



# **PUNE** METROPOLIS

## **Pune Metropolitan Region Development Authority**

Request for Expression of Interest (EOI)

For

## **Selection of Land Parcel(s) for Town Planning Scheme(s)**

Notice No: 12

Date: January 10, 2020

# Disclaimer

The information contained in this request for Expression of Interest ("EOI") document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI Document is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this EOI Document is to provide interested parties with information that may be useful to them in the formulation of their Application for selection pursuant to this EOI Document. This EOI Document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Land Pooling Process. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI Document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI Document. The assumptions, assessments, statements and information contained in this EOI Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI Document and obtain independent advice from appropriate sources.

Information provided in this EOI Document to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 EOI Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI Document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI Document or arising in anyway in this Selection Process.

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

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

The issuance of this EOI Document does not imply that the Authority is bound to select an Applicant or to give final award to the Selected Applicant, as the case may be, for the Land Pooling Process and the Authority reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Selection Process.

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# 1 Introduction

## 1.1 Background

1.1.1 Pune Metropolitan Region Development Authority (PMRDA) is the Planning and Development Authority for the Pune Metropolitan Region (PMR). The Pune Metropolitan Region (PMR) is experiencing tremendous economic growth supported by favourable socio-economic conditions and investment climate. There has been a major push for infrastructure projects in the region by PMRDA, supported by state and central governments. The major transportation infrastructure and urban development projects that have been initiated recently include 128 km long Ring Road along the periphery of PMC and PCMC, Metro Corridors, TP Schemes, Multi-modal hubs, Greenfield Airport, Hyperloop connecting Pune with Mumbai etc. Consequently, PMR has rapidly grown into a contemporary industrial hub and is identified today as a growing metropolitan area with tremendous potential.

1.1.2 Most critical factor to expedite the development is the ability to make land readily available for public infrastructure projects fostering economic growth. Typically, government agencies have employed the tool of compulsory land acquisition and related compensation to make land available for key economic/development activities. However, it is a lengthy process and becoming increasingly challenging in terms of affordability with socio-economic implications putting the project timelines, finances and outcomes at risk.

1.1.3 PMRDA is keen to tap the potential of land pooling in order to ensure strategic and systematic development of the region with key object to make landowners partners in the development. Land pooling will help best safeguard the interests of the landowners and create a win-win scenario for both the landowners and other citizens.

1.1.4 Overall, objective is to support the organised and inclusive development of the urban fabric of PMR, ensure this development precedes the growth and also generate alternative sources of revenue to support future development of PMR.

1.1.5 In pursuance of above, PMRDA represented by the Metropolitan Commissioner and CEO (the "**Authority**"), through this public notice in the form of Expression of Interest (EOI) is seeking applications for land pooling within its jurisdiction.

1.1.6 Further details are available in this EOI hereafter and Terms of Reference for this land pooling mechanism are available in Schedule 1 (the "**TOR**").

## 1.2 Expression of Interest

Through this Expression of Interest (EOI) the Authority invites applications from interested individuals or entities or group of individuals and/or entities (the "**Application**") for the selection of suitable land parcel(s) through land pooling mechanism to take up Town Planning Scheme(s) under MR&TP Act (collectively the "**Land Pooling Process**").

The Authority intends to select such land parcel(s) as per procedure laid down in this EOI.

### 1.3 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about Land Pooling Process before submitting the Application by paying a visit to the Authority, sending written queries to the Authority.

### 1.4 Sale of EOI Document and Bid Security

EOI Document can be downloaded from the Website [www.pmrda.gov.in](http://www.pmrda.gov.in). The Applicant shall make a payment of ₹ 10,000 (Rupees Ten Thousand Only) plus ₹ 1800 (Rupees Eighteen Hundred Only) GST towards the cost of EOI document at the time of submission of its Application. The Applications can be submitted at the Helpdesk created by the Authority. The Applicant shall also make online payment of Earnest Money Deposit of ₹ 2,00,000 (Rupees Two Lacs only). The Authority will promptly notify other Applicants that their Applications have been unsuccessful and their Earnest Money Deposit shall be returned within 30 (thirty) days, without interest, from the publication of selected sites of this EOI. The Authority reserves the right to reject any Application and forfeit the Earnest Money Deposit if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

#### **Account Number Details to pay Application Fee and EMD:**

A/C Name: PMRDA Scrutiny A/C

A/C Number: 60217739062

Bank Name: Bank of Maharashtra

Branch: Aundh, Pune

IFSC Code: MAHB0000118

### 1.5 Validity of the Application

The Application must remain valid for a period of not less than 180 days after the Application Due Date (the "**ADD**"). The Authority will endeavour to complete the scrutiny and evaluation of the received Applications and select the suitable land parcel(s) within this period.



## 1.6 Brief Description of the Selection Process

The Authority has adopted a single stage selection process (collectively the “**Selection Process**”) for evaluating the Applications and all the Applications meeting the eligibility conditions and determined as complete and responsive by the Authority shall be considered for the subsequent steps as stipulated under MR&TP Act for carrying out Town Planning Schemes.

The purpose of the Selection Process is to select a number of land parcels in each notified area that can be taken up for Town Planning Scheme(s) under MR&TP Act. However, by virtue of getting selected in this Selection Process does not entitle the Selected Applicant to claim their expenses incurred, if any, in the process of selection nor to claim for carrying out Town Planning Scheme on its Land.

