INDIA INTERNATIONAL CONVENTION & EXHIBITION CENTRE LIMITED

EXPRESSION OF INTEREST

DEVELOPMENT OF OFFICE COMPLEX AND RETAIL BLOCK AT IICC, NEW DELHI

EOI No. []

November 16, 2018

India International Convention & Exhibition Centre Limited

Room No. 452A, Ministry of Commerce & Industry, DIPP,
Udyog Bhawan, New Delhi, India, 110 011.
Disclaimer

1. The sole purpose of this Expression of Interest document (“EoI”) is to seek market interest regarding development of office complex and retail blocks at India International Convention Centre. This EoI not a part of procurement process to select developers of the office complex or retail blocks. This EoI is neither an agreement nor an offer by India International Convention & Exhibition Centre Limited (“SPV”) to the prospective Applicants or any other person. The purpose of this EoI is to provide information to the interested parties that may be useful to them in the formulation of their Response pursuant to this EoI.

2. The SPV does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EoI Document and it is not possible for the SPV to consider particular needs of each party who reads or uses this EoI. This EoI includes statements which reflect various assumptions and assessments arrived at by the SPV in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EoI and obtain independent advice from appropriate sources.

3. The SPV will not have any liability to any prospective Applicant or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EoI, any matter deemed to form part of this EoI, the declaration of the Selected Applicant, the information supplied by or on behalf of the SPV or its employees, any consultants or otherwise arising in any way from the EoI process. The SPV will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this EoI.

4. The SPV will not be responsible for any delay in receiving the Responses. The issuance of this EoI does not imply that the SPV is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Projects and the SPV reserves the right to accept/reject any or all of the Responses submitted in response to this EoI at any stage without assigning any reasons whatsoever. The SPV also reserves the right to suspend or annul the EoI Process at any stage with intimation to all who have submitted Responses.

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

6. The SPV reserves the right to change/ modify/ amend any or all provisions of this EoI. Such revisions to the EoI / amended EoI will be made available on the official website for accessing the information related to this EoI: www.dmicdc.com (the “Official Website”)

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New Delhi

Date: November 16, 2018

1.1 Project Introduction

1.1.1 The exhibition and convention centre, Dwarka ("IICC") is envisioned as a world-class, transit-oriented, mixed use district, providing one of the largest facilities of its kind in India and Asia. The IICC is planned to be developed at Sector 25, Dwarka, New Delhi, approximately 11 Kms from IGI Airport, and will be well-connected to metro and road links. The site is 89.72 Ha. in a well-developed area in the western end of Delhi adjoining the Millennium City of Gurgaon.

![Fig. 1: Location map of IICC](image)

1.1.2 The IICC is a flagship project of Government of India. The IICC is foreseen as an internationally recognized architectural icon with innovative design and novel green building features.

1.1.3 The IICC is intended to be launched as an international brand to promote and stimulate future growth and development. The IICC will be an integrated complex with a host of mutually beneficial facilities – exhibition halls, convention centre, arena, open exhibition spaces, banquet halls, auditoria, star hotels, food and beverage outlets, offices and retail services.

1.1.4 These components will have the ability to be utilized independently or in conjunction with each other, depending upon the nature of the event.
1.1.5 The IICC district is proposed to include approximately 300,000 sq. m. of covered exhibition space (240,000 sq. m. of indoor exhibition space, 60,000 sq. m. of foyer space) and 60,000 sq. m. of convention space, as well as 50,000 sq. m. of outdoor exhibition space. In addition, it is planned to contain a sports arena of approximately 50,000 sq. m., approximately 260,000 sq. m. of hotel space, and approximately 380,000 sq. m. of commercial space for retail, entertainment and class-A offices. Approximately 28,000 basement-level car-parking spaces are also proposed. The size and diversity of the IICC suggests that each area will have unique features that define both the challenges and the opportunity to stimulate investment and generate a desirable level of success.

