001:2015 & ISO 14001:2015-certified company with a work ethic rooted in quality and service, we believe our long-standing associations with vendors and suppliers of the highest repute, will continue to aid us in delivering the kind of high-quality, world-class construction required for a prestigious project such as this.





ON-TIME  
Completion

Construction Schedule as per the Existing Plan is as follows:

RCC Part Completion Period- 38 Months  
Services Completion Period- 4 Months

HOW IS THIS ACHIEVABLE?

- Our team of In-house Architects Project Planers & Own Shuttering material simplifies achieving above deadlines

Orange City Street Plot  
No 5 Mixed Use Project





## Our Planning for the Project:

- We have studied the conceptual planning documents issued by NMC with the bidding documents and we plan to develop the Project on the lines of the conceptual planning envisaged by NMC.
- In case of any Additional Development proposed, the terms and conditions of the Request for Proposal and Development Agreement shall be adhered to.



## Our Financial Planning



## AREA STATEMENT AS PER OUR PLANNING

Floor	Floor-wise Saleable Area in Sq.mt
Ground Floor	2,788.00
First Floor	2,788.00
Second Floor	2,600.00
Third Floor	2,600.00
Fourth Floor	2,600.00
Fifth Floor	2,600.00
Sixth Floor	2,600.00
Seventh Floor	2,600.00
Eighth Floor	2,600.00
Ninth Floor	2,600.00
Tenth Floor	2,600.00
Eleventh Floor	2,600.00
Twelveth Floor	2,600.00
Thirteenth Floor	2,600.00
Terrace Floor	2,600.00
<b>Total Area</b>	<b>39,376.00</b>



# PRODUCT MIX AS PER OUR PLANNING

Floor	Project Component
Ground Floor	Commercial
First Floor	Commercial
Second Floor	Commercial
Third Floor	Office
Fourth Floor	Office
Fifth Floor	Residential
Sixth Floor	Residential
Seventh Floor	Residential
Eighth Floor	Residential
Ninth Floor	Residential
Tenth Floor	Residential
Eleventh Floor	Residential
Twelveth Floor	Residential
Thirteenth Floor	Residential
Terrace Floor	



## REVENUE ASSUMPTIONS

Floor	Floor-wise Sale Rate in Rs / Sq mt	Floor-wise Sale Rate in Rs / Sq ft
Ground Floor & First Floor	94,941.00	8824
Second Floor	94,941.00	8824
Third Floor	84,788.00	7880
Fourth Floor	84,788.00	7880
Fifth Floor	65,257.50	6065
Sixth Floor	65,257.50	6065
Seventh Floor	65,257.50	6065
Eighth Floor	65,257.50	6065
Ninth Floor	65,257.50	6065
Tenth Floor	65,257.50	6065
Eleventh Floor	65,257.50	6065
Twelfth Floor	65,257.50	6065
Thirteenth Floor	65,257.50	6065
Rooftop	-	0



## SALES & REVENUE SHARING PATTERN

S.N.	Sale Percentage of the components of the Mixed Use Commercial Complex	Percentage of Financial Offer as quoted to be payable to NMC within 42 months from Effective Date
1	20%	25%
2	45%	50%
3	70%	75%
4	80%	100%

S.N.	Percentage of Project Completion in terms of the approved Project Cost	Percentage of time taken from the maximum of 42 months
1	20%	25%
2	45%	50%
3	70%	75%
4	100%	100%



## OTHER ASSUMPTIONS

Particulars	Details
Estimated Bare Shell Construction Cost without IDC in Rs Crores.	100.30
Ownership of the Project Land	In name of NMC
Parking	Two Basements
Total Floors	G+13
Wall Area for Advertisements (Sq ft)	0.00
Advertisement Rate (Rs/Sq.ft/annum)	125
Escalation in Advertisement rate in every 3 years	10%
Annual Escalation in Sale Rates	7%
Upfront Premium Amount (Rs Crore)	11.5
Marketing and other Exp (% of total revenue)	2%
Operations & Maintenance (% of total revenue)	2%
Insurance during Operation Phase (% of depreciating project value)	0.15%
Bank Loan not considered	



## PROJECT COST

Cost Head	Total Cost	In Rs Crs
Building Civil Work (2 Basements plus G+13)	85,00,00,000.00	85.00
GST@18%	15,30,00,000	15.30
Total	100,30,00,000	100.30

Bare Shell cost without IDC plus GST considered for calculations



## FUNDING STRATEGY

The Consortium has the necessary funds in place for execution of this project.

The Consortium already has Letters for financial support from the bank to the tune of Rs 15.00 Crores.

The Consortium is very well equipped for financing the Project as of today even without considering the booking amounts like to be received from the 2<sup>nd</sup> year onwards.



## REVENUE ANALYSIS OF THE PROJECT

Total Revenue From Project		
Floor	Floor-wise Saleable Area in Sq.mt	Floor-wise Revenue in Rs
Ground Floor	2,788.00	264695508
First Floor	2,788.00	264695508
Second Floor	2,600.00	246846600
Third Floor	2,600.00	220448800
Fourth Floor	2,600.00	220448800
Fifth Floor	2,600.00	169669500
Sixth Floor	2,600.00	169669500
Seventh Floor	2,600.00	169669500
Eighth Floor	2,600.00	169669500
Ninth Floor	2,600.00	169669500
Tenth Floor	2,600.00	169669500
Eleventh Floor	2,600.00	169669500
Twelveth Floor	2,600.00	169669500
Thirteenth Floor	2,600.00	169669500
Terrace Floor	2,600.00	0
Total Revenue from Sales of Property	39,376.00 In Rs Crores	2744160716 274.42



## FEASIBILITY ANALYSIS OF THE PROJECT

Revenue Sharing with NMC including Upfront Premium	IRR (%)
Base Case Rs 111.50 Crores	8.76%
Rs 112 Crores	8.65%
Rs 112.50 Crores	8.54%



## PROFITABILITY OF THE PROJECT

### Cost to Developer

Bare Shell Project Cost without IDC	100.30
Minimum NMC payment as per bidding documents	111.5
PMC and Insurance charges	1.61
Total Cost to Developer	213.41

### Revenue to Developer

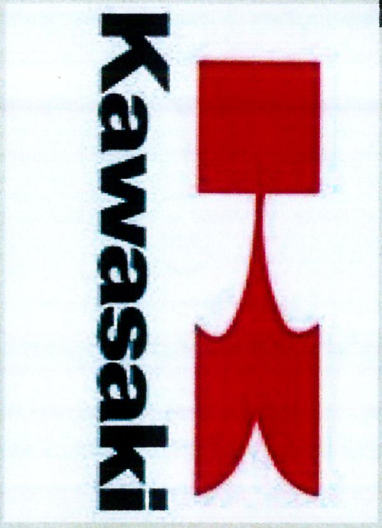
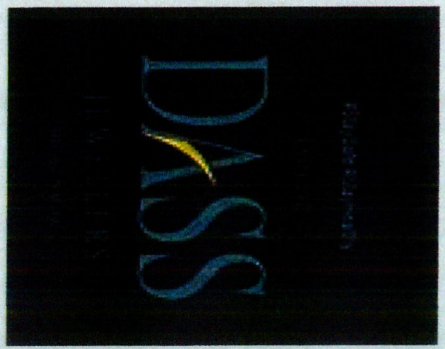
A	B	C
Sales Revenue in Rs Cr.	Total Cost in Rs Crores	Net Revenue in Rs Crores (A-B)
Approx.		
274.42	213.41	61.04



# MARKETING & SALES STRATEGY



# Brands Associated With Us for Commercial Spaces





Brands Associated With Us  
For PLOT NO 1B OCM

*M*ESTSIDE



 **ICICI Bank**

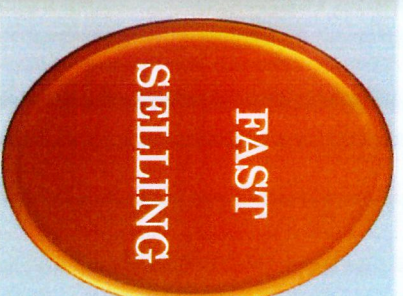
**Ginger**   
Hotels

A **TATA** Enterprise

 **TANISHQ**  
A **TATA** PRODUCT



# Orange City Street Plot No 5 Mixed Use Project



As seen here, we sold our last G+18 fully Commercial Tower in a record-breaking span of 15 Days.

For the Plot no 1B Orange City Mall we have 100% sale commitment .

For the Orange City Street Plot No 5 Mixed Use Project too, Fast-selling shall play an important role, as NMC'S Land Cost Payment would depend on it.

With our far-reaching customer base, extensive network and having already received letters of interest from existing clients; we can guarantee fast-moving sales





## Marketing & Sales Strategy

- We are in advanced discussions with our existing clients for this new project.
- Sister Brands of the brands already associated with us have evinced interest in this project.
- We are currently analyzing the demand for premium residential tenements in the zone and have received positive responses for the same.
- We plan to showcase our project through various Trade Journals as well as tie ups with agencies such as CREDAI etc.
- We plan to showcase our projects at national and international Urban Infrastructure Trade Fairs.



## Way Ahead

- Financial Proposal opening.
- Signing of the Agreement.
- Fulfilling the compliances as per the executed Agreement.
- Handover of Site by NMC.
- Obtaining the various clearances for the project.
- Drawings preparation and sanction with DPR approval.
- Commencement of Construction Activities.
- Marketing of the project.
- Sales and Handover of various components of the Project to the Buyers.







# **FINANCIAL OFFER**







**PRAFULVED INFRA PVT. LTD.**

ENGINEERS | BUILDERS | CONTRACTORS

CIN NO.: -U45200MH2019PTC319415

**Annexure C - Financial Offer  
Format:**

To  
The Hon'ble  
Commissioner Nagpur  
Municipal Corporation,  
Mahanagar Palika Marg,  
Civil Lines, Nagpur.

**Sub: Financial Bid for Selection as Developer for the NMC Commercial  
Complex Projection Plot No 5 of OCSP.**

Dear Sir,

1. With reference to your RFP dated 10/11/2022, we, having examined the Bidding Documents and understood their contents, hereby submit our Financial Quote for the aforesaid Project.
2. The Financial Quote is unconditional and unqualified.
3. We hereby offer the Maximum Lump-sum Financial Offer of 1117500945 (One Hundred Eleven Crore Seventy-Five Lakh Nine Hundred & Forty-Five Only) over and above the minimum of Rs 1115000000 crores (One Hundred Eleven Crore Fifty Lakh Only) in respect of the Maximum Lump-sum Financial Offer to be paid to NMC from the Sale Proceeds of various components of the Project.
4. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Application Submission Due Date.
5. We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, we submit this Financial Quote under and in accordance with the terms of the RFP.

Yours faithfully,

(Director)

(Prafulved Infra Pvt Ltd)

Date: 23/12/2022

Place: Nagpur



**153**





Tender Inviting Authority:

Name of Work: Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) model

Contract No:

Bidder Name : PRAFULVED INFRA PVT LTD

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	53.00	55
1	Development of Commercial Complex under O.C.S.P Nagpur, on Plot No 5 (DBFMS) modelr. ( For detailed BOQ please refer the uploaded tender document of this tender.)	Item 1	1.00	nos	1115000000.00	1,11,50,00,000.00	INR One Hundred Eleven Crore Fifty Lakh Only
Total in Figures						1,11,50,00,000.00	INR One Hundred Eleven Crore Fifty Lakh Only
Quoted Rate in Figures				Excess (+)	0.22%	1,11,75,00,945.00	INR One Hundred Eleven Crore Seventy Five Lak Hundred & Forty Five Only
Quoted Rate in Words		INR One Hundred Eleven Crore Seventy Five Lakh Nine Hundred & Forty Five Only					





# RESOLUTION





## कार्यालय, नागपूर महानगरपालिका, नागपूर (सचिवालय)

**नागपूर महानगरपालिकेच्या दिनांक २५/०१/२०२२ मंगळवार रोजी भरलेल्या सर्वसाधारण सभेच्या कार्यवृत्तातून घेतलेला उतारा**

**ठराव क्रमांक २२ ५/ वि.क्र.१०७ :-** नागपूर येथे वर्धा रोड (Hotel Redision Blue) ते CRPF या भागात मौजा

**{प्रकल्प विभाग}** सोमलवाडा, खामला, भामटी, टाकळी व जयताळा या परीसरातील सलग मनपाच्या मालकीची ३०.४९ हेक्टर जागेवर ऑरेंज सीटी स्ट्रीट प्रकल्प स्वबळावर मनपा द्वारे उभारण्या बाबत व या अनुषंगाने Transjection Advisor ची नेमणूक करणे तथा पुर्व प्रकल्प व्यवस्थापकीय सल्लागार मे. हफीज कॉन्ट्रक्टर यांचा करारनामा सुधारीत करणे ई. आवश्यक कार्यवाहीचे अधिकार आयुक्त, मनपा यांना प्रदान करण्यास सभागृहाचे ठराव क्रमांक १२५दि. १६.१०.२०१७ अन्वये मंजुरी प्राप्त आहे.

सध्यास्थीतीत भुखंड क्रमांक १ वर खाजगी उदयोजकामार्फत भागीदारी तत्वावर काम करण्यासाठी निवीदा बोलावून त्याबाबतची प्रक्रीया करण्यात आली आहे. व संबंधीत निवीदेस रु. ५५,५५,७०,०००/- चा प्रतीसाद प्राप्त झाला आहे.

