

**TENDER DOCUMENT
INVITING
COMPETITIVE
BID OFFER
FOR REDEVELOPMENT**

Tender No . SUJATACHSL 2023-24_____

**SUJATA NIVAS CHSL, S.V. ROAD,
BANDRA (WEST), MUMBAI 400 050.**

Table of Contents

| | |
|------------------------------------------------------------|----|
| CHECKLIST FOR SUBMISSION OF BID DOCUMENT | 1 |
| TENDER NOTICE | 3 |
| ➤ COLLECTION OF TENDER DOCUMENT | 3 |
| ➤ PRE-BID MEETING | 3 |
| ➤ SUBMISSION OF OFFERS | 3 |
| ➤ OPENING OF TENDER | 4 |
| ➤ VALIDITY OF OFFER | 4 |
| INTRODUCTION | 5 |
| ➤ Detail of Plot Area | 5 |
| ➤ Detail of Existing Members | 5 |
| DP REMARK 2034 | 6 |
| TENDERING PROCESS | 7 |
| ➤ ELIGIBILITY CRITERIA | 11 |
| DEFINATION OF TERMS | 12 |
| INSTRUCTIONS | 16 |
| GENERAL CONDITIONS | 22 |
| GENERAL CONDITIONS OF CONTRACT | 27 |
| SAFETY CODE | 49 |
| GENERAL SPECIFICATIONS | 52 |
| TECHNICAL SPECIFICATIONS – INTERNAL | 60 |
| TECHNICAL SPECIFICATIONS – EXTERNAL | 67 |
| LIST OF APPROVED MATERIALS | 78 |
| ANNEXURE I | 84 |
| ANNEXURE II - A | 86 |
| ANNEXURE II - B | 88 |
| ANNEXURE III | 90 |
| ANNEXURE IV | 91 |
| DRAFT LETTER FOR SUBMISSION OF BID OFFER | 92 |
| LIST OF DOCUMENTS ARE AVAILABLE WITH SOCIETY RECORDS | 95 |

CHECKLIST FOR SUBMISSION OF BID DOCUMENT

Tender Document

1. Fill in the information wherever indicated.
2. Table Information required from Bidders must be filled in completely.
3. Sign wherever indicated and affix your seal. Only authorized person should sign.
4. Put your initials and company's seal on each and every printed page. Enclosed

(Yes/No)

| Sr No | Content | Enclosed (Yes/No) |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| | Technical Bid along with its enclosure's - Envelope 1 | |
| 1 | Duly filled, Signed and sealed forms A to F in the specified Formats only. | |
| 2 | List of owned resources such as Organizational Structure – Executive Team incl. Civil Engineers, Architect, Skilled Manpower and Equipment/Machinery | |
| 3 | Proofs for peaceful Possessions of Residential Development - Area executed in last five years. | |
| 4 | True copies of CC and OC for all the completed projects and IOD/CC for all Under construction projects. Details of completed redevelopment projects & Under Execution Redevelopment Project | |
| 5 | <ul style="list-style-type: none"> • CREDAI certificate or BAI certificate (Mandatory) • ISO Accreditation certificate (Optional) | |
| 6 | <ul style="list-style-type: none"> • Company/Firm Profile, including contacts details. • Copies of company's share holding pattern under ROC, OR the Firm's capital-contribution pattern, as the case may be, certified by C S firm — Solvency Certificate to be certified by Nationalized Bank only. • Maha Rera Registration details of firm/company — additionally. | |
| 7 | Time Line Chart —Total Execution of the project Mandatory | |
| | Financial Credentials — Envelope 2 | |
| 1 | Certified True copies of Pan Cards & Aadhar Cards of firm and its Directors/partners | |
| | Certified True Copy of Vat Registration certificate | |
| | Certified True Copy of GST Number Must | |

| | | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------|--|
| | EPF Registration certificate, ESIC Registration Certificate, labour License, Plumbing License, Electrical Contractor certificate (Optional). | |
| 2 | Certified True copies of Audited Balance Sheets (Last 3 Years) | |
| 3 | Certified True copy of Tax Audit Reports (Last 3 years) | |
| 4 | Latest Bank Solvency certificate as issued by Nationalized Bank | |
| 5 | Net worth Certificate (Attested by a certified chartered Accountancy firm.) | |
| | Commercial Offer - Envelope 3 | |
| | Commercial offer Duly Signed and Sealed as per Specified Format (Annexure) enclosed herewith. | |
| | Earnest Money Deposit - Envelope 4 | |
| | Marked as "EMD" | |

Note:-

All the above mentioned Four envelopes have to be packed in One Envelope, which should be sealed and addressed to Hon. Secretary / Chairman of Sujata Nivas Chsl, S.V. Road, Bandra (West), Mumbai 400 050.

Note:

Interested Bidders shall submit Original Copy of Tender Document with due attestation.

TENDER NOTICE

Date:21/06/2023

Sealed tenders are invited from Developers of repute having adequate resources and experience in the execution of similar works of comparable magnitude, for proposed redevelopment of Sujata Nivas Chsl, S.V. Road, Bandra (West), Mumbai 400 050 admeasuring 1417.20 sq. mtr. as per property card records. The said proposal is use structure of residential tenements, details of which will be comprehensively provided in the Tender Document.

➤ **COLLECTION OF TENDER DOCUMENT**

Interested participants may purchase the tender document from 21st June 2023 to 7th July 2023 between 11:30 am to 2 pm and from 05.00 pm to 07.00 pm from Society premises, on payment of non- refundable cost of Rs. 25,000/- (INR Twenty Five Thousand Only) by Pay Order / Demand Draft in favour of "Sujata Nivas CHSL," payable at Mumbai with Bank Confirmation Letter in Original. The tender document should be collected by a person authorized to do so and on submission of duly signed authority letter/ certified true copy of Board Resolution (as the case may be) on the interested participant's letterhead.

➤ **PRE-BID MEETING**

A pre-bid meeting will be held on Saturday 8th July 2023 (time & venue will be intimated) to clarify any concerns bidders may have with the solicitation of documents, scope of work and other details of the requirement of the tender bidding process.

➤ **SUBMISSION OF OFFERS**

Total interest free Earnest Money Deposit (EMD) is Rs. 1,00,00,000/- (INR. One Crores Only/-)

Mode of Payments :

1st Installment

The tenderer shall furnish **Rs. 50,00,000/- (Rs.Fifty Lakhs only) along with the sealed offer as an advance amount of total EMD** for the work as specified till Saturday, 22nd July 2023 upto 07.00 p.m. The EMD shall be in the form of Demand Draft/pay order drawn in favour of "Sujata Nivas CHSL" issued by any nationalized / scheduled bank, payable at Mumbai along with Bank Confirmation Letter in original. No interest will be payable on the EMD. The offers without EMD shall be summarily rejected.

2nd Installment

Only final developer shall furnish the remaining Rs.50,00,000/- (INR Fifty Lakhs only) by way of Demand Draft / Pay Order drawn in favour of "Sujata Nivas CHSL", issued by any nationalized / scheduled bank, payable at Mumbai along with Bank Confirmation Letter in original should be submitted to society, after final meeting of 79(A) developer selection & before issuing the Letter of Intent to the selected developer.

Bid offer shall not be accepted without a valid EMD Demand Draft / Pay Order; and the said bid may stand rejected for this reason alone & if it is not completed with Society demand.

List of all the received offers will be displayed on the notice board of our Society on 22nd July 2023.

➤ **OPENING OF TENDER**

All offers received by 22nd July 2023 till 07.00 pm, will be opened in a Special General Body Meeting with managing committee members of the Society to be held on 23rd July 2023, at 11.00 am at Society premises. Authorized representatives (maximum two) of bidders and members of the society desirous of remaining present can remain present for the meeting as observers.

➤ **VALIDITY OF OFFER**

The submitted offer should be valid for a period of 180 days from the date of opening of the tender. Sujata Nivas, S.V. Road, Bandra (West), Mumbai 400 050 (hereinafter referred to as the "Society") reserves the right to extend the validity under intimation to all participating developers.

The information given in this tender document is given in good faith and meant only as guidance. However, it is the responsibility of the bidder to check and verify the same prior to submission of bid offer. The Society reserves the right to reject any or all offers without assigning any reason whatsoever.

Sd/-
Hon. Secretary
SUJATA NIVAS CHSL

INTRODUCTION

The proposed Society is located at S.V. Road, Bandra (West), Mumbai 400 050; the details of which are as follows:

➤ Detail of Plot Area

The following are the details of the existing tenements on the said plot:

| Sr. No. | Description | Area (Sq. Mt.) | Area (Sq. Ft.) |
|---------|--------------------------------|----------------|----------------|
| 1 | Plot Area as per Property Card | 1,417.20 | 15,254.74 |
| 2 | Road Set Back | 282.20 | 3037.60 |
| 3 | Net Plot Area | 1135.00 | 12217.14 |

➤ Detail of Existing Members

(As per Physical Survey measurements)

| FLAT NO. | CARPET AREA INCLUDING EXISTING OTLA & EXISTING BALCONY | CARPET AREA INCLUDING EXISTING OTLA, BALCONY & ADDITIONAL AREA CONSTRUCTED BEYOND BUILDING LINE |
|----------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| A WING | (IN SQ.FT) | (IN SQ.FT) |
| 1 | 710.10 | 710.10 |
| 2 | 534.75 | 569.74 |
| 3 | 754.88 | 754.88 |
| 4 | 505.79 | 505.79 |
| 5 | 754.88 | 754.88 |
| 6 | 505.79 | 505.79 |
| 7 | 754.88 | 754.88 |
| 8 | 505.79 | 505.79 |
| B WING | | |
| 9 | 726.14 | 773.39 |
| 10 | 522.59 | 532.38 |
| 11 | 726.14 | 726.14 |
| 12 | 522.59 | 522.59 |
| 13 | 726.14 | 726.14 |
| 14 | 522.59 | 522.59 |
| 15 | 726.14 | 726.14 |
| 16 | 522.59 | 522.59 |
| C WING | | |
| 17 | 435.62 | 435.62 |
| 18 | 702.67 | 702.67 |
| 19 | 435.62 | 435.62 |
| 20 | 702.67 | 702.67 |
| 21 | 435.62 | 435.62 |
| 22 | 702.67 | 702.67 |
| 23 | 1138.29 | 1138.29 |
| GARAGES | | |
| GARAGE-01 | 157.80 | 157.80 |
| GARAGE-02 | 157.80 | 157.80 |
| GARAGE-03 | 157.80 | 224.21 |

- Total Existing No. of Residential Flats : 23 Members
- Garage : 03
- No of Buildings : 01

The place known as “SUJATA NIVAS CHSL” situated at TPS BANDRA NO-II to of F.P. No.1/C3 Village BANDRA situated in H/W - Ward, Mumbai Suburban.

DP REMARK 2034

- Plot bearing on TPS BANDRA No- II , F.P. No- 1/C3 of Village BANDRA situated in H/W - Ward, Mumbai Suburban
- Zone : R Zone (Residential)
- Reservation affecting the Land
 - Existing Road : Present
 - Proposed Road : Nil
 - Proposed Road Widening : Nil
- Reservation affecting the Land : No
- Reservation abutting the Land : No
- Existing Amenities affecting the Land : No
- Existing Amenities abutting the Land : No

TENDERING PROCESS

The aim behind this process of inviting bids is to get trustworthy and competent developer who is capable of offering that is most beneficial to the existing members of the Society within desired parameters.

COLLECTION OF TENDER DOCUMENT

1. The Tender Document should be purchased from Society office on full payment of **Rs.25,000/-** (INR Twenty Five Thousand only/-) by way of Pay Order / Demand Draft in favour of "Sujata Nivas CHSL, payable at Mumbai with Bank Confirmation Letter in Original, from Wednesday 21st June, 2023 to Friday 7th July 2023 between 11.30am to 2.00 pm & 05.00 pm to 7.00 pm from Society office. The sealed Envelope containing the tender document should be collected by a person authorized to do so and on submission of duly signed authority letter/ certified true copy of Board Resolution (as the case may be) on the interested participant's letterhead.

The aforesaid cost of Tender is non-refundable and under no circumstances of whatsoever nature the bidder can claim refund of the said amount after the tender packet is purchased.

PRE-BID MEETING

1. A pre-bid meeting will be held on Saturday 8th July 2023 (time & venue will be intimated)
2. The purpose of this pre-bid meeting is to clarify any concerns bidders may have with the solicitation of documents, scope of work and other technical details of the requirement of the redevelopment project and its tendering process before submission of bid offers.
3. The bidders should send a list, in duplicate, of any clarifications or decisions they need so as to reach the Project Management Consultants on email ids info@shilpassociates.in (PMC) and mc@sujatanivas.com (society).

SUBMISSION OF BID OFFER

1. Duly filled tender document should be submitted in sealed envelopes at Society premises from Sunday 09th July 2023 to Saturday 22nd July 2023 between 11.30 am to 2.00pm & 05.00 to 7.00pm. Bid offers submitted through post or private courier shall not be accepted.

Earnest Money Deposit (EMD)

Total interest free Earnest Money Deposit (EMD) is Rs. 1,00,00,000/- (INR. One Crores Only/-)

Mode of Payments :

1st Installment

The tenderer shall furnish **Rs. 50,00,000/- (Rs. Fifty Lakhs only) along with the sealed offer as an advance amount of total EMD** for the work as specified till Saturday, 22nd July 2023 upto 07.00 p.m. The EMD shall be in the form of Demand Draft/pay order drawn in favour of "Sujata Nivas CHSL" issued by any nationalized / scheduled bank, payable at Mumbai along with Bank Confirmation Letter in original. No interest will be payable on the EMD. The offers without EMD shall be summarily rejected.

2nd Installment

Only final developer shall furnish the remaining Rs.50,00,000/- (INR Fifty Lakhs only) by way of Demand Draft / Pay Order drawn in favour of "Sujata Nivas CHSL", issued by any nationalized / scheduled bank, payable at Mumbai along with Bank Confirmation Letter in original should be submitted to society, after final meeting of 79(A) developer selection & before issuing the Letter of Intent to the selected developer.

Bid offer shall not be accepted without a valid EMD Demand Draft / Pay Order; and the said bid may stand rejected for this reason alone & if it is not completed with Society demand.

1. Every submitted bid offer shall have **4 Annexures** containing:

| | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annexure I | Developer Details filled completely and accurately and submitted in the format prescribed in this tender with relevant documents & proofs as supporting for filled matter. |
| Annexure II-A | Details of REDEVELOPMENT considered for offer to the society duly filled in the prescribed format under 33(7)B. |

| | |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annexure II-B | <p>Details of REDEVELOPMENT considered for offer to the society duly filled in the prescribed format</p> <p>(Offer under any other DCPR 2034 provisions.)</p> <p>Note :</p> <p>1. Developer should clearly mention in which Policy has he worked the offer.</p> <p>2. If Developer working under DCPR 2034, 33(11)/33(20B) Permanent Transit Camp Policy, He should have provision of his own Permanent Transit Camp which are almost in ready condition and should be available to be clubbed and swapped at the time of procuring LOI for the project.</p> |
| Annexure III | Offer of Redevelopment to the Society duly filled in the prescribed format |
| Annexure IV | List and specifications of amenities provided to themembers duly filled in the prescribed format |

The Annexure I of the bid offer should also contain a letter as shown in **DRAFT LETTER FOR SUBMISSION OF BID OFFER** later in this document on the bidder's letterhead bearing the company seal / stamp and duly signed by the person authorized to do so.

