

**TENDER**

For

Proposed Redevelopment of  
**Plot bearing F.P. No. 82/19 to 24,82/26 to 28, 82/32 to 34,82/40, on Talmaki Road, TPS-II,  
Santacruz Division, H/W Ward, Mumbai 400 054 Known as "THE SARASWAT SUBURBAN  
CO-OP. HOUSING SOCIETY."**

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SERIAL NO.-----

ISSUED TO-----

DATE-----

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## 1. PREAMBLE

1.1 ) "The Saraswat Suburban Co-operative Housing Society" (SSCHS) was founded by the Late Rao Bahadur Shripad Subrao Talmaki, the Founder of the Co-operative Movement in India, in March 1919 and he was elected as the Founder President of this Society. This is the second oldest co-operative housing Society in Asia after "The Saraswat Co-operative Housing Society" in Gamdevi which was the first one, again founded by the visionary the Late Rao Bahadur Talmaki. The need to form this society emerged from the necessity of providing housing to Saraswats moving to the erstwhile Bombay from North and South Kanara for their livelihood. Therefore, the Society largely comprises of Chitrapur Saraswats. Even the non-Chitrapur Sarswats who have come to be a part of this Saraswat Colony have mingled very well and the Society today is a homogenous community living as one big family. The community living in this colony would like to preserve this characteristic for the future years too.

1.2 SSCHS intends to redevelop, its buildings by utilizing plot potential plus additional FSI as sanctioned for non-cessed structures of societies and Fungible FSI, possibly through a competent builder/developer. For the purpose of invitation of bids, the society has appointed "Sumedha Gore Architects" as their Project Management Consultants (PMC).

### 1.3 ) **SOCIETY-DATA: -**

Following are some of the facts / data, which would be useful for the intending developers/builders.

- 1.2.1) "The Saraswat Suburban Co-Op. Housing Society Ltd", is a registered Co-op. housing society duly registered bearing no. 2300 of 12/03/1919 changed to B7 on 07/05/1921.
- 1.2.2) The same name should be retained after redevelopment.
- 1.2.3) As per the Property Register Card, the land is bearing F.P. No. 82/19 to 24,82/26 to 28, 82/32 to 34,82/40 of TPS II of Santacruz division, having area 17125.30 sq. mts i.e., 1,84,336.73 sq. ft.
- 1.2.4) The plot area as per Town Planning remark is 16167.00 sq. mts i.e., 1,74,021.59 sq. ft. The developer is required to find out himself, the correct area to be adopted for the Redevelopment.
- 1.2.5) The conveyance is in the name of the society.
- 1.2.6) The developer shall verify the title, extent, and permissible use of the plots of land Independently and work out the best offer considering the same.
- 1.2.7) The developer shall ascertain the maximum height permissible at his own cost and full consumption of FSI will be developer's responsibility.
- 1.2.8) Outstanding amounts, if any, as on ..... payable towards property taxes and / or interest, penalty shall be borne by the Society.
- 1.2.9) The Bidder shall verify road setback if any.
- 1.2.10) Two plots bearing nos 82/26 to 82/28 and 82/40 are in possession of society but are shown designated in D.P.Remarks. Society intends to retain its ownership on the said plots and benefit from the FSI advantage related to these plots.

- 1.2.11) It has a total 17 structures which has (Ground, Ground+1, Ground+3 & Ground+6) Floors) comprising of different areas and category units of different area as list shared with Information Memorandum. There are Total 187 residential units, 8 Staff quarters, 5 Non-residential units ,1 store and 14 garages in the society. The society has issued share certificates. As per the details available, the carpet area consumed by the residential flats are approximately 112639 Sq-ft, Staff quarters are approximately 2053 sq.ft, Non-Residential units are approximately 2088 sq.ft, and Garages are approximately 2660 sq.ft. totalling to about 119440 sq. ft. with enclosed / unenclosed balcony.

## **2. NOTICE INVITING TENDERS**

**SEALED TENDERS**, in the prescribed format are invited on behalf of " The Saraswat Suburban Co-Op. Housing Society Ltd", hereinafter called The Society, situated at in and around Talmaki Road for carrying out the work mentioned below, from competent developers who are experienced in carrying out the work of similar nature and magnitude.

### **2.1) NAME OF THE WORK**

Redevelopment of The Saraswat Suburban Co-Op. Housing Society Ltd., by utilizing entire plot potential plus additional FSI by premium / TDR available and "Fungible compensatory F.S.I." on the property as per provisions of DCPR 2034 and any other laws as may be applicable.

### **2.2) PROJECT MANAGEMENT CONSULTANT (PMC):**

The Society has appointed Sumedha Gore Architects having office at B-1211, Kohinoor Square, N. C. Kelkar Road, Shivaji Park, Dadar, Mumbai- 400 028 as their Project Management Consultants. (Hereinafter called the "PMC") for the purpose of the bidding process.

### **2.3) SCOPE OF WORK:**

Broad scope of work for the selected Developer shall be (but not limited to) as follows. The selected Developer shall do all these things and other related deeds entirely at his own cost, efforts, and responsibility. Under no circumstances will the society members be required to be liable to or be called upon to make any payments for the project.

- 2.3.1) Visiting site to get acquainted with site conditions, surroundings, approach to site, etc. acquiring the necessary details, documents pertaining to the said plot from concerned persons/Authorities.
- 2.3.2) Check and confirm the right and title of the Society for carrying out redevelopment.
- 2.3.3) Carry out subdivision/ amalgamation of plots and Societies, as may be necessary, after approval from the Society.

- 2.3.4) Carry out necessary corrections/ mutations and rectifications in the revenue records and property documents, as may be necessary.
- 2.3.5) Obtain necessary permissions, NOCs remarks and any other documents that would be necessary to establish the extent of redevelopment potential of the plot.
- 2.3.6) On receipt of Letter of Intent (LoI) from the Society, prepare a detailed time schedule for various stages involved in the process of redevelopment such as planning design, approvals, vacating the premises, payment schedule to Society/Members/etc, demolition of **sting buildings**, construction of new buildings together with all amenities & services, shifting back of members. and development, completion of project and handing over the same to the Society.
- 2.4.7) Submitting proposed building plans, elevations, perspective view for the approval of the Society.
- 2.4.8) After approval of finalised Plans, Elevations, etc as above, a detailed presentation Model of appropriate scale to be made and provided by Developer to the Society at Developer's cost.
- 2.4.9) Execute and register redevelopment agreement with the Society and pay stamp duty, registration charges, Goods & Services Tax, any other mandatory levies and incidental charges in respect thereof.
- 2.4.10) Prepare architectural layouts, plans and sections of the proposed buildings, parking arrangement plan etc and submit them to the Society and modify the same, if necessary, to incorporate the suggestions of the Society.
- 2.4.11) Submit the plans approved and signed by the Society to the concerned municipal and government authorities and obtain necessary permissions, sanctions, concessions, facilities, and approval of plans.
- 2.4.12) Purchase the entire permissible FSI, TDR and Fungible FSI in the name of the Society and make payment of all premiums etc for the same and obtain Intimation of Disapproval (IOD) for the project together with such other sanctions/ approvals/ clearances/ certificates / No objection certificates (NOCs) etc that may be required for the smooth redevelopment of the Society's property.
- 2.4.13) Make agreed payments as per the agreed terms to the Society, Society members / tenants and Society's consultants for hardship compensation, displacement compensation, professional fees etc as per the terms of this Tender Document.
- 2.4.14) Execute and register separate individual member agreements and pay stamp duty, registration charges, Goods & Services Tax and any other incidental charges on the same after the rehab flats/ premises have been allotted by the Society and provide assistance while vacating of the premises.
- 2.4.15) Furnish an irrevocable & Unconditional performance bank guarantee in Society's favour for the specified amount and period.
- 2.4.16) Submit a proposal for demolition of existing buildings to the Society and on receipt of permission from the Society demolish the existing structures.
- 2.4.17) Obtain Commencement Certificate.

- 2.4.18) Construct new building/s and other structures as per the approved plans, specifications and amenities and develop the Property within agreed time frame.
- 2.4.19) Complete all formalities as per the Tender Documents and Redevelopment Agreement, in respect of various Acts, relating to the Society, its existing members, the new entrants and municipal and other authorities.
- 2.4.20) Obtain Full Occupancy Certificate, Building Completion Certificate, and handover the completed buildings to the Society, along with all amenities within specified time period.
- 2.4.21) Rectify the defects in new buildings and premises noticed from time to time during the Defect Liability period.
- 2.4.22) The above scope of work gives a broad list of activities which are not necessarily sequential in time. The Developer may execute the activities in an appropriate sequence or execute multiple activities simultaneously so as to complete the Project within the specified time frame.
- 2.4.23) While discharging his responsibilities and liabilities, the Developer shall
- 2.4.24) Fully comply with the rules and regulations of Municipal Corporation of Greater Mumbai (MCGM), Civil Aviation Authority and such other authorities (as applicable) and shall strictly follow all statutory and legal provisions and fulfil all obligations as per the terms agreed between the Developer and the Society.
- 2.4.25) Submit to the Society progress reports at monthly intervals and in an approved format.
- 2.4.26) Arrange for the safety, security, and insurance of the Property.
- 2.4.27) Provide specified facilities and technologies
- 2.4.28) Meet requirements of all applicable statutory provisions, labour Laws etc Comply with all applicable provisions of law, taxation, stamp duty, registration etc.
- 2.4.29) Comply with all obligations and functions under the provisions of the Real Estate (Regulation and Development) Act or the rules and regulations made thereunder.
- 2.4.30) Hand over certified copies of all as-built drawings, approvals, NOCS, permissions, remarks, records, warranties and guarantees.
- 2.4.31) Honour, without fail, all terms and commercial commitments made to the Society
- 2.4.32) Complete the project in all respects in the agreed completion period.

**2.5) COST OF BLANK TENDER DOCUMENT:**

The cost of the Tender Documents is ₹ 50,000 (INDIAN RUPEES FIFTY THOUSAND ONLY) per set to be paid by a pay order (Non-refundable). The Pay Order shall be drawn in favour of **"The Saraswat Suburban Co-Op. Housing Society Ltd"** The Tender Document will be issued in the name of the purchaser and shall not be transferred to any other name except its group entities.

**2.5.1) Schedule for Collection, Submission and Opening of Bids:**

Activity	Dates	Timing	Venue
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a) Pre-bid Meeting	Will be shared on mail	Will be shared on mail	Society office
b) Issue of common set Amendments, If required			On email
c) Submission of bids			PMC's office
d) Opening of Bids			Society office

Bidders may visit Society for Documents verification after prior intimation to the committee members.

If there is any Change in the Schedule or venue of any of the above activities, the society shall communicate the same to the PMC and the same shall be conveyed to the bidders by PMC.

**2.6) LAST DATE FOR SUBMISSION OF TENDER:**

Sealed tenders in **Envelope-1-(Technical Bid)** and **Envelope -2- (Commercial Bid)** along with **Refundable Deposit** shall be enclosed in **Envelope-3** and be submitted to **PMC's Office**, on \_\_\_\_\_ between \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_ office.

**2.7) DATE FOR OPENING OF TENDERS:**

The sealed tenders will be opened on \_\_\_\_\_ at \_\_\_\_\_ in the premises of the Society in the presence of office bearers, members of the Society, the PMC, and the representatives of the developers.

**2.8) EXTENSION OF DATES:**

The Society and the PMC have the right to extend the date of issuing tender documents, date of submission of tender or date/ time of opening of Tender. The interested tenderers will be intimated the same by email/letter to their Registered Office address.

**2.9) TIME SCHEDULE:**

The developer shall complete the project with all respects including procuring full **occupation certificate within the Stipulated Completion Period specified** [refer "5)Special condition of contract" (5.1)].

**2.10) REFUNDABLE DEPOSIT:**

INR. 1,00,00,000 (INR ONE CRORE ONLY) in the form of a Demand Draft in favour of **"The Saraswat Suburban Co-Op. Housing Society Ltd."** to be enclosed along with the tender document, (ENVELOPE-1) (called 'RD' henceforth) is free of interest.

Encashing the refundable deposit does not indicate acceptance of offer or selection of developer by any way unless a specific letter of intention is issued by society. Refundable deposit of non-selected bidders shall be returned, without interest, within 30 days of acceptance of the Letter of Intent by the selected Developer or on expiry of the validity period, whichever is earlier. On acceptance of the Letter of Intent by the

selected Developer, his Refundable deposit shall be deposited by the Society and shall automatically stand converted into Security Deposit.

Such Security Deposit shall be used against the due performance of the Developer.

**2.11) DEFECTS/LIABILITY PERIOD:**

As mentioned in “ 4. General Conditions” [Refer point (4.31)].

**2.12) GUARANTEES FOR ANTI-TERMITE TREATMENT AND WATER PROOFING.**

The developer shall give 7 years guarantee for anti- termite treatment. He shall also give 10 years' guarantee for water proofing, to cover all types of leakages, 10 years' period shall be from date of full occupation certificate. Guarantees shall cover costs of labour and materials, wastage, transportation, taxes, etc. Complete. No extras shall be paid on any account.

**2.13) VALIDITY PERIOD FOR THE OFFER:**

The offer quoted in the tender shall remain valid / open for acceptance for a period of 180 (One Hundred & Eighty) days from the last date of submission of tenders. Such Validity period may be extended by the society subject to consent from the bidders.

The rights to accept / reject, any/all tenders shall vest with the Society. The Society does not bind themselves to accept the highest tender and reserve the right to reject any or all the tenders received, without assigning any reason whatsoever. Decision of society shall be final and binding on all concerned.

Society also reserves right to revise / amend tender document, prior to last date for submission of tenders. Revisions/Amendments will be informed to all tenderers, to enable them to incorporate the same in their offers.

**Secretary**

**Date:**

**For and on behalf of “The Saraswat Suburban Co-Op. Housing Society Ltd”.**



### **3. INSTRUCTIONS**

**3.1)** If any discrepancies or deficiencies are observed in the Tender Document or in the documents made available to the developer, he shall bring them to the PMC's attention and seek clarifications.

#### **3.2) FILLING UP OF THE TENDER:**

- 3.2.1) Every page of the tender document shall be numbered sequentially with the numerator showing the page number and the denominator denoting the number of pages.
- 3.2.2) Tender Document shall be filled in clearly and legibly. Overwriting is not permitted. If the developer wants to make any changes / corrections to the details previously entered by him, he should strike out his earlier entry, enter the change / correction by the side and authenticate the same by signing at the place of the change / correction and affixing his official seal.
- 3.2.3) The bidder's offer shall be based on and in full conformity with the prevalent Development Control & Promotion Regulations (DCPR), rules and regulations of MCGM and such other authorities as may be applicable including the modifications/ clarifications/ amendments etc thereto which have been issued by the concerned authorities up to the last date of submission of bids.
- 3.2.4) The Developer shall fill the amounts / rates both in words and figures. In case of discrepancy between the figures and words, the amount/rates mentioned in words shall be binding.
- 3.2.5) In the interest of good governance, a Committee Member should voluntarily disclose if a close relative has participated in the tender and offer to recuse himself/herself from participating in the selection of the developer.
- 3.2.6) Authorised Person shall sign and affix his/her company's seal on each and every page in the Tender Document, its enclosures, drawings, appendixes, pre-bid clarifications, addenda, corrigenda etc. (as applicable) as a token of acceptance by him/them of the written matter being part of the tender made to the

Society. The developer shall also sign on every page of the tender and affix his company's seal wherever indicated in the Tender Document.

- 3.2.7) No extra claim made on grounds of any misunderstanding, incorrect information or insufficient description will be allowed. Should the developer after studying the Tender Documents or after visiting the site, find any discrepancies, omissions, ambiguities, or conflicts, or be in doubt as to the meanings, he shall bring them to the PMC's notice in writing, on or before the specified date and seek clarifications, failing which thereafter the requisitions of the Developer shall not be entertained and the same shall be deemed to have been waived.
- 3.2.8) The tender documents shall be signed only by a person authorized to sign on behalf of the firm/ company. A copy of such an authorization must be enclosed with the tender. In case a person signs under a power of attorney and/or a resolution, a certified true copy of the same shall be enclosed with the tender document and the original shall be made available for verification.
- 3.2.9) If the Developer has any query, the same shall be submitted in writing at least 7 days before the final submission of tender date to the PMC, who will give a written reply to the query in consultation with the Society. This reply along with the query will be circulated to all the Tenderers by the PMC both of which will become a part of the Tender.
- 3.2.10) The Bidder shall bear all the costs associated with the preparation and submission of the bid and the Society shall not be responsible or liable for these costs, regardless of the outcome of the bid process

**3.3) SUBMISSION OF BIDS:**

- 3.3.1) **Envelope A:** Shall contain Refundable Deposit.
- 3.3.2) **Envelope B:** Shall Contain Commercial BID.
- 3.3.3) **Envelope C:** Shall Contain Envelope A & Envelope B.

