

TENDER DOCUMENT

REDEVELOPMENT PROJECT

“JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED”

REGN. NO. BOM / W-KE / HSG / (TC) / 6133 OF 1992

JAI CHAMBERS Co-op. Premises Society Limited, for re-development of their existing buildings situated at Plot No. 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai - 400 057

May 2024

SIGN AND STAMP OF DEVELOPER

SECTION 1: NOTICE OF INVITATION TO TENDER

Sealed tenders are invited from experienced and resourceful Developers by **JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED** for re-development of its existing Residential building situated at Plot No. 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai - 400 057., for redevelopment of the Society property admeasuring 620.00 sq.mt. as per PRC and 620.20 Sq.mt. as per Physical possessions or thereabout and Conveyance of 620.00 sq. mt. as per documents as per the following details:

Nature of Work	Redevelopment of existing Building as per DCPR 2034 and MCGM policies.
Address of Work	JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED for re-development of their existing Residential buildings situated at Plot No. 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai - 400 057
Time of Completion	Re-construction of the entire new building/project with full Occupation Certificate along with all the amenities within 24 (Twenty Four) + [6 (Six) months grace period] from the date of handover of possession of all the existing premises to the Developer.
Validity of Offer	Offer shall remain valid for 180 days from the date of opening of Tender.
Earnest Money Deposit	Rs. 5,00,000/- (Rupees Five Lacs Only) by Pay Order (Refundable & interest free) in favour of "JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED"
Cost of Tender Document	Rs.75,000 /- (Rupees Seventy Five Thousand Only) by Pay Order (non-refundable) in favour of " JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED "

Interested Developers may purchase the Tender Document from __/__/__ to __/__/__ from Mr. _____ Society office from Monday to Friday between 11.00 a.m. to 05.00 p.m.. on payment of non-refundable tender document cost of Rs.75,000 /- (Rupees Seventy Five Thousand Only) by way of Pay Order in favour of "**JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**"

Duly filled sealed Tender Document shall be submitted to Committee Members of the Society at "**JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**", Mumbai on __/__/__ between 10.00 a.m. to 02.00 p.m. Tender shall be accompanied by D.D of Earnest Money Deposit of the amount of Rs. 5,00,000/- (Rupees Five Lacs Only) specified hereinabove receivable by the Society.

The decision of the Society shall be final and binding on all tenderer's Omissions, corrections and additions in the Tender. The Tender may be treated as invalid / rejected if submitted partly. The Society reserves the right to reject any or all the Tenders / Offers and /or accept the lowest / highest or any other Tender / Offer without assigning any reason whatsoever. The tenderers cannot take any kind of action and / or claim against the Society for the rejection of their Tender. By purchasing the Tender Document or submission of Tender document to society, no charge of what so ever kind shall be created in favor of the tenderer and any document(s) or information needed further shall be obtained by the tenderer at its own cost.

Sd/-
Hon. Secretary

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INTERPRETATIONS AND DEFINITIONS

Singular and Plural:

- Where the context so requires, words importing the singular shall also mean the plural and vice versa.
- Headings and marginal notes to conditions:
- Headings and marginal notes to these general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

Gender:

Words imparting the masculine gender shall also include the feminine gender.

Definitions:

1. "Society" shall mean "**JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**" functioning through its General Body (or Managing Committee in respect of certain delegated powers).
2. "Managing Committee" (MC) shall mean the Managing Committee of the Society constituted in accordance with Bye-laws of the Society 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
3. "Contract" shall be a written agreement between the Society and the Developer covering the performance of works in accordance to the contract document it shall mean collectively the notice inviting the tender, the tender and acceptance thereof and the formal agreement (and/or Supplemental Agreement if applicable), executed between the Society and the Developer together with the documents referred to therein including these conditions and appendices, and any special conditions, the specifications, designs, drawings, price schedules, bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
4. "Developer" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons comprising such firm or unincorporated client or successors of such firm or company, as the case may be and permitted assigns of individual or firm or company.
5. "Tenderer" shall mean the firm/party/company who quotes against an inquiry.
6. "Engineer" shall mean the Site-in Charge or any other officer notified as such to the contractor from time to time by the authority inviting the tenders.

7. "PMC/Architect" (Project Management Consultant / Architect) shall mean **Ar. Jaweed Mohamed Ishaq Ghazali**, 401, Mitasu Enclave CHSL, Kora Kendra Road, R.M. Bhattad Marg, Borivali West, Mumbai 400092, appointed by the Society for the purpose of redevelopment of the said society.
8. "Competent Authority" shall mean 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.
9. "Government" shall mean the Government of State of Maharashtra / Central Government.
10. "Temporary works" shall mean all works of every kind required for or in connection with execution of the work but which will not form part of the works including but not limited to the provision of labour camps for the workers of Developer and shall be dismantled after completion of work and site cleared.
11. "Legal Advisor" shall mean **M/s. Jurispeak, Advocates and Legal Consultants** as appointed by the Society to advise it on legal matters of the project and so informed to the Developer by the Managing Committee.
12. "Structural Engineer" shall mean the Structural Engineer engaged by the Developer for structural design and related matters of the project.
13. "SPECIFICATION" shall mean specifications incorporated in these contract document.
14. "Drawings" shall mean drawings referred to in the specifications and any modification of such drawings approved in writing by the consultant and such other drawings or may from time to time be furnished as approved in writing by the consultant.
15. "Approved" shall mean approved in writing, includes subsequent written confirmation of previous verbal instructions and
16. "Approval" means approval in writing including as aforesaid by the Society or through Society's PMC or the Competent Authority (as the case may be)
17. "Notices":
 - a. Any notice to be given to the Developer under the terms of the contract shall be served by sending the same by post or leaving the same at Developer's principal place of business and/or by E-mail.

- b. Any notice is to be given to the Society under the terms of the contract shall be served by sending the same by post or leaving the same at Society's official address and/or by E-mail.
18. The annexure referred to in these conditions shall mean the relevant annexure appended to the tender.
19. "Site" shall mean the land and/or other places, on/under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Client or used for the purposes of contract.
20. "Urgent Works" shall mean any urgent measures which in the opinion of the Engineer become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
21. "Works" shall mean the works to be executed in accordance with the contract of part(s) thereof, as the case may be, and shall include all extra or additional, altered or substituted works as required for performance of the contract.
22. "Project cost" shall mean all the cost incurred by the Developer including but not limited to conducting survey, investigation, studies, planning, designing, construction and commissioning of the project as well as internal water supply and sanitary arrangement, internal roads, storm water drainage, street lighting, concrete paving around building wherever required, transformer if required, landscaping, maintaining environmental conditions, including cost towards dismantling of existing structures, shifting and relocation of existing utility services, such as water supply, sewage, drainage, telephones, electric lines, water harvesting, solar system (common area), Gas pipelines, etc. as may be required for satisfactory completion of the project to be in conformity with the scope of the project, cost of relocating members temporarily, including license fees to be remitted to Competent Authorities for sanction of plans & estimates, electrification, provision of lift, firefighting arrangements, external water supply and sanitary arrangement, completion certificate from respective authorities etc., and consulting charges of consultants appointed by Society. Cost of obtaining approvals from MCGM / Competent Authorities / purchasing TDR/ Fungible FSI / Development of open grounds, Internal pathways/roads etc. The cost of premium due to deficiency of open space will be incurred by the Developer. The project cost shall include cost for all above-mentioned activities and same would be deemed to be inclusive of cost of bank guarantees & all direct indirect cost, Developers profit, interest on investment, escalation due to variation in price indices, cost of insurance cover temporary accommodation compensation, corpus fund, stamp duty registration charges etc. and all taxes and levies if any during construction
23. "Defect liability" shall mean period of 5 years or such period as mentioned under the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules formed thereunder, during which the rectification of the defects pointed out to the Developer by the

Managing Committee shall be carried out by the Developer. Such defect liability period shall be reckoned from the date of handing over the completed buildings to the Society after getting full occupation certificate. Defect liability for terrace waterproofing shall be 10 years from the date of handing over the completed buildings to the Society after getting full occupation certificate.

24. "Letter of Intent" shall mean intimation by a letter to selected tenderer that he has been appointed as the developer in accordance with the provisions contained in the letter for the redevelopment of the said society.
25. "Existing Flats/Premises" shall mean the premises held by the existing members of the society
26. "New Flats/Premises" shall mean the newly constructed premises in accordance with the terms and conditions of the Development Agreement
27. "Scope of Work" shall mean the totality of work by expression or implication envisaged in BID Document, discussions, negotiations, if any, all communications, exchanged between the Society and Developer till issue of letter of Intent and shall include all materials and labour for all relative or incidental or in connection with the commencement or performance or completion of any work and/or for incorporation to the work.
28. "Mobilization" shall mean establishment of sufficiently adequate infrastructure by the Developer at 'Site' comprising of construction equipment, aids, tools and tackles including setting up site offices, with facilities such as power, water, communication, etc. establishing manpower organization comprising of Engineers, supervisory personnel and an adequate strength of skilled, semi-skilled and unskilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site, in accordance with the agreed time schedule of completion of work
29. "Existing Carpet Area" shall mean the wall to wall area inside the flats including door jambs, along with balcony and passages. The Developer shall quote the total "Carpet Area" i.e. regular wall to wall carpet area only that each member shall be entitled to, in the new building. The TENDERER should note that this Existing carpet area definition varies from RERA carpet as defined.
30. "RERA Carper Area" shall mean the carpet area as defined under Real Estate (Regulation and Development) Act, 2016 (RERA).
31. "Development Agreement" shall mean an agreement executed and registered between the society and the developer which is a legally binding contract between the society and the developer for the redevelopment of the said society.
32. "Development Power of Attorney" shall mean a Specific Power of Attorney executed and registered between the Society and the Partner/Director of the Developer which shall allow

him/her/them to perform the obligations as recorded in the Development Agreement for the purposes of redevelopment of the property.

33. "Contractors All Risk (CAR) policy" shall mean a comprehensive insurance solution designed to covers a broad spectrum of risks to which a civil construction project is exposed to from arrival of construction material at site till the completion of project.
34. "Development" means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development.

INFORMATION FOR THE DEVELOPERS
SUBMITTING TENDER DOCUMENT

1. INTRODUCTION:

It is intended by the Society to redevelop their Residential Building known as **JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED** for re-development of their existing buildings situated at Plot no 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai – 400057 for redevelopment of the Society property admeasuring 620.00 sq.mt. as per PRC, as per Physical possessions or thereabout and 620.00 sq. meters plus 86.00 sq. meters towards set back area as per building plans and documents as per the details provided hereunder.

JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED., on behalf of its members is inviting TENDER DOCUMENT from various reputed Developers, for selection and appointment of the Reputed and capable Developer for the redevelopment project of the Society.

The Developer shall be selected in accordance with the rules & procedure set out by **JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LTD.** as per the directives of New Redevelopment Rules under the provisions of Sec.79 (A) of MCS Act 1960 w.e.f. 04.07.2019 and as per the decision of the society.

2. TECHNICAL DETAILS:

- a) Location: “**JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**” for re-development of their existing Residential buildings situated at Plot no 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai – 400057
- b) Existing structure details: Part Stilt & Part Ground + 3rd floor for residential user as per approved plan under file no. CE / 646 / WS / AR
- c) Plot details: The plot is part of T.P.S. Scheme V, of Vile Parle Layout. The plot is abutting to existing 27.45 service Road on high Way side and 13.40 mt. wide road, on the opposite side road named as Dayaldas Road.
- d) Ownership: The ownership of the plot u/r vest with the society.
- e) Area of the Plot:
The Area of the plot is as under:
 - 1) As per PRC = 620.00 sq.mt
 - 2) As per physical possession = 620.00 sq.mt.
 - 3) As per approved building plans = 620.00 mts + 86.00 sq. mts (Set Back) Hence for calculation purpose plot area considered for determining feasibility of proposal shall be ascertained by the developer.

NOTE:

- Increase or decrease in area of plot, if any, may be done at time of actual planning stage and detailed measurement of the entire plot shall be established at the time of joint demarcation of D.P. & City Survey along with R.L. demarcation, wherein the exact area can be determined.

f) Zone: Residential Zone

3. MAIN OBJECTIVES OF THE DEVELOPMENT PROPOSAL:

- The proposal should offer maximum permissible carpet area including balcony & fungible compensatory FSI for each existing member of the Society.
- The proposal should offer excellent quality of construction for new building to last long.
- The proposal should try to reduce the burden of monthly maintenance for existing society members in the new building.
- The proposal should offer modern and excellent amenities as per Vastu Shastra's principle and of equal standards to be given to saleable premises.