2. The submitted bid offer should be valid for the period of 180 days from the date of opening of the tender. However, the Society reserves the right to extend the validity under intimation to all bidders.

3. Duly filled tender document should be submitted as per "Checklist for submission of Bid document" as set out hereinabove. The name and address of the BIDDER shall be written on the bottom left hand corner of the envelope. The bidder should carefully read all the documents and all the pages of bid documents including enclosures put his seal and sign on all the pages including enclosures certifying the acceptance all the terms and conditions of the bid. Unsealed envelopes shall be outrightly rejected.

OPENING OF TENDER

- a. All offers received by the Society will be opened in a special General Body Meeting consisting of managing committee members of the Society on **23rd July 2023, 11am** at Society premises.
- b. The meeting will be conducted under the guidance of the Project Management Consultants appointed for the proposed redevelopment project.

AWARDING THE TENDER

1. After taking into consideration the aspects like comparison chart and remarks submitted by the PMC, presentations by the shortlisted bidders and the bid offers, the Society will select one of the shortlisted bidders as per the procedures prescribed under 79(A).
2. Thereafter, the tender shall be awarded to the bidder with majority votes accordingly.
3. The aforesaid decision taken shall be binding on all the members of the Society and all bidders.
4. The selected bidder may be invited to redefine its bid offer that shall be finalized with the approval of the Society. However, the Developer cannot lower its original offer in any case whatsoever. If any major policy changes are to be incorporated, it should be informed to the society in advance by bidder.

CRITERIA'S

➤ **ELIGIBILITY CRITERIA**

The prospective Developer will have to provide the following document with the Technical and Financial Credentials as well as Commercial offer:

1. Proofs of relevant experience of 5 (five) executed projects of Residential/Commercial complexes with high quality construction in Mumbai regional suburban/city.
2. Certified True copies of Audited Balance sheets and Tax Audit Report for the last Three (3) financial Years with full disclosures (including litigation, source of loans and type of loans availed, Non-performing assets details (NPA) under SEBI, NCLT, any other Authority).
3. Latest Bank Solvency certificate from Nationalized bank/ Co-operative Bank.
4. Net-Worth certificate issued by Nationalized Bank/ Co-operative Bank.
5. Average Total Financial turnover in Residential construction for the last 3 (Three)Years.
6. List of own resources such as Organization (Top team inclusive of Legal or Solicitor/Architect/Structural Consultant), Manpower and Equipment.
7. Track Record for timely completion of works and customer satisfaction.
8. The Developer must submit the copies of C.C. and O.C. for all the completed Projects and IOD/C.C. for all Projects which are under Execution.
9. It is desirable that the developer must have completed, or must at least be in the process of executing, Three Redevelopment Project of the similar or more magnitude, which should have been in compliance with the guidelines as stated in Government of Maharashtra through Urban Development department modified DCPR under No. M/S/TPB-4311/452/58/2011/NV-11 dated 06.01.2012.
10. Certified True copies of Pan Card/s, EPF registration certificate, ESIC Registration' certificate, Labour License (if any), Plumbing License (if any), Electrical Contractor certificates (if any), GST Registration certificates, Service Tax Registration certificate.
11. a) Rera Registration b) Valid shop and Est License, c) for corporate bodies - Certificate of Incorporation & CIN No.-- Statutory Compliances: d) ITR- FY 18-19, 19-20 & FY 21-22 e) ROC Return-FY-19-20 f) Litigation cases filed by its purchasers of previously executed projects against the Developer g) Declaration of "No Suit, requisition, Demand Notice, No Pecuniary Liability exists against him/them) Certificate from their Bankers: their accounts is "Standard Asset" ISO Accreditation certificate, CREDAI certificate and BAI certificate (Optional).

DEFINATION OF TERMS

1. "Society/Owner" shall mean "Sujata Nivas CHSL", situated at TPS Bandra No-II to of F.P. No. 1/C3 Village BANDRA situated in H/W- Ward, Mumbai Suburban, hereinafter may be referred as "the Society", on whose behalf the enquiry is issued and shall include its successor(s)-in.-title and/ or designated assignee(s).
2. "Bidder" shall mean an Individual/association/firm/party/company/ who submits Tender to the Society within stipulated time.
3. 'Developer" shall mean the successful Bidder whose tender has been accepted by the Society to carry out redevelopment work on the terms and conditions mutually agreed and accepted in the Development Agreement.
4. P.M.C. shall mean Architect and/or the Project Management Consultant appointed by the Society which presently is, M/s Shilp Associates, having office at 317, E Square, Subhash Road, Vile Parle (East), Mumbai -400057.
5. "Project" means the proposed redevelopment of the whole of the plots of the Society after demolishing all the buildings presently existing thereon.
6. "Engineer" shall mean the project officer / project engineer or his authorized representative, who is appointed / nominated by the P.M.C. and approved by the Society to supervise and be in-charge of the work at site.
7. "Contract" shall mean the order, associated specification articles of agreement conditions including other documents agreed upon between the Society and the Developer, duly signed by the Society and the Developer as per Indian Contract Act, 1872.
8. "Valid Contract" means accepted terms and conditions as can be read from (1) Agreement between the Society and the Developer/contractor, plan / drawings approved by the Society and concerned all authorities (2) Time Schedule and Bar Charts, (3) This tender document and (4) every other document (technical /commercial/ architectural/legal) which is necessary for execution of the project, duly signed, government duty paid and registered.
9. "Specification" shall mean collectively all the terms and stipulations contained in those portions of the contract known as General Conditions and any modifications as may be made or to be made pertaining to the method and manner of performing the work or to the quantities of the materials to be furnished under this contract.

10. "Drawings" shall mean collectively the drawings referred to in the contract and also altogether new and/or such supplementary drawings as the P.M.C. may issue from time to time as also revised drawings.
11. Wherever in this Contract the words Directed, Ordered, Required, Designated, Considered necessary, prescribed or words of like import are used, it shall be understood that the direction, order, requirement, designation, permission or prescription, etc., of the P.M.C. and the Society is intended. Similarly, the words 'approval, approved, acceptable, and satisfactory' or words of like import shall mean 'approved by or acceptable or satisfactory' to the Architect/P.M.C and the Engineer, with the due approval of the Society, unless another meaning is plainly intended.
12. "Month" shall mean calendar month.
13. "Site" shall mean the actual place of the proposed project as detailed in the specification or any other place where work is to be executed under the contract.
14. "Plant", "Equipment", "Works", shall mean respectively the goods to be supplied and service to be provided by the Developer under the contract.
15. "Notice in writing" or "Written Notice" shall mean a notice in writing sent (unless delivered personally or otherwise and proved to have been received) by registered post, e-mail and/or fax to the last known contact details of the addressee and shall be deemed to have been received unless proved otherwise.
16. "Letter of Intent" shall mean the Society's letter conveying acceptance, or conditional acceptance, as the case may be, of the tender to the successful bidder and as mentioned therein.
17. "Act of Insolvency" shall mean any insolvency as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any amending statute.
18. "Engineer's Instructions" shall mean any drawings, and /or instructions oral and/or in writing details, directions and explanations, issued by the P.M.C. / Engineer from time to time.
19. "Final Completion" shall mean when the work included in the contract has been completed in all respects as per the specification, drawing, direction procuring full Occupation Certificate and the site has been cleared including the removal of labour camps and all other facilities put up by the Developer for the execution of contract.

20. "Construction Equipment" means all machinery, plant, apparatus, parts, appliances, instruments, articles and things required for erection, construction and completion of the work required for the project or any portion thereof and the operation thereof, including maintenance items, spare parts and initial supplies required for performance of the work.
21. "Supervision" Shall mean the successive control and directions given by the Society or their authorized representative in relation to the contract work.
22. "Final Completion Certificate" shall mean the Building Completion Certificate that in due course shall be issued by the Brihanmumbai Mahanagarpalika.
23. "Temporary Works" means temporary construction of every kind in and around the site required during execution / completion and maintenance of the works by the Developer.
24. "F.S.I." means Floor Space Index on the net plot area
25. "TDR" means Transferable Development Rights to be used as per relevant D.C. Regulations for Greater Mumbai 2034.
26. "MCGM" means Municipal Corporation of Greater Mumbai
27. "IOD" means Intimation of Disapproval issued by MCGM
28. "CC" means Commencement Certificate from MCGM
29. "O.C." means Occupation Certificate issued by MCGM
30. "B.C.C." means Building Completion Certificate (Issued by MCGM)
31. "CTS" means City Survey
32. "EMD" means Earnest Money Deposit
33. " D.P. Remarks 2034" means Development Planning Remarks 2034
34. "T,P. Remarks" means Town Planning Remarks
35. "NOC" means No Objection Certificate
36. "P.M.C." means Project Management Consultant
37. "P.R. Card" means Property Registration Card
38. "D.C. regulations" means Development Control Regulations for Greater Mumbai for the time being in force.
39. "R.G." means Recreational Ground

40. "15/ BS Code" means Indian Standard Code
41. "ISO" means International Standards Organization
42. "M.O.E.F. means Ministry of Environment and Forests
43. "MOA" means Memorandum Of Association
44. "AOA" means Articles of Association
45. "PAN" means Permanent Account Number issued by the Income Tax Department of Government of India
46. "VAT/ GST" means Value Added Tax or GST as may be applicable.
47. "DD" means Demand Draft
48. "CREDAI" means Confederation of Real Estate Developers Associations of India
49. "BAI" means Builders Association of India
50. "ROC" means Registrar of Companies
51. "MOFA" means Maharashtra Ownership Flats Act of 1963 as amended from time to time or any other enactment brought in force in place thereof.
52. "E.S.I.C." means Employees State Insurance Corporation
53. "P.F." means Provident Fund
54. Maharera means Real Estate Regulatory Authority.
55. "Purchasable FSI" means and includes any FSI, which is acquirable/ purchasable on payment of consideration/ premium/ compensation, of whatsoever nature, either to the statutory authority or private party.

INSTRUCTIONS

The bid offer shall be submitted in accordance with the following instructions and any offer not conforming thereof is liable to be rejected.

1. Bid offer will be in English language and will be submitted in the prescribed format only.
2. Bid offers not complete in all respect are liable to be rejected.
3. Bid offers without valid EMD will not be accepted and will stand rejected.
4. Bid offers containing erasures and alterations of the tender document are liable to be rejected. The bidders must attest any correction made in the entries against such correction.
5. All the pages of the bid offer including enclosures, if any, have to be duly signed on all pages with all particulars complete and submitted by the person duly authorized to do so and should bear the company seal / stamp on all such pages. Duly signed authority letter/ Certified true copy of the Board Resolution (as the case may be) on the bidder's letterhead should be submitted along with the bid offer.
6. All amounts should be written both in figures and words. In case of conflict between a figure and a word in amount, the latter shall prevail.
7. The money deposited towards EMD shall not bear any interest to bidder but the society shall be at liberty to fixed deposit the same and earn interest income to which bidder has no objection whatsoever.
8. The encashment or depositing of EMD, in no manner whatsoever, shall be treated as selection or appointment as a developer for the project.
 - a. The retention of EMD/Security Deposit of the successful bidder or acceptance of any particular Tender or signing of any Letter of Intimation (LOI)/Provisional Appointment Letter does not create and shall not be construed as grant of development right and/or creating any right in favour of such bidder, such acceptance being only for the purpose of taking forward the discussions so as to arrive at a mutual acceptable terms for grant of redevelopment. The Development Agreement on being executed and registered will be the sole repository of the terms and conditions agreed with the concerned bidder. The LOI/Provisional Appointment Letter shall only be considered/construed as an intention to enter into Agreement.

and binding Agreement shall come into effect only after execution and registration of the Development Agreement.

- b. The Society reserves its right to alter the terms/conditions of the Tender documents at any point of time during the entire process of selection of a Developer without assuming any reason whatsoever.
- c. The Society is free to negotiate and renegotiate with other shortlisted bidders, post obtaining of the Tender. After such scrutiny of bid the Tender shall be shortlisted jointly by the PMC and the Society.
- d. The highest bidder cannot be the sole criteria for selection and the selection depends upon various other factors also for which no bidder shall challenge or dispute to the same.
- e. In the event, if any change in the policy of the Development Authority by which grant of any additional benefits being implemented during the process leading up to the execution of Development Agreement or in the event of there being any change in FSI utilization, the Society shall be entitled to claim its right and shall solely be entitled to all the benefits arriving thereof.

9. The Bidder shall be deemed to have satisfied himself by visiting the site and deemed to be fully conversant with the site conditions, local conditions that are likely to be encountered during the period of execution of the project and he/they shall be deemed to have taken into account all factors including legal, technical, financial or feasibility before submitting the bid. The work shall be carried out strictly as per drawings/ specifications and as per the instructions given by PMC. No excuse related to property, technical data, area financial and legal matters etc. shall be entertained at any later stage.

10. In the event of rejection of the bid offer, the EMD shall be refunded to the bidder by way of Demand Draft / Pay Order within **180 working days** from rejection of the bid offer.

11. If the bid offer is accepted, the EMD shall be retained as Security Deposit for the due and faithful performance of the entire project.

12. Bid offer shall not be accepted after the deadline fixed for its submission and the bidders cannot take any kind of action against the Society, its members, appointed Architect, Project Management Consultants or Legal Advisor in such case.
13. Transfer of tender document issued to one bidder to another is not permissible.
14. The bidders shall be deemed to have satisfied themselves by actual inspection of the site and locality regarding site conditions, topography of the land, local conditions, development potential, etc. that are likely to be encountered during execution of the works and they shall be deemed to have taken all these factors into account while submitting the bid offer. Ignorance if any on the part of the bidder will not entitle that bidder to any claims. The Bidder shall also check and verify all the documents required for the redevelopment Project in its capacity in order to corroborate the details put forward by the Society at his own cost. The Tenderer shall not raise any claims against the Society and/or the PMC for any discrepancy in such matters. The Society shall not pay or repay or reimburse any costs, charges and expenses incurred by the Bidder in relation to any search made / information gathered over and above those enclosed with the tender document.
15. The bidders shall be deemed to have read tender documents and has made themselves aware of the scope and specifications of the work, conditions of contract, drawings and other reports if any and also the site environment.
16. If any specific point is not clearly understood, the bidder, before quoting the bid offer, can raise queries or concerns and ask for explanations from the PMC appointed for the project in the pre-bid meeting.
17. Various documents submitted by the shortlisted bidders will be subjected to scrutiny by the Society and its consultants and further acceptability of the same will be decided after getting clarifications, if any, from the bidder.
18. The bid offer shall be firm and shall not be subjected to any variation, condition etc. and shall hold good till completion of works and handing over the possession of the new building(s) and amenities to all members of the Society.

