# NILGIRI GARDENS CO–OPERATIVE HOUSING SOCIETY LTD.

(A co-operative housing society registered under The Maharashtra Co-operative Societies Act 1960)

**Amra Marg, Sector 24, CBD Belapur, Navi Mumbai, Maharashtra- 400614.**

Mobile No.7045045980

email: nilgirigarden97@gmail.com website: www.nilgirigardenschs.com


## BID DOCUMENT

**For**

**Proposed Redevelopment/Reconstruction of Buildings & premises of "Nilgiri Gardens Co-operative Housing Society Limited" constructed on the plot of land admeasuring 27,090.29 square meters, situated at Sector 24, Amra Marg (Uran Road), Near Ekta Vihar, CBD Belapur, Navi Mumbai 400614.**

SERIAL NO ----------

ISSUED TO ---------------------------------------

DATE ---------------------------------------------

## SECTION – 1

## NOTICE INVITING BIDS

Sealed offers in the prescribed form are invited from Developers/Builders, who are declared as qualified by the Society for Commercial Bid, for Proposed Redevelopment/Reconstruction of the existing buildings/premises of Nilgiri Gardens Co-Op Housing Society Limited, Plot No. NA 1, Sector 24 , CBD Belapur, Navi Mumbai, Maharashtra-400614 by demolishing the existing structures and reconstructing new building(s) utilizing all development potential lawfully available to the Society and/or the Project, including (i) the potential FSI of the plot, (ii)Premium FSI available for the Society Plot, (iii) Ancillary FSI on payment of premium, a n d (iv) by procuring and loading any FSI and/or TDR and/or any other development potential as available and/ or applicable to the plot of land under the UDCPR or any other applicable law or regulations or guidelines, as may be lawfully permissible from time to time and subject to the approvals of the competent authorities.

The redevelopment shall be undertaken with the primary objective of protecting and securing the legal, financial, residential, rehabilitation and other rights and interests of the Society and its Members and ensuring that the Members receive their full entitlements, including the agreed rehabilitation premises, amenities, parking, temporary accommodation/displacement compensation and all other benefits agreed under the Tender Documents and the definitive Development Agreement.

The Developer shall have no right, title, interest, ownership, possession, lien, charge, mortgage, encumbrance or other third-party right whatsoever over the Society's land, existing buildings, rehabilitation component, Members' existing or new premises, Society's common areas, amenities, open spaces, parking earmarked for Members, Society office or any other property or premises belonging to or reserved for the Society and/or its Members.

The Developer shall also have no right to assign, transfer, novate, sub-develop, part with possession of or otherwise create any third-party interest in the development rights granted to it under the Project, or to create any joint venture, partnership or similar arrangement in respect of such development rights, without the prior written consent of the Society and subject to such conditions as may be stipulated by the Society.

For avoidance of doubt, the submission of a Bid, acceptance of a Bid or issuance of a Letter of Intent shall not, by itself, confer or vest any right, title, interest, possession, development right, license, charge, lien or encumbrance in favour of the successful Bidder/Developer in or over the Society's property or any part thereof. Such rights, if any, shall arise only in accordance with the definitive Development Agreement duly executed and registered between the Society and the selected Developer and upon fulfilment of the conditions precedent stipulated therein.

The Developer shall be solely responsible, at its own cost and risk, for getting Society’s title perfect and obtaining all approvals, permissions, sanctions, NOCs, FSI/TDR/premium FSI and other development permissions required for implementation of the Project, to the extent attributable to the Developer under the Tender Documents and the Development Agreement.

| SR. No. | PARTICULARS | DESCRIPTION |
|---|---|---|
| 1. | Name of Project | Redevelopment/Reconstruction of the existing buildings and premises of Nilgiri Gardens Co-Op Housing Society Limited, Plot No. NA 1, Sector 24, CBD Belapur, Navi Mumbai, Maharashtra- 400614 (Having Plot area – 27,090.29 square meters, comprising 519 Flats, 10 Bungalows and 17 Shops), together with all appurtenant rights and development potential lawfully available in respect thereof. |
| 2. | Cost of Tender Document | Rs.1,00,000/- (Rupees One Lakh Only) in the form of Demand Draft/ Pay Order in favor of "Nilgiri Gardens Co-Operative Housing Society Limited". The cost of Tender is non-refundable. |
| 3. | Amount of Earnest Money Deposit (EMD)/ Bid Security | Rs. 1 Crore (Rupees one crore only), in the form of Demand Draft or Pay Order in favour of "Nilgiri Gardens Co-Op Housing Society Limited". The EMD of unsuccessful bidder shall be returned to them on issuance of LOI to the successful Bidder. The amount of EMD shall not bear any interest. The EMD of the successful Bidder shall be dealt with in accordance with the provisions of this Tender Documents. |
| 4. | Amount of -Security Deposit (50% on LOI and 50% on signing of Development Agreement (DA) | Rs 20 Crore (Rupees Twenty Crores only) in total in the form of Demand Draft/ Pay Order in favour of "Nilgiri Gardens CHSL". The Security Deposit shall not bear any interest and shall constitute continuing security for due and faithful performance by the Developer of its obligations under the Tender Documents and the Development Agreement. The Security Deposit shall not be released merely upon completion of construction or obtaining the Occupation Certificate and shall be released only in accordance with the release mechanism expressly stipulated in the final Development Agreement, after due and complete performance by the Developer of all its obligations, including the applicable Defect Liability Period, warranty obligations and rectification of all outstanding defects, claims and liabilities. The Society shall be entitled to retain such portion of the Security Deposit as may reasonably be required against any outstanding obligation, claim, defect, liability or default of the Developer. |
| 5. | Amount of Performance Bank Guarantee (PBG) at the time of signing the DA. | Rs. 700 Crores (Rupees Seven Hundred Crores only) in the form of Bank Guarantee. The PBG shall be submitted at the time of signing the DA. The PBG should only be released after the developer fully performs all his obligations specified in this Tender Document as well as Development Agreement to be executed between the Society and the Developer. |

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| 6. | Period of Sale of Bid | From 21st September 2026 to 12th October 2026<br>between 10.30 A.M to 5.30 P.M. in the Society Office on working days (Friday is weekly Holiday) |
| 7. | Last date for raising queries in the Bid Documents | 12th November 2026 upto 5.30 pm.<br><br>Only written query shall be accepted. |
| 7. | Date of Pre-Bid Meeting | On 15th November 2026 in the Society Premises at 2:30PM. |
| 8. | Last date of receipt of Bid Document | 19th December 2026 up to 5.30 P.M. |
| 9. | Opening of Bids | On 20th December 2026 in the Society Premises at 11:30AM. |

Notes:

1. The representatives of applying Developers/ Bidders will have to be present during the opening of Bids with proper authorization by the Company by way of a board resolution, authority letter or such other valid authorization as may be acceptable to the Society.
2. Bidders shall raise all their queries, clarifications and requests for interpretation in writing to the society relating to the Tender Document and/or the commercial, technical and contractual terms of the Bid . No oral clarification or representation made by any office bearer, committee member, consultant, representative or employee of the Society shall be binding upon the Society unless the same is subsequently confirmed in writing by the Society through an authorised written clarification/addendum/corrigendum issued to all Bidders. All clarifications, addenda and corrigenda issued by the Society shall form an integral part of the Tender Document and shall be binding upon all Bidders.

3. The Society reserves the absolute right, in accordance with applicable law and the terms of this Tender Document, to accept or reject any Bid, including the highest financial Bid, to reject all Bids, to seek clarifications or revised/final offers, to negotiate with one or more Bidders, to cancel the tender process or to invite fresh Bids, without any liability to any Bidder and without any Bidder acquiring any right or claim merely by virtue of having submitted a Bid or having submitted the highest financial offer.
4. Each Bidder shall ensure that its Bid is complete, unconditional and capable of being incorporated into the definitive Development Agreement. Any qualification, assumption, condition, exclusion, deviation or reservation contained in the Bid or in any accompanying document which has not been expressly accepted in writing by the Society shall be deemed withdrawn and shall not bind the Society. The successful Bidder shall not, at any subsequent stage, claim any additional consideration, compensation, escalation, reimbursement or modification of its obligations on the basis of any such undisclosed or unaccepted qualification, assumption, exclusion or reservation.

5. Each Bidder shall be deemed to have independently inspected and investigated the Project, the Society's property and its title over the land, existing buildings and premises and all relevant legal, technical, planning, financial, regulatory and site conditions before

submitting its Bid. The successful Developer shall not be entitled to claim any additional consideration, compensation, reimbursement, escalation or extension of time on account of any matter which was or ought reasonably to have been identified through such due diligence, except to the extent expressly provided in the definitive Development Agreement.

6. Nothing contained in this Tender Document shall prejudice, diminish, waive, extinguish or adversely affect any existing or future right, title, interest, entitlement, claim or benefit of the Society or any of its Members. In the event of any ambiguity or inconsistency in the Tender Documents, the provision which better protects the rights and entitlements of the Society and its Members shall, subject to applicable law and the definitive Development Agreement, prevail until the inconsistency is expressly resolved in writing by the Society.

7. Each Bidder shall bear its own costs and expenses incurred in connection with obtaining the Tender Documents, conducting due diligence, attending meetings/site visits, preparing and submitting its Bid, participating in discussions or negotiations and complying with the Tender process. The Society shall not be liable for any such costs or expenses, irrespective of the outcome of the Tender process.

Place: -Belapur, Navi Mumbai

Date: -20th September 2026

For Nilgiri Gardens CHS Ltd.

(Janardhan Deshmukh)
Honorary Secretary

## SECTION – 2
## INFORMATION AND INSTRUCTIONS TO BIDDERS

### 2.1 GENERAL INFORMATION

The information contained in this Section is provided to assist prospective Bidders in understanding the Project, the Tender process and the requirements of the Society. Each Bidder shall independently verify all information, particulars, measurements, development potential, statutory requirements and other matters relevant to the Project before submitting its Bid.

No information contained in the Tender Documents shall be construed as a representation, warranty or assurance by the Society regarding the availability or utilisation of any particular FSI, TDR, premium FSI, ancillary FSI, additional FSI, development potential, approval, permission, concession or benefit, except to the extent expressly stated as a contractual entitlement in the Tender Documents.

### 2.2 PROJECT INFORMATION

The Project comprises redevelopment/reconstruction of the existing buildings and premises of Nilgiri Gardens Co-operative Housing Society Limited situated at Plot No. NA-1, Sector 24, CBD Belapur, Navi Mumbai, Maharashtra – 400614, admeasuring approximately 27,090.29 square metres, together with the existing residential, bungalow and commercial premises forming part of the Society's property.

Detailed particulars of the existing buildings, premises, Members, existing area statements, development parameters, FSI potential, rehabilitation requirements, common facilities, amenities and other Project requirements are set out in Section 6 and the applicable Exhibits and Annexures forming part of the Tender Documents.

### 2.3 DOCUMENTS AND INFORMATION MADE AVAILABLE

The Society may make available to Bidders such documents and information as it considers appropriate for the purpose of enabling Bidders to conduct their due diligence and prepare their Bids, including, where available, title documents, existing plans, area statements, development-related documents, statutory permissions/NOCs, previous redevelopment-related documents, Society records relevant to the Project and other information considered relevant by the Society.

The availability of any such document or information shall not constitute a representation, warranty or certification by the Society as to its accuracy, completeness, sufficiency, validity, enforceability or continuing applicability, and each Bidder shall independently verify the same.

### 2.4 SITE INSPECTION AND DUE DILIGENCE

Each Bidder shall, at its own cost and responsibility, inspect and examine the Society's property, existing buildings, premises, access, surrounding areas, site conditions, existing structures and such other physical conditions as may be relevant to the Project.

The Bidder shall satisfy itself regarding title of the society over the land, all physical, technical, legal, planning, development, commercial, financial and regulatory aspects of the Project before submitting its Bid.

No Bidder shall be entitled to raise any claim against the Society on the ground that any site condition, existing structure, access condition, physical circumstance or other matter was not expressly disclosed in the Tender Documents, to the extent such matter could reasonably have been identified through proper inspection and due diligence.

2.5 PRE-BID MEETING

The Society shall conduct a Pre-Bid Meeting on the date, time and venue specified in the Data Sheet. The purpose of the Pre-Bid Meeting shall be to provide prospective Bidders with an opportunity to seek clarification regarding the Tender Documents and the Project requirements.

Bidders may submit written queries within the period specified in the Data Sheet and may also raise relevant queries during the Pre-Bid Meeting.

The Society shall have the discretion to consider and respond to such queries and may, where considered necessary, issue written clarifications, addenda or corrigenda to the Tender Documents.

No oral statement, clarification, assurance, representation or response given during the Pre-Bid Meeting shall amend, modify, waive or otherwise vary the Tender Documents unless the same is subsequently confirmed in writing by the Society through a duly issued clarification, addendum or corrigendum.

2.6 CLARIFICATIONS, ADDENDA AND CORRIGENDA

The Society may, at its discretion and at any time prior to the Bid Submission Deadline, issue written clarifications, addenda or corrigenda to the Tender Documents. Any such clarification, addendum or corrigendum issued by the Society shall form part of the Tender Documents and shall be binding on all Bidders.

Where any clarification, addendum or corrigendum materially affects the preparation or commercial terms of the Bid, the Society may, at its discretion, extend the Bid Submission Deadline to provide Bidders with reasonable additional time to consider and incorporate such clarification, addendum or corrigendum into their Bids.

Each Bidder shall be responsible for regularly checking and taking into account all clarifications, addenda and corrigenda issued by the Society before submission of its Bid.

2.7 MODIFICATION OF TENDER DOCUMENTS

The Society reserves the right, at any time prior to the Bid Submission Deadline, to amend, modify, supplement, clarify or otherwise revise any part of the Tender Documents, including the Project requirements, commercial terms, technical requirements, timelines, forms, schedules, specifications and other conditions, by issuance of a written addendum or corrigendum.

No such amendment shall be effective unless issued in writing by or on behalf of the Society in accordance with the Tender Documents.

**2.8 INSTRUCTION TO BIDDERS**

## 1. GENERAL

A. The information given in this Bid Document is given in good faith and is meant only as guidelines. However, it is responsibility of the Bidder to independently ascertain, procure and verify the information regarding the Society and its buildings and plot area prior to submission of the Tender Bid. The Society/ PMC shall not entertain/accept any objection, excuse, justification, etc. before submitting the tender and Bidder must visit the site of work at their own expense and familiarize themselves with all the site conditions, geotechnical properties, approaches, availability of materials, camping facilities etc., which may affect the work. For this visit the Bidder may contact the Project Management Consultant. The Bidder shall also independently undertake all necessary legal, technical, financial, planning, regulatory, title of the society, development potential and site due diligence prior to submission of its Bid and shall satisfy itself regarding all matters which may affect the feasibility, cost, design, execution, completion and handover of the Project. The Bidder shall be deemed to have considered all information reasonably ascertainable through such due diligence while submitting its Bid. Except as expressly provided in the Development Agreement, the Developer shall not subsequently claim any additional consideration, compensation, reimbursement, escalation or extension of time on account of any matter which was or ought reasonably to have been identified through such due diligence.

B. All necessary access road/s will have to be made and maintained by the Developer at their own cost till the Redevelopment process is completed in all respect. The other agencies employed by the Developer may use the access road/s and the Developer shall not claim any money or compensation or object to such use of access road/s.

The developers must fully satisfy themselves with the details/ information as provided here along with the Bid Document as regards the title of the property, plot layout, the ownership / title status, present occupation, the existing layout of the building, the conditions of the buildings, the ground realities as regards the various structures and must ascertain these details either from the CIDCO or NMMC departments as the case may be. The Society shall not pay or repay or reimburse any costs, charges and expenses incurred by the Bidder in relation to any search made/ information gathered over and above those enclosed with the Bid Document. The Developer shall not, on account of such independent due diligence, raise any claim against the Society for reimbursement of such costs or for any increase in its commercial offer.

The Bid document/ form is not transferable and not assignable. The Bidder shall not transfer, assign, novate or otherwise deal with its Bid or any rights arising therefrom without the prior written consent of the Society.

## 2. BID

A. Bid shall be submitted in the prescribed format and manner complete in all respects without keeping any column/ information blank. Each page of the tender document as well as annexure required is to be signed and sealed by the authorized person of the Bidder supported by necessary Power of Attorney/ Resolution or any other comparable document of authorization. Any Bid with any of the accompanying documents not so signed and/or not supported by necessary document of authorization shall be liable to be rejected or shall not considered at all by the Society. No alterations, additions or erasures in the tender document are permitted and shall cause such tenders liable for rejection at the Society's discretion. The Bidder shall ensure that its Bid is complete, unconditional and capable of being incorporated into the definitive Development Agreement. Any qualification, assumption, reservation, exclusion, deviation or condition contained anywhere in the Bid or its accompanying documents shall be specifically identified in the prescribed deviation statement. Any such qualification, assumption, reservation, exclusion, deviation or condition which is not expressly accepted in writing by the Society shall be deemed to be withdrawn and shall have no force or effect against the Society.

B. Bid form must be filled in English. Erasures and Alterations made, if any, while filling the Bid must be initialed by the authorized person of the bidder, and all entries must be made by hand and written in ink.

C. In case the Bid Application shall be signed by a person duly authorized by the Board of Directors by its resolution above his full typewritten name and current address shall have to be provided. The applicant shall provide certified true copy of board resolution authorizing a person to sign the application. The Society shall be entitled to require such further corporate authorizations, constitutional documents, beneficial ownership details or other documents as may be necessary to establish the authority and capacity of the Bidder and its authorized signatory.

D. If it is found that two or more persons who are connected with one another either financially, or as Principal and Agent or Master and Servant (or connected in any manner or is/are directly or indirectly controlling, controlled by, or under direct or indirect common control with any party/person by way of composition of a majority of the Board of Directors of the Party or Partners by virtue of voting rights/shares or having beneficial interest therein) (hereinafter referred to as "Related Parties") have submitted the tender under different names for the Redevelopment, without disclosing their interest/connections, then such tenders are liable to be rejected, even if found to be qualified on other parameters. Any contract entered under such subterfuge or disguise shall also be liable to be cancelled at any time during the operating period of the contract. In such case the Bank Guarantee shall be invoked and EMD, Security Deposit, or any other money reimbursable to the developer as the case may be, shall stand **forfeited** and the appointment or acceptance of such offer shall be terminated and revoked. The Bidders are required to give complete list/details of all such related entities sister companies / sister concerns that is/are connected in any manner as stated hereinabove.

E. The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Society will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process. The bid document cost is non-refundable.

F. Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of Bid opening. In exceptional circumstances, prior to expiry of the original Bid validity period, the Society may request the Developers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. During the Bid Validity Period, the Bidder shall not withdraw, revoke, modify or otherwise alter its Bid. Any withdrawal or material modification in breach of this provision shall entitle the Society to forfeit the EMD, without prejudice to its other rights and remedies.

