

**RESPONSES TO QUERIES**
*Selection of Developer for An Office Complex at IICC, Dwarka, New Delhi*

S. No.	Query	Response/ Clarification
1.	Refer Section 2.1.3 r.w. 2.4.2 of the RFP. 2.1.3 States that the special purpose company should be incorporated under the Companies Act 2013 while Section 2.4.2 states that the special purpose company can be a company incorporated under the Companies Act 2013 or Companies Act 1956.	Clause 2.1.3 is applicable for SPV whereas clause 2.4.2 is applicable for the Applicant.  RfP conditions prevail
2.	Refer Section 2.1.3(iii) of the RFP. We note that the lease of the land will be granted through the development agreement itself. Kindly consider separating the lease deed from the development agreement as the development agreement currently does not contain adequate provisions as are necessary for protection of the interests of the lessee.	RfP conditions prevail
3.	Refer Section 2.1.3(iv)(b) of the RFP. What if the failure of the SPV to procure commissioning of IICC Phase I also includes the Project	RfP conditions prevail
4.	Refer Section 2.1.3(v)(b)(ii) of the RFP. Will the reconciliation of the Common Area Maintenance Charges be undertaken through an independent 3rd party?	RfP conditions prevail
5.	Refer Section 2.1.3(vi)(c) of the RFP. The definition of "Contract Year" also needs to clarify the scenario where the development agreement/lease is "terminated"	Please refer to corrigendum No. 2
6.	Refer Section 2.1.5 of the RFP. Will there be a Data Room for purposes of due diligence? Is there a title due diligence report available?	Data room was made available from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020
7.	Refer Section 2.5.10(ii) of the RFP. The section states "While submitting the Financial Proposal, or quoting the Lease Premium Per Square Foot as part of the e-Auction, as the case may be,...". Is there any difference between the "Financial Proposal" and "Lease Premium Per Square Foot" as the section appears to be making a distinction between the two.	RfP conditions prevail
8.	Refer Section 3.1.2 of Development Agreement. Upon completion of 50% of Planned Built Up Area, can the developer take only "ancillary and allied activities" under 2.1 (g) OR can it get payments which may be received pursuant to leasing/licensing of the Project?	Please refer to corrigendum No. 2
9.	Refer Section 4.2 of Development Agreement. Section requires Developer to submit "audited" books but then it goes on to say that books will be submitted to SPV for audit. Kindly clarify the contradiction.	RfP conditions prevail
10.	Refer Section 5.3(e) of Development Agreement. What if the government authorities, for no fault of the Developer, delay in grant of the approvals? Will this qualify as a force majeure event?	RfP conditions prevail

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11.	Refer Section6 of Development Agreement. There is no obligation under this Clause 6 to obtain the Applicable Permits which have to be obtained by the SPV. There needs to be a Clause for the SPV which corresponds to Clause 5.3( e) to ensure that the SPV obtains its own share of Applicable Permits.	RfP conditions prevail
12.	Refer Section13 (a) of Development Agreement. Please consider providing a longer cure period of 6-12 month considering this is a 95 year lease	RfP conditions prevail
13.	Refer Section13 (a) ( e) of Development Agreement. Please consider including a "materiality" qualifier in this provision	RfP conditions prevail
14.	Refer Section13.4 (a) (v) - 2nd Para of Development Agreement. Please clarify that this provision applies to "undisputed" claims by Contractors. This is important to clarify as any "frivolous" or disputed claims should not constitute debt of the Developer.	RfP conditions prevail
15.	Please share the planned developments and infrastructure initiatives along with timelines for the entire area as well as with respect to IICC Complex. What access and visibility is being planned for the site (off NH8, service road from Delhi, from Gurgaon); Any social infrastructure to be created in the vicinity by SPV.	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
16.	If the multiple divisions are made on a single floor plate, then can the signage/air-conditioning/fire services respectively and/or proportionately be allocated?	As per statutory requirements
17.	Please provide us with any material litigation, legal notice presently in existence or any likelihood of the same in the foreseeable future with respect to the subject land or the transaction may please be provided, if any?	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
18.	Please share timelines of other planned developments as specified in the Layout. Also, what commercial models (indicative) are being planned for such developments?	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
19.	Request you to please share details of the planned metro station at IICC Dwarka, connectivity and timelines. Also, are there any plans for metro connectivity of IICC site with Gurugram	As per DMRC, the commissioning date for the station at IICC is December 2021. This is on target, as of date, as per original timelines.
20.	What will be the Power Back Up arrangement during the construction phase and the operation phase of the Project?	Power back up to be arranged by the Developer, during construction as well as the operations.

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21.	If the Developer wants enhanced power connection, then what is the possibility and procedure for the same?	As per relevant government guidelines.
22.	At what rate will Power be provided and would the rate be different for varied operational hours?	As per prevailing rates by electricity distribution company.
23.	Please share Annexure 5 - Layout Plan of IICC Complex	Refer to corrigendum 2
24.	In Figure 2, reference for Grand Foyer Area (Highlighted as H in the table below) is missing	Refer to corrigendum 2
25.	Is it mandatory for the selected applicant to incorporate a new special purpose vehicle. Can the selected applicant use one of its existing group companies for such purpose	RfP conditions prevail
26.	Will the agreement term extend beyond 95 years due to any force majeure events during the entire period of agreement.	RfP conditions prevail
27.	The Applicant Group is real estate developer having multiple residential, commercial and retail projects in various stages of construction and operations. How does the Applicant/Developer ensure avoidance of conflict with other existing/planned projects of the Applicant/Developer?	RfP conditions prevail
28.	Can the net worth criteria be at a Group Level ?	RfP conditions prevail
29.	Can the net worth criteria be for current financial year instead of the preceding financial year as mentioned?	RfP conditions prevail
30.	Can the retail block – plot 29 be taken along the phase 1 Office blocks- 19,20,22 & 23 for development?	RfP conditions prevail
31.	Can we create connections in form of bridges to connect buildings 19,20, 22, 23 and 29?	Blocks can be connected, subject to statutory approval. Plot 29 is not in purview of current RfP.
32.	As per the design guidelines, all services are on Tap OFF. In that case, why do we require Separate DG for MUD	Power back up to be arranged by the Developer, during construction as well as the operations.
33.	Are there any end use restrictions in offices and retail?	RfP conditions prevail

