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-TENDER-

FOR

RE-DEVELOPMENT OF
THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.

CTS NO. 3/653 (Part), FORJETT STREET,
ANAND NAGAR, TARDEO, VILLAGE:

MALABAR HILL
MUMBAI (400-026)

(
egd. No. 1440
30th Oct 1956)

TENDER REFERENCE NO/SUBMISSION CODE: TRN/2025-26



HEADWAY
DEVELOPMENT MANAGEMENT LLP



TENDER ID: HWNKPC/SB-CHS LTD/
2025-26

Headway NKPC Consultants LLP
ARCHITECTS / PROJECT MANAGEMENT CONSULTANTS

OFFICE

312, A TO Z INDUSTRIAL ESTATE, GANPATRAO KADAM

MARG, LOWER PAREL, MUMBAI 400 013

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DISCLAIMER

1. This document contains brief information of the proposed re-development of THE SWATANTRA BHAVAN CO-OPERATIVE HOUSING SOCIETY LIMITED ("Tender Document"). The purpose of this Tender Document is to provide information to assist the Tenderer to formulate its bid application. The Tenderer should do its own due diligence and analysis prior to the submission of its offer and check the accuracy, reliability, and completeness of the information in this Tender Document and obtain independent advice.
2. Neither the Society, its Managing Committee, its Members, its employees and/or the PMC and/or the Legal Advisor nor any other persons/entity directly or indirectly connected to the Society makes any representation or warranty or shall have any liability towards any Tenderer or any other person under any Applicable Law, equity, contract or otherwise in respect of the accuracy, adequacy, reliability or completeness of the statements, details, assumptions, assessments, statements, representations and information contained in this Tender Document and/or for any loss, expense, claim, charge, demand, liability, cost, notice, damage, proceedings, suits and/or actions which may arise from or be incurred, suffered, made, taken, adopted or initiated in connection with, arising from or resulting from: (a) the contents of this Tender Document or deemed to form part of this Tender Document or arising in anyway during the tender / selection process or any matter deemed to form part of the Tender Document or the Bid (b) the award of the Project (c) the Project information and any other information supplied by or on behalf of Society or the PMC or otherwise arising in any way from the tender / selection process for the Project or (d) in the event any Tenderer is disqualified / terminated on account of (i) dereliction of duty by its/their own/ sub-contractors/ representatives (ii) breach of contract conditions (iii) consequential / contributory / criminal negligence or for any other reasons whatsoever.
3. Details given below of the Property are indicative in nature and prior to submission of the Bid; all interested Tenderer must conduct their independent diligence on all matters that will affect their proposal for the re-development of the Property / the Project.

4. The Society may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the contents of this Tender Document or revise/modify any part of this Tender Document or scarp the Tender Document in its entirety. Any addendum / corrigendum in this regard shall be issued by the Society in duplicate to each Tenderer and shall form a part of the original Tender Document. The issuance of this Tender Document does not imply that the Society is bound to select a Tenderer or to appoint the shortlisted Tenderer, and the Society shall do so at its sole discretion. The Society does not bind itself to accept the highest bid and reserves the unconditional right to reject any or all of the applications received from Tenderers or postpone the bidding process, without assigning any reason whatsoever. The decision of the Society in this regard shall be final and the Tenderers and/or any other person shall not have any claim against the Society in this regard. The Society also reserves the right to re-negotiate the terms and conditions as well as the bids made by the short-listed Tenderers.
5. Information provided in this Tender Document to the Tenderer is on a wide range of matters, some of which depend upon interpretation of the Applicable Law. The information given herein is not exhaustive of the statutory requirements and should not be regarded as a complete or authoritative statement. The Society accepts no responsibility for the accuracy of such information and/or for any interpretation or opinion of the Applicable Law.
6. The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Society, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain as that of the Tenderer, regardless of the conduct or outcome of the tendering process.

NOTICE OF INVITATION TO TENDER

Notice for inviting the TENDER Documents by THE **SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.** For the proposed redevelopment land bearing CTS No.3/653 (part), Village – Malabar Hill, Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026, along with building/s standing thereon.

Date of Collection of Tender Documents	From _____ to _____ between 10.30 am to 6.00 pm from PMC Office.
Last Date of Submission of Tender Documents	===== up to 6.00 pm in PMC Office.
Date of Opening of Tender	Shall be informed by the Society in a separate communication to the tenderers

A copy of the Tender Invitation is attached as per Annexure-1.

A. INVITATION TO TENDERERS

Tenderers will be shortlisted as the Society deems fit, with weightage being given on experience, track record and financial capability to execute this project. It is expected by the Society that reputed, financially and technically sound developers have developed at least 5 projects of aggregate 5.00 Lacs sq.ft. (Five Lakh sq.ft.) or more area and atleast 2 high rise buildings of over 90 mts., during last 5 years or equivalent Plot area/size shall submit the Tender along with their techno-financial details to the THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD., for Redevelopment of their property bearing CTS No.3/653 (Part), Village - Malabar Hill, Forjett Street, Anand Nagar, Tardeo, Mumbai - 400026 .

It is expected that the selection process will be completed in 6 calendar months from the date of opening of this TENDER document. The Tenderer should submit all documents as detailed in Section 1.4, section 1.5, and Section 1.6 along with certified copies of the last 3 years' Balance Sheet along with the latest photocopy of the assessment copy of Income Tax.

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B. CONTENTS OF THE PROPOSAL

The TENDER documents should demonstrate the Developer's capacity and experience in the construction of new buildings and redeveloped projects. The requested information should be provided in the following sequence:

1. Background, organization details and experience in the field of construction with organogram of the organization, list of completed projects with Full Occupation Certificate., ongoing projects with details.
2. A list of major projects, past and present, of similar nature and scale that are carried out, or are being carried out by your organization. Experience claimed should be limited to the projects for which the organization is legally selected.
3. Financial standing in the market, information about the bankers, joint ventures with other Developers or Builders.

The Tenderer should be prepared to substantiate the credentials claimed by them (as attached with the tender document or otherwise), by providing supporting documentary evidence, if so called upon by THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. anytime during the course of the project.

C. REJECTION OF THE TENDER

1. The Tender may, at the Society's sole discretion without assigning any reason thereof, be treated as invalid / rejected including but not limited to the following reasons-
 - a) Submitted partly or if the Tender is incomplete in any manner;
 - b) The Tender is not accompanied with requisite Earnest Money Deposit;
 - c) If the Tender is unsealed;
 - d) If there are conditions set out in the Tender. Tenderers are advised to avoid putting conditions that are at variance with the terms and conditions stipulated in the Tender. Tenders containing erasures and alterations may, at the Society sole discretion, be liable to be rejected. The tenderer must attest all the corrections.
 - e) If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant and have tendered under different names, without disclosing their connections- in such event, the entire Earnest Money Deposit shall be forfeited.
 - f) The bids do not disclose the full name and address of all its partners in case of a partnership concern, List of Directors / Joint Venture etc. in other cases.
 - g) The Tenderer does not sign every page of the Tender with the seal of the company / firm.
 - h) The Tenderer attempts to contact or influence the Society / Society Managing Committee / Legal Advisor / PMC on any matter relating to the Tender bid, Tender evaluation, Tender comparison or awarding of the

contract.

- i) The Tenderer stipulates a validity period less than what is prescribed in the Tender form.
 - j) If the Developer is found to be related to the Society's Managing Committee / Society Members / PMC / Legal Advisor involved Directly or indirectly or any other mode as per Govt. Directives.
2. Failure to provide information which is essential to evaluate the tenderer's qualification, timely clarification or failure to substantiate the information provided may result in the disqualification of the tenderer/ rejection of the tender, at any stage.
3. Commercial terms offered by the interested Developers will not per se be the only criteria for deciding upon a developer for the Society re-development project. The Society reserves the absolute right to accept or reject any or all bids without being required to assign any reasons for the same and the decision of the Society will be final and binding on all the Tenderers.
4. The Society and the PMC do not bind themselves to accept the highest BID.

D. ACCEPTANCE OF THE TENDER

Tenders shall not be accepted after the hour and the date fixed for closing of the Tender. However, hour and the date fixed for closing of the Tender can be extended by the Society at its sole discretion. The decision of the Society shall be final and binding on all the tenderers. Tenderers should obtain acknowledgment copy with date, time & name of the person receiving the Tender.

E. TENDER OPENING

The Managing Committee will open the Tenders including the submissions, in the presence of the Designated members of the managing committee members of the Society and the representatives of the Developers. The committee will open the envelopes/parcels / packages, to examine whether the Tenders along with required enclosures are complete, and to check if all the documents have been signed properly and to verify that the Tenders are generally in order. Thereafter, the Tenderers/ their representatives will leave the venue. The offers will be kept confidential.

The Tenderers will be short-listed on the basis of their information furnished as per the checklist of the Tender document. The short-listed Tenderer may be invited to revise their offer which will be finalized with the approval of the Society. The final offer given by the selected Developer shall be firm throughout the period of construction and up to the completion of the project in all respects. No variation of any kind shall be entertained of any nature. the offer shall be based on "AS IS WHERE IS BASIS".

F. SELECTION PROCEDURE

On receipt of the 'TENDER DOCUMENTS', the Tenderers will be short-listed on the basis of the information provided or as the Society at its discretion decides. The short-listed Tenderers may be invited to re-define / revise their Techno-financial offer. The Managing Committee of the Society and members of the Society authorized by the Managing Committee / PMC / Legal Advisor may visit the sites of the Tenderer to ascertain the quality of the construction.

G. PRE-QUALIFICATION OF BIDDER/PROMOTER:

The EMD shall be opened first. Any bid submission without EMD may be rejected outright by the society. The Financial Bid of the Tenderer will be opened next to verify the contents. The Tenderer who has fulfilled all the criteria shall be considered first for the evaluation and further scrutiny.

Subsequently, various documents submitted by the Tenderer will be subjected to scrutiny by the Society and its PMC and further acceptability of the same will be decided after getting clarifications, if any, from the Tenderer. If any short fall, vis-à-vis minimum requirement for this work in respect of financial standing qualifications, possession of plant and equipment, past experience of executing similar redevelopment works and their organizational capability shall be considered disqualified and may not be considered for evaluation and scrutiny.

The Society reserves the right to re-consider those Bids which were disqualified due to any short fall of either document or procedural lapses with due permission from the Members in the Special General Body Meeting to re-consider the same.

The Tenderer/Developer/Builder should be reputed in the field of developing high rise and top quality construction of residential / commercial complex and redevelopment works in Mumbai.

Developer/Builder should have a strong track record for timely completion of the works undertaken with customer satisfaction in Mumbai.

Developer should have teams / agencies of qualified and reputed Design and Planning Architects / Liaisoning Architects / Structural Designers / Landscape Consultants / Consultants for Environmental Clearance and all other specialized agencies required for the successful and timely execution of the project.

Note: The above is only illustrative and should not be deemed to exclude any other criteria as may be deemed relevant by the Society, at its sole discretion.

H. FINAL TERMS AS PER REDEVELOPMENT AGREEMENT

Terms & conditions for the redevelopment shall be strictly as per the Development Agreement to be finalized by Society's Advocate / legal consultant. The acceptance of this tender / offer shall not create any right or interest in the Tenderer's favour qua the redevelopment. The right, if any shall only flow from Terms and conditions of duly executed and registered Development Agreement.

Before the execution and registration of the Development Agreement, the society will be entitled to reject any offer of the Tender at any stage. In that case, Earnest Money Deposit will be refunded to such Developer and

the Developer shall not have any claim on the Society including towards the expenses incurred or otherwise

In case of rejection of offer for any reason whatsoever, any other Tenderer will be taken into consideration or new offer will be called for at Society's discretion. The Society reserves the right to add, alter, modify or delete any conditions stated in this tender document.

I. DETAILS OF PROPERTY / CARPET AREA OF UNITS

Property bearing Cadastral Survey No. 3/653 (part) admeasuring 5481.72 Sq.mtrs
(as per Total Station Survey dated 7/11/2025)

of Malabar Cumballa Hill Division in the Registration District of the Island City of

Mumbai as per the Certificate dated 7/11/2025 of _issued by M/s. Mujawar & Associates, Architect (BMC Licensed Architect). The Extract of the Property Register Card in respect of C.S. No. 3/653 shows the area of the property as 2776.70 sq.mtrs out of which an area of 2628.15 sq.mtrs has been acquired under the Slums Act. The Property Card and other Government Records are required to be rectified. According to the society records, lease deed to the society mentions plot area as 9710 sq. yards, from which it appears that the area of 2628.15 sq. m. is acquired under the Slums Act. The society is in physical possession of _5481.72 Sq.mtrs of land as per physical survey. There are 4 buildings/ wings on the said property being Wing A, B, C and D having _ units and _ commercial units as well as _ number of Garages used as Residential and _ no. of garages used as Commercial premises. There is no Occupation Certificate available with the society for the buildings.

It is stated that for the Garages are used and/or assessed as commercial/residential, such members shall have to be provided Permanent Alternate Accommodation in the form of commercial/ residential premises as the case may be.

DOCUMENTS OF THE SOCIETY

The list of documents which are available with the Society are enclosed herewith. If any further documents are required, the Tenderer has to obtain them from the concerned authorities at his own costs and Society will assist the Tenderer by signing necessary forms, applications, letters if any.

Nature of Work	Redevelopment of THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. By utilizing Plot FSI + Incentive FSI (Rehab) + Incentive FSI (sale + Fungible Compensatory as per the provisions of Development Control & Promotion Regulations – 2034. For Greater Mumbai under Regulation 33(9) or any other applicable regulation, to achieve the maximum permissible development potential.
Address of Work	THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026 .
Time for Completion	Not more than 48 Calendar Months from the Vacation Date (36 Months actual construction + 12 months grace period).
Validity of the Offer	The offer shall remain valid for a period of at least 180 calendar days from the date of opening of the Tender. In the event of further rounds of revised bid submissions, the bid validity shall stand extended automatically for a further 180 days from date of submission of revised negotiated offer. However, the validity may be extended by the Society at its discretion.

Earnest Money Deposit

(Interest-free,
refundable to
unsuccessful
Tenderers)

Rs. 25,00,000/-

(Rupees Twenty Five Lakhs Only) (Interest-free) by
Pay Order in favor of the Society i.e. THE
SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD
which shall be deposited within 1 week of the Bid S
ubmission

**Cost of the Tender /Bid
Document**

Rs. 1,00,000/- (Rupees One Lakh only) for each
society to be collected by PMC in PO/DD (non-
refundable) in favor of the Society.

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Tenderers to Note: Details given of the plot and building are indicative in nature and given in good faith and meant only as guidance without any commitment on the part of the Society. The Society makes it clear that the Society is entitled to an area of 9710 sq.yds areas as per Deed of Assignment 8332/1960. However, pursuant to Sub-division of the property bearing Cadastral Survey No. 3/653 the Society is presently in possession of an area of 5481.72 Sq.mtrs as per actual possession. Further as per the above mentioned Architect Certificate the Cadastral Survey No. of the property of the society is 3/653 (part) of Cumballa and Malabar Hill Division in the Registration District and Sub-District of Island City of Mumbai. However, the society takes no responsibility of the above representation and the interested Developers are expected to make their own enquiries on all matters and check and verify all the documents that are related to and may affect the project, at its own costs charges, expenses and consequences, including but without limitation to - Plot area that could be utilized to calculate development potential, reservations, road setback, restrictions on height/ height permissions available via NOC issued by aviation authorities, total FSI already consumed, FSI that can be made available for the re-development project (whether by way of Primary Zonal FSI, Government Premium FSI, TDR, Rehabilitation and/or Sale incentive FSI under any regulation of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (the DCPR 2034) and Fungible Compensatory FSI that can be loaded on the plot). The Society has further states that the society is unable to locate the original Lessors. It shall be the sole responsibility of the interested Developers to locate and deal with the Lessors/Owners of the property and obtain necessary permission/consent from them if any required and/or clear the title of the said society to the said property. The Tenderer shall not be permitted to change its bid stating the reason that the information provided under this tender document is inaccurate or insufficient. Any downward revision or withdrawal of BID shall result in forfeiture of EMD and/or security deposit. In the event of issuance of withdrawal by the Developer, default of any terms and conditions and/or Termination Notice by the Societies, the Societies are entitled to forfeit the Security Deposit. The Society reserves the right to reject any or all offers without assigning any reason whatsoever. The bidder shall not raise any claims against Society and/or the PMC and/or any other consultants appointed by the Society for any discrepancy in such matters.

Required Qualification / Developers Criteria	• At least 5 projects totaling 5.00 lakhs sq.ft. (Five Lakh sq.ft.) or more area under redevelopment / development projects during last 5 years. • The Society at their own discretion may relax/ modify the above. • At least two high-rise buildings of over 90 meters completed in the last five years.
Proof of the Company	Duly attested copy of Registered Partnership deed / Proprietorship / Pvt. Ltd. and or Limited Company incorporated under the Companies Act, 1956 or 2013 should be enclosed with Tender.
Temporary Society Office	The Developer should provide an area of a minimum of 10 ft. × 15 ft. (4nos.) temporary structure to function as Society office for the entire period of Redevelopment. If basement is a must due to planning constraints, then a small flat can be rented for the society in the vicinity of the building shall be given to run the day-to-day activities till the construction of the basement is completed. Additionally, CCTV cameras shall be installed, with live access provided to the Society's Managing Committee.
Tender Purchase Duration	_____ to _____ from 10.30 am to 06.00 pm from PMC Office.
Submission of Tender	At PMCs Office up to _____ between 10.30 am to 06.00 pm.
Procedure of Submission of Tender	Submission of Tender should be in 3 envelope system as mentioned on Page 10 Point No.1.2.
Time, Date and Place for opening of Tender	Shall be informed by the Society/ PMC in a separate communication to the tenderers.

Earnest Money Deposit:

This TENDER document must be submitted along-with a Sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) as Interest Free Earnest Money Deposit [E.M.D.] to the Society, failing which, the Tender shall be rejected. The E.M.D. shall be submitted by way of DD/ Pay Order in favor of THE **SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.** payable at Mumbai. If the tenderer fails to observe or comply with any of the terms and conditions of the Tender, the E.M.D. shall be forfeited. The E.M.D. of the unsuccessful tenderer shall be returned within 30 days of the issuance of the letter of intent in favor of selected developer in the S.G.B.M. of the Society.

When the Tender is accepted and a Developer is selected, the E.M.D. of that Developer shall be retained as the first tranche of the Security Deposit, for the due and committed performance of the Tender and shall be refunded, without interest, as per the terms set out under the Development Agreement.

Forfeiture of Earnest Money:

In addition to any other grounds set out elsewhere in the document, EMD shall be forfeited by the Society on following grounds:

- (a) After submitting the bid, if the Tenderer/bidder/promoter withdraws its offer after the opening of Bid and/or during the period of bid validity or before the issue of Letter of Acceptance of tender, whichever is earlier, then the Society shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit (EMD) along with the interest accrued on the same, without giving any prior notice.
- (b) The Developer cannot withdraw the bid offer once submitted till the validity of the bid offer and/or post shortlisting of the 3 (three) bidders and/or any time after its selection as the most preferred Developer in the General Body of the Society.
- (c) If the Developer reduces its offer without the Society requesting to do so.
- (d) The Society shall be entitled to terminate the successful bidder who fails to fulfill the terms and conditions of the Memorandum of Understanding, Contract, Development Agreement, furnish the prescribed performance guarantee within the prescribed period, fails to commence the work specified in the tender document (along with changes in scope, if any) in the prescribed time or abandons the work/supply before its completion.

The Tender Document once issued to the Developer shall not be transferred or assigned to any third party by the Developer. No Brokers or Sub-agents shall be entertained.

The Developer shall be selected in accordance with guideline of 79(A) of the MCS Act and the joint decisions taken by THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.

Notwithstanding anything contained herein, this tender/bid is not a concluded contract between the Society and developer with respect to the redevelopment of the Society property unless and until a Redevelopment Agreement of the form and content accepted by the Society is executed and registered between the Society and selected developer.

All three parts of the tender comprise of a composite document and acceptance of any one part or act of responding to the tender shall mean that the developer has read all the three parts of the tender and agreed to abide by the terms, conditions and stipulations of tender in entirety.

Commercial terms offered by the interested Developers will not per se be the only criteria for deciding upon a developer for the Society re-development project. The Society reserves the absolute right to accept or reject any or all offers without being required to assign any reasons for the same.

The submission of an offer to the Society does not create / should not be construed as creating any rights- development or otherwise- in favor of the interested Developers.

In the event of the Society short-listing a developer as it deems appropriate for taking up the proposed re-development project, any such short-listing or subsequent selection shall only be in the course of negotiations, and the final terms of development acceptable to the Society will be covered in a detailed Development Agreement (the DA) that will be drawn up by the Society, and only on execution of a Development Agreement by the Society and of the form and content acceptable and agreed to by the Society will development rights be granted to the selected developer- until the execution of such Development Agreement, any exchange of documents/ correspondence with any developer, or any expenses that may be incurred or generally any acts done by any developer shall not be construed as the Society having granted any rights to any developer, and shall be treated in the course of negotiations.

The Society reserves the right, at its sole discretion, to issue any corrigendum and / or addendum clarifying any clause/s or document/s or terms and conditions, in the tender document. Any such addenda / corrigenda shall become integral part of the original tender document.

The Society reserves the right to invite, without assigning any reasons whatsoever, additional Bids at any point in future till final Developer is selected, and without any liability to the Society, its members, its Managing Committee, its PMC, and its consultants.