## 1.7 Currency

*Deleted*

## 1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following timelines:

#	Description	Date
1	Sale of EOI Document – Start Date	January 10, 2020
2	Last Date for Receiving Queries/Clarifications	-
3	<del>Pre-Application Conference</del>	-
4	Application Due Date	January 25, 2020
5	Submission of Hardcopy of Application	January 25, 2020
6	Opening of Application	-
7	Scrutiny of Applications and Results	-
9	Validity of Applications	180 days after PDD

## 1.9 Inspection of Data

Prospective applicants may visit the office of the Authority and review the available documents and data at any time prior to ADD. For this purpose, the authority has set up a dedicated Helpdesk which will provide detailed information about Land Pooling mechanism, benefits of participating in this process and will answer any other related queries. Contact details of the Helpdesk are as follows:

Shri Shyam Chavan, Town Planner | Smt Bhagyashree Dhavalsank

Email: [planning.dept@pmrda.gov.in](mailto:planning.dept@pmrda.gov.in)

Telephone: +91-9823638627

## ~~1.10~~ ~~Pre-Application Conference~~

Deleted

## 1.11 Communications

1.11.1 All communications shall be addressed to:

### **Metropolitan Commissioner**

Pune Metropolitan Region Development Authority (PMRDA)  
S.No. 152-153, Maharaja Sayajirao Gaikwad Udyog Bhawan,  
Aundh, Pune - 411 067

Phone: 020 2933344

Email: To: [planning.dept@pmrda.gov.in](mailto:planning.dept@pmrda.gov.in) ; CC: [comm@pmrda.gov.in](mailto:comm@pmrda.gov.in)

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~~1.11.2~~ ~~The official website for Submission of Application is:~~

~~[www.mahatenders.gov.in](http://www.mahatenders.gov.in)~~

## 2 Instructions to Applicants

### A.GENERAL

#### 2.1 Scope of Application

- 2.1.1 Detailed description of the objectives, applicability, eligibility, obligations and responsibilities of each party, deliverables, benefits, incentives and other requirements relating to this Land Pooling Process are specified in this EOI. In case an applicant fulfils the eligibility conditions of this Land Pooling Process, it may participate in the Selection Process either individually (the "Sole Entity") or as lead member of a group of firms and/or individuals (the "Lead Entity") in response to this invitation; provided, however at least some part of the cumulative Land tendered through this process must be owned by the lead member. The term applicant (the "Applicant") means the Sole Entity or the Lead Entity, as the case may be.

The manner in which the Application is required to be submitted, evaluated and accepted is explained in this EOI. In case of a group of firms and/or individuals, the Lead Entity shall have the Power of Attorney to decide on all matters related to this Land Pooling Process including but not limited to submission of the Application, re-distribution of assembled land amongst members of a group of firms and/or individuals or any other form of compensation, power to negotiate with the Authority and power to decide on the discharge of various functions as a landowner as required under MR&TP Act towards preparation and finalization of Town Planning Scheme.

- 2.1.2 Applicants are advised that the selection of the land parcel(s) shall be on the basis of an evaluation by the Authority through the Selection Process specified in this EOI. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Application in the form and manner specified in this Section of the EOI.

#### 2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Applications of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Application, the Land tendered through the Application shall fulfil the following:
1. Land shall fall within the areas as notified in clause 7.2.1

2. Land tendered shall have a clear and undisputed ownership in favour of the Applicant and/or the constituents of a group of firms and/or individuals (either collectively or individually), as the case may be.
3. Land shall be accessible by minimum 18 meter road (either existing or proposed)
4. Land shall not be under prohibitive zone as defined under MR&TP Act, Regional Plan of Pune Region, PMRDA's DCPR or any other government resolution prohibiting the development of land, as the case may be.

Note: In case of any ambiguity about what constitutes under prohibitive zone, the decision of the Authority shall be final and binding. If some portion (but not 100%) of the Land is under prohibitive zone such Land may still be treated eligible, however such portion under prohibitive zone will not be counted towards calculation of the Area of the Land.

5. Land shall be contiguous
6. Land area shall be at least 40 hectares (exclusive of prohibitive zone).

Note: Land in all above conditions means cumulative land tendered.

2.2.3 The Applicant shall submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a Partner or Director (on the Board of Directors) of the Applicant or if the Applicant is an individual and have complete ownership of the Land tendered.

2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the Application Due Date, will not be eligible to submit an Application either by itself or through its Associate.

2.2.5 deleted

2.2.6 While submitting an Application, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## 2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Land Pooling Process (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Application, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 Conflicting relationships:

The Applicant (including its Experts and Sub-consultants) who has/have a close business or family relationship with a professional staff (including its consultants as well as anybody engaged by those consultants) of the Authority who are directly or indirectly involved in any part of:

- (i) the preparation of the Terms of Reference for the Land Pooling Process,
- (ii) the selection process for the Land Pooling Process, or
- (iii) the supervision of the Land Pooling Process,

shall not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority. The bidding Applicant shall adhere to these requirements of avoiding conflicting relationship throughout the Selection Process and the execution of the contract, until its conclusion.

## 2.4 Number of Applications

There is no restriction on the number of Applications, an Applicant or its associate can submit for the Land Pooling Process; provided, however, there shall be no overlap in the Land tendered through different Applications.

## 2.5 Application Preparation Cost

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Selection Process including subsequent negotiation, visits to the Authority office, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.6 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Applications after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## 2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the EOI Document
- (b) received all relevant information requested from the Authority
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI Document or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder
- (e) acknowledged that it does not have a Conflict of Interest
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof
- (g) agreed to assume all the obligations arising out of participation in this Land Pooling Process

2.7.2 The Authority 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 EOI or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## 2.8 Right to Accept or Reject Any or All Applications

2.8.1 Notwithstanding anything contained in this EOI Document, the Authority reserves the right to accept or reject any Application and to annul the Selection Process and reject all Applications, at any time without any liability or any obligation, of any nature whatsoever, for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Entity of a group of firms and/or individuals, then the entire a group of firms and/or individuals may be disqualified / rejected. In addition to being prosecuted against (both the Applicant and constituents of the a group of firms and/or individuals who have made such misrepresentation or have provided false information), in accordance with law, such Applications shall be deemed to be void ab initio and shall automatically stand rejected. Any action that has been taken

pursuant to such Applications shall stand automatically revoked and the Bid Security Amount and the Performance Security, if available shall be forfeited.