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34.	Who is the legal owner of the land? Which authority will grant approvals	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.  RfP conditions prevail
35.	What will be the state of site while handing over for construction of Phase 1 MUD parcel?	RfP conditions prevail
36.	At the time of the Pre-Proposal Meeting, the signing of the letter of authorisation should be done by which Authorised Representative, if the Applicant Entity has not been finalised?	RfP conditions prevail
37.	<p>What will be approximate Common Area Maintenance Charge and Central Services Charge? These would be essential as part of the financial business model to be submitted.</p> <p>What will be the basis and coverage of the Common Area Maintenance Charge?</p>	<p>Refer to Article 11.1(b) of RfP</p> <p>It is further clarified that such Common Area Maintenance Charge:</p> <ul style="list-style-type: none"> <li>(i) shall not include recovery of capital expenditure incurred by the SPV to provide the utilities/facilities/services as listed in Schedule C;</li> <li>(ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area divided by the FAR of the overall IICC Site (10,30,500 sq. m.); and</li> <li>(iii) shall include apportioned administration costs incurred by the SPV, without any profit mark-up.</li> <li>(iv) shall include provisions for a sinking fund, for replacement of maintenance equipment, as necessary.</li> </ul>
38.	What all areas will be covered by the Common Area Maintenance Charge? Please provide a definitive list of areas that will be covered?	Areas to be covered by the Common Area shall include the following: complete landscape of IICC including all horticulture, cleanliness and maintenance of the common areas, peripheral surveillance system, external fire maintenance, maintenance of common area toilets and seating

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		arrangement, external street lighting along the road, etc.
39.	The Project requires very large investment and for its viability, exclusivity is critical. No provision currently regarding exclusivity for planned future mixed use development is provided. Request you to please share any such details.	RfP conditions prevail
40.	Can the Applicant be a direct/indirect wholly owned subsidiary of the parent company wherein the parent company is only meeting the Technical Eligibility Criteria as set in the RFP? In case the Applicant is selected as the winning bidder then can the parent company or any of it's group company shall incorporate the SPV?	RfP conditions prevail
41.	Owing to proximity to the airport, would there be additional security parameters which have to be adhered to, including CCTV, personnel, access control etc. ?	RfP conditions prevail
42.	In case of disqualification, please define/create slabs for appropriation of Bid Security by the SPV, at various stages of the selection process. (To avoid unnecessary ambiguity with respect to appropriation amount).	RfP conditions prevail
43.	Will the payments of Lease Premium, Common Area Maintenance Charge and Central Services Charge be postponed accordingly, if the Developer attains a Commercial Operation Date and the services are not in place (before or after 31st March 2024 as the case may be)?	RfP conditions prevail
44.	Can a moratorium of annual payment be considered during construction period? Further, during the construction of the project - what are the planned maintenance and other charges	RfP conditions prevail
45.	Please clarify who will make payments of property tax?	RfP conditions prevail
46.	Can the SPV consider part rebate or abatement of CAM and Central Services with respect to respective vacancy, post receipt of Occupation Certificate?	RfP conditions prevail
47.	Any development restrictions owing to the Metro (excavation issues, etc)? Permissions to be taken for the same by the Developers/Applicant.	RfP conditions prevail
48.	Will a preference/first right of refusal be provided to the selected applicant for the development of other phases not launched as yet ?	RfP conditions prevail
49.	What does transferring the project imply?	Developer is responsible to transfer the project to IICC on the termination/expiry of the agreement.

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50.	Need confirmation that rectification and remedy of defects or deficiencies are only for the project specified in the RFP.	RfP conditions prevail
51.	<p>The Recital A states that the SPV holds legal and beneficial title and ownership of the Project Site.</p> <p>i. Please clarify as to how and under which document, SPV is the legal and beneficial owner of the Project Site.</p> <p>ii. The Recital A states that the SPV has the title and ownership of the Project Site whereas the clause 2.2 (c) states that the Department of Industrial Policy and Promotion has the ownership and title. Kindly clarify the correct and current position and accordingly necessary modification in the RFP may be done.</p> <p>iii. Please provide us with the relevant documents of title along with a title search report.</p>	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
52.	<p><b>Project:-</b></p> <p>The definition of project needs clarification and modification to the extent that it is clarified that 'operation and manage' would also include the rights to commercially exploit the project sites and the planned built up area by way of a lease, sub-lease, license, revenue share and any other commercial arrangement, agreement or understanding.</p>	RfP conditions prevail
53.	Kindly confirm that the expression "Office Facility" used in the Recital E includes use of the planned built up area for any office purpose without any qualification including but not limited to commercial offices, IT/ITES etc.	RfP conditions prevail
54.	<p><b>Change in Ownership:-</b></p> <p>i. The inter-se change in shareholding within the developer group companies should be permitted and should not be considered as change in ownership.</p> <p>ii. The indirect change in the ownership should be restricted to the special purpose vehicle and not any indirect change as in case of listed companies, and changes which may occur in upstream merger and amalgamation.</p>	RfP conditions prevail
55.	<b>The Grant of Project Site:-</b>	RfP conditions prevail