त्याच धर्तीवर या प्रकल्पातील दुस-या चरणात भुखंड क्रमांक ५ यांचे विवरण खालील प्रमाणे आहे. त्यावर व्यापारी संकुलाचे खाजगी उदयोजकामार्फत भागीदारी तत्वावर (DBFOS) प्रकल्प राबविण्यास निवीदा बोलविण्याचा त्यातील अटी व शर्ती अंतीम करण्याचा ईतर संलग्न बाबी करण्याचे व त्या संबंधीचा करारनामा करण्याचे अधिकार मा. आयुक्त, मनपा यांना प्रदान करण्याची प्रश्न विचारात घेणे.

भुखंडाचे विवरण
भुखंड क्र. ५
भुखंडाचे क्षेत्रफळ - ७५३३.५९ चौ. मी.
उपलब्ध FSI - ४.९५
उपलब्ध Built up area— ३७२९१.२८ चौ. मी.
प्रस्तावित प्रकल्पाचे ढोबळ विवरण
व्यावसायिक संकुल किंवा तत्सम इमारत (Mix Use सह)
तळमजले - २(पार्कींग)
मुख्य इमारत मजले -G + ९

उपरोक्त प्रश्न सभागृहाने विचारात घेवून त्यास मंजूर मंजूरच्या आवाजाने एकमताने मान्यता प्रदान केली.

**सत्य प्रतिलिपी**

11/1/22

सहाय्यक अधिकारी

समिती विभाग, न.न.पा. नागपूर.





**कार्यालय, नागपूर महानगरपालिका, नागपूर**  
(सचिवालय)

२२९

**प्रस्तावना :-**

**{प्रकल्प विभाग}**

ऑरेंज सिटी स्ट्रीट प्रकल्पामधिल भुखंड क. 5 वरील बांधकाम खाजगी उदयोजकामार्फत भागीदारी तत्वावर करण्याकरीता निविदा बोलाविण्याच्या त्यासबंधिचा करारनामा इत्यादी करण्याचे अधिकार मा. आयुक्त यांना प्रदान करणेबाबच्या विषयास मा. सभाग्रहाच्या दि. 25.01.2022 च्या सभेमध्ये ठराव क. 225 अन्वये मंजूरी प्रदान करण्यात आली.

ठरावामध्ये मंजूर केल्याप्रमाणे निविदा बोलाविण्यानंतर केलेल्या कार्यवाहीचा अहवाल मा. आयुक्त/प्रशासक यांचे समक्ष ठेवण्यात येत आहे.

सदर कामाच्या कार्यान्वयनाकरीता प्रस्तावास मा. आयुक्त यांचेकडून मान्यता प्रदान करण्यात आली आहे. त्यानुसार निविदा बोलाविण्यास केलेल्या कार्यवाहीचा अहवाल मा. आयुक्त/प्रशासनक यांचेकडे सादर करण्याचे नमुद आहे. त्यानुसार सदर माहिती ठेवण्यात येत आहे.

**प्रकल्पाचे नाव :-** ऑरेंज सिटी स्ट्रीट प्रकल्पामधिल भुखंड क. 5 चा मिश्र वापर करण्याबाबत.

**भुखंड क. 5 चा तपशिल येणे प्रमाणे**

- 1) भुखंडाचे क्षेत्रफळ — 7533.60 चौ.मी.
- 2) विमानतळ प्राधिकरणाकडून उंची करीता नाहरकत प्रमाणपत्र — 46.31 मी.
- 3) Permissible Built Up Area (FSI) — 2.75

या भुखंडाचा विकासाकरीता Design, Build, Finance, Operate & Sale (DBFOS) या तत्वावर निविदा पत्रे या प्रकल्पाचे सल्लागार आर्किटेक्ट हाफिज कान्द्रक्टर यांच्या मार्फत सादर करण्यात आले. सदर निविदा प्रपत्रे म.न.पा. चे विधी अधिवक्ता अॅड श्री. कप्तान यांचेकडून Legal Vetting करून घेण्यात आले. तसेच सदर प्रकल्पातील मालमत्तेची Outright विक्री करण्याचे नियोजित असून त्याप्रमाणे विकासकास तसे अधिकार देण्यात आलेले आहे. त्यानुसार म.न.पा. तर्फे E-Tender I.D. No.2022 NMCN\_828213\_1 दि. 05.08.2022 ला निविदा ऑनलाईन प्रकाशित करण्यात आल्या. या प्रकल्पाची पूर्व निविदा बैठक दि. 22.08.2022 नियोजित होती. तसेच याची बिड सबमिशन डेट दि. 15.09.2022 होती.

प्रथम निविदेवेळी पूर्ण निविदा बैठकित कोणतीही निविदाकार उपस्थित झाले नाही. तसेच प्रथम निविदे दरम्यान कोणत्याही निविदाकाराने निविदा सादर केलेली नव्हती. उक्त परिस्थितीत या प्रकल्पाची द्वितीय निविदा काढण्याचा निर्णय म.न.पा. तर्फे घेण्यात आला. त्यानुसार द्वितीय निविदा क. E-Tender I.D. No.02/EE/(P)/2022 I.D.2022 NMCN\_828213\_2 दि. 08.10.2022 प्रमाणे प्रकाशित करण्यात आल्या. त्यानुसार पूर्व निविदा बैठक दि. 29.11.2022 ला आयोजित करण्यात आली होती. या निविदेची निविदा स्विकृती दि. 23.12.2022 ही होती. निविदा अटीनुसार कमीत कमी रु. 111.50 कोटी निम्नतम देकाराच्या निविदा मागविण्यात आल्या त्यामध्ये खालीलप्रमाणे एक निविदा प्राप्त झाली. ती येणेप्रमाणे.

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मे. प्रफुलवेद इन्फ्रा प्रा.लि.

वरील प्राप्त निविदेची या कामाच्या PMC द्वारे तांत्रिक पडताळणी केली असता मे. प्रफुलवेद इन्फ्रा प्रा.लि. यांची निविदा तांत्रिक पात्रता पूर्ण करीत असल्याने त्यांना पात्र (Qualified) करण्यात आले.

या पात्र निविदेमध्ये एकच निविदा सादर असल्यामुळे महाराष्ट्र शासन निर्णय दि. 27.09.2018 मधील कलम 4.3 अन्वये या कामाची वित्तीय निविदा दि. 28.03.2023 ला मा. आयुक्त यांचे आदेशान्वये उघडण्यात आली. त्याप्रमाणे प्राप्त महत्तम निविदेचे विवरण पुढील प्रमाणे आहे.

अ.क्र.	निविदाकाराचे नाव	निविदा देकार	शेरा
1	मे. प्रफुलवेद इन्फ्रा प्रा. ली.	रु. 111,7500,945/-	HI

उक्त निविदेने प्राप्त महत्तम निविदाकाराचे नाव :- मे. प्रफुलवेद इन्फ्रा प्रा. ली.

प्राप्त निविदा राशी रु. 111,7500,945/-

अश्या महत्तम प्राप्त झालेल्या निविदाकार मे. प्रफुलवेद इन्फ्रा प्रा. ली. यांची देकार राशी रु. 111,7500,945/- ची निविदा मंजूरीस्तव विचारात घेणे.

विकासकाला अफंड लॅन्ड प्रिमियम रु. 11.50 कोटी निश्चीत करण्यात आले. जे खालील नमुद केल्याप्रमाणे हप्त्यामध्ये महानगरपालिकेत भरावयाचे आहे. प्रभावी तारखेपासून 30 दिवसाच्या आत रु. 2.00 कोटी व उर्वरित 5 समान रु. 1.90 कोटी प्रति हप्ते पोस्ट डेटेड चेकद्वारे रु. 9.50 कोटीचे शिल्लक ठेवा प्रभावी तारखेपासून 9 महिन्यांच्या आत जमा करावे लागतील.

2) उर्वरित रकमेचे भुगतान खालीलप्रमाणे राहील.

अ.क्र.	व्यावसायिक इमारतीची करण्यात आलेली विक्री टक्केवारी मध्ये	विकासकाला मनपाला करावयाचे भुगतान टक्केवारी मध्ये
1	20%	25%
2	45%	50%
3	70%	75%
4	80%	100%

विकासकाला करारनाम्याच्या तारखेपासून 42 महिन्यांच्या आत संपूर्ण बांधकाम पूर्ण करावे लागेल.

टिप :- विकासाद्वारे मनपाला द्यावयाच्या रकमेचा तपशील खालीलप्रमाणे प्रमाणे.

1) विकासकाला effective date चे पत्र प्राप्त झाल्याच्या तारखेपासून 30 दिवसाचे आत अग्रीम भुगतान रु. 11.50 कोटी पैकी 2.00 कोटी मनपाच्या खात्यात जमा करावे लागतील व उर्वरित 5 समान हप्तेमध्ये रु. 1.90 कोटी प्रति हप्ते पोस्ट डेटेड चेकद्वारे प्रभावी तारखेपासून 9 महिन्यांच्या आत जमा करावे लागतील.

2) उर्वरित रकमेचे भुगतान खालीलप्रमाणे राहील.



अ.क.	मेट्रोमॉलच्या भागाची करण्यात आलेली विक्री टक्केवारी मध्ये	विकासकाने मनपाला करावयाचे भुगतान टक्केवारी मध्ये
1	20%	25%
2	45%	50%
3	70%	75%
4	80%	100%

विकासकाला करारनाम्याच्या तारखेपासून 42 महिन्यांच्या आत संपूर्ण बांधकाम पूर्ण करावे लागेल.

3) सविस्तर टिपणी व दस्तावेज नस्ती मध्ये उपलब्ध आहे.

### पारीत ठराव

ठराव क्रमांक :- 550 /मनपा/प्रशासक

दिनांक :- 17/04/2023

महाराष्ट्र शासन नगरविकास विभागाकडील शासन आदेश क्रमांक एमसीओ-२०२०/प्र.क्र. ७१ (भाग-२) /नवि-१४ दिनांक ०३/०३/२०२२ अन्वये महाराष्ट्र महानगरपालिका अधिनियमातील तरतुदी व विशेषतः कलम ४५२ अ च्या (१ अ) व (१ब) मधील तरतुदीनुसार दिनांक ०४-०३-२०२२ अन्वये मला प्राप्त झालेल्या अधिकारानुसार कार्यकारी अभियंता, प्रकल्प विभाग, यांनी वरील प्रमाणे प्रस्तावीत केल्यानुसार ऑरेंज सिटी स्ट्रीट प्रकल्पामधिल भुखंड क. 5 वरील बांधकाम खाजगी उदयोजकामार्फत भागीदारी तत्वावर करण्याकरीता निविदा बोलाविण्याच्या त्यासंबंधीचा करारनामा इत्यादी करण्याचे अधिकार मा. आयुक्त यांना प्रदान करणेबाबच्या विषयास मा. सभाग्रहाच्या दि. 25. 01.2022 च्या सभेमध्ये ठराव क. 225 अन्वये मंजूरी प्रदान करण्यात आली.

ठरावामध्ये मंजूर केल्याप्रमाणे निविदा बोलाविण्यानंतर केलेल्या कार्यवाहीचा अहवाल मा. आयुक्त/प्रशासक यांचे समक्ष ठेवण्यात येत आहे.

सदर कामाच्या कार्यान्वयनाकरीता प्रस्तावास मा. आयुक्त यांचेकडून मान्यता प्रदान करण्यात आली आहे. त्यानुसार निविदा बोलाविण्यास केलेल्या कार्यवाहीचा अहवाल मा. आयुक्त/प्रशासनक यांचेकडे सादर करण्याचे नमुद आहे. त्यानुसार सदर माहिती ठेवण्यात येत आहे.

प्रकल्पाचे नाव :- ऑरेंज सिटी स्ट्रीट प्रकल्पामधिल भुखंड क. 5 चा मिश्र वापर करण्याबाबत.

#### भुखंड क. 5 चा तपशिल येणे प्रमाणे

- 1) भुखंडाचे क्षेत्रफळ - 7533.60 चौ.मी.
- 2) विमानतळ प्राधिकरणाकडून उंची करीता नाहरकत प्रमाणपत्र - 46.31 मी.
- 3) Permissible Built Up Area (FSI) - 2.75

या भुखंडाचा विकासाकरीता Design, Build, Finance, Operate & Sale (DBFOS) या तत्वावर निविदा पत्रे या प्रकल्पाचे सल्लागार आर्किटेक्ट हाफिज कान्ट्रक्टर यांच्या मार्फत सादर करण्यात आले. सदर निविदा प्रपत्रे म.न.पा. चे विधी अधिवक्ता अँड श्री. कप्तान यांचेकडून Legal Vetting करून घेण्यात आले. तसेच सदर प्रकल्पातील मालमत्तेची Outright विक्री करण्याचे नियोजित असून त्याप्रमाणे विकासकास तसे अधिकार देण्यात आलेले आहे. त्यानुसार म.न.पा. तर्फे E-Tender I.D. No.2022 NMCN\_828213\_1 दि. 05.08.2022 ला निविदा ऑनलाईन प्रकाशित करण्यात आल्या. या प्रकल्पाची पूर्व निविदा बैठक दि. 22.08.2022 नियोजित होती. तसेच याची बिड सबमिशन डेट दि. 15.09.2022 होती.



2026

प्रथम निविदेवेळी पूर्ण निविदा बैठकित कोणतीही निविदाकार उपस्थित झाले नाही. तसचे प्रथम निविदे दरम्यान कोणत्याही निविदाकाराने निविदा सादर केलेली नव्हती. उक्त परिस्थितीत या प्रकल्पाची द्वितीय निविदा काढण्याचा निर्णय म.न.पा. तर्फे घेण्यात आला. त्यानुसार द्वितीय निविदा क्र. E-Tender I.D. No.02/EE/(P)/2022 I.D.2022 NMCN\_828213\_2 दि. 08.10.2022 प्रमाणे प्रकाशित करण्यात आल्या. त्यानुसार पूर्व निविदा बैठक दि. 29.11.2022 ला आयोजित करण्यात आली होती. या निविदेची निविदा स्विकृती दि. 23.12.2022 ही होती. निविदा अटीनुसार कमीत कमी रु. 111.50 कोटी निम्नतम देकाराच्या निविदा मागविण्यात आल्या त्यामध्ये खालीलप्रमाणे एक निविदा प्राप्त झाली. ती येणेप्रमाणे.