The Society reserves the right to rebid or temporarily stop proceeding with the proposed redevelopment before Developer is finalized without assigning any reasons whatsoever, and without any liability to the Society, its members, its Managing Committee, its PMC, and its consultants.

Issuance of Tender:

The Tender Document is available from the PMC's office on payment of fees (non-refundable) of Rs.

1,00,000/- = (Rupees One Lakh Only) in favor of Society from _____ to _____.

Timing for the issue of the Tender Documents: 10:30 am to 06:00 pm.

Submission of Tender:

Duly filled, sealed Tender Documents shall be submitted to the PMC's office on or before

up to 6.00 pm in 3 sealed envelopes systems consisting of

- A) Technical Bid
- B) Financial offer
- C) Earnest Money Deposit

Timing for the submission of the Tender Documents: 10:30 am to 06:00 pm, at the PMC's office.

Clarifications on the Tender:

The tenderers can contact the PMC on the below-mentioned contact numbers to seek any clarifications on the tender.

Contact Person:

Jinay Danki (PMC) Phone No. +91 9870985005 / Avhirup: +91 9538161711
Shreyas Gawde (PMC) Phone No. 9930420506

Opening of Tender:

The Tenderers shall be informed of the date of opening of Tender via a separate communication by the Society. The Tender shall be opened in the Society in presence of the designated members of the managing committee members of the Society and all the submissions and enclosures will be checked. Representatives of Tenderers can attend the opening.

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PART 1

SECTION 1: GENERAL INSTRUCTIONS TO TENDERER

1. General Direction to the TENDERER

The Tenderer shall be deemed to have carefully studied and satisfied itself by actual inspection, verification and due diligence of the site and locality regarding the site conditions, topography of the land, local conditions, neighboring Society and establishments including schools, FSI permissible, drawings, existing building plans and its approvals along with proforma, location of existing Plot, its area in possession, existing structures on the plot, right of way, road set back, plot boundary as per records & on-site plot boundary etc. and physically inspected the site of the work and they shall be deemed to have taken all these factors into account while submitting the offer and giving the quote. They will carry out the work strictly as per Society requirements in consultation with the Society Consultant's (Architect / Project Management Consultant (PMC)) and follow the methodology, specifications and conditions. The information given in this BID Documents is given in good faith and meant only as guidance. However, it is the responsibility of the TENDERER to check and verify the same prior to submission of BID.

1.1 Manner of Submission of BID

The duly completed 'TENDER DOCUMENTS' should be submitted in 1 big, sealed envelope captioned "BID/Offer - Redevelopment of **THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.** and containing 3 separate small, sealed envelopes. The 3 separate small, sealed envelopes should have the captions, and shall contain documents, as follows:

- a. Technical Bid : - Envelope 1
- b. The Financial offer for the Redevelopment : - Envelope 2
- c. E.M.D. by Pay Order/DD of Rs 25,00,000/- /- : - Envelope 3
(Rupees Twenty Five Lakhs Only) in favor of the society i.e.

THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.

The name of the project shall be clearly written in bold capital lettering on each envelope along with the respective BIDs. The name and address of the TENDERER shall be written on the bottom left-hand corner of the envelope. The tenderer should read all the documents and papers thoroughly and all the pages of the bid including enclosures have to be stamped and signed with permanent ink. The tenderer should also sign each and every page of the pro-forma / an Annexures as are enclosed certifying the acceptance of all terms & conditions.

1.2 Interpretation

The words 'BID' and 'TENDERER' wherever they appear in these documents will be considered synonymous to the BID' and 'TENDERER' respectively, unless such an interpretation is out of context. Similarly, 'BID papers' will mean 'BID documents'

and / or 'tender documents. After opening of the tender/bid document, the TENDERER or TENDERERS will also mean Developer/bidder/promoter.

1.3 Documents Comprising the BID

Envelope No.1 – 'Technical BID' should include:

- a. Covering letter for submission of offer on company's letterhead, the format to be as per given in the BID Document as mentioned under Part-3 - with the list of all documents enclosed.
- b. Details of:
 1. Details of Developer (as per Proforma 'A')
 2. Details of work of new development and redevelopment of similar type and scale in last 5 years with supporting documents from work awarding authority alongwith details of Architects, Engineers, Contractors, Advocates & Solicitors engaged in such project (completed as well as under construction/tender for) (proforma B')
 3. Financial status of the Developer (proforma 'C')
 4. Details of Banker (proforma 'D')
 5. Litigation History including any criminal case registered against any director/partner (proforma 'E')
 6. Information about Joint Ventures (proforma 'F')
 7. Declaration for site visit (proforma 'G')
- c. The copies of certificates / documents:
 1. Income tax Returns with Audited Balance Sheet and Profit and Loss Account for last three financial years. (attested by CA)
 2. Latest Solvency Certificates from Nationalized/Scheduled Bank
 3. Net worth Certificate
 4. Registration certificate of GST
 5. Copies of GST returns filed with the authorities for the last financial year / current financial period
 6. Personal Balance Sheet & Three Months Income of Individual Partners / Directors for Last Three Years.
 7. Permanent Account Number of the Company & certificate thereof
 8. Registration with Registrar of Companies/Registrar of Firms (if any) & certificate thereof
 9. Memorandum and Articles of Association (MOA) & (AOA) for limited company
 10. Partnership Deed for Partnership Company (if applicable)
 11. Resolutions and Power of Attorney
 12. Registration no. with registrar of partnership firms (Maharashtra State)
 13. Detailed strength of Labour/Machinery/Associate Contractors and Suppliers with the bidder/promoter.
 14. Three Years Audited Financial Statement i.e., 31st March 2023, 31st March 2024 & 31st March 2025 along with Schedule and Groupings.
 15. Tax Audited Report U/S 44AB Of Income Tax Act, 1961 (If Applicable).
 16. Computation Of Income along with the copies of Income Tax Returns for the last 3 Years ended as on 31st March 2023, 31st March 2024 & 31st March 2025.
 17. Provisional Balance Sheet & Profit & Loss Account for this year As On 31st March 2023. Along with the Provision Financial Documents of last Three Months.
 18. Calculation Of Financial Ratio Like:
 - (i) Current Assets Ratio
 - (ii) Liquid Ratio

- (iii) Debt Equity Ratio
- (iv) Gross Profit Ratio

d. Organization chart showing the structure of the company including name and position of Proprietor/Partners/Directors and key personnel.

1.4 Envelope No.2 – Details of Offer:

Envelope No.2 - 'FINANCIAL BID' should include:

- 1) Complete set of BID documents along with other documents (except those submitted with the Technical BID above in envelope 1) issued for the work duly filled in by giving the offer for the redevelopment works, seal and initial on each page and signed by the TENDERER at the prescribed places in the BID document.
This envelope shall contain the financial proposal and shall be submitted in the prescribed form of Offer (Under Section 7, Page no __)
- 2) Specifications and amenities list proposed to be provided (Minimum specifications and amenities list is attached with Bid Document (under section 6 pg. No __).

1.5 Envelope No.3 – E.M.D.

Earnest Money Deposit in Proper Form by way of Pay Order/Demand Draft of any Nationalized/ Scheduled Bank in favour of THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. Payable at Mumbai.

1.6 Presentation

Only the Short-listed TENDERERS will be requested to make presentation of their proposal before the Society for better understanding and appreciation and shall contain the following details:

- 1) Details of cash flow for the Project and Cost evaluation data.
- 2) Description of the project proposals to be adopted including a few preliminary layouts and General Arrangement Drawings, Methodology of the construction of the project including quality control management. [The booklet of detailed drawings in A2 size explaining scheme / plan / design, drawing] schedules for execution of project, including General layout and full details of sale-able component of work.
- 3) Drawings, plans, sketches, “color images” and “3d elevation” of proposed building.
- 4) Any other relevant technical details

1.7 Opening and Evaluation of Bid Proposals

The information submitted by the Developers in envelopes will be opened before the Managing committee members of all the Society and further scrutinized by the PMC as per the bidding process. The Technical bid will be opened first and evaluated by the Society MC and the PMC. No communication or advice of any change in offer or any other terms and conditions after the opening of the tender will be entertained by the Society unless negotiated by and between the Society and Tenderer. Basic

guideline for evaluation will be as under which is just to help the Tenderer to give just and fair offer in the Tender. Please note that these are mere guidelines to be followed and not the exact rules and method for evaluation. The Society reserves the right to change the same without any notice or recourse to the Tenderer.

The financial bid of only those tenderers who are qualified as per the criteria set for the technical qualification will be opened.

a) Evaluation of Envelope No.1:-

The technical bid in the envelope 1 will be evaluated to determine if all the necessary compliances as required in the tender are duly filled with all the necessary information along with all the required documents.

b) Evaluation of Envelope No.2 :-

The evaluation of proposal will be done having regard to the following:

- Superior specifications offered by Developer than proposed herein.

1. Additional carpet area over and above the existing members carpet area and amenities to be offered.

▪ Hardship Compensation over and above the minimum hardship compensation mentioned in the bid document.

- Displacement Compensation plus brokerage plus transportation charges
- Ability, willingness and confirmation by Developer in writing about resolving plot area, mutation and Land title related issues

▪ Suitable marking system will be adopted by the Managing Committee for this purpose at its discretion. Short listed TENDERER will be requested to make the presentation of their proposals before the Managing Committee / Society.

c) Evaluation of Envelope No.3 :-

The EMD will be scrutinized for the validity and correctness of the information therein.

Evaluation of the presentations made by the TENDERERS:

The offer of Developer most beneficial to the Society shall be considered for taking forward the negotiations, culminating in a Development Agreement of the form and content acceptable to the Society. Due weightage will be given to additional area that will be offered free of all costs to Members and the quantum of various payment to the Members/ Society, including without limitation, Hardship Compensation, Rental Compensation, etc. It is further made clear that the Society shall have the unquestionable right to shortlist the Developers and to negotiate with such short-listed Developers before determining the successful tenderer.

1.8 Acceptance of BID

BIDs shall not be accepted after the hour and date fixed for closing the BIDs. The TENDERER cannot take any kind of action against the Society and/or raise any claims against the Society for rejection of their BIDs. The Society reserves the right to accept/reject all/any offers without assigning any reason. The decision of the Society will be final and binding on all. Acceptance of the bid will be subject to the utmost satisfaction of the members of the Society. It is further made clear that the Society shall have the unquestionable right to shortlist the Tenderer/bidder/promoter and to negotiate with such short-listed Tenderer/bidder/promoter before determining

the successful Tenderer/bidder/promoter. Acceptance of BID does not mean the award of Tender Work unless and until the formal Development Agreement is executed and registered by and between the successful bidder/promoter and the Society.

1.9 Validity of Offer

The BID shall remain valid for the minimum period of 180 days from the date of opening of the BID, unless extended by the Society, at its sole discretion. Provided that the bid shall stand automatically extended from last date of submission of revised bid, if any.

1.10 Cost of BIDDING

All costs pertaining to the above shall be borne by the tenderers directly and no compensation will be provided by the Society for the same.

1.11 Offer

On opening of Technical BID, Developers will be short-listed on the basis of their information obtained as per checklist. The short-listed Developers may be called for discussion. The final offer given by the Developer shall be firm and valid throughout the period of construction including extended period if any. No variation of any kind shall be entertained; the offer shall be based on 'as is where is basis'.

1.12 Withdrawal of BID

TENDERER cannot withdraw the BID once submitted till the validity of BID. Withdrawal of the bid may result in forfeiture of the EMD, along with the interest accrued on it.

1.13 Omission and Discrepancies

The TENDERER shall check the BID documents and if any page/pages is/are missing or duplicate or indistinct, the same shall be brought to the notice of Society and rectified before submission of the BID. The TENDERER should not take advantage of any misinterpretation of the conditions due to typing or any other error/omission. Should the TENDERER find any discrepancies in, or omission from the BID documents or should be in doubt as to their meaning, he should at once notify the Society who may send a written instruction to all TENDERER. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the BID and successful TENDERER ensure and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

1.14 Details of the Company

The Tenderer / Developers is asked to furnish all the information about the Company along with the details of all directors/partners/proprietor along with the Firms registered address separately as an annexure.

1.15 Change in Constitution

The TENDERER shall not be entitled to carry out any changes in the constitution of company or Firm or Company i.e. change of partner/s, change of shareholding patterns, change of address or any other changes in the constitution of company during the course of the project and till the completion of all the contractual obligations as per the development agreement.

1.16 BID Opening

The Society's Managing Committee and the Architect/PMC will open the bids, including all submissions, in the presence of the Society members. The PMC/MC will then open all envelopes, parcels, and packages to verify whether the bids are complete, the documents are duly signed, and the submissions are in proper order.

1.17 Process to be Confidential

After the opening of BIDs, information relating to the examination and comparison of BIDs and recommendation concerning the award of contract shall not be disclosed to the TENDERERS or other persons not officially concerned with such process until the award of the contract to the successful TENDERER has been announced.

Canvassing in any form of the BID shall lead to disqualification of the TENDERER.

1.18 Transfer of BID Documents

Transfer of BID documents issued to one TENDERER to another is prohibited.

1.19 Private and Confidential

The TENDERER, irrespective of whether he submits the BID or not, shall consider the details of BID documents as private and confidential.

1.20 Signing Authority

The BID documents to be signed as follows: -

a) In case of Partnership firm, each partner shall sign the BID.

b) In case of Limited Company, BID documents shall be signed by a duly authorized director in support of the same shall be given along with the certified copy of the board resolution and the same should form the part of the Technical Bid.

A power of attorney holder i.e. the constituted attorney of the firm/company signing the tender documents shall not be permissible and shall be liable to rejection by the Society.

1.21 Return of Untendered BID Documents

The TENDERERS are requested to return the un-tendered BID documents on or before the submission date.

1.22 Addendum / Corrigendum with society's approval

Prior to the date of opening of the BID, the Society may issue Addendum / Corrigendum to clarify documents or to reflect modifications in the design or terms and conditions of the BID documents. Each Addendum / Corrigendum will be issued in duplicate to each TENDERER and TENDERER shall submit the same as instructed herein. These Addendum / Corrigenda shall become part of the original BID Document.

PART 1

SECTION 2: ADDITIONAL INSTRUCTIONS TO TENDERER

2.1 Proposal:

The proposed scheme is for redevelopment of the existing property (land & buildings) of the Society by demolishing the existing old buildings and constructing new buildings & simultaneously putting infrastructure in their place, which new building shall comprise inter alia of the new flats/units and parking spaces of the Society-members and the Developer's flats/units available for sale. Existing members of the Society must be first rehabilitated in the new flats / units prior to possession of the Developer's flats being handed over to the purchasers thereof. post procurement of the full OC for the project such purchasers shall be admitted as members of the Society. Existing members who own the Commercial/Retail units/Garages being used as commercial/residential units shall also be shifted by paying temporary displacement compensation but handed over possession with part O.C. at the earliest possible timeline.. Members who own 2 or more flats shall be given the option of Jodi flats or flats next to each other. All members including members holding garages shall be entitled to residential/ commercial premises (as the case may be) in lieu of the existing premises. All costs of the project right from the commencement to handing over the entire redeveloped property back to the Society is to be borne by the Developer, including hardship compensation, GST of complete Rehab area, Stamp duty & Registrations fees of the project, direct or indirect taxes, including (without limitation) on Permanent alternate accommodation agreements with the members as well as development agreement with the society & registration of POA, payments of municipal taxes, etc.

2.2 Development Guidelines:

The Developer will have to build new buildings to accommodate existing members & sale tenements. The layout of new building of the rehab component and of the saleable component will be as per the layout approved by the Society. The successful TENDERER shall not be allowed to put his/its prospective buyers in possession of their respective flats / units until all the members of the Society are put in possession of their new flats / units as per the terms and conditions that will be mentioned in the development agreement to be entered into between the successful TENDERER and the Society.

The Developer shall, in his bid offer layout options for the proposed development of the Society premises under any scheme of DCPR 2034. The Society shall select the layout to be finally adopted by the Developer from the layout options offered by him. The final decision of selecting the layout of new buildings will be entirely at the discretion of the Society.

The Society also proposes to engage its own legal advisor, PMC and any other consultant, as maybe required during the redevelopment project, for advising it through the Managing Committee on relevant matters to facilitate approval to the proposals of Developer at various stages. The expenses of these experts, incurred by the Society before issuance of Letter of Intent will be reimbursed by the Developer to the Society and payments to these expert's post issuance of Letter of Intent will be paid by the Developer to the Society as per the milestones agreed with the Developer. The Developer shall have to work in close co-ordination with these advisors to avoid delay and get appropriate proposals prepared from his own team

of consultants/ advisors accordingly to save time. The work will have to be carried out as per specifications, design criteria and other stipulations in this BID Document and as would be indicated in the agreement / acceptance document. The successful TENDERER must not transfer his / rights, duties and obligations which accrue to him / it under the Agreement with the Society, either by transfer, assignment, release, J.V. (Joint Venture) and/or SPV (Special Purpose/Project Vehicle.) or change in partners / Directors.

The project site includes a hilly terrain area which shall be designed and constructed with strict adherence to all applicable structural, geotechnical, and seismic safety standards. The Developer shall engage qualified Structural Engineers and Geotechnical Consultants to conduct detailed soil investigations, slope-stability assessments, and contour analysis prior to commencement of work. All excavation, retaining structures, foundations, and load-bearing elements shall be executed using approved engineering practices to ensure long-term stability of the hillside portion. The entire development shall comply with IS Codes related to earthquake-resistant design, including IS 1893 and IS 13920 (as amended). The Developer shall implement all required slope-protection measures, such as retaining walls, soil nailing, rock bolting, shotcreting, drainage layers, and any additional methods recommended by the appointed experts. Adequate surface-water and sub-soil drainage systems shall be provided to prevent soil erosion, waterlogging, and structural distress. The Developer shall be fully responsible for ensuring structural safety, durability, and stability of all constructions in the hilly area and shall indemnify the Society against any future issues arising from improper design, inadequate engineering, or substandard execution

Defect Liability - The Defect Liability for all works, including structural, civil, MEP, waterproofing, finishing, common areas, and all amenities, shall solely rest with the Developer. Under no circumstances shall the Developer shift or transfer this responsibility to any contractor, consultant, or sub-agency appointed by them. Any defects, deficiencies, leakages, structural concerns, or issues raised by the Society or its members during the Defect Liability Period shall be fully rectified by the Developer at their own cost and within the stipulated timelines. The Developer shall remain fully responsible and accountable for addressing and resolving all Society-related complaints, ensuring long-term quality, stability, and proper functioning of all delivered works, as long as the said defect is due to the Developers/Contractors faulty workmanship or material.

Prior to handing over possession of the flats to the Society and its members, the Developer shall submit a written Declaration confirming that all construction works, structural elements, internal and external modifications, amenities, services, and common areas have been carried out strictly in accordance with applicable laws, sanctioned plans, and all approvals issued by the BMC and relevant statutory authorities. The Developer shall further certify that no part of the work is unauthorized, non-compliant, or pending regularization, and that no action, penalty, or litigation is likely to arise in the future due to any deviation, illegality, or non-approval. The Developer shall remain solely responsible for any such legal or financial consequences, if they arise at any stage, even after possession is granted.

The Developer shall obtain at his cost the necessary approvals from all relevant authorities for plans and designs prepared by him / it with the approval of the Society and for the various utilities to be provided in the Project including without limitation elevators, electric power supply, water supply, sanitary arrangements, fire-fighting requirements. Even after obtaining approval to the plans, estimates and specifications from the required authorities, the Developer shall be solely and fully responsible to ensure that the plans, design and construction of the project will conform to the legal requirements, the specifications and sound engineering practices.

The decisions of the Society on all matter pertaining to this project including scrutiny of designs, supervision of works, quality control etc. during the project shall be binding on the Developer.

2.3 Developers Responsibilities: -

- a. The specifications enclosed in BID Document are minimum for scope of the project. The Developer has discretion only to improve the specifications while submitting his offer. The specifications, common amenities and internal amenities to be provided in members' flats, as annexed to this bid are only indicative in nature and due weightage will be given to better/ additional amenities offered by tenderers- the Society shall negotiate on the same. The Developer shall demolish the existing structures after issuance of full IOD & on compliances of all other statutory requirement from concerned departments & authorities at relevant time as per agreed schedule and as directed by the Managing Committee and clear the site at its own cost. The status on the approval of the drawings approved by the Managing committees of the Society and submitted by the Developer to BMC or other concerned authorities shall be communicated by the developer to Society from time to time.
- b. Upon appointment of the Developer and commencement of redevelopment activities at the site, the Developer shall bear full responsibility and liability for any unfortunate incident, accident, or mishap occurring at the project site during the course of the redevelopment work and obtain and always keep valid all necessary Insurances, Labour Law compliances, BOCW and requirements. The Society and its members shall not be held liable in any manner for such incidents. The Developer shall ensure all necessary safety measures, insurances, and compliances are in place to safeguard workers, visitors, and property throughout the redevelopment period.
- c. The Developer shall at its own cost clear the title of the Society to the said property including by obtaining Conveyance and/or necessary NOC/consent, if any required from the Owner/Lessor as also getting clarity on the area and Cadastral Survey No. of the property.
- d. The Developer shall carry out changes in the Revenue and other Government Record to reflect the name of the Society and the correct area of the said property within 3 months of appointment and along with or before the execution of the Development Agreement.
- e. Developer shall obtain at its own cost all required NOC other licenses / approvals / permissions etc. and comply with all the requisite conditions as mentioned in those. It is the responsibility of the Developer to adhere to all conditions of NOC / Contract and Developer shall indemnify the Managing

Committees and the members of the Society in this regard.