## B)DOCUMENTS

### 2.9 Contents of the EOI

2.9.1 This EOI comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Expression of Interest**

1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation
4	Fraudulent and Corrupt Practices
5	<del>Pre-Application Conference</del>
6	Miscellaneous
	<b>Schedules</b>
1	Terms of Reference
	<b>Appendices</b>
	Appendix I : Application Forms
	Appendix II: Format for Memorandum of Understanding (MoU)
	Appendix III: Deleted
	Appendix Iv: Guidelines for Submission of Application through e-tendering System

### 2.10 Clarifications

2.10.1 Applicants requiring any clarification on the EOI Document may send their queries to the Authority in writing by e-mail at (To: [planning.dept@pmrda.gov.in](mailto:planning.dept@pmrda.gov.in); CC:[comm@pmrda.gov.in](mailto:comm@pmrda.gov.in)) before the date mentioned in the Schedule of Selection Process at Clause 1.8. Subject line should clearly bear the following identification:

"Queries Concerning EOI Notice No: 12"

Alternatively, they could also submit their queries through the form available at the Helpdesk set up at the PMRDA office.

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 5 (five) days prior to the ADD. The Authority will post the reply to all such queries on the Official Website.

2.10.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## 2.11 Amendment of EOI

2.11.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI document by the issuance of Addendum/ Amendment and posting it on the Official Website and updated document will be binding on all Applicants.

2.11.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the ADD.

# C) Preparation and Submission of Application

## 2.12 Language

The Application with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in Marathi or English language and strictly on the forms provided in this EOI Document. No supporting document or printed literature shall be submitted with the Application unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in either Marathi or English, in which case, for all purposes of interpretation of the Application, the translation in Marathi or English shall prevail.



## 2.13 Format and Signing of Application

- 2.13.1 The Applicant shall provide all the information sought under this EOI Document. The Authority would evaluate only those Applications that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall submit the Application at the Helpdesk created by the Authority in its office located in Aundh.
- 2.13.3 The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall 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 must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:
- (a) By the landowner in case of an individual
  - (b) by the proprietor, in case of a proprietary firm; or
  - (c) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (d) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (e) by the authorised representative of the Lead Member, in case of a group of firms and/or individuals.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Application, if applicable.

- 2.13.4 Applicants should note the ADD, as specified in Clause 1.8, for submission of Applications. Except as specifically provided in this EOI Document, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of ADD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.13.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if the land tendered through its Application is not yet selected either by issue of the LOA or entering into the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or the Final Awardee, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security (i.e. Performance Security 1 and Performance Security 2). Further, the Authority shall not pay any compensation of any sort due to direct or indirect cost incurred by the Applicant or Selected Applicant, as the case may be, thus far.

## 2.14 Technical Application

2.14.1 Applicants shall submit the technical application in the formats at Appendix-I (the "**Technical Application**").

2.14.2 The Applicant is expected to study the EOI document in details and diligently in preparing the Application. Any deficiencies on the part of the Applicant in providing the information requested as per this EOI Document may result in rejection of an Application being non-responsive.

2.14.3 While submitting the Application, the Applicant shall, in particular, ensure that:

- i. All forms submitted in the prescribed format and signed by the prescribed signatories;
- ii. Power of Attorney as required under clause 2.1.1, if applicable, is executed as per Applicable Laws;
- iii. Power of Attorney (for submitting the Application), if applicable, is executed as per Applicable Laws;
- iv. Land details with an undertaking that the land title as claimed is clear and undisputed
- v. Certified copy of receipt for payment for tender EOI cost;
- vi. Certified copy of receipt for payment of EMD;
- vii. Certified copy of KYC documents as follow (optional while submitting an Application but mandatory during evaluation process. However, following details for the person holding Power of Attorney are mandatory):
  - a. PAN Card of Constituents in case of a firm/legal entity
  - b. AADHAR Card of all Constituent which are individuals
  - c. Signature specimen
- viii. Complete copy of EOI and CSCs/CSDs documents, if any, signed in full on each page, in token of acceptance of the terms and conditions of the EOI Document;
- ix. the Application is responsive in terms of Clause 2.21.3.

2.14.4 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Application liable to be rejected.

2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the EOI. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## 2.15 Financial Application

*Deleted*

## 2.16 Submission of Application through e-tendering System

2.16.1 The Applicants shall submit the Application in accordance with clause 2.13.2, with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this EOI. In case the Application is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document.

2.16.2 In case of any discrepancy between the downloaded or photocopied version of the EOI and the original EOI issued by the Authority, the latter shall prevail.

2.16.3 The Application shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Application must be numbered and initialled by the person or persons signing the Application.

2.16.4 The completed Application must be submitted on or before the specified time on ADD. Application submitted by fax, telex, telegram, courier/ post or e-mail shall not be entertained.

2.16.5 The Application shall be made in the Forms specified in this EOI Document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

## 2.17 Application Due Date

- 2.17.1 Application should be submitted on or before the Application Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this EOI Document.
- 2.17.2 The Authority may, in its sole discretion, extend the ADD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## 2.18 Late Applications

Applications received by the Authority after the specified time on ADD shall not be eligible for consideration and shall be summarily rejected.

## 2.19 Modification/ Substitution/ Withdrawal of Applications

- 2.19.1 The Applicant may modify, substitute or withdraw its Application after submission in accordance with the process entailed in the online system.
- 2.19.2 Any alteration / modification in the Application or additional information or material supplied subsequent to the ADD, unless the same has been expressly sought for by the Authority, shall be disregarded.

