

महाराष्ट्र MAHARASHTRA

● 2022 ●

BW 733774



This Stamp is an integral part of the Memorandum of Understanding Dated 17th April 2023 entered amongst Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) and Thane Municipal Corporation (TMC).

TMC



MAHAPREIT





MEMORANDUM OF UNDERSTANDING

BETWEEN

**MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE
TECHNOLOGY LIMITED (MAHAPREIT)**

AND

THANE MUNICIPAL CORPORATION (TMC)

FOR

URBAN RENEWAL SCHEMES IN THANE

TMC



MAHAPREIT



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered on this 17th April 2023 at Thane, Maharashtra, India.

BETWEEN

Mahatma Phule Renewable Energy and Infrastructure Technology Limited subsidiary of MPBCDC, a Government of Maharashtra undertaking Office at 1-N, Gulmohar Cross Road No 9, JVPD Scheme, Juhu, Mumbai 400049, Maharashtra, hereinafter referred to as **"MAHAPREIT"**.

AND





Thane Municipal Corporation, headquartered at 'Mahapalika Bhavan', General Arun Kumar Vaidya Marg, Panchpakhadi, Thane West, hereinafter referred to as **"TMC"**.

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Whereas Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) is subsidiary of MPBCDC, a Govt of Maharashtra company, engaged in Renewable Energy and Infrastructure Technology. MAHAPREIT has separate verticals of Emerging Technology areas, Infrastructure, Affordable housing and Renewable Energy-E Mobility (EV). MAHAPREIT identifying new initiatives and new project proposals primarily to support **start-ups** entrepreneurs and individual / other entity beneficiaries as eligible under MPBCDC norms, as notified from time to time. The projects are also intended to create employment and revenue generations for the targeted community group.

Whereas MAHAPREIT Board has approved the Procurement cum Tender Policy vide its Board Resolution no 4/6/2021-22 in the meeting of Board of Directors held on 04/02/2022.

MAHAPREIT desires to appoint various Channel Partners for carrying out specified projects to achieve the above objectives in various verticals. The scheme of Channel partners will also make variable good opportunity to innovative technologies to industry and stake holders of such projects. Each vertical will be allocated different categories of Channel Partners so as to develop the projects on fast track and to support the qualified stake holders as per eligibility norms of various projects / bid process as may be undertaken or sponsored or participated or managed by MAHAPREIT.

<p>TMC</p>  	<p>MAHAPREIT</p>  
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THANE MUNICIPAL CORPORATION

Thane Municipal Corporation is the governing body of the city of Thane, established on 1st October, 1982 in the Indian state of Maharashtra. The Municipal Corporation consisting of democratically elected members, is headed by a mayor and administers the city's infrastructure, public services, and transport. The TMC has jurisdiction over an area admeasuring 128.23 sq.km. which is bounded by the MCGM on South, MBMC on West, KDMC/NMMC on East and BSNA on the north.

MAHAPREIT and TMC are hereinafter admittedly referred to individually as "Party" and collectively as "The Parties".

1. Objectives:

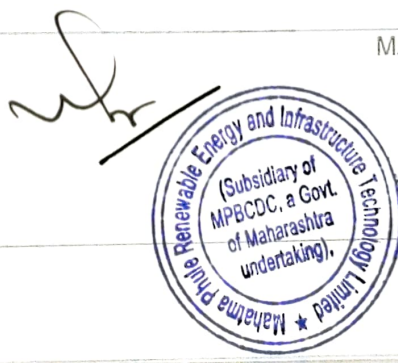
In order to facilitate planned and organized redevelopment of existing unplanned, dilapidated and largely unauthorized settlements, Government of Maharashtra, after long persuasion from the Public Representatives, Residents and the Administration of Thane Municipal Corporation, has approved the Urban Renewal Scheme (herein referred as "URS") policy & Regulation for Thane. For facilitating the redevelopment of old, dilapidated and unauthorized buildings in Thane City, new provision was introduced under Regulation No. 165 of Thane DCR on 5th July 2017 vide notification No. TPS/1213/2726/CR-24/14/UD-12. The said Regulation is being incorporated with certain changes vide regulation No. 14.8 under Unified Development Control and Promotion Regulations (UDCPRs) for state of Maharashtra which came into force vide notification no. TPS.1818/CR-236/18/Sec.37 (IA)/UD-13, dated. 2nd December 2020. with due respect to the govt. notification of the urban renewal scheme in larger public interest and to that implementation of URS shall be regarded as public purpose

For facilitation in planning and implementation of **Urban Renewal Scheme**, 45 URPs are demarcated in Thane city out of which 6 URPs are prioritized for implementation and consented by the Government namely, Hajuri, Rabodi, Kopari, Tekdi Bungalow, Lokmanya Nagar and Kisan Nagar. Out of the six **Urban Renewal Plan (URPs)**, Urban Renewal Cluster 1 of Urban Renewal Plan 6 (Tekdi Bungalow), Urban Renewal Cluster 1 & 2 of Urban Renewal Plan 11 (Hajuri) and Urban Renewal Cluster 5 & 6 of Urban Renewal Plan 12 (Kisan Nagar) (herein after referred to as the "**said URS**") have been zeroed upon for further execution with joint involvement of MAHAPREIT and TMC.