Notice for inviting TENDER Document by “**JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**” for re-development of their existing Residential buildings situated at Plot no 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai – 400057 on property admeasuring 620.00 sq.mt. as per PRC, 620.00 Sq. Mts as per Physical possessions, will be by private tendering.

4. EARNEST MONEY DEPOSIT:

This TENDER document must be submitted with covering letter along with a sum of 5,00,000/- (Rupees Five Lacs Only) as Earnest Money Deposit (E.M.D.), failing which the Tender shall be liable to be rejected. EMD shall be submitted only by way of Pay Order in favour of “**JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**” payable at Mumbai. The Pay Order should be enclosed in a separate envelop and not to be sealed with the Tender document. Tenders received with EMD in any other form may be liable to be rejected. If the Tenderer fails to observe or comply with the stipulations of Tender as per the Society's terms & conditions during selection procedure, the EMD shall be forfeited & encashed by the Society. The Earnest Money Deposit of unsuccessful tenderer shall be returned within 30 days of selection of a Developer in the SGM of the Society. The Earnest Money Deposit will not carry any interest. i.e. the EMD so received shall be interest free.

If the Tender is accepted & the Developer is selected, the EMD of that Developer shall be retained as part of interest free Security Deposit for the due and faithful performance of the conditions enumerated in the Tender. If the selected Developer fails to observe or comply with the stipulation of Tender as per the Society's terms & conditions at any given point of time before entering into Development Agreement within a specified time period, then the amount of 5,00,000/- (Rupees

Five Lacs Only) shall be forfeited and encashed by the Society without the Developer having any further legal recourse.

The Society reserves the right to reject any / all '**TENDER DOCUMENT**' without assigning any reason. The decision of the Society will be final and binding on all.

Public Limited Company, Private Limited Company, Registered Partnership Firm, Proprietary firms & LLP Firms shall be considered by the Society.

5. SOCIETY'S TERMS & CONDITIONS:

1. As per the Property Register Card, the proposed area of the plot by City Survey Office is 620.00 sq.mt., as per Conveyance 620.00 Sq.mt., as per physical measurement 620.00 Sq.mt.
2. The compliances are required to be done by the Selected Developer at its own cost i.e Area correction in the P R Card if required.
3. Additional Area in addition to presently occupied Carpet Area (Purely Internal Carpet including balcony) from TDR component & also from Fungible Compensatory FSI component OR any other provisions of Development Control Regulations 2034 it can be made applicable vide which the society / members are benefited; to be provided to all existing members in the new building. Ownership of all flats in the new buildings should be earmarked and approved by the Society and its members before the society handover the physical possession of the plot to the developer. No modification / change will be allowed after approval of building plan by the Society.
4. Nonrefundable Hardship Compensation Fund on existing Carpet area, inclusive of balcony, for each of the existing members for making provision in respect of heavy future outgoings & incidental future expenditure shall be provided in advance (upfront). Entire Hardship Compensation Fund for the members to be paid by the Developer in advance (Upfront) before vacating of premises by existing members shall be mandatory.
5. Additional non-refundable Hardship Compensation Fund as Society Hardship Compensation fund to be provided to the Society to take care of the administration expenses / fees of Professional involved for undergoing Redevelopment procedure. Entire Hardship Compensation Fund for the Society being paid in advance by the Developer (Upfront) before vacating of premises by existing members shall be mandatory.
6. Allotment of flats to existing members as per preference and requirements of the Society.
7. Entire Rent for the project period shall be paid in tranches of 11 months + 1-month brokerage to be paid in advance by the Developer (Upfront is mandatory) before handover of the physical possession of the plot to the developer. The developer shall pay rent and brokerage till completion of project and obtaining of full occupation certificate. The rent shall be escalated by 10% every year and payment shall be made in advance for and after every 11 months. In case of delay in the project, additional payments towards rent and other expenses should be done in advance, as soon as the Developer becomes aware of

delay in the project. Under any circumstances, if the rent payments are delayed payments, the Developer shall be liable to pay liquidated damages as mentioned herein along with interest at 18% p.a. on the dues payable for such delayed period till the date of actual payment. Under any circumstances, if the Developer is unable to deposit rent of 11 months + 1 month brokerage as mentioned hereinabove, the Society shall have full discretion to terminate the development agreement without the Developer having any further legal recourse.

8. Transportation expenditure shall be given in advance (mandatory) by the Developer before vacating the premises by existing members and at the time of possession (to and fro).
9. Brokerage charges for Rental accommodation shall be given in advance (mandatory) by the Developer for every 11 months before handover of the physical possession of the plot to the developer.
10. All permissions / sanctions / clearances to be obtained by the Developer shall be strictly in the name of Society only and solely at the cost of the Developer, in pre-decided time bound manner.
11. All expenses, all deposits / premiums / charges / entire cost of Redevelopment / construction including cost of acquiring entire Fungible FSI & TDR, also electricity deposit with companies / authorities, M.G.L ,Water Department, etc to be borne and paid by the Developer. The Developer shall indemnify the Society against any future demands arising due to non-payment of any obligations.
12. In case if there is upward revision of FSI or increase in the permissible built-up area on account of revision of regulations or policies of government or MCGM, then the increased area on account of such revision of Regulations or Policies of Government or MCGM shall be entirely of society and society shall be at liberty to decide regarding the utilization of the said increased built-up area or granting the same to developer on such conditions which the society deems fit best in the interest of society and developer shall in no way be a beneficiary of the same until agreed by society with conditions. Such terms shall be recorded by way of Supplemental Agreement to be executed and registered. Any stamp duty, Registration Fees and/or any supplemental expenses shall be borne by the Developer alone.
13. Society will accept possession of new flats only after Full Occupation Certificate & water connections obtained by the Developer from MCGM.
14. The Developer shall submit to the Society, drawing of floor, layout and building plans prepared, for the approval of the society & will incorporate the necessary changes suggested by the Society in the plan before submitting it to M.C.G.M. for its sanction. It is presumed that the Developer has studied all the laws and regulations of various Departments of Central Govt., State Govt., M.C.G.M, Civil Aviation, while bidding for this

project and the Developer will not be spared for any oversight of such above referred laws and regulations.

15. Existing members shall be provided possession in the new flat first and thereafter possession shall be given to new flat purchasers in the new building.
16. List of amenities to existing members in the new building shall be as per specifications mentioned by the Society and equivalent to the amenities to be provided for new Sale Members in respect of new building structure and its elevation.
17. Maximum period for reconstruction of the building should be 24 (Twenty Four) + [6 (Six) months grace period] from the date of handover of possession of all the existing premises to the Developer till completion of one month notice period to take possession of the newly constructed premises upon obtaining Full Occupation Certificate. The Developer shall be entitled to an extension of time for completion granted, only on the ground of force majeure and that will be without any compensation and it will always be subject to payment of rent and brokerage, if payable for alternate accommodation for such extended period as mutually agreed upon. A variation order shall not be entitled for extension of time for completion unless it is agreed upon in writing. The Project Management consultant (PMC) & Project Monitoring Team (PMT) shall determine the period of such extension and inform the Society to notify the Developer in writing. The decision on determination of such extended period shall be binding upon the Developer.
18. As time and the performance of the obligation are the essence of the Redevelopment Agreement, the project is required to be completed 24 (Twenty Four) + [6 (Six) months grace period] from the date of handover of possession of all the existing premises to the Developer, if any granted in writing. Penalty for delay will be charged for delay of every month. After a period of 60 days delay Developer shall be issued a show cause notice to explain the reasons for delay in completion of the Project. If the reason given by Developer is not found to be satisfactory to the Society, whose decision thereon shall be final, the Society shall be entitled to terminate the assignment of redevelopment and invoke the Bank Guarantee. In the event of said termination, the Developer shall vacate the site and handover the same to the Society and the Society shall be free to complete remaining work through any other Developer and / or on its own. The Developer and its Architect shall, without assigning any reason, issue necessary no objection Certificate to enable the Society to complete the balance work of the construction with such agency as the Society may deem fit and proper. In case of termination of the Developer on behalf of the society, the entire team of the Developer including all the consultants appointed by the Developer for this particular project would be deemed to be terminated and shall have no rights or claims whatsoever for any unpaid dues to the society.
19. Each existing member of the Society shall be allotted one car parking area in the stilt / podium free of cost plus parking spaces shall be provided for Visitor's parking to society. All common spaces including the Open space shall always be retained by the Society.

20. The developer will raise the ground level of the entire property above the highest road level / projected elevation in the immediately surrounding area at the time of starting the construction.

21. **Bank Guarantee:**

As and by way of performance Bond for completion of the project, the Developers shall simultaneously with the Society granting license to the Developers to enter upon the said property, procure in favour of the Society irrevocable and unconditional bank guarantee from any reputed Bank for the sum of at least 20% of the value of Project cost in favour of the Society as per 79(A) guidelines and which will be on reducing basis as per the progress of the work as may be decided by the mutual consent of the Parties.

In the event of breach of any of the terms and conditions of this document and /or of Development Agreement and other documents that may be executed incidental to the said Development Agreement or in the event the Developer fails to procure and furnish Bank Guarantee and or fails to obtain Full Occupation Certificate with water connection from BMC, electric supply from ADANI Electricity Mumbai / TATA / or any one at that point of time and piped gas supply from MGL and hand over possession of 14 Members / Units along with car parking spaces as mentioned herein, within the stipulated completion period of 24 (Twenty Four) + [6 (Six) months grace period] from the date of handover of possession of all the existing premises to the Developer , the Society shall be entitled to invoke the Bank Guarantee and to terminate the assignment awarded under this document.

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 favour of the Society within the period prescribed by the Society.

The terms & Conditions of the bank Guarantee shall be as mutually agreed upon by the Society and the Successful TENDERER. The Bank Guarantee shall be valid and subsisting, and it will be discharged only on completion of the project/redevelopment work as recorded in Development Agreement along with full Occupation Certificate, all the existing members taking possession of their respective newly constructed premises and on compliance of all the commercial terms pertaining to redevelopment and as per BID by the Developer. The said discharge is always subject to rectification of any defects in new construction that may be pointed out and as mutually agreed upon and in any event till the issuance of Building Completion Certificate by the concerned authorities.

The certificate issued by the PMC/Architect of the Society shall be the conclusive proof that the work up to the particular stage is completed and on the basis of such certificate issued and approved as aforesaid, the said Bank Guarantee shall accordingly stand reduced as stated above, 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. The Developer / TENDERER shall submit the said

revised reduced amount Bank Guarantee back to the Society within 10 days from date of letter of society.

In the event of the Developer fails to complete the construction of the proposed New Building in all respects together with the amenities and facilities as stipulated in the bar chart specifying stages/milestone of construction and the time period as provided therein, the Society shall be entitled to invoke the remaining Bank Guarantee as stated earlier as the Bank Guarantee is on reducing basis in respective stages as per the progress of the construction as stated above.

22. Liquidated Damages

Time shall be the essence of this contract, If the 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 the Society Liquidated damages (LDs) for such default and not as penalty Rs.5,00,000/- (Rupees Five Lacs only) per week or maximum 10% of contract and can be extendable to the cost to society or its members on account of such delay. Accrual of liquidated damages to continue till the same is not paid by the Developer or recovered from Bank Guarantee. For any delayed payment, interest at 18% p.a. shall be payable by the Developer. The Developer shall unconditionally agree to this without any precondition or without any right to appeal in any court of law against this applicability.

LDs will be levied at every stage of obtaining permissions as well as completion of job at phases. Delay in obtaining necessary permissions viz. IOD, CC, FCC, Full OC, BCC etc. from MCGM Concerned authorities within a specific time frame shall lead to imposition of LDs. If Developer fails to obtain these permissions on time as decided, then before the next permission is obtained, the amount kept with the Society as Initial Security Deposit shall be encashed by the Society. The Society may without prejudice to any other method of recovery deduct the amount of Liquidated damages from the Initial Security Deposits and also recover through the Bank Guarantee.

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 under the contract.

Any accrued dues / interests / penalties from any authorities due to non-payment of M.C.G.M, taxes, water charges, electricity bills, etc. as payable by the Developer, including all the bills / dues / premiums / LUC / penalties etc. to any Government authority after the Society's existing members have vacated their premises till the date of their repossession, as provided hereinabove, to be compiled at the time of repossession and/or such early termination and that the Society shall be liable to

recover all such dues / interests / penalties. The same shall be recoverable over and above the Security Deposit/s and Bank Guarantees as specified herein.