19. The bid offer should clearly mention the recreation amenities offered exclusively to the existing members of the Society.
20. Conditional bid offers are liable to be rejected; therefore bidders are advised to avoid putting conditions that are in variance with the terms and conditions stipulated in the tender document.
21. The bidders cannot withdraw the bid offer once submitted till the validity of the bid offer; this will result in forfeiture of the entire amount of the EMD along with the interest accrued, if any. The EMD of the selected Bidder shall be retained by the Society and shall be converted into a non-refundable security deposit after Letter of Intent is submitted to the selected Bidder and his acceptance of the same. This shall be used as a security till the submission of performance bank guarantee to the Society.
22. No claim for costs, charges and / or expenses incurred by the bidder in connection with preparation of the bid offer, submission of bid offer and for subsequent clarifications of the bid offer shall be accepted.
23. The selected bidder cannot transfer the project to another developer under any pretext whatsoever.
24. The bidders, whether they submit the tender or not, shall be treating the details of this tender document as private and confidential.
25. After the public opening of bid offers, information relating to the examination and comparison of bid offers and recommendations concerning the award of contract shall not be disclosed to the bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced. None of the bidders shall be entitled to raise any allegations / claims / objections in this regard.
26. The decision of awarding the tender taken on the basis of selection made by highest number of votes from the Society and shall be binding on all members and all bidders, the final meeting will be conducted in presence of Dy. Registrar, representative as per 79(A) guidelines.

27. Any efforts by a bidder to influence the Project Management Consultants of this project, their personnel, members of the Society on matters relative to bid offer considered for the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract, may result in rejection of their bid and forfeiture of their EMD.
28. The bidder shall check the tender document and if any page / pages is / are missing or duplicate or indistinct, the same shall be brought to the notice of Society within 24 hours of purchase of the tender and get rectified before submission of the bid offer. The bidder should not take any advantage of any misinterpretation of the conditions due to typing or any other error/omission. Should the bidder find any discrepancies in, or omission from the tender document or should be in doubt as to their meaning, Society should at once be notified who may send a written instruction to all bidders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and successful bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
29. The Tenderer is also required to arrange his own financial resources for the redevelopment Project of the Society.
30. The Tenderer shall not mortgage the Societies land and its property and shall not sublet the work. The Tenderer shall not directly or indirectly form any joint venture with any person or party/parties at any point of stage of redevelopment.
31. The Tenderer shall execute the project under the same entity and domain under which they submit their bid.
32. The Tenderer will not be allowed to assign the project to its sister concern for execution for any reason whatsoever.

33.The Tenderer shall note that he shall not be allowed and permitted to deal with the sale component flats without granting the new flats and proportionate benefits (monetary) to all the existing members of the Society and also before procuring commencement certificate for the proposed redeveloped buildings.

34.The Society reserves the right to issue corrigendum, addendum, to revise, modify or amend the Tender in part or full, to extend the date of issue / submission of Tender or opening of tender or change terms or conditions in the tender or cancel the bidding process. All such corrigendum or addendum or change, if made, shall be made neatly and clearly and duly authenticated/attested by the person authorized to do so and shall be issued to each tenderer and shall become a part of the original tender document. The tenderer shall submit to the Society all such corrigendum or addendum in original as per prescribed format. Each page of the corrigendum or addendum must be signed and stamped by the tenderer.

GENERAL CONDITIONS

1. The bidder whose offer is accepted will have to enter into Memorandum of Understanding, Development Agreement, and individual agreement for permanent alternative accommodation and general power of attorney that will be finalized by the Legal Advisor appointed by Society. After finalization of the draft agreement, it shall be registered as per the applicable Registration Act; and requisite expenses including registration fees, stamp duty and incidental charges should be paid solely by the bidder. The first draft of all the definitive documents will be prepared by the Legal advisors of the Society and the bidders shall have no objection to the same.
2. In the event, if any “condition precedents” before execution of Development Agreement is/are required to be fulfilled or complied with by the Developers then in such event MOU will be executed and on compliance, the terms of the Development Agreement will be finalized. Execution of such MOU shall not amount to create any right of development in favour of the bidder.
3. Similar type of construction, material, elevation & amenities shall be maintained for Rehab & Sale component.
4. For the purpose of offer the developer shall take into consideration permissible F.S.I. as per Table 12 of DCPR 30 (A) of 2034 including entire FSI and permissible fungible FSI of additional 35% and all the land potential of DCPR 2034.
 - a. Subject to what is contemplated elsewhere under these presents, in the event, if any additional FSI benefit is available due to change in the policy or otherwise, after execution of MOU/Development Agreement till completion of the Project, such additional FSI benefit shall be proportionately shared in the form of constructed area/premises without imposing any financial or other obligations on society/its members. In the event of dis-agreement, the Developer shall not claim any right over such additional FSI benefit and the same shall exclusively belong to the Society only.
5. After commencement of construction of building(s) meant for rehabilitation of the existing members involved in the project but before occupation of the same, if the Government amends the relevant regulation(s) by virtue of which the present FSI enhances in a way beneficial to the developer then the net

Profit (after deducting all applicable taxes and expenses) accruable to the developer by such amendments shall be monetarily shared between the existing members of the Society and the developer, wherein the share for the existing members of the Society shall not be less than 50% of the said net profit, of the actual amount & payment made through banking channel will be considered.

6. The developer will function and also abide by all instructions given by the Society and/or the PMC appointed by Society. The developer will appoint all other professionals necessary for properly carrying out the work. The developer will bear and pay all the fees of Architect and various professionals, such as Structural Engineer holding valid license of MCGM, Site Engineer who holds valid license of MCGM, Project Management Consultant, and all faculties of the Project such as civil works, electrical work & fire protection services appointed by him. Besides this, Society reserves the right to appoint Architect, Structural Engineer and Site Engineer at its own cost, if required.
7. Professional fees of all concerned professionals like licensed structural engineer, licensed site supervisor etc. will be paid by the developer. The developer shall also pay the fees of the Project Management Consultant and Advocate appointed by the Society. The developer may appoint separate agencies as elevation consultants or design architects at its own cost.
8. The developer shall have to arrange for the presence of Deputy / Officer of Registrar of Societies at the time of selection of developer at its own cost.
9. It will be solely developer's responsibility to bear all expenses and out of pocket expenses required to be paid for obtaining sanctions from all Government / Semi- Government bodies / Cooperative Departments / MCGM up to building Occupation Certificate including charges, expenses or costs towards premium, or conveyance the society.
10. All taxes, dues, duties, cess, levies, stamp duty, registration including extra area allotted to member etc. that may become payable in connection with work undertaken by the developer, shall be borne and paid by the developer itself.
11. All Government, MCGM, Statutory Authorities permission and fees, permanent deposits, temporary deposits, recurring bills of Electric charges, temporary and permanent commercial bills on temporary meters for electrical and water supply, fees for insecticide department and any other local levies, stamp duty, registrations are to be borne and paid by developer itself. LUC applicable will be paid by the developer with the interest amount.

12. The developer may display time to time delivery date on site LED display board.
13. The developer shall use material of best quality as per the Technical Specification and such as certified by the PMC and / or other consultants duly appointed by Society.
14. The developer shall attempt to uphold the greenery in the existing plot / land by maintaining and / or relocating the trees and shrubs existing in the plot, install solar panels and abide environmental laws.
15. All necessary safety precautions at the site shall be followed and adopted by the developer at his own costs, charges, expenses and consequences. However, Society and the PMC shall be kept indemnified by the developer against any mishaps or accident on site during construction.
16. The Developer shall be obliged to provide suitable accommodation/Site Office with sufficient electricity connection and office furniture so as to enable the PMC/its Assistances/Society to supervise the activities including construction activities, quality of building materials, etc. The Developer shall also permit the access to Managing Committee/Redevelopment Committee members, society members as well as consultants appointed by Society so as to have site inspection of the progress of the construction activity. The Developer shall also permit the Society to have its General Body Meeting/Managing Committee/Redevelopment Committee Meetings. Subject however, the precaution will be taken from safety point of view. The Developer shall also provide suitable place for installation of Letter Box to receive the correspondence, etc. of the Society and its Members. Also will be provide Air Conditioner & Wash room.
17. The entire top terrace of the newly constructed building(s) of the project's Rehabilitation Component shall be free and will not be sold by the developer and will remain the collective property of the Society. No individual member or developer will have any right over the same.
18. Trees designated by Society and/or PMC shall be protected from damage during the course of the work and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected with temporary fencing or relocated within the plot. All relevant costs shall be borne by the developer. Further, the developer shall comply with all the other rules and regulations with regards to eco-friendly development.

19. The developer shall not assign or mortgage or sell or transfer land or his rights in respect of the project as well as the Rehabilitation Component of the redevelopment project to any other persons or organization in any manner whatsoever and keep the society indemnified in all respects.
20. The developer shall take insurance policies as per rules for Workmen's Compensation Act as applicable.
21. Copies of Plans including Occupation Certificate, specification, communications addressed to and to be received from the Concerned Authorities, receipts, acknowledgement of payment of taxes including N.A. Tax, LUC, electricity charges, water charges, etc. as may have been used by the Developer till completion of the Project, should be submitted to the society upon receipt of Occupation Certificate.
22. The developer should handover all the original approved documents such as IOD, Amended IOD and Commencement Certificate immediately upon issuance by the concerned authority as well as Full Occupation Certificate/ Part Occupation Certificate, BCC simultaneous to the handing over possession of the new building constructed, to Society.
23. The developer while carrying out the development work shall not cause unnecessary annoyance, inconvenience, nuisance, suffering, hardship or disturbance to the neighboring properties.
24. The developer shall not be entitled to get into any agreement or understanding for displays or hoardings or any other commercial display or for any mobile towers to be installed on the terrace or on the outer wall of the new building(s) and / or any other area of the Rehabilitation Component of the redevelopment project.
25. Time shall be considered as essence of the contract and the developer shall within 30 days of receipt of the Commencement Certificate from the MCGM submit a bar chart programme for the progress and completion of the works with respect to the proposed time period. This timeframe will be binding on the developer. Deviation in the programme, if any, will be made only with prior and written approval of Society. The developer has to submit the progress

report to Society and the PMC every month, showing progress achieved of each item of works against the target as per the bar chart. In case of any shortfall, it should be explained with reason and the steps contemplated to offset the blockage should be clearly indicated. If necessary, revised bar chart shall be prepared by the developer based on actual progress and revised future programme by enhancing extra labour etc. in order to complete the work within stipulated time limit and also get it approved by Society. In the event if the Developer fails to adhere to the extended revised timelines the Society shall have the right to terminate the development agreement and limited power of attorney given to Developer, along with other consequences such as including but not limited to forfeiting EMD, Security Deposit along with the interest accrued and invoke of the Bank Guarantees, liquidate the Reserved Developer's Area. In such circumstances, the developer shall not claim any cost, charges, expenses, losses or damages from the Society.

26. The timelines mentioned in the development agreement may be extended by the consent of all the parties to the agreement & with the prior written NOC from the Society which the Society may or may not give at its option.
27. If the developers fail to deliver the project as per the provided scheduled time line, the rent will be doubled.

GENERAL CONDITIONS OF CONTRACT

1. Construction Program

In the event, the Developer undertakes the redevelopment project under the 33(11)/33 (20B) scheme of DCPR 2034 then, the Developer shall not be permitted to handover any Permanent Transit Camp (PTC) in the new building to be constructed to the concerned government authorities and the Developer shall be duty bound to club the Project with another project under scheme 33(10) or otherwise as per DCPR 2034 and handover PTC in such another project and convert the equivalent area of PTC into sell area in the approvals given by the concerned government authorities. Further, the Developer shall ensure that no SRA logo is displayed on the property of the Society or the new building which will be constructed as well as there is not any kind of government body reservation and/or slum rehabilitation area on the property of the Society.

- a. The developer shall strictly adhere to the construction schedule furnished by it and approved by PMC / Society and shall discuss the same with the PMC prior to the commencement of work.
- b. The timeframe within which construction should be completed should be displayed out and the same shall be strictly followed and deemed to be the essence of the bid offer, failing which the developer would be subject to penalty/termination clause.
- c. The developer agrees that the work shall be commenced and carried out in the order of precedence and the progress of work shall be checked at regular intervals and percentage progress shall be commensurate with the time elapsed.
- d. Developer shall submit to Society and the PMC progress report every month indicating the progress of work.
- e. Developer shall submit a tentative Bar Chart showing various stages and their projected deadlines in addition.

2. Site Establishment

- a. Developer shall provide huts, stores etc. to cover accommodation for staff, workmen; all the materials likely to undergo deterioration shall be stored under suitable cover.
- b. Security of the developer's equipment is its own responsibility and the developer shall record all materials brought to the site in a standard format.

3. Materials

- a. Developer must arrange for all the materials and ensure uninterrupted supply of the same.
- b. The materials purchased from outside by the developer and brought to the site, if Society / PMC so desire, shall get tested and certified by a recognized testing laboratory to the satisfaction of Society and PMC before such materials are used on the work and any expenses towards such testing shall be entirely borne and paid by the developer.
- c. Developer shall provide and procure water and electricity at his own cost and shall take all necessary permissions for the said works. Only potable water shall be used for all activities. Storage tank and distribution shall be the developer's responsibility in conformity with the municipal and health regulations.
- d. Unless otherwise specified, all relevant codes and standards published by the Indian Standards Institution shall apply and govern in respect of design, workmanship, quality and properties of materials, testing and measurements.

4. Safety Measures

- a. The developer shall organize its operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents at site to personnel and property; and the PMC shall have the power to insist the developer to adopt certain safety measures and provide necessary equipment to ensure the safety.
- b. The developer shall comply with all rules and regulations of relevant Workman's Compensation Act and Labour Laws and take necessary insurance to cover the risks under the said Act and shall keep the same in force during the entire period as maybe envisaged in the Contract/ Development Agreement. The Society will be entitled to recover all such damages on account of such claims.
- c. Safety precautions shall be followed as per the Safety Code mentioned later in this document.

5. Developer's Supervision

- a. The developer shall appoint competent and experienced site engineers, consultants and supervisors for full duration of the works.

The developer shall also, during the whole duration of the works, employ a team of qualified project engineers who shall be the authorized representatives of the developer to be in-charge of the works.

Such representatives shall constantly be available at site during the working hours. Any direction, instructions or notices given by the PMC/ Society to such representatives shall be deemed to have been given to the developer.

The representative shall also have all necessary powers to receive materials/ letters from the Society, whenever/ wherever necessary and agreed upon, and issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required.

- b. Name, address and profile of other professionals that would be appointed by the developer viz. Architect, Structural Engineer, Licensed Plumber, Civil Engineers should be submitted to the Society and the PMC.