![Fig. 2: Layout concept of IICC as per indicative master plan](image)

<table>
<thead>
<tr>
<th>IICC Features</th>
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</thead>
<tbody>
<tr>
<td>A, B</td>
</tr>
<tr>
<td>C</td>
</tr>
<tr>
<td>D, E</td>
</tr>
</tbody>
</table>

1.1.6 The SPV intends to develop the IICC in phases. The first phase involves the development of India International Convention & Expo Centre (“IICC Phase 1”), which shall comprise the following features (indicated at A, C and D in Fig. 2):

(a) A convention centre of approximately 60,000 sq. m., and
(b) Closed exhibition area of approximately 60,000 sq. m. comprising 2 (two) exhibition halls and approximately 20,000 sq. m. of adjoining foyer. It also involves, *inter alia*, the development, engineering, financing, procurement, construction, operation and maintenance of the following developments that will form part of the IICC (the “*Projects*”). Please refer to Annexure 1 for the Master Plan:

**Office complex**

<table>
<thead>
<tr>
<th>Plot Numbers</th>
<th>Maximum permissible ground coverage: 17,664 sq. mtr</th>
<th>Maximum Permissible Built-Up Area: 133,248 sq. mtr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core use:</td>
<td>Development of an office complex</td>
<td></td>
</tr>
</tbody>
</table>

**Retail block 1**

<table>
<thead>
<tr>
<th>Plot Number</th>
<th>Maximum permissible ground coverage: 7,355 sq. mtr</th>
<th>Maximum Permissible Built-Up Area: 56,048 sq. mtr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core use:</td>
<td>Development of a retail block</td>
<td></td>
</tr>
</tbody>
</table>

**Retail block 2**

<table>
<thead>
<tr>
<th>Plot Number</th>
<th>Maximum permissible ground coverage: 8,622 sq. mtr</th>
<th>Maximum Permissible Built-Up Area: 64,242 sq. mtr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core use:</td>
<td>Development of a retail block</td>
<td></td>
</tr>
</tbody>
</table>

1.1.7 The SPV invites expression of interest to undertake the development, engineering, financing, procurement, construction, operation and maintenance of the Projects.

**1.2 Objectives**

1.2.1 The objective of this EoI is to seek expression of interest from reputed developers for the Projects.

1.2.2 The EoI includes the following documents:

- SECTION 1: Letter of Invitation
- SECTION 2: Instructions to Applicants
- SECTION 3: Response Submission Documents
- SECTION 4: Master Plan of IICC

1.3 All clarifications/ corrigenda will be published only on the Official Website.

Yours sincerely
Managing Director,
India International Convention & Exhibition Centre Limited.
Section 2 – Instructions to Applicants

2.1 Introduction

2.1.1 Applicants are advised that this EoI is not a procurement process. It is clarified that the developers for the Projects will be selected on the basis of an evaluation that will be conducted by the SPV in accordance with the selection process specified in the Open/ Closed tender process, which the SPV may undertake later, independent of this EoI process.

2.1.2 The Applicants are invited to submit responses to this EOI (“Response”) as specified in this EoI. The term “Applicant” refers to a single entity or the group of entities coming together as a consortium for the purpose of submitting a Response (“Consortium”).

2.1.3 The Applicant shall submit the Response in the form and manner specified in this EoI.

2.1.4 Following are the proposed key terms of the engagement:

(i) The selected developer shall be required to incorporate a special purpose company under the Companies Act, 2013 within 30 (thirty) days from the date of the LoA. This special purpose company (the “Developer”) shall be required to:

   (a) Enter into a development agreement (the “Agreement”) with the SPV; and
   (b) Have an office in the National Capital Region of Delhi.

(ii) The Developer shall undertake the development, engineering, financing, procurement, construction, operation and maintenance of the Projects.

(iii) The land for the Projects will be leased out to the Developer.

(iv) The term of the Agreement (“Term”) shall, subject to such extensions as may be effected pursuant to this EoI and/or the Agreement, be for a period of 63 (sixty three) years from the date the Agreement is signed.

   (a) The Developer shall achieve COD (as defined in the Agreement) within 5 (five) years from the date of signing of the Agreement:

      Provided that the SPV may, at its discretion, grant the Developer extensions to the time limit to achieve the COD, subject to a maximum period of 2 (two) years. It is clarified that such extension will be subject to the payment of an additional fee, by the Developer to the SPV, calculated, for every day of delay, at the rate of 0.1% (zero point one per cent) of the amount equivalent to the Performance Security for the relevant Contract Year; and

   (c) The Developer and SPV may, at any time during the last Contract Year, renew the Agreement by a period of not more and not less than 30 (thirty) years, on such terms as may be mutually agreed between them.