- f. Final approved drawings and As-Built drawings duly approved by the competent authority of the structures should be submitted to the Managing Committee by the Developer in Hard copy and soft copy.
- g. The Developer shall enter into a Permanent alternate accommodation agreement with each member of the Society in addition to the agreement with the Society for the redevelopment stating the actual carpet area to be provided and the Developer agrees to bear all expenses like, stamp duty, registration, GST, direct/indirect taxes, etc. and any other taxes as applicable from time to time.
- h. The Society have appointed M/s. Headway NKPC Consultants LLP as Architects/PMC to prepare the Project Report, Feasibility Report and preparation of Tender Documents, Inviting Tender Bids from reputed Developers. Preparation of comparative data of Tender Bids received from Developers. Assisting the Society giving feedback about the Developers credentials and also about their accomplishments.
- i. The Society has appointed Markand Gandhi & Co. as their legal advisors on legal matters pertaining to the redevelopment project.
- j. The Developer shall conduct a site visit of the said property to determine the exact site dimension and obtain the necessary additional documents if required at his own cost to prepare the necessary financial feasibility and timelines.
- k. Even if a bid is accepted by the Society, the same will only be in the course of negotiations- it being clearly understood and agreed by the Tenderers that it shall only be on execution and registration of a Development Agreement of the form and content accepted by the Society, that rights of redevelopment shall be granted to the successful bidder. Until the execution and registration of such Development Agreement, any expenses incurred, documents exchanged, or acts done by any tenderer (including any successful bidder) shall only be in the course of negotiations and the same shall not be constructed as having granted any rights by the Society to such bidder and such bidder shall not have rights to raise any sort of claim against the Society in any manner whatsoever.
- l. The Successful TENDERER shall be responsible for completing all the legal formalities before the start of the work. The Society shall be at liberty to incorporate in the Agreement to be executed between the parties, appropriate and / or adequate terms and conditions with a view to protect its interests.
- m. The work shall not be considered as completed unless all the construction activities are completed to the satisfaction of the Society and certified by the PMC. The Developer shall also submit the unconditional and final occupation certificate to the Society.
- n. Any Cost escalation during the entire lifecycle of the project shall be borne by the developer without any downward revision to commercial terms agreed with the Society.

The successful bidder/promoter shall obtain the Vacation Approvals (as defined hereinunder) within 9 Months from the date of sign, seal and execution of the Development Agreement, duly stamped and registered. On the receipt of Vacation Approvals, the successful bidder/promoter shall give the 2

Month's "Vacation Notice" to the Society/s for finding the alternate accommodation and handing over the vacant and peaceful possession of Society/s Property for Redevelopment.

p. The Developer shall complete all the above said work within the time frame of 36 months plus a grace period of 12 months from the Vacation Date (as defined hereinunder) otherwise liquidated damages will be charged or other action shall be taken as may be decided by the Society, at the risk, costs and consequences of the Developer.

q. The capital gains tax payable (if any) by members beyond 36 months will be paid/ reimbursed by the developer.

r. Developer shall confirm to the provisions of all Act of Legislature, relating to the works and/or the Rules and Regulations and by-laws of any Authority.

s. The Developer shall fully investigate the title of the Society to its Property and feasibility of the project before submission of the bid and the execution of the development agreement and confirm that the Developer is fully and completely satisfied with the same. The Developer shall not be entitled to raise any claims, damages, losses, retract from the bid submitted/ accepted or take any legal action in regard to the same.

t. The Developer shall purchase the entire FSI for consumption /utilization thereof in the name of the Society and the Developer shall also get sanction and approval of the plans, procure full IOD/IOA, commencement certificate, completion certificate, full occupation certificate thereof from concerned government authority etc. and all other statutory authorities as and when needed and the cost and expenses for the same shall borne and paid solely by the Developer.

u. The Developer shall procure full IOD / IOA, as the case maybe, along with purchasing and loading 100% FSI obtaining full permissible Purchasable FSI, including fungible compensatory FSI in the name of the Society.

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

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

x. The residential flats in the new building(s) shall not be used or not allowed to be used for running any clinics, coaching classes, hotels, hospitals, nursing homes. Further, no commercial hoardings, advertisements, mobile towers etc. shall be installed in the New Building(s) other than the Developers Signage, Logo, hording, display boards (illuminated or not illuminated), etc., as per the norms of the Competent Authority. The Developer shall put this obligation on all the purchasers in their agreement for sale.

y. The developer shall not sell the commercial premises to coaching classes, beauty parlor, butcher house, meat shops, boarding houses, clinic, hospital, slaughterhouses, massage parlor/spa, beer bar, chemical manufacturing units or storage, spa, club including social club, auto repair shop, cloud kitchen, liquor store, grocery store, dairy/milk store, manufacturing any article and must include the condition in the Sales Agreement further restricting the purchaser/s from making such use of the premises in the future. The commercial premises and residential premises must have separate dedicated entry, exit, lifts, staircase, parking area, water tank and water meter etc.

z. The Developer shall bear all expenses and obtain new electric connections for the new building (including the flats therein) from the BEST/ TATA/ ADANI Authority or any other equivalent authority. The stamp duty, registration charges or any other expenses that will have to be paid on agreement or any other deed or document or writing which will be executed in pursuance of this transaction shall be borne and paid by the Developer alone. The lease agreement of electrical substation, if any shall be in the name of the Society.

a. Incidentals and all out-of-pocket expenses for approval of the proposed plans and amended plans and for carrying out all other Municipal formalities are to be paid by the Developer as and when required. Cost of purchase of entire FSI, fungible FSI, open space deficiency, its brokerage, taxes, stamp duty, GST, etc. and other incidental charges thereto are to be borne and paid by the Developer.

b. Developer will pay the deposits and the applicable charges for uninstallation and installation of the Mahanagar Gas Limited, electrical connection, water and drainage connections of the BEST/TATA / Reliance / BMC and other statutory bodies, if any.

c. The expenses towards obtaining the Airport Authority of India ("AAI") NOC, if any shall be paid and borne by the Developer. The Developer must obtain the AAI NOC within 6 months from the date of MOU/DA.

d. The Developer shall make all arrangements at his own cost, expenses, efforts and consequences for safety and security measures and take insurance and all precautions against loss, damages from accidents of his plant equipment, material, constructed/under construction structures and the staff working on the project as also the entire site as directed by the Society. The Developer shall take all the necessary precautions to safeguard the life and property of the members of the Society and the third parties during the period of the entire project. The Developer will insure life of the entire workmen, who would be engaged by the Developer or his agency/sub-contractor/nominee and the material which will be used for the construction of the new buildings.

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e. In the event of discovery by the Developer or his employees during the progress of the work of any treasure, fossils, minerals, or any other article of value or interest, the Developer shall immediately intimate the managing committee of the Society about such treasure or things which shall be the property of the Society. The Developer shall not be entitled to raise any claims or rights on such discovered property.

f. The Society in consultation with the PMC shall check foundation, water proofing and every slab casted for quality and only upon certificate from the Society to that effect, the slab shall be considered completed without any defect. In the event of any defect or deficiency as intimated by the PMC, the Developer shall be liable to repair or rectify the same.

g. The Developer shall ensure that external outlook/ elevations/appearance finishes of all buildings (Rehab & Saleable) should be the same and there shall be no exceptions to these conditions. The Developer shall strictly construct the building as per the list of amenities and the specifications given in the tender and the Redevelopment Agreement. The minimum expected specifications and amenities are given in this Tender Document. Under no circumstances shall the specifications and amenities be less than given in this Tender Document. The Society will take note of those bids which provide additional or further or better amenities and specifications than those given in this Tender Document, and the bidders who desire to do so should give a description of the same along with this Tender Document. The developer shall bear the cost of these extra/ better amenities, and the Society or its Members shall not be required to compensate/reimburse the Developer for the same. In the event the developer provides additional amenities over and above the amenities prescribed in the Tender to his Sale Flats then the said amenities should also be provided to the Existing Members Flats. There should not be any discrimination between the amenities of Existing Members Flats and Free Sale Flats including the common areas and the elevation features.

h. The Developer shall provide a temporary office of size 3.05m x 5 m with proper partitions etc. at suitable location for the use of Society' field staff and a separate office for consultants, free of cost on the site of work. The office shall be provided with all amenities, furniture, fixtures and fittings etc. required for a good office.

i. The Developer shall be liable to compensate the member of the Society in case of any variation in the plan from the agreed upon area as per finally accepted bid and the actual constructed area from approved plan. The variation in the carpet area measurements, carried out after plastering of the walls in completed, cannot be more than +/-2 percent in the new flat. No variation in the planning will be permitted for any reason whatsoever. In the event if any excess area is found in the new flats/new shop, then in such an eventuality, the concerned member shall not be liable to compensate to the Developer in any manner whatsoever.

j. The Developer hereby indemnifies and keeps indemnified and saved harmless the Society and its existing Members and committee members against any breach in compliance with the terms and conditions of the development agreement and/or the sanctioned plans and the IOD/IOA, CC and OC issued by the statutory authority; the DCPR 2034; the provisions of the Maharashtra Regional Town Planning Act, 1966 and the rules made thereunder; the Labour Law and the Municipal Law and the law governing Direct & Indirect Tax liability of the Developer, non-observance of the prevailing laws, rules and regulations and against all lawful claims, demand, legal action, suit, complaint, prosecution, or other legal proceedings in respect thereof, or arising therefrom, or connected therewith or in any way incidental thereto and

for all costs, charges and expenses in respect thereof or pertaining thereto, to the extent of the loss that may be suffered by the Society and/or its existing Members and/or committee member. In case the Developer does not obtain the full OC it shall be deemed to be deficiency of service on the part of the Developer.

k. The Developer should intimate the Society about procurement of the full OC, subsequent to which the Society will have a right to inspect the completed new premises and amenities. Upon completion of the inspection, the Society will issue confirmation that the new building is completed as per the provisions of the development agreement and building construction norms/laws.

l. The Developer shall take written undertaking from its purchasers/ lessee/tenant/licensee that they shall not use the premises (residential and / or commercial) sold/ allotted/ leased/rented/ licensed by the Developers for purposes detailed hereinunder or any such activities which may cause disturbance, nuisance annoyance or disturb peaceful environment of the Society or its members or is illegal, immoral or unlawful in purpose.

m. The successful tenderer / Developer / promoter shall have to register the project of redevelopment of the Society with MAHARERA at his own costs, charges, expenses and effort. Though the Society may fall under the definition of Co-Promoter of the Project, all the obligations, responsibilities and liabilities cast upon the Co-promoters under MahaRERA, shall be summarily transferred on the successful Tenderer/ Promoter / Developer only. Further successful tenderer/ Developer /promoter have to furnish the Indemnity Bond with effect to the same and shall indemnify the Society / Co-promoter of the redevelopment project and take all the responsibilities of the Co-Promoter / Society as if those were casted upon him and are his own obligations and responsibilities. And by agreeing, affirming to and taking all these obligations, responsibilities and liabilities cast upon the Co-promoters under MahaRERA, successful tenderer / Developer /promoter shall not ask for any money / cost / expenses / incidental expenses thereto and any sort of reimbursement either in terms of cash or kind. This Clause shall be treated as the non-negotiable term and shall be part of the development agreement. The Society shall not be called upon to execute any agreement for sale under the MahaRERA.

n. The Developer shall not allow any encroachment on the premises of the Society. It shall be responsibility of the Developer to ensure complete safety of the premises.

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

p. The displacement compensation should also not be stopped under any circumstances till the Developer offers to handover the new flats/units to existing members and receipt of full OC.

PART 1
SECTION 3

PROFORMA FOR DEVELOPERS/TENDERERS DETAILS

PROFORMA A : THE CREDENTIALS OF THE ORGANISATION / DEVELOPER

a) Name and Address of the Organization:

i) Registered Address

ii) Administrative office

iii) Branch office (if any)

iv) Telephone Nos.

v) Email Id.

vi) Website URL

b) Nature of the Organization:

(Whether Proprietary/Partnership/Pvt. Ltd./Public Ltd./SPV)

(# Photocopy of Company Registration Certificate along with list of current Directors, ROC certificate mentioning the charges on the assets of the company and M.O.A, Incorporation Certificate to be submitted) (# If Partnership Firm, then a photocopy of Partnership Deed to be submitted)

(a) Is the Developer proposing to form a special purpose vehicle Yes / No

If yes, please provide the following details / documents:

- (i) Shareholding pattern of the promoter and Parent Entity;
- (ii) Copies of the share purchase agreement and the shareholding agreement;
- (iii) Registration certificate of the SPV;
- (iv) List of directors of the SPV and the shareholders of the SPV;
- (v) Capital, Net Worth, Details of SPV and consolidated of Parent Company.

COMPLETED PROJECTS

S I. N o.	Proj ect Na me	Type: Residential/ Commercial / Mixed AND whether SRA/ Redevelopment /Open Plot	Locati on includ ing refere nce conta ct detail s	Plot Are a in Squa re Met ers	Construc tion Area in Square Feet	Height of Buildi ng/ Buildi ngs & No. of Floors	Proj ect Cost in INR	Date of procure ment of IOD (For complet ed and ongoing projects)	Date of Procure ment of OC (For complet ed projects) in the last five years.
1									
2									
3									
N									

(Note: Attach separate sheets if necessary, keeping the same format)

UPCOMING PROJECTS (Development Agreement/Acquisition/ JDA Completed)

Sr · N o.	Proje ct Nam e	Type: Residential / Commercial / AND whether SRA/ Redevelopment/ Open Plot	Locatio n includi ng referen ce contact details	Plot Area in Squa re Mete rs	Proposed Construction Area in Square Feet	Height of Building / Buildings & No. of Floors	Project Cost in INR and c ommitted E quity to t he project
1							
2							
3							

N									
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Name & seal of company

Signature of Bidder with date

DETAILS OF STALLED PROJECTS (IF ANY) IN LAST 10 YEARS

Sr. No.	Project Name	Reason for delay	Time since project is stalled	Current status of the project
1				
2				
3				
4				

(Note: (i) Please attach additional sheets if required, keeping the same format, (ii) in case of an SPV, please provide the above details pertaining to the shareholders)

DETAILS OF DISPUTED PROJECTS (IF ANY) IN LAST 10 YEARS

Sr. No.	Project Name	Brief particulars of the dispute affecting the project (please include details of the forum / authority / court, parties / claimants, orders including injunction, penalty if imposed on the bidder, etc.)	Present status of the project
1			
2			
3			
4			

(Note: (i) Please attach additional sheets and provide supporting documents, if required, (ii) in case of an SPV, please provide the above details pertaining to the shareholders)

PROFORMA 'C'
FINANCIAL STATUS OF THE DEVELOPER

1. Name of the Developer:

2. Summary of Assets and Liabilities on the basis of the audited financial statement of the last three financial years and projected for the Current Financial year (Attach copies of the audited Financial Statement of the last three financial years and the balance sheet and profit and loss statement for the financial year 23-24 and 24-25 audited/ unaudited)

	Year Rs.	Year Rs	Year Rs.
a) Total assets			
b) Current Assets			
c) Cash, temporary investments and Current receivable (age wise)			
d) Total Liabilities			
e) Current Liabilities			
f) Net Worth (a) - (b)			
g) Working Capital (b)-(e)			
h) Authorized Capital			
i) Capital issued and paid up			
j) Current ratio (b) / (e)			
k) Asset test ratio (c)/ (e)			
l) Total liability to net worth (d)/(f)			
m) Total Turnover of company			

3. Actual value of Construction
Works, undertaken for each
of
The Last three years, and
projected for current year:
(Rupees Lacs)

Year	Current	One Year Before	Two Years Before	Three Years Before
------	---------	--------------------	---------------------	-----------------------

4. Net Profit Before Tax

After Tax

- a) Current Period
- b) During the last
- c) During each of the two Previous financial Years

The Profit and Loss Statements have been certified by CA

5. Developer's Financial arrangements (Mention amount in Rupees)

- Own Resource
- Bank Credits
- Others (Specify)

6.Certificate of financial soundness from Bankers of Developers together with credit facilities.

(a) Name Address of

Nationalized Bank providing credit line.

(b) Total amount of credit line
(Attach certificate from the
Bank)

7. Approximate value of works in hand

8. Value of anticipated orders for next financial year.

9. CIBIL (Credit Information Bureau of (India) Ltd.)

ratings report of the Directors of the Developer's Company

Note

1. Details of Item - 8 is to be given in schedule separately.

2. All items should be properly filled in. Where any particular item is not applicable it should be clearly mentioned as not applicable.

Copies of audited balance sheet for last 3 years submitted to tax authority/banks duly certified & self-attested.

PROFORMA 'D' DETAILS OF BANKER

Name of Developer :

Developer should provide financial information to demonstrate that he meets the requirements stated in the eligibility criteria and information required. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheet should be attached.

Name of Banker/s :

Address of Banker :

Telephone : _____

Contact Name & Title : _____

Fax / E-mail: :

Signature of Developer

PROFORMA 'E'

Litigation History

Name of Developer: -

Developer, including each partner of a joint venture, should provide information on any history of litigation or arbitration invocation of bank guarantee resulting from contracts executed in the last five years and currently under execution. A separate sheet should be used for each partner of a Joint Venture. Arbitration from inception of establishment

Award for/ against Developer	Name of Client, cause of litigation and matter in Dispute	Dispute Amount (Current Value)	Actual amount Awarded or Decision or dispute	All pending litigation
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PROFORMA 'F'

a. Information about Joint ventures / Sister Concerns, if any: (Enclose documentary evidence).

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

PROFORMA 'G'
CERTIFICATE OF TENDERER'S VISIT TO THE SITE.

I, _____ of _____ have visited the site of CTS No.3/653 (part), Village – Malabar Hill, Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026 . I certify that I have obtained sufficient information to enable me to fill in the tender for the works to be carried out for the redevelopment of the Society. I have verified the title of the land and property, and I am fully satisfied with it. I am fully aware of and verified all the documents as per DCPR 2034 for redevelopment permissions on the above said property. I understand that factual details given in this tender are indicative in nature and I have made my own enquiries before filling in this tender.

Signed _____ for and on behalf of Tenderer,

Note

The failure of the tenderer to visit the site and collect adequate information will not relieve him from the responsibility for properly estimating the cost of work and no claims from the tenderer for additional cost on the grounds that he is unfamiliar with the location and/or nature of the site will be entertained. The Developers are required to carry out field surveys, ascertain exact area of plot & net plot area permissible FSI & study of layout under reference, detailed Engineering and Market study for real estate etc. as may be necessary for the formulation of the proposals as per the terms and conditions of the BID Document for this project.

We, the undersigned, as the authorized signatory of our organization declare that the information submitted by us in Proforma A to G is true and lawful, and we shall stand by the Techno-financial offer mentioned in this document for a period of 6 months from the date of opening of the 'TENDER' document.

SIGNATURE OF THE
DEVELOPER.

SEAL OF ORGANISATION:

NAME OF SIGNATORY :

DESIGNATION :

DATE :

PLACE :

CONTACT: TEL NO : MOBILE:

FAX : E-MAIL:

PART 1

SECTION 4 SUBMISSION
INSTRUCTIONS TO TENDERERS

Only mention your submission code number on the plan and the envelope.

We, the undersigned, as the authorized signatory of our organization declare that the information submitted by us is true and lawful, and that we stand by our techno-financial offer mentioned in this 'TENDER' document for a period of 6 calendar months from the date of opening of the 'TENDER'.

SIGNATURE OF THE DEVELOPER.

SEAL OF ORGANISATION

NAME OF SIGNATORY	:	
DESIGNATION	:	
DATE	:	
PLACE	:	
CONTACT	:	
TEL NO	:	
MOBILE	:	
E-MAIL	:	

LETTER TO THE SOCIETY ON DEVELOPER'S LETTERHEAD

Date: .

To,
The Hon. Secretary / Chairperson,

THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.

Sub: Redevelopment of The Swatantra Bhavan Co-op Housing Society LTD.

Dear Sir / Madam,

We have visited the site and have satisfied ourselves with respect to all the information / documents/ details required for the redevelopment of your Society. We have also examined the Tender documents, perused the general conditions, special conditions and the specifications. We declare that we have read all the conditions and specifications and have understood its contents and its meaning, and we have submitted this offer to you at our own free will.

We offer to construct, execute, complete and maintain the entire work, in conformity with the Tender conditions and as per the Development Agreement or the form and content that is acceptable to the Society and approved by its general body. We further undertake, confirm, and agree that:

1. If we are selected as a preferred developer by the Society, the same shall be since taking forward the negotiations to be able to reach a Development Agreement of the form and content acceptable to the Society. Till such time of the execution of such Development Agreement, no rights whatsoever shall be deemed to have been granted to us and we shall not claim any rights to the Property or against the Society of any nature whatsoever, and any expenses incurred by us till then shall be to our account alone.
2. We understand that you are not bound to accept the highest or any other Tender bid you receive and that we shall not initiate any kind of action or claim against the Society for the rejection/selection of our / any Tender. We also understand that a mutually accepted and executed Development Agreement will be the sole repository of the agreed terms and conditions with such bidder accepted by the Society and that the acceptance of any offer of any bidder is merely for the purpose of taking forward the discussions to arrive at a mutually acceptable Development Agreement (without such acceptance of offer creating any rights in favor of such bidder).
3. We will keep this offer valid for a period of 180 days from the date fixed for opening of the Tender, unless extended by the Society.
4. To pay the professional fees of Architect / Structural Engineer, Elevation Designer and Site Supervisor and other Consultant fees as stipulated in the bid.
5. I/We have verified ourselves with the details/information as provided here along with the tender document as regards the plot layout, the ownership status the existing layout of the buildings the condition of the buildings, the ground realities as regards the various structures/amenities on the plot and have ascertained the same from the relevant depts.
6. I/We have visited the site and have ascertained the plot layout and the exact location

and the condition of the buildings.