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	<p>There should be an unequivocal, categoric and clear clause which grants the leasehold rights not only to construct and maintain but also expressly states that the developer should have the right to lease, license, sub-license, sub-lease or enter into any commercial agreement, arrangement or understanding with respect to or in relation to the planned built up area and Project Site.</p> <p><b>Lease Deed:-</b></p> <p>The clause 2.1 contemplates leasehold rights and also use of the expression lease. Kindly clarify whether the present Development Agreement is intended to include leasehold rights and would be executed and registered as a lease or separate lease deed along with the Development Agreement would be executed.</p> <p>In case a separate lease deed is required to be executed, then the format of the same may please be shared.</p>	
56.	<p>The clause 2.2 (g) needs to be suitably amended stating in positive language that the developer shall have the unrestrictive and unabridged rights to lease, sub-lease, license, sub-license or enter into commercial agreement, arrangement or understanding.</p> <p>The second proviso to the clause 2.2 (g) requires clarity as to whether the same is part of the planned built up area or is it outside the planned built up area. The developer should have the unrestrictive rights to lease, sub-lease, license, sub-license any such area without any restriction or enter into any commercial agreement, arrangement or understanding.</p>	RfP conditions prevail
57.	Kindly clarify and explain the linkages and dependencies with respect to the Project and IICC Phase-I	RfP conditions prevail
58.	<p>The Clause 5.1 (c) contemplates COD within a period of 4 years from the date of the signing of the Development Agreement.</p> <p>The period of 4 years should be reckoned from the date on which the last of the approvals which is the obligation of the SPV as stated in Schedule F of the Development Agreement has been obtained.</p>	Please refer to the corrigendum 2
59.	<b>Change in control:-</b>	RfP conditions prevail

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	<p>The said clause prohibits change of control without the prior permission. There should not be any such condition as long as the monetary obligation with respect to the lease premium are complied with.</p> <p>The said restriction should not be applicable in case of inter-se change in the shareholding between the developer's group companies.</p>	
60.	The clauses contemplates appointment of a authorised representative. It is requested / suggested that more than one authorised representatives be appointed by both the parties in order to ensure continuity in case one of the representative is not present for any reason whatsoever.	RfP conditions prevail
61.	<p><b>Representation and warranties of SPV:-</b></p> <p>There should be representation with respect to the title of the Project Site and the licenses and permission which have been procured by SPV.</p>	RfP conditions prevail
62.	<p>This clause should be deleted as long as the lease premium has been paid. There should be no reason for the termination of the Development Agreement itself.</p> <p>The SPV may impose penalty for non achievement of the COD for each successive year but should not have the right to terminate as no prejudice has been caused to the interest of the SPV.</p> <p>The 4 year period should be linked to the grant of approval by the statutory authorities and force majeure for the sake of clarity.</p>	RfP conditions prevail
63.	<p>Clause 13.1 (a)(iv); Clause 13.1 (a)(xi); Clause 13.1 (a)(xiv);</p> <p>These clauses should be deleted as long as the lease premium has been paid.</p>	RfP conditions prevail
64.	This clause should be deleted as it is normal for companies to merge, consolidate or amalgamate in the ordinary course of business for efficiency and commercial exigencies.	RfP conditions prevail
65.	<p>i. Dispute resolution should be in accordance with Arbitration and Conciliation Act, 1996 and any amendments made thereto and should not be restricted to the Arbitration and Conciliation (Amendment) Act, 2015.</p> <p>ii. Clause 15.2(d) provides that the arbitrator shall pass an award within 3 months from entering upon the reference. This is not in accordance with Section 29A of the Arbitration</p>	RfP conditions prevail



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	and Conciliation Act. The time period should be as per the Arbitration and Conciliation Act and any amendment made thereto.	
66.	Environment Clearance has been issued in the name of Delhi Mumbai Industrial Corridor Development Corporation Limited whereas the Development Agreement is to be executed by the SPV. Kindly clarify if any amendment to the said clearance has been made or the relation between the Delhi Mumbai Industrial Corridor Development Corporation Limited and SPV.	Environmental Clearance has been transferred in the name of IICC.
67.	Is Separate EC approval required for offices /Retail?	As per prevailing statutory requirements
68.	Will individual CTE have to be applied for those buildings to be constructed?	As per prevailing statutory requirements
69.	a. Extent of basement are limited to plot size, is the dividing retaining wall required. b. Can the basements be clubbed with adjacent plots for better efficiency?	a. Extent of basements is defined in mandatory development guidelines b. RfP conditions prevail
70.	Number of basements permitted is 4, however can additional basements be provided?	Yes, subject to statutory approval.
71.	Can the ramps serve independent of interval ramp of basements. Why are interval ramps needed?	For the purpose of this query - reference to 'interval ramps' is considered to be reference to 'internal ramps'. Internal ramps which are independent of site circulation can be designed as per developer's requirement.
72.	What is the security system for vehicles entering the site in terms of- under body scanners, boom barriers?	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
73.	Where does the car stacking take place for cars entering during the security check-in?	RfP conditions prevail.
74.	Typical floor to floor heights 3.8 m, Can these be increased to 4200 provided overall height is not impacted?	Uniform floor height is proposed for maintenance of uniformity in external façade of all buildings. Developer can suggest suitable changes considering least impact on the overall Urban Design of complex, to SPV for approval. No change

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		in height of retail floor at ground level will be considered.
75.	Strong design control for building form has been stipulated is this flexible?	Design control for building forms is recommended in order to maintain uniformity in external façade of all buildings. Developer can suggest suitable changes considering least impact on the overall Urban Design of complex, to SPV for approval.
76.	Retail proposed on ground floor along colonnade is mandatory. What about storage spaces in the basements for F&B and Retail?	Such spaces to be designed by the developer in basements, as per prevailing statutory norms and guidelines
77.	Only design work is FLS/Core/Façade as built form is pre determined. Can there be amendments to the same?	RfP conditions prevail.
78.	Building signage extent on façade defined. No location seen/suggested for tenant logo given, can these be added on façade to facilitate the end user?	RfP conditions prevail.
79.	Material palette pre determined can this be changed?	RfP conditions prevail.
80.	Retail heights should be 5000mm minimum instead of the specified 4500mm. Can these be amended keeping in view of the over height?	No. RfP conditions prevail.
81.	Can retail -office basements be integrated?	Not applicable
82.	All plots receive electrical/water/chilled water on tap, however are separate fire tanks and pump rooms required?	As per statutory requirement
83.	Hardscape within extent of site to be as per Master plan or can this be amended as per landscape design?	No. RfP conditions prevail.
84.	Is the total FAR of 169790 sqm inclusive of both malls + Retail below offices?	RfP conditions prevail.
85.	Courtyards have been given in design document for retail spaces. These should be allowed as atria and not necessarily of the specified size/shape. Can the same be amended?	Yes. Subject to Statutory approvals
86.	Which development authority will give building plan approvals- DDA/MCD/MIDC.	Competent authority