The Society shall be liable to recover any accrued dues / Interests / penalties due to non-payment of assessments, property taxes, service charges etc. by the Developer, including costs for not providing water and electricity, gas connections and all such similar expenses related to the additional flats, sold and/or unsold, till the date the new buyers become members of the Society. The same shall be recoverable over and above the Security Deposit/s and Bank Guarantees as specified herein.

23. **Security Deposit**

The Developer shall also pay interest free Security Deposit of Rs. 85,00,000/- (Rupees Eighty Five Lakh) to the Society. Out of the said total security deposit of Rs.85,00,000/- (Rupees Eighty Five Lakhs Only), the part security deposit of Rs. 35,00,000/- (Rupees Thirty Five lakhs only) will be refunded by the Society to the Developer only at the time of handing over possession of the redeveloped premises along with Full Occupation Certificate. And the balance amount of Rs 50,00,000/- (Rupees fifty lacs only) will be refunded One year after handing over possession and the defect liability period.

The said Security deposit will be refundable as mentioned below.

A. **Total Security deposit (Interest free) Rs.85,00,00,000 (Rupees Eighty Five Lacs Only) collectively of A + B + C mentioned herein for ensuring timely compliance as mentioned below:**

<u>Stages</u>		<u>Security Deposit</u>
With Tender Document (E.M.D.)	=	Rs.5.00 L
Before Issue of LOI (I.P.S.)	=	Rs.20.00 L
At time of Development Agreement	=	Rs.20.00 L
After obtaining I.O.D.	=	Rs.20.00 L
After obtaining 1 st C.C.	=	Rs.20.00 L

B. If the Tender is accepted & Developer is selected, then the amount of Rs. 5,00,000/- (Rupees Five Lacs Only) as Earnest Money Deposit (EMD) shall be retained as part of Security Deposit for the due and faithful performance of the Tender.

i. **Any Documents that would be required shall be procured by the Developer at its own cost and Society shall not be responsible for the same.**

ii. If the selected Developer fails to observe or comply with the stipulations of Tender as per Society's terms & conditions at any given point of time before entering into Development Agreement within a specified time period, then the amount of Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) shall be forfeited & en-cashed by the Society.

- iii. If the selected Developer enters into Development Agreement with the Society, then Rs 35,00,000/- (Rupees Thirty five lakhs only) will be refunded by the Society to the Developer only at the time of handing over possession of the redeveloped premises with Full Occupation Certificate and the balance Rs 50,00,000/- (Rupees fifty lakhs only) will be refunded One year after handing over possession and the defect liability period.

If the Developer fails to obtain the above-mentioned permissions within a specific time frame as per the Development Agreement, then before the next permission is obtained, the amount kept with the Society as part of Security Deposit may be forfeited & encashed by the Society.

The amount retained by the society during execution of Development Agreement, issue of IOD & CC shall be retained by the Society till obtaining Full Occupation Certificate and giving possession to all existing members.

24. Additional Security:

The Developer shall load full permissible TDR/Additional FSI/Fungible FSI before requesting to vacate the society members to vacate the premises.

Admission to new buyers as members of the Society is granted only after receipt of Full Occupation Certificate and on production of documentary evidence that all charges on behalf of this member had since been paid on the date of application for membership. Requisite documents / forms to be submitted by prospective member along with agreement with the Developer.

- 25. Cost incurred for obtaining area corrections or otherwise, inclusive of stamp duty, if any, should be borne by developer.

26. Inspection of Site and Sufficiency of Tender:

- a. The Developer shall inspect and examine the site and its surrounding at their own costs and shall satisfy himself 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.
- b. The Developer shall be deemed to have satisfied himself 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.

- c. No extra charges consequent on any misunderstanding or otherwise shall be provided.
 - d. If the Developer shall claim to have been obstructed in the execution of the contract work by any act of lawlessness on part of any person other than an agent or servant appointed by the society, the Developer shall exclusively deal with such act by the due process of law at their own costs 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, but shall not be entitled to an appropriate extension of period agreed for the completion of the contract work. The Developer shall indemnify and keep the society indemnified against any of such events and shall deal and resolve the same at its own costs and consequences.
27. Developer shall comply the following before starting of the Redevelopment activity-
- a) Submit to Society the approved Full IOD plan sanctioned by MCGM.
 - b) Developer shall complete all the financial liabilities as recorded in the Development Agreement.
 - c) Obtain Certificate from Society's Project Management Consultant stating that all the conditions in Full IOD are fulfilled by the Developer and there will not be any difficulty in obtaining C.C.
28. Developer shall arrange for all material such as cement, steel, wood, bricks, tiles and any other material required to construct the building as per specifications through its own sources. Security & account of all the material at site will be the sole responsibility of the developer.
29. Admission to new buyers as members of the Society is granted only after receipt of Full Occupation Certificate and on production of documentary evidence that all charges on behalf of such flat purchaser had since been paid on the date of application for membership. Requisite documents / forms alongwith payment receipt and letter of possession issued by the Developer to be submitted by prospective members along with agreement with the Developer. The new buyers should be approved by the General Body of Society as per Byelaws in force. It is the sole responsibility of the Developer to take up at its own cost and expenses, the matter with the concerned Registrar of Cooperative Societies for seeking necessary permission/approval to admit such Purchaser as the members of the Society and for increase in the number of members and increase in share capital and obtain such other approvals and permissions as may be deemed necessary under the provisions of Maharashtra Co-operative Societies Act, 1960 and / or the Byelaws of the Owners/Society.
30. Cost incurred for correction in area in the revenue records i.e. City Survey records, should be borne by the developer.
31. The Developer shall pay to the MCGM, the cost MCGM have incurred towards the demolition of the existing dilapidated building, if any.

32. Developers shall reimburse to the society, towards the fees required to be paid to the professionals, i.e. Advocate, Project Management Consultant etc and if any as decided between the society and the respective consultant.
33. Stamp Duty and registration for the flats of prospective new members / buyers to be done before admission as member.
34. Stamp Duty and other charges for the offered additional extra area along with original area to all the existing members should be borne and paid by the Developer.
35. The Developer shall not be entitled to raise any financial assistance / Loans from the Banks / financial institutions or any other person by offering the said Plot or part thereof as security.
36. The Developer cannot assign / sublet the Project or enter Joint venture / Partnership / with any other Developer after its selection by the Society, without written permission of society and as supported by the Special General Body resolution of the Society. If the Developers fails to do so, then Society reserves the right to terminate with no financial obligations.
37. The Developer to obtain full Occupation Certificate within a maximum period of 30 months including the extended time, entirely at its cost.
38. Tripartite Development Agreement between the Society, Developer and Members should carry annexure clarifying distribution of all flats between the Society / Developer and Developer's saleable area.
39. Structural specification shall be as per Architect's design and drawing including thickness of wall etc.
40. The Developer shall obtain at their own costs additional FSI / TDR including Fungible FSI / TDR entirely in accordance with the provisions of the DCPR 2034 & shall get the entire Building plans approved & obtain I.O.D. (Intimation Of Disapproval) for entire FSI (Plot FSI + TDR FSI + Fungible Compensatory FSI) from MCGM as per DCPR 2034.
41. The Developer shall at its own cost arrange for electricity and water required for construction work.
42. Only development rights will be given to the Developer, the land and owner ship will remain in the possession of the Society. Members of the Society will continue to have approach to the Society's land as per his / her wish and will. By entering into regular Development Agreement, the Society will grant mere license unto the Developer for entering upon the property, to carry out and complete the work of redevelopment in the manner agreed upon. The said license is in the form of revocable license and shall not amount to a grant or demise in law of the said property or any part thereof unto the Developer.

43. The Developer shall indemnify the Society & take entire responsibility to ensure that all the existing 14 members & the Society should not be affected in any way due to any subsequent new policies, rules, regulations, non-procurement of any exemptions / certificates, N.O.C. etc.
44. The Developer shall at the time of the repossession, hand over the ORIGINALS of all the permissions, clearances, sanctions, etc. to the Society. Copy of all plans like the building elevation, floor plans, electrical plans, plumbing plans etc. submitted to the MHADA or other authorities shall all be handed over to the Society along with various contracts/guarantees like plumbing, water connection, water proofing, lifts, property tax receipts, Receipts of electricity and water payments paid, copies of declarations filed before various Govt. Authorities, List of sold / unsold premises, List of parking allotments to the newly sold flats, List of flat purchasers who have availed housing loans (with details of bank, branch, lien charge / NOC letter), Property Insurance details, Car parking allocation record & parking layout drawings (with numbering), audited accounts in respect of provisional maintenance charged and spent, any contracts executed with Property Managing Companies, undertaking by the Developer regarding Indemnity & Limitation of Liabilities of the Society for all transactions prior to the Handover Date, Bills and service records, Invoices, Warranties related to Pumps, Generator, Transformer, Pool and Gym Equipment, Lift, etc., AMC Documents related to Lift, Generator, Transformer, etc., Maintenance schedule for all the assets / amenities, Drainage, sewage, Fire protection and common area power layout drawings, Fire NOC from the Competent Authority, Fire Audit Report, Fire Fighting Systems (details of Smoke detectors with hooter alarm system), Reliance / Tata / Local Electricity board details, Mahanagar Gas Ltd Papers / correspondence, Borewell contract and details (if applicable), details of DG Set, Intercom, CCTVs, Details of STP functioning & operation details with drawings, details of Rain water Harvesting any such other applicable and relevant information and/or documents. A list of such original documents should be prepared and handed over to the office bearers of the society with signatures/acknowledgement of the office bearers. The Developer shall indemnify the Society against any future demands arising due to non-payment of any obligations.
45. The Developer shall ensure that the existing members are handed over the possession of the new flats in the new building first and the new buyers thereafter.
46. The Developer shall pay ALL the necessary taxes including GST, Service tax wherever applicable, E.S.I.C. and all other government's dues such as stamp duty, if any. The Developer shall indemnify the Society against any future demands arising due to non-payment of any obligations.

47. The Developer shall provide separate underground and overhead water tank for new building to be constructed to ensure adequate potable water supply and shall also make proper Sewerage (Drainage) arrangements.
48. The Developers shall be responsible for the quality of construction of the buildings and any complaints as regards the defect or deficiency in construction including leakages etc. within a period of 5 years from the date of Full Occupation Certificate & giving possession to all existing members shall be redressed by the Developer to the satisfaction of the aggrieved members of the Society by carrying out repairs at their own cost. Terrace waterproofing to have a guarantee period of 10 (ten) years.
49. The Society and its Project Management Consultant shall be entitled to inspect the Construction work of the building to be constructed by the Developer, draw samples of any material being used for construction, have the same tested by appropriate Laboratory, at any time during the period of construction and also during the period of 15 (fifteen) days of receipt of completion of the building from the Developer.
50. The Society and its Project Management Consultant shall be entitled to take final measurement of all the members' flats for ascertaining the assured carpet area before taking possession of the new flats in the newly constructed Building by the Developer. In case the area of any flats admeasures less than the agreed one as provided in the Development Agreement and Individual Permanent Alternate Accommodation Agreement; the Developer shall compensate such members by paying the market value for the shortfall in the Area. However, in any event, such shortfall in area shall not be more than 1% of the total area to be received by the concerned member of the Society. In case if Developer constructs flats for more carpet area than agreed, the existing members shall not be liable to pay any amounts for such additional area.
51. The open terrace to top level above the New Building will belong to the said Society. The Developer shall not sell the same or create any third-party rights in respect of the said terrace or any part thereof. Save and except common amenity like overhead tank and lift room, no other construction shall be put up by the Developer on the top terrace. There should be no access to the common terrace from any flats / premises.
52. No hoarding, signboards, display boards, towers of any kind to facilitate mobile service provider or any such thing will be permitted either on terrace or on wall forming part of the New Building. The Developer shall be permitted to use the society premises to erect hoardings and sign boards to give details and advertisement/Marketing for the sale of flats under the provisions of RERA in this particular project only during the course of construction and till the receipt of Full O.C.
53. The Developer shall have no right, title and interest over any common area like open space on Ground Level, Terrace, Refuge area etc. of the New Building which shall always remain property of the Society

54. After obtaining Full O.C. & handing over possession to existing members & giving possession to new members the Development Agreement along with Power of Attorney shall cease to exist and all rights to the Developer will stand nullified save and except the Developer's rights in respect of the unsold premises.
55. After obtaining Full O.C., the Developer shall surrender all original Power of Attorney, if given by the Society for dealing with any outside agencies.
56. The Existing Members / society will handover vacant and peaceful physical possession of property to the Developer for construction only after receipt of notice from the selected Developer producing therewith the requisite IOD with entire TDR loaded for entire FSI (Plot FSI + TDR FSI + Fungible Compensatory FSI) OR of entire FSI permissible and building plans duly approved by all the concerned authorities, Bank Guarantee, Payment of Rent and Hardship Compensation & on execution of individual Agreements of the existing members.
57. The Developer to provide Typical Lightning Arresters (when a lightning strike, the current is to be diverted down around the protected insulation to earth) on the Terrace at its own costs & expenses.
58. The new building shall be designed to resist the earthquake (seismic) load as per relevant I.S. code.
59. The Developer has to submit Project Management Schedule (Time Schedule) explaining the stage-wise construction & strictly abide by it to complete the project on time. Such Time schedule should be submitted to Society at the time of signing the Development Agreement and the same shall be annexed to the Development Agreement to be executed and registered. The detailed BAR/PERT or equivalent charts as directed by PMC shall be submitted for approval of the PMC and society immediately before the commencement of work to give an accurate description of the project progress every fortnight. The chart should, inter-alia, indicate the requirement of materials every fortnight.
 - a) Developer should analyze or break down the proposed development work to be executed by him into several parts or items and specify the time for the completion of each part or item, in the form of a BAR-CHART or equivalent. This bar chart must show all activities along with monthly manpower requirements and material consumption.
 - b) Developer should complete each part or item on or before such specified time being intended to be of the essence of the contract.
 - c) If Developer fails to complete each part of item of the work before such specified time, the contract becomes voidable at the option of the society.
60. The Developer shall provide maximum landscaping in entire plot & shall avoid concreting or laying paver blocks as far as possible.
61. The Developer shall ensure retaining existing trees as far as possible.
62. The Developer to take entire responsibility in the event of any accident or untoward incident or damage due to carelessness on site during construction.