7. I/We have verified ourselves and are conversant with the various municipal policies/ procedures as also with other relevant depts. before submitting this offer.
8. I/We have made my/our own evaluations and assessment of the project and are satisfied by the same. I/We also stand by our offer irrespective of any additions/ alterations in the various Govt./MCGM amendments. I/We have visited the site and are fully aware of the site conditions.
9. I/We have paid a sum of Rs. _____/- (Rupees _____ only) towards each society, the Bid Cost and am/are fully aware of the non-refundability of the same. As also I/we understand the right and the requirement of the Society to reject my/our offer without assigning any reasons whatsoever.
10. I/We also assure the Society that we shall work in joint co-operation of the committee members and their representatives, Architect /Consultants, Developer of the Society for the successful completion of the project.
11. Notwithstanding anything contained herein, in the event of the Society short-listing us as appropriate for taking up the proposed re-development project, any such short-listing or subsequent selection shall only be during negotiations, and the final terms of development acceptable to the Society will be covered in a detailed Development Agreement that will be drawn up by the Society. Only on execution and registration of a Development Agreement by the Society and of the form and content acceptable and agreed to by the Society will development rights be granted – such Development Agreement will be the sole repository of the agreed terms and conditions. Until the execution and registration of such Development Agreement, any exchange of documents/ correspondence, or any expenses that may be incurred or generally any acts done by me shall not be construed as the Society having granted any rights to any developer, and shall be treated in the course of negotiations.

We hereby certify that the statements made and the information provided herein are true in all respects and that in the event of any such statement or information is found to be a misinterpretation, the Society is entitled to void any resultant agreement.

A sum of Rs. _____/- (Rupees _____ Only) is herewith forwarded towards Interest Free earnest money deposit to each society as detailed below:

Instrument
Instrument No. & Date
Issued By
Drawn in favour of
Validity

Pay order
No.

Dated

THE SWATANTRA BHAVAN CO-OP HOUSING
SOCIETY LTD.
6 months

Yours Truly,

Seal and Signature of Tenderer
Name and Designation of
Signatory:

Date:

Place:

(Note: This letter should be signed only who have financial authority to deal with the Society)

PART 1

SECTION

DETAILS OF PROPOSAL

Tenderers to Note: Details given of the plot and building are indicative in nature and given in good faith and meant only as guidance without any commitment on the part of the Society. The Society makes it clear that the Society is entitled to an area of 9710 sq.yds areas as per Deed of Lease. However, pursuant to Sub-division of the property bearing Cadastral Survey No. 3/653 the Society is presently in possession of an area of 5481.72 Sq.mtrs as per actual possession. Further as per the above mentioned Architect Certificate the Cadastral Survey No. of the property of the society is 3/653 (part) of Cumballa and Malabar Hill Division in the Registration District and Sub-District of Island City of Mumbai. However, the society takes no responsibility of the above representation and the interested Developers are expected to make their own enquiries on all matters and check and verify all the documents that are related to and may affect the project, at its own costs charges, expenses and consequences, including but without limitation to - Plot area that could be utilized to calculate development potential, reservations, road setback, restrictions on height/ height permissions available via NOC issued by aviation authorities, total FSI already consumed, FSI that can be made available for the re-development project (whether by way of Primary FSI, Government Premium FSI, TDR, incentive FSI under any regulation of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (the DCPR 2034) and Fungible Compensatory FSI that can be loaded on the plot). The Society further states that the society is unable to locate the original Lessors. It shall be the sole responsibility of the interested Developers to locate and deal with the Lessors/Owners of the property and obtain necessary permission/consent from them if any required and/or clear the title of the said society to the said property. The Tenderer shall not be permitted to change its bid stating the reason that the information provided under this tender document is inaccurate or insufficient. The Society reserves the right to reject any or all offers without assigning any reason whatsoever. The bidder shall not raise any claims against Society and/or the PMC and/or any other consultants appointed by the Society for any discrepancy in such matters.

The salient details of the area to be developed and the present buildings etc. are as shown below:

1. Name: THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD.
Reg. No.:
440 Dt. Oct 1956
3. Location: Located at CTS No.3/653, Village – Malabar Hill, Forjett Street, Anand Nagar, Tardeo, Mumbai – 400-026 .

Buildings Constructed by earlier Developer in the year
949 as per agreement.

5. Possession started in the year 1950.

Land Area: Total Plot Area =
481.72 Sq.mtrs

7. Number of Buildings : 4

A building – 3 floors

having __ Flats

B building – 4 floors

having __ flats

C building – 5 floors

having __ flats

D building – 6 floors

having __ flats

- Garages – Residential –
- Garages – Commercial
- Garages – Parking -

PART 1 SECTION 6

LIST OF THE SPECIFICATIONS (AMENITIES)

The Tenderer is required to go through the specifications mentioned below:

These specifications cover the item of works in structural and non-structural parts. The work that shall be carried out shall be in confirmation to this. In general, provisions of the Indian Standards and National Building Codes (N.B.C.) shall be followed. These specifications are not intended to cover the minute details.

The specifications are negotiable for better quality only through discussion with Society, PMC & Developer. Once decided before signing the Development Agreement it can't be changed.

The work shall be executed in accordance with the best modern practices. All the codes and the standards referred to in these specifications shall be as per the latest revisions thereof.

1. The Developer shall carry out, as per IS codes of practice, soil investigation with sufficient number of bore holes to ascertain the safe bearing capacity of the soil, the depth of pile foundation and the rock socketing length. The foundation system shall be Pile or Raft or Open foundation depending on soil investigation report. The cement that shall be Birla, Ultratech or ACC Suraksha cement or equivalent reputed brand as approved by the Society's PMC. Fly ash shall be used in concreting. The admixtures for curing and corrosion inhibitors shall be added during execution. In case of open foundation, the Developer shall bear the expenses towards the shore piling and boundary piling, as required as per R.C.C. consultant.
2. The Developer shall use, for R.C.C. work, 53 grade cement of approved brand viz. Ultratech, Ambuja, Birla Super or equivalent reputed brand as approved by the Society's PMC. For other

civil works viz. plastering, masonry work, AAC block and blockwork, etc., 43 grade cement of ACC, Birla, Ambuja, Ultratech or equivalent shall be used. All steel bars used in the structure of the building and water tanks must be CRS (Corrosion Resistant Steel) for greater life.

3. The Developer shall ensure that the plinth level and the approaches are kept well above the H.F.L. (High Flood Level).
4. The Developer shall carry out anti-termite wood borer treatment before the commencement of the construction work. Post Construction Anti-Termite treatment for buildings shall be provided.
5. The Developer shall carry out the external masonry work in 6" thick brick/block masonry work and internal walls in 4" thick brick masonry work / Seporex Blocks in 1:4 cement mortar. The developer shall a cast 100 mm PCC floor lintel before commencing the brickwork for each and every internal wall.
6. The use of the hydro-pneumatic (hydroopenmatric) water supply system is not preferred. Instead, a conventional gravity-based water supply system shall be adopted for its reliability, ease of maintenance, and long-term sustainability.
7. The Developer shall carry out the external plaster in an average 25 mm thickness with sand faced finish in two coats with 1:4 proportion. The first coat of average thickness 15 mm and second coat to be 1:3 mortar mix. For both the coats of plaster, water proofing chemical of "Roff" viz. plaster master and or hyproof shall be added, as recommended by the manufacture. At the junction of the R.C.C. members and masonry work, polymer slurry shall be filled with application of PVC chicken mesh, to avoid the development of cracks at the junction. Rainwater breakers are to be essentially provided at each floor level to divert rainwater accompanied by strong winds to protect the facade from quick deterioration. All ducts should be covered by a roof and have side openings for air/gas to escape, at the terrace level. The roof covering should reduce rainwater streaming down the duct walls.
8. If building design involves horizontal overhangs at higher floor levels, the Developer should ensure that the bottom surfaces of such overhangs have suitable or sufficient protrusions to avoid formation of honeycombs that become difficult to dislodge and become a hazard to residents.
9. Design of Building Elevation should consider ease of setting up scaffoldings, in future, for repair or painting, in high rise buildings, without taking support from window grills or balcony sheds and damaging them. If necessary, concrete or steel supports should be provided at regular intervals, along the height and width, for scaffolding support, without affecting security and safety at other times.
10. All the plumbing and the drainage line shall be tested for its leakage , and a certificate shall be issued for the same by the consultant.
11. External downtake pipes should be designed to ensure that proper pressure is achieved for all floors with common downtake piping for two successive floors or as designed by the MEP consultant with separate lines for Kitchen, bathrooms, or toilets etc. External downtake pipes should be provided with accessible shut off valves, for each entry point to the Flat, inside the Flat, to allow tap repairs without shutting off supply to other floors.
12. Durable Layout drawings of all supply and drainage pipes inside and outside the flats, both

concealed and exposed, should be provided to the Owners and Society respectively, while handing over, after certification for correctness. Color codes of external downtake pipes would be desirable for easy identification.

13. All common uptake and down-take supply and drainage pipes should be accessible for repairs, in all floors, avoiding the need for Scaffolding or Jhulas.
14. External water supply and drainage pipes shall not be visible on the exterior façade of the building or mounted on external walls. No piping shall be installed in the visible areas of the floor, lobbies, galleries.
15. Provisions shall be made with sufficient space for carrying out repairs and replacements in future by separate service providers in all ducts.
16. Service duct in each wing along staircase, one each separately for Electrical wiring, and common for Internet, Intercom Fiber to home internet connection and Landline wiring with access lockable door at each floor level.
17. The staircase shall be constructed in accordance with MCGM (Municipal Corporation of Greater Mumbai) guidelines, including prescribed width and all other applicable requirements. Staircase lighting shall consist of LED or energy-saving lights, preferably powered by solar energy, and equipped with motion sensors to optimize electricity consumption.
18. Service Duct on outer side, enclosed from outside view, one each for Servants Toilets, Multiple Bathrooms and Kitchens (outer or inner position of duct) for all pipelines for down take pipes for water supply, drainage, terrace storm water and sewage. The Outer wall of the outer ducts would have opening at each floor level, on the outer wall for foul air escape. Each such opening should be provided with durable and openable Nylon or metallic nets serviceable/repairable to prevent pigeon nuisance. One of these ducts can also accommodate the main uptake water pipeline. For inner kitchen duct provision has to be made for a lockable access door in each floor.
19. The existing BMC water supply line serving the old building shall remain the property and responsibility of the Society. The Developer shall not claim any rights, ownership, or control over the said water line. However, the Developer shall ensure that the existing water supply is not disrupted during redevelopment and shall provide necessary temporary arrangements if required.
20. Service Duct in each wing along staircase, on outer side, for Fire Hydrant Pipeline with large access openings from the staircase, at each Mezzanine Floor level. Each access opening should be provided with breakable glass door (if permitted) - to prevent easy pilferage of brass parts of the hydrant. Such glass door should have sufficient holes for smoke to escape.
21. Piping in the high-rise building should adequately designed with air vents to avoid air traps in water floor.
22. The Developer shall provide for a three-phase electric connection complete with all the fixtures and the fittings. The entire electrical wiring shall be concealed. The main circuit and the entire electrical wiring shall be in copper, of a reputed make and in 1st quality. The fittings shall be of reputed brands. MCB shall be provided for each flat and ELCB for each

room. The electrical circuits shall be separate for all the rooms. The entire electric work shall be done under supervision of electrical consultant and to the satisfaction of the electrical inspector. The electrical points shall be provided as per the layout prepared by the Architect and approved by the Society. Proper earthing should be provided as per electrical inspector's requirement. Earth pits should be provided as per recommendations of electrical consultants.

23. Layout of all circuits including earthing, inside and outside the flats all over the building and the rest of the premises, should be provided to the Members and Society respectively, while handing over, after certification for correctness.
24. The Developer shall provide underground and overhead water tanks with capacity as per consultant designs. All overhead tanks should have Automatic water level system. Overhead Tanks should be mounted on pillars with minimum space below of 1200mm as per the DCPR 2034 for inspection and repair of faults on the bottom surface.
25. The Developer shall provide a bore-well along with a submersible pump. A connection shall be provided to the water tank for flushing purposes. Piping and valves should ensure no mixing of Borewell water and BMC water. Percolation pits shall be provided for maintaining the ground water table. Rainwater harvesting tank shall be provided as per the M.C.G.M. norms.
26. The Developer shall provide a grand & decorative entrance lobby in Imported Marble with a reception area & waiting area. For the walls of the entrance lobby, cladding shall be done in an approved design till the 1st floor level.

CCTV System and Intercom: The Developer shall provide a CCTV surveillance system. The CCTV system shall use IP cameras, storage devices and fiber-optic networking. The system shall be motion sensing type. The system shall have sufficient capacity to support up to 40% additional cameras in future. The recording system shall be able to store and retrieve recordings for a minimum period of 45 days and allow replay directly to the desired date and hour. A monitor screen of sufficient size shall be provided at a central location to enable monitoring of all cameras in not more than 3 cycles of screen repetition. The system shall have the capability to detect dead / non-functional cameras and automatically inform the service contractor and the Society's designated personnel. There shall be designated CCTV room.

28. Coverage: The CCTV system shall cover all entrance / exit gates, society's perimeter, lobby, other vantage points, every floor lobby, landing and staircase, podium parking levels, interior of lifts, Society's office, refuge area, terrace, elevator motor room, meter room, Security Cabin, and other public spaces.
29. The Developer shall provide intercom security system and video door phone [Hikvision / Godrej / Panasonic] provision for each flat. Intercom system should be extended to Security cabin, Lifts, Lift Motor Room, Meter Room, Lobby, Terrace.
30. The Developer shall provide a Mahanagar gas pipeline connection for all the flats. Rules of Mahanagar Gas have to be followed of no concealment of pipes and using authorized color code as approved, other pipelines in premises should have distinctly separate colour from colour coding used by MGL for its pipeline.

31. The Developer shall provide sufficient number of servant's and Drivers toilets as per DCPR 2034, complete with all the amenities, on staircase midlanding, stilt and the podium/ basement as approved by the M.C.G.M as per Society's requirements.
32. The Developer shall provide letter boxes with flat nos. with lock & key facilities and the name plates at the entrance level of each wing.
33. The Developer shall make provision for split air conditioner points (Electrical as well as cutout for drainage piping and copper piping) in the living and the bedrooms of all the flats. The Developer shall make provision for designated place for putting condenser outside the flat and evaporator inside the flat. The AC piping work including drainage / copper piping / electric wire shall be installed by the developer from indoor unit to outdoor unit in concealed manner.
34. The Developer shall ensure that the podium garden and children's play area are well planned and designed. The entry to the podium garden should be wheelchair friendly.

Staircase should follow MCGM guidelines for width and other requirements. Staircase Lights to be LED / Energy Saver and preferably on solar power with Motion Sensors

36. The Developer shall provide adequate electric car and electric two-wheeler charging points (at least 20 points & prepaid metering) in the stilts or podium with separate charging system for each individual user (at least one car per flat shall have EV charging facility provided and 1 Two Wheeler Parking Facility.).
37. The clear height of minimum 11'0" floor to ceiling (clear) height for all the members flats and sale flats shall be provided. Height equivalent or over and above this shall be considered for selection criteria of the Developer. The Developers component and Members component shall have the same height and there shall be no distinction between the same.
38. Each flat and Building and especially entry/exit and Services (UGT, Substation, Meter Rooms Driver /common Toilet location, STP Location etc) should be Vastu Compliant.
- 39.
40. The elevation should be designed in such a way that there are rain breakers at every floor and adequate chajjas for all openings.
41. The Developer shall propose amenities on the Terrace level which shall be accessible to all the Members. The elevators shall be designed to open on the Terrace level.
42. Dry Balcony of minimum 4' depth with Water inlet & outlet for Washing Machine & Dryer shall be provided by the Developer.
43. All bedrooms with En-suite bathrooms and a powder room for living room shall be proposed in the new proposed flats as per design.
44. An air- conditioned community/party hall with attached toilets [male/female] for shall be proposed exclusive use of members only that opens out into green space/ lawn.

45. Walking track/ Jogging track shall be proposed as part of the amenities for all the members.
46. All areas to be handicap friendly for access.
47. Flats shall be fully air-conditioned by providing Split or VRV Units of 5 star Inverter category. Air Conditioning units to be of O'General, Daikin or Mitsubishi Heavy Industries make.
48. The location of the condensers/outdoor units for split or VRV air-conditioning systems, as finalized by the Society during the approval of the Plans and the Development Agreement, shall be such that they are not visible on the main façade of the building. All associated piping shall also remain concealed. A durable PVC pipe shall be provided for the AC water outlet into the drain line.
49. PVC water valves for separate for vertical sections of the building to be kept separate for each section in case of any shut down for internal repair of any one apartment. Separate PVC valves outside each of the toilet in the plumbing duct.
50. Plumbing ducts to have enough space to accommodate outdoor AC units. Ducts to be provided with louvers from outside and bird-net from inside. One light point fixture in each duct connected to nearest toilet electric switchboard.
51. Dedicated space for collection and segregation of wet and dry waste to be planned on the ground level. Waste management decomposer equipment with installation to be provided at site.
52. Fire hooters on all the floors for emergency exit.
53. No Cell phone tower(s) installation by the Developer shall be permitted in the new building.
54. An air-conditioned Gymnasium fully fitted out with appropriate sports flooring as per global standards and provided with equipment for cardiovascular exercises and weight training shall be provided. A Multipurpose/community/party hall with attached toilets [male/female] for shall be proposed exclusive use of members only that opens out into green space/ lawn.
55. The external façade shall feature high-quality cladding to enhance aesthetics, durability, and weather resistance. Materials such as HPL, ACP, stone, or other approved equivalents may be used, subject to approval by the Society's PMC. The cladding shall be low-maintenance, UV- and moisture-resistant, and contribute to thermal insulation. Installation shall follow standard industry practices and comply with relevant IS codes.
56. In the event MIVAN or Aluform shuttering technology is employed for construction, special care must be taken to ensure effective waterproofing, particularly around concealed services such as plumbing and electrical conduits. A known cause of leakage in such systems is inadequate sealing around embedded pipes, especially vertical drainage or sleeve pipes passing through slabs and walls. To mitigate this, all service penetrations shall be properly sleeved and sealed using approved waterproofing compounds. Aluform systems typically use tie-rod cones or formwork cone sleeves which, if not treated properly post-de-shuttering, can become potential leakage points. These cone holes must be sealed using non-shrink, high-grade waterproofing mortars or cone-cap sealing systems specifically designed for such applications, rather than relying solely on injection grouting, which has proven less

effective in these cases. Additionally, a robust waterproofing strategy shall be applied in all critical areas, such as construction joints, wet zones, and pipe junctions, following post-de-shuttering inspection and surface treatment. Strict adherence to quality control procedures is mandatory to ensure the long-term water tightness of the structure.

- 1.

LOCATION	ITEM	SPECIFICATION
Building	Structure	R.C.C. Design earthquake resistant design for zone IV with relevant IS code 1893 as directed by R.C.C. Consultant. All steel bars used in the structure of the building and water tanks must be Fe500 for greater life.
	Concrete	Shall be in accordance with IS Codewith strength not less than given in IS 456. The Design Mix will vary for various elements as per the structural design. [As per Structural Engineer]
	Reinforcement	MS steel bars confirming to IS 432 (part 1) and hot rolled mild steel deformed bars confirming to IS 1139 and cold twisted steel bars to IS 1786 (TMT).
	Curing	As specified in IS 516
	Masonry	As specified in IS 2185 and 2572. The mortar used in – masonry shall be as per IS 2250. Position of columns for each flat should be such that maximum usable area should be possible
	Internal Plaster	Plaster to the internal surface of walls and ceiling shall be of 12-15 mm thick Will be of 25 mm thick applied in two coats (16mm + 9mm) with water proofing compound & fiber mesh. In case of Aluform shuttering being used for external, RCC used shall have admixtures for waterproofing and tie rod holes must be properly grouted to avoid seepages. PU foam or hydraulic cement to be used and waterproofing sealant to be used to ensure no leakage through tie rod holes.
	External Plaster	
	Waterproofing	All wet areas like toilets, sunken portions, terraces and exposed roof surfaces will be waterproofed with chemical water proofing and BBC as per the specification. Performance warranty for a minimum of 10 years should be given. A written guarantee and Registered Undertaking would be given by Developer on bond paper.

Floor
Height

Floor to Ceiling height should be maintained as minimum of 11 ft (3.35 mts) for residential members & 13'6" ft (4.20 mts Slab to Slab) for all the commercial members. The Developer shall propose better height over and above this and weightage shall be given to this aspect at selection of the Developer

DPC

Damp Proof Concrete course in Foundation as per IS specification. The first layer on the floor slab below the brick work in the flats shall also be in DPC

Living Room

Flooring

Flooring shall be of high grade luxury series DGV T Tiles.

3 choices shall be provided to Society and Society's PMC to choose from like Kajaria, RAK, Nexion, H&R Johnson.

Skirting

Skirting of 75mm height of same tile as used for Flooring flushed with the wall with groove

LOCATION

ITEM

SPECIFICATION

Gypsum/
POP
putting
on walls

Gypsum/POP on plastered surface of walls. All corners L and sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum/POP.

Paint on
Walls

3 coats of Premium Royale paint on the prepared surface of all sides of wall.

Ceiling

3 coats of Premium plastic paint on the prepared surface.