**All Envelopes shall be properly sealed before submitting the bid.**

**3.4) ADDENDUM/CORRIGENDUM WITH SOCIETY'S APPROVAL:**

Prior to the date of closing of the offer, the PMC in consultation with the Society may issue Addendum / Corrigendum to clarify documents or to reflect modifications in the design or terms and conditions, etc. These Addenda / Corrigenda shall become part of the original offer document.

**3.5) WITHDRAWAL NOT ALLOWED:**

- 3.5.1) The developer will not be allowed to withdraw his tender, unless agreed by the society.
- 3.5.2) In case the tender is withdrawn, the refundable deposit will be forfeited.
- 3.5.3) The developer shall bear all costs associated with the purchase of Tender Document, his site visits, search and verification of property documents, submission of his tender and the subsequent discussions, presentations, and negotiations. The PMC or Society shall in no case be responsible or liable to

pay such costs regardless of the conduct or outcome of the Process of Tendering.

**3.6) EVALUATION OF TENDERS:**

- 3.6.1) After the bids are opened, a shortlist of bidders will be prepared based on their technical competence, organizational capability, financial standing, past experience in executing similar projects and their commercial offers. Preference may be given to bidders having experience in redevelopment of housing societies.
- 3.6.2) Verification of the constitutional and financial documents of the bidding firm shall be carried out by the Society's legal and financial consultants. If additional information or documents are required the bidders shall forthwith provide the same to the Society.
- 3.6.3) Further verification of documents, negotiations, site visits, presentations and discussions shall be held only with the bidders satisfying desired criteria. Such shortlisted bidders may be asked to furnish a statement of commercial feasibility and provide information regarding the index parameters such as FSI, TDR, Fungible FSI etc assumed by them while submitting their offers.
- 3.6.4) Bidders shall provide requested information or clarifications or substantiate the information supplied by them within the time frame specified by the Society. Failure to do so or persistent non responsiveness on part of a bidder during the process of tendering may result in disqualification of his bid. The information/ documents provided by the bidder will form basis of the Redevelopment Agreement, if he is selected. Any wrong information/ documents will be ground for rejection of even successful bidder at any time.
- 3.6.5) The bids can be rejected if the bidder: a) proposes any alteration in terms, time or conditions given in tender, b) proposes new terms or conditions, c) removes or replaces any pages of the Tender, d) does not attest all corrections and additions, e) submits incomplete bid or inadequate supporting documents, e) does not submit requisite refundable deposit or f) falls short of requisite credentials or minimum eligibility criteria.
- 3.6.6) Based on bid evaluation report received from the Society's PMC, legal and financial consultants in the aforesaid manner a shortlist shall be prepared at the sole discretion of the Society from which ultimately a Developer shall be selected by the Society for the project
- 3.6.7) The process of evaluation of bids and selection of Developer shall be treated as confidential among the designated members of the Society and the Society's Consultants. Information relating to the evaluation and comparison of bids and recommendation concerning the award of contract shall not be disclosed to the bidders or other persons
- 3.6.8) If any bidder tries to influence any representative of the Society or any of its members or its consultants in the activities of bid evaluation, bid comparison or award of contract or tries to seek special favours from them, his bid will be rejected.

- 3.6.9) The role of PMC shall be that of the "technical advisor to the Society".
- i. PMC shall advise the Society through the process of Tendering and negotiations with the bidders to select the best offer for redevelopment. However, the final decision on selection of the Developer shall rest entirely with the Society.
  - ii. The Society shall select a Developer in accordance with the mandate of the majority of its members as per the provisions of the Directive under Section 79(A) of Maharashtra Co-Op Societies Act 1960 dated 04.07.2019.
- 3.6.10) The Society does not bind itself to accept the highest or any bid and reserves the right to accept any bid or reject any or all bids or cancel or postpone the redevelopment work without assigning any reasons for the same and no claim shall be tenable in any Court of Law on those grounds. The submission of the bid by interested bidders would imply its/their acceptance of the Society's discretionary power in this regard. The Society also reserves the right to negotiate the terms and conditions and also the offers made by the short-listed bidders.
- 3.6.11) Additional submission of documents:  
The sort listed developers shall submit the following documents, when requested from society:
- i. Statement of utilisation of plot potential.
  - ii. Declaration that the bidder is not blacklisted or debarred by any govt. agency/ authority, which would prohibit him from developing such property and is entitled to bid for such projects.
  - iii. Disclosure of any litigation pending by/ against the Developer in any court of law and information regarding complaints, if any, made against the Developer to MahaRERA Authority.
  - iv. Resolution from Board of Directors/ all Partners (as applicable) for bidding for the project
  - v. Power of attorney/ Resolution etc of the signing authority, if applicable
  - vi. Counter guarantee/ confirmation from the bidder's parent company or group company as regards the fulfilment of the minimum eligibility.
    - i. criteria (in case the bidder is a part of a larger group or a sister concern and does not fulfil the minimum eligibility criteria)
  - vii. Any other information/ credentials which may stress the expertise or experience of the bidder.

**3.7) PRIVATE AND CONFIDENTIAL:**

The process of evaluation of tender and selection of developer shall be treated as confidential among the PMC and designated members of the Society. Information relating to the evaluation and comparison of tender and recommendation concerning the award of contract shall not be disclosed to the developer or other persons.

**3.8) REFUND OF DEPOSIT:**

Mentioned in " 2. notice inviting tender"(refer point no. 2.10).

**3.9) REGISTRAR'S CONSENT:**

The short-listed developer will have to make an arrangement to get sanction for his appointment from the Dy. Registrar of Co-Op. Societies, H/West Ward as per the guidelines U/s 79 (A) of Maharashtra State Co-Op. Societies Act.

**4. GENERAL CONDITIONS OF CONTRACT**

**4.1) DEFINITIONS & INTERPRETATIONS: -**

The following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise:

**4.1.1) DEVELOPER:**

The term "Developer" shall be deemed to include the proprietor / partners/ directors forming part thereof at the time of making the bid and their successors, legal representative, SPV, group entity and JV if any, present at the time of submission of bid, of the Firm or the company for undertaking the work and shall include their legal representative, employees and workmen engaged for the work. The term "The Developer" shall be synonymous with the term Builder, Contractor, Bidder / Tenderer, Successful Bidder / Successful Tenderer.

**4.1.2) SOCIETY & THE EXISTING MEMBER / S:**

'Society' / 'Client' / 'Owner' means The Saraswat Suburban Co-Op. Housing Society Ltd. The existing member /s shall mean the members of the society whose name/s appear in the share / member's register i.e. I and J form and are as per annexure.

**4.1.3) PROJECT MANAGEMENT CONSULTANT (PMC):**

The "PMC" shall mean the person appointed by the Society (Sumedha Gore Architects) for redevelopment as its PMC, to advise the society for inviting tenders.

**4.1.4) STRUCTURAL ENGINEER:**

The "Structural Engineer" shall mean the Structural Engineer / RCC Consultant engaged by the Society / Developer to advise it on structural design and related matters of the project and so informed by the Society to the Developer.

**4.1.5) ARCHITECT:**

The "Architect" shall mean the Consultants appointed / engaged by the Society as project Architect to work on architectural designs / layouts of the project and related matters for / during the Redevelopment process, and so informed by the Society to the Developer.

**4.1.6) LEGAL ADVISOR:**

The "Legal Advisor" shall mean Advocate \_\_\_\_\_ the legal expert engaged by the Society to advise it on legal matters pertaining to the project and so informed to the Developer by the Society.

**4.1.7) CARPET AREA:**

"Carpet area" as applicable to the Rehab Part shall mean the net usable floor area provided within a flat and at the same floor level, which is measured from wall to wall on finished/ plastered surface (before fixing wall tiles/ dado/cladding or similar treatment) and at a height just above the skirting level. It shall not include external or internal walls for the parts of columns which are contained within such walls), chajjas, ducts, elevational features and such other secondary areas or areas

**4.1.8) TENDER DOCUMENTS:**

The Tender Document/s shall mean the Technical Bid, Commercial Bid, their enclosures, Annexures or Appendices and entire tender document including general & special conditions and any written clarifications, addenda or corrigenda issued by the PMC and/or the Society and/or the Developer before the bids are accepted.

**4.1.9) DEVELOPMENT AGREEMENT:**

Development Agreement means the Agreement for Redevelopment of the Society that shall be entered into between the Society and/or existing members and the selected Developer after his bid is accepted and shall include the Tender Documents duly filled in and signed by the Developer wherever necessary and also the subsequent variations and amendments, supplementary agreement, deed of rectification, if any, mutually agreed prior to execution of Agreement for Redevelopment.

**4.1.10) SPECIFICATIONS:**

Specifications means collectively all those instructions pertaining to carrying out any work, whether originally provided for in the Tender Document, Redevelopment Agreement, or as may be issued from time to time, by the Society or its PMC. The same shall also include the latest additions (including all addenda, corrigenda) of relevant Indian Standard Specifications or other relevant codes.

**4.1.11) CONTEXT:**

Where the context so requires, words imparting the singular shall also mean the plural and words imparting the masculine gender shall also include the feminine gender and vice versa throughout the Tender Documents.

**4.2) STATUTORY REGULATIONS: -**

**Development Control Regulations:**

- 4.2.1) All works shall be based on and in full conformity with the Development Control & Promotion Regulations DCPR 2034, rules and regulations of MCGM, Civil Aviation Authority, Railway authorities. MOEF and such other authorities as may be prevailing and applicable, including the modifications/ clarifications/ amendments etc. thereto which have been issued by the concerned authorities during redevelopment work. The conduct of the project shall conform to the Real Estate (Regulation and Development) Act (with special reference to MahaRERA) and the Developer shall be responsible for all obligations, responsibilities, and functions under the provisions of the same.
- 4.2.2) If any of the applicable regulation is revised or amended after the bids have been submitted but before a Developer is selected, the bidders under consideration at that stage will be given an opportunity to submit their revised commercial offer after considering such revisions or amendments.
- 4.2.3) If any of the applicable regulation is revised or amended after a Developer is selected but before the plans are approved by MCGM (IOD), thereby impacting the commercial feasibility of the proposal, any of the parties (Developer/ Society) may bring the same to the attention of the other party and the parties may jointly renegotiate the commercial terms as well as the time frame

**4.3) SCOPE OF CONTRACT: -**

The Scope of work as mentioned in the tender notice. ( Refer point no.2.3)

**4.4) OFFER OF ADDITIONAL BENEFITS: -**

In his Commercial Bid, Developer shall mention specific benefits that he proposes to provide to the existing members of the Society, in addition to benefits mentioned by the Society as their specific demand.

**4.5) LETTER OF INTENT: -**

The Society shall issue a Letter of Intent (LOI) to the selected Developer within 15 days from the date of his selection in presence of the representative of the Registrar of Co-op. Housing Societies in the Special General Body Meeting. Within one week from the

date of receipt of the Letter of Intent, the selected Developer shall send a letter of acceptance to the Society .

If the developer does not accept the Letter of Intent within the specified time and/ or does not release the additional payments specified at that stage, his Letter of Intent shall be cancelled without any further notice, his Refundable Deposit will be forfeited and the Society shall be free to appoint any other developer, it deems fit.

Issue of the LOI shall not constitute appointment of the selected developer for redevelopment nor does it amount to a contract. The Letter of Intent may contain certain conditions regarding the intended performance of the developer in the initial few months until the Redevelopment Agreement is signed. If the developer does not fulfil those conditions, his Letter of Intent shall be cancelled and his Deposit will be forfeited and the Society shall be free to select any other developer.

After the tender is submitted, no change in the constitution of the developer shall be allowed except to a group entity. If a change is sought, the same shall be at the sole discretion of the Society, and if not permitted, the Letter of Intent will be cancelled and the developer's refundable deposit will be forfeited and /or in the event Redevelopment Agreement is executed then consequences mentioned therein will follow.

If conditions specified in the LOI are honoured by the selected developer in the specified time frame, the Society shall enter into a Redevelopment Agreement with him. If the developer fails to sign the Redevelopment Agreement when called upon to do so, his Letter of Intent will be cancelled, and the Society shall be free to select any other developer.

The Society will execute all papers, writings, documents and sign all plans, forms, applications as may be required for the redevelopment, from time to time, in terms of the Development Agreement for obtaining the benefit of the entire F.S.I. of and plot T.D.R. / F.S.I., Fungible benefits as per provisions of various regulations of DCPR 2034.

#### **4.6) POWER OF ATTORNEY: -**

The Society shall execute a revocable power of attorney to the Developer to act on behalf of the society in matters to be taken up with various Government, Municipal and such other authorities and/or competent authorities, for executing the Redevelopment Agreement, for obtaining permission and/or approval from competent authorities/concerned authorities, to sell developer's allocation/entitlement to any third party. Ownership of the Society's plot shall always remain with the-Society; the Developer shall only be entitled to sell the balance constructed portion in accordance with the provisions of the redevelopment agreement.

#### **4.7) AGREEMENT FOR REDEVELOPMENT:**

4.7.1) If and when the necessary conditions specified herein and in the LOI are fulfilled by the selected Developer in the specified time frame, the Society and



the Developer shall enter into a Redevelopment Agreement with each other and the Developer shall forthwith register the same. If the Developer fails to sign and register the Redevelopment Agreement within the specified time, his selection shall be cancelled and his Earnest money shall be forfeited in favour of the Society and the Society shall be free to select any other Developer. The Developer shall not have any claims whatsoever against the Society.

4.7.2) Ownership of the Property:

- i. Notwithstanding anything else contained herein the ownership and possession of the property shall always remain with the Society.
- ii. The Developers shall have only the license to enter upon the property of the society to demolish and construct the building as per the terms of the tender and development agreement.
- iii. The Developer shall have only development rights to construct as per plans approved by the society on the property to facilitate the development work.
- iv. The Developer shall not mortgage or create any lien or encumbrance on Society's asset any third-party interest in any manner whatsoever.

4.7.3) Society's Legal Consultant shall prepare a draft redevelopment agreement for consideration by the Developer. The draft redevelopment agreement shall be generally in conformity with the tender document, the technical and commercial bid and the terms & conditions agreed during the subsequent discussions/ negotiations forming part of the bidding process. The Technical Bid shall be included as an annexure to the redevelopment agreement and shall form an integral part of the same. The redevelopment agreement may include the following:

- i. Maximum total built-up area proposed to be constructed by the Developer with breakup of rehab area and sale area.
- ii. The amounts of FSI of the plot and loading of additional FSI/ TDR presently taken into consideration on which the Developer's present offer is based.
- iii. The carpet area to be provided to each existing member free of cost.
- iv. Car parks to be provided free of cost to the existing members of the Society.
- v. Entering into individual agreements for the flat/s to be handed over to existing members.
- vi. Hardship compensation, Displacement compensation including brokerage and registration charges, and shifting charges etc and their stages of disbursement.
- vii. The role and authority of Society's consultants, their fees and their stages of disbursement.
- viii. Irrevocable & Unconditional performance bank guarantee and its terms of enforcement.
- ix. List of amenities.
- x. Work specifications, list of approved brands.
- xi. Plans to be approved by Society.
- xii. Time schedule of work and terms for extensions.
- xiii. Provisions of liquidated damages and termination of contract.

xiv. Terms and conditions for admitting new members

**4.8) FINANCING THE PROJECT:**

- 4.8.1) The Developer shall ensure that he has adequate funds from his own or allied sources for successfully completing the project in the agreed time frame.
- 4.8.2) The Developer shall not raise any loan/ finance by way of mortgage of the land or property of the Society or any part or portion thereof including the Society's rehab part or the Developer's free sale part.
- 4.8.3) The bidder's ability to demonstrate his financial capacity will be one of the criteria before making the final shortlist of bidders.