63. The Developer shall not be allowed the use of explosives in a manner, which might disturb or endanger the stability, safety, or quality of the work or safety of the neighboring works or structures. The explosives shall be stored, handled and used as prescribed by the required law and its regulation. Any complaints from the neighboring Societies, establishments like School, etc. shall be resolved by the Developer directly.
64. The Developer shall resolve any encroachment or unauthorized construction or claim by or against the Society or in respect of the said land by third party or competent authority. The Developer shall not allow any encroachments on the society premises during the course of work.
65. After completion of the project, the Developer shall clear all men, materials, sheds etc. peacefully as per requirement of Society's Project Monitoring Team (PMT). Property shall be of the society and there should be no claim whatsoever by the Developer.
66. Developer undertakes that they shall be abided by this Tender for a period, specified in the Tender Document. It shall remain binding on them and may be accepted at any time before the expiry of that period and/or before the expiry of any further period extended by mutual consent. In case of any default by them in their obligations above, they acknowledge the liberty to forfeit the Earnest Money deposited herewith.
67. Developer confirms that until a formal agreement is prepared and executed, acceptance of this Tender shall be binding on them subject to modifications as may be mutually agreed to between the parties and indicated in the letter of acceptance of their offer for this work.
68. Developer confirms that they have inspected the site of works, studied all the works and have satisfied themselves before tendering as to the correctness and sufficiently of the tender for the works before filling this Tender.
69. Developer shall keep this Tender open for acceptance for a period of 180 days from the date fixed for opening the same and in default thereof they shall be liable for forfeiture of full amount of the "Earnest Money Deposit".
70. **Developer confirms that they are satisfied with all the documents annexed to the Tender and any other document if required, they shall procure at their own cost and expenses.**
71. Developer shall abide to pay the fees of all the professionals involved, such as Architect/Structural Engineer, Elevation Designer and Site Supervisor etc.
72. Developer confirms that the full value of the earnest money deposit shall stand forfeited without prejudice to any other rights or remedies if, they do not execute the Documents mentioned in Tender within the time specified by the Society after receipt of notice issued by the Society, that such documents are ready or they do not commence the work within time specified by the Society after receipt of order to that effect.

73. For any reasons if the Developer stops construction of the Society's component of work, the Society reserves full rights to prohibit the Developer from construction of Saleable component of work. The Developer shall complete the entire Society's component of work and hand over the same as per approved drawings to it. The Developer shall pay all the monthly maintenance and assessment bills towards the vacant / unsold flats and in case the Developer fails to pay the same the society reserves the right to take possession of the vacant flats in lieu of the unpaid dues. The Developer shall provide the society with sample of allotment letter and draft of sale deed / agreement for sale to be executed with the new flat purchasers which shall be approved by the Society. The same shall have relevant clauses by which the new flat purchaser shall be enforced to abide by and comply with the bye-laws of the Society. All such flat sale agreements shall be prepared and executed under the provisions of the RERA Act and Rules formed thereunder.

74. Special Requests of Existing Members / New Flat Purchasers: It is quite common for flat owners to request changes from approved drawings in terms of layouts, choice of materials to be used etc. It is entirely up to the Developer whether to accede to such requests or not. Extra costs for doing such work is a matter to be settled between the Developer and the flat owner. Cost and / or time over-runs (if any) incurred on account of such additional work shall under no circumstances be accepted as a justification for the Developer not meeting his contractual obligations to the Society. The Developer shall be responsible for ensuring the following till OC:

- a. No contractors other than those appointed by the Developer are permitted to work at the Society's site.
- b. No changes / modifications are made or any damage done to the beams, columns and other load bearing members of the building.
- c. The requested changes do not make any additional demands on the Society's common resources.
- d. No encroachment takes place into the Society's common areas.
- e. No changes / modifications are made to the external appearance of the building.
- f. Changes (if any) in the plumbing system are approved by a qualified engineer / architect.
- g. Approvals from statutory authorities are obtained wherever required.

75. Delay & Extension of time:

- a. Developer shall stick to the construction schedule furnished by the Architects prior to the commencement of work, the Developer shall discuss with the consultant the construction sequence and program to achieve completion of work as scheduled.
- b. The time allowed for carrying out the work shall be strictly and deemed to be the essence of contract on the part of the Developer.

- c. Developer agrees that the work shall be commenced and carried on in the order of precedence as may be directed by the Society through Consultant. The progress of work shall be checked on continuous basis and percentage progress achieved and shall be commensurate with the time elapsed. Developer shall submit to Society through Engineer progress report every fortnight by giving indication of progress of work. (Logical PERT charts or equivalent charts stages wise)
- d. If the Developer desires any extension of time for completion of work on the grounds of hindrance in its execution, he shall apply in writing to the Society through PMC within 7 days of the date of such hindrance. The Society shall authorize such extension of time if considered necessary and proper.
- e. If any untoward or extraordinary circumstance arises beyond the control of the Developer, which in the opinion of the Society through Consultant should entitle the Developer to a reasonable extension of time, such extension may be granted, without releasing the Developer from any of his obligations. The Developer will not be able to claim any cost overruns from the Society.
- f. In any event the project is delayed beyond the stipulated time, the Developer shall be liable to pay all the costs and/or charges paid and/or incurred by the existing members of the Society towards execution and registration of agreement/s of Leave and License, rent, brokerages, charges paid towards transportation during such extended period till completion of the said Project.
- g. Furthermore, additional costs for completion of the balance project work due to such delay shall be liable to be paid by the Developers.

76. **FORCE MAJEURE**

- a. If at any time during the execution of the project, the Developer is not able to proceed with construction/ completion of the project beyond a period of one month due to any reasons beyond his control as mentioned below, the Developer shall get extension of time to proceed with the project work in case of occurrence of such events; the period of extension being assessed by the Society as reasonable and necessary. No other claim shall be considered. "Force Majeure means any, including, without limitation, of following events or circumstances or combination of events and circumstances provided the same affects the entire construction and/or re-development in the locality in which the Society is situated:
 - i. Act of war or hostilities (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, insurgency, terrorist or militant action, sabotage, or civil commotion or the threat of any of the foregoing;
 - ii. Acts of God and earthquakes in Maharashtra, and Any event or circumstance of a nature analogous to any of the foregoing occurring in India which materially affects either party adversely with the terms of the contract, but only if and to the extent that such events and circumstances

are not within the reasonable control, directly or indirectly, of such Affected Party, despite the exercise of reasonable diligence, is unable to foresee, prevent, avoid, mitigate or remove such event of Force majeure;

- iii. A mere shortage of materials, utilities or labour shall not constitute Force Majeure, unless such circumstances are created due to any of the above Force Majeure. If such a Force Majeure comes into operation and thereby delays or prohibits any of the parties to the Agreement, from enforcing specific performance of the Agreement then such party shall give a written intimation to the other party, giving details of the circumstances constituting the Force Majeure, provided such an intimation is given within seven days from the operation of the Force Majeure. In such circumstances, the other party to the agreement shall condone the delay in specific performance of the Agreement.
- iv. In any event if any extension is granted by the MahaRERA Authority either by project specific or by general order and/or circular as issued, the same shall not re-write the terms and conditions of the Development Agreement to be executed by and between the Society and the Developer. The Developer shall be liable and continue to pay all the charges and costs as mentioned in the Development Agreement, including but not limited to Brokerage, Rent, Transfer, Corpus and all such payments to be made by the Developer from time to time to the individual members and/or to the Society, till handover of the newly constructed premises / flats along with Occupation Certificate. The Developer shall not defer any of such payments during the period of such Force Majeure event.
- v. The Developer shall promptly notify the Society in writing of the commencement of any Force Majeure Event. The period of force majeure shall commence from the date of such communication by the Developer to the Society and shall continue until the completion or ending of the Force Majeure Event. Notwithstanding the occurrence of a Force Majeure Event, the Developer shall remain liable for the payment of Rent / Monthly Displacement Compensation as well as all payables throughout the entire duration of the Force Majeure period.

77. The Developer shall not be entitled to earn any revenue except by way of sale of the built up area of the saleable component of the project. All Open Spaces, Common terrace, stilt areas, parking areas, society office, fitness centre, servant toilets or staircase etc. belongs to Society alone.

78. The Developer having agreed to obtain as aforesaid Development rights in respect of the said property, the Developer hereby agrees to be bound by and to fulfill the obligations and responsibilities in connection with and/or relating to the said Development. The entire Development of the said property shall be carried out by the Developer at the entire risk and cost of the Developer. Such "Cost" shall include but not be limited to:

- a. Fees of the Architects, RCC Consultants and other consultants as may be engaged by it including legal charges
- b. The fees of society appointed PMC calculated at lumpsum of Rs. _____ (_____ only).
- c. The Fees of the Society appointed Legal advisor calculated at Rs. _____ (_____)
- d. Deposits and Reconnection charges for electricity connection payable to the concerned electricity service provider;
- e. Deposits and Reconnection charges for piped gas connection payable to the concerned piped gas service provider
- f. Deposits and Reconnection charges for landline telephone payable to the concerned landline telephone service provider
- g. Payment of IOD/CC deposits and scrutiny fee to MCGM and obtaining various approvals from MCGM and/or Comptenet Authorities;
- h. Payment of premium to MCGM for utilizing Additional FSI on the said property;
- i. All the other charges, fees, deposits penalties or extra charges to be paid to the concerned authorities for the construction work to be carried out on the said property including but not limited to costs, charges, and/or expenses of obtaining from the State Government and/or other Public bodies and/or authorities and/or officer/s, further permissions and/or an Exemption order and/or any variations and/or amendments of the Development Permission and/or amendments to the building plans and/or payment of deposits and/or fees, costs, charges and/or expenses that may hereafter be payable to MHADA for obtaining amendments to building Plans and/or extension of the validity period thereof and/or for applying for and/or obtaining Occupation Certificate/s and/or Completion Certificate pertaining to the floors in the New building to be handed over to the Existing Members and Occupants as also the fees and costs payable to the Architects, Structural Engineers, R.C.C. Specialists, Surveyors and/or other professional who may be engaged by the Developer in connection with the development of the said property.
- j. All outgoings including any taxes / cess / dues / Land Under Construction taxes / any Central Goods and Serves Taxes (CGST) / State Goods and Services Taxes (SGST) or any other charges payable to the State and/or Central Govt. and/or any other competent authorities payable by the Developer and/or payable on behalf of the Society for grant of the development rights or otherwise during the course of construction till the final completion of the project as contemplated herein including but not limited to any CGST and/or SGST and/or any taxes / cess / dues payable in respect of Newly constructed Flats for the existing members (existing carpet area + additional area to be provided free of cost) as well as if being charged in future by the State and/or Central Govt. and/or any of the competent authorities

for the period starting from the commencement of construction till the final completion of the project as contemplated herein.