Main Door

Will have provision for safety door with grill Main door frame would be 150mm X 75mm with double data of Marine wood / Burmese teak wood. Main door size would be 1200mm x 2400mm of teak wood paneled. Solid core phenol bounded hot press flush door with both side Laminate (1.2mm) on both side, with heavy duty Brass / hinges fitted with S.S. screws and all other necessary fittings such as Brass Tower Bolt, Al drop, Night latch/lock (Yale brand), decorative handle from both sides etc.

Double security lock and key brand (Godrej/ Yale)

Window
frame
French
Window [In
all Rooms]

Granite frame & Double Sill and noise resistant with molding edges.
3 track heavy section PVD Coated Aluminum double glazed noise resistant sliding windows of section 42mm min. along with system integrated drain through section of Schuco/Reynaers/Fenesta or equivalent brand along with Renson ventilator Grill, noise resistant glass of Saint Gobain/ Modigard or equivalent brand with interlocking arrangement resting on 18 mm thk Marble frame on all four sides with locking arrangement with the frame on both sides. Windows will have 1 separate track for wire meshed mosquito protection PVD coated aluminum frames. All track guides should have integrated drain section to drain rain water outwards.
Gaps between metallic window frame and the Marble frame should be properly sealed to avoid seepage inwards.
Depending on width of window, the number of tracks should match the ideal number of Glass Slides and Wire Mesh slides pertaining 50% opening. The number of Glass Slides should be such that they cover the entire width of window, including interlock and spring latches at each

LOCATION	ITEM	SPECIFICATION
Kitchen		end; the number wire mesh slides must be such that they cover the width of the window, interlocked with one of the Glass slides pushed at one end and provided with a spring latch at the other end. Sheer curtain with 2 tracks to be provided
	Electrical	Only ISI approved copper wires (Finolex or equivalent brand) of appropriate size (3/20) for lighting and 7/20 for A/C computer through PVC conduits. Sufficient no. (as approved by Architect) Modular switches with LeGrande, Anchor, Havells or equivalent brand. A/C point will have indicator switch in all rooms Shall have separate circuit breakers ELCB MCB shall be installed. 20/15 Amp. Power points. Wall mounted cabinet housing the main electrical circuit breaker- Siemens make. Two electronic fan regulator points, one chandelier point and 4 tube light points on switch board, Concealed T.V and telephone cable line fore core should be provided. Telephone circuit TV cable circuit and light circuit shall be provided in separate conduit. Standard copper conductor for entire apartment. Necessary electrical and intercom/ videophone socket in LeGrande, Anchor, Havells or equivalent brand
	Flooring	Same as living room. Flooring should have perfect flatness and ensure a small gradient towards drainage outlet to avoid water accumulation during floor washing.
	Dry Balcony	Each flat shall be provided a dry balcony outside kitchen. The dry balcony should have the requisite size, electrical plug points, water inlets and drains to support one clothes washer, one dish washer, and exhaust fan. Adequate no. of plug points for 15 Amps and 5 Amps. Dry balcony should

have operable access for repair works.

Skirting

Skirting of 75mm height of same flooring as used
for Flooring flushed with the wall with groove.
Same as Living Room

Gypsum/
POP
punning
on
walls

LOCATION	ITEM	SPECIFICATION
	Wall Finish	Wall vitrified tile dado of design concept upto full ht. (Kajaria, H&R Johnson, RAK, Simpolo or equivalent) 600mm × 1200mm joint free glazed. Make provision for cut-out of chimney and exhaust fans
	Ceiling	Same as Living Room
	Platform & Cabinetry / Modular Kitchen	Quartz platform with S.S. sink double bowl of Nirali or equivalent brand, Sink waterspout (swinging cast spout). The developer shall give fully complete modular kitchen in BWP Marine Ply with fully laminated shutters (internal and externally) with edge3 banding and soft closing drawers with hinges and SS handles from Hafele/ Hettich/Blum brands, with under counter as well as over counter storages complete with 4 burner HOB & Chimney of KAFF/ Faber brand.
	Sliding Door	Full height toughened glass Sliding door to be provided at kitchen entrance
	Window	Heavy-section, double-glazed, PVD-coated or anodized aluminum sliding windows of full height shall be provided, fitted with 5 mm clear glass and a secure locking arrangement. All windows shall include an integrated drainage system through the aluminum section and shall rest on a 15 mm thick marble or equivalent double frame on all four sides. Additionally, a separate track shall be provided for a PVD-coated aluminum collapsible frame with stainless steel wire mesh for mosquito protection. Only sliding-type windows shall be acceptable for uniformity, ease of use, and maintenance. Provision for an exhaust fan and kitchen chimney outlet shall also be made as required.
	Plumbing	All internal plumbing work should be concealed. Pipes and fittings used for plumbing should be of CPC of prince or supreme or Astral. Separate line (inlet and outlet connections) for Water Purifier and separate inlet and outlet for washing machine, separate inlet and outlet for dish washer

Electrical

Exhaust Fan of appropriate size GMC, sirocco/Almonard or equivalent make. Separate heavy duty refrigerator switchboard, one electric fan regulator switch. Necessary electrical switchboard provided around the platform with socket switches of combination types 5amp/25 amp, for at least 3 more electrical devices on the platform, telephone/intercom socket of MK brand. Additional sockets for Burner ignition and Chimney

Equipment

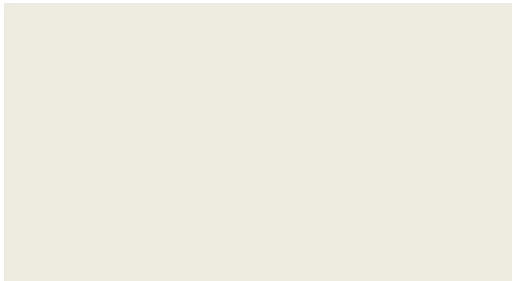
Bright ceiling lighting to reach all areas of the Kitchen, adequately
Swivel type concealed sink mixture- Jaguar or

LOCATION	ITEM	SPECIFICATION
Bedroom		equivalent make in kitchen sink for hot & cold water, water purifier [Non RO , copper filter] in cabinet of Aquaguard or equivalent make. All cocks in kitchen should be of Jaguar or equivalent brand. Master cock of control of main O.H. tank supply should be provided. Space, electrical point and drainage to be provided for installing washing machines, dish washers. In-line geyser [3W min] to be provided for every kitchen.
	Mahanagar Gas	Society members already have Mahanagar Pipe gas connections. Developer has to reinstate the facility to members before OC.
	Flooring	Same as living room
	Skirting	Same as living room
	Gypsum/ POP punning on walls	Same as Living Room
	Paint on walls	Same as Living Room
	Ceiling	Same as Living Room
	Flush Door	Same as Living Room
	Window	Same as Living Room
	AC	Power supply point for split AC with sleeves on both ends for drain pipes.
	Electrical	One electronic fan regulator in switchboard. Necessary electrical points for 2 tubes and spotlight in ceiling along with two way switches of Legrande/ Anchor/ Havells or equivalent brand. Two 15 amp plug point for computer & printer. Necessary socket switches and points for night lamp dimmer. Telephone/intercom. Heavy duty A/C point with indicator switch. One light point on chajja outside window. One two-way light point and fan point. Cable TV concealed connection should be provided for each bedroom.

Toilet-WC cum bath

- Flooring600mmX 600mm anti-skid flooring Tile (Premium quality) Flooring should have perfect flatness and ensure a small gradient towards drainage outlet to avoid water accumulation
- Dado1200mmx600mm full body Kajaria, Nitco or equivalent, Designer Tiles (Premium quality).
- Sanitary fittingWall mounted (White/matching with wall tiles) Toto/Kohler or equivalent make EWC with all fitting like Flush Tank, cover, brackets, PVC

LOCATION	ITEM	SPECIFICATION
Passage		connector, Angle Cock, 2-way water jet Bib Cock, Tile insert Floor/Shower drain with cockroach trap etc. Under Counter Wash Basin of Toto/Kohler or equivalent make with all the necessary fittings such as bottle trap, pillar cock, PVC connector, brackets etc. Mirror of good quality above the basin, napkin rod and soap dish stand.
	Plumbing	All internal plumbing work should be concealed Pipes and fittings used for plumbing should be of CPVC of prince or Astral
	Electrical	Adequate light points, Exhaust Fan of appropriate size, sockets for Razor/ Hair Dryer. 5 KW Geyser fitting of Jaquar/ Racold or Bajaj or equivalent make Bright ceiling lighting in Mirror and Shower area and WC area to be provided
	Water Taps	Plumbing fittings overhead shower, Single lever basin mixer and bath Diverter Toto/ Jaguar/Kohler make with spout, Rain shower / Bib cocks I Angle cock / Stop cock
	Other Fittings	Soap cover, Marble counter in Basin, Shower area / Toilet Paper Holder, Cabinets and Shelves for placing Toiletry for immediate use and keeping stock of consumables and Towels, / SS Towel rod / Floor/Shower trap. Vanity unit below wash basin counters to be added
	Toilet Door	Door frames of Toilet should be of double frame Composite Marble. Door shutter shall be of 30mm flush door with both side laminate as approved with necessary lock, hinges, robe hook.
	Toilet Window	Al. frame and glass ventilators with mosquito repellent net and provision for exhaust fan.
	Intercom	Intercom pt in bathroom
	Flooring	Same as Living Room
	Skirting	Same as Living Room
	Gypsum/ POP	Same as Living Room
	Punning On Walls	



Paint on
Walls
Ceiling

Same as Living Room

Same as Living Room

Electrical

Same as Living Room
Internal wall paint will be decided by
individual member on later stage.

LOCATION	ITEM	SPECIFICATION
Note		TV, Telephone points should be provided in all rooms.
Lift Lobby	Flooring	High grade Imported Marble. (Large Size)
	Marble cladding on walls	Imported Marble cladding on walls of approved shade and design.
	Ceiling	3 coats of Premium emulsion paint on the prepared surface.
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits Sufficient No. (as approved by Architect) Modular switches (White colour) with Tube light fittings.
Staircase	Flooring	Natural stone with anti-skid treatment of 25mm thick on tread and riser
	Skirting	75mm thk same natural stone as use for flooring flushed with the wall.
	Gypsum/POP punning on walls	Gypsum/POP on plastered surface of walls. All corners / sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum/POP.
	Paint on Walls	3 coats of Premium emulsion paint on the prepared surface of all sides of wall.
	Ceiling	3 coats of Premium emulsion paint on the prepared surface.
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits and LED lights. Sufficient No. (as approved by Architect) Modular switches (white colour) with Tube light fittings. Louvered structure for fresh air ventilation.
Railing on staircase		Stainless steel / MS painted or powder coated railing on each floor.
Entrance Lobby	Windows	Louvered structure for fresh air ventilation.
	Flooring	The Entrance lobby flooring shall be of high grade decorative Imported marble as per design. The side walls of the entrance lobby shall also be of imported

Entrance Lobby

Flooring

The Entrance lobby flooring shall be of high grade decorative Imported marble as per design. The side walls of the entrance lobby shall also be of imported

marble up to height as per design.

Entrance lobby should be spacious and decorative and air conditioned.

Entrance Lobby

should be wheel chair friendly

Ceiling

3 coats of Premium emulsion paint on the prepared surface.

Electrical

Only ISI appr

oved copper wires of appropriate size through PVC conduits.

Sufficient No. (as approved by Architect Modular

switches with decorative light fittings.

Elevators

Mitsubishi/

Minimum 3 Nos. of high speed (min. 3 mtr / sec)

LOCATION

ITEM

SPECIFICATION

Mitsubishi/
Schindler/
Otis/
Thyssenkrup
p or any
other
equivalent
approved
make with
prior
approval of
the society.

passenger elevators each one of 18-20 passenger capacity per building/wing. A separate lift should be provided as Stretcher Lift/ Goods Lift. Each elevator should have latest technology (infra-red door curtain, Fireman's switch, 2 way communication system and Automatic rescue device) and emergency light in case of power failure. Standby Diesel generator of Kirloskar make or any standard equivalents approved make to operate the fire lift in case of power shortage. One lift to be fire lift as per the CFO NOC per building. All passenger and service lifts should be wheel-chair friendly

Intercom

To be provided in each Elevator and Elevator machine room

CCTV Camera

To be provided in each Elevator and Elevator machine room

Floor Should be of 19 mm thk Marble slab fixed

with approved adhesive. The interior should have Car in decorative veneer/ leatherite.

The Ceiling should be of S.S.

finished in decorative type with light fittings and exhaust

vent.

External Paint to Building		External Paint (Polymer paint Berger or Asian Paints equivalent). Waterproof Nitcotex or snowcem or equivalent. Top parapet walls of building would be covered with latest technology boards to avoid seepage of water.
External Plumbing	Water Down take Line	Should be of CPVC of sufficient diameter as specified by the MCGM.
Fire Fighting System	Drainage Line	UPVC pipes as per the MCGM provision. As per the MCGM governing law and as per CFO requirement, including booster pump at terrace level and hose reels in every floor. Water Sprinklers in higher floors Hoses should be long enough to reach water jets to all areas of each flat in each floor and Podium Parking Area. To be tested and verified before handover. Submerged Pump in underground tank for firefighting must be powerful enough to spray water jets to the highest floors. To be tested and verified before handover Layout in building and Arch if any of Main gate should allow space for easy movement of fire

LOCATION	ITEM	SPECIFICATION
Stilt Area/ Podium/Surface area		tender within compound all around the building Fire Extinguishers to be provided in staircase in each floor, Lobby, Lift Motor Room and Meter Room, Podium Parking Area. Multipurpose Fire Extinguishers suitable for different types of fire should be installed in convenient locations and floor frequency Smoke Detector Systems and Hooter warning Systems to be installed in each floor landing, sprinklers in each flat, Podium Parking Area, Lobby, Lift Motor Room, Meter Room. Control Panel to be installed in the Lobby/ Reception / Security Cabin. Staircase and Passage ways should be wide and easily accessible up to ground level for emergency evacuation of residents during fire and earthquake. Enough open area in the compound to be provided to assemble all evacuated residents The parking area and pathways shall be finished in asphalt flooring with epoxy primer. Layout should avoid sharp turns and easy movement of SUV/Sedan size cars area should be brightly lighted and have enough ventilation. All parking areas in podium level to be accessible without exposure to rain The Parking areas & stilts shall be provided with adequate numbers of car charging points for electric vehicles. The entire Podium Parking Area should be supported by the installed Fire Fighting System with Fire Hose Reels, Hydrant, Smoke Detectors and Fire Extinguishers

Developers should provide landscape garden as a part of amenities. Sufficient lighting for entire terrace area, at least three sockets for devices during any occasion. Intercom and CCTV Camera to be installed in terrace area for communication and security Amenities for elderly & children: (considering heavy monsoon & pandemic type situation) Along with jogging track / walking track and cy- cling track
Reflexology track
Banquet hall with a multipurpose library / read-

LOCATION	ITEM	SPECIFICATION
Terrace		ing corner. Barbeque deck Covered area for yoga, dance, mini-theatre, in- door games. An option for Pet area The Developer should provide for solar panels on the Overhead Tank and Lift Machine Room as a part of the green initiative. The developer shall provide for a common dish antenna based on the availability of the service provider. The Meter Room should be supported by the installed Fire Fighting System Smoke Detectors and Fire Extinguishers suitable for Electrical Panels. Meter Room should adhere to MCGM/Power Supply governing and operating rules
	Electric Meter Room and substation	Intercom and CCTV Camera to be installed in Meter Room for communication and security 300 × 200 size decorative letter box. in the common lobby as per design
Society Office Room Size minimum 20 sq.mts area	Flooring	1200x600mm vitrified tiles of Nitco/ Johnson or equivalent brand and approved shade.
	Skirting	75mm ht as used for flooring flushed with the wall.
	Gypsum/ POP punning on walls	Gypsum/POP on plastered surface of walls. All corners / sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum/POP.
	Paint on walls	3 coats of Premium emulsion paint on the prepared surface.
	Ceiling	3 coats of Premium emulsion paint on the prepared surface.
	Flush Door	Flush door with both side oil paint, with heavy duty Brass hinges fitted with S.S. screws and all other necessary fittings such as Tower Bolt, Kundi, handle from both sides etc.

Electrical

Only ISI approved copper wires of appropriate size through PVC conduits. Sufficient No. (as approved by Architect) Modular switches with Tube light fittings. Sufficient no of charging points and sockets and provision for Split A/C and provision for outdoor unit of split A/C

Fix Furniture

2' ht. Overhead storage units placed along the periphery of all sides of the wall, made of good

LOCATION	ITEM	SPECIFICATION
Security Room		quality 18 mm thk commercial ply bounded with 1 mm thk laminate. Internal sides of the unit and internal part of the door shutters should be polished. OSU should be fitted with all other necessary fittings such as hinges, blockage, brush steel handles & locks.
	Toilet	Attached toilet with specifications as above.
	Loose Furniture Equipment	1 New brand steel office table with lock & key arrangement, 1 dozen Plastic chairs (with resting arms) One desk top computer with printer.
	Intercom	To be provided
	CCTV Camera with audio	Entire society to be secured for safety with adequate CCTV cameras.
	Flooring	600mm x 600mm vitrified floor tiles of approved shade and design.
	Skirting	75 thk same tile as use for Flooring flushed with the wall.
	Gypsum/POP punning on walls	Gypsum/POP on plastered surface of walls. All corners L sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum/POP
	Paint on walls	3 coats Premium emulsion paint on the prepared surface of all sides of wall.
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits. Lights, ceiling fans as required in office. Sufficient No. of (as approved by Architect) Modular switches with Tube light fittings.
Water Tank	Flush Door	To be provided
	Intercom	Camera and Monitor to be provided
	CCTV	Entire society to be secured for safety with adequate CCTV cameras.
	Overhead Tank	RCC water proof tank as per the MCGM law With 10 years water proofing guarantee.

Under ground Tank

Underground Tank

To provide one separate storage underground tank with sufficient capacity , two submerged pumps (one remains standby) and two overhead interconnected tanks with sufficient capacity with separate down take pipes for general use (kitchen, basin, bathroom etc) and for high pressure line for toilet flush use, with separate valves at terrace level, to allow distribution or shut off according to need; to provide one separate underground tank (with sufficient capacity interconnected for BMC water supply

LOCATION	ITEM	SPECIFICATION
External Site Development		with main tank), high pressure submerged pump and a booster pump at terrace level, and one separate overhead tank (with sufficient capacity) all for emergency firefighting operations , which is to be always kept filled. Best practices to be followed for looping the outlets of all overhead tanks to allow diversion to all downtake lines, during repairs of any of the overhead tanks. Adequate water line from main MCGM connection to be provided considering the extra incoming members of society
	Water inlet pipe line	RCC I water proof tank as per the MCGM law.
	Pump Room	With 10 years water proofing guarantee. With approved capacity Pumps (one stand by) Automatic pumping regulators with sensors with reputed brand.
	Bore well	Provision of Bore well with water softening plant. D.G set connection to pump house as standby in case of power failure.
		The landscape proposal will be of low maintenance plantation. The garden will have benches for relaxation. Solar lighting system for compound.
Compound Wall		The parking area and pathways shall be finished in heavy duty concrete interlocking pavers block. Dedicated children's play area with play equipments.
Compound Layout		RCC/ Brick masonry along the total periphery of the plot of 6' ht from Gr. Level. Enough open area in the compound to be provided to assemble all evacuated residents in specific locations during emergencies like Fire and Earthquake and Fire Drills
Main Gate		2 Nos. of designed Cast Iron decorative gates with paint finish with lighting mast on top of the gates pillar. (One large for vehicular movement and one small for pedestrians) If Gate Arch is provided, it should be sufficiently high to allow

External Signage Board

D.G sets

Gymnasium

free passage of Fire Tenders

Society name will be put on the signage board.

D.G set to be as per the specification of the electrical consultant and conditions of the CFO

To be fully equipped with all modern equipment

LOCATI ON	ITEM	SPECIFICATION
CCTV		with separate dedicated section for Yoga/ HIIT/ Weight training/ Cardio. Entire society to be secured for safety with adequate CCTV cameras.

The Developer shall prepare ONE SAMPLE FLAT with all the amenities (samples, designs, colour etc.) for the existing members of the Society. Once the Society approves in writing then the Developer shall proceed with the finishing of all the Flats. All common Amenities are to be same for saleable flats.

Note: - The reputed "Brands" for all above mentioned materials will be discussed by the Developer with the Society, which Society will confirm in writing after certified by Society's PMC for quality assurance.

Important Note - No Distinction between Sale and Rehab Components: The Developer hereby undertakes and confirms that there shall be no distinction in the specifications, materials, make, height, or finish between the Sale Flats and the Rehab Flats. All units shall be constructed with uniform quality, design, and standards across the project.