**4.9) UTILIZATION OF REDEVELOPMENT POTENTIAL:**

- 4.9.1) The selected Developer shall be entitled to utilize the redevelopment potential which is mentioned in his Final Offer based on which he has been selected as a Developer. Such redevelopment potential may consist of plot FSI, Government FSI, Transferable Development Rights (TDR) and Fungible FSI as per the Development Control Regulations in force at that time. After providing for the redevelopment potential that may be required for the Society's rehab part, the agreed balance redevelopment potential shall be available to the Developer to construct the sale part as per the provisions of the Redevelopment Agreement.
- 4.9.2) The Developer shall be responsible for the purchase of additional FSI, TDR and Fungible FSI in the name of the Society from open market or otherwise as may be applicable. The Developer must purchase the entire permissible FSI, TDR and Fungible FSI and load it on the project before calling upon the existing members of the Society to vacate their premises. The entire expenses for purchasing and loading the same shall be borne and paid by the Developer alone and the Society shall not be called upon to contribute anything in that regard.
- 4.9.3) After the work has been awarded to the Developer, if there is any increase or decrease in the redevelopment potential of the plot on account of any change in plot area available for redevelopment, application of new setback or reservation or any change in the Development Control Regulations, municipal regulations etc and/ or any laws or rules and regulations pertaining thereto up to the date of receipt of the Commencement Certificate for the Property, thereby impacting financial viability of the project then the Society and the Developer shall be entitled to jointly renegotiate the commercial terms as well as the time frame.
- 4.9.4) If there is any increase in the redevelopment potential of the plot on account of any change in the Development Contral Regulations, municipal regulations etc. and/ or any laws or rules and regulations pertaining thereto after the receipt of the Commencement Certificate for the Property but before the receipt of Full Occupancy Certificate or end of the stipulated time frame of the

project, whichever is earlier, the additional plot potential shall belong to the existing members of the Society and the utilization thereof shall be entirely at the discretion of the Society.

- 4.9.5) If there is any increase in the redevelopment potential of the plot on account of any change in the Development Control Regulations, municipal regulations etc. and/ or any laws or rules and
- 4.9.6) regulations pertaining thereto after the receipt of Full Occupancy Certificate for the Property or end of the stipulated time frame of the project, whichever is earlier, the additional plot potential shall belong to the existing members of the Society alone and shall be considered to be beyond the purview of the redevelopment agreement signed between the Society and the Developer.
- 4.9.7) The RCC work shall be designed to accommodate additional floors, over and above the utilisation of the full development potential at the time of LOI. The society may develop the same in future if the potential is available to the society for whatever reason/clause/govt regulation etc. after occupation and completion of the project.
- 4.9.8) The Developer agrees and undertakes that he shall not divert the plot FSI, TDR, Fungible FSI and/or the benefits of the same to any other project and shall not sell the same to any other Developer or agency in any manner whatsoever.
- 4.9.9) The technical bid and the commercial offer submitted by the Developer shall be binding on the Developer and no reduction or changes in the same shall be allowed due to increase in the rates of FSI, TDR, Fungible FSI and/ or construction cost, taxes etc. in future.

4.10) **PLANS PREPARATION: -**

- 4.10.1) Ground floor may be planned as premises for, stilt for parking, society office, fitness centre etc. No commercial establishment/ non-residential users without the approval from the society shall be proposed. Residential flats, shall be planned on all upper floors from first / second floor onwards out of which 215 nos. shall be allocated to the existing society members. Balance flats may be sold in open market by the developer.
- 4.10.2) The planning of the flats to be given to the existing flat owners shall be done in such a way that it will have a minimum one living - dining room, one Kitchen with dry balcony, two /three bedrooms, two/three toilets out of which one shall be for common use.
- 4.10.3) Dry balconies & toilets (with provision of electrical socket, water supply and drainage in any one dry balcony for washing machine) to kitchen and one balcony / sit-out (of minimum 4'0" depth) to living - dining room to be incorporated. These flats shall be provided free of cost to the existing members. The planning shall incorporate members' requirements, and developer shall also incorporate reasonable suggestions in planning and design as given by Society Architect.

- 4.10.4) At least one stretcher / service lift should be provided per wing. In each wing the service lift and minimum one passenger lift should be connected to the DG Set.
- 4.10.5) Amenities as also Specifications for toilets, kitchen and other rooms shall be as per list of amenities attached. There shall be no discrimination between sale and rehab flats.
- 4.10.6) The planning of the flats for the existing members of society shall be finalized in consultation with society.
- 4.10.7) The developer shall ensure that all rooms of flats for existing society members shall have window opening in front/ side/ rear open spaces as the case may be except for toilets. Proper care shall be taken to provide good ventilation and sunlight. The plan for proposed work must have approval from the society prior to submission to MCGM.
- 4.10.8) There is no restriction on planning of the sale component in terms of size, shape, area so far as they are approved by MCGM. It will be at the discretion of the developer.
- 4.10.9) All rooms in residences will have internal clear height not less than 9' (nine feet) from floor finish to bottom side (soffit) of the slab. All habitable rooms on top floors (i.e. immediately below the terraces) shall be provided with false ceiling (in POP / gypsum board minimum 4" to 6" below the ceiling slab) for heat insulation.
- 4.10.10) In case of higher areas, as per the requirements of the society members, divisible flats shall be planned. However, the requirement will be communicated to developer before planning of the scheme.
- 4.10.11) Planning shall be done in accordance with present D. C. Regulations (DCPR2034) and the construction as per the approved plan.
- 4.10.12) On award of contract for redevelopment of the society, the developer will prepare plan and its alternative along with elevation, perspective view to explain the scheme sufficiently, within one month. These drawings shall clearly show carpet areas of all flats to be given to the existing society members, parking layout and also other amenities / areas to be given free to them.
- 4.10.13) Play area for children and fitness centre as approved by MCGM shall be provided.
- 4.10.14) The developer will not be allowed to make any changes / alterations in the plan previously approved by the society without written consent of the society.
- 4.10.15) After handing over of new premises, if Government increases present F.S.I., or modifies the T.D.R./ Fungible F. S. I. rule in anyway, rights for the same shall remain with society. The developer will have no right on such additional F.S.I. of T.D.R. He will be bound by such understanding as is reached while signing the contract agreement.
- 4.10.16) The name of the society will be retained as it is.

**4.11) APPROVALS PROCEDURE: -**

- 4.11.1) It is the sole responsibility of the Developer to coordinate with various authorities and owners of the neighbouring plots, if necessary, convert the plot into non-agricultural land, carry out subdivision/ amalgamation of plot/s as

required. get the property documents rectified, get the Property Card transferred in the name of the Society (as may be necessary) and obtain the necessary permissions/NOCs/ clearances and approval of the building plans and project from the concerned authorities and owners of the neighbouring plots (if necessary) at his costs and efforts. If any special conditions are to be fulfilled, deposits are to be paid or guarantees are to be provided to the authorities while complying with such requirements, the same shall be the Developer's liability. All the charges, fees, premiums and penalties (if any) for obtaining the approval of the building plans and obtaining requisite permissions/ NOCS etc from the concerned authorities and owners of the neighbouring plots (if necessary) shall be paid and borne by the Developer.

- 4.11.2) The Developer shall obtain approval of the plans from the concerned authorities within the period specified in the Special Conditions of Contract. The work shall commence within the specified time period after acceptance of the Letter of Intent and continue in a conscientious manner without delays failing which consequences will follow. Such consequences, after reasonable extension, will also include termination/ cancellation of the Redevelopment.
- 4.11.3) The Developer shall submit plans to MCGM on behalf of and in the name of the Society and obtain all approvals and permissions in the name of the Society and with prior consent of the Society. The Developer shall keep the Society and its PMC fully informed about the progress of various approvals and permissions and share the approvals with the Society within 7 days from the dates of such approvals.
- 4.11.4) If any existing trees are required to be cut/ relocated, the Developer shall bring it to the Society's notice before making an application to the concerned authorities. Copy of permission shall be shared with the Society. All the trees shall be transplanted if at all it requires relocation as per Tree NOC from MCGM.
- 4.11.5) The Developer shall always keep the Society informed about the correspondence between him and MCGM/ government/ semi government/ Statutory/ approving authorities. He shall submit to the Society and the PMC copies of all correspondence and documents exchanged between him and the government/semi government/ statutory and approving authorities. Such copies shall be certified by the Developer's architect as true copies and shall be submitted to the Society forthwith without delay and latest within three days from the date of correspondence made or received by him.
- 4.11.6) All Liaison work with the MCGM & Government or any other such Authorities shall be the total responsibility of the Developer. The Society/Consultant shall give all the co-operation in the matter, particularly in respect of any required documents etc.
- 4.11.7) The Developer shall not violate any provisions of the Development Control Regulations or rules or regulations of any approving or statutory authorities.

4.11.8) The Developer shall always act in a transparent manner and share all information pertaining to the redevelopment of the Property with the Society and keep them informed about all such matters.

**4.12) CONDITIONS FOR VACATING PREMISES & ISSUE OF LETTER TO ENTER (LTE):**

The Developer shall complete the following activities at his cost before requesting the members to vacate their respective premises:

- 4.12.1) Sign jointly with the Society) and register the redevelopment agreement, individual member agreements with all the members of the Society and Power of Attorney.
- 4.12.2) Submit the building plans to the Society and get the same approved by the General Body of the Society, after incorporating the members' suggestions, if any.
- 4.12.3) Obtain necessary clearances, permissions & NOCs from concerned authorities such as Cool Aviation NOC. MOLF NOC etc.
- 4.12.4) Obtain approval of the plans from MCGM (IOD) for the entire permissible FSI potential.
- 4.12.5) Purchase and load entire FSI, TDR, Fungible FSI in the name of the Society.
- 4.12.6) Honour the financial commitments to the Society, its members and Consultants such as payment of agreed amounts of hardship compensation, displacement compensation, brokerage, shifting charges, professional fees of Society's Consultants, reimbursement of other miscellaneous expenses incurred by the Society etc as specified in the Commercial Bid.
- 4.12.7) Register the project with Real Estate Regulatory Authority (Maha RERA).

Only after the above conditions for vacating have been fulfilled by the Developer, members of the Society shall vacate the premises and the Society shall issue a "Letter to Enter" to the Developer and hand over its premises to the Developer for the purpose of construction provided the Developer fulfils the following conditions:

- i. Obtain necessary NOCS/ Permissions for first CC.
- ii. Procure complete insurance as specified elsewhere in this document.
- iii. Provide Performance Bank Guarantee of the specified amount to the Society before DA.
- iv. Submit a detailed schedule of demolition and construction work along with stages of Approvals & Loading FSI until obtaining BCC to the Society, Demolition of existing structures/ Construction of the proposed buildings shall commence only after the Letter to Enter has been issued by the Society.

**4.13) APPOINTMENT OF CONSULTANTS: -**

- 4.13.1) Society has appointed MDP and Partners, Advocates and Solicitors to act as their legal advisor/ consultants in respect of redevelopment of the Property. MDP and Partners shall undertake title due diligence in respect of the

Property and shall issue their Report on Title in respect thereof and the Society shall rely on the same

- 4.13.2) Society has appointed Sumedha Gore Architects, as the Project Management Consultants (PMC) for undergoing the selection of the suitable Developer for their premises (Phase I). The Society shall appoint a suitable Project Management Consultant to monitor quality and progress of the project on its behalf The Developer needs to act upon any instructions issued by the PMC on behalf of the Society.
- 4.13.3) Full the construction of the proposed budding, the PMC may issue instructions to the Developer from time to time concerning the quality and progress of work and the Developer shall be bound by such instructions. Such instructions may be for the following purposes:
- i. Non provision of required inputs from the Developer
  - ii. Testing of materials or works
  - iii. Rejection and removal of inappropriate materials or works executed
  - iv. Opening up for inspection any work already covered up.
  - v. Amending and making good of any defects
  - vi. Deviations in specifications or quality of work
  - vii. Lapses/deficiencies in provisions for safety
  - viii. Progress of work and delays
- 4.13.4) Whenever the PMC issues instructions, the Developer shall forthwith comply with and duly execute the same.
- 4.13.5) The PMC may issue instructions through site reports/ memos, visit reports, emails or correspondence.
- 4.13.6) PMC's correspondence shall be limited to the site instructions only. All other contractual correspondence shall be between the Society and the Developer.
- 4.13.7) If at any time the PMC finds the Developer's methods, materials, workforce or equipment to be unsafe, inefficient or inadequate, to achieve the quality of work or the rate of progress required, they may instruct the Developer to increase their safety, efficiency and adequacy and the Developer shall comply with such instructions. Failure of the PMC to issue such instructions shall, however, not relieve the Developer of his obligations to secure the quality, the safe conducting of the work and the rate of progress required by redevelopment agreement and the Developer alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, workforce, equipment and timely completion of the project.
- 4.13.8) The PMC shall act as a technical advisor to the Society. They shall neither substitute any function/s of the Developer's site personnel or his consultants nor shall he be responsible for the same.
- 4.13.9) Society may also appoint separate consultants to advise them in legal matters and matters related to taxation, finance, stamp duty etc. The

Developer shall extend all cooperation and provide requested information to them.

- 4.13.10) Professional fees of the PMC and other specified consultants, together with any applicable taxes thereon, shall be borne by the Developer for the entire period till the project is completed, notwithstanding delays, extensions or grace period (even if they are authorized), if any. Such fees shall be released within seven days from the date on which they become due. Such Fees shall be released to Society and Society shall then reimburse the same to the PMC and other specified consultants.
- 4.13.11) The professional fees of PMC which are specified in the Commercial Bid correspond to the present redevelopment potential as per the prevailing DCPR and the Stipulated Completion Period mentioned in the Tender Document (excluding grace period and extensions, if any). GST shall be paid extra at the rates which will be applicable from time to time. At the time of signing a redevelopment agreement, if higher redevelopment potential is envisaged or longer time frame is permitted to the Developer, the PMC fees shall be increased on pro-rata basis and mentioned in the redevelopment agreement.
- 4.13.12) If the actual potential of redevelopment exceeds that provided in the Tender Document, additional fees shall be payable to the PMC on increased area on pro-rata basis Similarly, if the actual Pre-Execution Period or Execution Period of the project exceeds that mentioned in the redevelopment agreement, additional fees shall be payable to the PMC.
- 4.13.13) The Society agrees that the amounts received from the Developer on account of the professional fees of its PMC and other specified consultants shall not be used for any other purpose.
- 4.13.14) The Society may appoint additional independent consultants at its costs for carrying out review of the Developer's design, drawings and specifications: In such an event, the Developer shall provide a necessary design bases, designs, drawings and specifications to such consultants and shall extend necessary cooperation to the Society's consultants for facilitating such reviews

**4.14) MATERIALS & SPECIFICATIONS: -**

- 4.14.1) The quality and speed of the construction shall be the essence of the contract. There shall be strict adherence in respect of both the quality and speed. The developer is required to specify the time span, that he will complete the structure in and get occupation certificate.
- 4.14.2) The Developer is expected to follow detailed specifications used in normal trends and practice followed for a good modern building having such List of Amenities.
- 4.14.3) All the material / raw material to be used on site shall be of specified quality and shall confirm to latest and relevant Indian Standards Specifications. For



the guidance of the tenderer, some relevant IS codes are given in this tender.

- 4.14.4) The developer shall use material of best quality, as per the technical specifications and such certified by Architect duly appointed by the society.
- 4.14.5) Materials shall be used only from the list of approved materials/ brands. If a specified brand is not available, another equivalent brand, may be used only after the same is approved in writing by the Society /PMC.
- 4.14.6) The developer shall, at his own cost and without delay, supply to the PMC/ Society, samples of materials proposed to be used in the work.
- 4.14.7) Independent tests and analysis of any of the materials may be done from time to time by a testing agency appointed by the Society/ Architect. The Developer shall, at his own cost, supply test materials as directed by the Society / Architect / PMC. Should the result of any test be unsatisfactory to the Society / Architect / PMC, the entire lot of materials represented by such sample will be rejected.
- 4.14.8) The Developer shall submit manufacturer's test certificates for materials (as applicable) to the effect that the quality of the said material is as per tender document to the Society/ consultant as and when such materials are received.
- 4.14.9) The finished level of paving in the compound shall be above the road level to prevent flood water from entering the compound.

#### 4.15) **WORK CHECKING**

The Developer through his architect, structural engineer, site supervisor and such other consultant shall ensure that all necessary drawings and specifications are supplied to his site personnel well in advance. The drawings and specifications shall include all details and processes with adequate clarity so that there is no ambiguity and confusion.

The developer shall ensure that all work at the site is regularly checked by his architect, structural engineer, site supervisor and such other consultants.

All critical works like tying of steel for the RCC framework, brick work, mortar work, waterproofing etc. which are carried out in stages, shall be subjected to inspection by the Society's Consultant / Architect / PMC, at every stage of work. The developer shall give due notice to the Consultant in writing for such stage wise inspection. At any point of time, if the work is carried out without such inspection, then the Consultant may require the Developer, to uncover/demolish such work at his own cost for the verification by the Consultant and make good the same at his own cost.

The responsibility of inspection/checking of work at site shall rest entirely with the Developer and his consultants) and not with the Society or the Society's Architect / PMC.

#### 4.16) **SITE RECORD**

The Developer shall maintain a neat and legible record of all the personnel employed at the site and will have to produce the same on request by the society/ Architect. All Liaison work with the MCGM & Government or any other such authorities shall be the total responsibility of the developer, particularly in respect of any required documents etc.