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87.	Is there any space for Provision for stacking of buses near offices (for dropping, pick-up and parking)?	Refer master plan.
88.	Is there covered path for pedestrians to reach shuttle buses?	Refer master plan.
89.	Can we shift the FSI from retail to office blocks?.	Refer master plan
90.	If we see chronologically, Annexure 2 should be there but there is no reference of the same in the RFP document.	The RfP does not contain any Annexure 2. For the purpose of sequencing, Annexure 3 follows immediately after Annexure 1.
91.	Can the step planning in phase one be avoided by shifting retail fsi to offices thus achieving more efficient office plate?	Not applicable
92.	Can the other usage provisioned at 20% in Retail Mall (Plot 29) be increased to improve financial viability of the mall	Plot 29 is not currently part of the RfP.
93.	What is the extent of flexibility allowed in architectural configuration and expression beyond the parameters prescribed in the master plan?	RfP conditions prevail
94.	Delhi fire Service (DFS) requires dedicated gravity assisted fire water to be placed on the top of the buildings will the prerogative of suitably hiding it be in the realm of the Developer's architects?	Yes
95.	Can the buildings block be interconnected at different levels?	Blocks can be connected, subject to statutory approval. Plot 29 is not in purview of current RfP.
96.	What is the maximum extent up to which we can change the visual parameters of the buildings?	RfP conditions prevail
97.	Can the entry and exit points be relocated within the parameters of the overall design?	No
98.	The core of each floor plate seems sub-optimal because of the open to sky atrium. It should be the Developer's prerogative to develop the floor plate to maximise efficiency and utility. Please re-examine.	RfP

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99.	Who will be hardscaping the areas outside the building line at street level and what will be the time schedule for that if SPV (i.e. IICC) is to do so? As well as, what are the aesthetics?	Hardscaping outside building line is SPV's responsibility. RfP conditions prevail.
100.	In the basements – is a sprinkler curtain mandatory or will regular fire wall/door type obstructions do?	As per statutory norms (DFS)
101.	CAM – To ensure robustness of bid this figure needs to be provided &, also, the guideline/norm that it will be arm's length, audited at cost, only. Furthermore, it will not exceed the cost of supply for similar facilities for such buildings. Failing which lease amount will need to be deemed to incorporate the CAM. Please confirm.	Refer to Article 11.1(b) of RfP  It is further clarified that such Common Area Maintenance Charge: (i) shall not include recovery of capital expenditure incurred by the SPV to provide the utilities/facilities/services as listed in Schedule C; (ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area divided by the FAR of the overall IICC Site (10,30,500 sq. m.); and (iii) shall include apportioned administration costs incurred by the SPV, without any profit mark-up. (iv) shall include provisions for a sinking fund, for replacement of maintenance equipment, as necessary
102.	CSC (Centralized Services Charges) – These need to be guide-lined to be as per norms for such services in NCT Delhi & where not applicable (eg. Chilled water supply) then they will be at arm's length, audited at cost, only. Furthermore, it will not exceed the cost of supply for similar facilities for such buildings. Failing which lease mount will need to be deemed to incorporate the CSC. Please confirm.	Refer to Article 11.1(c)  It is further clarified that such Centralized Services Charges: (i) shall not include recovery of capital expenditure incurred by SPV to provide the utilities/facilities/services as listed in Schedule C; (ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area

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		<p>divided by the phased planned built-up area of the overall IICC Site;</p> <p>(iii) shall be charged basis actual consumption of such services by Project; and</p> <p>(iv) shall include apportioned administration costs incurred by the SPV, without any profit mark-up.</p> <p>It is clarified that phased planned built-up area shall be calculated as follows:</p> <p>(i) For Contract Years on or before March 2025, this area shall be equal to 4,67,000 sq. m.</p> <p>(ii) For Contract Years after March 2025, this area shall be equal to 10,70,000 sq. m.</p>
103.	Date of Approvals – has to be factored into the matrix. Because Developer can only start from date of approval of at least building plans, viz. B2 of Schedule F – Approvals. This is critical because there is no guarantee of any timelines for SDMC/DFS/DPCC/DDA/DUAC approvals and risks cannot be just passed onto the Developer. Please confirm agreement.	RfP conditions prevail
104.	SPV (i.e. IICC) needs to ensure such timelines of approvals or provide guidelines to say that 90 days from date of submission failing which COD extended accordingly for all delayed days beyond 90 days. Please confirm.	RfP conditions prevail
105.	<p>Basements for Car Parking – At the IICC layout plan &amp; in that, ideally, given the metro connection &amp; the “diversity” of use &amp; movement within the IICC “complex”, itself the necessity of 3 ECS per 100 sqm needs questioning.</p> <p>Failing which massive amounts of redundant Car parking infrastructure which by necessity is more &amp; more mechanical &amp; hence prone to obsolescence as well as has limited shelf life &amp; operational robustness, creates significant challenges &amp; costs.</p> <p>Examples of complete underutilisation of other similar grossly over required &amp;, hence built facilities in NCT Delhi need to be studied. This point needs detailed action/examination to ensure that optimisation of resources occurs when developing the office buildings. Such</p>	RfP conditions prevail