LIST OF APPROVED MATERIALS

Sr. No.	Material	Specification / IS Standard	Approved Brands	Remarks / Notes
1	Cement (O.P.C Grade 43)	Conforming to IS:8112	ACC, Gujarat Ambuja, UltraTech, Birla	Fresh, lump-free cement stored in dry conditions. PPC/ PSC may be used only with prior approval.
2	Bricks	IS:1077, Minimum Crushing Strength – 35 kg/sq.cm	Any approved local make meeting standard	Water absorption $\leq$ 25% (non-load bearing), $\leq$ 20% (load bearing). Free from cracks and efflorescence.
3	Waterproofing Compound	As per manufacturer's standards	Impermo, Cicco, Roff, Sunanda Chemicals, Scott No.1, Pidilite (Dr. Fixit)	Use per manufacturer's instructions for concrete, plaster, and joints.
4	White Cement	IS:8042	ACC, JK White, Birla White	For tile joints, finishing, and decorative work.
5	Cast Iron (C.I.) Pipes	IS:1536 / IS:1537	Neco	Anti-corrosive painted; joints properly sealed with lead or rubber gaskets.
6	PVC / CPVC Pipes	IS:4985 (PVC) / IS:15778 (CPVC)	Supreme, Astral	For internal/external plumbing; pressure tested before installation.
7	Asbestos Cement (A.C.) Pipes	IS:1592	Everest, Himalaya, Swastik	For external drainage or rainwater systems.
8	External Acrylic Waterproof Paint	Weather-resistant 100% acrylic	Asian Paints (Apex Ultima), Nerolac (Excel), ICI Dulux Weathershield	Apply two coats over primer; ensure surface preparation and curing.
9	Concrete Additives & Chemicals	Conforming to IS:9103	Roff, Sunanda, Fosroc, Ciba, Choksey	Polymers, WP compounds, plasticizers, repair mortars, epoxy – use as per structural requirement.
10	Sand	IS:383	River sand with <3% silt content	Free from clay, mica, or deleterious materials. Use screened sand for plastering.
11	Water	Potable water	-	Free from organic matter, oil, acids, alkalis, or salts harmful to concrete/steel.
12	Ceramic Tiles	IS:15622	RAK, Bell, Kajaria, Nitco	Wall/floor tiles; fixed with approved adhesive and aligned properly.
13	Vitrified Tiles (Full Body / Double Charged)	IS:15622	RAK, Nitco, Kajaria, Nexion, Atlas Concorde	Thickness 8–10 mm; high abrasion resistance.
14	C.P. (Chrome Plated) Fittings	Heavy duty brass body	Hansgrohe, Toto, Grohe	Triple-layer chrome plating; water-efficient models preferred.

15	Sanitary Ware	IS:2556	Kohler, Duravit, American Standard, Toto	White color preferred; approved make and design. Copper conductor, multi-strand, ISI marked; concealed wiring.
18	Electrical Wires / Cables	IS:694 (FRLS type)	Polycab, Finolex, RR Kabel	
19	Electrical Switches & Accessories	Modular, ISI certified	Goldmedal, Legrand, Noris	Uniform aesthetic and color tone throughout project.
20	Steel Reinforcement (TMT Bars)	IS:1786 (Fe 500/550)	TATA, JSW, SAIL, or equivalent ISI brand	Test certificates to be produced; steel to be rust-free.
21	Aluminium		Jindal, Indalco, Hindalco, Virgo	
22	Hardware		Dorma, Dorset, Hafele, Godrej, yale, Kich	
23	Locks		Dorma, Dorset, Hafele, Godrej, yale, Kich	
24	Sink		Nirali, Diamond, Franke, Anupam	
25	Exhaust Fan		Crompton, Bajaj, Anchor, Usha, Orient, Almonard, Khaitan	
26	Fans		Crompton, Bajaj, Anchor, Usha, Orient, Almonard, Khaitan	
27	Electrical Mainboards		Havells – Xpro, Legrand – DX3, Hager, L&T, Schneider – Acti 9, Siemens	
28	Electrical Wiring and Cables		Havells, Finolex, Polycab, Gloster, L&T, KEI, RR Kabel	
29	MCB's and ELB's		Havells – Xpro, Legrand – DX3, Hager, L&T, Schneider – Acti 9, Siemens	
30	Air Conditioner		Daikin, Mitsubishi, Hitachi, LG	

If any of the above BRANDS is not available, then the Developer will discuss with the Society & provide equivalent alternative or better option, which Society will confirm in writing after being certified by Society's PMC for quality assurance.

If any of the above BRANDS is not available, then the Developer will discuss with the Society & provide equivalent alternative or better option, which Society will confirm in writing after being certified by Society's PMC for quality assurance.

PART 2

SECTION I: PREAMBLE – ABOUT SOCIETY

THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. CTS No.3/653, Village – Malabar Hill, Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026 .

Details given of the plot and building are indicative in nature and given in good faith and meant only as guidance without any commitment on the part of the Society. The Society makes it clear that the Society is entitled to an area of 9710 sq.yds areas as per Deed of Lease. However, pursuant to Sub-division of the property bearing Cadastral Survey No. 3/653

the Society is presently in possession of an area of 5481.72 Sq.mtrs as per actual possession. Further as per the above mentioned Architect Certificate the Cadastral Survey No. of the property of the society is 3/653 (part) of Cumballa and Malabar Hill Division in the Registration District and Sub-District of Island City of Mumbai. However, the society takes no responsibility of the above representation and the interested Developers are expected to make their own enquiries on all matters and check and verify all the documents that are related to and may affect the project, at its own costs charges, expenses and consequences, including but without limitation to - Plot area that could be utilized to calculate development potential, reservations, road setback, restrictions on height/ height permissions available via NOC issued by aviation authorities, total FSI already consumed, FSI that can be made available for the re-development project (whether by way of Primary FSI, Government Premium FSI, TDR, incentive FSI under any regulation of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (the DCPR 2034) and Fungible Compensatory FSI that can be loaded on the plot). The Society has further states that the society is unable to locate the original Lessors. It shall be the sole responsibility of the interested Developers to locate and deal with the Lessors/Owners of the property and obtain necessary permission/consent from them if any required and/or clear the title of the said society to the said property. The Tenderer shall not be permitted to change its bid stating the reason that the information provided under this tender document is inaccurate or insufficient. The Society reserves the right to reject any or all offers without assigning any reason whatsoever. The bidder shall not raise any claims against Society and/or the PMC and/or any other consultants appointed by the Society for any discrepancy in such matters.

Sr.
No

Society Name:

THE SWATANTRA BHAVAN CO-OP HOUSING
SOCIETY LTD.

1	Plot Address:	CTS No.3/653 (part), Village – Malabar Hill, Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026 .
2	Current building type.	Residential Buildings with shop line on ground floor
3	Plot area as per data provided	<u>5481.72 Sq.mtrs</u> in possession of society as per Total Station Survey
4	No. of the Existing Building:	9710 sq.yd. as per Assignment Deed 8322/1960 4 (A, B, C, D)
5	No. of Existing Units:	245members
6	Total Carpet Area representation of existing building as finalized by the ociety	1,20,524.15 Sq ft (All buildings)
7	Total FSI consumed	Approx – 12,500 sqm
8	CTS No.	CTS NO.3/653, VILLAGE – MALABAR HILL
9	Land Ready Reckoner Rate	Rs. 1,91,100/- per Sq. mtr
10	Land tenure	Leasehold from_____
11	Access	On the East side by 18.30 m wide Forjett Street
13	Permissible user	As per the DCPR 2034- Residential zone.
14	Existing Building- Approved Plans	The existing building's approved plans are under file No. _____

PLEASE NOTE:

The details of the issues pertaining/ concerning the redevelopment project are more precisely disclosed by the Society and is annexed as Annexure ___ hereinbelow.

SECTION 2: MAIN OBJECTIVES OF THE RE-DEVELOPMENT PROPOSAL

- The proposal should offer maximum permissible additional RERA carpet area including incentive and compensatory fungible F.S.I. to each existing member of the Society.
- The proposal should offer maximum amount as displacement compensation to compensate for renting temporary accommodation in the vicinity of the property and for the personal inconvenience caused to the members for shifting to another temporary accommodation or relocation.
- The proposal should offer maximum amount of hardship compensation to members for the hardships during the redevelopment and to take care of the increased future maintenance & taxes.
- The proposal should offer excellent quality construction
 - The proposal should offer excellent modern amenities (some of the expected amenities are detailed in Section 4 'List of the Specifications (Amenities)', but the amenities shall be further negotiated by the Society.

Due weightage will be given to those interested developers (i) who have a proven track-record of Society redevelopments, (ii) who offer to load FSI required for the entire project (inclusive of TDR, premium paid FSI, Fungible FSI, etc) and with full IOD before members are called to vacate, (iii) who offer to members maximum additional RERA carpet area in their new flats with detailed amenities of the highest quality, (iv) who offer to pay rental compensation sufficient to enable members to move into temporary accommodation of similar sized flats as their existing flats, with yearly increases and with rentals being paid upfront on vacating (rather than staggered payments), (v) who offer maximum hardship compensation, with payments made upfront rather than staggered payments,

PART 2

SECTION 2: THE SCHEDULE OF THE PROPERTY OF SOCIETY

Land bearing CTS NO.3/653 (part), VILLAGE – MALABAR HILL, admeasuring 5481.72 Sq.mtrs

(as per data available with the society) with the building named THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. situated at Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026 .

DISCLAIMER:

This Tender Document contains brief information about THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. This information is provided to assist the tenderers to formulate their bid application and given in good faith and meant only as guidance without any commitment on the part of the Society. This document does not purport to contain all the information that each applicant may require. Each applicant should conduct his own investigation, verification and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources. The Society, its Managing Committee & Society's PMC make no representation or warranty and shall incur no liability under any law, statute, rules or regulation as to the accuracy, reliability or completeness of the document. The information provided here under is to the best of their knowledge.

The Society reserves the right to accept or reject any or all the applications without giving any reason whatsoever. The Society and its committee shall not entertain any claim for expenses in relation to the preparation or submission of the Tender bid or offer.

PART 2

SECTION – 3 SCOPE OF WORK & PERFORMANCE

The Developer shall comply with the provisions of RERA and seek necessary consents from the parties' purchasing flats prior to such amendment / variation / deviation. The Developer shall pay and indemnify the Society & PMC against any liability in respect of any fees or charges payable under any Act of Parliament, State Laws or any Government instrument, rule or order any regulations or Byelaws of any local authority or public utility concern in respect of the works.

Inspection of Site and Sufficiency of Tender:

The interested Developer shall inspect and examine the site and its surrounding and shall satisfy himself / itself before submitting the tender as to the nature of the ground, and sub-soil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

The interested Developer shall be deemed to have satisfied himself / itself before tendering as to the correctness and sufficiency of his tender for the works and cover all his obligations under the contract and all matters and things necessary for completion of the project and maintenance of the project.

No extra charges consequent on any misunderstanding or otherwise should be provided.

If the appointed Developer shall claim to have been obstructed in the execution of the contract work by any act of lawlessness on part of any Society-member or third-party, the appointed Developer shall exclusively deal with such act by the due process of law but shall not be entitled to attribute thereby the breach of any obligation under the contract to the Society and to claim from the Society compensation for damage or loss if any thereby suffered.

Uncovering and making good: -

The Developer shall uncover any part of the work and/or make opening in or through the same as the PMC may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the PMC.

The Developer shall not employ in connection with the work any child who has not completed his/her 15th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he/she is certified fit for work as an adult as prescribed under clause (B) of sub-section

(2) of section 69 of the Factories Act, 1918.

The Developer shall also see that all the provisions regarding employment of persons covered by the employment of Children Act 1933 and child labour (prohibition and regulation) act 1986 and the Factories Act, 1918, as amended from time to time, shall be fully complied with.

The Society shall not be held responsible in case of any mishap/accident on site during

the course of construction.

Developer's liability of insurance: -

The Successful TENDERER is to obtain sufficient Insurance coverage which includes CAR (Contractor all risk policy) policy, Workman compensation, third-party insurance for his organization as per government regulations for the purpose of carrying out demolition work, site preparation, construction work and completion of the project and safety of existing building during construction work. The above Insurance coverage should take care of injury to or loss of life of residents of the Society, visitors, worker/s, technical / non-technical, managerial/ otherwise and other damages and third-party risks and the Society will not be liable for such loss or injury.

From commencement to completion of the works, the Developer shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof The Developer shall indemnify and keep indemnified the Society, managing committee of the Society, Architects / PMC, PMC engineers and their staff, all other consultants, visitors against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto

PART 3

SECTION - 1

GENERAL CONDITIONS OF CONTRACT

INTERPRETATIONS AND DEFINITIONS

Definitions :

'The Society' shall mean the THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. situated at Forjett Street, Anand Nagar, Tardeo, Mumbai – 400026 .

1. The "Managing Committee" (MC) shall mean the Managing Committee of the Society constituted from time to time and to carry out on its behalf the functions related to the project as may be specifically assigned to it by the Society.

2. "Tenderer/Developer/Bidder" shall mean the firm/party/company who submits quotes as per the Society's tender.

3. 'PMC' (Project Management Consultants) means M/s. Headway NKPC Consultants, 312, A TO Z INDUSTRIAL ESTATE, GANPATRAO KADAM MARG, LOWER PAREL, MUMBAI 400 013. The 'competent authority' shall mean the Municipal Corporation Greater Mumbai (MCGM) and all the sanctioning authorities and not limited to, in respect of project work such as Local Municipal Authority, Reliance Energy/Tata Power supply co. or any other Power company, Electrical Inspector, Lift Inspector, Revenue Authorities, Tree Authority, Civil Aviation Department, Environment Ministry, Defense Authorities, Regional Development Authority, MMRDA/MRTS or Govt. of Maharashtra Govt. of India, MCZMA etc.

4. The 'Government' shall mean the Government of State of Maharashtra / Central Government.

5. The 'defects liability period':

The Defect Liability Period for all components of project works shall be Five (05) years from the receipt of the full OC and for Water Proofing and leakages works shall be Ten (10) years from the receipt of the full OC, respectively for each building differently. The Developer/Promoter shall be responsible to make good and remedy at its own costs, charges, expenses and consequences during the Defect Liability Period, any defects, which may develop or be noticed before the expiry of the mentioned period from certified date of completion. Any defects or failures during this period shall be rectified / repaired by the Developer/Promoter, at its own costs and expenses, within 07 (Seven) Days of receipt of intimation in writing. All the works that may be necessary for rectifying the defects specified therein, including dismantling and reconstruction of defective portions strictly in accordance with an in the manner prescribed, shall be completed within 07 (Seven) days from written notice given by it or as directed by the Society.

In the event of the successful bidder/promoter failing or neglecting to carry out the said rectification work in the stipulated time, the Society shall have the right to get it

repaired through any other agency, entirely at the risk and cost of the Developer/Promoter. Society may also instead of such amending and making good by the Developer/Promoter, deduct from any money due to the successful bidder/promoter. The cost of the same shall be deducted and adjusted by the Managing Committee at the risk and cost of the successful bidder/promoter against the amount of the Interest Free Security Deposit, Bank Guarantee, Reserved Developer's Area retained with the Society. If such cost so incurred by the Society exceeds the amount of the said retention retained, the difference between the retention amount and expenditure incurred by the Society shall be recovered from the successful bidder/promoter as dues of the Society from the successful bidder/promoter. A sum to be determined for such deduction on account of repairs and rectifications by the Society PMC/Consultant shall be equivalent to the cost of amending such work. Defect Liability Period to be considered building wise and as per the Completion Schedule.

In case of any defects in the building constructed for sale by the successful bidder/promoter, the entire responsibility lies with the successful bidder/promoter only. The Society will not be responsible in any way for any defects or their rectification. However, if such defects endanger the safety/serviceability of Society component of work, the Managing Committee will be free to take appropriate action as deemed fit. After the purchasers of saleable area become members of the Society, the successful bidder/promoter shall be responsible for the balance period of defect liability to the Society.

6. "Carpet Area" shall mean the wall to wall finished area inside the flats including door jambs, balconies and passages but shall exclude any areas free of FSI or elevation areas. The Tenderer shall quote the total "Carpet Area" i.e. regular wall to wall carpet area MOFA) only that each member shall be entitled to, in the new building. He shall also mention the corresponding RERA area in the offer.
7. 'Development Agreement' shall mean an agreement executed between the individual society and the chosen developer or a joint development agreement, of the form and content acceptable and agreed to by the Society. Development rights shall be granted to the selected developer only on such Development Agreement (of the form and content acceptable and agreed to by the Society) being executed and registered, and, till such time, no acts done by the Society or the Tenderers or any short-listed developer or any developer that the Society may identify as 'preferred developer', or a chosen developer, including but not limited to, exchange of documents/ correspondence or incurring of expenses or applications to any authorities, or generally any acts or deeds done, by any developer shall be construed as the Society having granted any rights to any developer, and the same shall be treated in the course of negotiations. The terms 'chosen Developer' or 'Developer' wherever used shall mean such developer who has been appointed by the Society on the execution of the Development Agreement as aforesaid, and not earlier.

8. FORCE MAJEURE

The Parties hereto agree that the time for completion of the New Building(s) and obtaining the Occupation Certificate shall be subject to Force Majeure not attributable to the Developers. The term "Force Majeure" wherever used herein shall mean any event or circumstance or combination of events or circumstances as specified below that directly affects the Developers in the performance of their obligations in

accordance with the terms of this Tender Document or the redevelopment project of the Society and includes:

a. acts of God including earthquakes, floods, inundations, landslide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the MCGM/ other authorities;

b. order, injunction, or decree or judgement of any Court staying the construction activities or restricting the redevelopment of the Society, changes in policy of the Municipal Corporation or other authorities which restrict the redevelopment and/or any future prevention by way of any amendment in law or new law, rules or regulation applicable which adversely affects the re-development of properties across the Mumbai Suburban;

c. acts of terrorism, war, hostilities (whether declared or not), invasion, rebellion, riots.

On occurrence of Force Majeure events and as soon as is practicable, the Developers shall notify the Society of the same setting out the nature and extent of the Force Majeure/ event. Notwithstanding anything to the contrary, if any Force Majeure condition occurs, time for compliance of the Developers' obligations shall stand extended and the Developers shall continue paying the Displacement compensation and such other monetary entitlements as the members maybe entitled to and as specified herein but shall not be liable to bear or pay any interest or penalties or liquidated damages or any other amounts, charges, liabilities etc. for such period. The right to suspend performance provided by this clause has effect only for the period during which the Force Majeure conditions exist.

9. "VACATION DATE" means the date on which, the last Member of the Society vacates his/ her existing flat / unit in the Buildings and the vacant possession of the entire property of all the Society is handed over to the Developer for the purpose of Redevelopment;
10. "VACATION APPROVALS" shall mean and include obtaining the IOD and approved plans (with all concerned and connected Approvals) from Competent Authority and loading entire 100% FSI and making payment of full premium towards such FSI.
11. "LIQUIDATED DAMAGES": Liquidated Damages will be levied at every stage including but not limited to the developer / promoter failing or defaulting in obtaining permissions / Approvals as well as completion of job at phases. If the Developer/ Promoter fails to complete the works and / or any items of work in all respect and / or fails to hand over the same to the Society within the time stipulated or approved extended time, Developer/ Promoter shall pay and compensate in monetary form to the Society Liquidated Damages (LDs) for such failure / default and not as penalty in monetary term calculated on per week basis or any part thereof payable as shall be more precisely set out in the development agreement to be executed and registered between the Society and the developer. The deductions of such Liquidated Damages shall not relieve the Developer from his obligation

to complete the works or from any other of his obligations and liabilities covered by the contract.

12.

PART 3
SECTION - 2
SPECIAL CONDITIONS OF CONTRACT SOCIETY'S TERMS AND CONDITIONS

1. The fees of the PMC, Legal consultant, CA and any other consultant appointed by the Society shall be paid up front by the chosen Developer to the Society account and the Society will then disburse the amounts to these agencies as per the stages of payment and work progress.
2. New buildings should be designed to house existing members as well as new members as per the planning by the chosen Developer and approved by the Society. Location / allotment of flats to existing members as per preference and requirements of Society. Developer is expected to make best efforts to make design of New Buildings as per VAASTU & the same should be approved by Society & PMC.
3. New building shall comprise inter alia of the new flats / units of the Society-members and the Developer's flats / units available for sale. Existing members of the Society must be first rehabilitated in the new flats / units prior to possession of the Developer's flats / units being handed over to the purchasers thereof. upon procurement of the full OC for the project, such purchasers shall be admitted as members of the Society.
4. The Society hereby requests the Developer to allot the new commercial units/shops at front-side. Road-facing/road-side shops of existing members shall be retained as road-side shops in the new building. location..
5. The successful bidder / promoter / developer undertakes the redevelopment project under the 33(9) scheme of DCPR 2034 then, the successful bidder / promoter / developer shall minimize the area to be handed over to MHADA and in case if at all any area is to be handed over to MHADA, the successful bidder shall construct and handover the balance FSI to MHADA as per the sharing formula in accordance to the scheme ("MHADA's Share"). The successful bidder / promoter / developer shall not construct MHADA's Share or part thereof on the Property of the Society.
6. In the event that the Developer desires to undertake the project under Regulation 33(11) of DCPR 2034, the Developer has to club the said Property with an alternate clubbing site as per provisions of relevant regulations wherein no tenement shall be approved or constructed for rental housing / PTC / PAP / AH tenements / contravening structures / tolerated structures on the said properties belonging to the Society. Only existing members rehab component and saleable component shall be planned on the said properties. The Developer shall be the partner / owner of such alternate clubbing site, and construction on such alternate clubbing site shall be within the control of the Developer, and there should not be any dependency on any other partner / land owner / Developer. The developer shall identify the alternate clubbing site and mention all the property details of such alternate site prior to its selection and appointment. The developer shall club the two plots / schemes and transfer all the rental housing / PTC / PAP / AH tenements / contravening structures / tolerated structures to alternate clubbing site at LOI / scheme approval stage itself.

7. Tenderers are expected to offer compensation in the form of rent for the temporary accommodation at actual current market rate per sq.ft. of carpet area per flat. Compensation escalation of 10% for every 12 months term is expected from Tenderers. In case of delay in the project, additional payments towards displacement compensation and other expenses should be made in advance. As soon as the chosen Developer becomes aware of the delay in the project, the displacement compensation for the additional time shall be payable as shall be agreed, and, in no case will delay payments towards the rent be accepted.