6. Labour during Work

- a. The developer shall deploy sufficient number of laborers on site and also have temporary shift of laborers on site to maintain necessary progress to meet the approved work schedule.
- b. The developer shall not employ an adolescent who has not completed 18 years unless he / she is certified fit for work as an adult as prescribed under clause (b) of subsection (2) of Section 69 of the Factories Act, 1948.
- c. The developer shall maintain necessary register and records for payment of wages, overtime, etc. made to his workmen required by the Ministry of Labour or any such authorized person appointed by the Central or State Government.
- d. Society shall not be responsible for on-site sexual harassment or any other labour non-compliance and keep society fully indemnified in all respects.

7. Quality Control

- a. Developer shall furnish all facilities, labour and material necessary for safe and convenient inspection of material / work during the progress of work. All inspection by PMC/ Society shall be performed in such a manner as not to unnecessary delay the work.
- b. On completion of work, PMC shall make examinations and tests of the works as may deem necessary or desirable; developer may facilitate the same and furnish the cost of material or labour which may be required in making such tests and examinations.

8. Approvals

- a. All necessary approvals / permissions for carrying out this redevelopment works shall be developer's responsibility. The developer shall apply and obtain for all the permissions in the name of the Society. The necessary payments required to be made from time to time to the various departments of various statutory authorities such as deposits, security fees, premiums, development charges, infrastructure charges, water charges and assessment tax shall be borne by the developer.
- b. If any legal action is taken by any statutory body due to non-compliance / negligence / delay on the part of the developer to obtain such necessary approvals / permissions, Society / PMC will not be responsible in any manner whatsoever; and all risks, costs, penalties and any other consequences arising due to the such non-compliances on the developer's part shall be the responsibility and liability of the developer solely and in totality; and the developer shall indemnify Society and PMC against any such claims, penalties and actions arising out of any statutory authority.
- c. The developer shall pay all necessary Income tax, Goods & Service tax, and work contract tax etc. and or any other duties on the material or service as applicable during and after the construction of the work related to the project. The interest free security deposit shall be released only on submission of suitable documents / assessment order related to the same as well as an undertaking to the effect that it has paid all such taxes as applicable and it would indemnify the Society against the same. (NOTE: If the Society desires, the developer may have to furnish counter corporate guarantee of a reputed company towards the completion of the project in case income tax, Goods & Service tax or any such statutory payment is defaulted by the developer).

9. In an event if rehab/flat of individual existing members GST becomes Applicable in future then the same shall be borne by Developer.
10. The Developer shall bear and pay all the present and future stamp duty, cess, registration charges, GST, central or state, as may be applicable or any other taxes, levies duties payable on the Development Agreement, agreement relating to the members' area (including the free of cost additional area to be provided by the Developer) i.e. the permanent alternate accommodation agreement or any other incidental agreement pursuant to the development agreement including the power of attorney, shall be borne and paid by the Developer. In the event due to any change in government regulations or otherwise, a notice for any of the aforesaid charges is received after the receipt of full occupation certificate for the project, but the amount pertains to a cost prior to the final completion of the project i.e. the members taking repossession of their new flat in the new building post receipt of the OC, the Developer shall be liable to pay such costs.
11. If any GST or similar tax is levied on the monthly displacement compensation, brokerage, relocation charges or any other payment agreed to be paid by the Developer under the development agreement to the member of the Society, the same shall be borne and paid by the Developer.
12. The Members will vacate their respective existing premises only after registration of Agreement for Permanent Alternate Accommodation (to be registered within 45 days of receipt of I.O.D. with sanctioned plan) and receipt of payment towards Temporary Alternate Accommodation (which includes one full calendar month additional), brokerage, transportation charges, etc. the Members will be offered possession of the new premises along with Occupation Certificate/Plan and on verification/confirmation of the exact area and amenities to be provided, the possession of the new premises shall be taken, subject however, that the Developer shall not remain any arrears towards payment of compensation, rent and other amounts.
- In the event, any member fails to vacate the premises within given period of time by the developer, then the developer undertakes to take appropriate steps and obtain requisite orders from Hon'ble Court with immediate effect at the cost of the Developer.

13. Temporary Accommodation

- a. The demolition will be carried out only after purchasing and loading 100% FSI and making payment of full premium towards obtaining full permissible Purchasable FSI, including fungible compensatory FSI, before vacation in the name of the Society.
- b. Until successful completion and possession of the newly constructed flats is taken over by the existing members, the monthly rent on Carpet Area basis, i.e. the monthly displacement compensation, commission i.e brokerage and expenses towards transport of household articles shall be paid by the developer to each existing member of the Society.

14. Permanent Alternative Agreement

Permanent Alternative Agreement has to be executed and Stamp Duty as per Maharashtra Stamp Act has to be paid and registration to be done at the cost, expense, charges and consequences of the developer. This agreement between developer and the cooperative housing society in which names of all members should reflect along with a separate individual agreement shall be drawn and registered with Registration Office by the developer at his cost, expenses, charges and consequences.

15. In case work not executed as per the time line

Upon intimation from Society / PMC in writing the developer shall suspend work or part thereof for such time and in such a manner as deemed fit by Society / PMC. Developer shall be eligible for extension of time from Society / PMC. Under no circumstances the developer shall suspend work for any other reasons whatsoever;

a.

- i. If the MOU, if so require, is not executed within 30 days from the date of L.O.I;
- ii. In the event, after issuance of LOI, if the Developer does not timely comply with its part of the obligations as “condition precedents”;
- iii. If the Development Agreement duly stamped is not executed and registered within the stipulated period;
- iv. If all requisite permission, NOC, approval, sanction, etc. and the I.O.D. with the sanctioned plan particularly with regard to the Members’ new premises are not obtained within the agreed period;

- v. If the Agreement for Permanent Alternate Accommodation are not executed and registered within the agreed period (subject however, there is delay on the part of the Members/Society);
- vi. If the TDR is not purchased and loaded within the time stipulated;
- vii. If the payment of various amounts payable to the Members are not timely paid;
- viii. Bank Guarantee/Security to be given/provided are not given/provided within the time; and
- ix. If the Developer has not timely complied with its other obligations required before handing over possession of the existing structure, the Society after recording such event of delay/default shall at its option be entitled to terminate and cancel the MOU/Development Agreement as the case may be and the Developer shall not be entitled to claim any equity or otherwise against the Society/its Members. The earnest money/security deposit so paid shall also stand forfeited. The Developer in such event shall remove all its personals, articles, etc. from the property and unconditionally instruct its Architect to hand over Original files along with plans, specifications, permissions, approvals, sanctions, etc. so obtained without claiming any equity or otherwise including payment of the fees, charges, etc. from the Society and shall also obtain the Confirmation Letter from the Architect;

b. STEP IN:

- i. After having vacated the existing building and handed over for demolition to the Developer as also after the Developer having obtained Commencement Certificate, the Society has full rights to step in and complete this Project without any recourse to the Developer inter alia in the events if the Developer default on the timelines for payment of various charges or period under these presents for pay the tasks of the Bar Chart of construction work , in such event the Society may its option give additional timeline the work so delayed. If the Developer default and/or cause any delay in completing such tasks within the additional timeline, the Society has the right to step in;

- C. In the event the Society exercises the right to Step in:
- a) The Developer shall not be entitled to claim from the Society the monies paid to the Society and its members and all expenses incurred on the project, including plan approval, purchase of TDR/Fungible FSI and construction;
 - b) The Society shall invoke all Bank Guarantees as available on that date;
 - c) If the money available from the Bank Guarantees is not sufficient to complete the project, the Security Premises (or such of them required to complete the project) will be sold without any recourse by the Society for which necessary Power of Attorney shall be granted at the time of execution of Development Agreement,
 - d) The Developer will arrange and cause its Architect and RCC Consultant to give NOC and hand over all original documents, plans, approvals, clearances, receipts of payments made, certificate of purchase and loading of TDR and Fungible FSI to the Society to enable the Society to complete the project and alone shall bear pay and discharge professional fees and other charges. The Society at its option be entitled to continue the services of the said professionals. The Developer shall also extend co-operation of designated/Escrow account opened under the provisions of RERA.
 - e) The Developer shall remove all its personnel contractors, site office, supervisors, securities etc., from the property. The building material if any, on the property shall be used by the Society.
 - f) The Society shall use the monies including by encashment of Bank Guarantee, realization of security premises as also recovering from the allottees if any from the Developer to complete the remainder of the Project by appointing a Contractor/Developer/Builder for the same.
 - g) If any balance/ surplus amount remains after completion of the entire Redevelopment Project as aforesaid, the Society shall refund the surplus to the Developer, and if there is any deficit the same should be made good by the Developer.
 - h) The Developer on completion of the building and receipt of Occupation Certificate shall have rights in respect of the Developer's remaining Sale Premises and also to retain the proceeds collected from purchasers.

- i) The Society has agreed to open a separate bank account and deposit therein the proceeds received from invoking the Bank Guarantee(s) and shall maintain proper accounts of all the monies spent therefrom for the purpose of completing construction of the New Residential Buildings.

16. Delay and Extension Time

- a) The timeframe within which construction should be completed should be spelt out and the same shall be strictly followed and deemed to be the essence of the bid offer, failing which the developer would be subject to penalty/termination clause.
- b) Developer agrees that the work shall be commenced and carried on in the order of precedence and the progress of work shall be checked at regular intervals and percentage progress shall be commensurate with the time elapsed.
- c) Developer shall not abandon or delay the redevelopment project due to paucity of inflow or diversion of funds from assigned project in order to acquire more and more venture beyond their financial means leaving the occupants to suffer.
- d) If the developer desires an extension of time for completion of work on the grounds of his having unavoidably hindered in its execution then it shall apply in writing to Society / PMC within 15 days of such hindrance. Society in consultation with PMC shall authorize such extension of time as may in their opinion be necessary and proper.

17. Liquidated Damages for Delay

- If the developer fails to execute, complete and deliver the work within the specified time, the developer shall pay Society as and by way of penalty at the rate of 3% for each month delay agreed beyond the date of completion specified in the contract or shall be stipulated in Development Agreement, provided that the amount to be paid under this clause shall not exceed 5% of the cost of remaining construction of the 'Rehab Component'.
- Society may without prejudice to any other method of recovery, deduct the amount of such damages from security deposit.
- The deductions of such Liquidated Damages shall not relieve the Developer from his obligation to complete the works or from any other of his obligations and liabilities covered by the contract.

18. Bank Guarantees For Performance:

The Developer shall furnish a Bank Guarantee from any Nationalized Bank as performance guarantee after receipt of IOD. The amount to be provided under the bank guarantee shall be equivalent to the construction cost of the project and all the other payments as maybe envisaged in the development agreement payable to the Society. The terms & conditions of the Bank Guarantee shall be as mutually agreed upon by the Society and the successful Bidder. The Bank Guarantee shall be valid and subsisting, for the period of the project i.e. procurement of full OC for all the new buildings and for 180 days after expiry of defect liability period. The Developer shall renew or extend any the Bank Guarantee at least thirty (30) days prior to its expiry date. If the Society intends to extend the time for completion of the project for any reason, the Bank Guarantee shall be extended corresponding to the extended period before the Society grants such extension of time. The Developer shall submit Bank Guarantee from a nationalized bank equaling of the cost of construction of existing members' new flats and shall be furnished in favour of the Society within the period prescribed by the Society. The Developer shall provide Bank Guarantee on account of the following:

- i. Non-completion of the project within the stipulated time or within the extended time or poor progress,
- ii. Non-completion of the project on any ground whether within or beyond the control of the successful Bidder,
- iii. Non-fulfillment of any of the terms & conditions of the agreements to be entered into between the Society/its Members and the successful Bidder.
- iv. If the successful Developer does not submit the performance guarantee to the Society within the time prescribed and sign the agreement or pay the minimum guarantee amount in time, his earnest money shall stand forfeited along with the interest accrued on it.

19. Statutory Obligations

- a. Developer shall confirm to the provisions of all Act of Legislature, relating to the works and/or the Rules and Regulations and by-laws of any Authority.
- b. The Developer shall fully investigate the title of the Society / Member Societies to its property and feasibility of the project before the execution of the development agreement and confirm that the Developer is fully and completely satisfied with the same. The Developer shall not be entitled to raise any claims, damages, losses or take any legal action in regard to the same.
- c. The Developer shall purchase the entire FSI for consumption /utilization thereof in the name of the Society and the Developer shall also get sanction and approval of the plans, IOD, commencement certificate, completion certificate, occupation certificate thereof from concerned government authority etc. and all other statutory authorities as and when needed and the cost and expenses for the same shall borne and paid solely by the Developer.
- d. The Developer shall purchase and load 100% FSI and make payment of full premium towards obtaining full permissible Purchasable FSI, including fungible compensatory FSI in the name of the Society.

20. The Developer shall be liable to pay 12 months monthly displacement compensation in advance before vacation along with post-dated cheques towards monthly displacement compensation for the balance period/tranches at such mutually agreed incremental rate, Hardship Allowance, Brokerage, Relocation charges etc. to the Members of the Society / Member Societies during the period of redevelopment as mentioned herein and shall be more precisely set out in the development agreement to be executed between the parties.

21. The Developer will also be liable to pay assessments, L.U.C (Land Under Construction Tax) property taxes of the additional flats (i.e. the new sale flats) till the date the prospective flat purchasers commence the payment of their respective flats to the Society. The Developer shall obtain permanent water and sewerage connections required for the proposed new building as per the prevailing rules and bear all expenses thereof and copies to be provided to the Society.

- 22.** The Developer shall bear all expenses and obtain new electric connections for the new building (including the flats therein) from the TATA/ ADANI Authority or any other equivalent authority. The stamp duty, registration charges or any other expenses that will have to be paid on agreement or any other deed or document or writing which will be executed in pursuance of this transaction shall be borne and paid by the Developer alone. The lease agreement of electrical substation, if any shall be in the name of the Society.
- 23.** Incidentals and all out of pocket expenses for approval of the proposed plans and amended plans and for carrying out all other Municipal formalities are to be paid by the Developer as and when required. Cost of purchase of entire FSI, fungible FSI, open space deficiency, its brokerage, taxes, stamp duty, GST, etc. and other incidental charges thereto are to be borne and paid by the Developer.
- 24.** Developer will pay the deposits and the applicable charges for uninstallation and installation of the Mahanagar Gas Limited, electrical connection, water and drainage connections of the TATA / Reliance / BMC and other statutory bodies, if any.
- 25.** The expenses towards obtaining CRZ and AAI NOC shall be paid and borne by the Developer. The Developer must obtain the CRZ and AAI NOC within 6 months from the date of MOU/DA.
- 26.** The Developer shall make all arrangements at his own cost, expenses, efforts and consequences for safety and security measures and take insurance and all precautions against loss, damages from accidents of his plant equipment, material, constructed/under construction structures and the staff working on the project as also the entire site as directed by the Society. The Developer shall take all the necessary precautions to safeguard the life and property of the members of the Society and the third parties during the period of the entire project. The Developer will insure life of the entire workmen, who would be engaged by the Developer or his agency/sub-contractor/nominee and the material which will be used for the construction of the new buildings.