**मे. प्रफुल्लवेद इन्फ्रा प्रा.लि.**

वरील प्राप्त निविदेची या कामाच्या PMC द्वारे तांत्रिक पडताळणी केली असता मे. प्रफुल्लवेद इन्फ्रा प्रा.लि. यांची निविदा तांत्रिक पात्रता पूर्ण करीत असल्याने त्यांना पात्र (Qualified) करण्यात आले.

या पात्र निविदेमध्ये एकच निविदा सादर असल्यामुळे महाराष्ट्र शासन निर्णय दि. 27.09.2018 मधील कलम 4.3 अन्वये या कामाची वित्तीय निविदा दि. 28.03.2023 ल. मा. आयुक्त यांचे आदेशान्वये उघडण्यात आली. त्याप्रमाणे प्राप्त महत्तम निविदेचे विवरण पुढील प्रमाणे आहे.

अ.क्र.	निविदाकाराचे नाव	निविदा देकार	शेरा
1	मे. प्रफुल्लवेद इन्फ्रा प्रा. ली.	रु. 111,7500,945 /-	HI

उक्त निविदेने प्राप्त महत्तम निविदाकाराचे नाव :- मे. प्रफुल्लवेद इन्फ्रा प्रा. ली.

प्राप्त निविदा राशी रु. 111,7500,945 /-

अश्या महत्तम प्राप्त झालेल्या निविदाकार मे. प्रफुल्लवेद इन्फ्रा प्रा. ली. यांची देकार राशी रु. 111,7500,945 /- ची निविदा मंजूरीस्तव विचारात घेणे.

विकासकाला अफंड लॅन्ड प्रिमियम रु. 11.50 कोटी निश्चीत करण्यात आले. जे खालील नमुद केल्याप्रमाणे हप्त्यामध्ये महानगरपालिकेत भरावयाचे आहे. प्रभावी तारखेपासून 30 दिवसाच्या आत रु. 2.00 कोटी व उर्वरित 5 समान रु. 1.90 कोटी प्रति हप्ते पोस्ट डेटेड चेकद्वारे रु. 9.50 कोटीचे शिल्लक ठेवा प्रभावी तारखेपासून 9 महिन्याच्या आत जमा करावे लागतील.

2) उर्वरित रकमेचे भुगतान खालीलप्रमाणे राहील.

अ.क्र.	व्यावसायिक इमारतीची करण्यात आलेली विक्री टक्केवारी मध्ये	विकासकाला मनपाला करावयाचे भुगतान टक्केवारी मध्ये
1	20%	25%
2	45%	50%
3	70%	75%
4	80%	100%

विकासकाला करारनाम्याच्या तारखेपासून 42 महिन्याच्या आत संपूर्ण बांधकाम पूर्ण करावे लागेल.

उक्त प्रस्तावास मान्यता प्रदान करण्यात येत आहे.

  
राधाकृष्णन बो. (भा.प्र.से.)

प्रशासक

नागपूर महानगरपालिका, नागपूर



# **CONSORTIUM AGREEMENT AND FORMATION OF LLP**







# NAGPUR MUNICIPAL CORPORATION

Mahanagarpalika Marg, Civil Lines, Nagpur – 440 001  
Ph. 0712-2542831, Email Id: [eeprojectnmc@gmail.com](mailto:eeprojectnmc@gmail.com) Fax No. – 0712 - 2561584  
(OFFICE OF THE EXECUTIVE ENGINEER (PROJECT))

No. 23 /EE(P)

Date :- 22 /06 /2023

To,  
Prafulved Infra and Praful Deshmukh Associates 5 LLP  
501, 14A, Shrikrishna Residency,  
Dharampeth, Nagpur-440010.

Sub: Development of mix use Commercial Complex Project on Plot No. 5 of Orange City Street Project of NMC at Nagpur on Design, Build, Finance, Maintain and Sale mode  
Regarding formation of Special Purpose Vehicle (SPV) for the execution of the OCSP Plot No. 5 Project.

Ref:- 1. Letter of Award (LoA) No. 10/EE(P)/2023 dated 26.4.2023 issued by NMC.  
2. Your Letter dated 5.6.2023.  
3. Your Letter dated 21.6.2023.

Dear Sir

The bid of above subject work was submitted by you in consortium of development of mix use Commercial Complex Project on Plot No. 5 of Orange City Street Project of NMC at Nagpur on Design, Build, Finance, Maintain and Sale mode. The shareholding pattern as per the executed Consortium Agreement submitted during the bidding process is as follows:

- Prafulved Infra Pvt. Ltd.: 70%
- Praful Narendra Deshmukh (Proprietor) : 30%

As per Clause 6.2.2 of the Request for Proposal (RFP) document, it is mentioned that the H1 Bidder has the option of formation of SPV for execution of the project.

In line with the above Clause and the LoA issued by NMC, you have reported vide letter of reference 3 of formation of the SPV as name & style "*Prafulved Infra and Praful Deshmukh Associates 5 LLP*".

The above name of the SPV formed by you is approved by NMC and shall replace the name of the consortium for all future correspondence and for execution of the Development Agreement subject to the following:

1. The shareholding pattern of the SPV/LLP Agreement is same as the shareholding pattern of the Consortium Agreement submitted during the bidding process.
2. The notarized copy of the executed LLP Agreement between the consortium partners is submitted to NMC for necessary due diligence and record.
3. The notarized copy of the MCA Registration documents is submitted to NMC for necessary due diligence and record.

We understand that the process of registration of the SPV and all related documents such as the PAN Card, TAN No., GST registration, Aadhar registration, Bank/Escrow Account opening etc. shall take some additional time and hence we agree to extend the compliance dates as follows:

Date for submission of the Performance Bank Guarantee shall be within 20 days of issue the letter that is 12<sup>th</sup> July 2023

Hence for necessary compliance at the earliest.

  
Executive Engineer (Project)  
Nagpur Municipal Corporation

Copy To :- 1) Hon'ble Chief Engineer, NMC, Nagpur  
2) Supdt. Engineer, NMC, Nagpur

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CHALLAN  
MTR Form Number-6



GRN	MH003309082202324P	BARCODE			Date	08/06/2023-17:35:33		Form ID		
Department Directorate Of Accounts And Treasuries					Payer Details					
Type of Payment Stamps Non-Judicial Sale of Non Judicial Stamps SoS					TAX ID / TAN (If Any)					
					PAN No.(If Applicable)		ABDFP7844F			
Office Name NAGPUR A T O Stamps					Full Name		PRAFULVED INFRA AND PRAFUL DESHMUKH ASSOCIATES 5 LLP			
Location NAGPUR										
Year 2023-2024 One Time					Flat/Block No.					
Account Head Details				Amount In Rs.	Premises/Building					
0030045501 Sale of Stamps				10000.00	Road/Street					
					Area/Locality					
					Town/City/District					
					PIN					
					Remarks (If Any) LLP Agreement					
					Amount In		Ten Thousand Rupees Only			
Total				10,000.00	Words					
Payment Details SBIEPAY PAYMENT GATEWAY					FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN	Ref. No.	10000502023060810386		3780098802139	
Cheque/DD No.					Bank Date	RBI Date	08/06/2023-17:36:33		Not Verified with RBI	
Name of Bank					Bank-Branch		SBIEPAY PAYMENT GATEWAY			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 8378985611





**LLP AGREEMENT**  
(As per Section 23(4) of LLP Act, 2008)

This Agreement of LLP made at Nagpur ON this **8<sup>th</sup> June 2023** BETWEEN

1. **Prafulved Infra Private Limited**, having Registered office at F. No. 501, Shrikrishna Residency, Dharampeth, Nagpur-40010, Maharashtra, PAN – **AAKCP2972M**, CIN – **U45200MH2019PTC319415**, through its Authorized Representative/ Nominee/ Director **Rahul Rajendra Deshmukh**, Resident of Nagpur-40010

(which expression shall, unless it is repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and

2. **Praful Narendra Deshmukh**, Residing at F. No. 501, Shrikrishna Residency, Dharampeth, Nagpur-40010, Maharashtra, PAN – **AHWP6985A**, **AADHAR – 2181 7203 8209**, which expression shall, unless it is repugnant to subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY,

(THE FIRST & SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)



Contd. .

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WHEREAS the First Party is Name of 1st Partner (**COMPANY**) WHEREAS the Second Party is Name of 2nd Partner (**INDIVIDUAL**)

AND WHEREAS The FIRST, SECOND Party were indulged in a joint venture in the name and styled as "PRAFULVED INFRA PRIVATE LIMITED & PRAFUL DESHMUKH (Prop.) JV." for the purpose of preparing and submitting tenders for the Development work of "Mixed Use Commercial Complex at NMC ORANGE CITY STREET PROJECT Plot No. 5 (Near Khamla Bazar Square) on Design-Build-Finance-Operate and Sale (DBFOS) basis," through Nagpur Municipal Corporation, Nagpur (Maharashtra).

AND WHEREAS the tender was Awarded for the Development work of "Mixed Use Commercial Complex at NMC ORANGE CITY STREET PROJECT Plot No. 5 (Near Khamla Bazar Square) on Design-Build-Finance-Operate and Sale (DBFOS) basis," through Nagpur Municipal Corporation, Nagpur (Maharashtra) to the joint venture as per LOA dated 26.04.2023.

AND WHEREAS for development work of NMC ORANGE CITY STREET PROJECT on Plot No. 5, the FIRST, SECOND Party is to form *Special Purpose Vehicle (SPV)* as per consortium Agreement dated 20.12.2022.

AND WHEREAS now they are intending to form SPV in forming a Limited Liability Partnership under the Limited Liability Partnership Act 2008 and that they intend to write down the terms and conditions of the said formation and

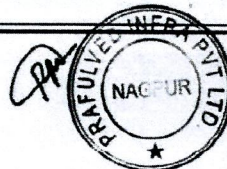
IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. A Limited Liability Partnership shall be carried on in the name and style of **Prafulved Infra & Praful Deshmukh Associates 5 LLP.**

(Herein after referred to and called as "the LLP Firm")

The LLP Firm constituted under the Deeds as amended time to time and shall be deemed to be have commenced on the 5<sup>th</sup> June 2023.

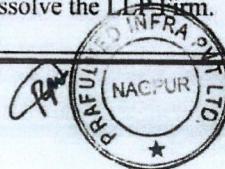
2. The LLP Firm shall have its registered office at **F. No. 501, Shrikrishna Residency, Dharampeth, Nagpur-40010, Maharashtra** and / or at such other place or places, as shall be agreed to by the majority of the partners from time to time.
3. The Contribution of the LLP Firm shall be Rs 10,00,000/- (Rupees Ten Lakhs Only) which shall be contributed by the partners in the following proportions.
  - First Party 70% i.e. Rs 7,00,000/- (Rupees Seven Lakhs only)
  - Second Party 30% i.e. Rs 3,00,000/- (Rupees Three Lakhs only)
  - The further Contribution if any required by the LLP Firm shall be brought by the partners in their profit sharing ratio.



Contd. .



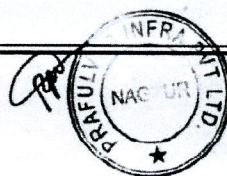
4. The LLP Firm shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Designated Partners.
5. The business of the LLP Firm shall be of Development work of "*Mixed Use Commercial Complex at NMC ORANGE CITY STREET PROJECT Plot No. 5 (Near Khamla Bazar Square) on Design-Build-Finance-Operate and Sale (DBFOS) basis.*"
6. That the immovable properties purchased by the LLP Firm shall be clear, marketable and free from all encumbrances.
7. The net profits of the LLP Firm arrived at after providing for payment of remuneration to the working partners and interest to partners on the loan given by them shall be divided in the following proportions: To the said Name of 1st Partner 70%, To the said Name of 2nd Partner 30%.
8. The losses of the LLP Firm including loss of capital, if any, shall be borne and paid by the partners in the following proportions: To the said Name of 1st Partner 70% To the said Name of 2nd Partner 30%.
9. The bankers of the LLP Firm shall be such banks as the designated partners of LLP firm may from time to time unanimously agree upon. And all such Bank accounts shall be operated by Mr Praful Narendra Deshmukh individually.
10. Remuneration to the working partners of the LLP Firm will be given as much mutually decided by all the working partners as per the unanimous resolution passed by the partners depend upon efforts and time given by the partner. However, salary limit may be further increased or decrease as much mutually decided by all the working partners in the meeting, subject to maximum U/s 40 (b) as amended as per Income Tax Act.
11. Both the designated partners hereto shall have the rights, title and interest in all the assets and properties in the said the LLP Firm in the proportion of their Contribution.
12. Every partner has a right to have access to and to inspect and copy any books of the LLP Firm, Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and the LLP Firm shall have no objection thereto provided that the said designated partner has intimated the facts to the LLP Firm.
13. If any designated partner shall advance any sum of money to the LLP Firm over and above their due contribution to capital, the same shall be a debt due from the LLP Firm to the partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate decided by the partners unanimously.
14. The LLP Firm shall have perpetual succession. So, death, retirement or insolvency of any partner shall not dissolve the LLP Firm.



Contd. .