TMC



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Now, therefore, MAHAPREIT and TMC wish to finalize the broad principles of their understanding as outlined in the following sections.

2. Broad Principles of Understanding

- 2.1. This Memorandum of understanding is made to undertake and facilitate the Urban Renewal Scheme of Urban Renewal Cluster 1 of Urban Renewal Plan 6 (Tekdi Bungalow), Urban Renewal Cluster 1 & 2 of Urban Renewal Plan 11 (Hajuri) and Urban Renewal Cluster 5 & 6 of Urban Renewal Plan 12 (Kisan Nagar) in particular and a greater number of Urban Renewal Clusters in future if the Parties so decide mutually.
- 2.2. For the project of the **said URS**, MAHAPREIT will appoint **Architectural & Master Planning consultant (AMTAC)** a Financial Consultant (FC) to prepare the master plan and ascertained TEV & RSA. Accordingly, the project funding structure alongwith the phasing & scheduling of the project shall be prepared and finalised by the MAHAPREIT. MAHAPREIT may constitute a separate URS project cell for effective & efficient implementation of the URS.
- 2.3. TMC will provide authenticated base data, especially the carpet area of beneficiary rehabilitation liability, reservations binding due to statutory plans, and development potential due to DCRs, among other things for the purpose of the said TEV and RSA.

3. Mutual Roles and Responsibilities

3.1. Responsibilities of the Thane Municipal Corporation (TMC)

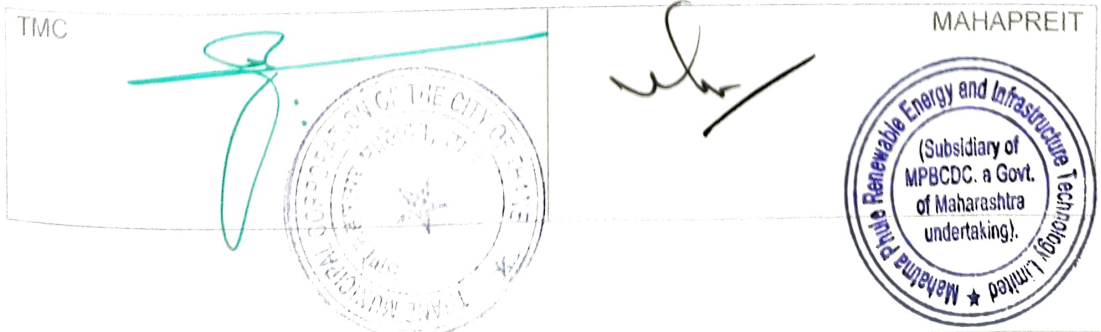
- 3.1.1. Complete the boundary Delineation of the **said URS**.
- 3.1.2. Complete the geospatial Survey and preparation of GIS Map with CIMS and provide data to MAHAPREIT for the TEV and RSA
- 3.1.3. Complete the draft Beneficiary list publication, hearing of objections/ suggestions on published list, the publication of final Beneficiary list and provide data to MAHAPREIT for the TEV and RSA

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- 3.1.4. Obtain landowner's consent, residents' society consents and individual consents from occupants, obtain developments rights from Landowner and Occupants with TMC (DA & POA) (Development Agreement & Power of Attorney)
- 3.1.5. Complete the verification of land ownership & occupancy tenure i.e., PR CARD, 7/12 Abstract, DA etc. and Joint Measurement survey from the competent Authority.
- 3.1.6. Obtain developments rights from Landowner and Occupants in favour of TMC by execution of necessary agreements, upon obtaining consents of all concerned persons / entities.
- 3.1.7. Obtain Joint Measurement survey of the land parcels from the competent authority.
- 3.1.8. To take the responsibility (excluding financial) in the procedural aspect of acquisition of the land parcels under designated reservation of Thane DP, the land parcels belonging to Government Departments and vacant parcels of the private land located in, around and contiguous to the **said URS**.
- 3.1.9. Facilitate towards arrangement of Transit Accommodation, if required.

3.2. Responsibilities of the Mahatma Phule Renewable Energy & Infrastructure Technology (MAHAPREIT).

- 3.2.1. Submit proposal to MAHAPREIT board, obtain approval and supervise to completion the execution of the agreement for implementation of the said URS project.
- 3.2.2. Appointment of various Consultants covering inter alia Architectural Master Planning, Infrastructure design, Financial Consultant for feasibility and development/financial modelling based on such design, or raising of funds, Consultant for Marketing, Public Relations and sales strategy advice, Consultant for transaction advisory services including PMC etc.



3.2.3. To make entire arrangement for successful implementation of the URS in all respect as per this MoU & subsequent General Definitive Ageement (GDA) and Definitive Commercial Agreement (DCA) to be executed after the final TEV & RSA.