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	<p>huge car parks mandated will create a big hurdle in the development and operations process.</p> <p>This needs to be reworked for creating a successful project – please confirm.</p>	
106.	<p>Airport Tunnel Link to IICC – Is this planned? If not why not? Please add a “cess” upfront on each building to ensure this gets built &amp; eases significantly the traffic burden on the city roads, as well as ensures optimisation of the value of the development proposed. Please advise time schedule and commitment as a condition precedent to the bid.</p>	RfP conditions prevail
107.	<p>Structure &amp; Parking - Is Flat Slab/PT permissible</p>	Detailed design to be undertaken by the developer.
108.	<p>Structure &amp; Parking - Is 2.9 M below the false ceiling achievable as per Grade A Office Requirements with F/F allowed height of 3.8 M</p>	Detailed design to be undertaken by the developer
109.	<p>Structure &amp; Parking - Retail can be spread on GF &amp; FF (as is indicated in sections)?</p>	RfP conditions prevail.
110.	<p>Structure &amp; Parking - Any specific restrictions from Airport Perspective (may be on terrace) or on the 5h Floor open terrace</p>	As per prevailing statutory norms
111.	<p>Structure &amp; Parking - Is Landscape allowed on the terrace and 5th Floor open terrace ( keeping 7 in view)</p>	As per prevailing statutory norms
112.	<p>Structure &amp; Parking - Are Services allowed on the terrace including the mandatory 5 % Solar PV</p>	Yes
113.	<p>Structure &amp; Parking - ECS @ 3 per 100 sqm mandates for 4000 Nos. of car Parks and hence for above 4 plots would require Stack Parking (Double) Spread across all 4 levels. Can this Parking requirement be challenged as it has to be 2ECS per 100 sqm instead and would bring the nos. to 2650 which can be more or less accommodated as without Stack or with minimal stack requirement</p>	RfP conditions prevail

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114.	HVAC - As Chilled Water is to be supplied by the SPV (District Cooling) does the Developer need to install the AHUs.	Detailed design in the scope of the developer. All internal infrastructure, within the plots under the purview of this RfP, to be provided by the developer
115.	HVAC - What about Condenser line?	Detailed design in the scope of the developer. All internal infrastructure, within the plots under the purview of this RfP, to be provided by the developer
116.	HVAC - Cooling Towers and Condenser Network in whose scope?	Detailed design in the scope of the developer. All internal infrastructure, within the plots under the purview of this RfP, to be provided by the developer
117.	HVAC - Hot Water requirement for the HVAC is not provisioned by SPV. As per RFP it would only be supplied to meet Hotel requirements. How to cater with Hot Water Requirements of HVAC in Winters ( for AHU(s))	RfP conditions prevail
118.	HVAC - Would Scrubbers be allowed on the terrace to reduce the DG Stack height and if be accepted by DPCC?	As per prevailing statutory norms
119.	HVAC - EC Clearance says that Treated water may be used for DG Cooling. However RFP states that treated water to be used only for flushing and landscape. Please clarify.	RfP conditions prevail
120.	ELECTRICAL - Can Shared DG/other common services as a backup be allowed between office plots for back up for optimum use	RfP conditions prevail
121.	PLUMBING & FF - Though Charged Hydrants are provided as common Infra does each building need to have its own Fire Tank as per norms	As per statutory norms
122.	PLUMBING & FF - Fire Water for Wet Risers etc. is to be from SPV Infra or through its internal Fire Storage Tanks	As per statutory norms

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123.	PLUMBING & FF - What are DJB characteristics (please provide guaranteed water quality as a condition precedent for the bid) for the water being supplied by the SPV basis which WTP would be installed in the premises	RfP conditions prevail
124.	PLUMBING & FF - Treated Water Supply would be 80 % of the Total Demand. Practically, the need may be 30% as Daily Fresh Water Requirement and 70% as Treated Water for Flushing/Horticulture. Any challenges? Please clarify.	RfP conditions prevail
125.	SUSTAINABILITY - Separate EC Clearance is not required as EC is already obtained for the Project? Please confirm.	EC has been obtained for the entire IICC Complex, however individual developers may please check with concerned authorities for compliance to statutory norms including EC
126.	SUSTAINABILITY - EC Clearance mandates for 1 % of renewable energy of total demand load is to be catered however RFP mandates for 5 % of Solar PV. Please clarify.	As per statutory norms
127.	SUSTAINABILITY - Separate CTE is to be obtained by the Developer? Please confirm.	As per statutory norms. This is under the scope of the Developer.
128.	SUSTAINABILITY - Buildings are to be mandatorily IGBC Platinum certified – Is this applicable for Shell and Core? Please clarify.	RfP conditions prevail
129.	Glazed elements at the roof parapet are both expensive and potentially visually not so appealing, especially since, solar panels are to be in any case fixed on the terraces. Please advise.	RfP conditions prevail
130.	We request for an extension of the Proposal Due Date by 90 days to ensure we can have it reviewed and agreed by the global boards of our Associates who generally require preparatory time to consider and approve investment transactions especially across borders. Thank you.	RfP conditions prevail
131.	Performance Security equal to 7.5% of the Lease Rent prior to signing of Development Agreement and Annual Installment No. 1 ( equal to 25% of the Lease Amount ) shall be payable within 30 days of issue of LOA or date agreement is signed whichever is earlier. Can these 30 days be made 180 days from signing of the Agreement because this will then be coterminous with the date of achievement of financial closure as specified in the RfP? Please accede.	RfP conditions prevail