(v) The Developer shall be liable to pay to the SPV the following amounts:

   (a) The lease premium at the rate of Lease Premium Per Square Foot for the Maximum Permissible Built-Up Area (“Lease Premium”) which shall be payable in the following instalments.
<table>
<thead>
<tr>
<th>Instalment No.</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>25% of Lease Premium</td>
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<tr>
<td>2</td>
<td>7.50% of Lease Premium</td>
</tr>
<tr>
<td>3</td>
<td>7.50% of Lease Premium</td>
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<tr>
<td>4</td>
<td>7.50% of Lease Premium</td>
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<tr>
<td>5</td>
<td>7.50% of Lease Premium</td>
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<tr>
<td>6</td>
<td>7.50% of Lease Premium</td>
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<tr>
<td>7</td>
<td>7.50% of Lease Premium</td>
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<tr>
<td>8</td>
<td>7.50% of Lease Premium</td>
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<tr>
<td>9</td>
<td>7.50% of Lease Premium</td>
</tr>
<tr>
<td>10</td>
<td>7.50% of Lease Premium</td>
</tr>
<tr>
<td>11</td>
<td>7.50% of Lease Premium</td>
</tr>
</tbody>
</table>

It is clarified that:

i. Instalment No. 1 shall be payable within 30 (thirty) days of the date of issuance of the LoA or on the date the Agreement is signed, whichever is earlier;

ii. Instalment Nos. 2-11 shall be paid by the Developer to the SPV in 4 (four) equal quarterly instalments, each quarterly instalment to be paid at the beginning of each quarter of each Contract Year in which the instalment payment due date falls. For the purposes of illustration, the due date for the payment of Instalment No. 2-11 would be the first date of the relevant quarter in which such instalment is payable (for example April 1st, July 1st, October 1st or January 1st, as the case may be). The Developer shall make the payment to SPV within 15 (fifteen) days from the due date of the instalment payment by cheque or bank transfer;

iii. The Lease Premium is exclusive of all applicable Taxes, and the Developer shall be liable to pay to the SPV the Lease Premium and the applicable Taxes thereon.

(b) A common area maintenance cost per square metre of Maximum Permissible Built-Up Area of the Projects on a monthly basis commencing from the COD until the expiry of the Term or the termination of the Agreement, whichever is earlier (the “Common Area Maintenance Charge”). The Common Area Maintenance Charge payable in a Contract Year shall be:

i. communicated by the SPV to the Developer, for the Contract Year in which COD occurs, on the date of occurrence of COD, and for every subsequent Contract Year at the beginning of such Contract Year;

ii. subject to reconciliation based on the audited books of account of the SPV with respect to such Contract Year, and if, pursuant to such reconciliation, it is determined that there is any amount due to or from the Developer in respect of the Common Area Maintenance Charge for the said Contract Year, the same will be adjusted against the subsequent payment(s) due from the Developer to the SPV in respect of the Common Area Maintenance Charge.
(c) Charges on a monthly basis towards the services provided by the SPV, as described in detail in Section 5 (Services Provision) of the EoI (the “Centralised Services Charges”). The Centralised Services Charges shall be:

i. payable commencing from the COD until the expiry of the Term or the termination of the Agreement; and

ii. determined and communicated to the Developer by the SPV, for the Contract Year in which COD occurs, on the date of occurrence of COD and for every subsequent Contract Year, prior to the commencement of each Contract Year, subject to the condition that the Centralised Services Charges so determined shall be comparable with prevalent market prices for equivalent services.

(vi) For the purpose of this EoI, the term ‘Contract Year’ means:

(a) For the year in which the Agreement is signed, the period commencing on such date and expiring on the immediately succeeding March 31;

(b) Thereafter, the period commencing on April 1 and expiring on the immediately succeeding March 31; and

(c) For the calendar year in which the Term is set to expire, the period commencing on April 1 and expiring on the last day of the Term.

(vii) The SPV shall, make available to the Developer the utilities/facilities listed out in Section 5 (Services Provision) in accordance with the applicable charges (as set out in Schedule 5 (Services Provision) on or before 31 March 2024

2.1.5 Applicants shall bear all costs associated with the preparation and submission of their Responses, and their participation in the EoI Process, including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SPV or any other costs incurred in connection with or relating to its Response. The SPV is not bound to accept any Response, and reserves the right to annul the EoI Process at any time, without thereby incurring any liability to the Applicants.

2.1.6 No Applicant or its Associate shall submit more than 1 (one) Response. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another Response either individually or as a member of any other Consortium, as the case may be.