The Developer shall maintain copies of various permissions, approved drawings, statutory documents, insurance covers and such other records at the site He shall also maintain a separate site instruction book to record instructions from the Consultants and visitors.

The Developer shall submit one set of all final drawings, calculations and AS BUILT Architectural, Structural, Electrical Layout, Plumbing, Drainage & Water Supply work drawings and all other relevant drawings and documents as soft copy and a hard copy and original Municipal approval for Society's record, free of cost. Drawings shall be plastic coated.

#### 4.17) **PROGRESS OF WORK: -**

The Developer shall employ sufficient skilled and unskilled workmen on site to maintain the required rate of progress and to ensure good quality of work and required degree of workmanship. While planning his schedules, he shall consider the migrant nature of the workers and their shortage on occasions of farming seasons, festivals etc.

The developer shall comply with all the provisions and subsequent amendments of all the applicable labour/ workmen policies and laws.

No Child Labour as prohibited by existing Labour Laws shall be employed.

It shall be the developer's responsibility to ensure full compliance with safety, security, regulations, and all statutory PF and all such other requirements in respect of labour or workforce employed by him. The developer shall comply with labour wages acts.

#### 4.18) **SAFETY — FENCING, SECURITY AND LIGHTING: -**

The developer shall provide and maintain at his own expense, all lights, guards, fencing when and where necessary or as required by the Society for the protection of the works.

All necessary safety precautions at the site shall be followed and adopted by the developer. However, the society shall be kept indemnified by the developer against any incidents occurring due to negligence or otherwise.

Developer shall ensure that there is no inconvenience or nuisance to the neighborhood around the site while executing this redevelopment project. All measures shall be taken by the developer to minimize environmental impact.

The developer is expected to take all precautionary measures during the process of demolition of existing society building. The society or its members will not be responsible for any damage, injury etc. caused during the said process.

To take care of any accident at the time of construction on site, the developer should take an insurance cover for contractors, subcontractors, labour along with works / plants / machinery / equipment's and material at site location of the project. Developer will be entirely responsible for the same.

The highest standards of safety shall be maintained by Developer all throughout the Redevelopment Project and best quality safety equipment shall be provided at all times and to all personnel as required. There shall be no compromise in safety matters whatsoever.

#### 4.19) **SANITATION**

The developers shall, on his own, make all necessary provision for health and safety of his workforce. He shall provide proper latrines and urinals as per Model Rules for the Protection of the Health and sanitary Arrangements for workers employed and shall take all steps necessary to compel his workers to resort to such latrines and urinals. The developer shall provide adequate water supply (drinking and other) for the use of his workforce. The developer shall make arrangement for the treatment of sewage by providing necessary facilities. Rules and regulations of local authorities in regards to sanitation, prevention of communicable diseases and epidemics like Malaria shall be made applicable to the developer, and all the costs and any local taxes thereof shall be borne by the developer. The developer shall provide requisite medical facilities at site to all staff / workmen.

#### 4.20) **WATER, ELECTRIC CONNECTION**

The developer at his, own cost, shall get all the connection i.e., water, electrical, telephone, cable T.V. disconnected before commencement of construction and get them reconnected including payment of deposit along with gas. MGL) connection after the completion of the construction before handing over the possession to the society. The developer shall pay all charges, deposits, fees for testing, installation etc., for all the utility services required for the project.

#### 4.21) **UTILITY SERVICES:**

- 4.21.1) The Developer should provide necessary modern and latest infrastructure for facilities and services such as piped gas, telephones, cable/ satellite TV, fiber optic cable internet, Wi-Fi connectivity etc.
- 4.21.2) The conduits cables, ducts etc to be provided for such utility services shall be laid in a systematic manner during the progress of construction and shall be properly marked for identification and location so as to avoid breakage of walls, ground surface etc at a later date.
- 4.21.3) Certified plans/ line diagrams/details of all concealed/underground utilities etc shall be provided to the Society.

**4.22) COMMON AMENITIES AND FACILITIES:**

Requirements regarding common amenities & facilities shall be as under:

All materials & facilities have to be as per latest, modern, aesthetic and best quality.

- 4.22.1) The Developer, at his cost, shall provide an air-conditioned office for the Society with all amenities, ultramodern Gymnasium, security cabins, common toilets, visitors' car parks etc. in the premises up to the maximum extent of area which is allowed free of FSI. The car parks to be provided to the Society's rehab part, Developer's part and the visitors shall be distinctly identified.
- 4.22.2) The elevation, external facade and finishes and facilities in the common areas (entrance lobby, lift lobby, staircase etc.) of the Society's part and the sale part of the building/s shall be identical.
- 4.22.3) The terrace/s above the topmost floor as well as terrace/s at any level which have been approved with access from common staircase, lift or other commonly accessible area shall be treated as common amenities and they shall not be allotted to any flat purchaser/member.
- 4.22.4) All common amenities should be available to all the members of the Society and should not be restricted for the use of any particular flat owner
- 4.22.5) The Developer shall provide Servant's Dormitory & Servants toilet at suitable place in the building.
- 4.22.6) Sufficient number of EV Charging points.
- 4.22.7) The entries to residential and commercial parts of the building (if any) shall be separate. Water and electricity supply and meters for the residential and commercial parts shall also be separate.
- 4.22.8) The proposed building will be a certified green building thereby fulfilling all the requirements such as Sewage Treatment Plant (STP), rain water harvesting, solar equipment / solar panels provision etc.
- 4.22.9) Servants' toilets and other such facilities shall be planned as per the rules of M.C.G.M.

**4.23) WATER SUPPLY: -**

Requirements regarding water supply shall be as under:

- 4.23.1) The Developer will provide adequate water supply connections from MCGM at his cost.
- 4.23.2) The water distribution system shall be such that each flat/shop/ office would get water with required pressure and force.
- 4.23.3) Rainwater Harvesting as per the design prepared by approved consultants in the field shall be included in the redevelopment project.
- 4.23.4) Adequate number of bore wells along with booster pump, separate water storage facility (tanks), supply pipes and distribution system to ensure that bore well water does not mix with municipal water.

**4.24) LIABILITY OF INSURANCE:**

The Developer's responsibility and liability in respect of insurance shall be as under:

- 4.24.1) Before commencing the execution of work, the Developer shall purchase adequate insurance cover at his own cost, in the joint names of the Society and the Developer, to cover accidental death, permanent disability, hospitalization, investigations, treatment etc for the Society's members and employees as well as the PMC and their representatives who are deputed at site or visiting the site. all the Developer's workers and site staff, visitors and third party, from the time the premises are vacated up to the final completion of the project and handing over to the Society. It will include (i) Workmen Compensation Policy (ii) Third Party Insurance (iii) Contractor's All Risk (CAR) Policy. insurance against fire, earthquake and other natural calamities etc and such other insurance policies as required by law. Copies of the requisite insurance cover should be given to the Society & PMC, before commencement of construction and on subsequent renewals.
- 4.24.2) Before commencing the execution of work, the Developer shall purchase adequate cover towards the professional indemnity policy for the designs supplied by various professionals working on the project.
- 4.24.3) All the insurance covers mentioned above shall be kept alive during the entire period right up to receipt of Full Occupancy Certificate and the full charge of maintaining the project/society is handed over to the managing committee of the Society. The Society or its PMC shall, in no way, be responsible for any lapse in insurance, its adequacy and any claim arising out of such lapse shall be entirely the Developer's liability. The Developer shall indemnify and keep indemnified the Society and its Members from and against all claims in connection therewith.

**4.25) STAMP DUTY, TAXES / DUTIES / REGISTRATIONS / OTHER OUTGOINGS: -**

All costs of the redevelopment project right from the beginning to handing over of the entirely redeveloped property back to Society, as described in these tender documents are to be borne by the Developer alone, including following: -

- 4.25.1) All charges/expenses including stamp duty, registration charges / fees and all incidental charges etc. for preparation, execution and registration of development agreement with society and individual agreements of existing members, towards old area / incremental area to be given to existing members, permanent alternate accommodation, power of attorney, rectification deed if any, etc. it shall include any GST / any such tax / charge applicable on existing and extra carpet area handed over to existing society members free of cost.
- 4.25.2) All payments, premiums / fees / duties / levies / taxes / cess (outstanding) and charges to be paid to MCGM, Maharashtra State and Central Government bodies etc. for, getting permission for redevelopment, I.O.D deposits, costs for procurement of F.S.I/T.D.R./Fungible area, approval of building plans, obtaining commencement certificate, occupation certificate and any other certificates needed for the redevelopment project.
- 4.25.3) Stamp duty, Registration fees/charges, out of pocket expenses, all statutory levies/duties/taxes, existing and applicable in future etc., up to date of handing over the redeveloped property to Society
- 4.25.4) All costs, charges, fees, expenses for vesting property in favour of society as well as providing flats /offices/ non-residential units with old plus incremental area to individual society members.
- 4.25.5) All deposits and charges payable towards water / electricity / telephone department / Mahanagar or other gas department/ MCGM/ Civil Aviation or any other body. Charges incurred / bills payable for utilities during redevelopment work
- 4.25.6) All taxes to be paid in respect of temporary, structures or offices, facilities, work areas etc., All license fees etc. that may be demanded for the storage of various articles as per rules and regulations in force up to receipt of full occupation certificate.
- 4.25.7) All extra costs that may arise because of changes in legislations, rules / regulations, statutory requirements. etc. with respect to developer premium for F.S.I.
- 4.25.8) Infrastructure development charges if any imposed by any Government Authority, M.C. G.M, etc.

In short, there shall be no liability on society / members to pay any kind of stamp duty, and or / registration charges, duties / taxes / charges /fees as mentioned in tender document.

**4.26) ARTICLES OF VALUE FOUND:-**

Articles of value such as gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in under or upon the site, shall be the property of the Society.

Whenever such things are found, the Developer shall immediately inform the Society and duly preserve the same to the satisfaction of the Society and shall from time to time deliver the same to such person or persons nominated by the Society.

**4.27) PROJECT COMPLETION AND EXTENSION: -**

On receiving vacant possession of the entire building, the Developer shall demolish the existing structure standing on the said property and commence the work of construction of the New Building, as per the sanctioned plans, and complete the work of construction within a period of 63 months and 6 months of grace period as may be agreed between parties from the date of receiving Commencement Certificate. Provided, however, that the Developer is prevented from doing so, due to reason occasioned by force majeure, as referred to point no. 33 of this tender document.

The completion schedule shall be as specified on Maharera website.

The existing members are given possession only after receipt of full occupation certificate. In no case, new members shall be given possession before original / existing members. The developer shall obtain full Occupation Certificate and only thereafter request the existing members to take possession of their duly allotted flats.

**4.28) TEMPORARY ALTERNATE ACCOMMODATION:**

4.28.1) Once the approval (IOD) is obtained, the Developer shall write to the Society confirming that he is ready for disbursement of agreed amounts of the hardship compensation, displacement compensation and other expenses as per this Tender Document and requesting the Society members to vacate. All members of the Society shall vacate the premises within the agreed period subject to fulfilment of the conditions for vacating the premises.

4.28.2) The Developer shall bear all the expenses to be incurred for the displacement of members viz displacement compensation, to & from transport of the member's belongings, registration and brokerage etc. Such compensation shall become payable to each member for the entire period from the date of handing over keys of each existing flat to the Society, right up to taking possession of the new flats including the notice period for repossession.

4.28.3) The Developer shall increase the monthly displacement compensation to be paid to the members by the specified percentage at the end of the specified period (or part there of) and shall continue to do so for the entire period (including the delay/ extended period, if any) up to the possession of the new rehab flats.

4.28.4) If the Developer fails to complete the activities required to be completed within the specified period so as to enable the members to vacate their

premises, displacement compensation payable to the members for the first year itself shall be escalated pro-rata at the rate specified in the Commercial Bid.

- 4.28.5) In the event Developer fails to provide the necessary amounts from time to time to any of the members then consequences will follow which will include invocation/ encashment of Bank Guarantee and termination/ cancellation of the Redevelopment Agreement.
- 4.28.6) Advance amount equivalent to the rent of 1 year for each member shall be disbursed before vacating the premises

**4.29) TERMS FOR EXISTING MEMBERS:**

- 4.29.1) The Developer shall provide free of cost on ownership bases, flats to the existing Members of the Society, in the form of self-contained units complete in all respects including agreed amenities and facilities.
- 4.29.2) The Developer shall provide the agreed carpet area (as per the definition applicable to the Rehab Part) to all existing members within their respective premises.
- 4.29.3) Before the plans of rehab flats are submitted for municipal approval, they shall be certified for carpet areas by the architect.
- 4.29.4) Allotment of rehab flats in the proposed building shall be finalized by the Society in advance. Allotment of car parks shall be done by the Society.
- 4.29.5) The Developer shall strictly adhere to the schedule of Payments to the Society and existing members, and delivery of the flats to the existing members.
- 4.29.6) Carpet area and floor to floor height of typical (representative) rehab flats shall be physically measured and certified by Architect and the same shall be subject to verification by the A deficiency in the actual carpet area to the extent of maximum 2% (which shall be treated as tolerance for construction as compared with the approved plans) of the agreed carpet area of each flat may be accepted at the discretion of the Society. However, if the deficiency exceeds the tolerance of 2 % but should not exceed beyond 4%, then the Developer shall be liable to pay compensation to such Existing Members for such difference in area over 2% at a rate which shall be decided at the time of finalizing the Redevelopment Agreement. In case the actual area is found to be more than the agreed carpet area, the Developer shall not be entitled to claim compensation for the same and such additional area will become available to the concerned members free of costs.
- 4.29.7) The existing members shall not be called upon to occupy their new flats unless Full Occupancy Certificate is obtained, water and electricity connections are obtained, all amenities and services are provided, "No Dues Certificate' is submitted by the Developer to the Society and all Stop Work Notices (if any) are completely withdrawn by the concerned government authorities.
- 4.29.8) The Developer shall hand over the possession of the new premises to the existing members free from any encumbrances.



**4.30) TERMS & CONDITIONS FOR NEW PURCHASERS:**

- 4.30.1) The Developer may start selling his sale component only after he has obtained the commencement certificate and rehab flats and car parks have been allotted to the existing members and individual Agreements with all the existing members are stamped, executed and registered.
- 4.30.2) The Developer will be free to sell flats/shops/offices as per DCPR 2034 from the agreed sale portion to any interested person, subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (Maha RERA), Maharashtra Co-op. Societies Act, 1960, and after following the proper procedure, as may be prescribed in such acts and regulations from time to time.
- 4.30.3) The flats shops/ offices which will be sold to new purchasers shall be constructed strictly in accordance with the approved plans and permissions from concerned authorities. The Developer shall not carry out any addition or alteration to those flat shops/ offices or enclose ducts, open spaces etc and shall also include a clause in their Sale Agreements/ Deeds prohibiting for the new purchasers from doing so after sale of the flats/shops/ offices He will also include a list of dos and dos, which shall be provided by the Society, such terms shall be binding on all members including new purchasers.
- 4.30.4) The Developer shall not sell or allot to new purchasers those car parks which have been sanctioned by MCGM as visitor's car parks.
- 4.30.5) The Developer shall not sell/ allot open spaces, common amenities and common areas (including terraces) to new purchasers.
- 4.30.6) New purchasers who would pursue residential flats shall not use them for commercial industrial office purposes or as godowns/ warehouses. New purchasers who would purchase shops/ offices shall not use them for any purpose which is prohibited as per the provisions of the Tender Documents The Developer shall include a clause in their Sale Agreements/Deeds prohibiting the New purchasers from doing so after purchase of flats/shops/offices.
- 4.30.7) No area or part thereof shall be sold, used or given on rent for any illegal/ nefarious/ immoral or unlawful activities.
- 4.30.8) The draft of sale agreement and possession letter between the Developer and his purchasers shall be subject to the Society's approval.
- 4.30.9) The new members shall be inducted by the Society only after the Developer has obtained Full Occupancy Certificate, handed over possession of flats/shops/ offices to the existing members and completed all legal formalities.
- 4.30.10) The new purchasers shall become members of the existing Society only and shall abide by the prevailing rules, regulations and byelaws of the Society. It is clearly understood that no new society shall be formed. For admitting new members, the Society may insist upon the following:
  - i. Membership fees.

- ii. Pro rata (per Sq. ft of the carpet area) contribution in relation to the amount standing in the books of accounts of the Society at the time of obtaining Full Occupancy Certificate.

This will be a pre-condition for the admission of a new purchaser as a member of the Society. Developer alone shall be liable to pay these amounts to the Society. It shall be the responsibility of the Developer to recover such amounts from the new purchasers out of his sale part.