S. No.	Query	Response/ Clarification
132.	As per Clause 5.1 (C) Developer Shall achieve COD within 4 (four) years from the date of signing of this Agreement. Provided that, the SPV may, at its discretion, grant the Developer extensions to the time limit to achieve 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 (Extension Fee). The extension Fee of 0.1 % per day is very very high and is requested to be reduced to 0.01% (zero point zero one per cent). Please accede.	RfP conditions prevail
133.	Please confirm whether GST is exempt on upfront Lease premium of 25%.	RfP conditions prevail
134.	Recitals - WHEREAS – B. “PROCURE” – Please explain what is to be procured	RfP conditions prevail
135.	“Applicable Permit” – Permissions which are still required to be procured by the either the Developer of SPV, what is the process, timelines for the same. Is there a provision of a Single Window Clearance for obtaining such permissions?	RfP conditions prevail
136.	“Contract Year” – it needs to be properly worded.	RfP conditions prevail
137.	ARTICLE 4 – DEVELOPMENT OF THE PROJECT - CLAUSE 4.2(b) The 80-20 distribution for dedicated office space and retails space – Can the Developer have any flexibility in this distribution.	RfP conditions prevail
138.	CLAUSE 4.2.(e )Developer should be allowed to get further mutually agreed extension beyond 180 days to raise if required to achieve financial closure.	RfP conditions prevail
139.	ARTICLE 5 – OBLIGATIONS OF THE DEVELOPER - CLAUSE 5.1 (c) if the delay is caused due to default of the SPV or matters beyond the control of the Developer, why would the Developer pay any Extension Fee for these delays.	RfP conditions prevail
140.	CLAUSE 5.2 – The Developer should be allowed to change the share pattern at 49 % and below as per the RFP terms, if so desired. This contradicts your own RFP. Only if the Developer changes his majority shareholding pattern, they should be required to take the permission of the SPV in order to do so. Please clarify this and confirm that the RFP supersedes this draft.	RfP conditions prevail
141.	ARTICLE 6 – OBLIGATIONS OF THE SPV – CLAUSE 6.1 – Consequences, if any, if the SPV fails to provide the utilities as set out in Schedule C beyond 31st March 2024?	RfP conditions prevail
142.	ARTICLE 8 – PERFORMANCE SECURITY - CLAUSE 8.2.1 – although clarified later in the agreement, this clause should also specify the period as mentioned in Article 13 – Termination, to avoid any confusion. The 15 days period to replenish the security – The Developer should be allowed at least 45 days to replenish this security.	RfP conditions prevail

**RESPONSES TO QUERIES**
*Selection of Developer for An Office Complex at IICC, Dwarka, New Delhi*

S. No.	Query	Response/ Clarification
143.	ARTICLE 9 – FORCE MAJEURE EVENT – Proper definition should be given to define what classifies as “Force Majeure”. Use a widely accepted definition, please.	RfP conditions prevail
144.	CLAUSE 9.4(b) – instead of 15 days, 30 days should be given to either party to make representation, and it should only begin from the date of receipt or else either party can claim the notice was issued leading to unnecessary disputes.	RfP conditions prevail
145.	ARTICLE 13 TERMINATION - CLAUSE 13.1(a)(i) – 30 days cure period should also have an additional 30 days extension period to cure any default.	RfP conditions prevail
146.	CLAUSE 13.1.(a)(ii) – 90 days cure period should also have an additional 30-45 days extension period.	RfP conditions prevail
147.	CLAUSE 13.1.(a)(xi) - The Developer should be allowed to change his share pattern if Developer wants. Only if the Developer changes his majority shareholding pattern, they should be required to take the permission of the SPV in order to do so.	RfP conditions prevail
148.	CLAUSE 13.3.(ii) – The SPV cannot withhold the payments which are rightly owed to the Developer. In the event there is a breach of the Developer which the Developer is unable to rectify within the agreed specify period, the SPV could seek damages to an pre-agreed amount.	RfP conditions prevail
149.	CLAUSE 13.3(c)(ii) – refund of the lease premium should be with a reasonable interest fee.	RfP conditions prevail
150.	CLAUSE 13.3.(c)(iii) – Refund of all construction cost as well as administration cost, manpower cost and any additional cost incurred by the Developer should be refunded to the Developer in the event of the default of the SPV.	RfP conditions prevail
151.	CLAUSE 13.3.(c)(iv) – Take possession of the project – this point should be properly elaborated. The Developer will not be taking on any liabilities of the SPV which they may have incurred during the course of this agreement. The project should be handed over to the Developer free from all encumbrances.	RfP conditions prevail
152.	SCHEDULE F – The approvals which are yet to be obtained – timelines of such approvals, fees whether any single window for acquiring such approvals, and since the work cannot begin without procuring all approvals SPV needs to properly point out such timelines.	RfP conditions prevail
153.	Could space under the street outline be developed and used other than parking?	RfP conditions prevail
154.	Total Basement area required as per minimum number of car parking to be provided (i.e. 3998 car parks) comes out to be 127,936 sq m. As per the shared Development Guidelines, the basement area to be developed by the Developer is about 179,360 sq m across 4 levels of basement. Please confirm if this is correct.	RfP conditions prevail

**RESPONSES TO QUERIES**
*Selection of Developer for An Office Complex at IICC, Dwarka, New Delhi*

S. No.	Query	Response/ Clarification
155.	Further, is the development of all 4 basements mandatory for the Developer or can the Developer develop only 3 basements while fulfilling the minimum parking requirements? Please confirm.	RfP conditions prevail
156.	Could the building outer outline at the ground level be modified with the building line intrusion into the arcade zone?	RfP conditions prevail
157.	Could the massing of the buildings be modified? (Assuming the building code compliance and FAR balance)	RfP conditions prevail
158.	<p>Article 3, Clause 3.1.2 of the Development Agreement states that the developer shall be responsible for funding all capital requirements of the project till it achieves 50% planned built-up area of the projects.</p> <p>Please clarify if this means that the applicant/developer cannot raise any funding from financial institutions or banks till such the construction milestone is achieved?</p> <p>Are there any other restrictions on project financing?</p>	Please refer to corrigendum 2
159.	Article 3, Clause 3.1.2 of the Development Agreement limits developer to receive financial/monetary consideration till such time of 50% of construction of planned built up area of the project. This is an extremely restrictive clause as it limits the ability of the Applicant/Developer to market the project till the achievement of construction milestone.	Please refer to corrigendum 2
160.	Is there a provision for Surface Car Parking that is created or planned?	RfP conditions prevail
161.	Please clarify whether Maximum Permissible Built-up area of 133,248 sq. mtrs. includes basements ?	RfP conditions prevail
162.	Can the Applicant bring in new partners or sell stake after winning contract ?	RfP conditions prevail
163.	Before the e-Auction, do the Financially Qualified Applicants have to match to the highest Lease Premium Per Square Foot to participate in the e-Auction?	RfP conditions prevail
164.	<p>In Section 2, Clause 2.92 of the RFP - Please Clarify 'The selected Applicant and/or the Developer shall not be entitled to seek any deviation in the Agreement'.</p> <p>The Development Agreement will be need be reviewed from a financial, taxation, approvals and legal perspective which may also require 3rd party consultation and thereafter clauses may require adjustments. The Applicant and/or the Developer requests for more flexibility on this account.</p>	RfP conditions prevail