27. In the event of discovery by the Developer or his employees during the progress of the work of any treasure, fossils, minerals, or any other article of value or interest, the Developer shall immediately intimate the managing committee of the Society about such treasure or things which shall be the property of the Society. The Developer shall not be entitled to raise any claims or rights on such discovered property.
28. The Society in consultation with the PMC shall check every slab casted for quality and only upon certificate from the Society to that effect, the slab shall be considered completed without any defect. In the event of any defect or deficiency as intimated by the PMC, the Developer shall be liable to repair or rectify the same.
29. The Developer shall ensure that external outlook/elevations/appearance finishes of all buildings and internal fittings (Rehab & Saleable) should be the same and there shall be no exceptions to these conditions.
30. The Developer hereby indemnifies and keeps indemnified and saved harmless the Society and its existing Members and committee members against any breach in compliance with the terms and conditions of the development agreement and/or the sanctioned plans and the IOD, CC and OC issued by the statutory authority; the DCPR 2034; the provisions of the Maharashtra Regional Town Planning Act, 1966 and the rules made thereunder; the Labour Law and the Municipal Law and the law governing Direct & Indirect Tax liability of the Developer, non-observance of the prevailing laws, rules and regulations and against all lawful claims, demand, legal action, suit, complaint, prosecution, or other legal proceedings in respect thereof, or arising therefrom, or connected therewith or in any way incidental thereto and for all costs, charges and expenses in respect thereof or pertaining thereto, to the extent of the loss that may be suffered by the Society and/or its existing Members and/or committee member. In case the Developer does not obtain the OC it shall be deemed to be deficiency of service on the part of the Developer.
31. The Developer shall provide Bank Guarantee to cover the cost of constructions.

- 32.** The Developer should intimate the Society about procurement of the OC, subsequent to which the Society members/ PMC will have a right to inspect the completed new premises and amenities. Upon completion of the inspection, the Society will issue a confirmation that the new building is completed as per the provisions of the development agreement and building construction norms/laws.
- 33.** The Developer shall take written undertaking from its purchasers/ lessee/tenant/licensee that they shall not use the premises (residential and / or commercial) sold/ allotted/ leased/rented/ licensed by the Developers for purposes detailed hereinunder or any such activities which may cause disturbance, nuisance annoyance or disturb peaceful environment of the Society or its members or is illegal, immoral or unlawful in purpose.
- 34.** The successful tenderer / Developer / promoter shall have to register the project of redevelopment of the Society with MAHARERA at his own costs, charges, expenses and effort. Though the Society may fall under the definition of Co-Promoter of the Project, all the obligations, responsibilities and liabilities casted upon the Co-promoters under MahaRERA, shall be summarily transferred on the successful Tenderer/ Promoter / Developer only. Further successful tenderer/ Developer /promoter have to furnish the Indemnity Bond with effect to the same and shall indemnify the Society / Co-promoter of the redevelopment project and take all the responsibilities of the Co-Promoter / Society as if those were casted upon him and are his own obligations and responsibilities. And by agreeing, affirming to and taking all these obligations, responsibilities and liabilities casted upon the Co-promoters under MahaRERA, successful tenderer / Developer /promoter shall not ask for any money / cost / expenses / incidental expenses thereto and any sort of reimbursement either in terms of cash or kind. This Clause shall be treated as the non-negotiable term and shall be part of the development agreement. The Society shall not be called upon to execute any agreement for sale under the MahaRERA.
- 35.** The Developer shall not allow any encroachment on the premises of the Society. It shall be responsibility of the Developer to ensure complete safety of the premises

36. The Developer will not disclose any confidential information of the Society or its Member Societies to any third party without the prior written consent of the Society and will not use confidential information except when required by law.

37. Fees to professionals

The developer shall have to bear the payment of fees to professionals involved in the redevelopment project such as Architect / Consulting Architect, PMC, Elevation consultant, Structural consultant, Firefighting consultant, Sanitary consultant, Geo-technical Consultant, Rainwater- harvesting consultant, Electrical consultant, Landscaping consultant, Legal consultant and Tax consultant. In addition to the professional fees, Goods & Service tax etc. payable to the Government as per the prevailing rules by various professionals shall be borne and paid by the developer.

38. About Rehab Component Plan

- There should be no discrepancies in the plan for Rehab Component approved by statutory authority in comparison to the layout approved by the Society. Violation of terms and conditions by unlawful planning and construction of additional area beyond that permitted would be subject to litigation and the buyers of such unlawful flats / properties land themselves in deals that would lead to litigation at a later date.
- For any reason whatsoever, if the Developer stops construction of the buildings meant for the rehabilitation of the existing members of the Society / Member Societies, then the Society reserves full rights to prohibit the Developer from construction of saleable component of project. The Developer shall complete the buildings which are earmarked for the rehabilitation of the members of the Society / Member Societies and handover the same as per approved drawings to the Society prior to handing over of developers saleable component to the prospective purchasers. The Developer shall be allowed to use the saleable component in full or in stages only after handing over the Society's component of work.

39. Force Majeure

Force Majeure means that neither party shall be responsible or liable for any delay nor failure in fulfilling the terms of this agreement, a cause or event, that is not reasonably foreseeable or otherwise caused by or not under the control of the party and directly affects either party's ability to perform its obligations under the development agreement in the following circumstances:

- Such to war, strikes, explosions, riots, civil unrest, political instability, terrorists act/ actions
- Major power failures beyond its control, or by fire, flood or other natural disasters, Pandemic , epidemics, acts of third parties, sabotage terrorism, vandalism, accident
- earthquakes, floods, fires, named hurricanes, typhoons or cyclones, tidal waves or tsunamis, tornadoes, volcanic eruptions
- Any injunctions or restraint orders from any court or authorities which affects the redevelopment sector in Mumbai City
- Each party shall promptly inform the other the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution. In any such event, performance shall take place as soon as reasonably feasible.

However, if as a consequence of such clause, performance by a party under the agreement shall be prevented for a period longer than six (6) months, then the other party shall have the right to terminate this agreement with a month's notice. The terms of the termination under this condition will be with no liabilities and penalties.

Notwithstanding the aforesaid, the developer shall be liable to pay the monthly displacement compensation to the members irrespective of the force majeure and during the entire duration of the force majeure.

40. Termination of Contract

GROUND OF TERMINATION:

- a. If the developer commits a breach of any terms of this contract or any act of insolvency or shall be adjudged as insolvent or shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors or (being an incorporated company) shall have an order passed against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the developer shall repudiate the contract or if the official assignee or liquidator in such acts of insolvency or winding up, within seven days after notice to him is unable to show the reasonable satisfaction of Society, that the Developer is unable to carry out and fulfill the contract and if required by the Legal Advisor to give security thereof, if the PMC shall certify to Society, that, in his opinion, the developer:

- i. has abandoned the contract,
- ii. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from Society / PMC written notice to proceed,
- iii. has failed to remove materials from the site or to pull down and replace the work within seven days after receiving from Society / PMC written notice that the said materials or work were condemned and rejected by Society / PMC under these conditions,
- iv. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the developer for seven days after written notice shall have been given to the developer requiring the developer to observe or perform the same; or,
- v. has to the detriment of good workmanship or in defiance of instructions by Society / PMC to the contrary sublet any part of the contract,
- vi. If the MOU, if so require, is not executed within 30 days from the date of L.O.I.
- vii. In the event, after issuance of LOI, if the Developer does not timely comply with its part of the obligations as “condition precedents”;
- viii. If the Development Agreement duly stamped is not executed and registered within the stipulated period;
- ix. If all requisite permission, NOC, approval, sanction, etc. and the I.O.D. with the sanctioned plan particularly with regard to the members’ new premises are not obtained within the agreed period;
- x. If the agreement for permanent alternate accommodation are not executed and registered within the agreed period (subject however, there is delay on the part of the Members/Society);
- xi. If the entire FSI is not purchased and loaded within the time stipulated;
- xii. If the payment of various amounts payable to the members are not timely paid;
- xiii. Bank Guarantee or such other security to be given/provided are not given/provided within the stipulated time; and
- xiv. If the Developer has not timely complied with its other obligations required before handing over possession of the existing structure, then in any of the

said cases Society in consultation with the PMC may, notwithstanding any previous waiver, after giving 7 days' notice in writing to the developer, determine the contract, but without hereby affecting the powers of the PMC or the obligations and liabilities of the developer the whole of which shall continue in force as fully as if the contract not been so determined and as if the works subsequently executed by or on behalf of the developer.

In such case the EMD of the developer shall stand forfeited and further the Society under advice of the PMC / Legal Advisor / their agents or servants may enter upon to take possession of the works of all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials lying upon the premises or the adjoining lands or roads, and use the same as its own property or may employ the same by means of its own servants and workman in carrying on and completing the works or by employing any other developer or other person or persons to complete the works and the developer shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other developer or other persons employed for completing and finishing or using the materials and plant for the works.

CONSEQUENCES OF TERMINATION:

Step In:

After having vacated the existing building and handed over for demolition to the Developer as also after the Developer having obtained Commencement Certificate, the Society has full rights to step in and complete this Project without any recourse to the Developer inter alia in the events if the Developer default on the timelines for payment of various charges or period under these presents for pay the tasks of the Bar Chart of construction work, in such event the Society may at its option give additional timeline for the work so delayed. If the Developer default and/or cause any delay in completing such tasks within the additional timeline, the Society has the right to terminate the Developer and step in to complete the redevelopment project of the Society;

In the event the Society exercises the right to Step in:

- i. the Developer shall not be entitled to claim from the Society any sort of a reimbursement with respect to the monies paid to the Society and its members and all expenses incurred on the project, including plan approval, purchase of entire FSI/Fungible FSI and construction;
- ii. the Society shall forfeit the EMD and the Security Deposit and further shall invoke and en-cash all Bank Guarantees as available on that date;
- iii. The Developer will arrange and cause its Architect and RCC Consultant to give NOC and hand over all original documents, plans, approvals, clearances, receipts of payments made, certificate of purchase and loading of entire FSI and Fungible FSI to the Society to enable the Society to complete the project and alone shall bear pay and discharge professional fees and other charges. The Society at its option be entitled to continue the services of the said professionals. The Developer shall also extend co-operation of designated/Escrow account opened under the provisions of RERA.
- iv. The Developer shall remove all its personnel contractors, site office, supervisors, securities, material, belongings etc., from the property. The building material if any, on the property shall be used by the Society.
- v. The Society shall use the monies received by the Society by way of encashment of Bank Guarantee as also recovering from the allottees, if any, to complete the remainder of the Project by appointing a Contractor/Developer/Builder for the same.
- vi. The Society has agreed to open a separate bank account and deposit therein the proceeds received from invoking the Bank Guarantee(s) and shall maintain proper accounts of all the monies spent there from for the purpose of completing construction of the new residential building/s.

41. Assignment

The whole of the works included in the contract shall be carried out by the Developer and the Developer shall not directly or indirectly transfer, assign or sublet the contract and/or the benefits arising out of the contract.

42. Changes in Constitution of the Developer

- i. Where the Developer is a firm, company or LLP, the previous approval in writing of the Society shall be obtained by the Developer before any change is made in the constitution of the firm, shareholders holding more than 10% of the company's shares transferring whole or any part of their such holdings to any third party or inducting or removing any partner of the LLP.
- ii. When the Developer is an individual or a Hindu Undivided family concern, such approval shall likewise be obtained in writing from the Society before the Developer enters into any partnership agreement, where under the partnership firm or other entity would have the right to carry out the redevelopment work.
- iii. Written pre- Permission of Society shall be necessary for Change / Resignation / Induction of any New Karta, Co Parcener, Partner, Proprietor or Director /Dissolution of the Company of the Developer Firm ,as the case may be.

43. Arbitration

- a. All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works of the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution or maintenance, thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination foreclosure or breach of the contract/ Development Agreement (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) be first attempted to be amicably resolved between the senior management of the Tenderer/Developer and the Office bearers of the Society through correspondence and meetings. However, in the event any dispute doesn't get resolved as mentioned above within 30 days from the date of such reference to the senior management of the Tenderer/Developer and the Office bearers of the Society, alternatively it will be resolved by appointing a sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996 and its statutory modifications in force for the time being and decision of the Sole Arbitrator shall be final and binding on the parties hereto. The Arbitration proceedings shall be held at Mumbai and Courts in Mumbai shall have jurisdiction in the matter.

- b. For the purpose of appointing the sole Arbitrator referred to above, the party evoking arbitration shall send within thirty days names of persons who shall throughout the redevelopment project of the Society be unconnected with any organization for which the work is executed contracted to the other party. The other party shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the first party within thirty days of receipt of the names. Society shall thereupon without any delay appoint the said person as the Sole Arbitrator.

If the other party fails to communicate such selection as provided above within the period specified, Society shall make the selection and appoint the selected person as the sole Arbitrator.

- c. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitrator shall give a separate Award in respect of each dispute or difference referred to him.
- d. If the Arbitrator as appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid. It is expressly understood that the work under the contract shall however continue during the arbitration proceedings as per the directions of Society / PMC.
- e. The venue of arbitration shall be Mumbai. The fees, if any, of the Arbitrator shall, if required to be paid before the Award is made and published, be paid by the developer. The costs of the reference and of the award including the fees, of any of the Arbitrator shall be at the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid. The award of the Arbitrator shall be final and binding on both the parties. Subject to aforesaid, the provisions of the Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under the clause.

44. Compensation in case of Non-Satisfactory Work

If it shall appear to Society / PMC that any work has been executed with unsound, imperfect or unskilled workmanship, or that any materials or articles provided by him for execution of work are unsound, or of a quality inferior to that contracted for, developer shall, on demand in writing from Society / PMC notwithstanding that the same may have been inadvertently passed certified, forthwith rectify or remove and reconstruct such work in whole or in part as the case may require or as like case may remove such materials and articles at his own risk and cost. In the event of his failing to do so within a period to be specified by Society / PMC in his demand aforesaid, Society / PMC may rectify or remove and re-execute the work or remove and replace with the other materials and articles complained of, as the case may be at the risk and expense of the developer in all respects.

45. Defect and Liability Period

Defect liability period for the construction and structural defects (Internal and / or external) of the new building of the redevelopment project will be of 5 years and for Water Proofing and leakages works shall be 10 (Ten) years after completion of construction work or after receipt of Occupation Certificate whichever is later. (“**DEFECT LIABILITY PERIOD**”). The developer shall make good any defects leakage, shrinkage, or other faults that may appear in the work within the said defect liability period. If any defect, leakage shrinkage or other faults are found or noted by reason of construction of the said flats, the developer shall at its own costs and expenses repair, rectify, paint and make good the same and remove the said defects, leakages, shrinkages and other faults to the satisfaction of Society / PMC.

Developer shall assume all liability and fully indemnify and save harmless Society/ PMC from and against all claims, suits, legal actions, proceedings, damages, losses, expenses, royalties arising from any infringements real or claimed, of any patent embodied or used in the performance of this contract;

46. Jurisdiction of Courts

In case of any dispute, only courts in Mumbai city shall have jurisdiction.