15. Each Partner shall be just and faithful to the other partners in all transactions relating to the LLP Firm.
16. Each partner shall render true accounts and full information of all things affecting the limited liability partnership to any partner or his legal representatives.
17. The meeting of designated partners may be called by giving at least 1-day notice. In case of any urgent meeting is called the notice requirement is to be ratified by all the Partners.
18. The meeting of Partners shall ordinarily be held at the registered office of the LLP Firm or any other place as per the convenience of partners.
19. The LLP Firm shall ensure that decisions taken by it are recorded in the minutes within 30 days of taking such decisions and are kept and maintained at the registered office of The LLP Firm.
20. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the limited liability partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report according to the provisions of Limited Liability Partnership Act, 2008.
21. The LLP Firm shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the LLP Firm, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification. Cessation of Existing Partners
22. The LLP Firm shall be ipso-facto terminate after completion of Development work of Mixed Use Commercial Complex at NMC ORANGE CITY STREET PROJECT on Plot No. 5 on Design-Build-Finance-Operate and Sale (DBFOS) basis, further the termination after completing projects shall be as per the provisions of the Limited Liability Partnership Act 2008.
23. The books of accounts of the LLP firm shall be kept at the registered office for the reference of all the designated partners.
24. The accounting year of the LLP Firm shall be from 1st April of the year to 31st March of the subsequent year. The first accounting year shall be from the date of commencement of the LLP Firm till 31st March of the subsequent year.
25. All disputes between the partners or between the Partner and the LLP Firm arising out of the limited liability partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).



Contd. .



In witness whereof, the FIRST PARTY and the SECOND PARTY have executed this Agreement Deed at the Nagpur, on the 8<sup>th</sup> day of June, 2023 as first above written in the presence of the following witnesses. Signed and delivered by the For and on behalf SIGNED AND DELIVERED by the within-

Named **FIRST PARTY**  
**RAHULRAJENDRA DESHMUKH**  
**FOR PRAFULVED INFRA PRIVATE LIMITED**  
 In the presence of



*[Signature]*

SIGNED AND DELIVERED by the within-  
 Named **SECOND PARTY**  
**PRAFUL NARENDRA DESHMUKH**  
 In the presence of

*[Signature]*

In the presence of Witnesses:

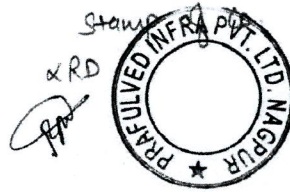
Name *Priyanka Praful Deshmukh*  
 Address *Shankar Nagar, Nagpur - 440010*  
 Signature *Plot No. 501, Plot No. 44A, Shri Krishna, Residency, Khare town, Shanampeth, Sahakar Layout, MH, IN.*  
 Occ: *Business.*  
 In the presence of Witnesses:  
 Name *Nitesh Umesharao Pandit*  
 Address *Itwari, Nagpur - 440002*  
 Signature *House No. 666, Santi Road, Near Itwari High School, MH, IN.*  
 Occ: *Service.*

*[Signature]*

*[Signature]*



Identity Proof of Party No.1





Identity Proof of Authorized Representative of Party No. 1

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

RAHUL RAJENDRA DESHMUKH

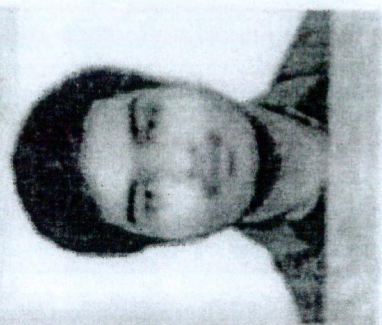
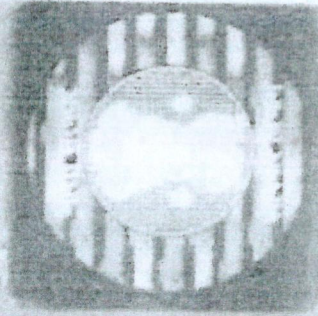
RAJENDRA NILKHANTRAO DESHMUKH

18/05/1994

Permanent Account Number


CGHPD5457R

Signature



KRD





भारतीय विशिष्ट ओळख प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदणी क्रमांक/Enrolment No.: 1190/10430/04195

To: Rahul Rajendra Deshmukh  
(राहुल राजेंद्र देशमुख)  
Plot No. 115 Piro Apartment  
Near Water Tank  
Laxmi Nagar  
Nagpur  
Maharashtra - 440022

Date: 17/08/2011

Ref. No: 00015574-00068476-00068603-



UB 04062885 9 IN

आपला आधार क्रमांक / Your Aadhaar No. :  
**2774 1827 2621**

आधार – सामान्य माणसाचा अधिकार



भारत सरकार  
GOVERNMENT OF INDIA  
राहुल राजेंद्र देशमुख  
Rahul Rajendra Deshmukh  
जन्म वर्ष / Year of Birth : 1994  
पुरुष / Male



2774 1827 2621



आधार – सामान्य माणसाचा अधिकार

AR  
[Signature]



Identity Proof of Party No. 2

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PRAFUL NARENDRA DESHMUKH  
NARENDRA NILKANTH DESHMUKH

27/03/1982  
Permanently Assigned Number

AHWPD6985A

Signature

24/09/2015

2 PD

*[Handwritten signature]*



भारतीय विशिष्ट ओळख साधक

भारत सरकार  
Unique Identification Authority of India  
Government of India

नादविण्याचा क्रमांक / Enrollment No 1104/10235/03804

To  
प्रति नरेंद्र देशमुख  
Pratibha Narendra Deshmukh  
S/O Narendra Deshmukh  
FLAT NO. 501 PLOT NO. 14ASHRI KRISHANA  
RESIDENCY  
KHARE TOWN DHARAMPETH DAHAKE LAY OUT  
Shankar Nagar  
Shankar Nagar Naggur Naggur  
Maharashtra 440010  
9804078999

Ref 709 / 17B 772670 / 772892 P



SH20597974777C



आपला आधार क्रमांक / Your Aadhaar No. :

**2181 7203 8209**

आधार — सामान्य माणसाचा अधिकार



भारत सरकार  
GOVERNMENT OF INDIA



प्रति नरेंद्र देशमुख  
Pratibha Narendra Deshmukh  
जन्म वर्ष / Year of Birth 1982  
लिंग / Male



**2181 7203 8209**

आधार — सामान्य माणसाचा अधिकार

*[Signature]*

x PD





Witness 1 Identity Proof



*Smiley*



Witness + Address Proof

  **आधार**


**भारत सरकार**  
Unique Identification Authority of India  
Government of India

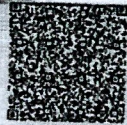
नोंदविण्याचा क्रमांक / Enrollment No 1104/10235/03805

To,  
प्रियंका प्रफुल्ल देशमुख  
Priyanka Pratul Deshmukh  
W/O: Pratul Deshmukh  
FLAT NO. 501, PLOT NO. 14A9HRI KRISHANA  
RESIDENCY  
KHARE TOWN, DHARAMPETH, DAHAKE LAY OUT  
Shankar Nagar  
Shankar Nagar Nagpur Nagpur  
Maharashtra 440010  
9970057818

22/01/2013

Ref: 709 / 17B / 772430 / 772692 / P


 SH205927344DF





आपला आधार क्रमांक / Your Aadhaar No. :  
**4044 1655 1871**

**आधार — सामान्य माणसाचा अधिकार**

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 **भारत सरकार**  
GOVERNMENT OF INDIA

 प्रियंका प्रफुल्ल देशमुख  
Priyanka Pratul Deshmukh  
जन्म वर्ष / Year of Birth : 1985  
स्त्री / Female



**4044 1655 1871**

**आधार — सामान्य माणसाचा अधिकार**

*Pratul*

173

173



WITNESS - Identity Proof

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

DKLPP8705H

नाम/ Name  
NILESH UMESHARAO PANDIT

पिता का नाम/ Father's Name  
UMESHARAO PANDIT

जन्म की तारीख/ Date of Birth  
28/08/1990

हस्ताक्षर/ Signature

28/08/2017

Applied



भारत सरकार  
GOVERNMENT OF INDIA

निलेश उमेशराव पंडित  
Nilesh Umesharao Pandit  
जन्म तिथि / DOB: 28/08/1980  
पुरुष / MALE  
Mobile No.: 9975622736

9833 6679 4743

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार  
Download Date: 25/04/2018

पता:  
S/O Umesharao Pandit, घर क ६६६, सती रोड, इतवारी हय  
स्कूल जवळ, इतवारी, नागपुर, महाराष्ट्र - 440002

Address:  
S/O Umesharao Pandit, House No. 666,  
Santi Road, Near Itwari High School, Itwari,  
Nagpur, Nagpur, Maharashtra - 440002

QR Code with Photograph

1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Bangalore-560 081

2/1/18





GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Central Registration Centre  
Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]

**Certificate of Incorporation**

LLP Identification Number: **ACB-4918**

The Permanent Account Number (PAN) of the LLP is **ABDFP7844F\***

The Tax Deduction and Collection Account Number (TAN) of the LLP is **NGPP08458C\***

It is hereby certified that PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Manesar this FIFTH day of JUNE TWO THOUSAND TWENTY THREE

Document certified by DS MINISTRY OF  
CORPORATE AFFAIRS 10 <rcrc@mca.gov.in>.

Digitally signed by  
DS MINISTRY OF CORPORATE  
AFFAIRS 10  
Date: 2023.06.07 02:03:29 IST

Kuldeep Singh  
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies  
For and on behalf of the Jurisdictional Registrar of Companies  
Registrar of Companies  
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on [mca.gov.in](http://mca.gov.in)

Mailing Address as per record available in Registrar of Companies office:  
PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP

F No. 501, Shrikrishna, Residency, Dharampeth, Giripeth, Shankar Nagar Police Station, Nagpur, Nagpur-440010, Maharashtra, India

\*as issued by Income tax Department









ई- स्थायी लेखा संख्या कार्ड  
e - Permanent Account Number (e-PAN) Card  
ABDFP7844F

नाम / Name	PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP
निगमन/गठन की तारीख Date of Incorporation / Formation	05/06/2023
	
	Signature valid Digitally signed by Income Tax Dept. Date: 2023.06.05 07:23:40 IST

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card". संलग्न पैन कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

<p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card ABDFP7844F</p> <p>नाम / Name PRAFULVED INFRA &amp; PRAFUL DESHMUKH ASSOCIATES 5 LLP</p> <p>निगमन / गठन की तारीख Date of Incorporation/Formation 05/06/2023</p>	<p>भारत सरकार GOVT. OF INDIA</p> 	<p>इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें: आयकर पैन सेवा इकाई, प्रोटीयन ईगव टेक्नोलॉजीज लिमिटेड (पूर्व में एनएसडी ई-गवर्नंस इन्फ्रास्ट्रक्चर लिमिटेड) चौथी मंजिल, सफ़ायर चैंबर, बानेर रोड, बानेर, पुणे - ४११०४५</p> <p>If this card is lost / someone's lost card is found, please inform / return to : Income Tax PAN Services Unit, Protean eGov Technologies Limited (formerly NSDL e-Governance Infrastructure Limited) 4th Floor, Sapphire Chambers, Baner Road, Baner, Pune - 411045 Tel: 91-20-2721 8080, e-mail: tininfo@proteantech.in</p>
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Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)







# **LEGAL OPINION FOR CONSORTIUM**





**C.S. KAPTAN**

Senior Advocate

Kaptanwada, Zenda Chowk, Mahal, Nagpur-440032  
Phone:- 9422107369 Email:- cskaptan@gmail.com

**OPINION**

My opinion is sought on letter dated 05.06.2023, issued by Prafulved Infra and Praful Deshmukh Associates 5 LLP regarding intimation of forming SPV as per Consortium Agreement under LLP Act, 2008.

It appears that the Corporation has invited bids for development of N.M.C. Mixed Use Commercial Complex Project on plot no.5 of Orange City Street Project of N.M.C. at Nagpur on Design, Built, Finance, Maintain and Sale Mode. Pursuant to this Prafulved Infra Pvt. Ltd. and Praful Narendra Deshmukh (Prop.) (J. V.) submitted its bid and the same has been accepted by the Nagpur Municipal Corporation. The N.M.C. is also issued letter of Award to Prafulved Infra Pvt. Ltd. and Praful Narendra Deshmukh (Prop.) (J.V.) on 26.04.2023. As per the bid document, the joint venture consortium could submit its bid validly. Clause -6 of the RFP provides for other instructions to the bidder. Clause - 6.2.2 provides that the selected bidder has the option to formulate Special Purpose Vehicle (the 'SPV') incorporated under the Indian Companies Act, 1956 / 2013 / Partnership Act, 1932 / LLP Act, 2008 to execute the Development Agreement and Implement the Project. This is subject to certain other conditions as mentioned under the clause.

## **C.S. KAPTAN**

Senior Advocate

Kaptanwada, Zenda Chowk, Mahal, Nagpur-440032  
Phone:- 9422107369 Email:- cskaptan@gmail.com

It appears that Prafulved Infra Pvt. Ltd. and Praful Narendra Deshmukh (Prop.) (J.V.) has submitted the joint venture agreement and has also submitted letter informing that it has formed SPV as per the consortium agreement under LLP Act, 2008. The SPV is named as Prafulved Infra and Praful Deshmukh Associates 5 LLP. The bidder has sought approval to the name of said SPV and formation thereof from the Municipal Corporation and for that purpose my opinion is sought.