**RESPONSES TO QUERIES**

S. No.	Query	Response/ Clarification
165.	Class 3 signing type Digital Signature is required for the authorized representative of the applicant and not the applicant entity. Please confirm? Also, Is the Class 3 signing type Digital Signature (in the form of a USB Pen Drive) required only at the time of e-bidding ? Please specify.	Class 3 signing type Digital Signature is required for the authorized representative at the time of e-bidding
166.	Referring section Section-9 of Annexure 4 (Urban Design Guidelines), the built up and FAR given are same. More clarification required on the area calculations for FAR and built-up?	RfP conditions prevail
167.	What is the population density of the plot ?	RfP conditions prevail
168.	Is there any constraint on the use of additional FSI obtained from LEED platinum rating for office and retail blocks?	RfP conditions prevail
169.	Is the TOD policy going to be implemented in future? If yes then are we going to get additional FSI and reduction in parking count.?	RfP conditions prevail
170.	Clarification required on the area of basements for calculation of car parks?	RfP conditions prevail
171.	As per UBBL-2016, clause 7.17.2- area of staircases/fire towers, shafts, machine room, mumty shall not be considered in the FAR calculations. These areas on an average compound about 15% of total floor plate area. Thus overall FSI for each building 19/20/22 & 23 shall be 15% less than built-up. The given FSI in design control guidelines Annexure -4 is only 1.01% less than the given Built-up. Thus to achieve the total FSI @120 we need to increase the Built-up area, which is possible by adding floors to the half plates. As per the current Design guidelines the building envelope is defined in context to floor plates from 6th to 10th floor. Please clarify/confirm, if it would be allowed. Also can we cover the central courtyard.?	RfP conditions prevail
172.	The Floor to floor height as specified in design control docket is 3.8, can we change the floor to floor height keeping overall height same to 39.2m.	Subject to approval of SPV and competent authorities, for maintenance of external façade uniformity.
173.	Total Car parks required for building 19 is 1014 as per guidelines, The size of each basement plate for Building 19 is 82mx94m, As per UBBL-2016, each ECS for basement @32 comes to 240 cars each floor. Thus total of 960 car parks in 4 basements. Here in if we add space for DG, and backof house services the parking count further will reduce to 920 cars. Please clarify the detail calculations in respect to same.	RfP conditions prevail
174.	How is the additional FSI of achieved from LEED platinum rating being distributed. Is the Builder who will apply for the platinum rating would get benefit of the additional FSI to use in his buildings.	RfP conditions prevail
175.	Required coordinates of Buildings as per AAI.	RfP conditions prevail

**RESPONSES TO QUERIES**
*Selection of Developer for An Office Complex at IICC, Dwarka, New Delhi*

S. No.	Query	Response/ Clarification
176.	Please confirm if any sale/conveyance deed or transfer deed or possession/ handover letter or any other document, other than the letter dated September 14, 2016 issued by Department of Industrial Policy and Promotion (“DIPP”) to the Delhi Development Authority, has been executed in favour of DIPP by the Government of India or any conditions/ restriction have been imposed on DIPP in connection with transfer of absolute ownership and possession of the land admeasuring approximately 89.5832 hectares and situated at Sector, 25 Dwarka (“Larger Land”) to DIPP?	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
177.	As the definition of the term “Project” in the lease deed dated March 8, 2018 executed between DIPP and IICC with respect to the Larger Land (“IICC Lease”) does not specifically include the word “commercial” / “office” while describing the kind of facilities that shall form part of the project to be developed on the Larger Land, please clarify and confirm that construction, development and operation of an office complex on the Project Site (as defined in the development agreement) will fall within the definition of “Project” for the purpose of IICC Lease.	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
178.	IICC Lease specifically records the right of IICC to, inter alia, further sub-lease the Larger Land in favour of third parties. However, the draft of the development agreement and the lease rights set out therein do not explicitly record the corresponding right of the developer to further sub-lease the Project Site (as defined in the development agreement) to third parties. Please confirm if an appropriate clause recording the right of the selected developer to sub-lease the leased land to third parties can be incorporated in the development agreement.	RfP conditions prevail
179.	We understand that the area leased under IICC Lease is 89.5832 hectares and the area of the site in the RFP is mentioned to be 89.72 hectares (i.e. 89.5832 hectares plus unacquired land of 0.1368 hectares). Please confirm that no part of the unacquired land admeasuring 0.1368 hectares falls within the Project Site (as defined in the development agreement).	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020. Project Site has clear title with SPV.
180.	We understand that the IICC Lease does not specifically identify or refer to a map identifying the land being leased by DIPP to IICC. In this regard, please provide suitable documents confirming that the 89.5832 hectares land in the IICC Lease is same as the land where the Project Site is situated.	Information provided in Data Room, which was made available to all bidders, from January 24 <sup>th</sup> to January 30 <sup>th</sup> , 2020.
181.	Whether the selected developer will be entitled to renew the lease term and development rights in respect of the Project Site (as defined in the development agreement) beyond the original term of 99 years in the event of renewal of leasehold rights of IICC under the IICC Lease in respect of the Larger Land?	RfP conditions prevail.