2.2 Clarification and amendment of EoI

2.2.1 Applicants may seek clarification on this EoI within 1 (one) week of the date of issuance of this EoI. Any request for clarification must be sent by standard electronic means (PDF or word file)/fax to the SPV’s office addressed to:

Managing Director,
India International Convention & Exhibition Centre Limited,
Room No. 311-318, 3rd Floor, Hotel Ashok, Diplomatic Enclave,
50B Chanakyapuri, New Delhi, India 110 021.
Email: iiccdwarka@gmail.com
Fax: +91 11 2611 8889
2.2.2 At any time before the submission of Responses, the SPV may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify the EoI by an amendment. All amendments/ corrigenda will be posted only on the Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the SPV may at its discretion extend the Response due date (“RDD”).

2.3 Eligibility of Applicants

2.3.1 The Applicant, for participation in the EoI Process, may be a single entity or a Consortium.

2.3.2 An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/2013, or a body corporate incorporated under the applicable laws of its origin.

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

(i) Number of members in the Consortium shall not exceed 3 (three);

(ii) Subject to the provisions of sub-clause (i) above, the Response should contain the information required for each member of the Consortium;

(iii) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall, in the event of such Consortium being declared the Selected Applicant, hold at least 51% (fifty one percent) of the shareholding in the Developer for the duration upto second anniversary of the COD.

2.4 DELETED

2.5 Preparation, submission, receipt and opening of Responses

2.5.1 Response shall be signed by the person authorised to sign the Response on behalf of the Applicant (the “Authorized Representative”)

2.5.2 The Responses shall be submitted physically at the SPV office

2.5.3 Response to include Documents 3A, 3B, and 3C as prescribed in Section 3 of this EoI.

2.5.4 Any Response uploaded after the closing time for submission of Responses will not be considered.

2.6 Response evaluation

The Responses shall be used by the SPV for the sole purpose of identifying the packaging/ clubbing of plots for any subsequent procurement process it may undertake to select the developers for various plots at IICC.

2.7 Confidentiality
Information relating to evaluation of Responses and recommendations concerning declaration of the Selected Applicant shall not be disclosed to the Applicants who submitted Responses or to other persons not officially concerned with the process until the issuance of the LoA.

2.8 Pre-response meeting

A pre-Response meeting of the Applicants will be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Applicant will be allowed to participate on production of an authorisation letter duly signed by the Authorized Representative of the respective the Applicant.

2.9 Miscellaneous

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

2.9.2 The SPV, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(i) Suspend and/ or cancel the EoI process and/or amend and/or supplement the EoI Process or modify the dates or other terms and conditions relating thereto;

(ii) Consult with any Applicant in order to receive clarification or further information;

(iii) Retain any information and/ or evidence submitted to the SPV by, on behalf of and/ or in relation to any Applicant; and/ or

(iv) Independently verify reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.9.3 It shall be deemed that by submitting the Response, the Applicant agrees and releases the SPV, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.9.4 All documents and other information provided by the SPV or submitted by an Applicant to the SPV shall remain or become the property of the SPV. Applicants and the Developer, as the case may be, are to treat all information as strictly confidential. The SPV will not return any Response or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Developer to the SPV in relation to the Projects shall be the property of the SPV.

2.9.5 The SPV reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.10 Tentative schedule for EoI Process

2.10.1 The SPV will endeavour to follow the following schedule:

<table>
<thead>
<tr>
<th>Date of issue of EoI</th>
<th>November 16, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Response meeting</td>
<td>November 22, 2018</td>
</tr>
</tbody>
</table>
Section 3 – Response Submission Documents

Document 3A: Response Submission Letter

Document 3B: Applicant profile

Document 3C: Comments/suggestions on EOI document
To

Managing Director,
India International Convention & Exhibition Centre Limited,
Room No. 452A, Ministry of Commerce & Industry, DIPP,
Udyog Bhawan, New Delhi, India, 110 011.

EoI No. __________ dated __________ for development of office complex at IICC, New Delhi

Dear Sir,

With reference to your EoI No. __________ dated __________, we, having examined all relevant documents and understood their contents, hereby submit our Response in respect of the development of office complex and retail blocks at IICC, New Delhi ("Projects").

We are submitting our Response as [sole Applicant/ Consortium comprising [insert a list with full name and address of each member]].