SAFETY CODE

1. The Developer shall ensure that all the suggested provisions for safety are followed as required by Society / PMC. The Developer shall indemnify Society against the defects, accident liability during the period of the project.
2. First-aid appliances including adequate supply of sterilized dressings and cotton wool shall be maintained at a readily accessible place.
3. An injured person shall be taken to public hospital without loss of time, in case where injury necessitates hospitalization.
4. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
5. When ladders are used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
6. Staging more than 3.25 Mtr. above the ground or floor or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, belted, braced and otherwise secured at least 1 Mtr. high above the floor or platform of such staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such staging shall be so fastened as to prevent it from swaying from the building or structure.
7. All workers working on scaffolding shall have safety belts, helmets, gloves, gumboots, etc. and it shall be the responsibility of developer to enforce the use of safety belts, helmets, etc.
8. The developer shall take enough safety precautions for material handling scaffolding and ladder works, mechanical devices, electrical devices, cranes, machinery, labour, all heights and depth of works as per standard practice and applicable rules and regulations.
9. No portable single ladder shall be over 8 Mtr. in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.

10. The excavated material shall not be placed within 1.5 Mtr. of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
11. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway is more than 3.25 Mtr. above ground level or floor level, It shall be closely boarded, have adequate width and be suitably fenced.
12. Every opening in the floor of a building or in working platform should be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 1 Mtr.
13. No floor, roof or other part of the structure shall be overloaded with debris or materials as to render it unsafe.
14. Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
15. Adequate precaution shall be taken to prevent danger from electrical equipment's. No materials on any of the sites shall be exposed to public. The developer shall provide all necessary fencing and lights to protect members of public and works from accidents and shall be bound to bear expenses of defense of every suit action or other proceeding at law that may be brought by any person; damages and costs which may be awarded in any such legal action or proceedings to any such person or which may with or without the consent of the developer be paid to compromise any claim by any such person.
16. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus shall remain electrically charged. Proper earthing shall be provided to all electrical appliances.
17. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or material as to render it unsafe.
18. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.

19. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
20. Suitable facemasks should be supplied for use by workers when the paint is applied in form of spray or surface having lead paint dry rubbed and scrapped.
21. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
22. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
23. Overall healthy cooperation shall be extended by the developer to any other agencies of work which may be appointed by Society / PMC for this project.
24. The developer shall take all the necessary precautions during the phase of construction regarding the life and property of the existing members of the Society.

GENERAL SPECIFICATIONS

➤ **Structural & Civil :**

| Parameter | Specifications | Yes/ No / Remarks |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Structural System | <p>Framed structure designed to withstand seismic load as per Seismic Zone III with Reinforced Concrete Pile foundations or isolated footings depending on sub soil conditions. All structural elements of buildings such as columns, beams, slabs, lift shafts and staircases shall be in RCC.</p> <p>Floor to floor height shall be minimum 10'-0"Feet.</p> <p>Design of structures shall be as per provisions of Indian standard specifications and will conform to highest norms and standards.</p> | |
| Layout | <p>Layout of floors shall be designed so as to ensure optimum use of floor space. Room size shall be so selected and arranged to avoid cut tiles in flooring. Toilets shall be designed taking into account the size of tiles so as to avoid cut tiles in dado. All fixtures shall be at junctions of tiles. Size of structural elements and thickness of walls shall be suitably arranged to reduce projections inside the room to extend possible.</p> | |
| Design Mix Concrete | <p>All concrete used for structure elements shall be design mixed Ready Mix Concrete in accordance with IS 10262 with specified characteristic strength in accordance with the values specified in IS 456-2000 edition. Durability criteria shall be given special consideration while designing concrete mixes. Mix design shall be frequently carried out to adjust the variation due to change in raw materials. Frequent statistical analysis also shall be conducted to judge the performance of designed mix.</p> | |

| | | |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Formwork | Rigid formwork manufactured with latest technology to provide proper shape to concrete, to carry dead loads and live loads during formwork/reinforcement/concreting activities and to prevent loss of grout from the concrete shall be provided. Adjustable spans and adjustable steel props shall be used to support formwork for speedy and accurate formwork. | |
| Cement | For all RCC work – 53 Grade Other work – 43 Grade | |
| Reinforcement | The steel reinforcement will be cold twisted steel bars conforming to IS 1786 and hot rolled mild steel deformed bars conforming to IS 1139 of Fe-415 or Fe 500. Cutting and bending of reinforcement shall conform to IS 2502. | |
| Curing | As far as possible curing shall be done by keeping the concrete continuously wet with water for periods as recommended by IS 516 and IS 456. In case situation warrants, curing agents of reputed manufactures shall also be used. | |
| Testing | Sampling and testing of concrete shall be done in accordance with IS 1199 and IS 456. Every batch of cement and reinforcement bars shall be tested as per the relevant IS standards. Every component of concrete shall be tested as per relevant IS codes. Concrete cube samples shall be drawn as suggested in IS 456 while concreting and tested for 7 days & 28 days compressive strength. | |
| Anti-termite treatment | Pre-construction Anti-termite treatment shall be carried out with Chlorpyrifos or Lindane as per provisions of IS 6313 part II by reputed agencies like PCI, Godrej Hi-care or equivalent. Chemical treatment shall be carried out separately for footings, inside the plinth, inside and outside external periphery of buildings. | |

| | | |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Masonry | Masonry for the building shall be with bricks or concrete blocks conforming to relevant IS standards. Bricks to be used for any masonry work to be First Class only. Internal Walls should be of 115 mm thick Brick wall in CM 1:4. External masonry shall of 230mm thick in case of brick masonry or 150 mm thick in case of concrete blocks/silicate bricks. Mortar in masonry should be of 1:4 cement sand ratio. | |
| External plaster | External sand face cement plaster shall be of 25mm thick (only River Sand should be used) in two coats with water proofing & Polypropylene Fibre ingredients of reputed manufactures added to the mortar. 1 st coat of 15mm thick of 1:4 cement sand ration & 2 nd coat of 10mm thick of 1:3 mortar ratio. Galvanized wire mesh (chicken mesh) shall be provided at all junctions of RCC and masonry to avoid probable cracks at junctions. External walls to be properly cured before plastering. | |
| Internal plaster | Internal plaster shall be of 12-15 mm thick in cement mortar 1:4 (only River Sand should be used) Galvanized wire mesh (chicken mesh) shall be provided at all junctions of RCC and masonry to avoid probable cracks at junctions. Ceiling plaster shall be 8mm thick cement plaster. | |
| Water proofing of Terrace | Proprietary terrace waterproofing consisting of brickbat cement concrete of average thickness 110mm to terrace, chajjas etc. laid in required slope (minimum cement consumption 0.5 bag/Sq.Mtr.), outlet and rain water pipes grouted, rough to receive kotah/China mosaic flooring as directed. | |
| Water proofing of Toilets | Brick bat Coba waterproofing for floors as above and waterproof plaster in Cement mortar 1:3 upto a height of 600mm above floor level for walls. | |

➤ **Finishes :**

| Parameter | Specifications | Yes/ No / Remarks |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Flooring | 900 x 900 mm Vitrified tiles in design pattern with 100mm thick skirting all along the wall as directed by Society shall be of reputed manufacturers like Shimpolo , Johnson, Kajaria and Nitco. These tiles shall be tested as per provisions of relevant IS. Tiles/stones shall be laid in 20-30 mm thick cement mortar of 1:4 and grouted with coloured pigments as per the provisions of IS. | |
| Dado, Skirting | A backing coat plaster shall be applied for dado in CM 1:4 and properly cured before commencing dado work. Dado of Tiles shall be fixed either with as float of cement mortar 1:2 or tile adhesives of reputed manufactures. Tile should be of reputed manufactures like Shimpolo ,Johnson, Kajaria and NITCO. | |
| Doors | 125mm x 65mm Doorframes shall be of seasoned C.P. Teak wood. All shutters except toilet shutter shall be a solid core flush door of reputed make. Main door shall have 40mm solid core flush door with veneer on both sides melamine polished or 1 mm laminate on both sides and other doors shall have flush door with ply finish and 1 mm laminate on both sides with French polish on sides. Fire rating of min. 30 minutes. Wooden Safety Door need to be provided as per Architect specification. Toilet shutters shall be water resistant shutters such as FRP sheet of 35mm thick. Door frame – Main door shall be provided with 150mm x 75 mm door frames with double rebate 1050 mm x 2150 mm. All internal doors shall be provided with TW frames 125 x 65mm. Toilets doors with granite frame with molding. | |
| Windows | All windows shall be made of Aluminium heavy-duty sections with 15 microns anodized and fixed with premium hardware. Aluminium sections of reputed | |

| | | |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | Manufacturers like Jindal and Indal only shall be used for window work. All windows shall be made with weather stripping and joints shall be sealed with silicon sealant to stop water infiltration. Glass used for windows shall be of clear glass of reputed manufacturers like Modi, float glass or equivalent. Windows will have sills made of granite molding in two layers matching with finish of each room. | |
| Ironmongery | Ironmongery shall be heavy duty of reputed brand such as Dorma, Shalimar, and Visionetc. Locks shall be of Yale, Godrej, Vijayan or Sobeet. | |
| Wall finish | All walls and ceiling shall be finished with Gypsum Plaster and PVC chicken mesh. | |
| Painting | All rooms and other area shall be painted with proper surface preparation (Primer + Putty + Primer). | |
| Entrance lobby | Shall be provided with granite / Italian marble flooring in design pattern as approved and granite dado to the walls with approved designed murals. | |
| Lift lobby | Shall be provided with granite flooring and granite dado including lift door jambs and architraves in granite. | |
| Staircase | Staircase shall be provided with granite treads and risers with double moulding nosing antiskid grooves with 150mm thick granite skirting upto 1st floor and 1st floor onwards polished, Kotah tread and risers including 150mm thick skirting, nosing, antiskid grooves as per above. | |
| Terrace waterproofing | Brick bat waterproofing laid to slope with Zypex or Nina or Vandex waterproofing or equivalent make and finishing with China Mosaic Tiles with 10 year guarantee. | |

➤ **Services :**

| Parameter | Specifications | Yes/ No / Remarks |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Elevators | <p>No. of High-speed Elevators of minimum 10 person capacity in each wing of building will be as per MCGM regulation.</p> <p>Minimum 1 Stretcher lift</p> <p>Make: Mitsubishi / Schindler / OTIS</p> <p>Cabin finish : Brush finish stainless steel cabins</p> | |
| Plumbing | <p>All GI pipes shall be tested in accordance to relevant IS standards. All concealed piping shall be with C-class G.I. pipes of reputed make like TATA or Zenit:</p> <p>Internal piping – 20mm or 12mm diameter ‘C’ class G.I./ CPVC concealed piping including concealed elbows, tees, unions, etc. complete for hot and cold water piping necessary insulation shall be provided.</p> <p>Plumbing fittings – All toilets, bathroom, WC and kitchen shall be provided with Jaquar Florentine range concealed stop cock, angle cock, long and short body Offer cock, wall mixtures, wall diverters, bottle traps etc.</p> <p>Sanitary waters – Wall hung European / Indian style WC of Hindustan or Parryware make to be provided as approved.</p> <p>All stoneware pipes, bends, junctions, gully traps, intercepting traps shall be salt glazed inside and outside and shall conform to the specifications of IS 651. All external drainage pipes shall be of UPVC of reputed make.</p> | |
| Electrical | <p>All electrical works shall be carried out in accordance with relevant IS codes, Indian Electricity rule 1956, Regulations and Rules set-out by Fire Insurance Regulations.</p> <p>Entire electric system shall be earthed and the earth system shall conform to the Code of Practice as per IS 3043 of 1987.</p> <p>3 phase electric supply in each flat with concealed copper wirings in all rooms including D.B's MCB and ELEB, Min</p> | |

| | | |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | switches, meters as per Power Distribution Company's requirements to be provided. Emergency lights for staircase, Lobby, underground parking area etc. to be provided. Details of power circuits/power points, light points etc. to be got Approved in advance. Extraction fans to be provided in all toilets/Bathrooms. | |
| Rainwater Harvesting | Needs to be provided as per Governing Law and with proper survey & due diligence. | |

➤ **External Development:**

| Parameter | Specifications | Yes/ No / Remarks |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Roads | All internal roads should be of Concrete Road as specified by MOST or IRC. No services will be provided under the Road. It can be provided through utility duct along the roads. | |
| Storm Water drains | Storm water drains for the plots shall be designed as per the rainfall data and shall be constructed in brick masonry and plastered or in stone masonry pointed. Storm water drains shall be covered with pre-cast concrete slabs or MS Granting as per norms. | |
| Sewer Lines | It needs to be connected to Municipal Sewer main outside the compound wall. All covers/manhole are to be designed for Truck load. | |
| Hardscape | Pathways and hardscapes shall be made of natural stones such as Mandana, Agra red, Golden lime, kota, Shabaz and alternatively of chequered tiles according to the external development scheme prepared by Architect. Depending on the use, part of the pathways and hardscapes shall be prepared on hard concrete base and part of the area may be laid-on compacted earth. | |

| | | |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Parking area | <p>Parking area shall be made of 65mm / 80mm thick inter-locking blocks / anti-skid tiles laid on a layer of 230mm thick rubble soling and sand cushioning.</p> <p>Provisions to be made for ensuring water drainage for car wash.</p> <p>Minimum 01 no. of Four wheeler car park per tenement + sufficient provisions for Two wheeler parking to be made free of cost to existing members of the Society within compound wall, either in stilt and / or in podium only.</p> <ol style="list-style-type: none"> 1. Adequate Visitor Parking Should be provided 2. Only the area which is agreed as parking area as per approved plan can be sold as parking by the builder. 3. System of Mechanical parking not allowed (for Rehab) 4. If existing members want to purchase additional parking, the discounted rate to be specified by developer | |
| Compound wall | Compound wall on the front side shall be constructed in 230mm thick brick/rubble masonry with suitable foundation with decorative cast iron grills in between. | |

Note: Developer may specify and the material brands of Grade-1 Quality which will be use, for the External & Internal specification with the tender draft.