- k. The bills of the various contractors appointed by them;
- l. The payment of the bills of the suppliers of building materials.
- m. Wages and all other dues of the workman employed for carrying out of development and construction work in accordance with the provisions of all applicable labor welfare laws.
- n. Compensation or any other ex-gratia amounts payable to the workman employed on the project or to third party due to any accidents, mishaps on the site for reasons whatsoever.
- o. The Developer shall be entitled to carry out at their own costs, charges and expenses in all respects, all or any items or work for development of the said land including laying of drainage, cables, water pipes and other connections as per the terms and conditions imposed by MHADA while sanctioning the said plans.
- p. The Developer shall obtain D.P./T.P. civil aviation remarks and shall supply one copy thereof to the Society/owner.
- q. The Developer agrees and undertakes to carry out the aforesaid construction on the Said Property without disturbing the possession, use and occupation in the neighborhood society or in the vicinity.

79. **MAXIMUM DEVELOPMENT PERMISSIBLE AND FUTURE RIGHTS:**

- a. The Developer shall be entitled to utilize and load the Base FSI + Additional premium FSI from MCGM of the entire Property and also utilize fungible FSI (both free as well as with premium) + TDR and construct building/s on Said Property in accordance with the provisions of the relevant Acts, Rules and Regulations applicable thereto **for the time being in force**. The Developer shall be entitled to utilize and load the additional FSI + TDR on the Said Property, which is permissible as on date. If any additional benefit is obtained prior to execution and registration of the Development Agreement because of any statutory amendment in fungible or policy for FSI / TDR, the same shall be shared in the agreed ratio between the society and the Developer. Any benefits arising out of the same over and above the existing benefits made available to the Society and its members prior to execution and registration of the Development Agreement shall be shared in the agreed ratio between the society and the Developer
- b. The Developer shall not start any construction activity on the Said Property unless the building plans are sanctioned by MCGM and the Commencement Certificate is obtained by paying requisite premium.
- c. The Developer shall prepare the building plans and elevations/perspective view of the proposed building at its own costs and expenses and furnish the same to the Society and the Society shall suggest modifications or amendments to the same, if necessary, in consultation with its Architect/PMC. But once the plans are approved and IOD is

issued neither the Developers nor the Society shall make any unilateral change in such plan. However, whatever changes are required to be made as per the directions of the MCGM or any other Authority, the same shall be made by the Developer's Architect in consultation with the Developers and the Society's Architect/PMC and only after getting permission/ written consent of the Society along with a supporting resolution passed in a General Body meeting, if such modification prejudice the interest of the Members in respect of their respective New Flat, the same shall be disclosed to the Society and their Architects and also if in any manner affect the location, area, view of the New Flat.

- d. The Developer shall be entitled to appoint their own Architect, structural Engineer and other professionals for the purpose of carrying out the construction as aforesaid on the Said Property at their own cost.
- e. The Developer shall be solely responsible for paying the fees of the Architects and the R.C.C. Consultants and any other agencies as may be appointed by the Developer in connection with the aforesaid construction on the Said Property.
- f. The Developer shall in the course of erection and completion of building/s on the said Property do all lawful acts and things and perform the development work in conformity with the relevant laws, rules and regulations applicable thereto and for the time being in force.
- g. At the cost of repetition, the Developer shall at their own cost, risk and responsibility obtain all necessary permissions / approvals / licenses / No Objection Certificates etc., as may be required for the purpose of aforesaid construction on the said Property from MCGM, the Collector or other Revenue Authority under the Maharashtra Land Revenue Code, 1966, Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976 or any other statutory authority or other appropriate authorities or such other authority/ Tribunal/ quasi-judicial authority appointed by the State Government or Central Government.
- h. The Society shall always be the sole Owner of all common areas of the reconstructed new building and shall have the right to use terrace of new Building constructed for the members of the Society including stilt car parking and open car parking. Pocket terrace should not be there in the proposed building on any other floor.
- i. In the event if the Developer modified the plans to the extent of members entitlement of flat without their permission and/or consent of Society, and if any illegal constructions are carried out by the Developer, and/or if the Developer has involved in any criminal acts over the property of Society, the Society is entitled to terminate the Development agreement.
- j. In case of termination of the Developer on behalf of the society, the entire team of the Developer including all the consultants appointed by the Developer for this particular project would be deemed to be terminated and shall have no rights or claims whatsoever for any unpaid dues to the society.

80. DEVELOPERS ENTITLEMENT/FLATS:

- k. The Developer shall be entitled on their own account as authorized person under power of attorney executed with vested interest on behalf of Society being promoter to sell on Ownership basis the flats coming to their entitlement after obtaining RERA Registration Certificate, to any prospective purchasers and for that purpose enter into Agreements, Agreements for Sale, Sale Deed or sign and execute Letters of Allotment or such other writings or documents on their own account as may be necessary. The Developer shall be entitled to receive and retain with themselves all money from the persons to whom the Flats are sold in the building/s proposed to be constructed by the Developer on the Said Property. All money which shall be received by the Developer from such purchasers of Flats / shall belong to the Developer and shall be retained by them in the accounts under the provisions of RERA Act and RERA Rules as applicable. The Society shall accept such third-party purchaser from the Developer under authority upon receipt of registered agreement in respect of the flat and possession letter, parking allotment letter issued by the developer alongwith applicable share capital money, entrance money, details of homeloans (if applicable) and accept such purchaser as member of the Society. In the event the Developer misuses the Power of Attorney and sells any of the flats to more than one person, in such event the Society shall not be responsible for such unauthorized act of the Developer and that the Developer shall indemnify and keep the Society indemnified against any legal actions and/or proceedings.
- l. The Developer hereby agree and undertake that the prospective purchasers of Flats in the building/s to be constructed by the Developer shall pay all the deposits including share money, membership fee, meter deposit, provisional outgoings and any other outgoing payments as to be prescribed in the Development Agreement.
- m. It is agreed that the society shall on notice by the Developer, accept and admit new members as the prospective purchasers of the new Flats constructed on the said property, and shall make them full-fledged members, on payment of **required** Share Money, on submission of necessary applications along with copy of the registered agreement for sale, forms as prescribed under the bye-laws, possession letter issued by the Developer, after the flat is ready for occupation, MCGM issuing Occupation Certificate and such Purchasers complying with the rules and regulations of the society. The Members of society will charge proportionate fund in proportion to the total fund including sinking fund presently available with the Society. The Developer shall collect the cheque/s in the name of society and the same shall be delivered to the society at the time of execution of Agreement with the Prospective Purchaser. Save and Except, the said sum towards share amount as per bye laws of the Society, Contribution to the Common Amenities Fund and other statutory costs as required under Maharashtra Co-operative Societies Act and Rules thereto, the society shall not claim or demand other charges or levies from the new purchasers, who had acquired flats or premises from Developer as above.

- n. It is agreed that such membership shall be given to the prospective purchasers of premises only after the Developer intimate to the society, in writing, that all the amounts receivable by the Developer, from the purchaser/s, have been received by them. The prospective purchasers shall be given membership to the new flats, upon the Developer obtaining Full Occupation Certificate and only after making full payment towards stamp duty and registration charges for the respective flats purchased by third parties. It is also made clear that such membership shall not be granted to any flat Purchaser unless the Developer offered the agreed area to the existing members of society and other terms and conditions as recorded herein.

81. VACATION OF EXISTING FLATS/ BY MEMBERS AND MEMBERS NEW FLATS:

- a. It is agreed that in additions to above terms till the due amount of corpus fund, shifting charges and brokerage charges are paid to members; the Developers shall not ask the members to vacate their existing premises.
- b. The Members of the Society agree to vacate the premises along and belongings, within 30 days from the obtaining of **Full IOD from MCGM** and submission of the same to Members of Society with a written request issued by the Developer to vacate the premises.
- c. Within a period of 30 days from the Developer submitting the sanctioned Plan to the Members of Society, the members shall confirm exact identity of the New Flats to be allotted to them.
- d. The Developer shall execute an agreement with every existing members of the Society for Permanent Alternate Accommodation or allotment of New Flats as and by way of tripartite agreement thereby agreed to allot the flat to the existing members in lieu of old flat free of charge and as and by way of allotment with the terms and conditions to put the possession of respective flats with required amenities and time schedule etc. Within the period of 30 days from the date of receipt of sanctioned plan from Concerned Authorities and members, the members shall also be bound to execute and register the same as per the Draft prepared by the Developers and Society mutually. The Developer shall be liable to pay the requisite Registration Fees, proper Stamp Duty on such Permanent Alternate Accommodation agreements.
- e. That the members of society shall get disconnected their individual electric meters, pipeline gas connection, and water supply etc., and/or comply with the formalities, which are pre-requisites for demolition as well as for sanctioning of new plans. The Developer shall help the Society/members of society and shall do necessary follow up for the same. The Developer will pay all the required and applicable statutory charges on behalf of the society to relevant authorities from the time of vacation of flat till handing over possession of the redeveloped flats.
- f. Once the Developer gives a written intimation to members of the society for their respective new premises upon obtaining Full Occupation Certificate, being ready for occupation, PMC on society's behalf shall verify that the premises are habitable and ready for occupation. Verification will include measurement of newly constructed each

flat in respect of the existing members and issuance of area certificate confirming the carpet area, reinstating of all services as before demolition like Electricity, Water, Pipe Gas, etc. And upon confirmation by PMC, members will take possession within 30 days after PMC gives go-ahead. If Members fail to take possession of their respective premises within this period, the Developer shall not be liable to pay further compensation/rent to such Members thereafter over and above completion of 30 days of notice of handing over possession of the newly constructed flats.

- g. It is agreed between the parties that for purpose of Society's Premises i.e. Building, the Developer shall put up plan to MCGM, which plans are duly approved by Members of the society in its General Meeting. The Developer shall not deviate or alter the said approved plan without express written permission from the society. In the event, for purpose of sanction of the plan any modification is suggested by MCGM, the Developer shall intimate the said amendment as per plan by MCGM to the society, the Developer shall be entitled to carry out such modification upon written consent of the Society alongwith supporting Resolution passed in a General Body meeting. The Society shall give respond within a period of 15 days from receipt of such written request upon prior consultation and/or approval from the PMC. After the plans are sanctioned, the certified copy of the said sanctioned plan shall be submitted by the Developer to the society forthwith. The Developer hereby agrees and undertakes to submit all the original documents, sanction plan, correspondence made by the Developer on behalf of the society for the redevelopment of the said property, the same shall be delivered to the society.
- h. It is agreed by and between the parties that up to the date of handing over possession to the Developer, the Members of society shall pay all outgoings, taxes, penalty and other charges which is payable to MCGM, and other concerned authorities and service providers. On and from handing over vacant possession of the existing premises by members of society, Developer shall be responsible for the outstanding dues only till the Development work is in progress till Full Occupation Certificate is obtained. All dues thereafter shall be borne and paid by the Society or the members except dues on account of Saleable Premises. However, if any liability arises in future due to failure on part of the Developer during the construction period, the Developer shall be solely liable to pay the same and Society/Members of society shall not be responsible in any circumstances.

82. Change in Constitution

The TENDERERS/DEVELOEPRS shall not be permitted to change constitution of the company or the Firm i.e. change of partner/s, change of shareholding patterns, change of address or any other changes in the constitution of company from the date of selection of the Developer by the General Body as contemplated hereinabove till the completion of all the contractual obligations as per the development agreement, save and except as permitted by the Society by passing necessary resolutions in the General Body. The TENDERERS/DEVELOEPRS shall notify the Society in writing within a period of 7 days of issuance of any prohibitory and/restrictive order/s and/or such orders leading to change

in constitution as issued against the TENDERER/ DEVELOPEERS and/or its any of the group companies and/or sister concern/s and/or its any of the Director/s and/or Partner/s, by any government / judicial / quasi-judicial authorities during the course of the project and till the completion of all the contractual obligations as per the development agreement.