I have seen the relevant documents. In my opinion, the Corporation should not have any objection to permit the successful bidder to form SPV i.e. Prafulved Infra and Praful Deshmukh Associates 5 LLP as requested by the successful bidder. This is permissible as per Clause 6.2.2. of the RFP document. This does not change the nature of award of contract in favour of the original bidder i.e. Prafulved Infra Pvt. Ltd. and Praful Narendra Deshmukh (Prop.) (J.V.). The only thing that will have to be seen is that the formation of SPV is in conformity with the conditions mentioned in Clause 6.2.2. and such other condition as provided in RFP document. Formation of SPV for execution of contract by the successful bidder is a trade practice and it is for the convenience of both the employer and the awardee of the contract.

I have also seen the legal opinion of Advocate Shri Girish A. Kunte. On this issue, however, I respectfully disagree with his opinion.

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**C.S. KAPTAN**

Senior Advocate

Kaptanwada, Zenda Chowk, Mahal, Nagpur-440032  
Phone:- 9422107369 Email:- cskaptan@gmail.com

Hence, I am of the opinion that the successful awardee can be permitted to form SPV for execution of project and an agreement can also be executed with the proposed SPV.

Hence this opinion.

*C. S. Kaptan*

**C.S. KAPTAN,**  
Senior Advocate.





**CONSTITUTION  
DOCUMENTS &  
LEGAL OPINION  
FROM COUNSEL**







**GOVERNMENT OF INDIA**  
**MINISTRY OF CORPORATE AFFAIRS**  
Central Registration Centre

## **Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

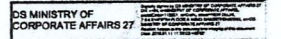
I hereby certify that PRAFULVED INFRA PRIVATE LIMITED is incorporated on this Eleventh day of January Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company U45200MH2019PTC319415.

The Permanent Account Number (PAN) of the company AAKCP2972M\*

The Tax Deduction and Collection Account Number (TAN) of the company is NGPP06538A\*

Given under my hand at Manesar this Eleventh day of January Two thousand nineteen .



Digital Signature Certificate

Mrs. ANJALI POKHRIYAL

Assistant Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

Mailing Address as per record available in Registrar of Companies office:

PRAFULVED INFRA PRIVATE LIMITED

F NO 501, SHRIKRSHNA RESIDENCY, DHARAMPETH, NAGPUR, Nagpur,

Maharashtra, India, 440010



\* as issued by the Income Tax  
Department





[Pursuant to Schedule I (see Sections 4 and 5) to  
the Companies Act, 2013]] FORM NO. INC-33

## SPICE MOA

(e-Memorandum of Association)

MOA language: ☒ English ☐ Hindi

SRN of RUN

H39962741

Pre-fill

\* Table applicable to company as notified under schedule I of the companies Act, 2013

A

### Table A- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1. The Name of the Company is

PRAFULVED INFRA PRIVATE LIMITED

2. The Registered office of the company will be situated in the state of

Maharashtra-MH

3.(a) The objects to be pursued by the company on its incorporation are

To carry on the business and to act, as Promoters, Land Developers, builders, residential and commercial construction contractors, developers of technology park, software parks, business parks, bio-technology park, Estate Brokers, Estate Agents, erectors of factories, industries, industrial sheds and to construct, execute, carry, equipments, improve, develop works and buildings, roadways, docks, harbors, wharfs, water courses, reservoirs, bridges, wells, embankments, irrigations, agricultural, non-agricultural land, erection works, reclamations, sewage, drainage and other buildings and any kind of work in connection with building and real estate, civil contractors, infrastructure development and other things related to construction undertaken from Government or other bodies corporate, whether in India or abroad and to carry on the business of consultancy and management services in the areas of real estate development, building, construction, infrastructure development and technical layouts, plans, blueprints, designs for the purpose of construction and building of houses, bungalows, residential apartments, hotels, holiday resorts, motels, factories, commercial premises, townships, tenements, housing schemes, co-operative societies, hospitals, gardens, bridges, roads, civil works, including for project construction management, artificial intelligence in construction management, structural design including computer aided development of and to monitor the progress of the said projects.

3.(b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are

1. To undertake and carry on the office or offices and duties of executor, administrator, attorney or nominee of, or for any person, company, corporation, association, scheme, trust, fund, government, state, municipal or other body corporate for business of the Company.
2. To operate branch of a business which this Company is authorized to carry on by means, or through the agency of, any subsidiary company or companies, and to enter into any arrangement with such subsidiary company for taking the profits and bearing the losses of any business or branches so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.
3. To enter into partnership or into any arrangement for sharing profits, amalgamation, union of interest, co-operation, joint venture, reciprocal concession or otherwise or amalgamate with any person or Company carrying on or engaged in, or about to carry on or engage in any business or transaction which the Company is authorized to carry on or act on and to take or otherwise acquire share and securities of any such company and to sell, hold, reissue with or without guarantee or otherwise deal with the same.
4. To enter into foreign or Indian technical and/or financial collaboration, partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession, or otherwise with any person, firm, corporation or government carrying on, engaged in or about to carry on or engage in any business undertaking to guarantee contracts or otherwise acquire and hold shares or securities of any such persons firms or companies, to sell, hold, re-issue with or without deal with the same.
5. To acquire and undertake the whole or any part of the business property and abilities of any person, firm or any Company carrying on any business which the Company is authorized to carry on or possessed of property suitable for the purpose of the Company.
6. To purchase, take on lease or otherwise acquire any land grants, concession and easement and hereditaments or other properties any



real or personal property, patents, licenses, rights or privileges required for the attainment of the main object of the company and to construct maintain and alter any total offices, building or works necessary or convenient for the purpose of attaining the objects of the Company.

7. To enter into any arrangement with any governments or authorities that may seem conducive to the attainment of the Company's object or any of them and to obtain from any such government or authority, any rights, privileges, licenses and concession.
8. To pay for any services rendered to the Company or for supply of technical know-how for acquisition of properties by the Company either in the shares of the Company and partly in shares or partly in cash or otherwise.
9. To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment if any real or personal property purchased or otherwise acquire by the Company or any services rendered to the Company.
10. To amalgamate, enter into any partnership or partially amalgamate with or acquire interest on the business of any other Company, person or firm carrying on or engaged in, or about to carry on engage in any business or transaction included in the objects of the Company, or enter into any arrangement for limiting competition or for sharing mutual assistance with any such person, firm or company in India or abroad or to acquire and of the acts or things aforesaid or property acquired, any share, debentures, debenture stock or securities that may be agreed upon, and to hold and retail or sell, mortgage and deal with any shares, debenture-stock or securities so received.
11. To establish or promote or concur in establishing or promoting any company or companies having similar objects for the purpose or acquiring all or any of the properties rights and liabilities of the Company and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies.
12. To sell, lease, mortgage, hypothecate, transfer, let-out, or otherwise deal with the undertaking of the Company or any property whatever, or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures and other securities of any other companies having objects altogether or in part similar to those of this Company if thought fit to distribute the same among the share holders of the Company subject to the provision of the Companies Act, 2013.
13. To create any depreciation fund, reserve fund, sinking for depreciation or for repairs, improving, extending or maintaining any of the property or other assets of the Company or for redemption of debentures of transferable preference shares or for any purpose whatsoever conducive to the interest of the Company.
14. To advance money loan or give credit with or without security to such person or companies and on such terms as may seem expedient and to guarantee to become liable for the payment of money or for the performance of any obligations, and generally to transact all kinds of guarantee business and also to transact all kinds of trust and agency business.
15. To invest the funds in shares, stocks, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or in any foreign country and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any Government, Sovereign Rulers, Commissioners, public body, or authority supreme, municipal, local or otherwise whether at home or abroad.
16. To receive money on deposit other than public deposits or loan other than public deposit borrow or raise money in such manner as the Company shall think fit without doing Banking business within the meaning of the Banking Regulation Act, 1949 and Rules or Regulation framed there under and in particular by the issue of debentures, debenture stock (Perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon all or any of the property or assets of the Company (both present and future) including its capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance of contracts or obligation undertaken by the Company or any other person on behalf of the Company as the case may be subject to Section 58-A and R.B.I. Directives.
17. To negotiate loans, underwriting contract, mortgages, equity participation, cash credit, overdrafts and other financial facilities from Bank, Financial institutions, Government or semi Government bodies and others on behalf of the companies, or association, which they are assisting to promote.
18. To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on (or proposing to carry on) any business which the company is authorized to carry on.
19. To sell, transfer or dispose of the business, property or undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
20. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instrument or securities.
21. To apply for, purchase or otherwise acquire and protect, prolong and renew in India and abroad, any patents, patent rights, brevets invention, trademarks, design licenses, protections, concession, conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purpose of the Company and to use, exercise, develop or grant licenses or privilege in respect of or otherwise turn to account, the property, rights and information acquired and to carry on any business in any way connected therewith.
22. To open any kind of account including Current Account, Saving Bank Account, Overdraft, Loan Credits in any bank to make, accept, endorse, and execute promissory notes, bill of exchange and other negotiable instruments.



information of the Company or which the Company may acquire or propose to acquire.

24. To enter into arrangements and to take all necessary or authorities supreme, national, local, municipal or otherwise of any place in which the company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company for furthering the interest of its members and to oppose any such steps taken by any other company, firm or persons which may be considered likely to directly or indirectly prejudice the interest of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may appear to be in the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly of any legislation which may seem disadvantageous to the Company and to obtain from such Government authority or any company, any charters, decree, rights, grants, loans. Privileges or concessions, which the company may think it desirable to obtain and carry out, exercise and comply with any such agreements, characters, decrees, rights, privileges or concessions.
25. To undertake and execute any trust/discretion the undertaking whereof may seem desirable and the distribution amongst the beneficiaries, pensioners or other person entitled thereto, of any income capital or annuity, whether periodically or otherwise, and whether in money or specie, in furtherance of any trust, direction, discretion other obligation or permission.
26. To apply for promote and obtain any Acts of parliament, Acts of any State, Legislature, Privileges, monopolies, licenses, concessions, patents or other rights, power or orders from the Indian Government and parliament or from any state Government or any local or other authority in any part of the world and to enable the company to carry out any of its objects into effect or for any other purpose which may seem expedient.
27. To adopt such means of making known the business of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes and rewards and donation.
28. To employ officers, clerk, agents, field officers, trainers, auditor, laborers and other servants' brokers or commission agents and to provide for the payment to them of such salaries, commission, brokerage or remunerations as may be found fit, expedient and necessary of desirable.
29. To undertake and execute any trust, the undertaking of which may seem to the company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the companies in any person or company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
30. To subscribe or donate to benevolent, charitable, national or other institutions, or objects of public character or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
31. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade, including any association, institution of fund for the protection of the interest of the masters, owners and employers against loss by bad-debts, strikes, fire accidents or otherwise or for the benefits of any clerks, workmen or others at any time employed by any company or any of its at any time employed by any company or any of its predecessors in business or their families or dependents and to grant gratifications, pensions and allowances and then to contribute to any funds raised by public or local subscription for any purpose whatsoever, subject to the provision of the Act.
32. To make donation to such persons or institution made in such cases and either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's object or otherwise expedient and particular to remunerate any person or corporation introducing business to this Company, and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent, national, public or other institutions, objects or for any public or and to establish and support association, institution, objects or for any public or and to establish and support associations, institutions, funds, trusts and convenience for the benefit of the employees or ex employees (including Directors) of the Company or its predecessors in business or the dependents, with such persons and in particular other benefits societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or a lump sum and to make payments towards insurance and to form, contribute to provident and benefit funds of or for such persons.
33. To establish and maintain or produce the establishment and maintenance of any contributory or non - contributory pensions or superannuation funds for the benefit of and give or procure the giving of donations, gratitude, pensions, allowances or employments to any persons, allowances or employment or services of the company, or were at any time in the employment or service of the company, or who are or were at any time Directors or officers of the Company or and the wives, widows, families and subsidize and subscribe to any institutions, associations, clubs or funds calculate to be for the benefit of or to advance the interests and to well-being of the company and make payments to or towards the insurance of any such persons as aforesaid.
34. To distribute among the members in specie and property of the Company, or any proceeds of sale or disposal of any property of the company, in the events of its being wound-up subject to the provision of the Companies Act, 2013.
35. To pay out of the funds of the Company all expenses which the company may lawfully pay with respect to the promotion, formation and registration of the company or the issue of its capital, including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
36. To appoint, remunerate and indemnify officers, directors, agents and servants of the Company against proceedings, costs, damages, claims, and demands in respect of anything done by them for and in interest of the Company or any loss, damage or misfortune whatever which shall happen in execution of the duties of their office or in relation thereof.
37. To procure the recognition of the company under the laws or regulation of any other country and to do all acts necessary for carrying on any business or activity.



38. To insure with any other Company, firm or persons against losses, damages and risks of all kinds which may affect the company and to defend for rights in respect properties of the Company as may be deemed necessary from time to time.