G. If any bidder requires any clarifications on any aspect of this bid document, he shall bring those queries in writing to the Society at least 7 days before the date of Pre- Bid meeting. The queries so raised shall be well referred to existing provisions in the Bid-document for quick understanding. No Bidder shall be entitled to rely upon any oral clarification, statement, representation or assurance. Only written clarifications, addenda or corrigenda issued by the Society shall be binding and shall form part of the Tender Documents.

H. Pre-bid meeting shall be held in the Society Premises at the time and date as mentioned in the Tender Notice. Queries raised by bidders in writing beforehand shall be discussed and clarified as far as possible in the meeting. However, all clarifications and any amendment that may be required, in outcome of the discussion in pre-bid meeting, shall be provided to all bidders well before the last date of submission of Bid. While submission of bid, bidders are required to submit the clarification & amendment so issued, duly signed by the bidder as acknowledgement of receipt of these and taking it's effect in their bid. Any clarification, amendment, modification or corrigendum issued by the Society shall form an integral part of the Tender Documents and shall be binding upon all Bidders.

## 3. SUBMISSION OF BID

**A.** The bid document duly signed on each page along with the earnest money, amendment/ clarifications, if any, any other technical input that the bidder may wish to submit, shall be put in a sealed envelope super scribing "Technical Bid" for proposed Redevelopment of existing buildings of Nilgiri Gardens Co-operative HSL. The "Financial Bid" shall comprise of Financial/ commercial offer in prescribed format and kept in sealed envelope super scribed "Financial Bid" for proposed Redevelopment of existing buildings & premises of

Nilgiri Gardens Co-operative HSL. Both the Technical and Financial Bids shall be in sealed envelopes and should be kept in a third main envelope super scribed **"Bid/offer for Proposed Redevelopment/ Reconstruction of the Existing Buildings & premises known as Nilgiri Gardens Co-operative Housing Society Pvt. Ltd." and same should be submitted to the Secretary of the Society during office hours.**

Sign and stamp of Bidder

The Bid which does not fulfill any or all of the above conditions or are incomplete in any respect are liable to be summarily rejected. The Society may, at its discretion, seek clarification or additional information where the same does not materially alter or improve the Bid. No Bidder shall acquire any right to insist upon an opportunity to cure a defective or non-compliant Bid. Corrections, if made, shall be made neatly and clearly and duly authenticated/attested by one authorized person of the Company to do so, but only before submission of the bids/tenders.

The Financial Bids of the Developers shall be in the format as per **Exhibit F** annexed with this document and shall be submitted in a sealed envelope. The Financial Bid along with other submission will be opened at the joint committee of the Society as mentioned in the notice aforementioned or as intimated to the bidders by the Society. Initial financial offer of the Developer will be noted by the Managing Committee Members. After the meeting, the Society will then make detailed comparison chart of the offers & details submitted by the developers whose Bids have been opened in the said meeting. The preparation of a comparative statement shall not create any right or entitlement in favour of the Bidder offering the highest financial consideration. The Society shall be entitled to evaluate the Bid on an overall basis, including financial offer, additional carpet area, Member benefits, temporary accommodation/displacement compensation, technical capability, financial capacity, experience, construction specifications, project timelines, security package, litigation history, statutory compliance and all other factors relevant to protecting the interests of the Society and its Members.

## 4. ACCEPTANCE / REJECTION OF OFFER

A. Conditional Bid is liable to be rejected. Bidders are advised to avoid putting conditions that are at variance with the terms and conditions already stipulated in the Bid document/Tender document. Bidder should note that the Tender document submitted by them and the information / documents provided by them will form part of the Development Agreement, if their tender is accepted by the Society. Therefore, any wrong and / or misleading information / documents shall be a ground for rejection. The Bidder represents and warrants that all information, documents, statements, credentials, financial information, litigation disclosures, project details and other particulars submitted by it are true, complete and accurate in all material respects. Any material misrepresentation, concealment or submission of false or misleading information shall constitute a material breach and shall entitle the Society to reject the Bid or, if discovered subsequently, exercise its rights under the Development Agreement, including termination and invocation of applicable securities, subject to applicable law.

B. **Exclusions / Deviations**

Any deviations from or exceptions to the tender specifications, terms, conditions, data must be listed under a specific heading of deviations in a separate sheet as per bid format and must be included in the offer. Deviations mentioned at any other place(s) may be ignored by the Society. The deviations/exclusions, specified by the bidders will be examined by the Society. If necessary, the Society may request the bidder by a written notice for withdrawal of the said deviation/exclusion. In case the bidder refuses to withdraw the deviation/exclusion, the Society reserves the right to reject the bid. Society expects minimal or no deviation in the bidder's offer. The minimum number of deviations will be one of criteria of Bid evaluation. Any deviation, qualification, assumption, exclusion or reservation not expressly set out in the prescribed deviation statement and expressly accepted in writing by the Society shall be deemed to have been withdrawn and shall not be relied upon by the successful Bidder at any subsequent stage.

If the bidder submits any of its terms and conditions, it is liable for rejection, unless accepted in writing by the Society. If no deviations are mentioned in such a separate heading of deviations, the entire Tender shall be deemed to be fully accepted to the bidder. If some deviations are mentioned under the heading of deviations, then other than the deviations mentioned, the rest of the Tender Document shall be deemed to be fully acceptable to the bidder. Any deviation accepted by the Society shall be expressly recorded in writing and shall be incorporated into the Letter of Intent and/or Development Agreement. No deviation shall be deemed to have been accepted merely because the Society has not expressly rejected it.

The Bidder may in forwarding letter mention any points which he / they may wish to make clear, but Society reserves the right to reject the same if the whole/part of bid becomes conditional. Any statement, qualification or reservation contained in the forwarding letter shall be treated as part of the Bid and shall be binding upon the Bidder, but shall not bind the Society unless expressly accepted by the Society in writing.

C. **The Bid will be liable to be rejected if while submitting it:**

- Any of the pages of the Bid Documents are removed / replaced.
- All corrections and additions or pasted slips are not initialed by the bidder.
- The bid is not complete in all respects.
- The Bid contains any material misrepresentation, concealment or materially incomplete information;
- The Bidder fails to disclose related parties, beneficial ownership, litigation, insolvency proceedings, regulatory proceedings or other material information required under the Tender Documents;
- The Bidder fails to furnish the required EMD or other mandatory documents/security;
- The Bid contains an undisclosed condition, qualification or deviation;
- The Bidder fails to satisfy the eligibility criteria specified by the Society.
- All pages of the BID are not signed by the Bidder.

D. **No obligation to accept Bid**

It is clarified that this Bid document is merely an Invitation to Tender and by merely purchasing, filling and submitting this document shall not constitute any contract or agreement between the prospective bidder and the Society. The Bid shall be treated as an offer which may be rejected by the NGCHS without assigning any reason for the rejection thereof. The Society shall not be bound to accept the lowest or highest Bid or any particular Bid and shall have the right, subject to applicable law, to reject any or all Bids, cancel the tender process, invite fresh Bids, seek revised/final offers or negotiate with one or more Bidders, without any Bidder acquiring any right or claim merely by virtue of submitting a Bid. The Society's decision shall be based upon the overall interests and protection of the Society and its Members and the terms of the Tender Documents.

**4. TIME OF COMPLETION**

The time shall be the essence of the contract. The Developer shall strictly adhere to the Project duration as specified in the Bid Document. The entire project of Redevelopment of the Society buildings & premises shall be completed within the specified period as mentioned in the Bid Document. The commencement of period shall start from the date of handing over of project by the Society to the prospective Bidder. The Society, at its own discretion, shall grant extension of six (6) months for the completion project without any penalty. Any extension of time shall be granted only in accordance with the Development Agreement and shall not be available to the Developer as a matter of right. Any extension shall be limited to the period actually justified by circumstances recognized under the Development Agreement and shall not relieve the Developer from any other contractual obligation.

**4. LETTER OF INTENT**

The Authorised Representative of bidder, whose bid is intended to be accepted, shall be required to present in person at the office of the Society to receive the Letter of Intent. The Bidder shall pay security deposit for an amount and manner as mentioned in the Notice Inviting Bids within the time stipulated by the Society and in any event before or simultaneously with issuance of the Letter of Intent, as specified in the Tender Documents.

Failure to furnish the security deposit at the time of issue of Letter of Intent (LOI) shall constitute a breach of tender conditions. The Society shall forfeit the Earnest Money Deposit accompanying the Bid. The Society reserves their rights to initiate proceeding for recovery of liquidated damages caused to the Society due to default on part of Bidder to deposit Security Deposit without prejudice to the Developer being liable to make good for any further loss or damages incurred in consequence thereof by the Society and deemed withdrawal by the Developers from the Redevelopment bidding and selection process. Acceptance of the Bid and/or issuance of the Letter of Intent shall not, by itself, create or vest any right, title, interest, possession, development right, license, lien, charge or encumbrance in favour of the successful Bidder in or over the Society's property. The Letter of Intent shall be subject to fulfilment of all conditions precedent and execution and registration of the definitive Development Agreement.

**4. RETURN OF BID DOCUMENT**

The Bid document together with notice inviting the bid shall eventually form the part of the contract agreement to be entered into between the parties.

The Notice inviting Bid (Bid Document) complete with all enclosures shall be returned to the Society by every bidder to whom it is issued, irrespective of whether he wishes to submit the offer or not.

## 5. CONSTRUCTION MATERIAL

A. All construction materials and manpower required for the redevelopment/reconstruction of the Project shall be provided by Developer. All transportation, unloading at site, handling, storage after delivery shall be the sole responsibility of the Developer.

B. The Developer shall maintain a proper account of all the materials received and consumed and shall submit records and documents as directed by the Society in regard to their procurement and consumption on regular intervals/ completion of the work.

C. The Materials procured by the Developer always shall be open for inspection by the Society and PMC. The responsibility for loss, damage or theft of these materials, shall rest entirely on the Developer. These materials shall not be removed from the site by the Developer due to any reason whatsoever without the written permission of the Society in consultation with the PMC.

**6. SAFETY CODE & PROVISIONS**

Safety precautions shall be followed as per the “Safety Codes & Various Safety Provisions” whether incorporated or not in the Bid. The Developer shall be solely responsible for compliance with all applicable health, safety, labour, fire, environmental and construction safety requirements in relation to its activities and shall indemnify and keep indemnified the Society against claims, losses, penalties, liabilities and expenses arising from any breach thereof attributable to the Developer.

**7 EMD, SECURITY DEPOSIT AND THE PERFORMANCE GUARANTEE**

The Earnest Money deposit will not bear any interest to the bidder. The bidder cannot withdraw the Bid once submitted till the validity of Bid. Withdrawal of the Bid shall result in forfeiture of the EMD. The EMD shall be dealt with strictly in accordance with the provisions of the Tender Documents.

In case of any default or breach on the part of the Developer in the due and timely compliance of these presents and/or the term of appointment and/or Development Agreement, then forfeiture of the Security deposit and the Performance Guarantee submitted to the Society, shall be done as liquidated damages. The Security Deposit and Performance Bank Guarantee shall constitute separate and continuing security for due performance of the Developer's obligations and shall be capable of invocation/utilization in accordance with the Tender Documents and Development Agreement. Invocation or utilisation of any security shall be without prejudice to the Society's other rights and remedies, subject to applicable law and the terms of the Development Agreement.

**8. SITE VISIT**

The shortlisted bidders shall make arrangement for the site visit of their completed / ongoing projects of same / similar nature and size, if the Society wishes to verify.

**9. PROCESS TO BE CONFIDENTIAL**

After opening the Bids, information relating to presentation, evaluation and comparative statement etc. shall not be disclosed to other bidders or other persons, not officially concerned with the process. Canvassing in any form shall lead to disqualification of the bidder. The Bid documents are to be treated as Private and Confidential. The Bidder shall maintain confidentiality in relation to all information, documents and records relating to the Society, its Members, property and redevelopment process disclosed to it in connection with the Tender. The Bidder shall not disclose or use such information except for the purpose of preparing and implementing its Bid, without the prior written consent of the Society, except where disclosure is required by law.

**10. DEVELOPMENT AGREEMENT (DA)**

On compliance of all the terms and conditions specified herein by the selected Developer in the agreed time frame, the Society and the Developer shall enter into a Development Agreement with each other. The terms and conditions of the Development Agreement shall be in line with the present Bid Documents. The Development Agreement shall incorporate the accepted commercial offer, the Tender Documents, applicable clarifications/addenda/corrigenda and the agreed terms protecting the Society and its Members. The Society reserved its right to modify and/or rectify the terms and conditions of the Development Agreement prior to execution of the same. The Development Agreement shall be registered with the Joint Sub-Registrar, Thane-11 or any Joint Sub-Registrar having jurisdiction to register the same.

The Developer shall bear and pay Stamp Duty, Registration Fee, Government Fee and all other expenses and amounts, if any, including professional fees of Advocate, for approaching the competent authority for issuance of Certificate under 79-A and for the paid up capital of the society, to then enroll the premises acquirers forming part of the saleable premises of the Developers, post completion of the Redevelopment.

The Development Agreement shall be executed to utilize the maximum permissible FSI after taking into consideration property plot area, area for Amenities, Open Space as required by statutory authority, subject to Rules and Regulations of the Central/State Govt./ NMMC from time to time; for the Existing members “New Area”/ “Rehab Area” and the Developer’s “Sale Area”. The same shall be done at the cost of the Developer within the time specified in Time Schedule from the date of their appointment of the Developer. All plans and calculations shall ensure that the maximum lawful development potential is utilized without compromising or reducing the area, entitlements, amenities, parking, common areas or other benefits reserved for the Society and its Members.

Similarly, the appointed Developer shall have to procure the full FSI including Ancillary FSI, GRIHA Incentive with TDR being acquired and loaded thereon in the name of the Society within the stipulated period from the date of registration of the Development Agreement.

A draft Development Agreement in conformity with the tender document, the financial bid and terms and conditions of Bid shall be prepared by the society in consultation with Legal Advisor and Project Management Consultant (PMC) and forward to the appointed developer for its review, inputs and comments. Once the draft is finalized from the Society's side and approved by the Society, the Developer shall execute the same substantially in the agreed form and within the time stipulated by the Society. No amendment proposed by the Developer shall be binding unless expressly accepted in writing by the Society.

PERMANENT ALTERNATE ACCOMODATION AGREEMENT (PAAA):

The successful bidder who is selected and appointed by the Society as the Developer, post execution and registration of the Development Agreement (DA), shall have to enter into with the Society and each Existing Member, a tripartite PAAA. This shall be along with Allotment of New Flat & Parking and registering the PAAA in the office of the Sub-Registrar of Assurances, with the approved plans being annexed thereto, at the costs of the Developers, prior to the issue of Letter of Entry.

11. **ADDENDUM / CORRIGENDUM BY THE SOCIETY**

Society reserves the right to issue addendum, corrigendum, to extend the date of issue /submission of Bid or opening of Bid or changes terms or conditions in the tender or cancel the bidding process. All such addendum or corrigendum shall be issued to each Bidder and shall become a part of the original Bid document. The Bidder shall submit to the Society all such addendum or corrigendum in original as per prescribed format. Each page of the addendum or corrigendum must be signed and stamped.

**12. PROPOSAL**

The Developer shall construct, redevelop building/s, by utilizing plot potential, loading of FSI as per latest UDCPR or any other scheme applicable and the development rules & regulations, putting all infrastructure in place and handing over possession of the new area and entire plot and all new buildings to the society with full occupation certificate having been issued thereto, free of cost. All cost of the project for the entire society property Redevelopment are to be borne by the Developer including but not limited to cost of approvals, obtaining of permissible FSI/TDR/Ancillary FSI/Griha Incentive, permission from MOEF & CC and all other agencies / authorities, development costs, cost of construction, displacement compensation, hardship compensation, stamp duty, registration fees, shifting charges, brokerage, expenses and stamp duty and registration charges on execution of permanent alternate accommodation with the members, insurances, wages, premiums, T.D.S., G.S.T., capital gain, etc. along with all other amenities, specifications mentioned in this Bid document shall be borne by the Developer. The Developer, in turn shall get saleable area in the building/s after accommodating existing members of the society and the Developer shall be entitled to sell the saleable area together with parking space as per eligibility criteria of Navi Mumbai Municipal Corporation directly to the prospective buyers. The Developer's entitlement shall be strictly limited to the sale component and other rights expressly granted under the Development Agreement. The Developer shall not be entitled to earn any revenue except by way of selling the built up area of saleable units of the project together with parking space eligible for the saleable units being the Developers free sale area. All open spaces, common terrace, stilt areas, parking areas, society offices, fitness center, servant toilets, staircase and other common areas etc. shall belong to the Society alone. The Developer shall not claim ownership, exclusive possession or any independent right in respect of such common areas, amenities, open spaces or facilities except to the limited extent expressly permitted under applicable law and the Development Agreement. The Developers shall be prohibited from installation of any Mobile Towers, Hoardings, etc.. without the prior written approval of the Society and subject to applicable law. Mortgage of only the saleable premises and proportionate parking spaces, accruing to the Developers shall be permitted by the Society. Any such mortgage shall be strictly limited to the Developer's lawful sale component and shall not extend, directly or indirectly, to the Society's land, rehabilitation component, Members' premises, common areas, amenities, open spaces, Society office or any other property or rights of the Society or its Members. Any financier/lender creating such security shall be required, where stipulated by the Society, to execute an undertaking acknowledging the Society's prior rights and confirming that its security shall not prejudice the Society's or Members' rights. Any mortgage, charge or security created over the Developer's sale component shall be subject to the prior written approval of the Society and shall expressly exclude the Society's land, rehabilitation component, Members' premises, common areas, amenities, open spaces and all Society/Members' rights. The Society shall neither be a Promoter under The Real Estate Regulatory Act, 2016 and/or sign any documents, declarations or forms thereto nor shall it issue any No Objection for the mortgage of the Developers premises. Nothing contained herein shall be construed as determining or altering the statutory status of the Society under applicable law. The Developer shall be solely responsible for all RERA registrations, disclosures, compliances and obligations statutorily attributable to it. Inherent rights to sell and mortgage the saleable premises can be exercised by the Developers only to the extent legally permissible and expressly permitted under the Development Agreement, without any recourse to the Society, except intimation post dealing with the saleable premises to enable the Society to keep track of the third party rights created by the Developers for each of their saleable premises.

## 13. OBTAINING OF APPROVALS

The Developer shall obtain at his cost the necessary approvals from NMMC, CIDCO, MSEB, Mahanagar Gas Ltd, MTNL, Aviation NOC and other utility providers & statutory bodies. All permissions, approvals & No objections, expenses and other charges shall be borne by the developer. The Developer shall be responsible for obtaining and maintaining all approvals, permissions, sanctions, registrations, licences, NOCs and other statutory compliances required for the development, construction, marketing and completion of the Project, to the extent applicable to the Developer under law and/or the Development Agreement. The Developer shall provide copies of all material approvals and permissions obtained to the Society and PMC promptly upon receipt.