4.30.11) If any of the flats/shops/ offices coming to the share of the Developer remain unsold for a period of 12 months from the date of Full Occupancy Certificate having been obtained, then in that event, the Developer shall be admitted as a member of the Society in respect of the unsold flats/shops/ offices and in such circumstances, the Developer shall pay to the Society such amounts that a new purchaser would have paid to the Society at the time of its admission.

**4.31) LIQUIDATED DAMAGES FOR DELAY:**

4.31.1) If the Developer fails to execute, complete and deliver the work within the specified Execution Period, he shall be liable to pay to the Society liquidated damages at the rate specified elsewhere in the Tender Documents for such default and not as penalty. These shall be over and above various other compensations payable to the Society/ members/ Society's consultants arising out of extension of time.

4.31.2) The Society may, without prejudice to any other method of recovery, deduct the amount of such damages from the bank guarantee/ security deposit or any money that may become due to the Developer.

4.31.3) In addition to the above, in the event of unreasonable delay, the Society may terminate the contract.

4.31.4) Enforcement 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 as per the redevelopment agreement.

**4.32) DEFECT LIABILITY:**

4.32.1) Defect Liability period shall be as stipulated elsewhere in this document and shall commence from the date of Full Occupancy Certificate as obtained from MCGM or the date of repossession (whichever is later). During this period, if any defects or deficiencies are found in the construction work carried out by the Developer in terms of faulty materials or workmanship, the Developer shall rectify the same at his cost and efforts to the satisfaction of the Society within a reasonable period of time.

4.32.2) The Society shall give notice of observed defects/deficiencies to the Developer. Previous acceptance of any work shall not constitute a justification for any defects, which may appear at the time of handing over of project or later during the defect liability period. The final acceptance shall not be binding or conclusive upon the Society, should it subsequently notice that the Developer has supplied inferior material or workmanship or has departed from the terms of the Agreement should such a condition

appear, the Society would have the right, notwithstanding final acceptance & payment to cause the work to be properly redone in accordance with the specifications at the expenses of the Developer.

- 4.32.3) Neither the acceptance of satisfactory completion nor the act of physical possession of the members flats nor any provision in the Agreement shall relieve the Developer, of the responsibility for y materials or workmanship Unless otherwise specified, he shall remedy any defects/ seepages/leakages due thereto and pay for any damage to other work resulting there from, which may appear within the specified Defect Liability Period. If the Developer fails to repair such defects/ damage, the Society shall be entitled to receive appropriate compensation and further the Society may carry out repairs by using the Security Deposit and Bank Guarantee paid by the Developer. The balance of the security deposit will be returned to the Developer only after this 'Defects Liability Period'.

**4.33) FORCE MAJEURE: -**

Force Majeure shall mean any circumstances which prevent or impede performance of the contract, including but not limited to any of the matters listed below;

- i. War, hostility, enemy action, terrorist attack Riot hostility, insurrection, civil commotion or any such national emergency.
- ii. Earthquake, flood tempest, lightning or any such other natural calamity.
- iii. Accident, fire or explosion on the site, not caused by negligence of the Developer.
- iv. Law or order of any Government or Government department, or any injunction or stay which impedes or delays the wars, not caused by default of the Developer.
- v. Denial of the use of any railway, port, road transport, airport, shipping services or any other means of public transport.
- vi. Litigation caused by existing members of the Society leading to stay or stoppage of entire work.
- vii. Pandemic/ Epidemic leading to national emergency/lockdown.

Any of the above-mentioned circumstances shall constitute a Force Majeure condition provided the same materially prevents or impedes performance of the Contract.

- 4.33.1)A mere shortage of materials, utilities or labour shall not constitute Force Majeure, unless such circumstances are created due to any of the above Force Majeure.

4.33.2)The Developer shall, within seven days from the date of occurrence of the hindrance, intimate to the Society in writing giving details of the circumstances constituting force majeure conditions including their dates of onset and removal.

4.33.3)In such circumstances, liquidated damages shall not be payable.

4.33.4)However, the displacement rentals and cost shall have to be borne by the Developer under any circumstances.

**4.34) JURISDICTION: -**

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the Courts at Mumbai only.

**4.35) SOCIETY'S OBLIGATIONS:**

4.35.1)The Society shall issue a Power of Attorney simultaneously at the signing of development agreement in favour of the Developer for the specific purpose and period to enable the latter to approach the authorities concerned, obtain sanctions and approvals and to carry out constructions on behalf of the Society. All rights present and future, including ownership of the proposed project, future developments, FSI /TDR, redevelopment etc. in the property shall continue to remain with the Society, except sale proceeds of saleable component of the Developer as provided herein.

4.35.2)The Society shall issue necessary certificates, letters, authority etc. as needed by Developer for carrying out his obligations. The Society shall also supply copies of its available relevant documents, plans, to the Developer as may be needed by him for the above-mentioned purpose.

4.35.3)The Society shall allow inspection of its property and various documents to the Developer for satisfying himself about the situation. However, the Society is not responsible for accuracy of the various figures of areas etc. given for information of Developers who shall make their own inquiries, studies and measurements and obtain correct figures.

**4.36) DEVELOPER'S RIGHTS: -**

The developer shall be aware that the offer and acceptance thereof by society shall not create any right of whatsoever nature in the said plot or the existing building or any of the flats / offices and the developer agrees, not to make any such claims on the said plot or the said building/s or any of flats/offices. The developer's, right if any, is limited to the redevelopment work by demolition of the existing building/s and construction of new building/s on the said plot, in terms of approved plans with right to sell only the additional area, remaining after providing the new flats/offices to existing members, but excluding common areas like terrace, lift, lobbies, etc.

Developer shall not earn any revenue including from sale of car parking areas as stated in Maharera other than from the saleable component as above.

4.37) **CANCELLATION: -**

As shall be mentioned under Development Agreement.

4.38) **DISPUTE RESOLUTION:**

4.38.1) If any dispute or difference arises between the Society and the Developer (the Parties) concerning the application, interpretation, implementation, performance of this document or validity of the contract between them, or the terms, conditions or provisions thereof, the Parties shall first try to resolve it amicably by mutual discussions/ negotiations between them.

4.38.2) If the Parties are not able to resolve the dispute or difference through mutual discussions/negotiations, they shall refer it to a Sole Arbitrator appointed by the Society in accordance with the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder. The arbitration proceedings shall be conducted in English language and be held at Mumbai. The fees of the Arbitrator and the cost/ expenses thereof, if any, shall be borne equally by the parties.

4.38.3) If the arbitration is abandoned by the Arbitrator or by either party or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to the court of law of India and subject to exclusive Jurisdiction of the courts at Mumbai.

4.38.4) The work under the Contract shall However, continue during the proceedings of dispute resolution and both Parties shall continue to discharge their responsibilities except those which are disputed.

4.38.5) The Award of the Sole Arbitrator shall be binding in the Developer well as the Society.

4.39) **INDEMNIFICATION**

4.39.1) The Developer shall indemnify and keep indemnified and harmless the Society, its Existing Members and their respective heirs' administrators, executors and assigns and Society's other consultants from and against any and all actions suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses relating to or arising out of:

- i. Breach of any of the terms and conditions mentioned herein by the Developer;
- ii. Any act, omission or conduct by the Developer or any of its employees or agents, consultants' sub-contractors, contractors etc as a result of which, in whole or in part, the Society and/or its Existing Members are made a party to, or otherwise incur any costs, charges, expenses, losses and/or damages pursuant to any action, suit, claim or proceeding arising out of or relating to any such conduct;
- iii. Contravention of any law and/or rules and/or regulations and/or conditions by the Developer including, but not limited to, laws and/or rules and/or conditions relating to development, town planning

municipal, provident fund, gratuity, labour, environment and pollution, and any action or proceedings taken against the Society and/or Members in connection with any such contravention or alleged contravention in respect of the development of the said Property.

- iv. Any act or omission or any breach, delay or default on the part of the Developer in developing the said Property including financial implications, fines. Interest payments, deposits etc.

#### **4. SPECIAL CONDITIONS OF CONTRACT**

These Special Conditions of Contract are to be read in conjunction with the General Conditions of Contract specified elsewhere in the bid document if there are any conflicting provisions between General Conditions of Contract and Special Conditions of Contract, the provisions in the Special Conditions of Contract shall take precedence over the provisions in the General Conditions of Contract.

##### **5.1) TIME SCHEDULE:**

The Developer shall procure all the requisite permissions including Sanctioning of Plans and, IOD and all other requisite permissions within 6 months from the date of the execution and registration of Development Agreement. Upon receiving the IOD, the Developer shall furnish a Certified Copy of the Sanctioned Plan and IOD to the Society and shall execute and register the Agreement for Permanent Alternate Accommodation with the members of the society. Further the developer shall pay the agreed rent, transportation charges and brokerage to the existing members of the society and the members of the Society in turn shall vacate and hand over the possession of their respective flats in the Society to the developer within 1 month from the intimation about the IOD being received from the developer to the society. Upon receiving vacant possession of the Flats of all members of the society, the Developer shall demolish the existing building and shall obtain Commencement Certificate within 3 months from issuance of IOD and in any event within 11 months from the execution of this the Development Agreement. The Developer shall complete the project within 48 months with grace period of 6 months of from the issuance of the Commencement Certificate or within 65 months from the execution of this Agreement, whichever is earlier.

**5.2) PERFORMANCE BANK GUARANTEE:**

5.2.1) The Developer shall give security deposit in form of revocable & unconditional performance bank guarantee for an amount of Rs. 150 cr (one hundred and fifty crore) from a nationalized bank in favour of the Society of the specified amount which shall remain valid for the entire Execution Period and the specified Defect liability period. Such a guarantee shall be provided before the Letter to Intent is issued to the Developer. The draft of such bank guarantee shall be subject to approval by the Society. 95% of this guarantee shall be released progressively to the receipt of full Occupancy Certificate and in the following stages depending upon the progress of the work;

i. On Compaction of 100% RCC Works	50 %
ii. On Completion of Civil Works	20%
iii. On Completion of finishing Works	20%
iv. On Receipt of Full OC & Consent to Operate	05%

Upon completion of every stage, the Developer may request the Society, in writing to release the part of Bank Guarantee corresponding to that stage. On receipt of such a request, the Society, after due verification of completion of works corresponding to that stage by the PMC, shall release that part of the Bank Guarantee. The balance 5% of the performance bank guarantee shall be retained as security deposit for the defect liability period. 50% of the retention amount shall be released at the end of 12 months or completion of two monsoons from the date of Full Occupancy Certificate or the date of repossession whichever is later and balance 50% shall be released in two equal instalments, once on completion of half of the remaining Defect Liability Period and the other at the end of the Defect Liability Period. subject to satisfactory rectification of defects, if any, attributable to the Developer.

5.2.2) Alternatively, developer can provide part of the amount towards bank guarantee in the form of fixed deposit in the joint name of society and developer as a security and the interest on the said deposit will belong exclusively to the developer.

5.2.3) Alternatively, any other security can be discussed and detailed out in final development agreement as per mutual consideration.

**5.3) DEFECT LIABILITY PERIOD:**

Defect Liability Period shall be 60 months from the date of Full Occupancy Certificate or from the date of repossession, whichever is later.

For specific items as below the DLP shall be:

- i. For Waterproofing and Anti-termite: 10 years
- ii. For PCC and RCC Works: 15 years

- iii. For Lifts: 15 years
- iv. For electrical wiring and cabling: 10 years
- v. For general items, fittings and fixture: 5 years

**5.4) LIQUIDATED DAMAGES:**

These shall be Rs.5,00,000/ (Rupees Five Lakhs Only) per week of delay or part thereof payable to the Society for the benefit of their existing members only. These shall be over and above various other compensations payable to the Society/members/Society's consultants arising out of delay

**5.5) COMPENSATIONS TO THE SOCIETY/ MEMBERS/ SOCIETY'S CONSULTANTS:**

In case of members having outstanding dues payable to the Society or to any authorities in respect of their existing premises, the number of compensations payable to them may be adjusted to recover such dues before individual agreements are signed.

**5.6) UTILIZATION OF AREA:**

The proposed redevelopment shall be done along the following lines:

- 5.6.1) In order to facilitate planning of the proposed buildings it may be necessary to reduce the number of types of flats by grouping flats having comparable/ marginally different proposed areas. The difference between the proposed area of a group and the free entitlement of a member of that group shall be adjusted against his entitlement of Hardship/Displacement. Compensations: For such an adjustment the selected Developer shall offer a uniform rate i.e., Project Cost.
- 5.6.2) No area or part thereof shall be sold, leased or rented out for purposes of hospitals, nursing homes, warehouses, flour mal, hotels (lodging/ boarding), restaurants, liquor bars, liquor shops, chicken/ mutton/ fish selling/ storage shops, eateries, pathological lab. The proposed mode of commercial utilization shall be subject to approval of the Society.
- 5.6.3) Mobile telephone shelters/ towers and hoardings shall not be erected within the premises.
- 5.6.4) Utilization of FSI shall be strictly in accordance with the applicable rules, regulations and bye-laws and shall be subject to approval of the Society.

**5.7) REQUIREMENTS FOR PLANNING FOR REHAB PART:**

The dimensional and planning preferences for the Rehab Part shall be is under

- 5.7.1) The floor-to-floor height for flat shall be minimum 2.90 M (9'-6")with clear internal height of 2.75 mts( 9'-0").



- 5.7.2) The thickness of walls shall not be less than the thickness specified by the municipal authorities.
- 5.7.3) All flats shall have adequate light and ventilation.
- 5.7.4) The wet areas (kitchen baths, toilets etc.) shall be planned in such a way that they are one above the other so that there is no water seepage from a wet area into habitable rooms.
- 5.7.5) Adequate utility areas shall be provided in the flats for various appliances such as washing machine, refrigerator, dishwasher etc and day-to-day functions with provision of the necessary plumbing drainage and electrical connections.
- 5.7.6) The common terraces and common areas shall be planned in such a way that the right of access remains with the Society and they are easily accessible by the members of the Society.
- 5.7.7) All services (electrical, plumbing, telephone, firefighting etc) shall be provided through ducts only.

**5.8) EXIT CLAUSE:**

Further, all members of society have rights to sell their flats at any time deemed fit without any conditions from the developer and/or society etc. to any person / member.

**5.9) PENALTY:**

By any reason if the Project is not completed within 65 months from the execution of the Development Agreement as provided hereinabove then in that event the Developer shall be liable to pay penalty of Rs. 25,00,000/- per month to the Society till the actual physical possession along with the Occupation Certificate to the members of the Society. The payment of penalty is in addition to the liability of the Developer to pay monthly compensation in lieu of temporary alternate accommodation during the transitional period.

**5.10) RECTIFICATION OF DEFECTS:**

The developer shall keep ready a team of one carpenter, one plumber and one electrician for six months after giving possession of flats/ offices to society members, to take care of the complaints, if any.

**5.11)** Only after the developer agreement is registered, the developer will be allowed to put up a board stating that project is managed by him. During construction stage, developer will be permitted to put up a display board on site indicating project details and names of consultants. Other than that developer will have no right to put up signboards, hoardings after handing over the structure to the society on getting full occupation certificate. Under no circumstances, any advertising/ commercial /revenue generating hoardings, banners, signboards will be permitted.

**5.12)** The developer shall provide fitness center with gym equipment's, indoor games room with table tennis table, carom etc., and a community hall as per Free of FSI Fitness center as approved by MCGM.

## 6. BRIEF TECHNICAL SPECIFICATIONS

All work, shall be carried out in confirmation with Indian Standard Specifications (ISI), National Building Code and other national standards. These specifications are not intended to cover the minute details. The work shall be executed in accordance with best modern practices. All codes and standards referred to in these specifications shall be the latest revision thereof. Highly skilled and experienced workers shall be employed to carry out the works

The structures shall be designed as per the I.S. codes of practice for dead load, live load, earthquake load, Wind load etc.

**6.1) Soil Investigation-** The Developer has to get soil tested from Soil Expert. Soil investigation will be carried out at site to ascertain the safe bearing capacity of the soil or the depth of pile foundation / open foundation. Pile depth shall be decided in consultation with soil expert and RCC consultant. Piles shall be cast in situ with Rotary Rigs unless otherwise specified by expert.

**6.2) Pile Foundation.**The foundation system will be pile foundation with drilled cast-in-situ piles in as specified by Structural Engineer. The piling, if and where required, shall be done as per IS 2911 and shall be of required diameter as per structural design of specified diameter or as directed, placed through steel shell sunk to required depth through all strata. The work shall be done as per soil consultant's recommendation and as per RCC consultant's design.

Concrete mix design, Reinforcement details, pile cap size, Reinforcement etc., to be got approved from RCC consultant.