## 2.20 Performance Security

- 2.20.1 The Applicant, by submitting its Application pursuant to this EOI, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the EOI, including the consideration and evaluation of the Application, under the following conditions:
- (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this EOI;
  - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
  - (c) if the selected Applicant commits a breach of the Agreement

- 2.20.2 A) Performance Security 1 (Until Draft Town Planning Scheme is published): Selected Applicant shall supplement the EMD with an equal amount and this total sum will be treated as the Performance Security until the completion of Phase 1. Any inaction or withdrawal of the Application by the Selected Applicant during this phase may lead to forfeiture of the Performance Security.
- B) Performance Security 2 (Post publication of Draft Town Planning Scheme): An amount equal to 1% (one per cent) of the cost of works excluding cost of trunk infrastructure shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.

## D) EVALUATION PROCESS

### 2.21 Evaluation of Applications

- 2.21.1 The Authority shall open the Applications at the place and time specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend.
- 2.21.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Applications, the Authority will determine whether each Application is responsive to the requirements of the EOI Document. An Application shall be considered responsive only if:
- (a) the Application is received in the form specified;
  - (b) it is received by the ADD including any extension thereof pursuant to Clause 2.17;
  - (c) it is signed and marked as stipulated in Clauses 2.13 and 2.16;
  - (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.3;
  - (e) it contains all the information (complete in all respects) as requested in the EOI Document;
  - (f) it does not contain any condition or qualification; and
  - (g) it is not non-responsive in terms hereof.
- 2.21.4 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Applications.

- 2.21.5 The Authority shall subsequently examine and evaluate Applications in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this EOI Document. During the process of evaluation of Application, the Authority may seek any additional information it may deem necessary or require for supplementing or authenticating the Application.
- 2.21.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.7 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Land tendered by it is finally selected.

## 2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Application, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority 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 to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## 2.23 Clarifications

- 2.23.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## E) Selection and Notification

### 2.24 Selection of Applicants

- 2.24.1 After the evaluation of Applications, the Authority shall prepare a list of Applicants in accordance with criteria as set out in this EOI Document. Other Applicants may be informed that their Applications have been unsuccessful.
- 2.24.2 The Selected Applicants would be duly notified that they have been selected for the subsequent steps involved towards preparation and finalisation of Town Planning Scheme(s)
- 2.24.3 The Authority reserves the right to make additions to the selected pool after following due process.

### 2.25 Proprietary Data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Final Awardee, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Application or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Final Awardee to the Authority in relation to the Land Pooling Process shall be the property of the Authority.

## 3 Criteria for Evaluation

### 3.1 Evaluation of Applications

- 3.1.1 This section provides details of evaluation process. The Applications will be evaluated on the basis of following:

The Authority shall scrutinize and evaluate all the Applications received. Applications found to be fulfilling the necessary eligibility conditions and complete and responsive by the Authority shall be considered for the subsequent steps as stipulated under MR&TP Act for carrying out Town Planning Schemes.

Note: For the avoidance of doubt, as stated in Clause 2.2.2 (4), if some portion of the Land is under prohibitive zone then such portion under prohibitive zone shall not be counted towards calculation of the Area of the Land.

3.1.2 The purpose of the Selection Process is to select a number of land parcels in each notified area that can be taken up for Town Planning Scheme(s) under MR&TP Act. However, by virtue of getting selected in this Selection Process does not entitle the Selected Applicant to claim their expenses incurred, if any, in the process of selection nor to claim for carrying out Town Planning Scheme on its Land.

## 4 Fraudulent and Corrupt Practices

4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant or Selected Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Selection Process, or after the issue of the notification of Selection, such Applicant or the Selected Applicant shall not be eligible to participate in any tender or EOI issued by the Authority during a period of 2 (two) years from the date as the case may be.

4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence or mislead selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Consultant agencies with or without the knowledge of the Authority designed to establish prices at artificial, non-competitive levels (in this regard the provisions of the Competition Act,2002 shall prevail);
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract



## ~~5 Pre-Application Conference~~

Deleted

## 6 Miscellaneous

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, 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.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

# **SCHEDULE**

## 7 SCHEDULE – 1

(See Clause 1.1.6)

### Terms of Reference (TOR)

#### 7.1 General

- 7.1.1 Objective of this Land Pooling Process is to support the organised and inclusive development of the urban fabric of PMR, ensure this development precedes the growth and also generate alternative sources of revenue to support future development of PMR.

#### 7.2 Details of Land Pooling Process

##### 7.2.1 Applicability

The Authority has created following three groups ("**Notified Areas**") to facilitate efficient and homogenous implementation of the Land Pooling Process:

1. Villages within 10 kms from the outer limits of Pune Municipal Corporation and Pimpri Chinchwad Municipal Corporation
2. Villages within 3 kms from the outer limits of Municipal Councils of Alandi, Chakan, Lonavala, Khed Rajgurunagar, Saswad, Shirur, Talegaon Dabhade
3. Villages / areas within 3 kms from notified National Highways in Pune Metropolitan Region
4. Villages / areas within 5 kms from the outer limits of notified MIDC areas

This Land Pooling Process is applicable to all villages in these Notified Areas.

##### 7.2.2 Eligibility

Any individuals or entities or group of individuals and/or entities are eligible to participate in this process provided they fulfil the eligibility criteria mentioned in the clause 2.2 and reproduced below:

1. Land shall fall within the areas as notified in clause 7.2.1
2. Land tendered shall have a clear and undisputed ownership in favour of the Applicant and/or the Constituents of the group of firms and/or individuals (either collectively or individually), as the case may be.
3. Land shall be accessible by minimum 18 meter road (either existing or proposed)
4. Land shall not be under prohibitive zone as defined under MR&TP Act, Regional Plan of Pune Region and PMRDA's DCPR

Note: In case of any ambiguity about what constitutes under prohibitive zone, the decision of the Authority shall be final and binding. If some portion (but not 100%) of the Land is under prohibitive zone such Land may still be treated eligible, however such portion under prohibitive zone will not be counted towards calculation of the Area of the Land.