## 14. APPOINTMENT OF SOLICITOR / LEGAL ADVISOR

The Society proposes to engage its own Solicitor / Legal advisor, to facilitate Redevelopment. The fees payable to these experts will be borne by the Developer & paid/ reimbursed on recommendation by the Society. The Society shall have the absolute right to appoint and replace its Solicitor, Legal Advisor and other professional consultants as it considers necessary for protection of the Society and its Members.

## 15. MEMBERS NEW AREA & SALEABLE AREA LOOK ALIKE

The member's new area and the developer's free sale area shall be provided in the same building/s. The developer shall ensure that internal / external outlook, elevations, appearance, fixtures, finishes of members new area and developer's free sale area in all building/s should be the same and there shall be no exceptions to the conditions. The Developer shall not provide inferior structural quality, façade, common-area finish, lift quality, safety systems, fire systems, waterproofing, electrical systems, plumbing systems or other material specifications to the Members' premises as compared with the corresponding sale component.

Any material difference in specifications proposed by the Developer shall require the prior written approval of the Society.

## 16. PARKING

The Developer shall be bound to construct and provide, free of cost parking, in the stilt / basement / podium / constructed portions for parking for owner's vehicles as well as visitors parking, to the Society. Number of Parking & it's space for each member shall be as provided in the UDCPR and as approved by the NMMC subject to minimum one car parking per flat entitlement expressly agreed in the Tender Documents and Development Agreement. The parking entitlement of each Member shall be clearly identified and recorded in the PAAA/allotment documentation, and no parking earmarked for the Society or Members shall be sold, mortgaged, transferred or otherwise dealt with by the Developer.

## 17. DOCUMENT TO BE SUBMITTED ALONG WITH THE OFFER

The Bidders shall submit the following documents along with the offer in separate envelope:

i. Statement of utilisation of plot potential. Such statement shall include a detailed FSI/TDR/development-potential calculation, including existing FSI, permissible FSI, Premium FSI, Ancillary FSI, TDR, incentive/benefit FSI and any other proposed development potential, together with the proposed allocation between rehabilitation and sale components.

ii. Declaration that the bidder or any of their group companies/fully owned subsidiaries is not blacklisted or debarred by any govt. agency/ authority, which would prohibit Bidder from developing such property and is not entitled to bid for such projects. The declaration shall also cover any insolvency, CIRP, liquidation, winding-up, material regulatory proceedings, debarment or other event which may materially affect the Bidder's ability to perform the Project.
iii. Disclosure of any litigation pending by/ against the bidder or any of their group/fully owned subsidiaries in any court of law and information regarding complaints, if any, made against the bidder to MahaRERA Authority and the Civil Court. The disclosure shall include litigation/proceedings involving the Bidder, its promoters, directors, partners, material group entities and projects of similar nature, to the extent relevant to assessment of the Bidder's financial and execution capability.
iv. Statement showing financing of the project. Such statement shall include the proposed source of funds, debt/equity ratio, proposed lenders/investors, financial capacity and details of how the Developer proposes to fund the Project without creating any prohibited encumbrance over the Society's property or Members' premises.
v. Resolution from Board of Directors for bidding for the project.
vi. Power of attorney/ Resolution etc. of the signing authority, if applicable.
vii. Counter guarantee/ confirmation from the bidder's parent company or group company as regards the fulfilment of the mandatory eligibility criteria (in case the bidder is a part of a larger group or a sister concern and does not fulfil the minimum eligibility criteria). Where reliance is placed upon the financial or technical capability of a parent/group company, the Society may require an unconditional, irrevocable and enforceable corporate guarantee from such parent/group company in a form acceptable to the Society.
viii. Any other information/ credentials which may stress the expertise or experience of the bidder.
ix. A declaration confirming that the Bidder has independently inspected the Society's property and has made its Bid after conducting its own legal, technical, financial and regulatory due diligence.

## 19 ORDER OF PRECEDENCE

In the event of any conflict, ambiguity, or inconsistency between the provisions in various parts of the Bid documents, the following order of precedence shall apply, with the document higher on the list prevailing:

i. the duly executed and registered Development Agreement, to the extent expressly agreed therein;

ii. the final accepted Commercial/Financial Bid, including Exhibit F, to the extent expressly incorporated into the Development Agreement;

iii. the Letter of Intent, to the extent expressly incorporated into the Development Agreement;

iv. the Special Conditions of Contract / Redevelopment Conditions;

v. the Project Details, Development Parameters and Scope of Development;

vi. the Project Specifications and approved drawings;

vii. the General Conditions and Instructions to Bidders; and

viii. the Forms, Annexures, Exhibits, Schedules, addenda and corrigenda, subject to their express incorporation into the Development Agreement.

Notwithstanding the foregoing, no provision of any document shall be interpreted or applied so as to reduce, waive, dilute or prejudice any express right, entitlement, security, benefit or protection granted to the Society or its Members, unless such reduction, waiver or modification is expressly recorded in writing and duly authorized by the Society and, where required, approved by the competent body of the Society.

## SECTION 3: DISCLAIMER AND DUE DILIGENCE

The Tender Documents are issued solely for the purpose of inviting and evaluating bids for the proposed redevelopment of the Society's property. Each Bidder shall independently satisfy itself regarding all matters relevant to the Project and shall conduct its own legal, technical, financial, commercial, planning, regulatory and other due diligence before submitting its Bid.

Except for matters expressly stated as representations, warranties or contractual obligations of the Society in the Tender Documents or the Development Agreement, no information, statement, document or communication provided by or on behalf of the Society shall be construed as a representation or warranty regarding the feasibility, profitability, development potential or commercial viability of the Project.

### 3.1 DEVELOPMENT POTENTIAL

The Bidder shall independently verify the title of the Society, permissible development potential of the Society's property, including FSI, premium FSI, ancillary FSI, TDR, fungible FSI, additional FSI, loading potential, development benefits, concessions and any other development potential available under applicable laws, regulations, policies and permissions.

Any reference in the Tender Documents to existing or potential development rights or FSI shall be subject to applicable law and approval of the competent authorities and shall not constitute a guarantee by the Society of any particular quantum of FSI or development potential, except to the extent expressly agreed as a contractual entitlement in the Tender Documents and Development Agreement.

Nothing contained in this Section shall relieve the successful Developer of its obligation to undertake, at its own cost and risk, all activities, applications, submissions, statutory payments, premiums, charges and approvals required for obtaining and utilising the development potential contemplated under the Tender Documents, except to the extent expressly allocated to the Society under the Tender Documents or Development Agreement.

### 3.2 LEGAL DUE DILIGENCE

Each Bidder shall conduct its own legal due diligence in relation to the Society's property, title, development rights, existing structures, encumbrances, permissions, reservations, restrictions, applicable development regulations, statutory requirements, existing occupants/Members and all other matters which may affect the Project.

The Bidder shall obtain independent legal advice from advocates or other professionals of its choice before submitting its Bid.

3.3 TECHNICAL DUE DILIGENCE

Each Bidder shall independently assess the physical and technical condition of the existing structures, soil and site conditions, access, utilities, infrastructure, surrounding development, existing services, demolition requirements, construction feasibility and other technical matters relevant to the Project.

The Bidder shall be deemed to have satisfied itself regarding the technical feasibility of undertaking the Project before submitting its Bid.

3.4 FINANCIAL AND COMMERCIAL DUE DILIGENCE

Each Bidder shall independently assess the financial and commercial viability of the Project, including estimated construction costs, statutory premiums and charges, taxes, professional fees, financing costs, transit accommodation, Member entitlements, corpus/compensation, marketing and sales costs and other Project expenditure.

The Bidder shall formulate its Commercial/Financial Bid based on its own assessment and shall not rely upon any estimate, projection or assumption not expressly forming part of the Tender Documents.

3.5 PLANNING AND REGULATORY DUE DILIGENCE

Each Bidder shall independently verify the applicability of UDCPR, development control regulations, planning authority requirements, NOCs, permissions, environmental requirements, fire and life safety requirements, aviation restrictions, CRZ restrictions, road setbacks, reservations, amenity/open-space requirements and all other applicable statutory and regulatory requirements.

3.6 SITE CONDITIONS

The Bidder shall be deemed to have inspected the Society's property and familiarised itself with its physical condition and surrounding circumstances. No Bidder shall be entitled, after submission of its Bid, to claim that any physical condition which was reasonably discoverable through site inspection or ordinary due diligence was unknown to it.

3.7 EXISTING MEMBERS AND OCCUPANTS

The Bidder shall independently verify the existing Member/premises position, including the number and nature of existing premises, Member-wise area statements as per sanctioned building plans, member-wise area statements of existing usable carpet area, existing occupancy, commercial premises, succession/transmission matters and other relevant Society records made available for due diligence. The Bidder shall formulate its Bid after taking into account the rehabilitation obligations and Member entitlements specified in the Tender Documents.

3.8 NO CLAIM ON ACCOUNT OF FAILURE TO CONDUCT DUE DILIGENCE

Except to the extent arising from a material misrepresentation or breach of an express obligation of the Society contained in the Tender Documents or Development Agreement, the successful Developer shall not be entitled to claim additional consideration, extension of time, reduction of obligations or any other relief on the ground that it failed to identify, verify or adequately assess any matter which was reasonably capable of being identified through proper due diligence prior to submission of its Bid.

3.9 ORAL REPRESENTATIONS

No oral statement, representation, assurance or clarification made by any office bearer, Member, consultant, PMC, employee or representative of the Society shall be binding upon the Society unless expressly confirmed in writing by the Society in accordance with the Tender Documents.

3.10 INFORMATION PROVIDED BY CONSULTANTS

Any information, drawings, calculations, reports, estimates or other material prepared or provided by the PMC, architect, consultant, Legal Advisor or other professional appointed by the Society shall be provided for the limited purpose of assisting the Bidder in conducting its own due diligence and preparing its Bid. The Bidder shall independently verify such information and shall not treat any such information as a substitute for its own professional, technical, legal or financial assessment.

3.11 LIMITATION OF DISCLAIMER

Nothing contained in this Section shall exclude or limit any liability of the Society arising from fraud, wilful misconduct, deliberate concealment of a material fact, or breach of any express representation, warranty or contractual obligation expressly undertaken by the Society under the Tender Documents or Development Agreement, to the extent such exclusion or limitation is not permissible under applicable law.

3.12 COST ESCALATION AND COMMERCIAL RISK

Except to the extent expressly provided otherwise in the Tender Documents or Development Agreement, the Bidder shall be responsible for assessing and pricing all reasonably foreseeable increases in construction costs, labour costs, material costs, financing costs, statutory charges and other costs associated with execution of the Project. The Bidder shall not be entitled to revise its accepted Commercial/Financial Offer merely on account of an increase in costs which was reasonably foreseeable at the time of submission of its Bid.

## SECTION – 4
## BID / PROPOSAL SUBMISSION REQUIREMENTS

4.1 GENERAL REQUIREMENTS

Each Bidder shall submit its Bid strictly in accordance with the requirements, format, timelines and conditions prescribed in the Tender Documents. The Bidder shall be solely responsible for ensuring that its Bid is complete, accurate, duly authorised and accompanied by all documents, declarations, undertakings, securities and information required under the Tender Documents.

Submission of a Bid shall constitute an unconditional and irrevocable offer by the Bidder to undertake the Project in accordance with the Tender Documents and the terms of its Bid, subject to the execution of the definitive Development Agreement and other applicable Project Documents.

4.2CONFIDENTIALITY OF COMMERCIAL / FINANCIAL BID

The Commercial / Financial Bid shall be submitted in the manner prescribed by the Society and shall remain confidential until the stage specified for opening/evaluation of the Commercial / Financial Bids.

A Bidder shall not disclose its commercial offer to the Society's Members, other Bidders or any unauthorised person during the Tender process.

4.3 MANDATORY DOCUMENTS

Each Bidder shall submit, as applicable:

(a) Bidder's Declaration – Annexure 1;

(b) Board Resolution/authorisation – Annexure 2;

(c) No-Deviation/Conditional Bid Undertaking – Annexure 3;

(d) EMD/Bid Security details – Annexure 4;

(e) all technical and project-related documents required under the Tender;

(f) duly completed Commercial / Financial Offer Form – Exhibit F; and

(g) such other documents as may be expressly required under the Tender Documents or any Addendum/Corrigendum.

4.4 NO CONDITIONAL OR QUALIFIED BID

The Bidder shall submit its Bid on an unconditional basis and shall be deemed to have accepted all terms and conditions of the Tender Documents.

No Bidder shall make its Bid conditional upon any assumption, qualification, reservation, additional payment, change in Member entitlement, alteration of Project obligations, increase in development rights or other condition not expressly permitted under the Tender Documents. Any deviation, qualification, assumption or reservation introduced by a Bidder in relation to the Society's or Members' entitlements, rehabilitation obligations, transit obligations, project completion obligations, security requirements, additional FSI mechanism or other material terms shall be treated as a material deviation and may result in rejection of the Bid.

For avoidance of doubt, a request for clarification submitted in accordance with the Tender Documents before the Bid Submission Deadline shall not constitute a deviation, provided that the Bidder submits its Bid strictly in accordance with the final Tender Documents and applicable Addenda/Corrigenda.

4.5 AUTHORISED SIGNATORY

The Bid shall be signed and submitted by a person duly authorised by the Bidder through a valid Board

Resolution or power of attorney or other legally valid authorisation, as applicable.

The Society may require the Bidder to produce the original authorisation or such additional evidence of authority as the Society may reasonably require.

4.6 EMD / BID SECURITY

The Bid shall be accompanied by the EMD/Bid Security in the amount and form specified herein.

A Bid submitted without the prescribed EMD/Bid Security, or with an EMD/Bid Security which does not comply with the prescribed requirements, shall be treated as non-responsive and rejected.

The EMD shall remain valid for the period specified in the Tender Documents and shall be dealt with in accordance with the Tender Documents.

The Society shall be entitled to forfeit the EMD, subject to applicable law and the Tender Documents, where the successful Bidder:

(a) withdraws its Bid during the Bid Validity Period;

(b) refuses or fails to accept the LOI in accordance with the Tender;

(c) fails to furnish the required Security Deposit within the prescribed period;

(d) fails to execute the Development Agreement within the prescribed period;

(e) submits false or materially misleading information; or

(f) commits any other material breach of the Bid obligations expressly identified as giving rise to forfeiture of EMD.

4.7 NON-RESPONSIVE BID

A Bid shall be treated as non-responsive and rejected if:

(a) mandatory documents are not submitted;

(b) prescribed EMD is not submitted or is defective;

(c) the Bid contains a material deviation or qualification;

(d) the Bid contains materially false, misleading or inaccurate information;

(e) the Bid is not duly authorised;

(f) the Commercial/Financial Offer is not submitted in the prescribed form; or

(g) the Bid otherwise materially fails to comply with the Tender Documents.

4.8 NO OBLIGATION TO ACCEPT HIGHEST BID

The Society shall not be bound to accept the highest Commercial/Financial Offer or any particular Bid. The Society shall be entitled to select the Bidder which, in its considered assessment, offers the best overall value and is in the best interests of the Society and its Members, having regard to the Bidder's eligibility, experience, technical capability, financial capacity, commercial offer, proposed terms, risk profile, project execution capability and other relevant factors specified in the Tender Documents.

4.9 NO VESTED RIGHT

Submission of a Bid shall not create any right, title, interest or entitlement in favour of the Bidder to appointment as Developer or execution of the Development Agreement. No Bidder shall be entitled to claim compensation, damages, costs or expenses from the Society merely by reason of submission of a Bid, participation in the Tender process, non-selection or cancellation of the Tender, except as expressly provided in the Tender Documents or applicable law.

4.10 CANCELLATION / RE-TENDER

The Society reserves the right, in accordance with applicable law and the Tender Documents, to cancel, suspend, modify or re-invite the Tender process at any stage prior to execution of the Development Agreement where the Society considers it necessary or appropriate in the interests of the Society and its Members.

## SECTION 5: PROJECT DETAILES

Following are some of the facts / data, which would be useful for the intending developers/ builders. The particulars set out in this Section are provided for the purpose of enabling prospective Bidders to understand the broad background and present status of the Project. The Bidder shall independently verify all such particulars, documents, title records, development potential, statutory permissions and other matters relevant to the Project before submitting its Bid.

No information contained in this Section shall be construed as a representation or warranty by the Society as to any matter which is required to be independently verified by the Bidder, except to the extent expressly confirmed by the Society in writing.

1. “Nilgiri Gardens Co-operative Housing Society Limited" is a registered co-operative housing society duly registered under the Maharashtra Co-operative Societies Act, 1960 and Rules made thereunder bearing Registration no. NBOM/CIDCO/HSG(OH)/573/JTR/1997-98 dtd. 15/12/97.

2. As per the Agreement to Lease executed between the City and Industrial Development Corporation of Maharashtra Limited the land area is 27,090.29 square meters and as per the latest sanctioned building plan the land area is 27,090.29 square meters. The bidder is required to find out itself, the correct area to be adopted for the Redevelopment.

3. The registered unilateral deemed conveyance is in the name of the Society. The Society's title and interest in the property shall be subject to the title documents, registered unilateral Deemed Conveyance,

applicable lease documentation and other documents forming part of the Society's title records. The developer shall verify the title, extent, and permissible use of the plots of land independently and work out the best offer considering the same. The Bidder shall conduct its own independent legal due diligence and shall satisfy itself regarding the title, leasehold/freehold status, extent, boundaries, encumbrances, easements, access, development rights, permissible use, planning status and development potential of the property. The Bidder shall not subsequently raise any claim for additional consideration, compensation, reimbursement or reduction in its obligations on account of any matter relating to title, extent, permissible use or development potential which was disclosed in the Tender Documents or was reasonably capable of being ascertained through due diligence prior to submission of the Bid. Nothing contained herein shall, however, be construed as a waiver, relinquishment or dilution of any right, title, interest or claim of the Society in respect of its property.

4. The Bidder shall ascertain the maximum height permissible at its own cost and full consumption of FSI shall be Bidder's responsibility. It is clarified that no reduction in benefits under the Bidder’s offer shall be entertained due to inability to consume full FSI due to height restriction or for any other reason whatsoever. The Bidder shall independently ascertain all height restrictions and other planning, aviation, fire, environmental, road, setback, access, structural, zoning and statutory restrictions applicable to the Project and shall factor the same into its Bid. The Developer shall be responsible for making optimum and maximum lawful utilisation of the development potential available to the Project, subject to applicable law and approvals. Failure or inability to utilise the full development potential considered or assumed by the Bidder in its Bid, including on account of height restrictions or any other planning or statutory restriction which was ascertainable through due diligence, shall not entitle the Developer to reduce the agreed benefits, carpet area, financial consideration, corpus, temporary accommodation benefits or any other entitlement offered to the Society and/or its Members. Any development potential which is actually available but cannot be utilised due to a restriction specifically attributable to the Society and not reasonably ascertainable by the Bidder prior to submission of the Bid shall be dealt with only in accordance with the express provisions of the Development Agreement.