Load test if insisted by RCC consultant, same shall be as per IS 2911 part 4 to confirm its design capacity.

The Diameter of Bore, concrete mix of pile, pile caps steel (T.M.T.) reinforcement have to be provided as per RCC consultant drawings and schedule.

- 6.3) Anti-termite treatment** Anti termite treatment in the soil shall be carried out as per the requirement of society's Architect. Seven years warranty shall be obtained from the agency carrying out Anti termite treatment work.
- 6.4) Material** - The materials such as water, sand, and aggregates to be used for construction purpose shall be clean and free from all types of impurities. The developer shall get the water to be used for mixing, tested in an approved laboratory before using it in the work. All raw materials i.e., cement, sand, aggregates, and reinforcement shall be tested at approved laboratories at regular intervals, at developer's cost and test certificates shall be submitted to Society. Any Material not adhering to standard, shall be removed from the site by developer at his cost.
- 6.5) Sand**-River sand from approved source shall be used for plastering purpose. The sand if tested in laboratory should give desired results for module tests etc. 'No earth lumps or mud mix will be allowed. If asked by supervisory staff, the sand will have to be washed by clean
- 6.6) Aggregates** -Coarse Aggregates shall be from approved and shall have sharp edges, black in colour and of approved size. (As per standard specifications.
- 6.7) Cement** -Cement of '53 Grader to be used for R.C.C. For plastering, masonry work and tiling purposes 43 Grade cement shall be used. 53 Grade cement shall conform to IS:12269, while 43 Grade shall conform to IS: 8112.
- 6.8) RCC work**-RCC design shall conform to latest IS code with special reference to the earthquake stability. The RCC work shall be carried out strictly as per the RCC drawing and schedule supplied by RCC consultant. All the concrete used for the R.C.C. work shall be in mix design concrete. All lap, bindings, bonds, chairs shall be as per the Standard drawing' furnished by the RCC consultant. No concreting is to be done unless reinforcement is verified and certified by RCC consultant appointed by developer (with society's consent).

Earthquake Resistance / Stability Certificate for each Building /Wing duly signed by Structural Consultant to be provided to Society during handing over of the project.

Necessary form work shall also have the approval of RCC consultant. Best quality metal plates, metal props, metal purlins, pins shall be used. Only metal adjustable cross bracings shall be used for centering work.

'Curing' for 14 days is needed for RCC work. Columns shall be wrapped in Hessian cloth for proper curing.

De-centering shall be done strictly as per the RCC consultant's instructions.

- 6.9) Structural Concrete:** All concreting work shall be as defined in Indian standard hand book SP-23. However, adequate numbers of concrete cubes as per the requirements of I. S Specification IS516 have to be tested and shall have satisfactory test results. Otherwise, the concerned concrete portion will have to be dismantled and recast at developer's cost and risk.

If RMC is used for concreting, then concrete cubes shall be taken on site and tested by developer. Results provided by RMC companies shall not be accepted.

- 6.10) Cube Testing-** Testing of cement concrete cubes etc., shall be done at each concreting stage.

- 6.11) Steel Reinforcement-** Shall conform to the grade and diameter as stipulated in the detailed RCC Design. The Developer shall submit the manufacturer's test certificate for steel to society.

Reinforcement shall conform to I.S.1786 and shall be corrosion resistance steel (R/S 40equivalent) Reinforcement bending shall be as per IS. 2502.

- 6.12) Teakwood to be** used, shall be well seasoned, free from knots, free from white ants and should have been cut from full grown trees. All ingredients such as water, oil, etc., shall conform to standard code.

- 6.13) Damp Proofing-** Subsurface moisture protection shall be ensured through appropriate damp proofing, water proofing and sub surface drainage, which shall remove Water from proximity of foundations and subsurface slabs.

- 6.14) Masonry Work -**

Solid concrete blocks / Bricks to be used for external wall. For internal partition walls, If light weight concrete blocks AAC blocks such as "Siporex Aerocon "Fly-o-Crete" or equivalent quality are to be used for masonry work in place of bricks prior approval of society/P.M.C. shall be taken in writing.

**Note:** Mivan Construction of specific internal walls to be executed as jointly decided between Developer's Architect and Society Architect. This will eliminate future internal modifications and alterations by individual residents.

- 6.15) External Plaster -** External Cement plaster on walls shall be minimum 20 mm thick in double coat finish with part texture and balance in sand face finish in C.M. 1:4. At the junction of the R.C.C. members and masonry work, appropriate water proofing chemical / polymer slurry shall be filled up with application of chicken mesh / fibre so to avoid the development of cracks at the junctions in future.

**Note:** All external surfaces of buildings and structures to be finished in 'Spectrum' finish of approved design and colour. This will eliminate need for external plastering in future. Only periodic painting will need to be done.

- 6.16) Internal Plaster** - All internal walls will have minimum 12 mm thickness of 1:4 "Dhada plaster applied with Gypsum punning / Hall & grooves at skirting level.
- 6.17) Tiling** - The flooring will be Vitrified tiles laid to proper line and level as per the instructions of the Architect in 1:4 cement mortar with mirror finish for the same, and skirting shall be provided for the same of 3" or 4" height in neat cement float, flush with the wall.  
Dado of Toilets, Kitchen walls shall be fixed in vitrified tiles with 1:4 cement mortar fixed in line and level. Joints shall be filled with grouts and cleaned properly.
- 6.18) Terrace Waterproofing** - For the terrace, staircase cabin, waterproofing work shall be carried out in three layers viz first, chemical coating over the slab surface (2 coats) of Polyalk (W.P.) of Sunanda Chemicals / Roffe/ Dr. Fixit chemicals slurry, then old seasoned brick bats shall be laid to proper slope of average 4" thickness in 1:4 c.m. and over the same, IPS shall laid in 1:4 c.m. 1½ average thickness with China chips laid over the same in 1:4 c.m. and terrace laid to proper slopes. During every stage, water ponding test shall be carried out to test the water proofing treatment. Water proofing chemicals shall be added during the execution of the treatment as recommended by the manufacturer Developer shall give 7 years guarantee against leakages. Terrace parapet wall top will have inside slope and will be covered with kadappa slabs to avoid seepage.
- 6.19) Kitchen Platform**- The kitchen platform shall be parallel or L shape, of minimum width of 2'-3" and service platform of 1-6 to 2'-0" as per society's requirement. Sink will be stainless steel. Below the platform, white glazed tiles will be provided. Tiles of reputable make shall be provided above the kitchen platform and for the full height of other walls (up to beam bottom). The design details as per Architect.
- 6.20) Fire Fighting** - All the requirements laid down to obtain "No objection certificate issued by the Chief Fire officer of M.C.G.M., shall be strictly complied with by the developer.
- 6.21) False ceiling**-False ceiling in every flat and common lobby to be provided to cover the sprinklers.
- 6.22) Plumbing** Water Supply, Drainage, Storm Water Drains and Rain Water Harvesting System. The Developer shall comply with all the conditions, rules and regulation enumerated in the approval letters issued by various authorities of M.C.G.M. The work shall adhere to the ISI / National Building Code Specifications. All the work shall be executed by Licensed Plumber only.
- 6.23) Electrical Work**: The work shall be strictly as per the company's rules and regulations. It shall be executed by a Licensed Electric Contractor.

- 6.24) **Lifts:** Lifts of adequate capacity and approved make shall be provided as per the P.W.D./M.C.G.M. requirement. The Lift pit shall be given waterproofing treatment to seal any leakage / seepage of underground water. All lifts to accommodate Wheelchair and at least in one lift per wing should be able to accommodate a hospital ambulance stretcher. Minimum two lifts per wing shall be provided. The number of lifts and its speed should be based on analysis for optimum waiting time.
- 6.25) **Green building:** The proposed building will be certified green building (GRIHA / IGBC) thereby fulfilling all the required conditions such as solar equipment provision etc. All MoEF / EC conditions also to be complied with.

## 7. LIST OF AMENITIES

Following is the list of minimum amenities to be provided by developer in New Flats to be constructed for existing members of the society. Developer can offer superior amenities. Extra cost for higher specifications or rebate, will be the sole responsibility of concerned member and the developer. However, on request, society may ask Architect to resolve any problem that arises. Any change in base structure (RCC framework) will not be acceptable.

**Amenities for the Flats of existing members shall not be of inferior quality relative to flats for Sale Area. All amenities to be identical for existing members and sale area occupants.**

### 7.1) INTERNAL:

- 7.1.1) The clear height of Flats in the New Building shall be minimum 2.75 mtr s for flats from the floor finish to bottom of upper slab finish.
- 7.1.2) Flooring - vitrified tiles
- 7.1.3) Living Room / Dining and Passages: - Vitrified Tiles of approved make, colour and pattern.
- 7.1.4) In all bedrooms and kitchen Vitrified tiles of approved make, colour and pattern.
- 7.1.5) Skirting - 3" high skirting of same pattern as that of flooring of rooms, flush with the wall, with a groove at the top of skirting.
- 7.1.6) Toilets (Designer Toilet) - Full wall height up to beam bottom level shall be of vitrified tiles approved by society. Each Toilet of flat will have tiles of different colour and design. Toilets will have anti- skid flooring of approved make, size and colour. Selection of tiles to be approved by society.
- 7.1.7) Kitchen Platform - The 'L' type/parallel kitchen platform or Parallel type shall be in granite finish on kadappa base and stands, with stainless steel sink 21"x18". Vitrified tiles of reputable make shall be provided above the platform and for the full height of other walls (up to beam bottom). The design details as per

Society's instructions. Dado below platform will have 300mm x 300mm tiles. Suitable highlighters shall be provided.

- 7.1.8) Windows - Providing and fixing branded PVC /anodized / powder coated sliding Aluminium windows with granite jambs for all sides of window including round moulding for all sides/ bottom side for out of wall surface. Aluminium sliding windows to be fixed inside the granite jambs. Double Patti pattern to be used. Soundproof windows to be considered for Living room and bedrooms.
- 7.1.9) The size of section of Aluminium shall be heavy section type 25/27 mm series and 1.5 mm thick for windows up to 5'0" height. The windows above 5'-0" height, the section shall be 35 mm series and 1.5 mm thick the aluminium section shall be four tracks of approved make and shall be powder coated or colour anodized of required shade as approved by society. One shutter shall be provided with mosquito proof s. s. wire mesh. The glass shall be 5mm thick, Tinted, of colour and quality approved by society.
- 7.1.10) The toilet shall be provided with aluminium adjustable louvered / openable window with provision of exhaust fan of size 0.60m x 0.90m and with 5 mm thick frosted glass louvers with jambs as in other windows.
- 7.1.11) In every Living room / bedroom provision for split type air conditioner, fitting of compressor on external wall shall be made, not exposed in the elevation. Sleeve for piping for Split- AC should also be provided for Air Conditioner drain water provision shall be provided.
- 7.1.12) Doors for Flats: -Unless otherwise specified all door frame shall be of teak wood.
- i. **Main door**- Size of main Door shall be 8'x4'6" or as approved, with 45 mm or as required by solid core block board flush door shutter. Door shutter finish will be with best veneer from one side while inside will have 1mm laminate. All fittings shall be brass oxidized/ Hinges 4 Nos. {4" size), 2 handles, one tower bolt 300 mm high, one Godrej/ Yale 3 lock lever system, peep hole, stopper, Tadi / Aldrop C.P. Brass Lock. Finished with Melamine polish for frame and veneer portion. T. W. cover moulding, beading patti etc. complete.
  - ii. The Main door shutter/ Lobby door shall comply the requirements of Chief Fire officer's N.O.C. for thickness and finish.
  - iii. **Safety Shutters**- On external side of main door frame there shall 1 ½" thick safety shutter with decorative S. S. grille, with brass hinges, one handle, locking arrangements as per drawings is to be provided and finishing with polishing etc. complete.
  - iv. **Bed room doors** - Size will be 3'6" x 7' 6" height or as approved with 2 ½" x 6" T. W. frame 35 mm solid core flush door with both sides 1.0 mm thick laminate of approved colour and design, cover moulding, beading patti etc. Mortise Lock with handle, brass oxidized hinges 3 Nos of 4" etc. complete.
  - v. **Toilet Doors** - Size will be 2'-6" x 7' 6" height or as approved, Marine grade

flush door shutter both sides finished with approved laminate locking arrangements, Handles, hinges of brass oxidized, glass to panel as per drawing, with Black Granite patti door frame round nosing etc. finished as per drawing.

vi. **Kitchen Doors** –FRD doors as required by MCGM.

**Note:** Lintol heights of all windows and internal doors shall be 7'-6" from finished floor level

7.1.13) M.S. / Aluminium Grill/Invisible Grill: M. S. heavy section -square bars/ flats I round bars box type grilles as per design shall be used for all windows and openings. Square 12 mm. bars shall be used for grille with weight not less than 3 Kg/ sq. ft. with Zinc oxide primer and then oil painting with three coats etc. complete. Grille shall have one panel Lockable and openable for evacuation in case of fire, as per fire norms. Alternatively, aluminium grill can be planned for full height (4'0" height) of window with in aluminium window tracks, as approved by the society. The grills shall be provided as per approval of MCGM.

7.1.14) Plumbing -The toilets to be provided with concealed cpvc best quality tested pipes, concealed tested fittings, approved make C P fittings with single lever three in one diverter, stop cock, dual flow flush tank / flush valve, angle cock, pillar cock, one bib cock with health faucet, overhead shower, etc. as per layout and at the junction of dado tiling. All sanitary ware shall be of approved brand, colour and shade.

Wash basin shall be fixed on the counter with rounded edges, polished mirror, etc. as per drawings.

All wash basins will have CP pillar cock, stop cock, bottle traps. Each toilet will have one wash basin. Gas fired / electric water storage geyser of approved make of minimum 20lt capacity shall be provided in all the toilet blocks of existing society members. The hot water geyser can be gas fired or electrical (20L capacity) as approved by the society. Plumbing will also include servant's toilet and other sale area requirements as per the plan & design.

7.1.15) **Staircase** - Minimum 5'-0" wide or as per the M.C.G.M. approval.

7.1.16) **Entrance Lobby**- The wall area shall be decorated with imported Italian marble dado up to beam bottom, marble patties design pattern. Decorative name boards, letter boxes for all flat owners, false ceiling with decorative light fittings shall be provided at agreed portion.

7.1.17) RCC Loft to be provided in all Toilets (half the toilet length) as per requirement of society members and complying with M.C.G.M. Rules. These shall be finished with cement plaster/ P.O.P. on top, and wall edge surfaces.



7.1.18) **Lift Lobby:** Granite fascia shall be provided around 'Lift' entrance. Round moulding, vitrified tiles, decorative patterns etc. have to be provided at each floor lobby. Tile / marble wall dado to be up to 5'-0" height minimum.

## **7.2) EXTERNAL WORKS**

7.2.1) **Elevation Treatment**-The building should have a beautiful and breath-taking elevation including building illumination having low maintenance.

7.2.2) **External Painting**- External wall shall be finished with texture coat as per architect + one coat of Alkaline Based primer and two coats of paint, over the 'Spectrum' finish, with 10 years' warranty for the same. Anti Fungal and anti dust paint of appropriate shade as per architect.

7.2.3) **Terrace** slab shall be treated with appropriate heat insulation to minimise heat gain at the top floor and shall be finished with China Mosaic (carpet pattern) tile top, and water proofing treatment shall be as per technical specification attached.

7.2.4) **Paving in Open Space**-All the open spaces around the building except Garden, Water Harvesting system's area etc. will have 9" thick Rubble Soling with 4" thick concrete (1:2:4) finished with interlocking anti-skid chequered tiles as per pattern & design given by Architect and complying with M.C.G.M. Rules / CFO NOC.

7.2.5) **M. S. Compound Gates**- required with provision of wicket gates, to be provided as per approved design, along with R.C.C. decorative pillars, decorative lights etc. complete with painting, locking arrangement etc. Security cabin shall be planned.

7.2.6) **Landscaping & Garden** to be provided in open space with proper lighting arrangement, compound lighting, sitting spaces, play equipment etc. complete. Suitable energy, efficient luminaries and lighting to be provided in the open spaces.

7.2.7) **Fire Fighting** equipment's shall be provided as per statutory regulations in staircase, hose reel around the building with proper shutter, lock & key, additional water tank of adequate capacity as per the rules and regulations of C.F.O.

7.2.8) **Inspection chambers** for drainage system shall be provided with heavy duty C.I. covers which can bear the regular traffic load. 6" G.S.W. main drain lines along with 4" G.S.W. subsidiary to be laid, as per approved drawing layout, including Gully Traps/ I.C. chamber C.I. or U.P.V.C. down take pipes rain water and vent pipes etc., as per M.C.G.M. requirements. All formalities of 'P' Form, drainage approval, storm water, execution as per specification, License Plumber appointment and Fees etc. are to be borne by developer.