83. INDEMNITY:

- a. The Developer hereby indemnify and keep harmless the "Society/Owners, Office Bearers / Managing Committee Members (existing and/or future) / Redevelopment Committee Members Architects / PMC, PMC engineers and their staff, legal and all other consultants, visitors" of, from against all claims, fees, charges, fines and other payments whatsoever which during the course of the construction aforesaid may become payable or be demanded by appropriate authorities appointed under relevant laws in respect of the RERA provisions as co-promoters, construction work or of anything done or caused to be done or omitted to be done with respect thereto.
 - b. The Developer hereby indemnify and keep indemnified the "Society/Owners, Office Bearers / Managing Committee Members (existing and/or future) / Redevelopment Committee Members Architects / PMC, PMC engineers and their staff, legal and all other consultants" against all losses, damages, costs, charges, expenses that may be incurred or suffered by the "Society/Owners" their members on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise howsoever.
84. If any Member during the subsistence of the Development Agreement, intends to transfer by sale, gift, exchange, lease or otherwise his/her/their flat's then the transfer shall be subject to the terms of the Development Agreement to be executed and the intending purchaser shall abide by the terms of this Development Agreement to be executed and shall sign and execute a Deed of Confirmation / Deed of adherence in favour of the Developers and the said Society before completing the transaction. The Society further undertakes not to transfer such flat(s) in its records unless the intending purchaser executes the Deed of Confirmation / Deed of adherence with the Developers. The intending purchaser shall not be entitled to receive any further compensation save and except as stated herein from the Developers or the said Society or claim any right adverse to the rights/interests of the Developers.
85. Developer shall abide that on failure to complete the whole or part of the work within the specified period as mentioned in the Development Agreement to be executed in future or any other extended period as may be mutually agreed, they will be liable to pay every month the ' Compensation to the Society and its members for the periods of default without prejudice to the Society's other rights to recover the damages & forfeit the Security Deposit.
86. Developer confirms that they shall abide with the condition that on failure to complete the whole or part of the work within the specified period as mentioned in the Development Agreement as herein before provided or commence the work within the prescribed period

after issue of letter of acceptance of the Tender, the Society may be entitled to determine that they have abandoned the Tender and thereupon the tender and acceptance thereof may be treated as cancelled and the Society shall be entitled to forfeit the full amount of earnest money deposit and other securities as are to be provided without prejudice to other recourses to recover the damages for such default.

87. Developer further confirms that the Society is not bound to accept the lowest / highest or any other Tender it receives & and the Developer shall not take any kind of action against the Society and /or claim against the Society for rejection/selection of their tender.

88. Developer confirms and certify that stipulations made herein and the information given as referred in the document are true in all respects and that in the event of any such statement or information being found to be a misinterpretation; it will entitle the Society to void any resultant agreement.

89. The Developer should be registered with **RERA** and should have a good track record and a good rating with **RERA**.

The Developer is advised to go through the above-mentioned tender conditions carefully and thoroughly & then submit its offer.

6. INVITATION:

Reputed and capable Developers are invited with their techno-financial capability to redevelop the Residential Building situated at Plot no 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai 400057.

The Developers will be shortlisted based on their experience and financial capability to execute similar kind of projects. It is expected that the selection process will be completed within 2 (two) months period from the date of opening of this TENDER document.

7. SELECTION PROCEDURE

The Developer READY TO GIVE BANK GUARANTEE/SECURITY DEPOSIT /LOAD FULL T D R of the entire project shall be short-listed in accordance with the procedure set out by JAI CHAMBERS CO OPERATIVE PREMISES SOCIETY LIMITED.

On receipt of 'TENDER DOCUMENT', the Developers will be short-listed on the basis of information supplied as per the check list. The short-listed Developers may be invited to re-define their techno-financial offer which will be finalized with the approval of the Society. Also, site visit will be conducted of the short-listed Developers to ascertain quality of construction of completed projects as well as under construction projects.

The Society reserves the rights to reject any or all TENDER DOCUMENTS without assigning any reason. The decision of the Society will be final and binding on all.

8. CONTENTS OF THE PROPOSAL

The TENDER DOCUMENT should demonstrate the developer's capacity and experience and similar task specified. Provision of the requested information, in full, should be provided in the following sequences:

1. Background, organizations & experience in the field of construction industry.
2. A list of past & present major projects of similar nature and scale carried out, or being carried out by your organization. Experience claimed should be limited for projects for which your organization was legally selected.
3. Financial standing in the market, information about the Bankers, current Joint Ventures with other Developers.

The Developer should be prepared to substantiate the claimed credentials by providing legal evidence as a proof, if so asked upon by **JAI CHAMBERS CO OPERATIVE PREMISES SOCIETY LIMITED.**

9. SUBMISSION:

The 'TENDER DOCUMENT' duly completed should be submitted in 3 separate sealed envelopes containing:

- A. TENDER document in TRIPLICATE** (duly filled in completely with stamp and sign)
(1 original & 2 Xerox copies)
- B. Annexure** (audited Balance Sheet for last 3 to 5 years, MCGM documents, Company papers, etc.)
- C. E.M.D. (Earnest Money Deposit) by Pay Order of Rs.5,00,000 (Rupees Five Lacs Only) (refundable & interest free) in favour of "JAI CHAMBERS CO OPERATIVE PREMISES SOCIETY LIMITED." to reach at the following address:**

Note: The E.M.D. should be kept in separate envelope and not sealed with tender document.

Time: 10.00 a.m.to 02.00 p.m. from __/__/____ to __/__/____

The Proposal will be treated as non-responsive, if any of the items mentioned in the prescribed format are omitted or not answered.

9. REJECTION OF THE TENDER:

The Society and the Society's Consultant do not bind themselves to accept the highest Tender and reserve the right to reject any or all tenders without assigning any reason thereof.

Tender will be treated as invalid / rejected on the following grounds.

1. If only one part of Tender is submitted or if the Tender is incomplete in any other manner.
2. The Tenders not accompanied by Earnest Money Deposit are liable to be rejected.
3. Conditional Tenders may be liable to be rejected, therefore, developers are advised to avoid putting conditions that are in variance with the items and conditions stipulated In the Tender.
4. Tenders containing erasures and alterations of the Tender document may be liable to be rejected. The Tender must attest any corrections made in the entries against such correction.
5. If it is found that two or more persons who are concerned with one another either financially or as principal and agent or master and servant have tendered under different names for the same contract, without disclosing their connection, then such Tenders may be rejected and Earnest Money Deposits will be forfeited.
6. Any contract entered into with conditions is also liable to be rejected.
7. Failure to provide information in the form of **Balance Sheet for last 3 to 5 Financial Years** (excluding or including pandemic period) for evaluating the Developer's financial qualification or to provide timely clarifications or substantiate the information supplied may result in disqualification of the Tender.

In addition to the above-mentioned conditions, the Tenders are liable to be rejected if the Tenderer,

- A. Does not submit Earnest Money Deposit.
- B. Does not disclose the full names & addresses and other business interests of Proprietor, in case of Prop. Firm / All his Partners, in case of Partnership concern/ Shareholders directors / whole time director's in case of Pvt. & public & Proprietorship / Partners & Members in case of LLPs.
- C. Fails to initial corrections
- D. Fails to fill up complete Performa in the Tender.
- E. Stipulates the validity period less than what is stated in the form of Tender.
- F. Does not sign every page of Tender with seal of Company / Firm.
- G. Any other reason the society deems appropriate

The decision of the Society's decision will be final and binding on all.

10. ACCEPTANCE OF THE TENDER:

Tender shall not be accepted after the hour and date fixed for closing the Tenders. The Tenderers cannot take any kind of action against the Society and / or claim against the Society for rejection of their Tenders. The Society and the Society's Consultants do not bind themselves to accept the highest Tenders and reserve the right to reject any or all Tenders without assigning any reason thereof. The decision of the Society will be final and binding on all.

11. TENDER OPENING:

The Society's Consultant with the Managing Committee Members shall open the Tenders in society's office to examine whether the Tenders are complete and the documents have been properly signed and whether the Tenders are generally in order. Consultant shall thereafter prepare a comparative chart of the offers received from the Developers.

12. OFFER:

The short-listed Developers may be invited to re-define their commercial bid offer which will be finalized with the approval of the Society. The final offer given by the Developer shall be firm throughout the period of construction. No variation of any kind shall be entertained; the offer shall be based on 'as is where basis' is.

13. PROCESS TO BE CONFIDENTIAL:

After the opening of Tenders, information relating to the examinations and comparison of offers received in Tenders and recommendations concerning the award of contract shall not be disclosed to any of the Developers or other persons not officially concerned with such process until the award of contract to be announced to successful Developer by the Society's General Meeting.

Any efforts by the tenderer to influence the Society's Committee / Society Representative (s) / Society's Consultant on matters relating to Tenders under studies in the process of examination, clarification, evaluation and comparison of offers received in the Tenders, and in decisions concerning award of contract, may result in rejection of Tender and forfeiture of E.M.D.

Canvassing in any form by Tenderers may lead to disqualification of their Tender.

14. SELECTION PROCEDURE

On receipt of the 'TENDER DOCUMENTS', the Tenderers will be short-listed on the basis of the information provided. The short-listed Tenderers may be invited to re-define / revise their Techno-financial offer which shall be finalized with the approval of the Society.

The Managing Committee of the Society and members of the society authorized by the Managing Committee / representatives of PMC / Legal Advisor may visit the sites of the Tenderer to ascertain the quality of the construction.

The Developer shall be selected in accordance with the rules & procedure set out by **the Society** as per the directives of New Redevelopment Rules under the provisions of Sec.79 (A) of MCS Act 1960 w.e.f. 04.07.2019 and as per the decision of the society.

On the last day for the receipt of tenders, the Secretary of the society shall prepare a list of the tenders so received and publish the same on the Notice Board of the society.

The Secretary of the Society shall convene a meeting of the Managing Committee of the Society within 15 days of the last date for the receipt of the tenders.

The bidders / tenderers or their authorized representatives and the desirous members of the society may attend this meeting. The tenders so received shall be opened in the presence of all the persons present at the meeting.

The Architect/Project Management Consultant (PMC) shall scrutinize all the tenders and prepare a comprehensive chart thereof and if minimum 3 tenders are received and shall approve such tenders for keeping them before the General Body at the Special General Meeting after verifying such factors as the merit, reputation, experience, competitive rates etc. as mentioned herein of the received Tenderers.

The Society reserves the right to reject any/all the 'TENDER DOCUMENTS' without assigning any reason whatsoever. The decision of the Society shall be final and binding on all the TENDERERS.

15. ANALYSIS OF SITE FOR DEVELOPMENT:

Site under reference is situated at Plot No 357, T.P.S. No V., Service Road, Vile Parle East Mumbai - 400 057. Location plan is provided in D. P. Remark for your reference.

16. ANALYSIS OF THE PLOT AREA FOR FSI POTENTIAL:

- | | |
|------------------|--|
| (a) AREA OF PLOT | = 620.00 sq.mt. as per proposed PRC. |
| | = 620.00 Sq.mt. as per Conveyance |
| | = 620.00 Sq.mt. as per physical possession |

17. ANALYSIS OF EXISTING TENEMENTS

- a) Total Carpet Area existing of residential user (incl Balc) = 6834.38 Sq.ft. List of Existing Members annexed herewith.

18. DEVELOPMENT AGREEMENT

The development agreement shall be made once the developer is finalized and selected in the SGM in the presence of the authorized person of the Sub Registrar as envisaged U/s 79A and the same shall be duly registered along with Development Power of Attorney. the selected Developer will have to register this project with RERA in accordance with the provisions of RERA, 2016.

Details of Sub-contractor's i.e. Civil, Plumbing, Electrical etc.

Sr. No.	Name of the Company / Contractor	Address	Contact Person Mobile No & Tel. No.	No. of Project completed & in hand

Seal and Signature of TENDERER

c.

d. Describe 5 major projects

completed by your organization :

in last 5 years (enclose

documentary evidence)

FRESH DEVELOPMENT PROJECTS**UNDER CONSTRUCTION****(Certified copy of IOD & CC to be submitted)**

- A.**
1. Project :
 2. Area of construction :
 3. Location :
 4. Date of IOD :
 5. Date of CC :
 6. Expected date of CC :
 7. RERA Regination No. :
- B.**
1. Project :
 2. Area of construction :
 3. Location :
 4. Date of IOD :
 5. Date of CC :
 6. Expected date of CC :
 7. RERA Regination No. :

COMPLETED PROJECTS**(Certified copy of IOD, CC& OC to be submitted)**

- A.**
1. Project :
 2. Area of construction :
 3. Location :
 4. Date of IOD :
 5. Date of CC :
 6. Date of OC :
 7. RERA Regination No. :
- B.**
1. Project :
 2. Area of construction :
 3. Location :
 4. Date of IOD :
 5. Date of CC :
 6. Date of OC :
 7. RERA Regination No. :

REDEVELOPMENT PROJECTS**UNDER CONSTRUCTION****(Certified copy of IOD & CC to be submitted)**

- A. 1. Project :
2. Area of construction :
3. Location :
4. Date of IOD :
5. Date of CC :
6. Expected date of CC :
7. RERA Regination No. :

- B. 1. Project :
2. Area of construction :
3. Location :
4. Date of IOD :
5. Date of CC :
6. Expected date of CC :
7. RERA Regination No. :

COMPLETED PROJECTS**(Certified copy of IOD, CC & OC to be submitted)**

- A. 1. Project :
2. Area of construction :
3. Location :
4. Date of IOD :
5. Date of CC :
6. Date of OC :
7. RERA Regination No. :

- B. 1. Project :
2. Area of construction :
3. Location :
4. Date of IOD :
5. Date of CC :
6. Date of OC :
7. RERA Regination No. :

(If there are any more projects, if any, in addition to the above, you are free to attach the details.)