5. Outstanding amounts, if any, as on the date vacant possession is handed over to the Bidder for the purpose of commencing construction, payable towards property taxes and / or interest, penalty shall be borne by the Society and afterwords the Bidders shall be liable to pay the property tax and other statutory taxes and payments from the date of handing over of site till handing over possession of the rehab units to the Society. For avoidance of doubt, the Society shall be responsible only for property tax and other statutory dues legally attributable to the Society and accrued up to the agreed cut-off date expressly specified in the Development Agreement. The Developer shall, from the date on which responsibility for the Project/site is handed over to it, bear all property taxes, development charges, statutory dues, utility charges, construction-related charges, premiums, fees and other payments attributable to the Developer, development and construction of the Project, to the extent legally permissible and expressly allocated to the Developer under the Tender Documents and Development Agreement. Any liability, penalty, interest or statutory demand arising solely on account of any act, omission, delay or default of the Developer after such cut-off date shall be borne exclusively by the Developer and shall not be recoverable from the Society or its Members.

6. The Bidder shall verify road set-back, if any. The Bidder shall independently verify all road setbacks, road widening lines, DP/TP remarks, road reservations, junction curves, access requirements and other planning restrictions affecting the property and shall incorporate the same into its development proposal and Bid. The Bidder shall not subsequently claim any additional benefit, compensation or

modification of the Society's agreed entitlements on account of any such matter which was reasonably ascertainable prior to submission of the Bid.

7. The details of buildings and units therein with its built up area as per sanctioned building plan and occupancy certificate, actual carpet area under use are as provided in **Exhibit "A".** The information contained in Exhibit "A" is provided for reference and verification purposes. The Developer shall independently verify the existing structures, built up area as per sanctioned building plan and occupancy certificate, number of premises, actual carpet areas under use of each member, existing occupation and other relevant particulars before submitting its Bid.

8. Whilst there is no pending litigation relating to the title of Society to the Society's Plot, except the following disposed of cases are filed by the Society and/or against the Society as mentioned below:

   The following historical title and litigation particulars are provided for information and due-diligence purposes. The Bidder shall independently verify the status, effect and legal consequences of all such documents, orders, proceedings and judgments from the original records and competent authorities before submitting its Bid. The disclosure of any historical proceeding, correspondence, order or claim shall not constitute an admission by the Society of any continuing liability, defect in title or third-party right, except to the extent expressly recorded in the relevant registered title document or final order.

8.1. By Agreement to Lease dated 3$^{rd}$ February 1984 for 12500 square meters (residential use), 22$^{nd}$ January 1987 for 14049.01 Square meters (residential use) and 2$^{nd}$ September 1992 for 541.28 Square meters (residential plus commercial use) made and executed between the CIDCO as Lessor and Builder as Lessee, CIDCO had agreed to grant to the Builder lease of three different plots of land totally admeasuring 27,090.29 square meters situated at Sector-23/24, C.B.D Belapur, Navi Mumbai for a period of 60 years in consideration of proper premium and at the lease rent of Rs.100/- per annum and on the terms and conditions mentioned therein. Pursuant to the aforesaid Agreement to Lease, the Builder has paid to CIDCO the premium for obtaining the lease of the aforesaid plots of land and the CIDCO had put the Builder into possession of the aforesaid plots of land for the purpose of constructing thereon the buildings, bungalows and shops as per the plans and designs approved by the CIDCO as Planning Authority. The Bidder shall independently verify the aforesaid historical title documents, lease terms, tenure, unexpired lease period, conditions of lease, development restrictions, transfer requirements and all other matters affecting the property and shall make its Bid after taking the same into account.

8.2. Pursuant to the approved plans and designs, the Builder had commenced the construction work of 21 buildings, 10 bungalows and 17 shops i.e. total 546 units on three different plots of land totally admeasuring 27,090.29 square meters situated at Sector-23/24, C.B.D. Belapur, Navi Mumbai and publicly expressed its intention of selling the flats, bungalows and shops to the individual or partnership firm or corporate bodies. CIDCO while granting permission for developing the aforesaid three plots of land, CIDCO, who was Planning Authority at the time of development of three plots, had approved amalgamation of three plots of land. The Bidder shall independently verify the amalgamation, sanctioned plans, existing development, approved use and all planning permissions relating to the aforesaid plots. Chart showing built area of each unit of 21 buildings, 10 bungalows and 17 shops are as under:

| **Bldg. No.** | **Building Type** | **floors** | **Lifts** | **No. of flats** | **BUILT UP AREA of Each Unit** |
|---|---|---|---|---|---|
| **Bungalows (1 TO 10)** | **Type 'E'** | **-** | **-** | **10** | 1419.78 |
| **A** | **Type 'A'** | Ground + 4 floor | 1 | 29 | 1166.53 |
| **B1** | **Type'B1'** | Ground + 4 floor | 1 | 30 | 672.64 |
| **B2** | **Type 'B2'** | Ground + 4 floor | 1 | 28 | 840.64 |
| **C1** | **Type 'C1'** | Ground + 3 floor | | 24 | 490.11 |
| **C2** | **Type 'C2'** | Ground + 4 floor | 1 | 30 | 500.55 |
| **C3** | **Type 'C2'** | Ground + 4 floor | 1 | 30 | 500.55 |
| C4 | Type 'C1' | Ground + 3 floor | | 24 | 490.11 |
| C5 | Type 'C1' | Ground + 3 floor | | 24 | 540.69 |
| C6 | Type 'C1' | Ground + 3 floor | | 24 | 540.69 |
| C7 | Type 'C1' | Ground + 3 floor | | 24 | 540.69 |
| C8 | Type 'C2 | Ground + 4 floor | 1 | 30 | 551.12 |
| C9 | Type 'C2' | Ground + 4 floor | 1 | 30 | 551.12 |

| | | | | | |
|---|---|---|---|---|---|
| C10 | Type 'C1' | Ground + 3 floor | | 24 | 540.69 |
| C11 | Type 'C1' | Ground + 3 floor | | 24 | 540.69 |
| D1 | Type 'D' | Ground + 3 floor | | 16 | 303.97 |
| D2 | Type 'D2' | Ground + 3 floor | | 16 | 415.64 |
| E1 | Type 'C3' | Ground + 3 floor | | 14 | 565.59 |
| E2 | Type 'C4' | Ground + 4 floor | 1 | 18 | 577.57 |
| E3 | Type 'C5' | Ground + 4 floor | 1 | 18 | 724.56 |
| F | Type 'F' | Ground + 4 floor | 1 | 20 | 386.6 |
| G ( 1 BHK 28 units and 2 BHK 14 units) | Type 'G' | Ground + 6 floor | 2 | 42 | 18903.8332 Built up area for all flats in G Building |
| **Shops** | SHOPPING | shop | | 17 | 281.453 |
| **Basement Car Parking** | | | | | |

8.3. The purchasers of 546 units had formed the co-operative housing society in the name and style "**Nilgiri Gardens Co-operative Housing Society Limited**" (referred to as 'Society') under the relevant provisions of Maharashtra Co-operative Societies Act, 1960 and Rules made thereunder vide Registration No.NBOM/ CIDCO/ HSG(OH)573/JTR/Year 1997-98 for looking into the day-to-day affairs of the aforesaid buildings and getting the conveyance of the land from CIDCO and Builder. The present redevelopment is being undertaken by the Society for the benefit of its existing Members and their lawful rehabilitation and other entitlements.

8.4. Thereafter, the Society requested the Builder to convey the aforesaid three plots of land totally admeasuring 27,090.29 square meters situated at Sector-23/24, C.B.D. Belapur, Navi Mumbai in favour of Society.

8.5. The Builder wrote a letter to CIDCO and informed that a co-operative housing society under the name and style "Nilgiri Gardens Co-operative Housing Society Limited" is registered on 15$^{th}$ December 1997 and expressed its desire and intention of conveying the aforesaid three plots of land in favour of the Society in which the Builder would be confirming party.

8.6. On 20$^{th}$/18$^{th}$ September 2008, CIDCO wrote a letter to the Builder, copy of which was also forwarded to the Society, in response to the letter of Builder dated 9$^{th}$ April 2008, thereby informing that the request to grant a lease of land admeasuring 27090.29 square meters in Sector-24, CBD Belapur, Navi Mumbai to M/s Nilgiri Gardens Co-operative Housing Society Limited consisting of 546 members can be granted on the conditions mentioned therein.

8.7. In compliance with the letter dated 20th/18th September 2008 of CIDCO, the Society paid a sum of Rs.1,32,56,000/- (Rupees One Crore Thirty Two Lacs Fifty Six Thousand only) to the CIDCO by Demand Draft No.156963 dated 10th October 2008 towards transfer charges; obtained Nil Balance Service Charges Clearance Certificate from the CIDCO; carried out necessary amendments in its bye-laws as per requirement of CIDCO. Despite repeated requests of the Society in writing and orally, the CIDCO have not executed and registered the Lease Deed in favour of Society for three plots of land admeasuring 27,090.29 square meters, though the Society had complied with all the conditions of letter dated 20th/18th September 2008 issued by CIDCO. The Bidder shall independently verify the present status of the lease documentation, CIDCO records, transfer charges, compliance with CIDCO's requirements and any pending formalities in respect of the property. Nothing contained herein shall be construed as an acknowledgment by the Society of any continuing liability towards CIDCO or any other authority except to the extent expressly established under applicable law or the relevant title documents.

8.8. Therefore, the Society approached the Competent Authority under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and

Transfer) *Act*, 1963 (hereinafter referred to as 'MOFA Act') and Joint Registrar, Co-operative Societies (CIDCO), Belapur for unilateral deemed conveyance from CIDCO and Builder. The Competent Authority under the MOFA Act and Joint Registrar, Co-operative Societies (CIDCO), Belapur, after hearing both the sides, was pleased to pass an order dated 12th April 2013, certifying that it is a fit case for enforcing unilateral execution of conveyance deed conveying the right, title and interest of the Builder in the demised land and buildings in favour of Society in respect of land admeasuring 27,090.29 square meters situated at Sector 24, CBD Belapur, Navi Mumbai-400614. The Competent Authority under the MOFA Act and Joint Registrar, Co-operative Societies (CIDCO), Belapur also signed the unilateral Deemed Conveyance between City and Industrial Development Corporation of Maharashtra Limited as Lessor, Builder, as Confirming Party and M/s Nilgiri Gardens Co-operative Housing Society Limited as Lessee and issued certificate to that effect. The Bidder shall independently review the said order, Deemed Conveyance and all related records and shall satisfy itself as to their legal effect, title implications and development rights before submitting its Bid.

8.9. Thereafter, the Society made an Application with the Collector of Stamps, Thane (City) for adjudication of proper stamp duty on the unilateral Deemed Conveyance between CIDCO as Lessor, Builder, as Confirming Party and M/s Nilgiri Gardens Co-operative Housing Society Limited as Lessee. The Collector of Stamps, Thane (City) determined the total stamp duty of Rs.27,68,950/- to be paid on the aforesaid deed vide its Order dated 2nd August 2013. Accordingly, the Society has made payment of stamp duty and got the certificate thereof on unilateral Deemed Conveyance. The Bidder shall independently verify the stamp duty adjudication, payment and registration records.

8.10. Thereafter, the aforesaid unilateral Deemed Conveyance between CIDCO as Lessor, Builder, as Confirming Party and M/s Nilgiri Gardens Co-operative Housing Society Limited as Lessee was executed and registered with the office of Joint Sub-Registrar, Thane-9 at Sr. No.TNN-9/5779/2013 on 8th August 2013. The registered Deemed Conveyance and the title documents referred to herein shall be made available for due diligence to shortlisted Bidders, subject to the Society's confidentiality requirements.

8.11. By the aforesaid unilateral Deemed Conveyance the CIDCO, in confirmation with Builder, granted, demised and leased unto the Society all that piece of land by measurement 27,090.29 square meters situated at Sector 24, CBD Belapur, Navi Mumbai-400614 or thereabout and more particularly delineated on the plan annexed thereto and shown thereon by the red colour boundary line together with the buildings and erections now or at any time hereinafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging TO HOLD the land for the terms of sixty years computed from 31st day of March 1997. The Developer shall be bound by and shall comply with all applicable terms and conditions contained in the registered title documents and any applicable requirements of CIDCO/NMMC or other competent authorities in relation to the Project. The Developer shall not acquire any greater title or interest in the land than the development rights expressly granted to it by the Society under the Development Agreement.

8.12. In the meanwhile, the Society filed had Consumer Complaint bearing No.CC/12/3 before the Hon'ble Maharashtra State Consumer Dispute Redressal Commission, Mumbai for direction to Builder and CIDCO to execute a conveyance in favour of Nilgiri Gardens CHS Ltd., and for the loss and damages caused to the Society. The Bidder shall independently review the complaint, orders and subsequent proceedings and satisfy itself regarding their present legal status and effect.

8.13. The Hon'ble State Consumer Dispute Redressal Commission at Mumbai by order dated 15th January 2014 directed the CIDCO to execute Lease Deed of the land admeasuring 27,090.29 square meters situated at Sector 23/24, CBD Belapur in favour of the Society and further directed the Builder to pay compensation of Rs.2,00,000/- (Rupees Two Lakhs only) and directed the CIDCO to pay compensation of Rs.3,00,000/- (Rupees Three Lakhs only) to the Nilgiri Gardens CHS Ltd.

8.14. Thereafter, the Society forwarded the Order of the Consumer Commission to Builder and CIDCO for implementation of the Order and executing the conveyance. The Builder paid compensation amount of Rs.2,00,000/- (Rupees Two Lakhs only) in favour of Nilgiri Gardens CHS Ltd. However, CIDCO has neither executed the conveyance nor paid compensation of Rs.3,00,000/- in favour of Society nor made endorsement of Deemed Conveyance. The Bidder shall independently verify the present status of the aforesaid proceedings, compliance and CIDCO records.

8.15. CIDCO preferred First Appeal No.373 of 2014 before the National Consumer Disputes Redressal Commission at New Delhi challenging the Judgment and Order of Maharashtra State Consumer Disputes Redressal Commission.

8.16. On 15th June 2017, First Appeal No.373 of 2014 filed by the CIDCO in the Hon'ble National Consumer Dispute Redressal Commission at New Delhi was disposed of with modification to the extent of compensation of Rs.3,00,000/-. The Hon'ble National Commission was pleased to confirm the remaining part of the Judgment and Order of Maharashtra State Consumer Disputes Redressal Commission at Mumbai that means that the Hon'ble National Commission confirmed the Oder of State Consumer Commission directing *CIDCO to execute Lease Deed of the land admeasuring 27,090.29 square meters situated at Sector 23/24, C.B.D. Belapur, Navi Mumbai in favour of the Nilgiri Gardens CHS Ltd*. It is to be noted that the Advocate appearing for CIDCO in National Commission further informed the National Consumer Disputes Redressal Commission that after the order of the State Commission, the CIDCO has already complied with the order of the State Commission and lease deed has been registered in favour of Nilgiri Gardens CHS Ltd. The Bidder shall independently verify the present status of the lease registration, CIDCO records and all consequential entries/endorsements, and shall not rely solely upon the historical statement contained herein.

8.17. In the meanwhile, the Parsik Paradise Co-operative Housing Society Limited (a society formed by unit holders of buildings constructed on adjoining plot of land) filed a suit bearing Regular Civil Suit No.103 of 2010 in the Court of Civil Judge, Junior Division, Vashi at Belapur against Nilgiri Gardens CHS Ltd., and its officer bearers for easmentary rights to access through the Nilgiri Garden CHS Ltd.

8.18. On 11th June 2014, the Hon'ble Civil Judge, Junior Division, Vashi at Belapur dismissed the aforesaid suit of Parsik Paradise Co-operative Housing Society Limited with costs.

8.19. Parsik Paradise Co-operative Housing Society Limited filed Regular Civil Appeal No.195 of 2014 in the Court of District Court at Thane challenging the Judgment and Order dated 11th June 2014 passed by the Civil Judge, Junior Division, Vashi at Belapur in Regular Civil Suit No.103 of 2010. The District Court at Thane dismissed the Appeal filed by the Parsik Paradise Co-operative Housing Society Limited with costs vide its Judgment and Order dated 13th October 2022. Till date the Parsik Paradise Co-operative Housing Society Limited has not filed Second Appeal in the High Court. The Bidder shall independently verify the current status of the aforesaid proceedings, including whether any further proceeding, appeal, application or claim has subsequently been instituted. The Developer shall be responsible for taking into account all existing access arrangements, easementary rights and legally enforceable access requirements in its Project planning and shall not subsequently claim additional consideration on account of matters disclosed or reasonably ascertainable through due diligence.

8.20. The Society has time and again addressed various letters and reminders to the CIDCO, Chief Minister of the Maharashtra, Urban Development Minister of the Maharashtra and other competent authorities requesting them to look into the matter and enter the name of "Nilgiri Gardens Co-operative Housing Society Limited" as New Lessee in place of "M/s Kailash Nath & Associates (Builder)" in respect of plot of lands admeasuring 27,090.29 square meters alongwith buildings standing thereon situated at Sector-24, Amara Marg, CBD Belapur, Navi Mumbai-400614 in compliance of the Judgment and Order dated 15th January 2014 passed by the Hon'ble Maharashtra State Consumer Disputes Redressal Commission at Mumbai in Consumer Complaint No.CC/12/3, Judgment and Order dated 15th June 2017 passed by the Hon'ble National Consumer Disputes Redressal Commission at New Delhi in First Appeal No.373/2014 and the Unilateral Deemed Conveyance dated 8th August 2013 registered with the office of Joint Sub-Registrar, Thane-9 at Sr. No.TNN-9/5779/2013. The Bidder shall independently verify the present status of the Society's name/lessee status in the records of CIDCO and all other competent authorities and shall make its Bid after considering the actual legal and documentary status of the property. The Developer shall provide all reasonable assistance and cooperation required from it for obtaining, perfecting, updating or recording the Society's title, leasehold status, development permissions or other property-related documentation, where such assistance is required during the redevelopment process, without claiming any additional consideration unless expressly agreed in writing by the Society. However, still the CIDCO has not entered the name of “Nilgiri Gardens Co-operative Housing Society Limited” as New Lessee in place of “M/s Kailash Nath & Associates (Builder)” in respect of plot of lands admeasuring 27,090.29 square meters along with buildings standing thereon situated at Sector-24, Amara Marg, CBD Belapur, Navi Mumbai-400614.

## SECTION – 6
## COMMERCIAL TERMS AND DEVELOPER'S OBLIGATIONS

### 6.1 CONSIDERATION / DEVELOPER'S COMMERCIAL OFFER

The consideration and commercial benefits payable/provided by the Developer to the Society shall be strictly in accordance with the accepted Commercial/Financial Bid and the definitive Development Agreement.

No amount, benefit, entitlement or consideration forming part of the accepted Bid shall be reduced, withdrawn, deferred or otherwise modified to the prejudice of the Society or its Members except with the prior written approval of the Society and in accordance with the Tender Documents and Development Agreement.

### 6.2 SECURITY DEPOSIT

The Developer shall furnish the Security Deposit in the amount and manner specified in the Data Sheet. The Security Deposit shall constitute continuing security for due and timely performance of the Developer's obligations under the Tender Documents and Development Agreement.