7.2.9) **R.C.C. Underground tank and Overhead Tank** of adequate capacities as required by M.C.G.M. shall be constructed as per Architect's plan, & with electrical pumps as per CFO NOC of required capacity of approved company, necessary electrical connection, and auto cut off system to avoid overflow of water.

Water tanks' internal walls shall be waterproofed and finished with ceramic glazed tiles along with suitable flooring of tanks to provide cleanliness & and for easy maintenance.

7.2.10) **Rain Water Harvesting**-The Developer shall provide Rain Water Harvesting system as per M.C.G.M. requirements, and obtain N.O.C. of all concerned authorities at his own cost.

7.2.11) **Strom Water Drains** in side of compound (and if necessary, outside the compound) to be provided by the developer as per the M.C.G.M. conditions, at his own cost.

7.2.12) **Charges** -Extra water charges, Drainage connection charges, sewer charges, passing of concealed layouts from M.C.G.M, to be borne by developer.

7.2.13) **Facilities**- The Developer has to construct Society office, Society Gymnasium, Servant toilets, Watchman's cabin, Compound Wall, Main Gate with lighting, small wicket Gate, bore well as per Layout, at his cost.

7.2.14) **Gas Connection**-The piped gas connection from Mahanagar Gas Ltd (MGL), shall be provided by developer for each kitchen and bathroom. Locations of the vertical gas pipes to be pre determined through ventilated shafts and coordinated with MGL authorities such that the pipes are not seen in the external elevation and easily serviceable by MGL.

7.2.15) **Telephone line, Cable or Dish Antenna, Internet** connections shall be disconnected and reconnected by the developer, at his own cost.

7.2.16) **Pest control**& mosquito sprays before and during progress of work shall be done regularly by the developer.

7.2.17) **Security Intercom Facility, Video Door Phone System** in all flats connected to Society office and security cabin - main gates of the society premises to be provided by developer at his own cost along with CCTV camera at entrance with connection to each flat as above. Door video phone will be multi apartment type. Internal screen communication panel with video and audio connectivity to be to Main gate/s of the society premises. The panel also to have control to open of building lobby door.

7.2.18) **Solar Water Heater** shall be provided at terrace level.

7.2.19) **Solid Waste Management system + Provision of Vermiculture** as per MCGM

regulations shall be done by the developer.

7.2.20) **New decorative compound wall** around the plot shall be constructed as per Architect's design by the developer, at his own cost.

7.2.21) **Pre-Construction Anti-termite Treatment** as per I S. specifications shall be carried out from well-known Pest Control co. for the building/s with 10 years Guarantee from the company.

**Lightning Protection** to be provided as per IS standards.

**Provision for Solar Photo Voltaic cells** above the terrace level and space provision for electricity storage batteries.

### 7.3) **ELECTRICALS**

#### 7.3.1) **Living Room with Dining**

- i. T. V. I Cable point as per layout.
- ii. Telephone socket at two separate locations.
- iii. At least four light points.
- iv. Plug points for T.V.- minimum 4 nos, extra point provision.
- v. 2 / 3 fans with Regulators as per room size and layout.
- vi. 20 Amps dp with switch and socket for AC.
- vii. Internet connection
- viii. Plug points - min 2 nos. per switch board except TV side.

#### 7.3.2) **Kitchen**

- i. 2 Light Points
- ii. One Fan with Regulator.
- iii. Plug / Power Points for -
  - a. Washing Machine.
  - b. Fridge
  - c. Aqua Guard
- iv. Dish Washer
- v. 16Amp power point - 3nos
- vi. 6 A plug point - 3 nos
- vii. Exhaust Fan/ Chimney as per society's decision

#### 7.3.3) **Bed Room/s**

- i. 2 Light Point (out of which 1 with a two-way switch)
- ii. One fan with Regulator
- iii. Doorbell/ buzzer

#### 7.3.4) **Toilets**

- i. Minimum 2 Light Points (1 no general + 1 above wash basin)
- ii. One exhaust Fan

- iii. Plug / Power Points for -
  - a. Electrical hot water geyser
  - b. Electrical shaver / hair drier
- 7.3.5) Light Point outside main door
- 7.3.6) Light point for balcony (if applicable) + 1 no. plug point.
- 7.3.7) Light Points outside living room/ bedrooms window chajja
- 7.3.8) Light point in passage
  - i. "Havells / Legrand MCBs and ELCBs for each room separately.
  - ii. Separate electric meter for Lifts, water pumps and other common areas. (Separate for MCGM water and Bore well water)
  - iii. Separate extra conduit from ground floor (from meter room) up to terrace level floor for additional wiring needed, if any, in the future.
  - iv. One point/ R J 45 socket in each room for internet.

### **8. LIST OF APPROVED MATERIALS/BRANDS**

Sr. No.	Material	Approved Brands
1.	Cement	OPC grade 43/53 ACC, Gujarat Ambula, Citratech, Binani
2.	Concrete	Ready-mixed concrete for RCC work from their plants, which are subject to periodic third-party quality inspection/ audit. Site mix of concrete shall be allowed as per instructions of consulting engineer
3.	Reinforcement steel	Corrosion resistant quality reinforcement from first supplier with yield stress not less than 415 N/sq. mm and engineering of properties conforming to requirements of earthquake resistance. Approved brands Gurunank, metro ispat, guardian
4.	Sand	Well graded river sand conforming to IS 383 with silt Content less than 3% must be washed before being used.
5.	Concrete additives	Foscroc, Krishna Conchem, "Sunanda" Chemicals Dr. Fixit
6.	Polymers	Foscroc, MC Bauchemie, "Sunanda" Chemicals Dr. Fixit
7.	WP compound	Roff., MC Bauchemie, "Sunanda" Chemicals Dr. Fixit
8.	Repair Mortar	Foscroc, Krishna Conchem, "Sunanda" Chemicals Dr. Fixit
9.	Plasticizers	Foscroc, Krishna Conchem, "Sunanda" Chemicals Dr. Fixit
10.	Epoxy	Ciba, Choksy
11.	Water	Potable water free from organic or any other deleterious Substances.

12.	Bricks	ordinary clay bricks conforming to IS 1077 with minimum crushing strength not less than 35 Kg/sq.cm. and water absorption not more than 20%
13.	Light Weight Concrete Blocks/AAC	Siporex, Aerocon, Fly-o-Crete
14.	Waterproofing compound	Fosroc, Perma, MC Bauchemie, Impermo, roff
15.	White cement	JK white, Birla
16.	Door Hardware	Europa, Enox, Ebco, Doorset
17.	Glazing	Modi guard, Asahi India, Saint Gobain
18.	Flush & Panel Doors-ISI mark	Sojpal, Anand, Wood crafts, Shreeje
19.	F.R.P. Doors	Advance Marketing, Sintex, Mosonite (Dupont)
20.	Cl pipes	Neco
21.	PVC pipes-CPVC and UPVC	Supreme, Prince, Finolex conforming to IS 13592 with weight of pipes not less than 6 kg/sq.cm.
22.	Gl. pipes	C class of Tala & Zenith with weight of pipes not less than values given below
	a) ½" dia.	1.51 Kg/m
	b) ¾ "dia.	1.97 kg/m
	c) 1" dia	3.08 kg/m
	d) 1-1/4" dia.	3.97 kg/m
	e) 1-1/2" dia.	4.58 Kg/m
	f) 2" dia.	6.38 Kg.
23.	Plumbing Fixtures	Jaguar Florentine/ hindware
24.	Sanitary fixture	Parryware, Hindware
25.	Chamber cover	Thermo drain 40t, NECO
26.	Flooring & Wall Tiles	RAK Ceramics, Johnson carbonite, Nitco Kajaria tiles
27.	Electrical wires	Polycab, Finolex
28.	Electrical fixtures	Anchor Roam, Crabtree Athena series or Legrand - My Iris
29.	Gate valves	Leader
30.	Ceiling /Table fans.	Crompton, Orient, Havells
31.	Pump	Best & Crompton, Crompton WASP, Kirloskar
32.	lifts	Kone / Otis / Mitsubishi
33.	home security	Legrand
34.	Exterior Paint	Asian Paints -Apex Uitima/Dulux Weather shield Max
35.	Interior paint	Dulux Velvet Touch, Asian paints -Royale
36.	Water sewage & fire pump	Kirloskar Grund foss
37.	Gun metal valves & Fittings	Premier, Leader
38.	G.I. Fittings	RR Unikirti Gujrat Steel
39.	Butterfly valves	C&R Audco.
40.	Water meter	Leeds Capstan. Kent
41.	C.I. Manhole Covers and Grating	Ashok Foundary, NECO

### 9. APPLICABLE CODES & SPECIFICATIONS

The following specifications standards and codes, are made a part of this contract document. All standards, Specifications, codes of practice referred to herein shall be the latest editions/revisions. In case of any discrepancy between the enclosed specification and those referred to herein, the former shall Govern:

IS: CODE NO.	DESCRIPTION
<b>1. EXCAVATION AND EARTHWORK</b>	
IS -783	Code of Practice for laying concrete pipes
IS-2120	Determination of Water Content / Dry Density
IS—3385	Code of practice for measurement of Civil Engineering works
IS-3764	Safety code for excavation Work
IS-4081	Safety code for blasting and related drilling operations
IS-10379	Code of practice for field control of moisture and compaction of soils or embankment and sub-grade.
<b>2. CONCRETE AND ALLIED WORKS</b>	
IS-383	Coarse and fine aggregates from natural sources for concrete
IS-456	Code of practice for plain and reinforced concrete,
IS-516	Methods of test for strength of concrete
S-1199	Method of sampling and analysis of concrete.
IS-1489	Portland-Pozzolana cement
IS 1786	High strength deformed steel Bars and wires for concrete Reinforcement
IS 2386	Methods of test for aggregates for concrete
IS-2430	Methods of sampling of aggregates for concrete
IS-2571	Code of practice for laying in situ cement concrete flooring
IS-2645	Integral cement waterproofing. Compounds
IS-3370	Code of practice for concrete structures for the storage of liquids.
IS-4925	Concrete batching and mixing plant
IS-4990	Plywood for concrete shuttering work

IS-8042	White Portland cement
S-10262	Recommended guidelines for concrete mix design
S-8112/ 12269	ordinary Portland cement (M43 & M 53 grade)
<b>3. CONCRETE REINFORCEMENT AND ALLIED WORKS</b>	
IS-432	Mild steel medium tensile Steel bars and hard drawn steel wire for concrete reinforcement
IS-800	Code of Practice for General Construction in Steel
IS-875	Dead Loads Unit Weight of Building Material and Stored Material Imposed Loads. Wind loads
IS 1121	Methods for tensile testing of steel wire.
IS 1608	Method of tensile testing of steel products.
IS 1642- 43.1644	Code of practice for fire safety of building
IS 1791	Batch Type Concrete Mixers
IS-1893	Criteria for earthquake resistance design of structures.
IS -2502	Code of practice for bending and fixing of bars for concrete reinforcement
IS-2506	Screed Board Concrete Vibrators
IS-2722	Portable Swing weigh batchers for concrete (single and double bucket type)
IS -2751	Code of practice for welding of mild steel plain and deformed bars for reinforced concrete construction.
IS—2911	Code of practice for designs and construction of pile foundation.
IS-3025	Method of Sampling and Test (Physical and chemical) for water used Industry.
IS : 3558	Use. Of Immersion Vibrators for Consolidating Concrete
IS 3664	Non-destructive test
IS-3696	Safety code for scaffold and Ladders
IS-4326	Earthquake resistant design and construction of building
IS—4634	Method of testing Performance of Batch. Type Concrete Mixers
IS-5816	Destructive test
IS-8112	Ordinary, Portland Cement (OPC) Grade.43 Cement
IS-8989	Safety code for erection of concrete framed structures
IS-13920	Ductile Detailing of Reinforced Concrete Structures subjected to Seismic Forces-Code of Practice
<b>4. MASONRY WORK</b>	
IS-1077	Common burnt clay building bricks
IS-1597	Code of practice for construction of stone masonry
IS-1905	Code of practice for structural safety of buildings. Masonry walls.
IS-2116	Sand for Masonry Mortars.
IS-2212	Code of practice for brick work

IS-2250	Code of practice for preparation and use of Masonry mortars
IS-2394	Code of practice for application of lime plaster finish
IS-2572	Code of practice for construction of hollow concrete block Masonry
IS-2645	Integral cement water proofing compounds

IS-3495	Methods of tests for burnt clay building bricks
IS-5454	Methods of sampling of clay building bricks.
<b>5. PLASTERING AND POINTING</b>	
IS-1542	Sand for plaster
IS-1661	Code of practice for application for cement and cement lime plaster finishes.
<b>6. PAVING, FLOOR FINISHING AND DADO</b>	
IS-777	Glazed earthenware tiles.
IS-1237	Cement concrete flooring tiles.
IS 1443	Code of practice for laying and finishing of cement concrete flooring tiles,
IS-2114	Laying in situ terrazzo floor finish.
IS-2571	Laying in situ concrete flooring
IS-6509	Code of practice for installation of joints in pavements.
<b>7. DOORS, WINDOWS AND VENTILATORS</b>	
IS 1003	Timber panelled and glazed shutters
IS 1948	Aluminium doors, windows and ventilators
IS-1949	Aluminium windows for industrial building
IS- 2191	Wooden flush door shutters (cellular and hollow core type)
IS- 2202	Wooden flush door shutters (solid core type)
IS- 2338	Code of practice for finishing wood and based materials
IS- 3548	Glazing in building.
4020	Methods of tests for wooden flush doors type texts
IS-4021	Timber door, window and ventilator frames
IS-5807	Method of test for finishes for wooden furniture.
<b>8. PAINTING:</b>	
IS-2395	Code of practice for painting, concrete, masonry and plaster surfaces.
IS- 2932	Specification for enamel, synthetic, exterior, type-I
IS- 2933	Specification for enamel, synthetic, exterior, type-II
<b>9. MISCELLANEOUS WORKS</b>	
IS- 6313	Standard specification & code of practice for Water bound Macadam
<b>10. SANITARY, WATER SUPPLY AND DRAINAGE WORKS</b>	
IS-554	Dimensions for pipe threads where pressure tight joints are made on threads.
IS-651	Salt glazed stoneware pipes and fittings
IS-771	Glazed earthen ware sanitary appliance.
IS-774	Flushing cisterns for water closets and urinals.
IS-781	Cast copper alloy screw-down bib taps and stop valves for water services
IS-1172	Basic requirements for water supply, drainage and sanitation
IS-1230	C.I. Rain water pipes and fittings.
IS-1742	Building drainage
IS-2065	Water supply in buildings
IS-2470	Code for practice for installation of septic tanks.
IS-2556	Vitreous Sanitary appliances (Vitreous China).
IS-3486	Cast iron spigot and socket drain pipes.
IS-1219	P' & 'S' traps. (Part 1).



IS-5329	Code of practice for sanitary pipe works above ground for buildings Cast iron brackets and supports for wash basins and sinks.
IS-5961	C.I. Gratings for drainage purposes.
<b>11. GENERAL</b>	
IS-1200	Method of measurement of buildings and civil engineering works.
IS-1893	Criteria for earthquake resistant design of structures.
IS-4326	Code of practice for earthquake resistant design and construction of building

### **10. DECLARATION BY THE DEVELOPER**

**Date: / 2023**

To,  
The Hon. Secretary/ Chairman,  
The Saraswat Suburban Co-Op. Housing Society Ltd.  
at Talmaki Road,  
Santacruz(w),  
Mumbai 400 054.

Subject: - Proposed Redevelopment for The Saraswat Suburban Co-Op.  
Housing Society Ltd.

Dear Sir,

I/We have studied the **TENDER DOCUMENTS** along with terms & conditions, special conditions, specifications of various items, requirements regarding redevelopment work of your society. I/We have also visited the actual site of work and examined every aspect of construction project.

I/We agree to all your Terms & Conditions. The required information as regards financial standing, details of our technical staff, experience in this field etc. are given separately and these annexures shall be deemed to be part of this offer.