TECHNICAL SPECIFICATIONS - INTERNAL

➤ **Living Room :**

| Item | Specification | Make | Yes/No/Remarks |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|
| Flooring | 900mm x 900mm vitrified floor tiles of approved shade and design (Premium quality) | | |
| Skirting | 4" the same tile as use for Flooring flushed with the wall | | |
| POP punningon walls | POP on plastered surface of walls. All corners/sharp edges of Beam, Column or walls should be smooth rounded off with POP, Plastic (oil bound) | | |
| Paint on walls | 3 coats of Premium Plastic Emulsion paint on the prepared surface of all sides of wall. | | |
| Ceiling | 3 coats of Premium Plastic Emulsion paint White Colour on the prepared surface. 2 MS Hooks of appropriate size for Ceiling Fan & 1 hook for Zoombar to be provided. | | |
| Main Door | 40mm thick Solid core phenol bounded flush door of 7' x 3' size with both side Veneer (1mm) with both side melamine polish / 0.75 mm thick laminate, with heavy duty Brass hinges fitted with brass screws and all other necessary fittings such as Tower Bolt, Kundi, Safety Chain, Night latch, peep hole, Door Stopper & decorative handle all of Brass metal from both Sides etc. Decorative Wooden Safety Door of same size with the above mentioned accessories to be provided. | | |

| | | | |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Doorframe | Doorframe should be of BTW with proper anti- termite treatment surface. Both, frame surface and wall should be properly treated for any future weather changes. Holdfast (4 nos.) should be put and has to be embedded with concrete. | | |
| French Window with Mosquito Netlon provision throughout section | Five track heavy section of 1” and 16 gauge PVC Imported sliding windows with 5 mm clear black/brown colour glass with interlocking arrangement resting on 18mm thick Granite frame on three sides, top should be Aluminium sub frame. | | |
| M.S. Grill or Toughened glass with SS fitting/railing 12 MM | MS grill to cover the total size of window to match the elevation as per the approved design painted with first red oxide and thereafter final coat of colour oil paint. | | |
| Electrical (Conceale) | Only ISI approved copper wires of appropriate size through PVC conduits. Separate conduits for TV Cable/Internet/Telephone with adequate spacing to be provided at appropriate location. | | |
| | Sufficient no. (as approved by Architect) Modular switches (White colour) & 20/15 Amp. Power points. LED night lamps on dados of all rooms, passage with common and/or separate controls. | | |

➤ **Kitchen :**

| Item | Specification | Make | Yes/No/Remarks |
|----------------------|-----------------------------------------------------------------------------------------|------|----------------|
| Flooring | Mirror Polished Tile of 18mm thick | | |
| Skirting | 4" thick same tile as use for Flooring flushed with the wall | | |
| POP punning on walls | Same as Living Room | | |
| Wall Finish | Plastered and painted with Oil Bound Distemper upto beam bottom. | | |
| Ceiling | Same as Living Room | | |
| Kitchen Platform | 2' wide platform There shall be a Modular kitchen system in all the rehab flats. | | |
| | Wall tiles upto ceiling | | |
| | Tiles below the kitchen platform | | |
| | Sink | | |
| | Addl. Water taps for water purification connection & Washing Machine to be provided | | |
| | Sink water tap (swinging cast spout) | | |

| | | | |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Flush Door | 35mm thick Flush door with both side laminate, with heavy duty Brass hinges fitted with SS screws and all other necessary fittings such as Tower Bolt, kundi, handle from both sides etc. | | |
| Window | Heavy section Aluminium sliding Anodised windows with 5mm clear colour glass with interlocking arrangement resting on 18mm thick marble/Granite frame on all four sides. Service slab/utility space should be provided outside window. | | |
| Plumbing | All internal plumbing work should be concealed. Separate lines for BMC and bore water, provision for shower, gyser. Pipes and fittings used for plumbing should be of GI "C" class / UPVC pipes provision of overhead water tank with separate water lines for BMC and bore water Master Stop Cock to stop the water supply during any repairing work | | |
| Electrical (Concealed) | Same as Living Room (Addl. Plug point for Small Devahara) Exhaust Fan, gyser of appropriate size | | |
| | Tube / Exhaust / Fridge / Microwave Washing Machine/ Fan / Mixer / Aqua guard / Chimney (Mi 10 electrical points to be provided) | | |

➤ **Bedroom(s) :**

| Item | Specification | Make | Yes/No/Remarks |
|------------------------|--------------------------------------------------------------|------|----------------|
| Flooring | Single piece marble/tile of minimize leakages | | |
| Skirting | 4" thick same tile as use for flooring flushed with the wall | | |
| POP punning on walls | Same as living room | | |
| Paint on walls | Same quality as Living Room with different colour | | |
| Ceiling | Same as Living Room | | |
| Flush Door | | | |
| Window | | | |
| | | | |
| Electrical (Concealed) | | | |

➤ **Passage :**

| Item | Specification | Make | Yes/No/Remarks |
|----------------------|---------------------|------|----------------|
| Flooring | Same as Living Room | | |
| Skirting | Same as Living Room | | |
| POP Punning on walls | Same as Living Room | | |
| Paint on walls | Same as Living Room | | |
| Ceiling | Same as Living Room | | |
| Wash Basin | | | |

➤ **Toilet / Washroom :**

| Item | Specification | Make | Yes/No/Remarks |
|------------|---------------|------|----------------|
| Flooring | | | |
| Dado | | | |
| Toilet Pan | | | |
| Plumbing | | | |
| Door | | | |
| Window | | | |
| Electrical | | | |

Note: Developer may specify and the material brands of Grade-1 Quality which will be use, for the External & Internal specification with the tender draft.

TECHNICAL SPECIFICATIONS – EXTERNAL

➤ **General :**

| Item | Specification | Make | Yes/No/Remarks |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------|------|----------------|
| Door / Windows frames | All Marble / Granite frames should be half rounded and chamfered for all flats | | |
| Flooring Tile / Wall Tile | Colour / design / Texture will be of uniform nature. | | |
| Paint | Internal wall paint colour will be decided giving choice of 5 colors to be confirmed when the Development Agreement is drawn | | |

➤ **Building :**

| Item | Specification | Make | Yes/No/Remarks |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|
| Structure | Earthquake resistant design for Zone III | | |
| Design Mix Concrete | Shall be in accordance with IS: 10262 & SP 23 with strength not less than as given in IS 456. The Design Mix will vary from M 25 to M 40 for various structural elements. | | |
| Reinforcement | MS steel bars confirming to IS 432 (part1) and hot rolled mild steel deformed bars conforming to IS 1139 and cold twisted steel bars to IS 1786. Fe 415/Fe 500 Tor steel of Minimum dia. size of 8mm. Rolling margin should be is allowed. | | |

| | | | |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Masonry | As specified in IS 2185 and IS 2572. cement: sand ratio should be 1:4 in Mortar | | |
| Internal Plaster | Plaster to the internal surface of walls and ceiling shall be of 12-15 mm thick. The junctions between the masonry and concrete members will be provided with galvanized chicken mesh/24 gauge of 12 mm size projecting 50mm on either side of junctions. Bond coat should be applied on RCC surface before plastering. | | |
| External Plaster | Will be of 25mm thick applied in two coats (16mm + 9mm) with water proofing compound. Bond coat should be applied on RCC surface before plastering. | | |
| Waterproofing | All wet areas like toilets, sunken portions, terraces and exposed roof surfaces will be waterproofed. Performance warranty for a minimum of 10 years should be given. | | |
| DPC | Damp Proof Concrete course in Foundation as per IS specification. | | |

➤ **Lift Lobby :**

| Item | Specification | Make | Yes/No/Remarks |
|-------------|----------------------|-------------|-----------------------|
| Flooring | | | |
| Skirting | | | |

| | | | |
|-------------------------|--|--|--|
| POP punning on walls | | | |
| Paint on walls | | | |
| Ceiling | | | |
| Electrical | | | |
| | | | |

➤ **Staircase :**

| Item | Specification | Make | Yes/No/Remarks |
|-------------------------|---------------|------|----------------|
| Flooring | | | |
| Skirting | | | |
| Railing | | | |
| POP punning on walls | | | |

| | | | |
|----------------|--|--|--|
| Paint on walls | | | |
| Ceiling | | | |
| Electrical | | | |
| | | | |
| Window | | | |

➤ **Entrance Lobby:**

| Item | Specification | Make | Yes/No/Remarks |
|----------------------|---------------|------|----------------|
| Flooring | | | |
| Dado | | | |
| POP punning on walls | | | |
| Paint on walls | | | |

| | | | |
|--------------|--|--|--|
| Ceiling | | | |
| Electrical | | | |
| | | | |
| Notice Board | | | |
| Name Plates | | | |

➤ **Society Room:**

| Item | Specification | Make | Yes/No/Remarks |
|----------------------|---------------|------|----------------|
| Flooring | | | |
| Skirting | | | |
| POP punning on walls | | | |

| | | | |
|----------------|--|--|--|
| Paint on walls | | | |
| Ceiling | | | |
| Window | | | |
| Flush Door | | | |
| Electrical | | | |
| Fix Furniture | | | |

| | | | |
|--------------------|--|--|--|
| Loose Furniture | | | |
| Attached Toilet | | | |

Note: Developer may specify and the material brands of Grade-1 Quality which will be use, for the External & Internal specification with the tender draft.

➤ **Security Room:**

| Item | Specification | Make | Yes/No/Remarks |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|
| Flooring | Kotah tiles of Approved shade and design | | |
| Skirting | 4" thick same tile as use for Flooring flushed with the wall | | |
| Paint on walls | External wall paint | | |
| Electrical | Only ISI approved Copper wires of appropriate size through PVC conduits | | |
| | Sufficient no. (as approved by Architect) Modular switches (White colour) with Tube Light fittings & ceiling fan, CCTV arrangement to be provided by Developer. | | |
| Window | Heavy section Aluminium sliding anodized windows with 5 mm clear colour glass with interlocking arrangement resting on 18mm thick marble / Granite frame on all four sides. | | |
| Flush Door | Flush door with both side oil paint with heavy duty Brass hinges fitted with s. s screws and all other necessary fittings such as Tower Bolt, Kundi, handle from both sides etc. | | |
| Furniture | 2" ht. storage units placed along the periphery of all sides of all wall, made of good quality 18mm thick commercial ply bounded with 1mm thick laminate. Internal sides of the unit and internal part of the door shutters should be polished. OSU should be fitted with all other necessary fittings such as hinges, boltage, brush steel handle & locks. One Wash basin with Mirror to be provided. 2 nos. of Plastic Chairs | | |

➤ **Elevators:**

| Item | Specification | Make | Yes/No/Remarks |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|
| Type | Adequate no. of high speed elevators of min. 10 passenger capacity with the latest technology (infra-red door curtain, Fireman's switch, 2 way communication system and Automatic rescue device with Airline finish SS body & VV F System. Minimum 1 no. of Stretcher Cum service Lift. | | |
| Interior | The interior finish of Lift should be as follows: Car in scratch proof brush finished stainless steel of 304 grades. Flooring should be of Neoprene pad with approved adhesive. The Ceiling should be of S.S. with light fittings and exhaust fan. Small ceiling fan with auto on/off. | | |

➤ **Water Supply / Storage & External Plumbing:**

| Item | Specification | Make | Yes/No/Remarks |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|
| Water down-take line | Should be of GI with zinc chromite coating / UPVC of sufficient dia. as specified by the MCGM | | |
| Drainage line | PVC pipes/cast iron pipes as per the MCGM provision | | |
| Overhead Tank | RCC / Water proof tank as per the MCGM law. Separate Bore Well and Water Tank for the Flushing. | | |
| UG Tank | RCC / water proof tank as per the MCGM law. | | |
| Pump Room | With approved capacity Pumps (one stand by) | | |
| Bore well | Bore well will be provided with the pump and necessary pipe arrangement to satisfy the additional requirement of flushing & cleaning water. Additional tap of bore water will be provided at Gr. Level for gardening & car wash purpose. | | |

➤ **Miscellaneous:**

| Item | Specification | Make | Yes/No/Remarks |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|
| Paint to Building Exterior | Apex Ultima/Damanis with 10 yrs. Warranty of shade fading. Water proofing coat should be applied before paint coat. | | |
| Fire-fighting System | As per the MCGM governing law/CFO requirement | | |
| Stilt Area | The parking area and pathways shall be finished in heavy duty concrete interlocking paver block. Sub base with tri-mix concrete. Sufficient light & Ventilation to be maintain. | | |
| Podium Area | The parking area and pathways shall be finished in non – skid tile. Sufficient no. of light points with the fittings will be provided. | | |
| Electric Meter Room | As per the MCGM/Power suppliers governing rules | | |
| Letter Box | 12" x 8" size decorative wooden polish letter box to be fixed in the lobby. | | |
| EPABX Facility | EPABX system to be provided free of cost to all existing members connected with Security Cabin as per the requirement of Telecom company should also have video facility. | | |
| External Site Development | The landscape proposal will be of low maintenance Plantation. | | |

| | | | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | The internal roads shall be finished in Concrete pre-cast RCC kerbs, with RCC covered drains. The parking area and pathways shall be finished in non-skid tiles. The sufficient nos. of Lighting posts should be provided with necessary fittings. | | |
| Compound Wall | UCR masonry along the total periphery of the plot of 8' ht. from the external road level and the top of it angular barbed wire fencing of additional 2'. | | |
| Main Gate | 2 nos. of designed Cast Iron decorative gates with paint finish with lighting mast on top of the gates pillar. (one large for vehicular movement and one small for pedestrians) | | |
| External Signage Board | Decorative Name plate publishing Society name should be put on the signage board with proper lighting. | | |

Note: Developer may specify and the material brands of Grade-1 Quality which will be use for the same.

LIST OF APPROVED MATERIALS

➤ **Civil Work :**

| Sr. No. | Material | Make |
|----------------|--------------------------------------------------|-------------|
| 1 | Cement (43/53 Grade) | |
| 2 | Structural Steel | |
| 3 | Mild & TOR Steel | |
| 4 | Plasticiser | |
| 5 | Waterproofing Compound | |
| 6 | Waterproofing Polymer | |
| 7 | Waterproof Cement Paint | |
| 8 | Hardware | |
| 9 | Glazing | |
| 10 | Red Oxide | |
| 11 | Paints & Distempers | |
| 12 | Hardness | |
| 13 | Aluminium doors, doors, windows, partitions etc. | |
| 14 | Rolling shutters & grills | |
| 15 | G.I. Pipe | |

| | | |
|----|---------------------------------------|--|
| 16 | Paver blocks | |
| 17 | Chequered Tiles | |
| 18 | Block Masonry | |
| 19 | Polycarbonate Sheet | |
| 20 | Fly Ash | |
| 21 | Non shrinkage grout | |
| 22 | Flush & Panel Doors-ISI mark | |
| 23 | F.R.P. Doors | |
| 24 | PVC Pipes | |
| 25 | SW Pipes | |
| 26 | Ceramic Tiles | |
| 27 | White / Coloured Glazed Tiles | |
| 28 | Precast RCC Inspection Chamber Covers | |
| 29 | LA Class Pipes: | |
| | With rubber gasket (Tyton Joints) | |
| | With Lead Caulked Joints Steel | |
| | With flanged joints | |
| | With screwed on flanged joints | |

| | | |
|----|------------------------------|--|
| 30 | Sanitary Fittings | |
| 31 | Glass Mosaic Tiles | |
| 32 | Water Meter | |
| 33 | Sanitary Wares | |
| 34 | GI Fittings | |
| 35 | GM Valve Ball (Float Valves) | |
| 36 | Water, Sewage & Fire Pump | |
| 37 | CINR Valves | |
| 38 | PVC Pipes | |

Note: Developer may specify and the material brands of Grade-1 Quality which will be use for the same.