4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The share capital of the company is 

100,000.00
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 rupees, divided into,

10,000.00	Equity	shares of	10.00	rupees each	
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- 6 ☒ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:



S.No.	Subscriber Details					
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of shares taken		DSC	Dated
1	NAME: PRAFUL NARENDRA DESHMUKH S/O: NARENDRA NILKANTH DESHMUKH ADDRESS: 501,SHRIKRISHNA RESIDENCY,SHIVAJI NAGAR,DHARAMPETH, NAGPUR-440010 DOB: 27/03/1982 OCC: BUSINESS	03039307	9600	Equity	PRAFUL NARENDRA DESHMUKH <small>Digitally signed by PRAFUL NARENDRA DESHMUKH Date: 2019.01.04 13:13:32 +05'30'</small>	04/01/19
2	NAME: SANJIV VINODKUMAR SAHU S/O: VINODKUMAR KISANKUMAR SAHU ADDRESS: 198, SAKET,DHARAMPETH EXTENSION, DHARAMPETH,NAGPUR-440010 DOB:15/03/1961 OCC:BUSINESS	ACPPS5151F	400	Equity	SANJIV VINODKUMAR SAHU <small>Digitally signed by SANJIV VINODKUMAR SAHU Date: 2019.01.04 13:13:53 +05'30'</small>	04/01/19
Total Shares taken			10,000.00	Equity		

Signed before Me					
Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	DSC	Dated	
ACA	NAYAN B DEOLASI FLAT NO B-1106,RACHANA MEGHSPARSH APT,JAITALA ROAD,BHAMTI,NAGPUR-440036 OCC: CA	180938	NAYAN BHARATKUMAR DEOLASI Digitally signed by NAYAN BHARATKUMAR DEOLASI Date: 2019.01.04 13:14:55 +05'30'	04/01/19	

Modify

Check Form





[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

**SPICE AOA**

(e-Articles of Association)

AOA language ☒ English ☐ Hindi

SRN of RUN

H39962741

Prefill

\*Table ☐ F as notified under schedule I of the companies Act, 2013 is applicable to the company

PRAFULVED INFRA PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

		Article No	Description
			<i>Interpretation</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>(1) In these regulations – (a) "the Act" means the Companies Act, 2013, (b) "the seal" means the common seal of the company.</p> <p>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.</p> <p>PRIVATE COMPANY</p> <p>1. The Company is a Private Company within the meaning of Section 2(68) of the Companies Act, 2013 and accordingly:-</p> <p>(a) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing.</p> <p>(b) The number of members of the Company (exclusive of persons who are in the employment of the Company, and persons who having been formerly in the employment of the Company, were members of the Company while in the employment and have continued to be members after the employment ceased) shall be limited to two hundred; provided that for the purpose of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member, and</p> <p>(c) No invitation shall be issued to the public or subscribe for any securities of the Company.</p>
			<i>Share capital and variation of rights</i>
<input type="checkbox"/>	<input type="checkbox"/>	II 1	Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2	<p>(i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided, – (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.</p> <p>(ii) Every certificate shall be under the seal, if any of the company or signed by two directors or by a director and the Company Secretary, wherever the Company has appointed a Company Secretary and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders</p>
<input type="checkbox"/>	<input type="checkbox"/>		(i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the



		3	company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.  (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company.
<input type="checkbox"/>	<input type="checkbox"/>	4	Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
<input type="checkbox"/>	<input type="checkbox"/>	5	(i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder. (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40. (iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
<input type="checkbox"/>	<input type="checkbox"/>	6	(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.  (ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
<input type="checkbox"/>	<input type="checkbox"/>	7	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.
<input type="checkbox"/>	<input type="checkbox"/>	8	Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.
			<b>Lien</b>
<input type="checkbox"/>	<input type="checkbox"/>	9	(i) The company shall have a first and paramount lien – (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company: Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.  (ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
<input type="checkbox"/>	<input type="checkbox"/>	10	The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien: Provided that no sale shall be made – (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
<input type="checkbox"/>	<input type="checkbox"/>	11	(i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.  (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
<input type="checkbox"/>	<input type="checkbox"/>	12	(i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

**Calls on shares**



<input type="checkbox"/>	<input type="checkbox"/>	13	<p>(i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times: Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.</p> <p>(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.</p> <p>(iii) A call may be revoked or postponed at the discretion of the Board.</p>
<input type="checkbox"/>	<input type="checkbox"/>	14	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
<input type="checkbox"/>	<input type="checkbox"/>	15	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<input type="checkbox"/>	<input type="checkbox"/>	16	<p>(i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.</p> <p>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>
<input type="checkbox"/>	<input type="checkbox"/>	17	<p>(i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p>
<input type="checkbox"/>	<input type="checkbox"/>	18	<p>The Board --</p> <p>(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and</p> <p>(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.</p>
			<b>Transfer of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	19	<p>(i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.</p> <p>(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p>
<input type="checkbox"/>	<input type="checkbox"/>	20	<p>The Board may, subject to the right of appeal conferred by section 58 decline to register --</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or</p> <p>(b) any transfer of shares on which the company has a lien.</p>
<input type="checkbox"/>	<input type="checkbox"/>	21	<p>The Board may decline to recognise any instrument of transfer unless --</p> <p>(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;</p> <p>(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</p> <p>(c) the instrument of transfer is in respect of only one class of shares.</p>
<input type="checkbox"/>	<input type="checkbox"/>	22	<p>On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:</p> <p>Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.</p>
			<b>Transmission of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	23	<p>(i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares</p> <p>(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p>



<input type="checkbox"/>	<input type="checkbox"/>	24	<p>(i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p>
<input type="checkbox"/>	<input type="checkbox"/>	25	<p>(i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.</p> <p>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.</p>
<input type="checkbox"/>	<input type="checkbox"/>	26	<p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p>
			<b>Forfeiture of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	27	<p>If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.</p>
<input type="checkbox"/>	<input type="checkbox"/>	28	<p>The notice aforesaid shall –</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p>
<input type="checkbox"/>	<input type="checkbox"/>	29	<p>If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.</p>
<input type="checkbox"/>	<input type="checkbox"/>	30	<p>(i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.</p> <p>(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>
<input type="checkbox"/>	<input type="checkbox"/>	31	<p>(i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.</p> <p>(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.</p>
<input type="checkbox"/>	<input type="checkbox"/>	32	<p>(i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;</p> <p>(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;</p> <p>(iii) The transferee shall thereupon be registered as the holder of the share; and</p> <p>(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title</p>



			to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
<input type="checkbox"/>	<input type="checkbox"/>	33	The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
			<b>Alteration of capital</b>
<input type="checkbox"/>	<input type="checkbox"/>	34	The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
<input type="checkbox"/>	<input type="checkbox"/>	35	Subject to the provisions of section 61, the company may, by ordinary resolution, -- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination; (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum; (d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
<input type="checkbox"/>	<input type="checkbox"/>	36	Where shares are converted into stock, -- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. (c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.
<input type="checkbox"/>	<input type="checkbox"/>	37	The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law, -- (a) its share capital; (b) any capital redemption reserve account; or (c) any share premium account.
			<b>Capitalisation of profits</b>
<input type="checkbox"/>	<input type="checkbox"/>	38	(i) The company in general meeting may, upon the recommendation of the Board, resolve -- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards -- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively; (B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B); (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares; (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.



<input type="checkbox"/>	<input type="checkbox"/>		<p>(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall --</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>(ii) The Board shall have power --</p> <p>39 (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;</p> <p>(iii) Any agreement made under such authority shall be effective and binding on such members.</p>
			<b>Buy-back of shares</b>
<input type="checkbox"/>	<input type="checkbox"/>	40	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.
			<b>General meetings</b>
<input type="checkbox"/>	<input type="checkbox"/>	41	All general meetings other than annual general meeting shall be called extraordinary general meeting.
<input type="checkbox"/>	<input type="checkbox"/>	42	<p>(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.</p> <p>(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.</p>
			<b>Proceedings at general meetings</b>
<input type="checkbox"/>	<input type="checkbox"/>	43	<p>(i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.</p> <p>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.</p>
<input type="checkbox"/>	<input type="checkbox"/>	44	The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
<input type="checkbox"/>	<input type="checkbox"/>	45	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	46	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
			<b>Adjournment of meeting</b>
<input type="checkbox"/>	<input type="checkbox"/>	47	<p>(i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.</p> <p>(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.</p> <p>(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>
			<b>Voting rights</b>



<input type="checkbox"/>	<input type="checkbox"/>	48	Subject to any rights or restrictions for the time being attached to any class or classes of shares, – (a) on a show of hands, every member present in person shall have one vote; and (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
<input type="checkbox"/>	<input type="checkbox"/>	49	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
<input type="checkbox"/>	<input type="checkbox"/>	50	(i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. (ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
<input type="checkbox"/>	<input type="checkbox"/>	51	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
<input type="checkbox"/>	<input type="checkbox"/>	52	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
<input type="checkbox"/>	<input type="checkbox"/>	53	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid
<input type="checkbox"/>	<input type="checkbox"/>	54	(i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. (ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
			<b>Proxy</b>
<input type="checkbox"/>	<input type="checkbox"/>	55	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
<input type="checkbox"/>	<input type="checkbox"/>	56	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105
<input type="checkbox"/>	<input type="checkbox"/>	57	A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
			<b>Board of Directors</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	58	The number of Directors shall not be less than two and not more than fifteen. ii) The Following shall be the First directors of the Company. i. Praful Narendra Deshmukh S/o. Narendra Deshmukh ii. Sanjiv Vinodkumar Sahu S/o. Vinodkumar Sahu  iii) The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them.
<input type="checkbox"/>	<input type="checkbox"/>	59	(i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them – (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or (b) in connection with the business of the company.
<input type="checkbox"/>	<input type="checkbox"/>	60	The Board may pay all expenses incurred in getting up and registering the company.
<input type="checkbox"/>	<input type="checkbox"/>	61	The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.



<input type="checkbox"/>	<input type="checkbox"/>	62	All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine
<input type="checkbox"/>	<input type="checkbox"/>	63	Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
<input type="checkbox"/>	<input type="checkbox"/>	64	(i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles. (ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.
			<b>Proceedings of the Board</b>
<input type="checkbox"/>	<input type="checkbox"/>	65	(i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. (ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
<input type="checkbox"/>	<input type="checkbox"/>	66	(i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	67	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
<input type="checkbox"/>	<input type="checkbox"/>	68	(i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	69	(i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	70	(i) A committee may elect a Chairperson of its meetings. (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
<input type="checkbox"/>	<input type="checkbox"/>	71	(i) A committee may meet and adjourn as it thinks fit. (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
<input type="checkbox"/>	<input type="checkbox"/>	72	All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
<input type="checkbox"/>	<input type="checkbox"/>	73	Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.
			<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>
<input type="checkbox"/>	<input type="checkbox"/>	74	Subject to the provisions of the Act, -- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;



			(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer
<input type="checkbox"/>	<input type="checkbox"/>	75	A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
			<b>Dividends and Reserve</b>
<input type="checkbox"/>	<input type="checkbox"/>	77	The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
<input type="checkbox"/>	<input type="checkbox"/>	78	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
<input type="checkbox"/>	<input type="checkbox"/>	79	(i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.  (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve
<input type="checkbox"/>	<input type="checkbox"/>	80	(i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.  (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.  (iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
<input type="checkbox"/>	<input type="checkbox"/>	81	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
<input type="checkbox"/>	<input type="checkbox"/>	82	(i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.  (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
<input type="checkbox"/>	<input type="checkbox"/>	83	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
<input type="checkbox"/>	<input type="checkbox"/>	84	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
<input type="checkbox"/>	<input type="checkbox"/>	85	No dividend shall bear interest against the company.
			<b>Accounts</b>
<input type="checkbox"/>	<input type="checkbox"/>	86	(i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.  (ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.
			<b>Winding up</b>
<input type="checkbox"/>	<input type="checkbox"/>		Subject to the provisions of Chapter XX of the Act and rules made thereunder --  (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the



			whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.
		87	<p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p>
			<b>Indemnity</b>
<input type="checkbox"/>	<input type="checkbox"/>	88	Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.
<input checked="" type="checkbox"/>			<b>Others</b>
			<p><b>89. BORROWING POWERS</b></p> <p>i) Subject to section 73 and 179 of the Companies Act, 2013, and Regulations made there under and Directions issued by the RBI the directors may, from time to time, raise or borrow any sums of money for and on behalf of the Company from the member or other persons, companies or banks or they may themselves advance money to the company on such interest as may be approved by the Directors.</p> <p>ii) The Directors may, from time to time, secure the payment of such money in such manner and upon such terms and conditions in all respects as they deem fit and in particular by the issue of bonds or debentures or by pledge, mortgage, charge or any other security on all or any properties of the Company (both present and future) including its uncalled capital for the time being.</p> <p><b>90. OPERATION OF BANK ACCOUNTS</b></p> <p>The Directors shall have the power to open bank accounts to sign cheques on behalf of the Company and to operate all banking accounts of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies and bills or may authorize any other person or persons to exercise such powers.</p> <p><b>91. AUDIT</b></p> <p>89 (a) The first Auditor of the Company shall be appointed by the Board of Directors within one month from the date of registration of the Company and the Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.</p> <p>(b) At first annual General Meeting the Company shall appoint an Auditor to hold Office from the conclusion of the Meeting till the conclusion of its sixth Annual General Meeting and thereafter till the conclusion of every six meeting.</p> <p>(c) The remuneration of the Auditor shall be fixed by the Company in the Annual General Meeting or in such manner as the Company in the Annual General Meeting may determine. In case of an Auditor appointed by the Board his remuneration shall be fixed by the Board.</p> <p><b>92. SECRECY</b></p> <p>Subject to the provisions of law of land and the act, every manager, auditor trustee, member of a committee, officer servant, agent accountant or other persons employed in the business of the company shall, if so required by the Board of Directors before entering upon his duties, sign, declaration, pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of account with individuals and in matters relating thereto and shall by such declaration pledge himself, not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the directors or by any court of law and except so far as may be necessary in order to comply with any of the provisions in these presents.</p>



Subscriber Details					
S. NO	Name, Address, Description and Occupation	DIN/PAN/Passport Number	Place	DSC	Dated
1	NAME: PRAFUL NARENDRA DESHMUKH S/O: NARENDRA NILKANTH DESHMUKH ADDRESS: 501,SHRIKRISHNA RESIDENCY,SHIVAJI NAGAR,DHARAMPETH, NAGPUR-440010 DOB: 27/03/1982 OCC: BUSINESS	03039307	NAGPUR	PRAFUL NARENDRA DESHMUKH Digitally signed by PRAFUL NARENDRA DESHMUKH Date: 2019.01.04 13:16:38 +05'30'	04/01/2019
2	NAME: SANJIV VINODKUMAR SAHU S/O: VINODKUMAR KISANKUMAR SAHU ADDRESS: 198, SAKET,DHARAMPETH EXTENSION, DHARAMPETH,NAGPUR-440010 DOB:15/03/1961 OCC:BUSINESS	ACPPS5151F	NAGPUR	SANJIV VINODKUMAR SAHU Digitally signed by SANJIV VINODKUMAR SAHU Date: 2019.01.04 13:17:19 +05'30'	04/01/2019