The Society shall be entitled to invoke, appropriate or otherwise utilise the Security Deposit, in accordance with the Development Agreement and applicable law, against any amount due from the Developer arising from a material default, failure to perform or other event expressly specified therein.

The Security Deposit shall not be automatically released merely upon issuance of the Occupation Certificate or completion of construction and shall remain available until expiry of the applicable Defect Liability Period and completion of the other obligations specified in the Development Agreement.

### 6.3 700 CRORE PERFORMANCE BANK GUARANTEE

The Developer shall furnish a Performance Bank Guarantee (“PBG”) of 700 Crores (Rupees Seven Hundred Crores only), or such other amount as may be finally approved by the Society and specified in the Data Sheet, in favour of the Society, in the prescribed form.

The PBG shall be unconditional, irrevocable and payable on first written demand by the Society, without demur, protest, set-off or requirement for the Society to first establish or adjudicate the underlying default.

The PBG shall be issued by a scheduled commercial bank acceptable to the Society and shall remain valid and enforceable throughout the period specified in the Tender Documents and Development Agreement.

The Developer shall ensure continuous validity of the PBG and shall renew or extend the same sufficiently before its expiry. Failure to maintain a valid and enforceable PBG shall constitute a material default.

### 6.4 CUMULATIVE SECURITY

The Security Deposit and PBG shall be cumulative and independent security mechanisms and shall not, unless expressly agreed otherwise in writing by the Society, be treated as substitutes for one another.

The furnishing of either security shall not discharge, reduce or otherwise limit any other obligation or liability of the Developer.

### 6.5 TRANSIT ACCOMMODATION / RENT

The Developer shall provide and/or pay transit accommodation compensation/rent to the Members in the amounts, manner and for the periods specified in Exhibit-B and the Development Agreement.

Transit rent shall continue until the corresponding Member is lawfully offered and is in a position to take possession of the completed rehabilitation premises in accordance with the agreed terms, including completion of applicable statutory and contractual requirements.

The Developer shall not discontinue, reduce or delay transit payments on the ground that construction is substantially complete unless the Member has been duly offered lawful possession in accordance with the Development Agreement.

### 6.6 DELAY IN TRANSIT PAYMENT

Any failure or delay by the Developer in payment of transit rent or other agreed transit compensation shall constitute a material default.

The Society shall be entitled to exercise the contractual remedies available to it, including invocation of applicable security, recovery of outstanding amounts, interest/penalty where applicable and, subject to the Development Agreement, termination rights.

### 6.7 SOCIETY'S PROFESSIONAL FEES

All professional fees payable to the Society's PMC, Legal Advisor, Architect, Project Management Consultant, Tax Consultant and other consultants appointed by the Society in connection with the Project and identified as Developer-borne costs shall be borne and paid by the Developer.

The Developer shall make such payment to the Society, against appropriate invoices/supporting documents, and the Society shall thereafter make payment to the concerned consultant.

The Developer shall not make any direct payment to the Society's PMC, Legal Advisor, Architect, Tax Consultant or other consultant unless expressly authorised in writing by the Society.

The Developer's obligation to bear such professional fees shall not be affected by the fact that the consultant is appointed or instructed by the Society.

6.8 ADDITIONAL CONSULTANTS

Where additional professional consultants are required for the Project due to any act, omission, delay, default, change requested by the Developer or other matter attributable to the Developer, the reasonable professional fees thereof shall also be borne by the Developer, subject to the Society's prior approval.

6.9 SOCIETY OFFICE

The Developer shall provide the Society with the agreed Society Office premises, including the agreed specifications, facilities and services, within the period specified in the Tender Documents/Development Agreement.

6.10 TAXES, DUTIES AND STATUTORY CHARGES

Except for taxes, duties or charges expressly allocated to the Society or individual Members under the Tender Documents or applicable law, the Developer shall bear all costs, premiums, statutory charges, development charges, approval fees, infrastructure charges, scrutiny fees, premium FSI charges, Ancillary FSI charges, TDR procurement/loading costs and other expenses necessary for obtaining approvals and implementing the Project.

6.11 STAMP DUTY / REGISTRATION

The Developer shall bear all stamp duty, registration charges and incidental expenses payable in connection with the Development Agreement and other Project Documents to the extent expressly allocated to the Developer under the Tender Documents and applicable law.

The allocation of stamp duty and registration costs relating to individual Member agreements shall be expressly specified in the Development Agreement and shall not be left ambiguous.

6.12 NO ADDITIONAL COST TO MEMBERS

The Developer shall not recover from any Member any cost which is the contractual responsibility of the Developer under the Tender Documents or Development Agreement, whether described as construction cost, development charge, premium, approval charge, infrastructure charge, statutory cost or otherwise.

6.13 FINANCING OF PROJECT

The Developer shall arrange and maintain adequate financial resources for timely execution and completion of the Project.

The Developer shall not rely upon the Society or its Members for funding the Developer's obligations except to the extent expressly contemplated under the Tender Documents or Development Agreement.

6.14 PROJECT FINANCING / CHARGE

The Developer may arrange financing for the Project from recognised financial institutions, subject to the terms and restrictions expressly permitted under the Development Agreement and applicable law.

No financing arrangement shall create any mortgage, charge, lien or encumbrance over the Society's title, Member rehabilitation premises, Society premises, common areas or other Society/Member property or entitlement except to the limited extent expressly approved by the Society in writing and legally permissible.

6.15 INSURANCE

The Developer shall obtain and maintain, at its own cost, all insurance policies required under applicable law and reasonably necessary for the Project, including construction/all-risk insurance, third-party liability insurance, workmen-related insurance and such other insurance as may be specified in the Development Agreement. The Society shall be named as an additional insured wherever commercially and legally appropriate.

6.16 LABOUR AND CONTRACTOR LIABILITIES

The Developer shall be solely responsible for its contractors, subcontractors, consultants, employees, workers and suppliers and for all wages, statutory contributions, labour compliances, safety requirements and other obligations relating thereto. No contractor, subcontractor, employee or worker of the Developer shall acquire any right or claim against the Society's property or Member premises merely by reason of engagement in the Project.

6.17 INDEMNITY

The Developer shall indemnify and keep indemnified the Society, its office bearers, committee members and authorised representatives against losses, claims, liabilities, damages, penalties, costs and expenses arising out of or relating to:

(a) breach by the Developer of its obligations;

(b) negligence, wilful misconduct or fraud of the Developer or its contractors;

(c) labour or contractor claims;

(d) statutory non-compliance attributable to the Developer;

(e) third-party claims arising from construction/development activities;

(f) damage to property or persons caused by the Developer or its contractors; and

(g) unauthorised encumbrance, assignment or dealing with the Society's or Members' property or entitlements.

6.18 SOCIETY NOT LIABLE FOR DEVELOPER'S FINANCING

The Society shall not be liable for any borrowing, financing arrangement, loan, security, interest, cost or other financial obligation incurred by the Developer in connection with the Project, except to the extent expressly agreed in writing by the Society.

6.19 NO SET-OFF AGAINST MEMBER ENTITLEMENTS

The Developer shall not withhold, reduce, set off or otherwise adjust any Member's rehabilitation entitlement, transit payment or other Member benefit on account of any dispute between the Developer and the Society or any alleged amount payable by the Society.

6.20 ADDITIONAL FSI — COMMERCIAL MECHANISM

Any Additional FSI/development benefit arising after the Bid Submission Date shall be dealt with in accordance with the Additional FSI sharing mechanism specified in Section 6 and the Data Sheet.

The Developer shall maintain complete records of the additional development benefit obtained, the actual qualifying costs incurred and the resulting benefit available for sharing with the Society.

6.21 COST RECORDS / AUDIT

The Society and its PMC/consultants shall be entitled, upon reasonable notice, to inspect and verify records relevant to calculation of amounts payable by the Developer or amounts claimed as deductible costs under the Tender Documents, including records relating to Additional FSI/development benefits.

The Developer shall maintain such records for the duration specified in the Development Agreement and applicable law.

6.22 PERFORMANCE OBLIGATION NOT DISCHARGED BY PAYMENT

Payment of any liquidated damages, penalty, compensation or other monetary amount shall not, unless expressly agreed by the Society, relieve the Developer from its obligation to perform the underlying obligation or cure the relevant default.

6.23 DELAY / LIQUIDATED DAMAGES

In the event of delay attributable to the Developer in performing any material Project obligation, the Developer shall be liable for liquidated damages and/or other contractual consequences specified in the Tender Documents and Development Agreement, without prejudice to the Society's other contractual rights and remedies.

6.24 FORCE MAJEURE

The Developer shall be entitled to relief for Force Majeure only to the extent and subject to the conditions expressly specified in the Development Agreement.

For avoidance of doubt, shortage of funds, increase in construction costs, financing difficulties, contractor default, labour issues attributable to the Developer, market conditions or failure to obtain financing shall not constitute Force Majeure.

6.25 CHANGE IN LAW

Any change in law, regulation, policy or Government requirement affecting the Project shall be dealt with in accordance with the specific provisions of the Tender Documents and Development Agreement, including the Additional FSI/development benefit sharing mechanism where applicable.

6.26 SURVIVAL

Obligations relating to indemnity, confidentiality, audit/record keeping, payment of outstanding amounts, defect liability, statutory compliance and other obligations which by their nature are intended to survive completion or termination shall survive completion or termination of the Development Agreement to the extent specified therein.

## SECTION – 7
## SPECIAL CONDITIONS OF CONTRACT / REDEVELOPMENT CONDITIONS

### 7.1 PRECEDENCE OF SOCIETY / MEMBER ENTITLEMENTS

The redevelopment shall be undertaken strictly in accordance with the rights and entitlements of the Society and its Members as recorded in the Tender Documents, the final Member-wise Entitlement Statement and the Development Agreement.

No provision of the Development Agreement, construction plan, approval, financial arrangement or other Project document shall operate to reduce, dilute, postpone or otherwise adversely affect the agreed rehabilitation entitlement of any existing Member, except with the express written consent of the Society and the concerned Member, wherever applicable.

### 7.2 EXECUTION OF DEVELOPMENT AGREEMENT

The selected Developer shall execute and register the Development Agreement (“DA”) within the period specified in the Data Sheet from the date of issuance/acceptance of the Letter of Intent (“LOI”), subject to fulfilment of the conditions expressly specified in the Tender Documents.

The Developer shall not be entitled to postpone execution of the DA on the ground of financing, internal approvals, appointment of consultants or other matters within its control.

### 7.3 CONDITIONS PRECEDENT TO DA

The conditions precedent to execution of the DA shall be limited to those expressly identified in the Tender Documents and shall not include any condition requiring the Society to provide additional consideration, alter Member entitlements or otherwise amend the accepted commercial terms unless expressly approved by the Society.

### 7.4 BAR CHART / PROJECT IMPLEMENTATION SCHEDULE

Within the period specified in the Data Sheet from the date of issuance of the LOI / execution of the DA, as finally determined by the Society, the Developer shall submit a detailed Project implementation schedule/bar chart to the Society and PMC for approval.

The bar chart shall identify, at a minimum:

(a) design and planning;

(b) submission of applications;

(c) obtaining statutory approvals;

(d) execution of Member documentation;

(e) transit arrangements;

(f) vacation and possession;

(g) demolition;

(h) commencement of construction;

(i) plinth/foundation;

(j) structural construction;

(k) MEP and finishing;

(l) testing and commissioning;

(m) obtaining occupation/completion permissions; and

(n) handover of rehabilitation premises and common facilities.

7.5 BAR CHART TO BE CONTRACTUALLY BINDING

Upon approval by the Society/PMC, the Project implementation schedule shall form part of the Development Agreement and shall constitute a binding milestone schedule for the Developer.

Failure to achieve a material milestone within the prescribed period, other than due to an approved Force Majeure Event or other circumstance expressly recognised under the Development Agreement, shall constitute a Developer default.

7.6 APPROVALS

The Developer shall, at its own cost and responsibility, prepare and submit all plans, applications, drawings, documents and proposals required for obtaining approvals and permissions for the redevelopment.

The Developer shall diligently pursue all such approvals and shall provide the Society/PMC with copies of material applications, permissions, sanctions, notices and correspondence relating to the Project.

7.7 SOCIETY COOPERATION

The Society shall provide reasonable cooperation and execute such documents as may reasonably be required for obtaining Project approvals, provided that such documents are consistent with the Tender Documents, Development Agreement and the rights and interests of the Society and its Members.

The Society shall not be required to execute any document which creates an additional financial liability, reduces any Member entitlement, transfers any Society property right or materially prejudices the Society or its Members without its express approval.

7.8 NO BLANKET POWER OF ATTORNEY

Any power of attorney granted by the Society in favour of the Developer shall be strictly limited to acts necessary for implementation of the Project and shall not authorise the Developer to sell, mortgage, encumber, transfer or otherwise deal with the Society's title, Member rehabilitation premises or Society property except to the limited extent expressly authorised in writing and legally permissible.

7.9 TRANSIT ARRANGEMENTS BEFORE VACATION

The Developer shall not require any Member to vacate the existing premises unless the Developer has first complied with the applicable transit accommodation/rent obligations and such other conditions relating to vacation and possession as are specified in the Tender Documents and Development Agreement.

7.10 NO DEMOLITION WITHOUT CONDITIONS BEING SATISFIED

Demolition of the existing buildings shall not commence until the Developer has obtained all required permissions and complied with the conditions precedent specified by the Society, including arrangements for transit accommodation, execution of required Member documentation and other applicable statutory requirements.

7.11 MEMBER DOCUMENTATION

The Developer shall prepare, at its cost and in consultation with the Society's Legal Advisor, the prescribed documentation to be executed with Members, including Permanent Alternate Accommodation Agreements and/or such other documents as may be legally required.

The form of such documents shall be subject to prior legal review and approval by the Society and shall not contain provisions inconsistent with the Tender Documents or Development Agreement.

7.12 MEMBER CONSENT / DOCUMENTATION

The Developer shall not impose upon Members any additional condition, undertaking, waiver, release, indemnity or commercial obligation which is inconsistent with the Tender Documents, Development Agreement or approved Member entitlements.

7.13 POSSESSION OF EXISTING PREMISES

The Developer shall coordinate the process of vacation and handing over of existing premises in accordance with the agreed Project schedule. The Society shall not be required to procure possession from Members on behalf of the Developer beyond the reasonable assistance expressly contemplated under the Development Agreement.

7.14 DEMOLITION

The Developer shall be solely responsible for demolition of the existing structures after obtaining all necessary permissions and shall comply with all applicable safety, environmental, municipal and statutory requirements. All demolition debris, waste, materials and resulting liabilities shall be dealt with by the Developer at its own cost and responsibility.

7.15 CONSTRUCTION

The Developer shall construct the rehabilitation premises, Society premises, common areas and amenities strictly in accordance with the sanctioned plans, approved specifications, applicable laws and the standards specified in the Tender Documents.

7.16 CHANGE IN DESIGN / SPECIFICATIONS

No material change affecting the layout, size, carpet area, specifications, amenities or functionality of the rehabilitation premises or Society areas shall be made without prior written approval of the Society and, where applicable, the concerned Member.

Any change shall not reduce the agreed Member entitlement.

7.17 PMC SUPERVISION

The Society's PMC shall monitor the progress and quality of construction on behalf of the Society. The Developer shall provide reasonable access to the PMC for inspection, measurement, testing, verification and review of Project records.

PMC supervision shall not relieve the Developer of any contractual or statutory responsibility.

7.18 TESTING AND QUALITY CONTROL

The Developer shall conduct all tests required under applicable law, sanctioned plans, specifications and good construction practice and shall provide the Society/PMC with copies of material test reports and quality-control records.

7.19 DEFECT LIABILITY PERIOD

The Developer shall remain responsible for rectification of defects, deficiencies, leakage, seepage, structural defects, workmanship defects, installation defects and other deficiencies arising during the Defect Liability Period specified in the Tender Documents and Development Agreement.

The Developer shall rectify such defects at its own cost within the period reasonably specified by the Society/PMC.

7.20 FAILURE TO RECTIFY DEFECTS

If the Developer fails to rectify a notified defect within the prescribed period, the Society may, after giving the Developer reasonable notice, undertake or arrange such rectification and recover the reasonable cost from the Developer and/or invoke the applicable security, without prejudice to other rights and remedies.

7.21 COMPLETION

The Developer shall be responsible for obtaining all permissions, certificates and approvals required for lawful occupation and use of the rehabilitation premises, Society premises and common facilities.

7.22 HANDOVER

The Developer shall hand over the completed rehabilitation premises and Society areas in a completed, lawful and usable condition, together with applicable approvals, plans, warranties, manuals, test certificates and other Project records.

7.23 SOCIETY HANDOVER DOCUMENTS

Require:

sanctioned plans;
approved drawings;
occupation certificate;
completion certificate;
fire approvals;
lift certificates;
electrical approvals;
structural certificates;
warranties;
equipment manuals;
as-built drawings;
statutory records;
maintenance documents.

The Developer shall provide the Society with complete Project documentation at or before handover, including sanctioned and as-built drawings, approvals, certificates, warranties, manuals, test reports and other documents reasonably required for operation and maintenance of the completed Project.

7.24 COMPLETION DOES NOT EXTINGUISH LIABILITIES

Issuance of an Occupation Certificate, possession or handover shall not release the Developer from its continuing obligations relating to defects, warranties, indemnities, statutory compliance, outstanding payments or other obligations which by their nature survive completion.

7.25 DELAY

Time shall be of the essence in respect of the Developer's material obligations and Project milestones, subject only to extensions expressly permitted under the Development Agreement.

Any delay attributable to the Developer shall entitle the Society to exercise the contractual remedies specified in the Tender Documents and Development Agreement, including liquidated damages, invocation of securities, recovery of additional costs, continuation of transit obligations and, where applicable, termination.

7.26 FORCE MAJEURE

"Force Majeure Event" means an event beyond the reasonable control of the affected party which could not reasonably have been prevented or mitigated and which materially prevents performance of the affected obligation, including only such events as are expressly recognised in the Development Agreement.

For avoidance of doubt, shortage of funds, financing difficulties, increase in construction costs, contractor/subcontractor default, labour or workforce issues attributable to the Developer, failure to obtain financing, commercial difficulty, market conditions or lack of profitability shall not constitute Force Majeure.

7.27 NOTICE OF FORCE MAJEURE

The Developer shall notify the Society in writing within ___ days of becoming aware of the alleged Force Majeure Event, providing reasonable details of the event, its anticipated impact, mitigation measures and expected duration. Failure to provide timely notice may disentitle the Developer from claiming an extension to the extent the Society is prejudiced by such failure.

7.28 MITIGATION

The Developer shall take all reasonable steps to mitigate the effects of any Force Majeure Event and shall continue performance of all obligations not directly affected by such event.

7.29 TERMINATION — SOCIETY'S RIGHTS

The Society should have termination rights for:

failure to commence;
prolonged delay;
failure to maintain PBG;
failure to pay transit rent;
insolvency;
abandonment;
material breach;
unauthorised assignment;
encumbrance;
false representation;
regulatory disqualification;
persistent failure to meet milestones.