The chosen Developer will continue to pay displacement compensation for temporary accommodation to the Society for its existing members for delays (if any) till one month after the developer hands over the keys of completed flats / units to the members (which shall be done only after the project is completed with all common amenities, the Members' new flats / units are completed with all agreed internal amenities, the Full Occupation Certificate of the new building is received, all amounts payable by the chosen Developer are paid up, and unfinished works and/or defects are remedied).

The Developer shall continue to pay the same in all circumstances including force majeure conditions.

Transportation expenditure per shifting shall be given in advance by the chosen Developer to the Society for its existing members before vacating of existing members & while coming back to take possession to all residential members of Society in a uniform manner and shall be deposited in the Society's Account.

10. Brokerage charges for temporary alternate accommodation shall be given in advance by the chosen Developer to the Society for its existing members before vacating of existing members. The chosen Developer shall furnish to the Society floor plans, layout and building plans and the same shall be approved at the respective Society's Special General Body Meeting before signing the Development Agreement. The Legal Consultant appointed by the Society shall prepare a draft of the Development Agreement for consideration and approval by the Developer which will generally be in conformity with the Tender Document and the terms and conditions agreed during the subsequent discussions / negotiation forming part of the bidding process. The drafts of MOU (if required), Irrevocable Consent for Redevelopment, Power of Attorney (POA), Individual Flat Agreement termed as Permanent Alternate Accommodation Agreement (PAAA), Indemnity Bond and additional writings shall also be prepared by the Society's Legal Consultant.
11. The chosen Developer shall obtain at his cost + Incentive FSI+ Fungible Area + any other permissible FSI in the name of the Society in accordance with the provisions of Regulation 33(9) Table 12 of the Development Control & Promotion Regulations - 2034 For Greater Mumbai and obtain I.O.D (Intimation of disapproval) / IOA (Intimation of approval) for entire F.S.I. from M.C.G.M., before Members are called upon to vacate the property.
12. The chosen Developer shall get the building plans approved from the M.C.G.M. and / or such other concerned authorities and shall pay all the requisite deposits, fees, premiums, out of pocket expenses etc. to various authorities including the, M.C.G.M. and all other government agencies for the purpose of getting the building plans

approved.

The members of the Society will vacate their premises to the Developer only after the issuance of written notice by the Developer along with a copy of the requisite I.O.D. / IOA with entire TDR + Premium FSI. + Fungible FSI is loaded in the name of the Society and the building plans duly approved by all the concerned authorities for the entire FSI +TDR +Premium FSI + Full Fungible component as decided by the society subject to the Property Card being updated.

The chosen Developer shall provide to every member free of cost reconstructed self-contained flat / unit of such size as will be agreed by the Society with all modern amenities and specifications to be decided upon, but for which suggested list is annexed at Annexure A and Annexure B of the Tender Documents, and which shall be subject to negotiations).

14. The chosen Developer shall pay all the deposits, expenses, premiums, charges etc. for the entire cost of the redevelopment as well as the chosen Developer shall pay all the necessary taxes including but not limited to, works contract tax, GST, LUC, E.S.I.C. and all other governments' dues such as stamps duty, registration, agent fees etc., if any. If, within 36 months from the Vacation Date, the full Occupation certificate of the new building is not obtained and possession is not offered to members, the capital gains tax payable by members beyond 36 months will be paid/ reimbursed by the developer.
15. The Developer shall not be permitted to construct permanent structures other than those which are ancillary and form part of the project as per the approved plans. The location and the layout of these ancillary structures shall have to be approved from the Managing Committee / Society/ Architect/ PMC. Construction of temporary structures such as site office etc. for Developer shall be permitted after obtaining approval of Managing Committee and other statutory authorities after selection of Developer & it includes labor camp. A detailed plan as regards to space allocation shall be decided before commencement of temporary structures work on site. The temporary structures shall be dismantled within 30 days from the date of completion of project by the Developer.
16. The chosen Developer shall pay the stamp duty, registration charges, GST and the other charges on the agreements executed for the additional free of cost area together with the original area of all the existing members.

Provision for visitors parking to park separately. The entire parking area should be duly covered open space and shall always be retained by the Society. Each existing member shall be given a minimum of 1 covered non mechanical parking spaces and maximum 2 covered non mechanical parking space, subject to the current DCP Regulations. There should be provision of electrical charging and at least 1 Two Wheeler Parking for Each Members

18. If the basement is a must due to planning constraint, then the Developer should ensure that adequate lighting, ventilation, water drainage system etc. is provided.

The chosen Developer shall not exceed the maximum period of

reconstruction and completion of 48 (Forty Eight) calendar months (36 months of actual construction/ completion and 12 months of grace) from the Vacation Date for completion of the entire project.

20. Time shall be considered as essence of the contract & the Developer will have to submit a bar chart program for the progress & completion of the works within the scheduled time period. The time frame is binding on the Developer. Deviation in the program if any, will be made only with prior & written approval of the Society. Developer has to submit progress report to the Society/ Consultant every month, showing progress achieved of each item of works against the target as per the bar chart. He should explain the reason for the shortfall if any & indicate the steps he is contemplating to take to offset the blockage. If necessary revised bar chart shall be prepared by the developer based on actual progress & revised future program by enhancing extra labor force etc. in order to complete the work within stipulated time limit of 48 (Forty Eight) calendar months from Vacation Date (36 months of actual construction/ completion and 12 months of grace) and also get it approved by Society.

21.

22. Liquidated Damages

Time shall be the essence of this contract, If the chosen Developer fails to complete the works/items of work in all respect and hand over the same to the Society within the time stipulated or approved extended time, Developer shall pay to each of the Society Liquidated damages (LD) for such default a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) per week.

23. Bank Guarantee

The chosen Developer, after receipt of IOD (Intimation of Disapproval) and prior to demolition of building, shall furnish a Bank Guarantee of Rs. 50,00,00,000/- (Rupees Fifty

Croreonly), (besides the Reserved Developers Area) of any Nationalized Bank or private banks acceptable to the society to cover the cost of the Redevelopment project. The Society will prefer Bank Guarantee which shall be equivalent to 20% of the total members area. The terms & Conditions of the bank Guarantee shall be as mutually agreed upon by the Society and the chosen Developer. The Bank Guarantee shall be valid and subsisting, for the period of the project & full O.C. is received from BMC. If the Society intends to extend the time for completion of the project for any reason beyond the said period, the Bank Guarantee shall be extended correspondingly to the extended period before the Society grants such extension of time. The Bank Guarantee shall be furnished in favor of the Society within the period prescribed by the Society.

The chosen Developer shall have to provide Bank Guarantee on account of the following: -

- i) Non-completion whether within or beyond the control of the chosen Developer

of the project within the stipulated time or within the extended time.

- ii) Non-payment of the monetary compensation as shall be agreed and stipulated in the development agreement.
- iii) Non-observance whether within or beyond the control of the chosen Developer of the Terms & Conditions of the Agreement to be entered into between the Society and the chosen Developer.

If the Redevelopment project is not completed within the stipulated period or if any payments due by the chosen Developer are not paid, the bank guarantee shall be invoked, and the funds shall be utilized by the Society without any demur to the developer.

In case the work comes to a standstill for any reasons, except due to force majeure clause as to be mentioned in the Development Agreement, the Society shall invoke the bank guarantee and the funds shall be utilized to complete the construction of the members' flats / units which will be without prejudice to the rights of the Society / members.

The said Bank Guarantee as above shall be a reducing Bank Guarantee as per the completion of the stages of construction of the Society's new building as shall be negotiated and detailed in the Development Agreement.

24. That the certificate issued by the PMC/Architect of the Society shall be the conclusive proof that the work up to the particular agreed stage is completed and on the basis of such certificate issued and approved as aforesaid, the said Bank Guarantee shall accordingly stand reduced to the agreed extent, and accordingly certificate of the Architect/PMC for the said project along with a letter shall be submitted to the concerned bank along with the Society's letter releasing the bank guarantee shall be submitted to the concerned Bank who have issued the said Bank Guarantee and accordingly the bank shall reduce the amount of the said Bank Guarantee.

25. RESERVED DEVELOPER'S AREA:

As a security for performance of the obligations, covenants and representation made by the successful bidder / promoter / developer as may be set out in the definitive agreements, the successful bidder / promoter / developer shall create charge of an area admeasuring square meters in respect of the developer's saleable component comprised in the new building to be constructed. The said flats to be reserved shall be on the lowest sale floor of the newly constructed building ("Reserved Developer's Area").

The successful bidder / promoter / developer confirms that immediately upon approval of the plans, the successful bidder / promoter / developer shall issue allotment letter in favour of the Society re-confirming the flat number/s and charge created on the flat/s and disclose the details of the Reserved Developer's Area on the RERA Website.

The liquidation of the Reserved Developer's Area shall be, save as provided,

unconditional, irrevocable and enforceable, without demur by the successful bidder / promoter / developer. In the event for any reason, the new building is not completed within the timelines as shall be set out in the definitive agreements and within the period to be mutually agreed in writing between the parties hereto, or the successful bidder / promoter / developer has failed to make any payment as envisaged under the definitive agreements or the successful bidder / promoter / developer has failed to comply with other material terms, conditions and covenants as shall be mutually agreed upon and further, shall be recorded in the definitive agreements, the Society shall be entitled to liquidate the Reserved Developer's Area and utilize the same for (i) completing the construction of the New Building and/or (ii) making good the outstanding payment and/or (iii) complete other obligations, covenant or undertaking of the successful bidder / promoter / developer.

In case of liquidation of the Reserved Developer's Area as stated above for the purpose of completion of the unfinished New Building, the successful bidder / promoter / developer shall have no lien, charge or claims over or on the sanctioned plans, permissions, working drawings and other document pertaining to the Reserved Developer's Area and the same shall be handed over to the Society on demand without claiming any lien for costs or otherwise howsoever.

Earnest Money Deposit and Security Deposit

This TENDER document must be submitted along-with a Sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) as Interest Free Earnest Money Deposit ["E.M.D"], failing which, the Tender shall be rejected. The E.M.D. shall be submitted by way of Pay Order in favor of each Society i.e. THE SWATANTRA BHAVAN CO-OP HOUSING SOCIETY LTD. payable at Mumbai. The E.M.D. of the unsuccessful tenderer shall be returned within 30 days of the issuance of the letter of intent in favour of the selected developer in the S.G.B.M. of the Society. The said E.M.D. shall not carry any interest whatsoever. The payment of the E.M.D. or any other amounts by any Tenderer or the incurring of any expenses by any Tenderer shall not be construed as conferring any rights in favour of any Tenderer. When a Tenderer is identified and a Development Agreement is executed by the Society thereby appointing the chosen Developer, the E.M.D. of that chosen Developer shall be retained as the first tranche towards the interest free refundable Security Deposit, for the due and committed performance of the Tender. The chosen Developer has to pay total interest-free security deposit as mutually agreed between the Society and the developer ("Security Deposit"), and the Security Deposit of Rs 10,00,00,000/- (Rupees Ten Crores Only) will include the E.M.D. and the balance agreed amount (which will have to be paid on or before the execution of the Development Agreement).

The Security Deposit shall be retained by the Society till the expiry of the Defects Liability Period.

The Security Deposit would get forfeited in the event of Developer defaulting in his obligations as per the said Tender and thereafter the Development Agreement, rescinding or renegotiating his offer or _____

27. SALE OF EXISTING PREMISES

After the execution of the Development Agreement the Member shall not be entitled to sell and / or transfer his right, title and interest in the existing flat. However, post

execution of the PAAA, the Members shall not transfer (and the Society shall not permit transfer) their Shares or their rights to any of the Members' Existing Premises or the Members' New Flats/New units or his/ her rights in the Society or rights, under any agreement, arrangement or understanding whatsoever unless and until the transferee(s) thereof first give(s) an undertaking in writing that he/she shall abide and comply with all the obligations under the Development Agreement without any demur and until the Society, with prior intimation to the Developers, grants its written consent for such intended transfer and thereafter, the said purchaser / transferee shall sign a deed of adherence to abide by all the terms and conditions and obligations of this Agreement in the format provided by the Developer and such purchaser agrees to pay the applicable stamp duty. Any writings required by the Society and/or the Developers to secure the rights of the Society and/or the Developers and/or the other Members shall be given by the concerned Member or by the transferee(s) without any demur. The Development Agreement shall be binding on the new purchaser(s)/ transferee(s) to all intents and purposes and such purchaser(s)/ transferee(s) alone shall be entitled to the New Flat/New unit of such outgoing Member and the share of such Member in the monetary consideration or the balance thereof or any other benefits as per the Development Agreement. In such event, the concerned Member shall cease to have any rights to the new flat or to the proportionate share of the consideration or under the Development Agreement.

28. ADMISSION OF NEW MEMBERS TO THE RESULTANT SOCIETY/S:

The purchasers of the developer's saleable component shall be admitted only after receipt of Full Occupation Certificate. The successful bidder/promoter shall be entering into the agreement with the new purchasers on "Principal to Principal" basis. The successful bidder/promoter should enter into such Agreement with proposed buyers only after getting the draft of said agreement approved by the Society. The Agreement must provide that the Society will not be responsible for the new flat / shop purchased in any manner or at any given point in time. New member should be made aware of all the details of the agreement between the Society and the successful bidder/promoter. Further, new member shall have to abide by rules and regulations of the Resultant Society/s. Resultant Society/s shall have the right to ask the new members to pay certain amount of monthly maintenance in advance. Also, new member who shall be joining the Society/s or Resultant Society/s shall also be required to contribute the Corpus Fund and the Sinking Fund, equivalent to the amount contributed by the existing members, if it appears in the Society/s Resultant Society/s Balance Sheet. Further, the successful bidder / promoter / developer shall ensure that the agreement to be executed with the purchaser shall precisely set out that the purchaser shall not be allowed to change the user of the unit sold to him / her and that there shall not be any immoral, illegal, unlawful activity to be conducted in such premises. In case of any default by the developer, the Society shall not be liable to the purchasers in any manner whatsoever.

29. STAMP DUTY, REGISTRATION CHARGES AND GST:

The Stamp Duty, Registration Fees, GST, Notary Charges or any official legal expenses along with incidental expenses thereto, which have to be paid on Development Agreement, Power of Attorney for redevelopment, Supplementary Agreement, Permanent Alternate Accommodation Agreement with existing Members, Deeds, Declarations, Indemnity Bonds, Affidavits or any other deed or document or writing which will be executed in pursuance of this transaction shall be borne and paid by the successful bidder/promoter. Society as well as the existing members shall not be

paying any taxes, duties of whatsoever nature including the Stamp Duties, Property Taxes and other Incidental and all out of pocket expenses. In the event due to any change in government regulations or otherwise, a notice for any of the aforesaid charges is received after the receipt of full occupation certificate for the project, but the amount pertains to a cost prior to the final completion of the project i.e. the members taking repossession of their new flat / unit in the new building post receipt of the full OC, the Developer shall be liable to pay such costs.

If any GST or similar tax is levied on the monthly displacement compensation, brokerage, relocation charges or any other payment agreed to be paid by the Developer under the development agreement to the member of the Society or the premises allotted to the Members in lieu of their existing premises, the same shall be borne and paid by the Developer alone.

30. CONDITIONS FOR VACATING THE PREMISES

The Developer shall complete the following activities at his costs, efforts, expenses and consequences before requesting the members to vacate their premises and before asking the Society to grant him license to enter upon the said property for redevelopment:

- (a) Sign (Society and its Members) and register the Redevelopment Agreement, Individual Member's Allotment Agreements (in favour of the Members of the Society) and Power of Attorney.
- (b) Procure Vacation Approval.
- (c) Submit the tentative building plans and tentative layout plans to the Society and get the same approved by the General Body of the Society after incorporating the members' or PMC's suggestions, if any.
- (d) Obtain approval of the plans from MCGM (IOD) for entire development potential and obtain AAI NOC/permission.
- (e) AAI NOC for full height.
- (f) MOEF/EC from SEIAA
- (g) Pay to the Society/ members the agreed amounts of hardship compensation, monthly displacement compensation including brokerage and shifting charges, security deposit, bank guarantee etc., as specified in the Redevelopment Agreement.
- (h) Submit the agreed Bank Guarantee & letter identifying and earmarking the Reserved Developer's Area to the Society before the Vacation Date.
- (i) Making all the payments to the Society/Members or concerned government authorities as per conditions of the Redevelopment Agreement.

After the Developer has complied with all the above conditions as well as any prerequisite NOCs/ Permissions for IOD (for the entire new building), the Society shall

cause their members to vacate the premises in the existing Building and the Society shall give to the developer only a license to enter upon the said property for the specified period on the terms which will be stated in the Redevelopment Agreement. The Society shall always hold the Ownership, possession and the title of the said property and all structures thereon, whether existing or to be always constructed thereon, notwithstanding any conditions, mentioned anywhere else and this will be mentioned in the Redevelopment Agreement. In case there are any non-co-operating members or in case of any dispute in ownership of any premises in the existing building, the developer shall obtain Court Orders against such members for vacating their respective premises in the existing building, at the costs, expense, efforts and consequences of the developer, with liberty to the developer to recover the costs from such non-cooperating member.

31. NON-CONSENTING MEMBER

While the Society will endeavor to obtain the consent of all members to the redevelopment project, if a situation arises of any member(s) is / are not consenting to the redevelopment or not co-operating with the Society, the Developer will have to separately put in efforts and deal with the errant member(s) with the Society support but costs thereof will be borne by Developer alone. After the execution of the Redevelopment Agreement in favour of the developer, the developer shall undertake legal remedy (including action in a competent court of law) against non-consenting and non-co-operative members/occupants available under the provisions of law which shall be entirely at the sole cost, risk and efforts of the Developer, while Society will provide all necessary co-operation for the same. No reimbursements shall be made by the Society of the costs that may be incurred by the developer under any circumstances. However, such costs may be recovered by the developer from the non-consenting and non-co-operative members/occupants. The necessary orders from a competent court of law for direction to the non-consenting members shall be obtained prior to the Vacation Date.

32. LOADING OF FULL TDR/FSI BEFORE VACATING

The Developer shall purchase and load 100% FSI permissible (except for Developers FUnigble Area) including and TDR upfront and Government FSI upfront before vacating by the Society, by paying all the necessary premiums thereof, in the name of the Society prior to the members vacating the premises. In the event of any default, the Society shall retain ownership of all FSI already loaded, and the Developer shall not be permitted to withdraw or remove the same. The Developer must load the total admissible FSI on the plot before the existing members vacate the building for demolition. All expenses related to the purchase and transfer of such FSI, TDR, Fungible Area and Government FSI including stamp duty, registration charges, brokerage, and any other applicable costs shall be solely borne by the Developer.

33. After the Society has executed the development agreement, till the date of their repossession of the existing members along with Full Occupation Certificate, if any order/s / decree/s / notice/s are issued/passed by any government dept./ judicial and/or quasi-judicial authorities including but not limited to any order/s and/or decree/s passed by MahaRERA Authorities and/or MahaRERA Appellate Tribunal, by which the Society are held liable to pay any amounts for the defaults of the chosen Developer, then the chosen Developer shall bear all such costs / interests / penalties

as applicable on behalf of the Society and/or comply with all such direction/s issued, failing which the Society shall be at liberty to invoke the BG and or liquidate the Reserved Developers Area and / or Security Deposit in respect of the payments as mentioned herein.

34. The Society shall admit new buyers as members to the Society only after procurement of Full Occupation Certificate for the project and after the Members are offered possession of their new flats / units by a written notice (to be issued only after the New Building is completed with all common amenities, Members' new flats / units are complete with all agreed internal amenities, all unfinished or defective works are remedies, and all payments due by the chosen Developer to the Society/ members are made) and after the requisite documents and the forms shall be submitted by the prospective member along with the registered agreement entered into with the chosen Developer along with possession letter. The chosen Developer should proportionately contribute to the Resultant Society's fund, existing at the time of their admission.
35. If any of the flats / units forming part of the saleable component of the developer remain unsold post procurement of the full Occupation Certificate, the Developer shall become a member of the Resultant Society and shall pay the proportionate Corpus Contribution for each unsold flat / unit to the Resultant Society issuing separate shares/ share certificate to the Developers and all amounts towards outgoings, dues, taxes, maintenance and Resultant Society charges in respect of the unsold developers' premises which other members of the Resultant Society are required to pay- however, no prior permission of the Resultant Society shall be required nor any transfer charges shall be payable to the Resultant Society when the Developers effect sale of the unsold flats / units. The Developers are entitled to get a reimbursement of the corpus contribution from the purchaser(s) of such premises sold. As and when the purchasers of the developers' premises are admitted to the membership of the Society, the Society will transfer the share certificate to the purchasers of each of such premises without charging any transfer fees/ donation or corpus contribution. If the Developer retains multiple premises for itself, the Developer shall be entitled to only one vote in the general body of the Resultant Society, for all such premises retained, however share certificates for each premises will be issued separately by the Resultant Society.
36. The chosen Developer shall not be entitled to raise any financial assistance / loans from banks / financial institutions or any persons by offering either of the Society's plot or part thereof or flats / units to be allotted to existing members, as security or mortgage. The successful tenderer/bidder/promoter shall make its own arrangements for financing the redevelopment project from its own resources and / or from open markets etc. Neither advance or loans or subsidy or equity nor any type of reimbursement of cost and expenses will be provided for the project by the Society. In such an event the successful bidder/ promoter shall keep the Society indemnified at all times and the Society shall not be held liable for the repayment of the same. If the Developer is going to fund the Project partly through debt funding, the Developer shall provide the financial closure documents prior to the Vacation Date and shall not mortgage the developer's sale area before obtaining full IOD / IOA for the project.
37. The chosen Developer cannot assign or sublet the project or enter into joint venture

or partnership agreement with any other Developer after his selection by the Society. The chosen Developer shall not transfer the benefits of the Development Agreement to any third party without the permission of the Society in writing and as supported by the Special General Body resolution of each of the Society. The chosen Developer should intimate in prior and in writing to the Society in case of any changes in the partnership / proprietorship / Board of Directors etc. The chosen Developer is also required to inform in prior and in writing to the Society any changes in the ROC at any given time during the course of project.