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

.....

II. Information about your Bankers:

- ❖ Solvency Certificate to be submitted
- ❖ Audited & Certified Balance Sheet of Company for last 3 years to be submitted with schedules
- ❖ Details of Loans availed from Banks / Financial Institutions to be submitted

❖ Details of the Banker:

❖ 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: : _____

III. Details about Litigations (related to Redevelopment projects)

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

I/We, the undersigned, as the signatory authority of our organization declare that the information submitted by us is true and lawful and I / we standby for the techno-financial offer mentioned in this document for a period of 6 (six) months from the date of opening of "TENDER" document.

Signature of the Developer
(Managing Director/Partner)

Seal of organization

Name of Signatory :

Designation :

Date :

Place :

Contact : Tel No. :

Fax :

Mobile :

E-mail :

CERTIFICATE OF TENDERER'S VISIT TO THE SITE

I, _____ of _____ have visited the site of **JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LIMITED**. situated at Plot No. 357, T.P.S. No. V, Service Road, Vile Parle East, Mumbai - 400 057. 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. I am fully aware of and verified all the documents as per DCPR 2034 for redevelopment permissions on the above said property.

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/contractor for additional cost on the grounds that he is unfamiliar with the location and/or nature of the site shall 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, soil investigation, detailed Engineering and Market study for real estate etc. as may be necessary at their own costs 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 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:

19-B TECHNO-FINANCIAL OFFER FOR REDEVELOPMENT

The Developer has to fill in the following format in the following questionnaire to create a base for our consideration while working out your Techno-financial offer in this project.

Sr. No.	Question	DCPR 2034
1	Under what provision of development control regulations 2034 you intend to approve the redevelopment proposal?	
2	a) What is the FSI potential permissible on our land as per MCGM/any authority policy?	
	b) What is the FSI potential permissible on our land as per MCGM policy/ any authority policy including Compensatory Fungible FSI Component?	
2A	Time frame for incorporating the name of the Society in the Property Register Card	
3	What is the Net Plot area of our land considered by you?	
4	What is the prevailing market rate for 'Flat' at site location?	
5	What will be your construction cost per square feet Carpet Area at site location	
6.	What is the members' existing carpet area, inclusive of balcony, considered by you, on which the offer is being submitted by you?	

With reference to above mentioned construction, I/we, the undersigned, hereby offer the Techno-financial bid in detail for your redevelopment project in the following prescribed format and the conceptual plans / drawings are attached herewith:

Sr. No.	Question	Proposed Modified DCR
1	Maximum additional Internal Carpet Area in addition to existing area including Balcony that you can offer including Fungible Compensatory FSI%
2	In case members want to purchase extra Carpet Area, what discount will be offered by you?%
3	What is the monthly compensation you would offer for transit accommodation? Upfront payment is mandatory	Rs._____/sq.ft.
4	What will be the brokerage charges for Alternate transit accommodation?	_____

5	What will be the cost of relocation per member (transport / freight / packing etc.)	Rs._____
6	What is the time frame for completion of rehabilitation of all members?	
7	What is the penalty you would pay in case of delay in rehabilitation of all members? (per month to society)	
8	Hardship Compensation Fund for existing members on existing carpet area	Rs._____/ sq.ft.
	Upfront payment is mandatory	
9	How much additional amount will you pay by way of nonrefundable Hardship Compensation FUND for Society? (General Corpus)	Rs..... lump sum
	Upfront payment is mandatory	
10	What Bank amount of BANK GUARANTEE will you provide? (of Nationalized) / To what extent T D R shall be loaded and at what time	
11	How much of the balance FSI, (after offering additional Carpet Area to members and Society) do you intend to use for Sale.	Resi:.....
12	In case, if any member would like to sell his existing flat to you before / during Redevelopment, what will be the rate per sq.ft. of Carpet Area you would like to offer him / her?	Rs._____/ sq.ft.
13	Society Office	_____ Sq. Mts
14	Fitness Centre	_____ Sq. Mts
15	Present Electric Sub Station Location	
16	Green Building Provisions	
17	Other Amenities	List of amenities annexed

Note: In case any additional information, you can annex it

19-C. LIST OF SPECIFICATIONS

You are required to go through the details of the amenities & specifications mentioned below & confirm the same.

The list of Amenities is not exhaustive & you may add latest Amenities you may provide.

These specifications cover the items of work in structural and non-structural parts of the works coming under purview of this document. All work shall be carried out in conformity with this. The general provision of the Indian Standards and National Building Codes (NBC) shall be followed. These specifications are not intended to cover the minute details.

Mentioned Amenities & Specifications are negotiable at upward side only.

The work shall be executed in accordance with best modern practice. All codes and standards referred to in these specifications shall cover latest revision thereof.

Developer shall prepare One sample Flat in his Sale Area with all amenities for existing members and get it approved by the Society & then proceed with finishing of all existing members flats.

1. The plan of the flats shall be as per the basic Vastushastra as far as possible.
2. The floor to ceiling height should be 3.10 m top to top.
3. The structure will be designed as per the IS codes of practices for dead load, live load, earthquake load, wind load as per IS codes of practice i.e. IS – 456 and IS – 1893 etc.
4. Soil Investigation will be carried out at site with sufficient number of bore holes to ascertain the safe bearing capacity of the soil or the depth of pile foundation and the rock socketing length as per the IS code of practice to define the soil system. The foundation system will be pile / raft / open foundation depending on Soil Investigation Report. If Pile foundation is with drilled cast-in-situ pile in RCC mix design as per the Structural Consultant's Report, then the grade of concrete will be of Birla Coastal or ACC Suraksha Cement for the same. Use of Fly Ash for Concreting for entire project to be done. The admixtures for curing and corrosion inhibitors will be added during execution of the work. The Developer should bear the expenses towards the Shore Piling & Boundary Piling if required as per RCC Consultant in case of open Foundation.
5. The foundation work (Pile Caps etc.) shall be carried out in RCC mix design as per Structural Consultant report as per the revised IS code of practice. The admixtures for curing & corrosion inhibitors will be added during the execution of the work.
6. For R.C.C. work 53 grade of cement shall be use of approved brand viz. L & T, Ambuja, Birla Super. And for foundation work S.R.C. of ACC Suraksha shall be used as recommended by soil experts. For other civil works viz. plastering masonry work etc. 43 grade of cement shall be used of ACC, Birla, Ambuja, Ultratech brands. The Plinth level and approaches should be kept well above H.F.L.
7. The super structure will be constructed in RCC mix design as per Structural Consultant report with mix design carried out at every stage of work with CRS 500 grade of reinforcement bars for the same.

8. Anti-Termite wood borer treatment will be done before commencement of any construction work on the plot. Post Construction Anti-Termite treatment for building shall be provided.
9. The external masonry work will be carried out in 9" thick brick masonry work and internal walls in 6" thick brick masonry / Light weight Blocks work in 1:4 cement mortar OR Autoclave Aerated Concrete Blocks (AAC) of reputed make i.e. Birla, Ultratech or equivalent make as per required specifications.
10. External plaster will be average 25 mm thick with sand faced finish in two coats with 1:4 proportion for first coat of average thickness 15 mm & second coat to be 1:3 mortar mix. For both the coats of plaster water proofing chemical of Roff construction chemical viz. plaster master & or hyproof shall be added as recommended by the manufacturers. At the junction of the R.C.C. members and masonry work polymer slurry shall be filling up with application of chicken mesh so as to avoid the development of cracks at the junction in future.
11. Internal plaster will be 15 mm thick sand finish plaster in single coat in 1:3 cm proportion with P.O.P. punning including ceiling. No Gypsum shall be provided at any cost as replacement to internal sand plaster.
12. For the terrace waterproofing work shall be carried out for the entire area with the staircase cabin in three layers viz. first chemical coating over the slab surface of Roff chemicals slurry then old seasoned brick bats shall be laid to proper slopes of average 4" thickness in 1:4 cm and over the same I.P.S. shall be laid in 1:4 cm of 1" average thickness as mentioned in the technical specifications with anti-skid non-glazed ceramic tiles laid over the same in 1:4 cm and terrace laid to proper slops. During every stage ponding test shall be carried out to test the water proofing treatment. Water proofing chemicals of Roff shall be added during the execution of the treatment as recommended by the manufacturer.
13. The drainage (6" dia) and waste water (6" dia) and rain water (6" dia) & vent pipe (2.5" dia) lines shall be in ultra violet rays resisting P.V.C. pipes of Supreme or Prince or Astral make and the last length shall be in C.I. pipes of Neco make as per the IS standards mounted to external walls on brackets.
14. All plumbing of water line pipes shall be in 'CPVC' Astral make – SDR II reputed make as per the telescopic line design given by the consultant and care shall be taken while rerouting the line that uniform flow of water is achieved and on the terrace the lines are routed without disturbing the movement.
15. The flooring in hall, passage, dining + kitchen and bed room area will be in Vitrified tile of 1st class quality of 2' X 2' laid to proper line and level as per the instructions of the architect in 1:4 cement mortar with matt finish for the same and skirting shall be provided for the same of 4" height in neat cement float in flush with the wall.
16. The kitchen platform will be in L-shape / parallel with main platform of width 2'3" and service platform of 1'6" width in best Granite with Marble sandwich type of construction for the same and the sink will be of Double Sink Nirali stainless steel 40" X 20" size & glazed ceramic tiles above the kitchen platform of best quality make up to full height above the floor level.

17. All Western or Anglo-Indian WC, Toilet (Bath + W.C. combined) to be provided with all fixtures & fittings. One exhaust point with exhaust fan shall be provided in each toilet. One WashBasin be provided outside the guest toilet and provision shall be made in plan to accommodate washing machine.

18. Electrifications (3-phase) with all fixtures & fittings: Concealed electric fittings will be provided with main circuit in 7/20 copper wire and other in 3/20 copper wire and other in 3/20 copper wire of Polycab FRLS make and the fittings will be of LeGrande / Crabtree / CPL type. MCB & ELCB to be provided for each flat. Electrical circuits to be separate for all rooms. Entire electrification work shall be done under supervision of Electrical consultant & to the entire satisfaction of the Electrical inspector. For the various area the electrical points will be provided as per the layout prepared by the architect and the same shall be approximately as follows:-

HALL : 8 Nos. of light points and 5 Nos. of 15 amp points and 2 nos. of telephone points and one cable TV point. 1 no. of intercom point connected with the security cabin / main entrance area. 1 Fan point & 1 AC point.

KITCHEN : 4 nos. of light points, 1 no. of fan point, 3 nos of 15Amp point for Chimney, Microwave & OTG., 5 Amp point for Acquaquad, 4 nos. of 5 Amp points and 1 exhaust fan point.

BEDROOMS : 8 nos. of light points, and 3 nos. of 15 amp points and 2 nos. of telephone points and 1 cable TV point. 1 no. of intercom point connected with the security cabin / main entrance area. Also Internet provision to be done 1 fan point & 1 AC point.

TOILET : 2 nos. of light, 1 no. of exhaust fan point and 1 no. of 15 amp geyser point, 1 no. of 5 Amp plug point.

PASSAGE : 1 no. of light point & for the wash basin area 1 no. light point and 15 amp point for all the flats. ELCB and MCB of Datar / Indo kupp / Siemens shall be provided as per the requirement of the Electrical consultant / Reliance Infra so as to avoid short circuit etc.

*Proper earthing should be provided as per electrical inspector's requirements.

18. All concealed plumbing work inside the flat shall be in 'CPVC' Astral make-SDR II reputed make as per the IS code of practice and with hot and cold three in one mixer of "Jaquar" make or arc co. & Geyser / Boiler of reputed make 5 /15 liters in bathroom and with wash basin etc. of Hindustan make with bottled trap, angle cock, pillar cock, stop valve of Jaquar make etc. complete. The necessary accessories viz. towel rod. For the wash basin area one P.V.C. moulded cabinet with mirror will be provided.

19. For the kitchen area 1 no. of kitchen sink tap of "Jaquar" make will be provided with the necessary fittings and 1 no. of Aqua Guard and exhaust fan will be provided for kitchen area. Connection to Gas Geyser shall also be provided.