The Society shall be entitled to terminate the Development Agreement upon occurrence of any Developer Event of Default specified therein, subject to the notice and cure mechanism prescribed under the Development Agreement, except where immediate termination is expressly permitted due to the nature of the default.

7.30 TERMINATION FOR PROLONGED DEFAULT

Without prejudice to other remedies, persistent or prolonged failure by the Developer to perform material Project obligations despite notice and opportunity to cure shall constitute grounds for termination.

7.31 TERMINATION — DEVELOPER

The Developer shall not be entitled to terminate the Development Agreement merely by reason of commercial unviability, increase in project costs, financing difficulties, reduction in expected profitability, market conditions or any change in its commercial assessment of the Project. Any termination right available to the Developer shall be limited to expressly defined circumstances under the Development Agreement.

7.32 STEP-IN / REPLACEMENT DEVELOPER

Upon termination arising from a Developer Event of Default, the Society shall be entitled, subject to applicable law, to appoint another developer/developer entity or adopt such alternative redevelopment mechanism as the Society considers appropriate for completion of the Project. The outgoing Developer shall cooperate in transition and shall hand over all Project documents, approvals, drawings, plans, records, data and other materials relating to the Project.

7.33 NO OBSTRUCTION AFTER TERMINATION

Upon termination, the outgoing Developer shall not obstruct, prevent or delay the Society or its nominee/replacement developer from proceeding with the Project or exercising its rights in relation to the Society's property, subject to applicable law.

7.34 HANDOVER UPON TERMINATION

The Developer shall, upon termination, promptly hand over to the Society all Project records, approvals, drawings, plans, designs, technical information, statutory documents, permissions, contracts and other Project-related materials in its possession or control, subject to the Society's rights under the Development Agreement and applicable law.

7.35 SECURITY AFTER TERMINATION

Termination shall not automatically result in release of the PBG, Security Deposit or other securities. The Society shall be entitled to retain and/or invoke such securities to the extent necessary to secure or recover amounts, losses, costs or liabilities arising from the Developer's default, subject to the terms of the Development Agreement and applicable law.

7.36 NO THIRD-PARTY RIGHTS

The Developer shall ensure that no contractor, lender, investor, joint venture partner or other third party is granted any right or interest that prevents or prejudices the Society from exercising its termination, replacement or other contractual rights.

7.37 INSOLVENCY / NCLT / FINANCIAL DISTRESS

Any insolvency proceedings, admission of a corporate insolvency resolution process, liquidation, winding-up, material enforcement action by creditors or other event materially affecting the Developer's ability to perform the Project shall constitute an event requiring immediate disclosure to the Society and shall be dealt with in accordance with the termination and replacement provisions of the Development Agreement and applicable law.

7.38 CHANGE IN CONTROL

Any change in control of the Developer which materially affects its financial or technical capacity to perform the Project shall require prior written disclosure to and, where specified in the Development Agreement, approval of the Society.

7.39 SOCIETY'S REMEDIES CUMULATIVE

All rights and remedies of the Society under the Tender Documents and Development Agreement shall, unless expressly stated otherwise, be cumulative and shall not exclude any other contractual or legal remedy available to the Society.

7.40 NO WAIVER

Failure or delay by the Society in exercising any right or remedy shall not constitute a waiver of that right or remedy.

7.41 DISPUTE DOES NOT SUSPEND DEVELOPER OBLIGATIONS

Unless otherwise directed by the Society or required by applicable law, the existence of any dispute between the Developer and the Society shall not entitle the Developer to suspend or discontinue its undisputed obligations, including payment of transit rent, maintenance of securities, compliance with safety requirements and protection of the Project and Member interests.

**7.42 SPECIAL CONDITIONS**

1. The Special Conditions of Contract are to be read in conjunction with General Conditions of contract. If there are any variations or discrepancies or conflicting provisions, the provisions in Special Conditions shall take precedence Over the provisions in the General Conditions of Contract. In the event of any inconsistency between the Special Conditions, General Conditions, Tender Documents, Commercial Bid, accepted offer and any other document forming part of the Tender, the provision which affords greater protection or benefit to the Society and/or its Members shall prevail, unless otherwise expressly agreed in writing by the Society. No provision of the Tender shall be interpreted in a manner which reduces or prejudices any right, entitlement, security or protection expressly granted to the Society and/or its Members.

2. In the due course of process for Redevelopment, Developer shall submit all the plans and other documents for approval of Society through PMC and every approval shall be done by Society in it’s General Body Meeting/ Redevelopment Committee Meeting with the due consultation of Project Management Consultant. All plans, designs, specifications, area statements, FSI calculations, TDR calculations, rehabilitation layouts, sale layouts, parking plans, amenity plans and other material Project documents shall be submitted by the Developer to the Society and PMC sufficiently in advance for review and approval. The Developer shall not submit any material plan, drawing or proposal to NMMC, CIDCO or any other authority which materially affects the Society's rehabilitation component, Members' premises, common areas, amenities, parking, open spaces or the Society's rights without obtaining the prior written approval of the Society in accordance with the decision-making mechanism agreed under the Development Agreement. Approval by the Society/PMC shall not relieve the Developer of its responsibility for the correctness, completeness, statutory compliance, technical feasibility or execution of such plans.

3. **<u>Development Agreement between the Society& the Developer</u>**

   The BIDDER whose BID is accepted, shall enter into a Development agreement (DA) with the Society and register the same with the Sub-Registrar of Assurances within a period as specified or by such mutually extended period from the date of appointment letter being issued, containing mutually agreed terms and conditions including those, mentioned in the entire BID documents. The BIDDER, his Legal representative, Executors, Administrators etc. shall be bound for full and complete execution of the Redevelopment Agreement. The BIDDER whose BID is accepted shall be required to present in person at the office of Society after the issue of the Resolution to execute and register the Development agreement in the proper form. Failure to furnish the Security deposit or to execute and register the agreement within the time specified shall constitute a breach of contract, in which case, the Earnest Money Deposit accompanying the BID shall be forfeited by the Society as liquidated damages for such default. This will be without prejudice to Developer being liable for any further loss or damage incurred in consequence by the Society and the deemed termination of such selection and appointment and withdrawal, cancellation and revocation of the appointment letter. The Development Agreement shall incorporate the final accepted commercial offer, the Tender Documents, accepted clarifications/corrigenda, the Member entitlements, FSI/development potential arrangements, security package, project timelines, PAAA requirements, temporary accommodation obligations and all other material terms agreed with the Society. The Developer shall not seek to introduce any term in the Development Agreement which has the effect of reducing, qualifying, postponing or otherwise adversely affecting the benefits offered by it in its accepted Bid, except with the express written approval of the Society. Execution of the Development Agreement shall not by itself confer any ownership interest in the Society's property upon the Developer. The Developer shall receive only such development rights and licence to enter upon the property as are expressly granted under the Development Agreement.

4. **Documents consisting the Development Agreement**

- Agreement Documents ( Legal & Technical)
- Original Bid Document
- Correspondences & amendments, if any.
- Work order resolution of the Society
- Letter of Intent
- Terms related to Insurances
- Agreements for purchase of TDR FSI in the name of the Society
- Time limit for sanction and approval of loans by way of Full I.O.D., commencement of work at site by issuance of Commencement Certificate, completion of the project with issuance of Full Occupation Certificate and handing over of new premises to each member of the Society.
- Performance Bank Guarantee/charge on security premises
- Existing members entitlement table
- Existing members New Area Floor Plan.
- All proposal plans & sections
- Any other documents which may be considered necessary in the interest of the Society Members.
- Time Limit for PAAA.

5. **New FSI and Approval of Layout Plans by the Society/ PMC**

The Developer shall utilize/purchase all available FSI and load the same on the plan approved by the Society & PMC. The proposed layout plan will be submitted to the PMC and Society for approval. The proposed layout plan will be checked for the authentication of the area of each and every flat with reference to the offer agreed by the Developer. The Society/ PMC may recommend changes alteration or entire renewal of the plans and the same shall be done by the Developer at his own cost to the entire satisfaction of the Society / PMC.

6. **Utilization of Redevelopment potential**

The Developer shall be entitled to utilise only such redevelopment potential as is expressly allocated to the Developer under the accepted Commercial Bid and Development Agreement after first providing in full for all rehabilitation entitlements, Member benefits, common areas, amenities, parking and other obligations of the Society. No additional FSI, TDR, Ancillary FSI, fungible FSI, incentive FSI or other development potential which becomes available after the date of the Bid shall automatically form part of the Developer's free-sale entitlement. Any additional FSI and/or development potential arising or becoming available by reason of any change in law, change in policy, amendment to UDCPR, Government notification, circular, order, concession, relaxation, incentive, benefit, scheme or any other Government/statutory action shall be dealt with in accordance with Clause 16 below and shall be shared between the Society and the Developer in the agreed ratio. The Developer shall not divert, transfer, assign, monetize, encumber or otherwise deal with any FSI/development potential belonging to or earmarked for the Society or the Project for any other project or third party. Any FSI/TDR/development potential purchased or procured in the name of the Society shall remain the property/benefit of the Society and shall be used only for the Project, except where otherwise expressly agreed in writing by the Society.

7. **Performance Bank Guarantee & Indemnity Bond.**

The Developer shall provide Bank Guarantee from a Nationalized Bank for an amount and manner as mentioned in the Instruction to Bidder. The Performance Bank Guarantee shall be unconditional, irrevocable, payable on demand and valid for the entire period stipulated in the Tender and Development Agreement, including such extensions as may be necessary to secure the Developer's obligations. The Developer shall ensure that the PBG is renewed/extended at least 30 days prior to its expiry where the relevant obligations of the Developer remain outstanding. Failure to maintain a valid PBG shall constitute a material breach. The PBG shall not be released merely upon substantial completion and shall be released only in accordance with the express release mechanism under the Development Agreement after satisfaction of the Society that the Developer has duly performed the secured obligations.

8. **Approval of plans from NMMC.**

The proposed plans for the new buildings will have to be approved by the Society. The plans approved by the Society will be submitted by the Developer with the loaded FSI/ TDR FSI for approval to NMMC as is required for this nature of works.

Note: The Developer shall obtain the Full CC from NMMC, load the full permissible FSI in the name of the Society and make payment of full Premium towards obtaining Ancillary/ compensatory FSI/ GRIHA Incentive before asking existing members to vacate their respective flats for demolition.

## 9. Permanent Alternate Accommodation Agreement with all the Members

Upon receipt of Commencement Certificate, a Permanent Alternate Accommodation agreement / Individual agreement (PAAA) with all the existing members shall be entered into for their new entitlement, stating the new actual carpet area to be provided with a copy of the duly approved floor plans being annexed hereto, the hardship compensation, new parking spaces etc. The stamp duty and registration charges of PAAA, shall be borne and paid by the Developer as per Rules, with all other necessary terms & conditions as per the Development Agreement. The Developers shall also pay the T.D.S., G.S.T., capital gain tax, etc. on the entire premises being provided free of costs and the monetary compensation payable to each member of the Society. The PAAA shall clearly and unambiguously record the Member's permanent rehabilitation entitlement, carpet area, floor, premises number, parking entitlement, specifications, amenities, temporary accommodation/displacement compensation, hardship compensation, timelines and all other agreed benefits. No Member shall be required to execute a PAAA containing terms inconsistent with the Tender Documents, accepted Commercial Bid or Development Agreement. Any modification to the standard form of PAAA which materially affects the rights or obligations of Members shall require prior approval of the Society.

**10. Shifting to Temporary Accommodation**

The existing members shall be paid Monthly Displacement compensation, brokerage, Registration & stamp duty charges of Leave & License agreement and to and from shifting charges etc. as per the rate and amount specified at **Exhibit "B"** of this document. The first year's temporary accommodation compensation shall be paid by one consolidated Cheque for the entire year and postdated cheques shall be issued for the balance construction period, for 6 months or yearly basis to each member/occupant, at the time of each member/occupant signing the PAAA and vacating his/her/their respective premises. The Developer shall ensure that the entire amount payable towards temporary accommodation, brokerage, shifting charges and other agreed displacement-related payments is actually received by the concerned Member before such Member is required to vacate, in accordance with the agreed mechanism. Any delay in payment of temporary accommodation compensation shall constitute a material default by the Developer and shall entitle the Society to exercise the remedies provided under the Development Agreement, without prejudice to the Member's independent rights under applicable law. The temporary accommodation obligations shall continue until valid possession of the Member's new premises is offered in accordance with the Tender and Development Agreement and all conditions for possession have been satisfied.

**11. Condition for Vacating Premises**

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

a) Sign the Development Agreement jointly with the Society and register, individual member agreements with all the members of the Society (Permanent Alternate Accommodation Agreement or PAAA).
b) Submit the building plans to the Society and get the same approved by the General Body of the Society, after incorporating the members' suggestions, if any.
c) Obtain necessary clearances, permissions & NOCs from concerned authorities such as CIDCO, Civil Aviation NOC. MOEF NOC etc.
d) Obtain approval of the plans and Commencement Certificate from NMMC for the entire permissible FSI potential.
e) Purchase premium FSI in the name of the Society.
f) Honour the financial commitments to the Society, as per the requirement mentioned elsewhere in this document and deposit/pay with the Society the professional fees and charges payable to the Society-appointed consultants in accordance with the applicable terms of engagement, whereupon the Society shall make payment to the respective consultants as specified in the Commercial Bid.
g) Developer shall sign, execute and register Permanent Alternate Accommodation Agreement with each Member of the Society.
h) Any other compliance as required under law prior to vacating the premises.

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

i. Procure complete insurance as specified elsewhere in this document
ii. Provide Security Deposit & Performance Bank Guarantee of the specified amount to the Society before DA.
iii. Submit a detailed schedule of demolition and construction work along with stages of Approvals & Loading FSI until obtaining Occupancy Certificate (OC) to the Society. Demolition of existing structures/ Construction of the proposed buildings

shall commence only after the plot is vacated by the Society.
The Developer shall not demolish any existing structure until all pre-vacation conditions have been satisfied and vacant possession has been formally recorded in writing by the Society.

**MahaRERA**

i. After obtaining the Possession of the Vacant Buildings of the society in the manner stated herein the Developer shall demolish the existing structures and immediately register the project with the Maharashtra Real Estate Regulatory Authority (MahaRERA).

ii. The Developer shall comply with all applicable provisions of RERA and the rules/regulations made thereunder and shall provide the Society with copies of all material filings, registration details and relevant updates.

iii. Upon Register the project with the Maharastra Real Estate Regulatory Authority (MahaRERA), the developer shall share the MahaRERA registration number and project portal link with the society.

**12. <u>Obtaining the Commencement Certificate</u>**

After execution of the Development Agreement the Developer shall make necessary application and obtain Commencement Certificate. The Developer shall make such application promptly and shall obtain the Commencement Certificate within the time stipulated in the approved Project Schedule. Any delay attributable to the Developer, its consultants, contractors, financiers or agents shall not entitle the Developer to reduce or modify the Society's agreed benefits.

**13. <u>Completion of Construction and obtaining full Occupation Certificate.</u>**

i. The Developer shall complete the construction of the new building as per approved plans and make application for obtaining the Full occupation certificate along with permanent water connections, permanent electricity connections, and permanent gas connection. Upon receipt of all approvals along with the Full occupation certificate, the developer shall send a notice to the Society, for existing members for handing over possession of the newly constructed flats. Till the time of 30 days granted to the members/occupants to avail of the physical possession of the new premises from the date of receipt of such notice by the Member/occupant from the Developers, the Developers shall be liable to p ay the Monthly Displacement Compensation. The Society shall pay the property taxes and other outgoings till vacation of the said entire property. Thereafter till the expiry of the said 30 day time period issued to the members/occupants to avail of physical possession of the new premises, the Developers shall pay the same. The Developer shall not issue a possession notice unless the relevant premises are legally fit for occupation and all required approvals, permissions, statutory certificates, permanent utilities and essential common facilities are operational. If possession is delayed or the premises are not legally/physically ready for occupation, the Developer's obligation to pay Monthly Displacement Compensation shall continue until valid possession is actually offered and accepted in accordance with the Development Agreement.

ii. The entire building layout plans required to be submitted to the NMMC or any other authorities for the Reconstruction in respect of Redevelopment of entire property of Society shall be approved by the General Body of the Society. Any amendments/additions/alterations to the said plans as per the requirements of Development Control Regulations or any other statutory body shall also be approved by the General Body of the Society. In any case, the Developers shall not be permitted or entitled to amend the plans concerning the members' new premises, open spaces, parking spaces, location, area, floor and unit numbers of the new premises of all the members/occupants and shall require the prior written consent of the Society General Body but as far as the saleable premises are concerned, the Developers shall be entitled to amend the same, as they may deem fit and proper. Notwithstanding the foregoing, no amendment to the sale component shall be permitted if such amendment adversely affects the Society's rehabilitation component, FSI utilization, parking, common areas, open spaces, amenities, access, fire safety, structural safety, development potential or any other right or entitlement of the Society and/or its Members.

**14. Indemnity Bond.**

The Developer shall indemnify, defend and keep indemnified the Society, its Members, office bearers, committee members and consultants against all claims, losses, damages, liabilities, penalties, costs and expenses arising out of or relating to: (a) breach of the Tender Documents or Development Agreement;

(b) acts or omissions of the Developer, its contractors, consultants, employees, agents or representatives;

(c) construction activities and site-related accidents;

(d) statutory, labour, tax, environmental, fire, safety or regulatory violations attributable to the Developer;

(e) third-party claims arising from the Developer's activities;

(f) unauthorized encumbrance or third-party rights created by the Developer;

(g) claims relating to the Developer's sale component; and

(h) any loss caused to the Society or its Members due to the Developer's negligence, wilful misconduct, fraud, misrepresentation or breach.

The indemnity shall survive expiry or termination of the Development Agreement to the extent necessary to protect the Society and its Members against claims arising from acts or omissions occurring during the Developer's tenure.