5. Land shall be contiguous
6. Land area shall be at least 40 hectares (exclusive of prohibitive zone).

Note: Land in all above conditions means cumulative land tendered.

7.2.3 Landowners who meet all the eligibility criteria specified in Clause 7.2.2 can register and convey their interest to participate in the Land Pooling Process by submitting the Application containing the prescribed application form along with following documents as well as any other necessary documents as stipulated on the Application Portal from time to time:

1. Map of the Land offered for the Land Pooling Process: The map must be on scale of 1:1000, include the boundaries and dimensions of the Land clearly indicating existing roads, buildings and premises. The Applicant can avail the Helpdesk facility, which is equipped with GIS facility which includes among other things cadastral details, RP Zoning details, Road Accessibility Details, Prohibitive Zone details, etc., to produce this map as per the present practice.
2. Certified copies of the Land ownership/Land Title (7/12) along with undertaking from the Land Owner. This should suffice at this stage and the verification of land ownership will be facilitated by the Authority at subsequent stage.
3. Selection of economic activity/function from the available options in the format provided in Form 6 of Appendix I

7.2.4 Once the duration provided to register and submit the Application is over, the Authority will initiate the scrutiny and evaluation of all the received Applications. During this process, the Applicant must furnish, in a stipulated time period, the additional details the Authority may require from it.

7.2.5 The scrutiny and evaluation of the Applications will be carried out in accordance with the evaluation criteria set forth in this EOI Document.

7.2.6 After evaluation of all the Applications is complete, the Authority, conforming to the selection criteria stipulated in this EOI Document, will select the applications.

7.2.7 After this the Authority will initiate the process, as required under the MR&TP Act, for preparation and finalization of the Town Planning Scheme. This will, inter alia, include re-distribution of Land, detailed Layout Plan, phasing of infrastructure, working out costs, betterment charges etc. and conformance to other statutory requirements as defined in the MR&TP Act

### 7.3 Special Regulations

- 7.3.1 The Authority will prepare Development Control and Promotion Regulations for each Town Planning Scheme that may be taken up subsequent to the outcome of the Selection Process. These Development Control and Promotion Regulations will generally be drawn from the government practices along with incentives for such Town Planning Schemes to foster the given economic activity.
- 7.3.2 The Selected Applicant shall surrender 45% of its Land to the Authority. The Authority will utilize the Land surrendered to it, inter alia, for roads and circulation, amenity plots, open spaces, playgrounds, affordable/EWS housing, Authority Plots (for meeting the costs of trunk infrastructure) etc. in accordance with the provision under MR&TP Act.

### 7.4 Timelines

- 7.4.1 The Authority will endeavour to select the Applications within 45 days from the Application Due Date.
- 7.4.2 Notwithstanding anything to the contrary contained in this EOI Document, the Authority may, at its own discretion, modify the timelines provided in Clause 7.4.1
- 7.4.3 The Authority proposes to complete the process of finalization of the Town Planning Scheme within the minimum specified duration under the MR&TP Act. This is the sole purpose for which the Authority seeks singular transaction to meet the statutory obligations under MR&TP Act for finalization of the Town Planning Scheme.

### 7.5 A Brief on Town Planning Scheme (Existing Initiatives of PMRDA exclusive of this EOI)

These Town Planning Schemes are planned under MRTP Act 1966 through land pooling model. PMRDA will do a systematic planning of the pooled land, make provisions for necessary infrastructure and also commit to lay the promised infrastructure in time bound manner. Approximately 50% of the pooled land is given back to original landowners and 50% is at PMRDA's disposal. PMRDA will utilize the land vested with it for the following:

1. City Level Road Network and related infrastructure
2. Open spaces, gardens, riverfront, playgrounds, etc.
3. Affordable Housing
4. Public Amenities and Utilities
5. Authority Plots

Zone for these areas under Town Planning Schemes will automatically be converted from Agriculture or any other existing use to Mixed Purpose use or any other land use required to realize the envisaged economic function of the area. Essentially each landowner can use his/her land for residential / industrial / commercial / educational etc. purpose without applying for zone change permission.

PMRDA is focusing on clustered and systematic development of the region in the development plan it is preparing for the region. Inceptions of these Town Planning schemes aligns perfectly with that focus and appropriate provisions will be made in development plan to encourage growth around these planned town planning schemes.

One of the Town Planning Scheme projects initiated by PMRDA at Mahalunge-Maan area is already in very advanced stage and salient features of this Mahalunge Maan Hi Tech City are as follow:

### **Building for the Environment**

1. Planning and Infrastructure creation in environmentally conscious and tech-savvy way
2. Efficient resource management and monitoring using combination of ICT and IoT
3. SCADA and Instrumentation controlled state-of-the-art facilities for Water Supply, Water Recycling, Sewage Treatment, Waste Management and Power Distribution to achieve smart management, automation and efficiency
4. 12.50 Hectares reserved for Gardens, Green Belts with Riverfront Development along the banks of Mula River

### **Opportunity for All**

1. Mixed Land Use Zone for the entire city with attractive Floor Space Index rules :
  - Private Land: Base FSI of 2.5; can be extended up to 4.1 through TDR/Premium
  - Remaining Land: Base FSI of 4 for Authority Plots and Commercial Plots
2. Building Potential : 6 million Sq m for residential, commercial and industrial usage
3. 23 Hectares allocated for Playgrounds, Shopping Centers, Marketplaces, Schools, Hospitals, Sports and Fitness Facilities, Parking Facilities, Police and Fire Stations, International Business Convention Center etc.
4. 13.3 Hectares allocated for affordable housing in order to promote livability