3.2.4. In addition, the Parties agree to the following General Conditions of this Memorandum of understanding which shall be binding on both the Parties: -

4. General conditions:

- 4.1. The Parties agree that issuance, in connection with or in pursuance of this Understanding, of any press releases / press statement or any other forms of public communication or announcement or any other related documents, data or design shall be subject to prior written concurrence by both the Parties.
- 4.2. The Parties acknowledge and agree that this MOU does not constitute a partnership, joint venture or similar arrangement whereby the Parties can be held jointly liable vis-a-vis third parties or for any other purposes.
- 4.3. The Parties acknowledge and agree that nothing in this MOU shall be deemed to be a commitment or obligation of funds from either TMC or MAHAPREIT.
- 4.4. Notwithstanding any other clause in this MOU, no Party shall be liable to any other Party to this MOU for any indirect, punitive or consequential damage, loss of profit or loss of opportunity.
- 4.5. This Memorandum of Understanding may be amended only by written agreement by the Parties.
- 4.6. Nothing in or relating to any provision in this MOU shall be deemed a waiver, express or implied, of the privileges and rights enjoyed by the MAHAPREIT.
- 4.7. Nothing in or relating to any provision in this MOU shall be deemed a waiver, express or implied, of the privileges and rights enjoyed by the TMC.

TMC



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- 4.8. This MOU will be valid for a period of one (1) year and may be terminated by either party by providing three month written notice. The action of GDA & DCA are expected to be completed before the validity period.
- 4.9. If any Dispute arises between the Parties which is not resolved by mutual negotiations, then the dispute shall be referred to the Arbitrator appointed through mutual agreement. The Arbitration Proceedings shall be held at Mumbai/ Thane and the decision of the Arbitrator shall be final and binding on both the parties. The Arbitration Proceeding shall be in English language only. The Arbitration and Reconciliation Act, 1996 or any statutory modification or re-enactment thereto or thereof for the time being in force will be applicable to the proceedings. Only the Courts of law in Mumbai/Thane have jurisdiction to try, entertain and decide any litigation arising out of the MoU.
- 4.10. Notwithstanding anything contained in this MoU, no party shall be bound by this MoU in case of any natural calamities or an act of God adversely affecting the MoU.
- 4.11. No waiver of any provisions of this MoU shall be effective unless and until set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this MoU shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other rights, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by another Party of any provision hereof shall be deemed to be waiver of any subsequent breach of that or any other provision hereof.
- 4.12. This MOU shall be executed to the benefits of the parties and is binding upon the Parties hereto and their respective successors and legal representatives. This MoU shall not be assignable by any Party.
- 4.13. Each and every obligation under a particular clause of this MoU shall be treated as separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision or provisions of this MoU are unenforceable they shall be deemed to be deleted from this MoU, and any such deletion shall not affect the enforceability of this MoU. The illegality, invalidity or unenforceability of any provision of this MoU, whether in whole

TMC



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or in part, under the law of any other jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision or part.

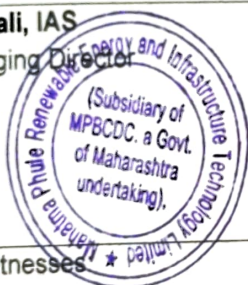
IN WITNESS WHEREOF, the Parties have set their respective hands and seals to these present through their duly authorized representatives on the date here in below written.

Signatories

Signed for and on behalf of
**MAHATMA PHULE RENEWABLE ENERGY
AND INFRASTRUCTURE TECHNOLOGY
LIMITED,**
By a duly authorised representative



Shri. Bipin Shrimali, IAS
Chairman & Managing Director



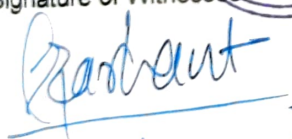
Signed for and on behalf of
THANE MUNICIPAL CORPORATION.
By a duly authorised representative



Shri. Abhijeet Bangar, IAS
Municipal Commissioner



1) Signature of Witnesses:



Name: Prashant Gedam

2) Signature of Witnesses:



Name: Prashant M. Rode

Dy. Municipal Commissioner
Thane Municipal Corporation, Thane

Date: 17/04/2023

Place: Thane

TMC



MAHAPREIT



ABBREVIATIONS

MAHAPREIT - Mahatma Phule Renewable Energy and Infrastructure Technology Limited.

DA & POA - Development Agreement & Power of Attorney

DCR - Development Control Regulations

EPC- Engineering, Procurement and Construction

KDMC - Kalyan Dombivli Municipal Corporation

NDA - New Town Development Authority

NMMC - Navi Mumbai Municipal Corporation

MCGM - Municipal Corporation of Greater Mumbai

MBMC - Mira-Bhayandar Municipal Corporation

MOU - Memorandum of Understanding

BSNA - Bhiwandi Surrounding Notified Area

PMAY-Prime Ministers Awas Yojana

PPP - Public Private Partnership

RSA-Risk Sharing Analysis

SPA - Special Planning Authority

TMC - Thane Municipal Corporation

TEV - Total enterprise value

URP -Urban Renewal Plan

URS - Urban Renewal Scheme

URC- Urban Renewal Cluster

UDCPR - Unified Development Control and Promotion Regulations

TMC



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