**15. Time Schedule for Completion.**

The Developer shall note the following time schedule for various compliances and follow the same:

| Sir. No. | Description | Time |
|---|---|---|
| 1. | Signing and registration of Redevelopment Agreement | 02 Months from Issue of Letter of Intent. |
| 2. | Submission of Bar Chart | 03 Months from Issue of Letter of Intent. |
| 3. | Obtaining full TDR, Full Ancillary FSI, GRIHA Incentive loaded in the name of Society. | Within 03 months from the date of LOI or as mentioned herein or mutually extended period for Development. |
| 4. | Obtaining Commencement Certificate | Within 06 months from the date of issuance of Letter of Intent. |
| 5. | Executing Individual / PAAA with Members of Society including registration | Within 03 Months from the date of issuance of Commencement Certificate. |
| 6. | Payments of Monthly Displacement Compensation, Brokerage, deposits, hardship compensation allowance, shifting charges as per agreed terms. | On execution of PAAA and/or simultaneously of vacating the flat. |
| 7. | Submission of Performance Bank Guarantee & Indemnity Bond to the Society | On or before execution of Development Agreement |
| 8. | Vacation of flats by the society members | Within 30 days after signing of PAAA and on receipt of compensation for Temporary Accommodation. |
| 9. | Construction of the Site office & Society office | 02 months from the date of receipt of Commencement Certificate. |
| 10. | Contractors All Risk Policy" (CAR) policy and labour license | 15 days before the date of the Commencement of work at site |
| 11. | Full Occupation Certification (Full OC) | 48 months from the date of handing over the possession of project to the Developers. |
| 12. | Defect Liability Period (DLP) | Defect Liability Period shall be Five (05) years from the date of Full OC. |

## 16. Future Benefits and Changes in Rules Regulations.

Prior to obtaining the Full Occupation Certificate, if there is any change in the policy of NMMC, CIDCO, Government of Maharashtra, UDCPR or any other applicable law, rule, regulation, notification, circular, scheme, concession, relaxation or order of any competent authority whereby the development potential of the Project is increased, including FSI, TDR, Ancillary FSI, fungible/compensatory FSI, incentive FSI or any other development potential or benefit by whatever name called, such additional development potential shall be treated as a Project benefit and shall not automatically vest exclusively in the Developer. The Developer shall disclose the availability of such additional development potential to the Society immediately upon becoming aware of the same and shall provide complete details and supporting documents. After deducting only the actual, reasonable, necessary and duly substantiated direct costs, premiums, statutory charges and expenses directly incurred for obtaining or securing such additional development potential, the net benefit arising therefrom shall be shared between the Society and the Developer in the ratio of 50 : 50 (Society : Developer). No indirect overheads, administrative costs, internal management charges, financing costs, profit margins or other indirect expenses shall be deducted unless expressly approved in writing by the Society. The Society and its PMC/consultants shall have the right to verify and audit the costs claimed by the Developer. The Developer shall not sell, transfer, mortgage, monetise, utilise or otherwise deal with any such additional development potential until the Society's entitlement under this Clause has been determined and appropriately secured/recorded. The mechanism for utilisation, monetisation or allocation of such additional development potential shall be mutually documented and incorporated into the Development Agreement and/or an appropriate supplemental document. This same clause should also be cross-referenced in Clause 6 and Clause 19.

**17. Possession of New Area (Saleable Area).**

The Developer is not allowed to hand over the sale premises to the respective buyers till the Developer has first handed over possession of the new flats and car parking spaces to the existing members of the Society upon receipt of the Full Occupation Certificate.

The Society shall not enroll the new members, who purchased units from the Developer, until the Developer complies with all the terms & conditions of Development Agreement and the Developer hands over possession of the new flats and car parking spaces to the existing members of the Society upon receipt of the Full Occupation Certificate as stated above. On handing over of the charge and management of the new Building and fully redeveloped property by the Developers to the Society, the Society shall consider the grant of membership to the unit holders of developer's share, subject to the payment of voluntary contribution to the Society by each premises acquirer for each premises acquired in proportion to the then existing Sinking Fund and Building repair fund of the Society and subject to the paid up capital of the Society being increased by the Developers at their costs, till then. The Purchasers of Sale Units of the Developer will be admitted and inducted as members of the Society without any demur & protest, in accordance with the bye- laws of the Society, in the new buildings on the Developer complying with all his obligations agreed to in the Redevelopment Agreement and completing the Redevelopment project in all respect subject to handing over of the members new Premises along with new car parking spaces. The Developer shall not be called upon to be admitted as a member of the society in respect of unsold free sale area till a period of Six months from date of Occupation Certificate (OC). Admission of purchasers of the Developer's sale component shall be subject to applicable law, the Society's registered bye-laws and fulfilment of the Developer's obligations under the Development Agreement. The Developer shall ensure that its purchasers are informed that their rights are subject to the Society's rights under the Development Agreement and applicable law.

**18. <u>Defect Liability Period (DLP).</u>**

The Developer shall be responsible for rectification of defects noticed in any component of the entire project during the period of 5 (five) years from the date of handing over possession of the new flats and car parking space to the members along with Full Occupation Certificate. The Security deposit shall be retained by the Society for securing the Society during the "Defect Liability Period". During the defect liability period, the Developer shall be responsible for making good & remedy at his own expenses any defect which may develop or may be noticed before the expiry of DLP. If the Developer fails to rectify the defects as per the terms & conditions of the Redevelopment Agreement, the Society shall be entitled to utilize the Security Deposit to the extent of an amount equivalent to the cost involved and incurred in rectifying the defects. The Developer shall however reimburse the Security Deposit exhausted until the end of 'Defect Liability Period' and also the Developer shall be liable to deposit further amount with the Society, incurred on rectification of defects during the said period. The Developer shall commence rectification immediately upon receipt of notice and shall complete rectification within the period specified by the Society/PMC having regard to the nature and urgency of the defect. In case of defects affecting health, safety, habitability, water ingress, essential services or structural integrity, the Developer shall take immediate remedial measures without waiting for the expiry of any general rectification period.

The end of the Defect Liability Period (DLP) of 5 years as stated above, the developer shall be entitled to claim 50% of the security deposit and remaining 50 % of the security deposit shall be released by the Society to the Developer after successful completion of 10 years warranty period for waterproofing works etc., as stated in the below paragraph. Release of any portion of the Security Deposit shall be subject to there being no outstanding defects, claims, liabilities or unresolved obligations of the Developer.

For waterproofing work in Bathrooms/ kitchen/ Terrace/ water body and leakage and seepages in the new buildings, the Developer shall provide a 'Warranty' for a period of 10 years from the date of Full Occupation Certificate . The 10 years waterproofing warranty shall be separate from and in addition to the general Defect Liability Period.

**Note:** Any defects or failure during this DLP shall be rectified by the Developer within one week of intimation in writing. For urgent defects affecting safety, habitability, essential services or causing continuing damage, the Developer shall immediately take emergency remedial measures. If the same is not carried out in the stipulated time, the Society shall have the right to get it repaired through any other agency, entirely at the risk and cost of the Developer. The Society shall also be entitled to recover such costs from the Security Deposit and/or invoke the PBG, without prejudice to its other contractual and legal remedies.

## 19. <u>Basic terms and conditions of the projects</u>

The Society shall grant to the Developer and the Developer shall acquire from the Society, sole and exclusive development rights on principal-to-principal basis and not as agent of the Society to carry out and complete the Re-development by demolishing of the existing buildings. The development rights granted to the Developer shall be limited, conditional and contractual rights for the purpose of implementing the redevelopment and shall not constitute any sale, transfer or conveyance of the Society's land or ownership interest. Hence the entire construction program shall be as follows:

- The Developer has to get all other necessary permissions from the concerned authorities.
- The entire procedure of getting Property Card shall be in the name of society.
- Any additional FSI/TDR/Ancillary FSI/GRIHA Incentive, fungible/compensatory FSI or other development potential arising out of modification, amendment or re-enactment of UDCPR, change in law, Government policy, notification, concession, relaxation, incentive, benefit or scheme shall be dealt with in accordance with Clause 16 of these Special Conditions and shall be shared between the Society and the Developer in the agreed ratio of ___ : ___ after deduction of actual, reasonable, necessary and duly substantiated direct costs incurred for obtaining the same..
- The Developer shall prepare & submit tentative floor/building plans in respect of the new buildings to the Society for its approval before submission to the NMMC for approval for obtaining IOD/permission from MOEF. No plan shall be submitted to any authority which materially affects the Society's or Members' entitlements without prior written approval of the Society.
- The Society shall vacate and hand over the property only after fulfilment of all conditions precedent specified in the Tender and Development Agreement, including execution and registration of the DA and PAAA, provision of the required securities, payment/provision of temporary accommodation and other agreed amounts, requisite approvals, insurance, and satisfaction of the Society/PMC regarding readiness for commencement of redevelopment.
- The individual members shall arrange for the shifting from both ways i.e. to & fro of the individual members as per the terms and conditions of the Development Agreement based on the shifting and brokerage to be paid by the Developers.
- The Existing member’s new flats and developers Sale units completed shall be within the same building and no isolated separate structures for rehabilitated and sale units shall be allowed at all. The Developer shall not materially differentiate the structural quality, common facilities, safety systems, access, lifts, façade, finishes or other material specifications applicable to the rehabilitation premises from those applicable to the corresponding sale component, except where expressly approved by the Society.
- The Developer shall bear all the expenses towards water supply, under-ground drainage, Lifts, D.G Set etc., installation of power sub-station, if required, as specified by the Authority at the time of disconnection and reconnection. All costs required to make the new premises and common areas fully functional and compliant for lawful occupation shall be borne by the Developer to the extent expressly allocated to it under the Tender and Development Agreement.
- If any Stamp Duty or additional registration or other charges are to be paid to the NMMC, State Government or any of the approving local authorities then the share that would be required to be paid by the existing members and or the Society due to any reason whatsoever, shall be borne and paid fully by the Developer and the existing members and or Society shall not be liable to pay any part thereof. No statutory liability legally imposed upon the Society by a competent authority shall be contractually transferred contrary to law; however, to the extent legally permissible, the Developer shall bear/reimburse all such amounts expressly agreed to be borne by the Developer under the Tender and Development Agreement.
- The Developer has to bear the expenses for disconnection of the electricity meters and providing new electricity connection and meters of MSEDL for the existing members.

- The Developer shall provide connections for Mahanagar Gas Limited PNG cooking gas, Internet and Telephone lines to each of the existing members at Developer's cost.
- The Developer shall try to construct the project and make effort to cause the Building to be "green" and/or environmentally friendly, following the Necessary Norms required for a green building.

## 20. <u>Offer to the Society</u>

- Percentage of additional free carpet area over and above the existing carpet area to be offered to each member, based on existing usable carpet area mentioned in the Bid document. The Developer shall also pay the stamp duty, registration charges & GST charges on the additional free area and monetary compensation as offered by him to the existing Society members. Offer shall be made in the prescribed form as per **Exhibit "F"** in a separate sealed envelope keeping confidentiality. The commercial offer submitted by the Developer shall be unconditional and binding and shall form part of the Development Agreement upon acceptance. The Developer shall not subsequently reduce, qualify, modify or withdraw any Member benefit offered in its Commercial Bid.
- Total numbers of parking to be provided to the Society and its existing members in the stilt/ covered/ basement/ podium. Number of parking per unit of existing members shall be based on the Carpet area of each unit and as per the regulations & byelaws, subject to minimum of one Car parking space for each existing member. The

Developer shall also make provisions for visitors Car & Scooter parkings as per prevailing rules and regulations permissible in UDCPR. The final parking entitlement shall be expressly recorded in the Member-wise entitlement statement and PAAA.

- The Developer shall provide all common facilities and amenities minimum as per the details mentioned in **Exhibit "D".** The lists provided under Exhibit D is not a comprehensive list and is merely a basic requirement provided. Builders shall provide all common facilities which are essential for a project of this magnitude keeping present trends of standard of living in perspective.
- The Developer shall register the project with Maharashtra Real Estate Regulation Authority (MAHARERA) and shall abide by the provisions contained there under. The Developer shall be solely responsible for all RERA registrations, disclosures, filings, compliances and obligations legally attributable to it and shall keep the Society informed of material RERA proceedings or notices relating to the Project.
- The commercial offer submitted by the Developer shall be binding on the Developer and no reduction or changes in the same shall be allowed due to increase in the rates of FSI, Premium FSI and/ or construction cost, taxes etc. in future or any other matter whatsoever. This shall also apply to any increase in labour costs, material costs, financing costs, statutory premiums, approval costs, construction costs, taxes, duties, levies or other Project costs, except to the extent expressly provided otherwise in the Tender or Development Agreement. No such increase shall reduce the Society's or Members' agreed carpet area, monetary benefits, corpus, compensation, amenities, parking or any other entitlement.

**21. <u>Society's decision to be Final.</u>**

The decisions of the Society on all matters pertaining to this project including scrutiny of designs, supervision of works, quality control etc. during the project including with regards to any delay, defect or deficiency, termination and physical possession shall be binding on the Developer. The Society shall however notify the basis of arriving at such decision to enable the Developer to remedy the same. The Society will also seek the opinion of its financial project and/or legal consultants depending upon the situation. The Developer shall ensure that there should not be any inconvenience; nuisance to the occupants/neighborhood in and around the complex till the newly constructed building is handed over by him to the Society. The Society's rights under this Clause shall be exercised through its authorized representatives, General Body/Managing Committeeas applicable under the Society's bye-laws and the Development Agreement. Any technical direction issued by the PMC shall be binding on the Developer unless withdrawn or modified by the Society. Nothing in this Clause shall prevent the Developer from raising a bona fide contractual dispute in accordance with the dispute-resolution mechanism under the Development Agreement.

**22. <u>Society's Obligations.</u>**

a) The Society shall, subject to applicable law and its bye-laws, provide reasonable cooperation and execute necessary letters, applications and authorisations required for implementation of the Project, provided that the same do not create any additional liability, encumbrance or obligation upon the Society or its Members or prejudice any right of the Society. The Society shall not be obliged to sign any document creating or acknowledging any mortgage, charge, lien, third-party interest or other encumbrance over the Society's property or Members' rehabilitation premises..

b) The Society shall provide copies of documents reasonably available with it and relevant to the Project, subject to confidentiality and without giving any representation that such documents constitute an exhaustive record of the title or development status. The Developer shall independently verify the documents and records with the concerned authorities.

**23. <u>The Project Management Consultant (PMC).</u>**

The Project Management Consultant shall perform specific Tasks on behalf of the Society. The Developer needs to act upon any instructions issued by the PMC as authorised by the Society. For the construction of the proposed buildings, the Society/ PMC may issue instructions to the Developer from time to time concerning the quality and progress of work and the Developer shall be bound by such instructions and comply immediately. Such instructions may be for the following purposes:

a) Correction/ modification that may be required on various design to be performed by the Developer.
b) Non provision of required inputs from the Developer.
c) Any additional testing of materials or works
d) Rejection and ordering removal of inappropriate materials or works executed.
e) Opening up for inspection any work already covered up

f) Identification of any defect and rectification thereof
g) Rectify deviations in specifications or quality of work
h) Lapses/deficiencies in provisions for safety
i) Progress of work and delays

The Developer shall maintain complete records, test reports, inspection reports, material approvals, site photographs, progress reports and other documentation required by the PMC/Society. The Developer shall provide unrestricted reasonable access to the Society, PMC and its authorized consultants for inspection and monitoring of the Project. Inspection, approval or certification by the PMC shall not relieve the Developer of its responsibility for the quality, safety, design, workmanship or statutory compliance of the Project.

The Society/ PMC may issue instructions through site reports/ memos, visit reports, emails or correspondence. However, PMC's correspondence shall be limited to the site instructions only. All other contractual correspondence shall be between the Society and the Developer. Any instruction affecting Member entitlements, commercial terms, development rights or the Development Agreement shall be issued only by the Society or its duly authorised representative.

The PMC shall act as a technical advisor to the Society. The Society or the PMC shall neither substitute any function/s of the Developer's site personnel or his consultants nor shall he be responsible for the same. The Developer shall remain solely responsible for all construction, engineering, architectural, statutory and site-management functions notwithstanding any inspection, review or certification undertaken by the Society or PMC.

**24.** **<u>Internal Amenities</u>**

As regards the internal amenities and materials to be used the developer shall use identical amenities and materials in the existing member's flats & in the saleable flats and the same will be of the best material available. The amenity list, name of the Company brand name and the price range shall be as identified and approved by the Society. The specifications contained in this Section and Exhibit "D" shall constitute minimum specifications. The Developer shall not substitute any specified material, brand, model or system with an inferior product. Any proposed substitution shall require prior written approval of the Society/PMC and shall be of equal or superior quality, performance and durability. All materials and equipment shall carry applicable manufacturer warranties, and the Developer shall pass on all transferable warranties to the Society and/or Members, as applicable. The Developer shall provide identical or equivalent standards of structural quality, safety systems, waterproofing, electrical systems, plumbing, fire protection, lifts and common facilities to the rehabilitation component and corresponding sale component, subject to the approved specifications.

Following is the list of minimum amenities to be provided by developer. However, the list is a minimum guideline and the Builder needs to provide all the necessary amenities as shall be required and agreed by Society for proper usage of the units. Developer shall provide superior and additional amenities as are required for a project of this magnitude & standard keeping present standard of living in mind.

**a. Living / Dining Room**

- Heavy duty double charged Vitrified tile Flooring of size not less than 3ft x 3 ft. with matching skirting 3"/4" high.
- POP/Gypsum/ Birla putty finish of wall & ceiling with acrylic emulsion paint.
- Provision for Telephone & Wi Fi Broadband connection.
- Electrical provision for Split Air conditioning system & Ducting hole for split Ac. / Cable Provision. Fittings of compressor on external wall shall be such made

not to expose in the elevation. Sleeve for piping for Split- AC should also be provided for Air Conditioner drain water discharge.

- Sufficient Electrical Switches & Sockets as agreed by Society.

**b. Bed Rooms**

- Heavy duty double charged Vitrified Flooring of size not less than 2 ft x 2 ft. with matching skirting of 3"/4" high.
- POP/Gypsum/ Birla putty finish of wall & ceiling with acrylic emulsion paint.
- Electrical provision for Split Air conditioning system & Ducting hole for split Ac. / Cable Provision. Fittings of compressor on external wall shall be such made not to expose in the elevation. Sleeve for piping for Split- AC should also be provided for Air Conditioner drain water provision shall be provided.
- Sufficient Electrical Switches & Sockets. Two-way switches for bed Fan & light.

**c. Bath/ Toilet Rooms**

- Anti Skid Vitrified Flooring of size not less than 1.5 ft x 1.5 ft.
- Vitrified ceramic tile on wall of size not less than 2 ft x 1 ft. upto ceiling height

- POP/Gypsum/ Birla putty finish of wall & ceiling or false ceiling.
- Wall hung WC preferably with concealed flushing tank (Cera cat No. CAHI 500 x 345 x 340 mm Cat. No. S1044186 P Trap with duroplast slim soft close seat cover (Snow White) or any equivalent approved by the Society.
- Countertop Wash Basin (Counter wash basin 560 x 470 x 190 mm Cera Cat. No: S2030104 or equivalent. Washbasin Tap shall be of long Swan neck type). or any equivalent approved by the Society.
- Provision of space for providing Shower Cubicle (Shower curtain/ Cubicle)
- Sanitary Fittings of Jaguar or Equivalent as specified & as per list of make.
- Provision for Solar Water Heater (to accommodate electric water heater)
- Shower hot & cold mixer with shower head. (JAQUAR Florentine Series Single Lever Bath & Shower Mixer (High Flow) (Wall Mounted Model) with Provision of Hand Shower, But W/O Hand Shower). Shower head of Jaquar Square Shape Maze Overhead Shower 200X200mm - OHS-CHR-1619 or equivalent.
- Exhaust fan in all Bathrooms.