### **Seamless Connectivity**

1. Strategically located next to Hinjawadi IT Park with Mumbai Pune Highway at 300 m
2. Proximity to Hinjawadi-Shivajinagar Metro giving easy access to other areas of Pune
3. Proximity to starting point of proposed Pune Mumbai Hyperloop covering distance between Pune and Mumbai in 25 minutes
4. 12 to 36 meters wide robust road network proposed within the city

### **Ease of Doing Business**

1. Single Window Clearance for businesses looking to invest in the city
2. Formulation of a special policy for technology/engineering businesses and Startups

## 7.6 Role of the Authority

Following is the description of the roles and responsibilities of the Authority and Selected Applicants in the Land Pooling Process:

The Authority will:

1. Act as a planning authority to take up Town Planning Scheme and discharge all functions associated thereof
2. Make appropriate provisions for and will ensure effective, efficient and equitable implementation of the Town Planning Scheme and the process envisaged in this EOI
3. Prepare and Process overall plans / structure plans and undertake required trunk infrastructure and other services / facilities
4. Create a Single Window Portal for effective and efficient implementation of the entire process including planning and development by the Selected Applicant
5. Ensure compliance with relevant government policies and regulations including environment clearance, zone change rules, utility permissions etc.
6. Set up an effective and efficient Dispute Redressal Mechanism and professionally and fairly dispose of any disputes or complaints that may come up during execution of the Land Pooling Process
7. Monitor the progress of the implementation and development of proposed infrastructure, revise the plans if necessary
8. Maintain the developed infrastructure till the time it is handed over to appropriate local body
9. Act as a facilitator in proposing commercially viable investment opportunities for these Town Planning Schemes based on MoU between the Authority and 2000Watt Smart Cities Association
10. Act as a facilitator in proposing commercially viable investment opportunities for these Town Planning Schemes based on MoU between Government of Maharashtra and Enterprise Singapore (Government of Singapore)
11. Act as a facilitator in proposing commercially viable investment opportunities for these Town Planning Schemes based on existing or future MoUs/Collaboration Agreements similar to (9) and (10) above
12. Facilitate the adoption of sustainable elements such as carbon neutrality, energy sufficiency etc. in the planning process

## 7.7 Role of the Selected Applicant

Selected Applicant will:

1. Ensure integrated and systematic planning in conformance with the Authority and provision of infrastructure and other facilities as per prescribed norms and acts/rules
2. Prepare the Redistribution Plan, in coordination with the Authority, which shall inter-alia include details of redistribution of land/built space amongst the constituents or any other form of fair exchange as mutually agreed by all constituents through a valid and binding legal agreement that should adequately reflect all the terms and conditions and will form the basis to resolve any grievances amongst the constituents arising in future and execute the same

3. Prepare layout plans and detailed site plans, for lands returned to the Selected Applicant, in accordance with the Development Plan or applicable Development Control norms
4. Secure necessary approvals including but not limited to layout plans and detailed site plans from PMRDA
5. Develop all internal roads, neighbourhood level amenities and other applicable infrastructure where required except for the trunk infrastructure
6. Ensure timely payment of Infrastructure Contribution / Betterment Charges to the Authority, if needed, as determined under MR&TP Act
7. Support the efforts of the Authority to attract commercially viable investment opportunities
8. Support the efforts of the Authority to adopt the sustainable elements such as carbon neutrality, energy sufficiency etc. in the planning process



# APPENDICES

## 8 Appendix I

### 8.1 Form – 1: Format of Letter of Application

#### **Letter of Application**

To,

Metropolitan Commissioner and CEO  
Pune Metropolitan Region Development Authority

Subject: Application for Land Pooling Process

Reference: PMRDA's EOI for Selection of Land Parcel(s) for Town Planning Scheme(s) via notice no \_\_\_\_, dated \_\_\_\_

Dear Sir,

We, the undersigned, having gone through and fully understood all of the eligibility and selection/qualification requirement and information provided, the undersigned hereby apply for the Selection for the captioned EOI. We are enclosing our Application for Selection in one (1) original, with the details as per the requirements of the EOI Document, for your evaluation. We confirm that our Application is unconditional and unqualified and is valid for a period 180 (One Eighty) days from the \_\_\_\_ (Application Due Date)

We agree to all terms and conditions stipulated in the EOI and CSD/CSC documents and understand that you are not bound to accept any or all the Applications you receive. Thanks.

Yours faithfully,

Name and Title of Authorized Signatory:

Name of Agency/Individual:

8.2 Form - 2

**Particulars of the Applicant**

Name of the Applicant	
Address	
Applicant Type (Firm/Individual)	
State whether applying as Sole Entity or Lead Entity of a a group of firms and/or individuals:	
Contact Number	
Email	
Name and Address of the Person Holding the Power of Attorney	Name:  Address:
PAN Number	
AADHAR Number (in case of an Individual)	
Domicile State (in case of an Individual)	
Year of Incorporation (in case of a Firm)	
GST Registration Number (in case of a Firm)	
Are you (or any member of the a group of firms and/or individuals, if applicable) presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details) (in case of a Firm)	

If the Applicant is Lead Member of a a group of firms and/or individuals, state the following for

A. each of the other Member Firms:

(a) Name of Firm:

(b) Legal Status and country of incorporation:

(c) Registered address and principal place of business:

B. Each of the Individuals:

(a) Name of Individual:

(b) Address:

(c) Email Id:

(d) Phone Number:

(e) AADHAR Number:

(f) PAN Number:

**Note:** If AADHAR Number or PAN Number is not available, undertaking to that account shall be provided and self-attested copy of other acceptable proof of identity shall be attached.

8.3 Form – 3

**Particulars of the Land**

#	Gut Number /Survey Number	Owner's Name(s)	Area in Sqm	Owner Type: Individual/Firm	PAN Number (in case of a Firm)	AADHAR Id (in case of an Individual)

Total Area of Land tendered through this Application is \_\_\_\_\_ Square metres

**Note:** If AADHAR Number or PAN Number is not available, undertaking to that account shall be provided and self-attested copy of other acceptable proof of identity shall be attached.