20. The Toilets /WC will be provided with European / Anglo Indian type Wall mounted WC with approved colour with concealed flush tank complete with "Jaquar" make bib cock, angle cock, stop cock etc. complete for the same.
21. Anti-skid Ceramic tiles to be provided for flooring in toilets / WC Glazed Ceramic Tiles to be provided up to full height (up to loft / full height) in bathrooms and toilets of reputed make. The same tiles will be provided in the passage area near the wash basin up to a height of 7' above the floor level. Counter in granite shall be provided for the wash basin area with molding etc. complete.
22. The windows will be anodized aluminum sliding windows with one-way glass of 10/12 mm thickness of approved make of heavy gauge made from extruded aluminum of alloys Jindal make ¾" Section 18 gauged 5 tracked with 3 mosquito net with granite framing for the same in double patti. All the aluminum windows for Hall, Bedrooms & Kitchen will be French windows. For toilet and bath louvers shall be provided of size 1'6 X 2' pivot type size shall be provided with granite framing for the same for exhaust duct.
23. The main door frame shall be in C.P. Teak wood of size 7' X 3.5' opening size and door frames 6" X 4" section of other habitable woods shall be 4" X 3" size in C.P. Teak wood. The door frame for the toilet and bathroom will be in granite in double patti with moulding etc. complete for the same. Bed room & Kitchen door frame shall be in C.P. Teak wood of 6.5' X 3' opening size and 4" X 3" section.
24. The doors for hall shall be paneled door of approved design and finish in C.P. Teak Wood with brass fitting and Godrej night latch etc. complete with lock and key arrangement for the same and the bedrooms & kitchen same shall be flush doors with Laminate finish of 1 mm thick on both the side with brass fittings for the same. Each flat shall be provided with safely door with Laminate finish panels and stainless steel rods. Name plate to be provided.
25. For toilet and bathroom, water proof / Marine Flush doors shall be provided with fittings etc. complete.
26. The external painting work will be in two coats of 100% Acrylic paint of entire area in approved colours and shade.
27. The internal area viz. walls & ceiling will be finished with P.O.P. in proper line and level and the internal painting will be carried out in Velvet finish paint over the coat of primer of Burger or Asian make.
28. For the open spaces at ground floor level paver tiles flooring of approved make tiles shall be provided for the entire area with rubble soling of 9" thickness for the same and the work shall be carried out to proper slopes to drain out the storm water in efficient way.
29. One / Two nos. of M.S. Grill gates with wicket gates shall be provided of approved design & quality with R.C.C. columns for the same in RCC mix design as per Structural Consultant report of size 12" X 12" with footings etc. complete of height 12' with plastering and granite stone cladding for the same. The gates shall be of size 15' X 7'.

30. For the compound gate columns two nos. of light points shall be provided with lamp shed of approved design over the same. All around the buildings premises 20 nos. electrical tube fittings (water-proof) shall be provided with cable wiring for the same.
31. The underground & overhead water storage tank shall be provided in R.C.C. in RCC mix design as per Structural Consultant's report and the capacity of the tanking shall be as per the MCGM rules and regulations. Tiles to be provided on all inner sides & bottom also for all water storage tanks. Provision for separate Tanker water storage tank to be done. Pump with additional standby pump of reputed make & superior quality to be provided for each water storage tanks. Provision to ensure water supply for 24 hours shall be done.
32. The compound wall shall be constructed all around the periphery in 9" thick brick work of 5' height in 1:4 cm. as per the approved design and drawings with 18" thick rubble wall as base for same carried 2' below the ground level with P.C.C. of 4" thick in 1:3:6 with rubble soling for the rubble wall. The compound wall shall be provided with two coats of plaster from both the sides in approved design in 1:4 cm. Designer grill to be provided above compound wall all along the periphery.
33. The entrance lobby shall be provided with granite for the wall cladding in approved design & make up to 1st floor level and flooring shall be granite flooring.
34. For the staircase area granite stone flooring shall be provided for the trade, risers & main landing area approved marble stone shall be used and the skirting shall be of 4" thickness for the same.
35. The entrance area will be illuminated with five nos. of decorative electric fittings as per design and approved by Structural Consultant. Provision for AC to be done.
36. Garden area will be developed within the surrounding open spaces and six nos. of benches shall be provided for seating purpose and one no. of swing and one no. of slide shall be provided for the children's play activity.
37. Atleast 3 nos. fully automatic lifts (atleast One Stretcher lift) having minimum capacity and nos. as per PWD requirement of approved design model or as per the requirements will be provided of Schindler, Mitsubishi or Otis or Kone make with the necessary arrangement i.e. indicators on each floor with the arrangement for the lift coming against landing gate in case of power failure and all other standard amenities. Lifts to be with Automatic Rescue device.
38. Society office and Fitness Centre area as approvable to maximum extent by MCGM shall be provided with Vitrified tiles flooring and two nos. of windows of 6' X 4' size and flush door etc. complete. The necessary office & fitness furniture viz. one no. of administrative cabinet, one no. of table of size 6' X 2'6" and ten nos. of chairs of Neel Kamal make will be provided. Two nos. of tube lights and two nos. of fan will be provided. The Society office will be provided with attached toilet with wash basin etc. complete with the amenities as mentioned in Item 17, 19 & 20. Provision for AC to be done.
39. Decorative watchman cabin (Entry & Exit) of 5' X 5' size in 9" thick brick work and with R.C.C. slab will be provided with one no. of light point, one fan point and one no. of tube light point with fittings & fixtures. The flooring for the same will be in Vitrified tiles.

40. Intercom Security system shall be provided for each flat.
41. MTNL / MGL connection will be provided for the entire building.
42. P.V.C. cabinet of size 600 mm X 900 mm shall be provided in Bathrooms / Toilets & P.V.C. cabinet of size 400 mm X 500 mm shall be provided over wash hand basin.
43. French windows shall be provided in Living room, Bedrooms & Kitchens. Including Builtin Additional Track For Mosquito shutters
44. New Bore-well along with submersible pump to be provided in Society premises. Connection to be made to Water tank for flushing purposes. One additional water tap connection to be provided in Kitchen for all flats in event of emergency. Percolation pits to be provided in the Society premises for maintaining ground water table.
45. Rain Water Harvesting Tank to be provided in Society premises.
46. Grills in M.S. to be provided for windows of all rooms & toilets (Design to be finalized by mutual consent of the society and developer).
47. Servants Toilet fully complete with the amenities as mentioned in Item 18, 19 & 20 to be provided on every mid-landing of Staircase block.
48. Provision of Letter-boxes with flat nos. and name plate to be done at entrance level of each wing for all flats in the Society.
49. Compliances of Fire-fighting measures as per MCGM & CFO norms to be done.
50. Back-up Generator to be provided for Lifts & Common area lighting including Staircase & Lobby in event of Power (electricity) failure.
51. Developer to provide Typical Lightning Arresters (when a lightning strike, the current is to be diverted down around the protected insulation to earth) on the Terrace at his own cost & expenses.
52. CCTV Security system to be provided with Camera locations as entrance lobby, entry & exit to compound, all-round the building at corners overlooking open space in compound and also in All Elevators
53. Under Ground water tanks shall be provided with Submersible Pumps with adequate capacity and automatic control device.
54. Fitness Centre of maximum approvable area shall be provided with necessary fittings, equipment & accessories.
55. Name board with special design shall be provided at entrance lobby.

LIST OF APPROVED MATERIALS

Sr. No.	Material	Approved Brands
1	Cement O.P.C. grade 43 / 53	ACC, Gujarat Ambuja, L & T, Birla
2	Bricks / Light Weight Blocks	Ordinary clay bricks of any brand confirming to I.S. 1077 minimum crushing strength 35 kg/sq.cm. Water absorption allowed 25% for bricks used in paneled walls. 20% for bricks used in load carrying.

		Autoclave Aerated Concrete Blocks (AAC) of reputed make i.e. Birla, Ultratech, ACC, Arion.
3	Water proofing compound	Dr.FIXIT ;Impermo, Cicco, Roff, Sunanda Chemical, Scott No.1
4	A.C. Sheets	Everest, Amco, Charminar
5	White-Cement	ACC, JK White, Birla
6	C.I. Pipes	'Neco' confirming to ISI standard
7	P.V.C. pipes	'Supreme', 'Prince' confirming to IS 13592 & ISI and weight of pipes shall be 6 kg/sq.cm.
8	A.C. pipes	Everest, Himalaya, Swastik
9	External Water Proof 100%Acrylic paint of 110 DFT	Asian Paint, Jotun, Apex Utima, Nerolac
10	Concrete additives: Polymers WP Compound Repair mortar Plasticizers Epoxy	DR.FIXIT LW + Roff, Sunanda Roff, Sunanda Roff, Sunanda Roff, Sunanda Ciba, Choksy
11	Sand	Sand shall be river sand with Silt content less than 3% by volume
12	Water	Potable water free from organic or any other deleterious substances.
13	CPVC pipes	Astral make-SDR II
14	Ceramic tiles	H & R Johnson Nitco / Euro Tiles
15	Vitrified Tiles / Glazed Tiles	H & R Johnson Nitco / Euro Tiles
16	C.P. fittings	Jaguar / Hansgrohe
17	Sanitary ware	Hindware / Parryware / Kohler
18	Paver Tiles	Nitco
19	Pumps	Kirloskar
20	Electrical Wires	Polycab / Finolex / R.R
21	Electrical Cables	Polycab / Finolex
22	Electrical Switches	Legrende /Crabtree / Havels
23	G.I. pipes	Tata /

Document enclosed:

- 1) P. R. Card.
- 2) List of Existing Member Names and Carpet area.
- 3) D. P. Remark.
- 4) CTS plan.
- 5) Existing Approved Plans Sanctioned by MCGM.

19-D LETTER TO THE SOCIETY ON THE DEVELOPER'S LETTERHEAD

To,

The Hon. Secretary / Chairperson,

JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LTD.

Sub: Redevelopment of JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LTD.

Dear Sir / Madam,

We have visited the site and have satisfied ourselves with respect to all the information required for the redevelopment of your Society. We have also examined the Tender documents, perused the general conditions, special conditions and the specifications. I/We the undersigned hereby offer to construct, execute, complete and maintain the whole work in conformity with the said BID Documents, General. Conditions of Contract, Special Conditions of Contract and Technical specifications and other documents as mentioned above for the offer as given herewith as may be ascertained in accordance with the said conditions of Contract. We hereby agree to all your terms and conditions contained in the BID.

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. We further undertake, confirm and agree that:

1. Until a formal Development Agreement is prepared and executed, acceptance of this Tender shall be binding on us, subject to the modifications as may be mutually agreed, and as indicated in our letter of acceptance.
2. We will keep this offer valid for a period of 180 days from the date fixed for opening of the Tender, and in default thereof, we shall be liable for the forfeiture of the "Earnest Money Deposit". We understand that the "Earnest Money Deposit" shall not carry any interest.
3. The Security Deposit shall stand forfeited without prejudice to any other rights or remedies if after a receipt of notice from the Society, we do not execute as per the Tender documents, within the time specified therein.
4. We abide, that on failure to complete the whole or part of the work within the specified time period as mentioned in the Development Agreement, or any other extended period as may be mutually agreed, we shall be liable to pay 'Liquidated Damages / Penalties' for the period of default without prejudice to the Society's other rights which includes the Society's right to terminate the Development Contract following which consequences of termination will be applicable, such as Society's

right to recover the damages and forfeit the Security Deposit, liquidation of EMDs, Security Deposits, Bank Guarantees.

5. We abide, that in the event of our failure to execute the Development Agreement or if we fail to commence the work within the prescribed time period after the issuance of letter of intent, the Society shall be entitled to determine that we have abandoned the Tender and thereafter our Tender offer shall be treated as cancelled. The Society shall forfeit the Security Deposit and other securities as may be provided to recover the damages for such default, without prejudice to any other recourse.
6. To pay the professional fees of Architect / Structural Engineer, Elevation Designer and Site Supervisor and other Consultant fees as stipulated in the bid.
7. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if, I/We do not execute the contract documents within the time specified by Society after receipt of notice issued by the Society, that such documents are not ready/ not executed or I/We do not commence the work within time specified by Society after receipt of order to that effect.
8. We abide that the Society is not bound to accept the lowest/highest or any Tenders that it receives, and that we shall not initiate any kind of action or claim against the Society for the rejection/selection of our / any Tender.

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.5,00,000/- (Rs. Five Lakhs Only) is herewith forwarded towards Interest Free Earnest Money Deposit as detailed below:

Instrument	Pay order	
Instrument No. & Date	No.	Dated
Issued By		
Drawn in favour of	JAI CHAMBERS CO-OPERATIVE PREMISES SOCIETY LTD.	
Validity	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)