S. No.	Query	Response/ Clarification
182.	<p>The Development Agreement presently does not record any covenant clause restricting the right of IICC to terminate the IICC Lease Deed during the subsistence of the Development Agreement without prior written consent of the Developer.</p> <p>An appropriate covenant in the Development Agreement that requires IICC to comply with the terms of the IICC Lease Deed at all times and not terminate the said IICC Lease Deed without the Developer's prior written consent is required to be incorporated in the Development Agreement.</p>	RfP conditions prevail
183.	<p>In terms of Clause 3.1.2 of the Development Agreement, the Developer shall have the right, upon completion of construction of 50% (fifty per cent) of the Planned Built-up Area of the Project, to receive and, or collect financial/ monetary consideration in the form of security deposits, refundable security deposits, premium payments etc. with respect to arrangements that the Developer may enter into with any person in accordance with Clause 2.2(g) of the Development Agreement.</p> <p>In this regard, it is pertinent to note that Clause 2.2(g) of the Development Agreement simply records the right of the Developer to develop space for ancillary and allied facilities (such as ATMs, cafeteria etc.) in the Project to the extent permissible under Applicable Law.</p> <p>It will be pertinent to note that Clause 3.1.2 of the Development Agreement does not appear to be applicable to advances\deposits that may be collected by the Developer from the sub-lessees/ sub-licenses of the office space in the Project.</p> <p>Clarification is required to confirm that no timelines or pre-conditions are applicable on the Developer for initiating collection of financial/ monetary consideration or deposits from the sub-lessees/ sub-licenses of office space in the Project.</p>	Please refer to corrigendum 2
184.	As per the provisions of the Development Agreement, IICC Phase I is scheduled to be commissioned/ completed by IICC by March 31, 2021. However, in the event of any delay in completion of IICC Phase I beyond the scheduled time, the Term and the COD shall stand extended by the period of delay subject to the terms and conditions set out in, inter alia, Clause 3.2 of the Development Agreement.	RfP conditions prevail

S. No.	Query	Response/ Clarification
	<p>It is pertinent to note that no upper time limit has been provided in the Development Agreement for commissioning of IICC Phase I.</p> <p>An option to terminate the Development Agreement in the event of delay in commissioning of IICC Phase I beyond a specified maximum time frame to be incorporated in the Development Agreement.</p>	
185.	<p>The Developer is required to maintain at its own cost, at all times, such insurances as are necessary and prudent in accordance with Good Industry Practices.</p> <p>Clarification is sought regarding specific insurances in the Development Agreement that it would like the Developer to maintain in connection with the Project in order to avoid any uncertainty.</p>	RfP conditions prevail
186.	<p>If a party is rendered wholly or partially unable to perform its obligations under the Development Agreement because of a Force Majeure Event, it shall be excused-from performance of such of its obligations to the extent it is unable to perform its obligations on account of such Force Majeure Event.</p> <p>Necessary clarification in the aforesaid provision to the effect that the Developer shall not be required to make any payments, including lease rentals, maintenance charges, etc., under the Development Agreement during the subsistence of a Force Majeure Event to be incorporated in the Development Agreement.</p>	RfP conditions prevail
187.	<p>The said clause lists failure of the Developer to replenish the Performance Security within the prescribed timeline after appropriation of the same by IICC in terms of Clause 8.3 of the Development Agreement as a default.</p> <p>However, there is no Clause 8.3 in the Development Agreement and the aforesaid Clause should refer to Clause 8.2 that records the right of appropriation of Performance Security.</p>	Please refer to corrigendum 2
188.	<p>The Developer shall be deemed to be in default, in the event the Developer abandons or manifests intention to abandon the construction or operation of the Project, without the prior written consent of IICC.</p>	RfP conditions prevail

S. No.	Query	Response/ Clarification
	Request IICC to remove the words “or manifests intention to abandon the construction or operation of the Project” as the same could bring ambiguity and give wide import to the aforesaid clause.	
189.	<p>For a default of IICC to be treated as SPV Default under the Development Agreement, the concerned default/ breach of IICC should be “material” in nature and have a “Material Adverse Effect” on the Developer. It is pertinent to note that the Developer will be entitled to terminate the Development Agreement and claim payments from IICC in pursuance thereof in case of, inter alia, an SPV Default remaining uncured within the prescribed cure period.</p> <p>Request to revise the aforesaid provision in order to treat any default of IICC which is not cured within the prescribed time period as an SPV Default, like in the case of the Developer Default. Alternatively, to provide some objective mechanism/ thresholds in the Development Agreement to determine as to when any default of IICC could be considered to be material in nature and having Material Adverse Effect on the Developer.</p>	RfP conditions prevail
190.	<p>The provisions of the Development Agreement provides that upon termination of the Development Agreement after achievement of COD, IICC shall, inter alia, pay to the Developer the lower of the Book Value or Building Value (in case of termination due to Developer Default) or the Building Value (in case of termination due to SPV Default), as the case may be.</p> <p>Further, in terms of Clause 13.4 of the Development Agreement, IICC shall, upon termination of the Development Agreement (for any reason whatsoever), inter-alia, deemed to take possession and control of the Project and the Project Site.</p> <p>Therefore, it is pertinent to note that the Developer shall be required to handover the Project and the Project Site to IICC upon termination of the Development Agreement, irrespective of the reason of said termination.</p> <p>Request to incorporate an appropriate provision in the Development Agreement to the effect that the rights of IICC under Clause 13.4 shall be exercisable subject to payment by IICC to the Developer, all dues of the Developer in terms of the Development Agreement, including but not limited to payment of the value of the Project and Project Site and refund of Performance Security in terms of Clause 13.3 of the Development Agreement.</p>	RfP conditions prevail



**RESPONSES TO QUERIES***Selection of Developer for An Office Complex at IICC, Dwarka, New Delhi*

<b>S. No.</b>	<b>Query</b>	<b>Response/ Clarification</b>
	Further, an upper time limit should be provided for payment of such dues by IICC, failing which the Developer shall be entitled to receive delay interest over the outstanding dues from IICC.	
191.	IICC is entitled to encash the Performance Security in the event of termination of the Development Agreement due to Developer Default (either before or after COD).  Request to clarify that such encashment shall be to the extent of the amount outstanding. if any, from the Developer on the date of termination of the Development Agreement.	RfP conditions prevail
192.	The Developer shall, upon termination of the Development Agreement, be required to, inter alia, cure all defects and deficiencies in the Project and the Project Site, so that the Project remains in compliance with the Mandated Development Requirements.  Accordingly, the Developer will liable to perform the aforesaid obligation even if termination of the Development Agreement occurs due to IICC's default.  Request to incorporate appropriate exception in the aforesaid provision, which exception clarifies that the Developer will not be made responsible for curing any defects in the Project and Project Site in case of termination of the Development Agreement due to IICC's default.	RfP conditions prevail

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