## Power of Attorney

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son / daughter / wife and presently residing at ....., who is presently employed with / retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") 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 Application for and selection for "EOI for **Selection of Land Parcel(s) for Town Planning Scheme(s)**", issued vide tender notice no \_\_\_\_ by the Pune Metropolitan Region Development Authority (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Land Pooling Process and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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 ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

**Statement of Legal Capacity**

Date:

To,

.....  
.....  
.....

Dear Sir,

Sub: EOI for \_\_\_\_\_ via tender notice\_\_\_\_ dated\_\_\_\_\_

I/We hereby confirm that we, the Applicant (along with other members in case of a group of firms and/or individuals, the constitution of which has been described in the Application), satisfy the terms and conditions laid down in the EOI document.

I/We have agreed that ..... (insert Applicant’s name) will act as the Lead Member of our group of firms and/or individuals.

I/We have agreed that ..... (insert individual’s name) will act as our Authorised Representative/ will act as the Authorised Representative of the a group of firms and/or individuals on our behalf and has been duly authorized to submit our Application. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same. Further, the authorised signatory is vested with requisite powers to decide on all matters related to this Land Pooling Process including but not limited to submission of the Application, re-distribution of assembled land amongst the members of a group of firms and/or individuals or any other form of compensation and power to negotiate with the Authority and power to decide on the discharge of various functions as the landowners as required under MR&TP Act towards preparation and finalization of Town Planning Scheme.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of .....

(to be countersigned by all constituents of the group of firms and/or individuals, if applicable)

8.6 Form – 6

**Preferences for Economic Activity/Function**

Preference 1:	
Preference 2:	

[Note: Choose from the below available options

1	Agro and Food Processing
2	AI
3	AI and Robotics
4	Ancillary Industry - Automobile, Engineering, Electronics
5	Automotive
6	Biotechnology
7	Business Tourism
8	Defence Equipment Manufacturing
9	Design
10	Education
11	Electric Mobility
12	Finance
13	FinTech
14	Healthcare
15	High Tech Engineering and Electronics
16	High Value Agriculture
17	Higher Education
18	Industrial
19	IOT
20	IT/ITES
21	Logistic and Warehousing
22	Media and Entertainment
23	Pharmaceutical
24	R&D
25	Renewables
26	Residential
27	Retail
28	Riverfront Pilgrimage
29	Smart Farming
30	SMEs – Electronics
31	Tourism and Hospitality (Medical Leisure)
32	Any other economic activity that the Applicant may feel appropriate



8.7 Form – 7

**Power of Attorney as required under clause 2.1.1**

(On Non – judicial stamp paper of Rs 500/- or such equivalent Document duly attested by notary public)

**कुलमुखत्यार पत्र**

< १.

.....>

... लिहून घेणार

<१.

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.....>

... लिहून देणार

## कारणे कुलमुखत्यारपत्र लिहून देतात की,

१. मिळकतीचे वर्णन: तुकडी पुणे, पोट तुकडी तालुका \_\_\_\_\_, जिल्हा पुणे  
मे. दुय्यम निबंधक \_\_\_\_\_ यांचे तसेच \_\_\_\_\_ च्या हद्दीतील  
गाव मौजे \_\_\_\_\_ येथील -

अ.

गट न. / सर्व्हे न.	क्षेत्र	चतुःसीमा	मालकी (लिहून देणार क्र. )	

येणेप्रमाणे चतुःसीमा जमीनी त्यातील झाडोरा, दगड, माती, जल, तरु, तृण, काष्ठ, पाषाण, वगैरे सर्व तदंगभूत वस्तुसहित व जाण्यायेण्याच्या वगैरे वहिवाटीचे सर्व हक्कांसहीत दरोबस्त जमीन. सोईकरिता सदर क्षेत्राचा उल्लेख यापुढे 'सदर जमिनी' असा केला आहे.

२. वर कलम १ यात वर्णन केलेली जमीन लिहून देणार यांचे स्वकष्टार्जित / वडिलोपार्जित मालकीची असून लिहून देणार यांच्या ताबेवहीवाटीत आहे. लिहून देणार व लिहून घेणार हे पुणे महानगर प्रदेश विकास प्राधिकरण यांनी दि. १० जानेवारी २०२० रोजी नोटीस क्रमांक १२ द्वारे जारी केलेल्या स्वारस्य अभिव्यक्ती (Expression of Interest) मध्ये भाग घेऊ इच्छितात. त्याअनुषंगाने लिहून देणार हे महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम (MRTP Act), महाराष्ट्र प्रादेशिक व नगर रचना नियम व इतर अनुषंगीक कायदे / नियम यांतर्गत राबविण्यात येणाऱ्या नगर रचना योजनेमधील लाभार्थी जमीनधारकांना सदर योजनेबाबत प्राप्त आमचे नावे सर्व अधिकार, हक्क व कर्तव्ये तसेच आमचे नावे सर्व कामे व कृत्ये करणेचा हक्क व अधिकार या कुलमुखत्यारपत्राद्वारे लिहून घेणार यांना आमचे कुलमुखत्यार नेमून लिहून घेणार यांस देत आहोत. सदरहू अधिकार, हक्क व कर्तव्ये यातील ठळक बाबी खालील प्रमाणे आहेत:

२.१	जमीन मालकातर्फे नोटीस स्वीकारणे
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२.२	जमीन मालकातर्फे सुनावणीस हजर राहणे
२.३	समुचित प्राधिकरण/लवाद यांचेकडे होणारे सुनावणीच्या अनुषंगाने आवश्यक कागदपत्रे जमीन मालकातर्फे सादर करणे
२.४	जमीन मालकातर्फे अर्ज सादर करणे व म्हणणे मांडणे, तसेच जमीन मालकातर्फे तांत्रिक मुल्यांकनाबाबतचे मुद्दे मांडण्याचे अधिकार
२.५	मूळ भूखंडाचे ताबा देणे व अंतिम भूखंडाचे ताबा घेण्याचे अधिकार
२.६	नगर रचना योजनेमध्ये सार्वजनिक सुविधा/रस्ते इ. जागेचा ताबा देणेसंबंधी संमती देणेबाबतचे अधिकार
२.७	अंतिम नगर रचना योजनेच्या अनुषंगाने नोटीस स्वीकारणे व न्यायाधीकरणाकडे अपील त्यामधील म्हणण्यासह सादर करणेबाबत अधिकार
२.८	अंतिम भूखंडाचे सीमांकनाबाबत नियोजन प्राधिकरण अथवा लवाद यांनी सीमांकन केलेले भूखंड स्वीकारणे अथवा सीमांकनाबाबत उध्दभवणारे सर्व अधिकार
२.९	नियोजन प्राधिकरण कडून प्रारूप नगर रचना योजना तयार करतेवेळी भूखंडधारक/मालक यांचेवतीने वरील प्रमाणे व याव्यतिरिक्त आवश्यक असल्यानुसार सर्व अधिकार
२.१०	नगर रचना योजना तयार करण्याच्या विविध टप्प्यांवर (प्रारूप प्राथमिक आणि अंतिम नगर रचना योजना) आवश्यक तेथे संमती देण्याचे अधिकार
२.११	जागेच्या मोजणीचेवेळी भूमी अभिलेख कार्यालयाकडून देण्यात येणारे नोटीस स्वीकारणे, मोजणीचेवेळी प्रत्यक्ष जागेवर हजर राहणे आणि मोजणीच्या अनुषंगाने आक्षेप असल्यास अर्ज दाखल करणेचे अधिकार

२.१२	नगर रचना योजना MRTD Act खाली तयार करीत असताना त्यास लागू असलेले इतर अनुषंगिक अधिनियम /नियमांतर्गत संमती देण्याबाबतचे (जमीन मालकांच्या वतीने) अधिकार
	इतर अनुषंगिक बाबी, अधिकार, कामे, कृत्ये इत्यादी

३. प्रस्तुतच्या कुलमुखत्यारपत्राने आम्ही तुम्हांला ज्या ज्या गोष्टी करण्याचे अधिकार दिले आहेत त्या सर्व गोष्टी तुम्हास करता येतील अथवा त्या सर्व गोष्टी करण्यासाठी तुम्हांस अन्य व्यक्तीशी कुलमुखत्यार नेमुन त्यास सर्व अधिकार देता येतील. त्याकरिता आमच्या वेगळ्या संमतीची गरज राहणार नाही.

४. प्रस्तुतच्या कुलमुखत्यारपत्राने आम्ही तुम्हांस दिलेल्या अधिकाराने तुम्ही किंवा तुम्ही ज्यास कुलमुखत्यार नेमाल त्यांस ज्या ज्या कायदेशीर गोष्टी कराव्या लागतील त्या त्या सर्व गोष्टी आम्ही स्वतः केल्या आहेत असे समजण्यात येईल व त्या सर्व गोष्टी आमच्यावर बंधनकारक राहतील.

५. सदर कुलमुखत्यारपत्र हे फक्त पुणे महानगर प्रदेश विकास प्राधिकरण यांकडून दि. १० जानेवारी २०२० रोजी नोटीस क्रमांक १२ द्वारे जारी केलेल्या स्वारस्य अभिव्यक्ती (Expression of Interest) द्वारे राबविण्यात येणाऱ्या नगर रचना योजनेबाबत घ्यावयाच्या निर्णयासाठी लिहून ठेवलेले आहे. इतर कुठल्याही बाबींकरिता अधिकार दिलेले नाही.

वरीलप्रमाणे प्रस्तुतचे कुलमुखत्यारपत्र आम्ही तुम्हांस राजीखुषीने व अक्कलहुशारीने लिहून दिलेले असून ते आमच्यावर व आमच्या वालीवारसांवर बंधनकारक राहिल व त्यातील सर्व मजकूर वाचून घेऊन समजून उमजून घेऊन त्याखाली आज रोजी पुणे येथे साक्षीदारांसमोर आपापल्या सहाया / अंगुठे केलेले आहेत.

## 9 Appendix II: MoU for a Group of Firms and/or Individuals

### **Format for Memorandum of Understanding (MoU) for Group of Firms and/or Individuals**

(On Non – judicial stamp paper of Rs 500/- or such equivalent Document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this \_\_\_day of \_\_\_\_\_ 2020 at \_\_\_\_\_ among \_\_\_\_\_ and having its registered office at / permanent address as \_\_\_\_\_, (hereinafter referred as"\_\_\_\_\_", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

\_\_\_\_\_ and having its registered office at / permanent address as \_\_\_\_\_, (hereinafter referred as"\_\_\_\_\_", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

And

...

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Pune Metropolitan Region Development Authority (PMRDA), has invited Expression of Interest (EOI) from individuals and/or entities interested for Selection of Land Parcel(s) for Town Planning Scheme(s), ("Land Pooling Process") as per the terms contained in the EOI Document.

AND WHEREAS the Parties have had discussions for formation of a group of firms and/or individuals for bidding for the said Land Pooling Process and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

#### **IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. That the roles and the responsibilities of each Party at each stage of the Land Pooling Process shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Land Pooling Process and in accordance with the terms of the Contract Agreement to be executed on Selection, if any.

3. That this MoU shall be governed in accordance with the laws of India and courts in Pune shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party

2. Second Party

3. Third Party...

Witness:

## 10 Appendix III: Deleted

## 11 Appendix IV: Deleted