We are interested in development of (please rank your preferences and N.A if not interested in that option)

<table>
<thead>
<tr>
<th>S No</th>
<th>Option</th>
<th>Preference</th>
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<tbody>
<tr>
<td>1</td>
<td>Office block</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Retail block 1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Retail block 2</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>All three developments (office block, along with retail block 1 and 2)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Complete Retail (Retail block 1 and 2)</td>
<td></td>
</tr>
</tbody>
</table>

We remain,
Yours sincerely,

Signature of Authorized Representative
[In full and initials]:
Name and Title of Signatory:
Name of Applicant/ Lead Member:
Address:
(Name and seal of the Applicant/ Lead Member)
Document 3B: Applicant profile

Our financial capacity is as follows:

<table>
<thead>
<tr>
<th>Net-worth(^1) in Financial Year 2017-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>[in figures]                          [in words]</td>
</tr>
</tbody>
</table>

Our relevant experience is provided below:

<table>
<thead>
<tr>
<th>S No</th>
<th>Project Name</th>
<th>Size (Built-up Area)</th>
<th>Location (City)</th>
<th>Project cost (Rs Cr)</th>
<th>Status of the project(^2)</th>
<th>Year of start of operations</th>
<th>Ownership in the project(^3)</th>
</tr>
</thead>
<tbody>
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<Please add rows, if needed>

Document 3C: Comments/suggestions on EOI document

Please provide comments/ suggestions on EOI documents (like clubbing of plots, broad terms and conditions of the project, etc.)

\(^1\) Net-worth shall be the summation of the subscribed and paid up share capital and the reserves and surplus, less the revaluation reserves, miscellaneous expenditure not written off, deferred revenue expenditure, and deficit in the Profit & Loss Account, if any. In the case the Applicant, member or Associate (as the case may be) is a fund, this would be minimum unleveraged investible funds

\(^2\) If under construction, please mention the percentage completion as on the date of submission

\(^3\) Please mention if the ownership of the Applicant or its subsidiary is greater than 51%/ greater than 26%/ lesser than 26%
Section 5 – Services Provision

The following services shall be provided to the Developer by the SPV or its designated agency

1. Domestic Water
   a. The Developer shall estimate the domestic water requirement of the Project as per prevalent norms and notify the SPV of the same.
   b. The SPV shall ensure 24x7 supply of domestic water in accordance with the estimates of the Developer as per clause 1.1 above. The domestic water so supplied by the SPV shall be as per prevalent quality norms of DJB.

2. Sewage Treatment Plant (STP)
   a. SPV will ensure adequate capacity of STP within the complex.

3. Recycled Sewage Water
   a. The SPV shall ensure 24x7 supply of recycled water for flushing and horticulture uses of the Developer, in accordance with the estimates of the Developer as per clause 1.1 above, upto the 80% of domestic water consumed by the Developer. The recycled sewage water so supplied by the SPV shall be as per the prevalent quality norms of defined in NBC 2016.

4. Yard Hydrant and Hydrant Network Pipeline
   a. The SPV shall provide charged water for Fire Fighting to the Developer at the latter’s plot boundary. The Developer shall be responsible for the Fire Fighting Network within the Project.

5. High Speed Diesel (HSD)
   a. The SPV or its contracted HSD Oil Marketing Company shall make HSD available to the Developer. The Developer should provide the monthly HSD requirement to the SPV, one week before beginning of every month.

6. PNG Supply
   a. The SPV shall empanel a PNG supplier vendor with whom the Developer may enter into a commercial agreement as per requirement.

7. Solid Waste Management System
a. The SPV shall provide a pneumatic based solid waste management system of adequate capacity as per prevalent norms at all times to the Developer.

8. Power Grid Supply

a. The SPV shall provide infrastructure for 11kV line at the Developer’s plot boundary. The Developer shall be responsible for converting the 11kV supply to appropriate voltage of use.

b. The Developer shall take the 11KV connection directly from the electricity distribution company.

c. As per Environmental Clearance received by the SPV, the Developer shall generate solar power for a minimum of 5% (five percent) of its overall monthly consumption.

9. Communication Network

a. The SPV shall empanel 3 ICT service providers, any of whom the Developer may choose to enter into a commercial agreement as per their choice.

10. District Cooling

a. The SPV shall supply 24x7 chilled and heated water to the Developer as per Design Specifications listed below.

11. Design Specifications: Input temperature of 5.5 °C and output temperature of 14.5 °C for chilled water and 50 °C - 60 °C for hot water, where hot water shall only be used for heating purposes and not for use in kitchen/ bath room. [Hot water provision applicable only for hotels]. Developer shall communicate its HVAC water requirements to the SPV.

12. Rainwater harvesting and Storm Water Drainage

The SPV has planned adequate modular rainwater harvesting for the entire complex.