Signed Before Me							
Name		Address, Description and Occupation		DIN/PAN/ Passport Number/ Membership Number	Place	DSC	Dated
ACA	NAYAN B DEOLASI	FLAT NO B-1106,RACHANA MEGHSPARSH APT,JAITALA ROAD,BHAMTI,NAGPUR-440036 OCC: CA		180938	NAGPUR	NAYAN BHARAT KUMAR DEOLASI <small>Digitally signed by NAYAN BHARAT KUMAR DEOLASI Date: 2019.01.04 12:17:49 +05'30'</small>	04/01/2019

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# **AUTHORIZED SIGNATORY**

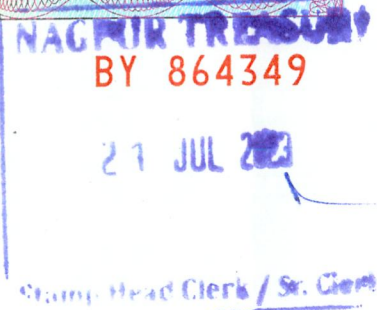






महाराष्ट्र MAHARASHTRA

2023



## GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that we, **Prafulved Infra & Praful Deshmukh Associates 5 LLP**, a Partnership firm (Income Tax PAN- ABDFP7844F) having its office at Flat No. 501, Plot no.14-A, Shrikrishna Residency, Dahake Lay-out, Khare Town, Dharampeth, Nagpur-440010 acting through its Partners, 1) **Prafulved Infra Private Limited**, a Company incorporated under the Indian Companies Act, (Income tax PAN – AAKCP2972M) having its office at Flat No. 501, Plot no.14-A, Shrikrishna Residency, Dahake Lay-out, Khare Town, Dharampeth, Nagpur-440010 acting through its Director, **Shri. Rahul S/o Rajendra Deshmukh** aged about 28 years, occupation Business R/o Plot no. 115, Priti Apartments, near Water Tank, Laxmi Nagar, Nagpur-440022, (AADHAR NO.- 2774 1827 2621) and 2) **Shri. Praful S/o Narendra Deshmukh** aged about 40 years, Occupation Business, R/o, Flat No. 501, Plot no. 14-A, Shrikrishna Residency, Dahake Lay-out, Khare Town, Dharampeth, Nagpur-440010, (Income Tax PAN – AHWPD6985A; Aadhar UIN-218172038209) hereinafter shortly termed as "**THE EXECUTANT**", do hereby appoint and constitute **Shri. Praful S/o Narendra Deshmukh** aged about 40 years, Occupation Business, R/o, Flat No. 501, Plot no. 14-A, Shrikrishna Residency, Dahake Lay-out, Khare Town, Dharampeth, Nagpur-440010, (Income Tax PAN – AHWPD6985A; Aadhar UIN-218172038209) as our attorney or agent with full authority and powers to do and execute all the following acts, deeds and things on our behalf and for us.



१) मुद्रांक विक्रीची मॉड वही अनुक्रमांक १७१९८ / २९/०१/२०२२

२) वस्तुचा प्रकार २४८

३) वस्तु मॉडेली कारणार आहेत का ? होय/नाही

४) विक्रीकृतीचे थोडक्यात वर्णन

५) मुद्रांक विक्रीचे प्रेषणासाठीचे नाव व पत्ता

६) हस्त असल्यास त्याचे नाव व पत्ता

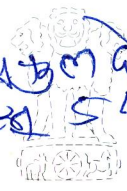
७) दुसऱ्या पक्षकाराचे नाव

८) मुद्रांक शुल्क रक्कम

विजय खोक्ले

मुद्रांक विक्रीता, ला.क्र.१७/८६ कोड क्र. ४६०१००६  
जिल्हाधिकारी परिसर, त. कार्यालय, नागपूर (शहर)

त्या कारणासाठी त्यांनी मुद्रांक खोदी केला त्यांनी त्याच कारणासाठी मुद्रांक खोदी करण्यासून व महितीचा तापरणे व अनकारक आहे.



1997





I. **WHEREAS**, the Executant is a partnership Firm in the name of Prafulved Infra & Praful Deshmukh Associates 5 LLP. and is carrying on business of Development work of "Mixed Use Commercial Complex at NMC ORANGE CITY STREET PROJECT Plot No. 5 (Near Khamla Bazar Square), Nagpur on Design-Build-Finance-Operate and Sale (DBFOS) basis as per the Tender awarded to the Firm by Nagpur Municipal Corporation, Nagpur. on the terms and conditions contained in a Deed of Partnership dated.8-6-2023:AND

II. **WHEREAS**, Under the said Deed and we have also decided that Shri. Praful S/o Narendra Deshmukh will act as the Managing Partner as he is mostly looking after the business of the said firm :AND

III. **WHEREAS**, we, the Partners of the firm are not able to attend regularly at one time to the business of the said partnership because of either our pre-occupations or other reasons and we have full confidence in Shri. Praful S/o Narendra Deshmukh :AND

IV. **WHEREAS**, in order to enable him to carry on the said business and to do all acts and things required to be done alone and without being required to approach every time for our consent or authority or signatures, we have proposed to appoint him as our express and authorised attorney or agent to do all acts and things hereunder mentioned as under :

1. To carry on the business of the said partnership Firm M/s. Prafulved Infra & Praful Deshmukh Associates 5 LLP in terms of the said Deed of Partnership dated.8-6-2023..
2. To buy and sell all goods and merchandise connected with the business of the said Firm and to pay and receive moneys in respect thereof.
3. To appoint managers, accountants, clerks, peons and other persons for carrying on different types of work in connection with the said business. to pay their salaries, wages and other emoluments as are normally paid and if necessary to remove or dismiss any one or more of them as occasion may require.
4. To acquire any premises on rent or other terms for carrying on the business of the Firm, including godowns, store rooms for storing goods.
5. To open one or more accounts in one or more Banks in the name of the Firm and to operate the same as well as those at present existing To close any such account or accounts if necessary.

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- 6.. To draw, accept, negotiate, par or satisfy any bills of exchange promissory notes, cheques, hundies, drafts, orders for payment or delivery of money, securities for goods, bills of lading railway receipts and other negotiable instruments which the said attorney as partner may think necessary or desirable in the course of the business of the Firm and the promotion thereof
  7. To sign all applications and papers required for obtaining different kind of licenses and permits from Government, Municipal, Revenue, local authorities and any other competent authorities or offices for the purpose required to be obtained under the law.
  8. To borrow moneys as may be required from time to time for the business of the company from any bank by way of overdraft or cash credit account without security or with security by way of hypothecation or pledge of the goods and moveable assets of the Firm or by mortgage, equitable or legal of any Immoveable property of the Firm or by way of drawing hundies or in other way as possible and with such rate of interest and on such terms and conditions as the said Attorney may think it.
  9. To take any moveable property required for the business of the Firm on hire or on hire purchase basis on such terms as the said attorney may think proper and to enter into and execute agreements in that behalf.
  10. To purchase, sale or take on lease or otherwise acquire any Immoveable property consisting of land or land with building or a flat or other premises in a building on ownership basis or any godown, store room and other premises required for effectually carrying on the business of the Firm.
  11. To sell or give on lease or otherwise dispose of any moveable or Immoveable property or assets of the Firm if not required by the Firm for its business or if it is profitable to do so on such terms as the said attorney may think fit.
  12. To buy and sell shares, bonds and other securities of any Company. Govt. Corporations, Local authority or any Government as may be deemed necessary in the interest of the Firm.
  13. To demand, receive, recover, collect all debts outstandings, trade dues and all moneys or property due and payable to the Firm and to pass receipts for the same.
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14. For all or any of the purposes herein contained to enter into, sign and execute agreements, deeds of any nature, such as deed of conveyance, Sale Deed, deed of mortgage, Correction Deed, deed of lease or sub lease, hire purchase agreement, Development Agreement or any other deed or document required to be executed by or in favour of the Firm.
15. To lodge for registration all deeds executed by the said attorney or in favour of the Firm and which require registration under the law and to do all other acts and things required for completing registration and admit the registration thereof.
16. To commence and prosecute any suit, or other civil or criminal proceedings on legal action in any civil or criminal court of law or Tribunals or Govt. Offices having quasi-judicial powers or forums and to recover moneys or other property moveable or immoveable, to establish any legal rights or to enforce any agreement or to claim and recover damages as may be necessary for the benefit of the business of the Firm.
17. To defend any suit or other legal proceedings against the Firm and its partners for recovery of any claim or money or property or any other cause of action.
18. For the purposes aforesaid, to sign, declare, verify or affirm complaints, Written statements of defence, petitions, affidavits and other papers and applications as may be required from time to time.
19. To appoint advocates as and when required for advice or for conducting any matter of litigation or dispute in which the firm is involved and to pay their fees.
20. To insure the property of the firm for any risk and to pay the premium as and when it becomes due.
21. To appear before any Court, Judge. Government or other officer or author and to represent the firm in connection with any matter concerning the firm.
22. To pay Income tax and other taxes payable by the Firm and for that purpose to file Income tax returns and produce Books of Account for assessment, and other documents to appear before Income Tax Officer and other Officers, to file appeals and other applications against any orders passed by the Income Tax Officer and other Officers or Appellate authority and for that purpose to engage Chartered Accountant, Tax Consultants, Advocates and other experts.

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23. To write and maintain accounts of all other dealings and business or the firm and for that purpose to maintain necessary Books of Accounts and to get them audited by a Chartered Accountant.
24. To agree to refer any dispute between the Firm and other party in any transaction or any claim made by or against the Firm for moneys or otherwise to arbitration of one or more arbitrators and to attend such arbitration on behalf of and to represent the Firm and file all statements or claim, defence and evidence before the Arbitrator or Arbitrators.
25. To compound, compromise or settle any claim due to or due by the Firm from or to any person on such terms and conditions as the said attorney may think fit or to abandon or waive any claim including a claim in any suit or legal proceeding.
26. To empower any other person authorising him to do any or all acts for which the said attorney is authorised by us.
27. To attend meetings of the shareholders of any company or corporation in which the Firm is a shareholder or any one or more partners of the Firm is or are a shareholder or shareholders as such and to exercise all the rights of the share holder in such meeting or otherwise.
28. And generally to do and execute all acts and deeds and things as are necessary to be done or executed for the business of the said Firm and which we would be required to do personally in the absence of this power of Attorney.
29. We hereby promise to affirm all things acts done by my/our lawful attorney as stated by me/us and shall always be deemed to be ratified and binding on us and We further undertake to ratify them expressly.

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Cont...6..



005

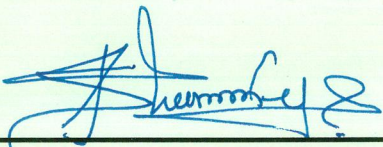
201


20)





IN WITNESS WHEREOF we have signed this power of attorney at Nagpur on this 24<sup>th</sup> day of July 2023 in presence of the attending witnesses after reading and understanding the same which is according to our instructions and desire.

WITNESSES :

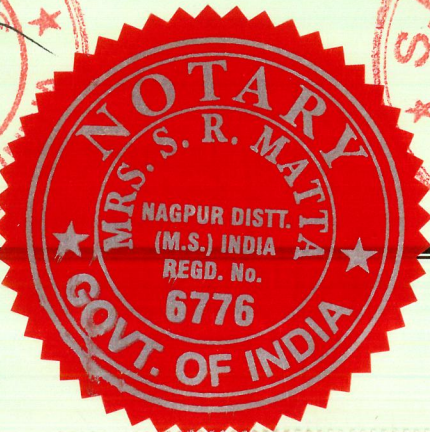
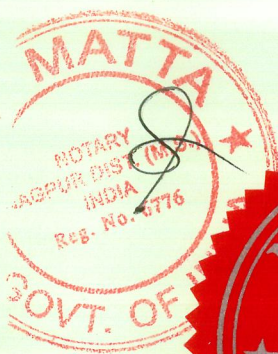
1.   
(Sandeep P. G. Dharse)


1.   
(Rahul S/o Rajendra Deshmukh)  
Director for  
PrafulVed Infra Private Limited

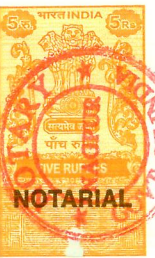
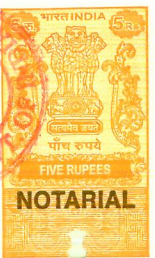
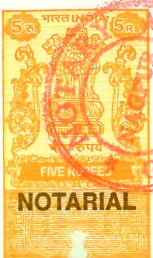
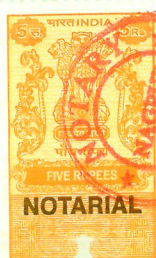
2.   
(Deva anandan P. Subbaigya)

2.   
(Praful Narendra Deshmukh)  
Partners for  
Prafulved Infra &  
Praful Deshmukh Associates 5 LLP  
EXECUTANT


Signed as an acceptance of the above said power of attorney.