I/We hereby submit our offer as under;

- 1) I/We agree to provide each existing members of the society (in all 215 members) one unit each of agreed carpet area (existing + extra) free of cost. Only, after providing flats/ units to each existing member with the additional area built by us, I/We can sell balance area (Sale Area) in open market and appropriate the proceeds from sell of such area. I/We agree that I/we will not handover possession of such additional sale area, prior to the handing over vacant possession of the said 215 newly constructed units to the existing members of the society. Irrespective of the fact

whether such new sale area is sold or whether any dispute exists with such purchasers, I/we undertake to construct the said 215 units for the existing members and handover vacant and peaceful possession thereof to them in stipulated time. I/We propose, free of cost, extra carpet area, over existing carpet area, for existing members as follows:

- a) For each unit \_\_\_\_\_%
- 2) I/We will pay a sum of Rs. \_\_\_\_\_ Per sq. ft. of existing area as mentioned in annexure Hardship Compensation to the society/ members (a)50% amount at the time of vacating existing units and (b) 50% amount 30 days, before the date on which members are supposed to repossess new premises.
- 3) I/We also hereby agree to pay rent to, each residential member at the rate of Rs. \_\_\_\_\_ on existing carpet area per month, and each non-residential member at the rate of Rs. \_\_\_\_\_ on existing carpet area per month as a reimbursement of the cost of alternative accommodation for a period of 55 months, till completion of building in all respects, and handing over of possession of newly constructed units to the members after receipt of Occupation Certificate from the M.C.G.M. and or other local authorities. The compensation for 12 months shall be paid in the form of consolidated cheque before vacating current premises. The rental for next 43 months (i.e., 13th month to 55th month) shall also be paid by monthly Post-Dated Cheques annually one month in advance. Payment to be done directly to the members under intimation to the society. I/we shall pay Rs. \_\_\_\_\_ to be paid every two years for Shifting (packing up), to & fro transport of household items, furniture etc. to each residential members for his/her/their alternative accommodation.
- 4) I/We hereby agree to provide a Bank Guarantee from a nationalized bank for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Society before the Letter of Intent is issued. I/We agree that the said Bank Guarantee shall remain in force through the entire Construction Period and till the Full Occupation Certificate has been obtained and shall be released progressively as mentioned in the Special Conditions of Contract.
- 5) I/We will complete the re-development/ re-construction work within a period of 52 months from the date on which we receive the vacant possession of the site of work.
- 6) For any delay beyond these 65 months, I/we shall pay liquidated damages at Rs. \_\_\_\_\_/- per week of delay in addition to penalties levied by Maharera authority and rent for extended period.
- 7) By any reason if the Project is not completed within 65 months from the execution of this Development Agreement as provided hereinabove then I shall pay penalty of Rs. \_\_\_\_\_/- per month to the Society till the actual physical possession along with the Occupation Certificate/ Part Occupation Certificate to the members of the

Society. The payment of penalty is in addition to the liability of the Developer to pay monthly compensation in lieu of temporary alternate accommodation during the transitional period.

- 8) I/We are enclosing herewith Demand Draft No. \_\_\_\_\_ for amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only.) drawn on \_\_\_\_\_ Bank towards the Refundable deposit. The said not bear any interest.
- 9) I/We agree to pay a sum of Rs. \_\_\_\_\_/- within 7 days of receipt of L.O.I towards Security Deposit as a security for performing the terms & conditions of contract. If my/our offer is accepted, the Refundable Deposit submitted herewith shall be converted into Security Deposit towards proper performance of re-development work for your society building. The additional amount of Rs. \_\_\_\_\_/- towards security deposit in terms of my/our offer shall be paid on or before execution of the formal agreement with society.
- 10) I/We agree to provide one car parking space or as per requirement of DCPR 2034 whichever is more per member of the society as per MCGM norms.
- 11) I/We agree to utilize maximum F.S.I. of or otherwise as per prevailing regulations plus "Fungible Area" in construction irrespective of the availability of additional F.S.I. I/We understand that if any more F.S.I. is available (after L.O.I is issued but before obtaining occupation certificate), then the same will be shared with the society equally and the society is entitled to use the same as it deems fit.
- 12) I shall not mortgage the plot of the society.
- 13) I/We will get the corrections in property card /D P remarks/T.P. Remarks at our own cost.
- 14) I/We will at our own cost (& risk) get the plans for such redevelopment / re-construction approved by all concerned authorities (Govt., Semi Govt. etc.) through our Architect without damaging the society's interests carry out construction as per such approved plans and shall observe and per for mall the rules & regulations concerning the same. While getting the plans approved, I/we will abide by the condition's specifications stated in Tender' Documents of society.
- 15) I/We agree that we shall get the plans approved for maximum FSI and fungible available thereon in the name of the society.
- 16) I/We agree that before commencing demolition work, I/we will ascertain through my/our structural consultant, the mode of demolition work and adopt such method which will cause minimum in convenience or nuisance to residents of adjacent properties. I/We are ready to make good any damages done to adjacent properties/ cracks etc. developed during the said demolition, at my/ our cost.
- 17) I/We agree to commence the demolition work as soon as possible, after receiving the complete vacant possession of the said plot and the said building, in any case not later

than 14 days from the date of receiving of such possession.

- 18) I/We agree to register the project with Maharera after receipt of CC.
- 19) Parking space shall be provided in stilt area, podium or in basement. Open parking areas are properties of society and I/we will not allot them to any individual member. All visitor's parking spaces shall not be allotted and handed over to the society for purpose of visitor's parking.
- 20) I/We confirm that I/we have read the General & Special Conditions of contract, other terms & Conditions, Specifications of all items, Technical Specifications, Amenities etc. forming part of this tender, and have understood the contents and meaning properly. I/we have submitted this offer to you after reading and following the said conditions/ specifications and of my/our own free will.
- 21) In the event my/our aforesaid offer is accepted by the society, I/we agree and undertake to execute, complete and handover the re-development work within the stipulated period. I/We agree and undertake to abide by the terms of the Development Agreement, which will be signed between myself/ ourselves & society/ individual members.
- 22) I/We agree to execute a "Letter of Intent" from the society within a period of 7 days from the receipt of communications from the society about acceptance of my/our offer. I/We agree that I/we would be permitted to commence work only upon execution of such formal agreement.
- 23) Till the full sum of Rs. \_\_\_\_\_/- is deposited by me/us with you towards Security Deposit, no valid agreement shall be deemed to have been arrived at between myself/ourselves and society. This said deposit shall not carry any interest.
- 24) I/We agree to pay in full all the necessary premium / charges and incidental expenses of the M.C.G.M. towards utilization of "Fungible Area".
- 25) All taxes, dues, duties, cess, levies, GST etc. that may become payable in connection with work undertaken by me/us, shall be borne and paid by me/us alone. Stamp duty and registration charges including any out-of-pocket expenses towards registration of Development Agreement and for new flats of existing society members shall be borne by me/us, including any GST that may be applicable on existing/ incremental carpet area.
- 26) All statutory i.e., Government & M.C.G.M. approvals charges & fees, permanent deposits, temporary deposits, recurring bills of Electric Charges, temporary & permanent supply, commercial bills on temporary meters for electrical & water supplies, fees for insecticide department etc are to be borne by me/us.
- 27) I/We will have to arrange for temporary / permanent water and electric supplies required for execution of works. I/We shall bear all expenses for temporary /

permanent water and electric supplies and sewerage charges for building to be so constructed.

- 28) I/We also agree to observe and perform all current rules & regulations and laws with regards to the redevelopment and construction works, including environmental laws.
- 29) I/We shall comply with all the rules & regulations of Workmen's' Compensation Act and other labour laws which may be in force at the time the work is in progress. The society will be kept indemnified by me/us against any claims/ actions/ suits in this regard. I/We shall take contractor's all risk policy, deposit it with society and renew it from time to time till the work is completed.
- 30) My/our offer shall be firm and shall not be subject to any Escalation / Variation, labour condition etc and shall hold good till completion of works and handing over the possession of the newbuilding.
- 31) The terms & conditions set out herein and / or the acceptance letter shall be on basis of my/our respective rights & obligations.
- 32) I/We are aware that the society alone has right to accept or reject all or any of the offers without assigning any reason. The society's decision in this regard shall be final and binding on me/us.
- 33) I/We confirm and declare that no action has been taken or proposed to be taken against me/us or any of our partners / directors by any Govt. or statutory agency with regards to violations of any laws, rules or regulations or relating to any of my/our construction projects which are presently in progress or which have been completed and neither me/us nor any of our partners/ directors have been banned or prohibited or black listed by M.C.G.M. or any state or central government authority from carrying on the construction activities ( I/We are submitting the same in Affidavit form).
- 34) If any action is taken by the statutory authority on account of non- compliance/ default/ negligence on part of me/us the society will not be held responsible in any manner for the same. All risks, costs, penalties and any other consequences arising due to above default by me/us shall be my/our responsibility and liability in totality.
- 35) In the event of any dispute or differences arising between the society & myself/ourselves with regards to works of the interpretation of the terms thereof, the same shall be referred to arbitration at single arbitrator if agreed to, by the parties to the dispute Alternatively, one arbitrator each shall be selected by the parties to the dispute, who shall then proceed to appoint a third arbitrator. The arbitration shall be held in Mumbai. The courts in Mumbai alone shall have jurisdiction to try and entertain any dispute between the parties hereto.
- 36) The language of the arbitration shall be English. Arbitration shall be in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory

modification or the rules made thereunder.

Thanking you,

Yours Sincerely,

(Signature of the Developer)

- Note: -
- 1) The Annexure and Appendix form part of the offer bid.
  - 2) All the 'blanks' to be filled by the Developer.

### **11. TIME SCHEDULE**

NOTE: The developer should fill up this section as per his expected time for completion of each activity. Time schedule to commence from the acceptance of Letter of intent (LOI) issued to the successful tenderer after the approval letter is issued by Dy. Register of Co- Op. Societies to the whole process u/s 79(A) of Co- Op. Societies Act the time limits indicated by the developer will also be the important factor in the process of selection of developer.

Sr. No.	ACTIVITY	TIME REQUIRED IN WEEKS
1.	Submission of preliminary plans	
2.	For preparation and submission of detailed drawings, plans with alternatives, along with elevation, perspectives to explain the scheme completely, which shall be acceptable the Society /Architect of the Society.	
3.	For Finalisation, Execution and Registration of Development Agreement	
4.	Submission of accepted plans to MCGM	
5.	For obtaining Municipal approvals (I.O.D.) after the plans are accepted by the Society/Architect of the Society	
6.	Registration of PAA Documents	
7.	Demolishing the building after same is vacated and obtaining Commencement Certificate (CC) there after	

8.	For completion of construction work from the date of Commencement Certificate. The total construction time will include months of rainy season also.	
9.	For obtaining "Occupation Certificate for complete project from MCGM	
10.	For obtaining Building Completion Certificate	
11.	Total Time Required for All Activities - 1 To 9	Months

**12. COMMERCIAL BID - (ENVELOPE - 1 -)**

1. Please quote your offer in numbers and in words in the column "Bidder's Offer" for Sr. No. A) 1. only. For all other items where the boxes are pre-filled, the values are not to be changed.
2. For Sr. No. D) please mention your offer for additional amenities/facilities:
3. During negotiations the Society may change any of its requirements specified below including those which are pre-filled at this stage.
4. All the participants/builders/developers/bidders are hereby informed that this summary sheet shall necessarily be filled/signed/stamped, irrespective of providing information on any other form/place/paper. Attach extra sheet if required.

Sr. No	Description	Unit	Bidders Offer
<b>A.</b>	<b>Benefits to existing Members</b>		
<b>1.</b>	<b>Free Additional Carpet Area to the existing members in addition to their existing base carpet areas</b>		
	Additional Area for each member	187 R - 112639 sq.ft 5 NR – 2088 sq.ft Garages: 2660 sq.ft 8 Staff quarters: 2053 sq.ft 119440 Sq. Ft as per details provided by client. No of members: 215 Nos	
<b>2.</b>	<b>Hardship Compensation Amount</b>		

	To be Paid to each member	Rs.3000/- per Sq.ft for residential & Rs.3500/-per sq.ft for non-residential on existing Carpet Area.	
<b>3. Free Car parks Including Visitors Parking</b>			
	Car parks covered from top in Stilts or Podium as well as motorcycle and bicycle parks		Minimum as per DCR/MCGM Regulations for project and Minimum one covered car park per existing member Whichever is more of above.
<b>4. Displacement Compensation for Each Member for 65 Months/ till Rehabilitation whichever is more</b>			
a.	Monthly compensation for First 12 months (Monthly compensation shall increase by 5% on the previous amount for every 12 months' duration thereafter). ***Note: Advance amount equivalent to the rent of 1 year for each member shall be disbursed before vacating the premises. b. Deposit amount (Equivalent of 12 Months' Rent) should be given to Tenants if suitable accommodation is not provided by the Developer.	Rs.125/-per Sq. Ft for residential & Rs.135/-per sq.ft for Non-Residential on existing carpet area(room+balcony).	
c.	Brokerage, Stamp Duty & Registration Charges for temporary accommodation	one month rent shall be paid to the existing members every two years.	
d.	Shifting charges (Amount to & fro every two years)	Rs40,000/-per sq.ft for residential & Rs.45,000/-per sq.ft. for Non-Residential.	
<b>B. Costs &amp; Guarantees</b>			
<b>5. Other Charges &amp; Costs to be borne by the Developer:</b>			



a.	Stamp Duty & Registration Charges on Development Agreement and Individual Member Agreements	Rs. _____/-	Entire amount applicable
b.	Professional fees of Architect/PMC appointed by the Society (corresponding to the Stipulated Completion Period for the Project)	2% of Construction Cost	
c.	Reimbursement of miscellaneous expenses already incurred/to be incurred by the Society for the proposed redevelopment project	Rs _____/-+NA Charges	
<b>6. Guarantees- Total: Rs. 150 CR.</b>			
a)	Revocable & Unconditional Performance Bank Guarantee (progressively reducing as per stages of progress of work and 10% retention till the end of Defect Liability Period)	Rs. _____ Crore	
b)	Guarantee (Approved saleable Area to be liened to Society)	Rs _____ Crore	
c)	Guarantee in terms of fixed deposit with nationalized bank.	Rs _____ Crore	
<b>7. Discounted Selling Rate for Members of Society: (If Society member wishes to buy additional area &amp; Car parking)-On priority and specifying proper payment stages.</b>			
	Rate/-Sq. Ft (RERA Carpet)	INR...../- Sq. Ft	
	Cost of Parking	INR...../-	
<b>8. If and Existing Member needs Bare Flat i.e., without internal walls, Flooring, Painting &amp; other finishes. Whether the Cost of such works shall be reimbursed?</b>			
	Reimbursement of civil & finishing works (In case of Bare Flats)		
9.	Insurance project Insurance/ third party Insurance/labour Insurance to be the responsibility of the Bidder		

10.	Entire project work Period -Agreement to building completion certificate	62 Months + 3 Months grace period	
11.	Waterproofing guarantee of minimum 10 (ten) years after obtaining O.C.	As per Tender	
12.	Defect Liability Period of 5 (five) years after obtaining B.C.C	As per Tender	
13.	DCPR2034 Regulation considered for the proposed commercial offer		

### C. STAGES FOR RELEASE OF PAYMENTS

We agree to release various amounts to the Society/ each member of the Society/Society's Consultants as specified under:

#### a. Hardship Compensation:

- On signing of Redevelopment Agreement 20%
- On vacating premises 25%
- At the time of execution of individual Member Agreements whichever is earlier 55%

The last installment shall be paid at the time of vacating the premises by a single post-dated cheque or as per terms of development agreement.

#### b. Displacement Compensation for temporary accommodation:

Monthly Compensation

- Before vacating premises
  1. Initial 12 months' compensation.
  2. A post-dated cheque, for the next 12 months' period
- Brokerage, Stamp duty & Registration Charges [Refer Sr. No. 4 b]
  - ✓ Before vacating premises...100%
- Shifting Charges [Refer Sr. No. 4]
  - ✓ Before vacating premises...100%

#### c. Professional Fees for Society's Consultants & Other Expenses:

1. Proff. Fees for Project Architect/PMC [Refer Sr. No. 5 b]

- On acceptance of LOI 15%
- On Finalisation of plans 15%
- On signing of Redevelopment Agreement 10%
- Before vacating premises 10%
- For Execution Period of 30 months 50%

(Payable by 55 monthly post-dated cheques to be handed over to the Society on vacating of premises)

Professional Fees of Society's Consultants shall be paid to society & it will be disbursed by Society to the consultants

**2. Reimbursement of other expenses to Society [Refer Sr. No. 5 c)**

- On signing of Redevelopment Agreement 50%
- Before vacating premises 50%

**D. ADDITIONAL AMENITIES/ FACILITIES OFFERED**

We offer to provide the following amenities/ facilities to the Society/ Members (over and above those mentioned in your Tender Document):

Sr. No	Description of Facilities/ Amenities (To be of latest Designs, Specifications and Aesthetics)

\*\*\*NOTE: EACH PAGE TO BE STAMPED AND DULY SIGNED BY AUTHORISED PERSON