➤ **Electrical Work :**

| Sr. No. | Material | Make |
|---------|----------------------------------------|------|
| 1. | Pump | |
| 2. | Motor | |
| 3. | Ring Main Unit/HT Switches & Fuse Unit | |
| 4. | C.T. /P.T. | |
| 5. | Auto Transformer Starter | |
| 6. | Tri-vector Meter | |
| 7. | Measuring Instruments | |
| 8. | Current Transformer | |
| 9. | PVC Conduits, PVC Pipes | |
| 10. | HDPE Pipes | |
| 11. | Ceiling / Table Fans / Air Circulators | |
| 12. | G.O.D. Switches & Dropout Fuse Outfit | |
| 13. | Sluice Valve | |
| 14. | Butterfly Valve | |
| 15. | Lugs | |
| 16. | C.I. Pipes | |
| 17. | Chlorinator | |
| 18. | Motor Protection Relay | |
| 19. | 11 K.V. Cable/22 KV Cable | |
| 20. | Feeder Piller/Mini Piller | |
| 21. | Transformer | |
| 22. | L.T. Cable | |

| | | |
|-----|--------------------------------------------------------|--|
| 23. | MCB & MCB DB | |
| 24. | ELCB | |
| 25. | PVC Wires, Copper Aluminium Conductor, Flexible Cables | |
| 26. | HRC Fuse | |
| 27. | Fuse Switches/SW Fuse | |
| 28. | Switches/Sockets | |
| 29. | Cable Glands | |
| 30. | HC Fuse Distribution Board | |
| 31. | Air/Oil Circuit Breakers (HT/LT) | |
| 32. | Energy Meters | |
| 33. | Capacitor | |
| 34. | Steel Tubular Poles | |
| 35. | GI Pipes/Poles | |
| 36. | Terminal Box, Bracket, Junction Box, Control Pillar | |
| 37. | Street Light Luminaires | |
| 38. | Chokes/Igniters | |
| 39. | Power Contractors | |

| | | |
|-----|-------------------------------|--|
| 40. | Lamps | |
| 41. | Rotary/Select or Switches | |
| 42. | Post Top Lantern | |
| 43. | Street Light Controller/Timer | |
| 44. | Alternators | |
| 45. | Diesel Engines | |
| 46. | Flow Meters | |
| 47 | Cable Joint Kit | |

Note: Developer may specify and the material brands of Grade-1 Quality which will be use for the same.

ANNEXURE I

| Sr. No. | Description | Remarks |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1 | Name in which the bid is submitted (Name of Developer/Consortium/SPV) | |
| 2 | Nature of bidder | Proprietorship / Partnership / Pvt Ltd / Public Ltd / Consortium / SPV / Other If Others, please specify. |
| 3 | Registered address / Tel. no. of the bidder (In case of Consortium, SPV or any other joint venture, please specify registered address and tel. no. of each of the members / partners with documentary evidence) | |
| 4 | Name & contact details of authorized representative with evidence | |
| 5 | Duly certified documentary evidence for nature of bidder (In case of Consortium, SPV or any other joint venture, also give details and documentary evidence for each of the members / partners) | Provide the list of documents attached |
| 6 | Duly certified Audited Annual Reports / Balance Sheets / P & L Accounts of the bidder for the last 3 years. (In case of Consortium, SPV or any other joint venture, give details of each of the members/partners) | |
| 7 | Net worth of bidder (duly certified by CA only) (In case of Consortium, SPV or any other joint venture, specify net worth of each of the members/partners) | |
| 8 | Bankers Certificate regarding solvency of the bidder. | |

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 9 | <p>Experience with details of completed / ongoing projects by the bidder.</p> <p>(In case of Consortium, SPV or any other joint venture, give details of projects by each of the members / partners)</p> | |
| 10 | Total constructed area under development projects till date. | |
| 12 | <p>Experience with details of completed /ongoing projects involving redevelopment after Covid Period, with total Plot Area & No. of tenements, Approx. Cost of Project. (If any)</p> <p>Running Project in DCPR 2034, 33(11) Policy.</p> <p>(In case of Consortium, SPV or any other joint venture, give details of projects by each of the members / partners)</p> | |
| 13 | Arbitration & Litigation Record, if any | |
| 14 | <p>Professional Fees of PMC Advocate /Legal Consultant (will be born by selected bidder)</p> <p>(Expected criteria for bidder: Payment of</p> | _____Rs. |
| 15 | In addition to Bank Guarantee, security in the form of constructed area from saleable component to be reduced progressively. | |
| 16 | Share of society in additional FSI benefit, in the form of constructed area free of costs , if so available till completion of the project . | |

Note: Complete details of Ongoing and Completed projects to be annexed along with references if any.

ANNEXURE II - A

Offer under Section 33(7) B DCPR 2034 provisions

| Sr. No | Particulars | Remarks |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | Maximum Carpet Area for residential tenement including Fungible per member (MOFA) | |
| 2 | Clear Height of Residential Flat Minimum 10 Feet | |
| 3 | Corpus fund / member (in INR) | |
| 4 | Monthly rent for temporary alternate accommodation per member (in INR) along with escalation rate for the subsequent year(s) (Payable for one full calendar month as additional rental and for one full calendar month in which the Notice to take possession of new premises.) | |
| 5 | Schedule and Mode of payment of rent | |
| 6 | Temporary Society Office or Rent (Till Possession of New Society office) | |
| 7 | Brokerage (in % or INR) | |
| 8 | Shifting charges (to and fro) | |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 9 | Bank Guarantee from a nationalized bank (in Rupees) | |
| 10 | No. of Car parks per member | |
| 11 | Specify lead period for submission of proposal / approval's timelines | |
| 12 | Occupation period of the rehab buildings after Commencement Certificate | |
| 13 | Tentative period of completion of the entire project including Sale component with infrastructure and amenities | |
| 14 | Offer validity period | |
| 15 | Discount to the Members | |
| | Additional available Area /Units to be purchased by existing members | _____Sq. Ft |
| | Discount rate on additional area/ Units available to be purchased by existing members | Rs. _____ Per Sq. Ft. |
| | Compensation to member for being allotted slightly lesser area due to planning constraints. | Rate per sq.ft on carpet area |
| | Payment by the member for being allotted slightly higher area due to planning constraints | Rate per sq.ft on carpet area |
| <p>Note: if the developer is willing to construct commercial area on ground floor, so developer may give Additional benefits to society in a firm of Carpet Area, Corpus it should be mentioned in separate annexure.</p> | | |

ANNEXURE II - B

(Offer under any other DCPR 2034 provisions.)

| Sr. No | Particulars | Remarks |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1 | Maximum Carpet Area for residential tenement including Fungible per member (MOFA) | |
| 2 | Clear Height of Residential Flat Minimum 10 Feet | |
| 3 | Corpus fund / member (in INR) | |
| 4 | Monthly rent for temporary alternate accommodation per member (in INR) along with escalation rate for the subsequent year(s) (Payable for one full calendar month as additional rental and for one full calendar month in which the Notice to take possession of new premises.) | |
| 5 | Schedule and Mode of payment of rent | |
| 6 | Temporary Society Office or Rent (Till Possession of New Society office) | |
| 7 | Brokerage (in % or INR) | |
| 8 | Shifting charges (to and fro) | |

| | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 9 | Bank Guarantee from a nationalized bank (in Rupees) | |
| 10 | No. of Car parks per member | |
| 11 | Specify lead period for submission of proposal / approval's timelines | |
| 12 | Occupation period of the rehab buildings after Commencement Certificate | |
| 13 | Tentative period of completion of the entire project including Sale component with infrastructure and amenities | |
| 14 | Offer validity period | |
| 15 | Discount to the Members Additional available Area /Units to be purchased by existing members Discount rate on additional area/ Units available to be purchased by existing members Compensation to member for being allotted slightly lesser area due to planning constraints. Payment by the member for being allotted slightly higher area due to planning constraints | <div>Sq. Ft</div> <div>Rs. _____ Per Sq. Ft.</div> <div>Rate per sq.ft on carpet area</div> <div>Rate per sq.ft on carpet area</div> |

Note:

- If Developer working under DCPR 2034, 33(11) Permanent Transit Camp Policy, He should have provision of his own Permanent Transit Camp.**
- If the developer is willing to construct commercial area on ground floor, so developer may give Additional benefits to society in a firm of Carpet Area, Corpus it should be mentioned in separate annexure.**

ANNEXURE III

| Sr. No | Particulars | Remarks |
|--------|--------------------------------------------------------------------------------------------|---------|
| 1 | Total Built-Up Area considered for redevelopment in Sq. Mtr (for calculation) | |
| 2 | Built-Up Area consumption of Rehab building in Sq. Mtr. | |
| 3 | Built-Up Area consumption of Sale building in Sq. Mtr. | |
| 4 | Built-Up Area consumption of Sale buildings in Sq. Mtr. for residential | |
| 5 | Height of proposed Rehab building(s) in Metres | |
| 6 | Height of proposed Sale building(s) in Metres | |
| 7 | Tentative unit plan (A4 size) | |
| 8 | No. of flats per floor (for Rehab buildings) | |
| 9 | No. of elevators per building including stretcher cum service lift (for Rehab buildings) | |

ANNEXURE IV

| Sr. No | Particulars | Yes / No / Remarks |
|--------|------------------------------------------------------------------------------------|--------------------|
| 1 | Clear height for residential flat (minimum 10" Feet clear height is solicited) | |
| 2 | FSI Consumption of Sale Building in Sq. mtr. | |
| 3 | Recreation / health club with all modern facilities for Rehab component | |
| 4 | MGL/CNG pipe gas line | |
| 5 | Provision for 24 hours BMC water supply and bore water supply | |
| 6 | Fully furnished society office (with area in Sq. Ft.) | |
| 7 | Generator for elevators and common areas | |
| 8 | Firefighting system and equipment according to international standards | |
| 9 | Solar system for compound, heater and street lighting | |
| 10 | Solid Waste Management | |
| 11 | Security / surveillance System | |
| 12 | Rainwater harvesting | |

Note: Additional amenities offered to be annexed separately along with Annexure IV.

DRAFT LETTER FOR SUBMISSION OF BID OFFER (ON DEVELOPERS LETTER HEAD)

To,
Hon. Secretary/ Chairman
Sujata Nivas Chsl,
S.V. Road, Bandra (West)
Mumbai 400 050.

**Subject:- Proposed Redevelopment of Sujata Nivas Chsl, S.V. Road,
Bandra (West), Mumbai 400 050.**

Dear Sir,

I/We have perused and carefully examined the tender document as well as clarifications, issued by the Architect/PMC and/or the society, which also form part of the Tender Document and we agree to the provisions of the Technical Bid and Commercial bid for the work under reference.

I/We, the undersigned, hereby offer to construct execute, complete the whole work in conformity with the said tender document, General conditions of contract, Special conditions of contract and Technical specifications and other documents as mentioned above for the offer. We hereby agree to all your terms and conditions contained in the Tender document.

I/We further undertake that,

We will abide with all Extant/Prevailing Development Control Regulations and all other statutory requirements of other relevant Regulatory Authorities as applicable for executing the redevelopment project of private property of the Sujata Nivas Chsl, , S.V. Road, Bandra (West), Mumbai 400 050.

I/We hereby agree to obtain all the necessary clearances, approvals, permission, NOCs, etc. from various authorities from time to time in such way that the work is not halted or delayed on any account.

I/We agree to use good quality materials of specified brands as specified by the Society in the tender document and/or specified and offered by us in our offer as mutually agreed, deliver good workmanship through competent skilled and unskilled labour, competent and experienced supervision and shall use modem equipment's and techniques in the construction work.

I/We hereby agree that unless and until the Development Agreement is signed and all payment/deposits are made as required under the terms thereof, the tender document

By itself shall not constitute any contract between the Society and us and accept that the bid submitted by us will be binding upon us for a period of 180 days from the opening of bids or suitably extended by us in writing without any revision or charges and in default thereof we will be liable for disqualification and forfeiture of our earnest money deposit. The deposits paid by us shall not carry any interest till the end of the defect liability period as defined in the Tender Document.

I/ We understand that the Society is not bound to accept the highest or any other Bid/Tender received and that I/we are fully aware that the Society shall be at liberty to accept or reject any or all bids without assigning any reason therefore and I/we shall not make any claim in that respect.

I/We hereby enclose a Pay Order/ No. _____ Dated _____ (drawn on the branch of in FAVOR of your society amounting to Rs. _____/- (Rupees _____ only) towards the 'Earnest money deposit' along with our offer. The said deposit shall not bear any interest payable to me/us & whatever interest will generate on it society can utilize the same for their concern. If my/our Tender and offer is accepted, the Earnest Money tendered herewith shall constitute as a 'Security Deposit of Rs. _____/- (Rs. _____ only) towards the proper performance of the contract.

I/ We agree to abide by this Tender for the period specified in the Tender Document. It shall remain binding on me/us and may be accepted any time before the expiry of that period and / or before the expiry of any further period extended by mutual consent. In case of any default by me/us in my/our obligations above, I/we acknowledge that you are at the liberty to forfeit the Earnest Money Deposit tendered herewith.

I/We undertake to extend necessary co-operation to the P.M.C. to monitor quality and progress of work at the site. I/We also agree to extend necessary co-operation to all other consultants appointed by the society such as legal, tax, stamp duty consultant, etc. and I/We also agree to pay the professional fees of the P.M.C., Structural Engineer, Site Supervisor, Solicitor/Advocate, Tax consultant and any other consultants as may be required to be appointed by the Society for the said redevelopment project, as per the terms and conditions laid down by the Society.

I/ We also declare that I/We have read and understood the General and Special Conditions of contract, standard specification and other conditions and have understood its contents and meaning properly and have submitted this offer to you on

my/our own free will.

I/ We also declare that I/ We have submitted the complete set of the tender document duly filled in and signed as per the instructions of the Tender document and without any defacement, addition, alteration or interpolation to them.

In the event my/our offer is accepted by your Society, I/we agree and undertake to construct, complete, finish and hand over the possession of the site, buildings and flats to the Society/its Members within 24 calendar months+ 3calendar months' grace from the date of my/our getting vacant possession of the building/s of the Society.

Until formal agreement is prepared and executed, this tender including all the General and Special Conditions of Contract specifications, drawings and instructions to Bidders together with your written acceptance thereof shall be binding on me/us.

We agree that if we fail to accept the letter of intent within specific time or execute the redevelopment agreement when called upon, the Society may be entitled to determine that I/we have abandoned the contract and there upon my/our Bid and acceptance thereof may be treated as cancelled and the Society shall be entitled to forfeit full amount of Earnest Money Deposit & Security Deposit without prejudice to other resources to recover the damages for such default and shall be free to appoint any other developer for redevelopment work.

I/ We understand that you are not bound to accept the lowest, highest or any other tenders you receive and the decision of accepting any tender rests solely on the General Body of the Society.

Thanking You,

Yours faithfully,
Signature of the Bidder

Name : _____

Phone No s:

Date _____

Stamp & Seal

Note:

- (1) The Appendix forms part of the tender.
- (2) All blanks to be filled in by the Bidder.

LIST OF DOCUMENTS ARE AVAILABLE WITH SOCIETY RECORDS

1. PROPERTY CARD COPY
2. TOWN PLAN SCHEME REMARK & PLAN
3. PLAN TABLE SURVEY AUTOCAD FILE
4. SOFT COPY OF ANNEXURE I, II, III & IV
5. SOFT COPY OF DRAFT LETTER FOR SUBMISSION OF BID OFFER