  
(Praful Narendra Deshmukh)  
(POWER OF ATTORNEY HOLDER)



ATTESTED

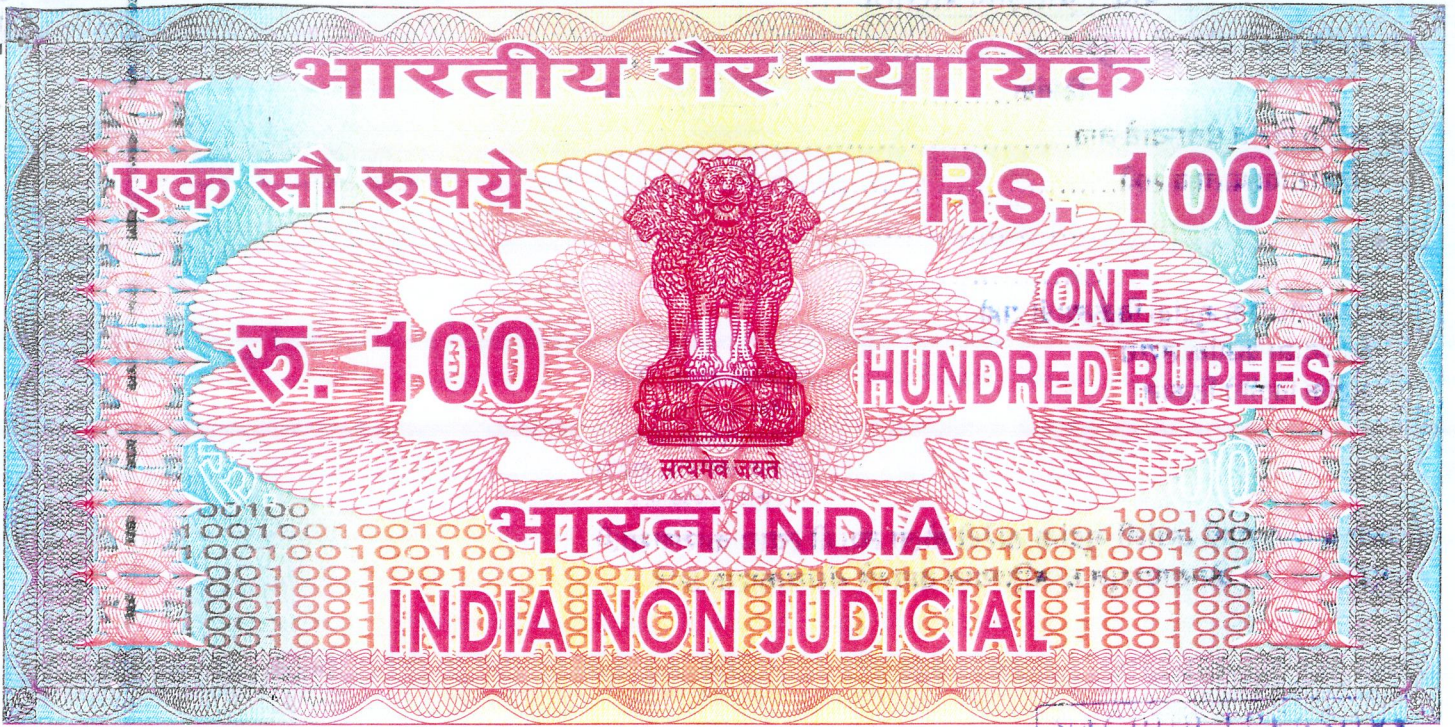
  
Mrs. S.R. MATTA  
ADVOCATE & NOTARY  
918-8, Clarke Town, Nagpur-14

202









महाराष्ट्र MAHARASHTRA

2022

NOTARIAL REG.

ENTRY NO. 3/061

DATE 20/12/2022

11AA 291644

16 DEC 2022

### Appendix A5

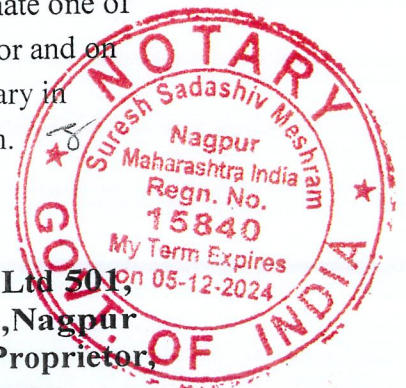
#### Power of Attorney for Lead Member of Consortium

Whereas the Nagpur Municipal Corporation, (the "NMC") has invited bids for the project "Development of NMC Mixed Use Commercial Complex (the "Project) Whereas, **Prafulved Infra Pvt Ltd and Praful Narendra Deshmukh** Proprietor (collectively the "Consortium") being Members of the Consortium are Interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, **Prafulved Infra Pvt Ltd** having our registered office at **Ltd 501, Shrikrishna Residency, Shankar Nagar, Dharampeth, Nagpur Maharashtra, 440010**, **M/s. Praful Narendra Deshmukh Proprietor**, having our registered office at **501, Shrikrishna Residency, Shankar Nagar, Dharampeth, Nagpur Maharashtra, 440010**, and (Hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize **Prafulved Infra Pvt Ltd**, having its registered office at **501, Shrikrishna**





फक्त प्रोतेझापत्रासाठी

1) मुद्रांक विक्री नोंदवही अनुक्रमांक..... 32986  
दिनांक..... 20-12-2022

2) मुद्रांक विक्रीत घेणाऱ्याचे नाव.....  
रहिवासाचा पत्ता व राही.....

3) परवानाधारक मुद्रांक विक्रेत्याची राही  
व परवाना क्रमांक तसेच  
मुद्रांक विक्रीचे ठिकाण.....

युसोध एस. डेंगरे  
रेंटल देण्डर ला. नं. 7/96  
जिल्हाधिकारी परिसर,  
तहसिल कार्यालय, नागपूर  
फोन नं. 4601059

फॉ 2967

Raw

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे





**Residency, Shankar Nagar, Dharampeth, Nagpur Maharashtra, 440010**, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with NMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Development Agreement is entered into with NMC.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 20<sup>th</sup> DAY OF December 2022.


For




Director  
(Prafulved Infra Pvt Ltd.  
501, Shrikrishna Residency,  
Shankar Nagar, Dharampeth,  
Nagpur Maharashtra, 440010)

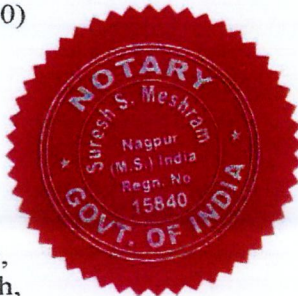


**ATTESTED**

  
**Suresh Sadashiv Meshram**  
Advocate & Notary  
Rani Durgawati Square, MC  
Complex, Flat No. A-5, 1st Floor  
Nagpur-47 Maharashtra

For

  
Proprietor  
Praful Narendra Deshmukh  
501, Shrikrishna Residency,  
Shankar Nagar, Dharampeth,  
Nagpur Maharashtra, 440010

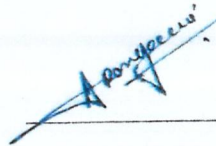


(Executants)

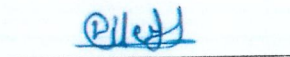


Witnesses:

1. Akash Ashok Rangari



2. Nilesh Umesh Pandit







**PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP**  
**LLPIN: - ACB-4918**

Add F NO 501, Shrikrshna Residency Dharampeth Nagpur Nagpur MH 440010 IN

Email Id: prafuldeshmukh9@gmail.com

**CERTIFIED TRUE COPY OF RESOLUTION NO.1 PASSED AT THE MEETING OF PARTNERS OF THE LLP PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP HELD AT THE REGISTERED OFFICE OF THE LLP ON FRIDAY, 21<sup>ST</sup> JULY 2023 AT 11:00 A.M.**

**AUTHORIZATION FOR ENTERING INTO AGREEMENT OF DEVELOPMENT OF MIXED COMMERCIAL COMPLEX**

The Chairman informed the Partners that there is need to authorize someone to execute the necessary documents for development of mixed commercial Complex at Plot No. 5 of Orange City Street Project, Near Khamla Bazar Square, Nagpur. He further recommended his ownname and after Due discussion following resolution was passed:

**"RESOLVED THAT**, Mr. Prafull Deshmukh, Designated Partner of the LLP be and is hereby authorized for the execution and signing of the development of mixed commercial complex at Plot No. 5 of Orange City Street Project, Near Khamla Bazar Square, Nagpur."

**"RESOLVED FURTHER THAT**, Mr. Prafull Deshmukh, Partner of the LLP be and is hereby authorized to negotiate, finalize and execute the above-mentioned agreements and documents on behalf of the LLP and do all such acts, matters, deeds and things and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for the purpose of giving effect to this resolution."

**// CERTIFIED TRUE COPY //**

**For, Prafulved Infra & Praful Deshmukh Associates 5 LLP,**



**Prafull Narendra Deshmukh**  
Designated Partner  
DIN: 03039307



**Rahul Deshmukh** **Prafull Narendra Deshmukh**  
Through, Prafulved Infra Private Limited; Designated Partner  
DIN: 08056719 DIN: 03039307







**SARANG KALE**

**ADVOCATE**

DE/10, Yogiraj-3, Plot No.101, Near Shivaji Nagar Park,  
Shivaji Nagar, Nagpur-440010 | 8055547858 | sarangmkale@gmail.com

**TO WHOM SO EVER IT MAY CONCERN**

M/s. Prafulved Infra & Praful Deshmukh Associates 5 LLP, a partnership firm through its General Power of attorney dt. 24-07-2023 has given Mr. Praful S/o Narendra Deshmukh full empowerment and authorization for the execution and signing of the Development Agreement as well as all the documents required for the Development work of "Mixed Use Commercial Complex at NMC ORANGE CITY STREET PROJECT Plot No. 5 (Near Khamla Bazar Square), Nagpur on Design-Build-Finance-Operate and Sale (DBFOS) basis which has been awarded to M/s. Prafulved Infra & Praful Deshmukh Associates 5 LLP by Nagpur Municipal Corporation, Nagpur.

I am of the opinion that any document signed by Mr. Praful S/o Narendra Deshmukh on behalf of M/s. Prafulved Infra & Praful Deshmukh Associates 5 LLP will be fully enforceable as per the law.

Place : Nagpur

Dated : 24-07-2023



  
**SARANG KALE**  
**ADVOCATE**  
Reg.No.MAH/6859/2015  
DE/10, Yogiraj-3, Plot No.101,  
Near Shivaji Nagar Park, Shivaji Nagar,  
Nagpur-440010 (M) : 8055547858

**SARANG KALE**  
**ADVOCATE**  
Reg. No. MAH/1025/2012  
D/E-10, Yashwantrao Chavan Marg, Plot No. 101,  
Near Shivaji Nagar Park, Shivaji Nagar,  
Mumbai-400016 (M) : 0222541233









फक्त प्रातज्ञापत्रासाठी

1) मुद्रांक विक्री नोंदवही अनुक्रमांक..... 32985  
दिनांक..... 20-12-2022

2) मुद्रांक विकत घेणाऱ्याचे नाव.....  
रहियासाठीचा पत्ता व सही.....

1292-216 देशमुख  
3) परवानाधारक मुद्रांक विक्रेत्याची सही  
व परवाना क्रमांक तसेच  
मुद्रांक विक्रीचे ठिकाण.....  
20-12-2022

सुबोध एस. केंगरे  
स्टॅम्प व्हेंडर ला. नं. 7/96  
जिल्हाधिकारी परिसर,  
तहसिल कार्यालय, नागपूर  
फोन नं. 4601059

For 2022

Raw

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे





IN WITNESS WHEREOF WE, Prafulved Infra Pvt Ltd, THE  
ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS  
POWER OF ATTORNEY ON 14th

DAY OF November 2022

For

(Director)

(Prafulved Infra Pvt Ltd 501, Shrikrishna  
Residency, Shankar Nagar, Dharampeth,  
Nagpur Maharashtra, 440010)

Witnesses:

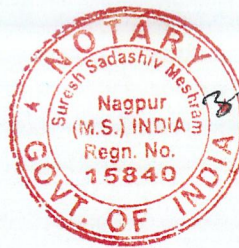
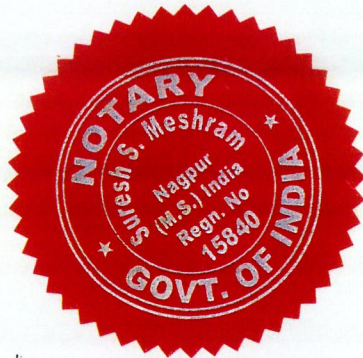
1. Akash Ashok Rangari

2. Nilesh Umesh Pandit

Accepted

Notarized

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



**ATTESTED**

*Suresh Sadashiv Meshram*  
20.12.2022  
**Suresh Sadashiv Meshram**  
Advocate & Notary  
Rani Durgawati Square, HPT  
Complex, Flat No. A-5, 1st Floor  
Nagpur-47 Maharashtra







**CONFIRMATION  
FOR  
REPRESENTATION  
AND WARRANTIES**







**PRAFULVED INFRA & PRAFUL DESHMUKH ASSOCIATES 5 LLP**  
LLPIN :- ACB - 4918

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To,  
Executive Engineer (Projects)  
Nagpur Municipal Corporation,  
Nagpur-440001.

**Subject**-Confirmation of article 8 representation and warranties as specified in draft development agreement.

Sir,

We hereby confirm to the article 8 Representation & warranties as specified in draft development agreement uploaded for bidding of development of NMC commercial complex project on plot no 5 of orange city street project of NMC at Nagpur on design, built, finance, operate and sell mode.

Yours' Faithfully



PRAFULVED INFRA & PRAFUL DESHMUKH 5 LLP

**211**