38. At any time, before/after execution of the Development Agreement till the full Occupation Certificate is obtained, if the F.S.I. or T.D.R. or layout FSI or Compensatory Fungible FSI or otherwise is increased due to any change in development control rules or benefit of additional F.S.I./area. by M.C.G.M or any other authority or any increase / addition in plot area due to area correction / road F.S.I. / R.G. / P.G. etc., the said increased F.S.I. / T.D.R. and any other benefits will be shared between the developer and Society as per financial bid offer. The Developer agrees that in RCC design of the proposed building, additional provision shall be made for construction of extra 2 floors/ additional 20% FSI whichever is more to be exploited in the event of additional FSI.
39. The Developer shall not sub-divide the Society plot without prior written consent of the Society in writing and approved by the Special General Body Resolution of all the Society. The chosen Developer shall take full responsibility to ensure that the existing members of the Society are not affected in any way due to any subsequent change in the policies, rules, regulations, non- procurement of any exemptions / certificates, clearances, N.O.C. etc. If in case of change in the development control rules, regulations, policies after the signing and registration of the development agreement, the chosen Developer will not reduce the carpet area of the existing members nor shall he reduce any of the compensations, corpus fund and payments of the existing members as mentioned in the development agreement.
40. If any legal action is taken by any statutory authority due to non-compliance, negligence or delay on the part of the chosen Developer to obtain such necessary approvals, permissions, etc. the Society shall not be responsible in any manner whatsoever, and all the risks, costs, penalties and any other consequences arising due to the above non-compliance shall be the responsibility and liability of the chosen Developer solely and in totality. The developer shall indemnify and keep indemnified the Society against such claims, costs, charges, penalties or consequences etc.
41. The chosen Developer shall comply with all the rules and the regulations of the Workmen's Compensation Act and other Labor Laws. The Developer will take the necessary insurance to cover the risks under the said Act and shall keep the same in force during the continuance of the Contract.
42. All terraces free of FSI shall be common terraces and the chosen Developer shall not sell the same or create any third-party rights in respect of the said terraces or any part thereof.
43. The chosen Developer shall not be allowed to use any part of the plots of the Society for hoarding, signboard, display board, towers of any kind to facilitate mobile service provider or any such thing either on the terrace or on the walls forming part of the

new building without the written permission of the Society.

44. The chosen Developer shall have no title rights over any common areas of the new building like open space on ground level, terrace, refuge area etc.

45. The Developer should ensure that the flats are not allowed or sold for commercial usage.

46. DISPUTES AND ARBITRATION:

Any or All disputes arising out of or in any way connected with this work shall be deemed to have arisen in Mumbai, which have the jurisdiction to determine the same and shall be settled as per the proceedings mentioned herein.

Any or all disputes between the parties hereto in respect of this Work shall be first attempted to be amicably resolved at the level of senior management of the successful bidder/promoter and the Office bearers of the Society through correspondence and meetings.

Whenever any dispute doesn't get resolved as mentioned above within Sixty (60) days from the date of such reference to the senior management of the successful bidder/promoter and the Office bearers of the Society, alternatively it will be resolved in accordance with the provisions of Arbitration and Conciliation Act, 1996 and its statutory modifications in force for the time being in the following manner:

Each Party may forward a panel of names to facilitate the task of selection of the Sole Arbitrator, and a Sole Arbitrator shall then be appointed jointly by the Parties;

The Award of the Arbitrators shall be final and binding on the parties hereto.

The Arbitration proceedings shall be held at Mumbai and Courts in Mumbai shall have jurisdiction in the matter.

The language for the arbitration shall be in English.

47. ACCIDENTS: If any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the successful bidder/promoter to the Society. The successful bidder/promoter should at all times during execution of work keep the Society fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.

48. INDEMNITY BOND: An Indemnity Bond shall be executed by the successful bidder/promoter in favor of the Society, its Managing Committee and Members stating that, all the works will be done by the successful bidder/promoter as per this Bid Document and subsequent negotiations. It will do all the formalities within the framework of all the laws applicable. The successful bidder/promoter shall further agree that it will not exceed the power vested in him and will fully indemnify the Members of the Society, Managing Committee Members of the Society and Society of any wrong doing on its part. This Indemnity Bond shall remain in force till the completion of Defect Liability Period of the project.

49. TERMINATION

If the developer commits a breach of any terms of this tender document or any Act of insolvency or shall be adjudged as Insolvent or shall make an assignment or composition for the benefit of the greater part in number or amount of this creditors or (being an Incorporated Company) shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the Court or voluntarily or if the official assignee of the developer shall repudiate the contract/or if the official assignee or liquidator in such acts of insolvency or winding up shall be unable, within seven days after notice to him requiring him to do, to show to the reasonable satisfaction of the Society/Consultant, that he is able to carry out and fulfil the contract and if required by the Society to give security hereof, and if in the opinion of the Society, the developer:-

has abandoned the tender document. Or

Has failed to commence the works, or has without any lawful and reasonable excuse under these conditions suspended the progress of the works for 30 days after receiving from the Consultant/PMC written notice to proceed: Or

Has failed to remove materials from the site or to pull down and replace the work within seven days after receiving from the Consultant/PMC written notice that the said materials or work were condemned and rejected by the Consultant/PMC under these conditions: Or

Has neglected or failed persistently to observe and perform the acts, matters or things as per terms and conditions of the tender document by written notice to perform and act. Or

Has to the detriment of good workmanship or in defiance of the PMC instruction to the tender document or sub-let the tender document or any part thereof. Or

No work shall be carried out without obtaining the necessary permissions from the Municipal Corporation of Greater Mumbai (MCGM) and any other regulatory agency. All such permissions thus obtained shall be submitted to the Society for its verification the Society may terminate the appointment of the Developer. If at any point of time it is found that the Tenderer/Developer has carried out certain works without appropriate permission then the Society Consultant may instruct the Tenderer / Developer to stop the work. If the Tenderer/Developer still continues to carry out the work without valid permission, then the Society / Consultant may be compelled to take necessary action as deemed fit including termination of Development Agreement / forfeiting deposits/en cashing Bank Guarantee, OR

If the Tenderer/Developer fails to procure Vacation Approvals or CC within the agreed timelines and/or fails to complete the project within stipulated period.

Then the Society shall have full right and be entitled to terminate and/or change the developer if above situation arises without any reservations and in any of the said cases the Society may notwithstanding any previous waiver, after giving seven days' notice in writing to the developer, determine the tender document, but without hereby

affecting the obligations of the developer the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the developer.

Consequences of Termination

Notwithstanding such termination, the Society shall be entitled to forfeit the EMD / security deposit along with the interest accrued on it, invoke the Bank Guarantee provided by the developer without recourse to and without requiring any consent or permission of the Developer and appoint a developer/contractor to complete the construction of the new building or approach the Authority under the RERA to take over the project with all amounts received in the designated bank account and receivable from the flat purchasers. In the event of such termination, Developer shall have no further rights to enter upon the Society Property or to carry on the development or construction of the Society Property. The Developer shall promptly remove their workers, contractors, engineers, laborers and such other staff and/or employees from the Society Property and shall handover the Property to the Society together with the work in progress on the Society Property as on that date and shall not cause any hindrance or obstruction to the Society carrying out the further development work on the Society Property through any new/contractor/ architect that may be appointed by the Society. Further, the Developer shall not be entitled to claim or demand from the Society and the Society shall not be liable to pay or reimburse to the Developer or indemnify the Developer in any manner towards the costs, charges and/or expenses whatsoever incurred by the Developer and/or the monies expended by the Developer whatsoever towards the development of the Society Property till the date of termination. The offer by Tenderers is based on the area of the plot as **around _____ as per physical measurement and existing Carpet Area of all the residential and commercial premises being = _____ sqmt.**

Any deviation to the said assumptions must be clearly specified by the Developer as part of his Financial bid.

The Society and its agents shall not be in any way responsible for the accuracy of the information supplied by it and that he has obtained all documents, information relevant to the proposed redevelopment project independently and has thus verified and confirmed the information provided by the Society in the tender documents.

51.Omissions, corrections and additions in the tender is the rights of the Society.

The Tenderers are advised to go through the above-mentioned terms and conditions carefully and thoroughly and then submit his offer to the Society.

SECTION 7
FINANCIAL BID

By Demolition of all existing buildings and constructing a residential tower building to accommodate all the existing members of Society. Construct new buildings for sale which shall be Residential.

Sr. No	Description	Offer of Developer	Remarks
1	TEMPORARY ACCOMMODATION: RESIDENTIAL		

a)	Displacement Compensation to be compensated to the Residential Members for a period of 48 months.		
i]	Displacement Compensation for 1st Year	Rs. /- per sq.ft./ Month – Resi	Society expects min. s. 200/sq.ft. f or residential u nits and Rs. 2 50/sq.ft. for i nside shops a nd Rs. 320/s q.t. for o utside shops
		R s. /- per sq.ft./M onth – i nside shops	
		R s. /- per sq.ft./M onth – o utside s hops	
ii]	Displacement Compensation for 2nd Year with 10% increase	Rs. /- per sq.ft./Month	
iii]	Displacement Compensation for 3rd Year with 10% increase	Rs. /- per sq.ft./ Month	
iv)	Penal Rent for 4th Year with 10% increase	Rs. /- per sq.ft./ Month	
iv)	Displacement Compensation to be compensated to the Residential Members for a period beyond 48 months till possession to members.	Rs. /- per sq.ft./ Month	
	Terms of Payment for Rental Compensation		
vi)	Relocation Cost of Residential to be compensated per Flat (Both Ways Shifting & Re-shifting to new Flat)	Rs.	
vii)	Brokerage of Residential for period up to 48 months. [Brokerage to be paid for each shifting and every 12 months till possession to members]	Rs.	
2	BENEFITS TO THE MEMBERS: RESIDENTIAL		
a)	Percentage of Additional Free Carpet Area for Residential over and above the existing carpet Area to be offered per member in MOFA.(what about flats having terrace)	%	

1 Flat has a Private Terrace

b)	Percentage of Additional Free Carpet Area for Residential over & above the existing carpet Area to be offered per member in RERA.	%
c)	Hardship Compensation to be offered by the Developer to individual Member (Residential) on existing RERA carpet area	
d)	Terms of Payment for Hardship Compensation- (i) On execution of the Development Agreement (ii) On Members vacating their flats	% %
iv)	GST, Stamp Duty & Registration Charges as applicable on such existing & Additional offered Area/ payments to Members, to be borne by Developer.	The entire GST, stamp duty on the existing & additional offered area/ new flats/ payments shall be paid by developer.
	The capital gains tax payable by members beyond 36 months will be paid/ reimbursed by the developer.	Yes / No
3	DISCOUNTS TO THE MEMBERS: RESIDENTIAL	
a)	Discounted rate on additional carpet area for purchase by existing member of Society (if any)	Rs. per sq.ft.
b)	Maximum Carpet Area on which Discount will be available	Rs. per sq.ft.
4	COMPENSATION TO THE MEMBERS: RESIDENTIAL	
A	Compensation which the Developer shall give to existing members in case due to planning constraint the actual carpet area allotted is increased or decreased.	
i]	Discounted Rate for the Higher Carpet Area	Rs. per sq.ft.
ii]	Compensatory Rate for the Lesser Carpet Area	Rs. per sq.ft.
5	TEMPORARY ACCOMMODATION: RETAIL/COMMERCIAL	
a)	Displacement Compensation to be compensated to the Retail/Commercial Members for a period of 24 months with Rental OC	
i]	Displacement Compensation for 1st Year	Rs. /-

ii]	Displacement Compensation for 2nd Year with 10% increase	per sq.ft./Month Rs. /-
iv)	Displacement Compensation to be compensated to the Retail/Commercial Members for a period beyond 24 months till repossession to members. Terms of Payment for Rental Compensation	per sq.ft./Month Rs. /-
vi)	Relocation Cost of Retail/Commercial to be compensated per Flat (Both Ways Shifting & Re-shifting to new Flat)	Rs.
vii)	Brokerage of Retail/Commercial for period up to 24 months. [Brokerage to be paid for each shifting and every 12 months till possession to members] Schedule of payment	Rs.
b)	Monthly displacement compensation to be paid by single consolidated current dated cheque drawn in favour of respective member upon each member vacating his/her existing premises.	

Monthly Displacement Compensation for buffer period, brokerage for Construction Period, and logistics/shifting charges for Construction Period shall be paid by single consolidated current dated cheque drawn in favour of respective member and shall be handed over to the respective member upon such member vacating his/her premises.

The Cheques of Monthly Displacement compensation and all the other monetary compensations for each individual member shall be handed over to Managing Committee of the Society before vacating as per terms of Development Agreement.

Monthly Displacement Compensation for grace period, LD period, or extension period, if required, shall be paid by monthly current dated cheques to members having date at least one month prior to expiry of previous period.

6 BENEFITS TO THE MEMBERS: RETAIL/COMMERCIAL

a)	Percentage of Additional Free Carpet Area for Retail/Commercial over and above the existing carpet Area to be offered per member in MOFA.	%
b)	Percentage of Additional Free Carpet Area for Retail/Commercial over & above the existing carpet Area to be offered per member in RERA.	%
c)	Hardship Compensation to be offered by the Developer to	

	individual Member (Retail/Commercial) on existing RERA carpet area	
	Terms of Payment for Hardship Compensation-	
d)	(iii) On execution of the Development Agreement	%
	(iv) On each Members vacating their flats / units	%
iv)	GST, Stamp Duty & Registration Charges as applicable on such existing & Additional offered Area/ payments to Members, to be borne by Developer.	The entire GST, stamp duty on the existing & additional offered area/ new flats/ payments shall be paid by developer.
	If, within 36 months plus grace period of 3 months, the Occupation certificate of the new building is not obtained and possession is not offered to members, the capital gains tax payable by members beyond 36 months will be paid/ reimbursed by the developer.	Yes / No
7	DISCOUNTS TO THE MEMBERS: RETAIL/COMMERCIAL	
a)	Discounted rate on additional carpet area for purchase by existing member of Society (if any)	Rs. per sq.ft.
b)	Maximum Carpet Area on which Discount will be available	Rs. per sq.ft.
8	COMPENSATION TO THE MEMBERS: RETAIL/ COMMERCIAL	
A	Compensation which the Developer shall give to existing members in case due to planning constraint the actual carpet area allotted is increased or decreased.	
i]	Discounted Rate for the Higher Carpet Area	Rs. per sq.ft.
ii]	Compensatory Rate for the Lesser Carpet Area	Rs. per sq.ft.
iii]	In the event any Member opts to receive a bare shell flat (i.e., without internal finishes, flooring, sanitary fittings, and electrical fixtures), please specify the amount of rebate or discount that shall be offered to such Member on a per square foot basis of the carpet area.	Rs._____p er sqft of proposed Carpet Area
9	BANK GUARANTEE AMOUNT	
A		

Quantum of Bank Guarantee offered A minimum of 20% of construction cost of members area is expected Rs.)_____ /- (Rupees _____ Only) is expected as Bank Guarantee from Developers.

Specify
amount

Crore

RESERVED DEVELOPERS' AREA

9B

Quantum of area forming part of the saleable component to be reserved by the developer for due performance of its obligations (2000 Sqmt Expected)

_____ sq.
mts.

1 SECURITY DEPOSIT

0

A minimum of Rs. _10,00,00,000/- (Rupees _____ Only) is expected as

YES/ NO

Interest-free Security Deposit from Developers.

LOI – 25% at LOI

DA – 75% at DA

1 PARKING

1

a. Each existing member shall be given a minimum of 1 covered non mechanical parking spaces and maximum 2 covered non mechanical parking spaces as per the current DCP Regulations.
There should be provision of electrical charging and at least 1 (One) Two Wheeler Parking for each member

b. Compensation for existing covered garage

1 HEIGHT

2

a. Minimum proposed floor-to-ceiling height for flats of existing members and of sale flats (Minimum height offered to be specified and should be the same for members' flats and the developer's flats as well as for Ground Floor Commercial units)

	mts.	Expected height
Residential		11'0" Floor to Ceiling Height for residential
_____ mts		
Commercial		13'6" Clear Height for

b	FSI BENEFIT Benefit to the Society in case of increase in F.S.I. Amended by the Corporation/ State Govt. / Central Govt. and / or related authorities during the progress of work. Applicable only if society agrees to sharing of the additional increased FSI	Minimum Corpus Rs. sq.ft. / Member Or Area Sharing __% to society	Commercial Ground and First Floor.
1 3	SOURCES OF FUNDS		
	Own	%	
	Bank	%	
	Other	%	
1 4	SPECIAL BENEFITS IF ANY	Please specify a separate sheet May be enclosed (if any)	
1 5	Time frame for project completion	months	
1 6	Scheme under which Redevelopment is proposed as per DCPR 2034.		
17	Floor Space Index		
	100% loading of FSI and procuring full IOD / IOA, as the case may be	YES / NO	
18	Clubbing of plots		
	Clubbing the PTC/PAP in case of Regulation 33(11) of DCPR 2034 or Regulation 33 (20) (B) of DCPR 2034 or shifting MHADA's Share in case of Regulation 33 (9) of DCPR 2034, as the case may be, by whatever name called at the time of obtaining the IOD/IOA.	YES / NO	
19	Time frame for project completion		
	-Execution of Development Agreement to completing Prevacating Obligations and Obtaining IOD		
	-IOD to CC upto Plinth		

-CC to OC of Members component (if Part OC proposed)

-CC to Full OC

- Full OC to complete handover to the Society

20 FSI Statement:

- Scheme considered -
- Plot Area Considered -
- FSI Index Considered -
- Total Proposed FSI BUA (including Fungible Compensatory Area)
 - Existing Rehab Carpet Area Considered
- Existing Built-Up Area Considered -
- Proposed Rehab Carpet Area -
- Proposed Rehab Built Up Area -
- Proposed Sale FSI -
- Total Estimated Construction Area

Please fill in the above FSI Area Statement (in Sq. mtr.)

21

Contractor Proposed

(Developer can give upto 5 names of Contractors who he would propose to utilize on this Project)

Developer undertakes that he will work with one of the 5 Contractors proposed herewith for the project

22

Design Architect Proposed

(Developer can propose any 3 names)

PRE-QUALIFICATION QUESTIONNAIRE

C. PROJECT EXECUTION & FINANCIAL CLOSURE

Please specify your proposed project funding plan, including details of own funds, loans, or joint ventures, if any. Kindly offer maximum details on this aspect.

Funding -

Own/ Internal Acc. -

Loan -

Sales -

Other (please specify) -

When do you expect to achieve financial closure for the project, and what steps would you take to demonstrate readiness to the Society?

In case of project financing, will any mortgage or charge be created only on the Developer's portion? Confirm that no mortgage will be created on the Land and the Society's Entitlement and the Lien Area throughout the Project Period

At what price point do you wish to launch the project?

Please specify the estimated financial outlay (in ₹) proposed to be invested by your company in the project prior to obtaining the RERA registration certificate.

With multiple projects ongoing. How do you propose to guarantee availability of funds required for this project?

D. DESIGN, SPECIFICATIONS & QUALITY COMMITMENTS

Confirm that the construction specifications, materials, and finishes for members' flats, sale flats, amenities, lobbies, and common areas shall be uniform in quality and finish (no distinction) between the Members and Sale Premises

Developer to confirm that specifications shall be as per or superior to the minimum specification sheet attached with the tender.

E. GENERAL & EXPERIENCE DETAILS

Confirm that you have no ongoing litigation or adverse orders which may affect your financial or technical capacity to undertake this project.

Note:

- The Developer shall provide clear and specific responses to each point above.
- Supporting documents (project list, approvals, financial credentials, etc.) may be annexed separately.
- All responses shall be signed and sealed by the authorized signatory of the Developer.

F. TECHNICAL ASPECTS

Sr. No.	Question / Requirement	Response
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Confirm that all area offered to existing members shall be as per the definition of MOFA carpet area/New Carpet Area
Do you agree to accommodate requests for additional area purchase by members as per your offer

Are you willing to take full responsibility for locating and dealing with the Lessors/Owners of the property, and for obtaining any required permissions/consents from them, as well as clearing the title of the Society to the said property?

Will you accommodate requests for floor preference or interchange between members? If yes, state terms.

Will you permit amalgamation of multiple entitlements or division of flats upon request of members?

Confirm that flats of members / family members having multiple units will be located adjacent wherever possible.

Confirm that Society's Architect / PMC will verify plans and construction quality at all stages and be allowed to survey at any time

Bank Guarantee shall be from a Nationalized Bank - do you agree?

Confirm that possession of sale flats will not be handed over (even for interiors) before all members receive possession and OC is obtained.

Confirm that Developer shall maintain insurance for workers, construction, and third-party liability throughout the project period.

Confirm that unsold flats' maintenance and taxes post-OC shall be borne by the Developer.

The Society requests the Developer to provide space for the temple/shrine within the new redevelopment layout at a suitable and accessible location.

Declaration

I/We hereby confirm that all information and data provided above are true and correct to the best of my/our knowledge. I/We further agree that any false or misleading statement may result in immediate disqualification from the tender process.

Signature of Authorized Signatory

Name:

Designation:

Date:

Seal of the Firm / Company