**d. Kitchen**

- Ceramic glazed vitrified tile floor of not less than 2 ft X 2ft tile size.
- Ceramic glazed vitrified tile on wall of not less than 1 ft X 2ft shall be provided above kitchen counter/ skirting and upto the ceiling for all sides of kitchen wall. The design details shall be as mutually agreed by Society.
- Modular Kitchen.
- The kitchen platform shall be of minimum width of 2’-3" and service platform of 1-6 to 2'-0".
- Sink will be stainless steel with drain board (Nirali Elegance Glossy Finish Kitchen Sink, Size: 1040x510 mm or equivalent). The Pillar cock shall be revolving type long neck (Jaquar Florentine Prime Sink Cock - Chrome FLP-CHR-5347PM or equivalent)
- Dry balcony, utility space for washing machine with pipe & water connection.
- Gas pipeline connection (provision).
- High powered Exhaust fan.
- Provision for kitchen chimney, micro woven,
- Provision for Water Purifier
- Provision for Refrigerator

**e. Fire Fighting**

Firefighting arrangement inside the Building shall be as per the requirements laid down by the local Fire Authority and required to obtain "No Objection Certificate” issued by the Chief Fire officer of NMMC. All floor level Fire Hose assembly shall have proper Fire Hose Cabinet. Lobby as well as inside room where sprinklers are to be provided, the fire piping should not be visible and proper false ceiling will have to be provided as per detail agreed by Society.

**f. Lifts/ Elevator**

The Developer shall provide Lifts/ Elevators as per size required based on the number of occupants in the building as per the guideline. The number of lifts and its speed should be based on analysis for optimum waiting time. The speed of lift should not be less than 1.75m/sec for buildings more than 6 storied. All lifts to accommodate

Wheelchair and at least in one lift per wing should be able to accommodate a stretcher (hospital ambulance stretcher) as well as for the movement of house hold items. Lifts shall be of Stainless-steel finish body & doors and shall have granite floor, mirror, sensor and CCTV camera arrangement. The Lift pit shall be given waterproofing treatment to seal any leakage / seepage of underground water. The builder shall get "No Objection Certificate" from Lift inspector/ NMMC as required.

**g. Windows**

High quality sound proof French / sliding windows with branded uPVC framing with granite jambs for all sides of window including round moulding for all sides/ bottom. All window jams, soffit & cills shall be of Black Granite. In case of sliding windows, sliding shutters to be designed such as to allow minimum 2/3rd of the window for natural ventilation, when fully slid opened. For Living room, window cill height shall be about 30cm and for Bed rooms it can be at about 60cm. Window frame/ glass is to be designed to withstand wind load and shall be sound proof. The window design shall be approved by architect/ structural designer.

M. S. heavy section -square bars/ flats / round bars box type grilles as per design shall be used for all windows/openings & over Balcony railing. Square 12 mm solid bars shall be used for grille with spacing not more than 125mm with Zinc oxide primer and then oil painting with three coats etc. complete. Grille shall have one panel Lockable and openable for evacuation in case of fire, as per fire norms.

**h. Doors**

**Main door**- The main door to every flat shall have fire rating not less than 60 Min and the size shall not be less than 7’6” x 4’ 6” x 45 mm of flush door or as approved by CFO. Door shutter finish will be with best quality decorative laminate on both sides or as approved. All fittings shall be of heavy duty stainless Steel like Hinges required numbers, {at least 4" size), 2 handles (at least 8” long), one tower bolt 300 mm high, one Godrej/ Yale 5 lever lock system, peep hole, stopper, Tadi / Aldrop etc. Finished with Melamine polish for frame and teakwood beading/moulding portion etc. compete. The Main door shutter/ Lobby door and it’s hardware shall comply the requirements of Chief Fire officer's N.O.C. for thickness and finish.

**Safety Shutters**- On external side of main door frame there shall 1 ½" thick safety shutter with decorative S. S. grille, with hinges, handles, locking arrangements complete

**Bed room doors -** Size will be 3'6” x 7' 6” height or as approved with 2 ½" x 6" T. W. frame 35 mm solid core flush door with both sides 1.0 mm thick. laminate of approved colour and design, cover moulding, beading patti etc. Mortise Lock with handle, brass oxidized hinges of 4" etc. compete.

**Toilet Doors -** Size will be 2'-6" x 7' 6” height or as approved. Marine grade flush door shutter both sides finished with approved laminate, Keyless Cylindrical Lock Stainless Steel Finish, Handles, hinges of SS, with Black Granite patti door frame, round nosing etc. At least one toilet to accommodate Wheelchair bound senior citizens / residents with disability or prolonged illness.

**Kitchen Doors –This shall of** Fire-resistant doors if required as per CFO NOC. However, in case of open kitchen design, shutter will not be required.

**Balcony Doors** - Shall be soundproof fully glazed doors, design matching with the Balcony Window.

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

i. **Other provision**

- Video door phone.
- Bio metric security doors at Entrance lobby.
- Concealed copper wiring with superior quality two way modular switches.
- Internal paint (Plastic emulsion).
- CCTV facility at drop off area & entrance area, lift lobby, & all common areas.
- Intercom facility.
- TV / Telephone / Cable points in Living Room & Bedroom.
- Ceiling height of all rooms shall be at least 10' feet or more from top of finish Floor to bottom of ceiling.
- All lift lobby floor shall be of granite slab or Heavy duty Vitrified tile of Size not less than 4ft X 4ft, laid in patterns/ color combination. Lift wall shall have full height granite / marble tile cladding.
- All corridors floor shall be of Heavy Duty Vitrified tile of size not less than 2 ft X 2 ft with color border/ pattern. Corridor wall shall have ceramic glazed tile on wall upto 750mm height and acrylic paint above.

All specifications set out in this Section are minimum specifications and shall be read together with the approved architectural, structural, MEP, fire-safety and other technical specifications. In case of conflict, the specification providing the higher quality or greater benefit to the Society and Members shall prevail, unless otherwise expressly approved by the Society in writing.

**25. <u>Ownership of the property</u>**

i. Notwithstanding anything contained in the Tender Documents, Development Agreement or any other document, the ownership, title and possession of the Society's property shall remain with NGCHS, subject only to the limited development license and contractual rights expressly granted to the Developer for implementation of the redevelopment..

ii. The Developer shall have only a limited, non-transferable and contractual licence/right to enter upon and use the property solely for carrying out the redevelopment in accordance with the Tender Documents, approved plans and Development Agreement. Such licence shall not confer any ownership, tenancy, leasehold, possessory or other proprietary interest in favour of the Developer..

iii. The development rights shall automatically cease upon valid termination of the Development Agreement, subject to the rights and obligations expressly surviving termination.

iv. The Developer shall not mortgage or create any lien or encumbrance or any third party interest in any manner whatsoever on NGCHS's plot of land or any part thereof or on the rehab component or built up area and premises to be provided to the members of the NGCHS. The Developer shall have right to create mortgage or lien or encumbrance or any third party interest on the sale components, units and/or built up area of Developer's share and/or any benefits to the share of Developer arising out of the Development Agreement executed between the NGCHS and Developer. Any mortgage, charge, lien or other security created by the Developer shall be restricted exclusively to the Developer's lawful sale component and/or other rights expressly forming part of the Developer's entitlement under the Development Agreement and shall not in any circumstances extend to the Society's land, rehabilitation component, Members' premises, common areas, amenities, open spaces, Society office or any other Society/Members' entitlement. The Developer shall obtain appropriate undertakings from its lenders/financiers acknowledging and agreeing to the foregoing restrictions.

**26. Name of the Society**

The name of the existing Society shall be retained as it is in the new redeveloped Society namely "Nilgiri Gardens Co-operative Housing Society Limited". The Developer shall not use, alter, register, assign or commercially exploit the name, logo or identity of the Society without the prior written consent of the Society.

**27. Development Agreement (DA)**

A draft Development Agreement in conformity with the tender document, the commercial bid and terms and conditions of Tender Documents shall be prepared and circulated to the selected Developer for their comments and suggestions. The draft Development Agreement shall be approved in Special General Body Meeting. The Development Agreement shall faithfully incorporate the final accepted Commercial Bid, all Member entitlements, additional FSI/development-potential sharing mechanism, security package, project timelines, temporary accommodation obligations, specifications, amenities, parking entitlements, defect liability obligations, termination rights, indemnities and all other material protections contained in the Tender Documents. The Developer shall not be entitled to insist upon any provision which is inconsistent with or reduces any benefit or protection contained in the accepted Bid or Tender Documents unless the Society expressly agrees to such modification in writing and, where required, obtains approval of the competent body of the Society. No development rights shall be deemed to have been granted beyond those expressly set out in the executed and registered Development Agreement.

## SECTION – 8
## COMMERCIAL / FINANCIAL BID

The Commercial/Financial Bid shall be submitted strictly in the format prescribed in Exhibit-F. The Bidder shall quote against each item specified therein and shall not leave any mandatory commercial parameter blank.

The Commercial/Financial Bid shall be unconditional and shall constitute the Bidder's binding commercial offer, subject to the Tender Documents and the Development Agreement.

The rehabilitation premises to be allotted to the existing Members shall be measured and specified in MOFA carpet area, and not RERA carpet area, unless otherwise expressly approved by the Society and the concerned Members in writing.

EXHIBIT – F
FINANCIAL / COMMERCIAL OFFER FORM

A

# SECTION – 9

# GENERAL CONDITIONS

## 1. Definitions of various Terms

The "DEVELOPMENT / REDEVELOPMENT AGREEMENT" shall mean the definitive agreement for redevelopment to be executed and duly registered between the Society and the Developer after selection of the Developer and satisfaction of the applicable conditions precedent, incorporating the accepted Bid, accepted Commercial/Financial Offer, applicable clarifications/addenda/corrigenda and such other terms as are expressly agreed and incorporated therein.

"Tender Documents" shall mean collectively the Notice Inviting Tender/RFP, Information to Bidders, Instructions to Bidders, Data Sheet, Eligibility and Qualification Criteria, Disclaimer and Due Diligence provisions, Bid Submission Requirements, Project Details, Development Parameters and Scope of Development, Bid Evaluation and Selection provisions, Commercial Terms, Special Conditions, Project Specifications, Approved Makes, Commercial/Financial Bid, Forms, Annexures, Exhibits and all written clarifications, addenda and corrigenda issued by the Society from time to time.

In the agreement the following words and expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.

For the purposes of this Tender Document:

"Bidder" shall mean any eligible entity submitting a Bid in response to this Tender Document.

"Selected Bidder" shall mean the Bidder whose Bid is selected by the Society for appointment as Developer, subject to fulfilment of all conditions precedent and other requirements specified in the Tender Documents.

"Developer" shall mean the Selected Bidder upon its formal appointment by the Society and execution and registration of the Development Agreement in accordance with the Tender Documents.

"Tender Document" / "Bid Document" shall mean this entire tender document together with all sections, schedules, exhibits, annexures, written clarifications, addenda and corrigenda issued by the Society from time to time.

"Development Agreement" / "DA" shall mean the definitive development agreement to be executed and registered between the Society and the Developer in accordance with the Tender Documents.

"PAAA" shall mean the Permanent Alternate Accommodation Agreement to be executed and registered in respect of the rehabilitation premises in accordance with the Tender Documents and Development Agreement.

In the event of any inconsistency between the Tender Document, Special Conditions, General Conditions, accepted Commercial Bid, Development Agreement, PAAA or any other document forming part of the redevelopment documentation, the provision which provides greater protection or benefit to the Society and/or its Members shall prevail, unless expressly agreed otherwise in writing by the Society.

### 1.1. Language law

All correspondence including agreement between the Society and the Bidder/Developer shall be in English language only. This contract in all respects shall be governed and shall be in accordance with the laws of India.

**1.2. Heading & Marginal Notes**

Headings and marginal notes to the various conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof the contract.

**1.3. Society**

The "Society" shall mean **Nilgiri Gardens Cooperative Housing Society Limited (Nilgiri Garden CHSL)** having its address at**, Sector 24 CBD Belapur, Navi Mumbai 400614 and** registered under the Maharashtra Cooperative Societies Act, 1960 as amended from time to time. The Society shall include its lawful successors and permitted representatives, acting in accordance with the Maharashtra Co-operative Societies Act, 1960, the Rules and the registered bye-laws of the Society.

**1.4. Member**

**"Member" shall mean an existing member of the Society who is entitled to occupy and/or hold a premises in the existing Society buildings, as reflected in the Society's records, subject to verification and determination of entitlement in accordance with the Tender Documents, Development Agreement and applicable law, and shall include the lawful successor/transferee of such Member where recognised by the Society and applicable law.**

**1.5. REHABILITATION PREMISES**

**"Rehabilitation Premises" shall mean the new residential/commercial premises, as applicable, to be provided to the existing Members of the Society pursuant to the redevelopment, including the corresponding agreed MOFA Carpet Area, parking entitlement and other benefits forming part of the Member's rehabilitation entitlement.**

**1.6. MOFA CARPET AREA**

**"MOFA Carpet Area" shall mean the carpet area of the rehabilitation premises contractually agreed to be provided to the concerned Member and expressly recorded in the Member-wise Entitlement Statement, Development Agreement and/or PAAA, as applicable, determined in accordance with the agreed area statement and applicable provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, as applicable to the relevant premises. For avoidance of doubt, where RERA Carpet Area is required to be disclosed for statutory purposes, such RERA Carpet Area shall be separately identified and shall not replace, reduce, re-characterize or otherwise modify the Member's agreed MOFA Carpet Area entitlement.**

**1.7. Developer**

Developer shall mean the firm or company duly registered or incorporated, undertaking the works and shall include the persons composing such firm or Company or the successors of such Firm or Company.

**1.8. Managing Committee**

The “Managing Committee” (MC) shall mean the Managing Committee of the Society constituted in accordance with the MCS Act, 1960, MCS Rules, 1961 and Bye-laws of the Society from time to time to which the management of the affairs of the society is entrusted and vested and to carry out on its behalf all the functions related to the project as maybe assigned to it by the Society.

### 1.9. Project Management Consultant PMC

The "Project Management Consultant (PMC)" shall mean the firm engaged by the Society as per the requirement pursuant to the Government Resolution dated 4th July 2019 issued under the provisions of Section 79A of the Maharashtra Co-operative Societies Act, 1960, to advise it on all matters of the project and to plan, execute, overlook and supervise the project and ensure compliance from start to finish and so informed to the Developer by the Managing Committee and/or as may be appointed by the Society hereinafter. Currently **M/s Dimensions Architect Pvt. Ltd**., having office at Plot No.99, Sector 08, near Sagar Vihar, Vashi, Navi Mumbai 400703 has been appointed by the Society as PMC for the Redevelopment project.

### 1.10. Legal Advisor

The "Legal Advisor" shall mean the legal expert firm or individual Advocate engaged or to be engaged by the Society to advise it on legal matters of the project and so informed to the Developer by the Managing Committee and/or as may be appointed by the Society hereinafter.

### 1.11. The Project

The "Project" shall mean the works to be executed in accordance with this bidding document agreement and shall include extra or additional, altered or substituted, ancillary works as required for the performance of the agreement. The same shall include development of site, buildings, infrastructure, amenities etc. on the Society's land both for the Society's rehabilitation component as well as saleable components.

### 1.12. The Project Cost

Project cost shall mean the cost incurred/ to be incurred by the Developer in 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, arboriculture, including cost towards dismantling existing structures, shifting and relocation of existing utility services, such as water supply, sewage, drainage, telephones, electric lines, Mahanagar Gas, TV Internet cables, water harvesting, solar system (common area), etc. as may be required for the 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 arrangements, Completion Certificate from respective authorities etc., and consulting charges of Consultants appointed by Society. Cost of purchasing TDR, development of open grounds, internal pathways roads etc. shall be borne by the Developer. Cost of professional fees for Society PMC, Legal consultant, any other consultant, etc. to be paid or reimbursed to the agency on recommendation/ certification by the Society as per the agreed terms with the Society. The project cost shall include costs for all above-mentioned activities and the same would be deemed to be inclusive of Developer's profit, interest on investment, escalation due to variation in price indices, cost of insurance cover and all taxes and levies, if any, during construction and till completion of the project. The Project Cost shall be deemed to include all costs and expenses necessary for complete and lawful completion of the Project and delivery of the rehabilitation premises, common areas and amenities to the Society and its Members in accordance with the Tender Documents and Development Agreement, and no additional cost shall be recoverable from the Society or its Members unless expressly agreed in writing. The Project Cost shall include all costs arising from increases in construction costs, labour costs, material costs, financing costs, statutory premiums, approval charges, taxes, duties and levies during the Project, except to the extent expressly allocated otherwise under the Development Agreement.

## 1.13. Completion of work and Completion Certificate

On completion of the work, the Developer shall give notice of such completion to the Society and within 30 days of receipt of such notice the PMC and Society shall inspect the work and then the Society shall furnish the Developer with certificate of completion if fully satisfied, indicating the date of completion.

In case there are defects yet to be rectified, the Society shall communicate the same to the Developer. Final Certificate of Completion shall be issued when the completion of work shall be up to the satisfaction of the Society.

Certificate of completion shall not be issued, nor the work can be considered to be completed till the developer rectifies all the defects and also removes from the premises all scaffolding used for his workers, as shall have been erected by the developer, the workmen and cleaned all dirt from all parts of the building and made the whole premises fit for immediate occupation or use to the satisfaction of the Society and its Consultant.

The 'Defects Liability Period' as mentioned, shall commence from the date of such certificate / full Occupation Certificate. The Developer shall submit all original plans, designs approvals from different authorities and documents/invoices relating to the utilities purchased / installed in the project such as elevators, etc. while handing over the possession. The Power of Attorney and Development Agreement will come to an End and should be returned to the Society after the receipt of Full Occupation Certificate and Building Completion Certificate from the NMMC along with the other original papers and documents including IOD, CC, OC, all permissions, sanctions, plans, approvals and warranties etc.
For the avoidance of doubt, completion of the Project shall not be deemed to have occurred merely upon obtaining an Occupation Certificate. The Developer shall also be required to complete the rehabilitation premises, common areas, amenities, parking, utilities and all other obligations required to be handed over to the Society in accordance with the Tender Documents and Development Agreement. The Developer shall hand over to the Society all original approvals, sanctioned plans, amended plans, as-built drawings, NOCs, permissions, warranties, guarantees, test reports, completion documents and other Project records in accordance with the handover requirements under the Development Agreement.

**1.14. <u>Carpet Area</u>**

For the purpose of determining, recording and enforcing the rehabilitation entitlement of each existing Member of the Society, the carpet area of the new rehabilitation premises shall be determined and recorded as "MOFA Carpet Area" and not as RERA Carpet Area. The MOFA Carpet Area shall be the area contractually agreed to be provided to the respective Member under the Tender Documents, accepted Commercial Bid, Development Agreement and the individual Permanent Alternate Accommodation Agreement (PAAA), and shall be clearly and separately stated therein. The Member-wise MOFA Carpet Area shall be expressly identified in the final Member Entitlement Statement and the PAAA, and the Developer shall not reduce, adjust, re-characterise or otherwise dilute such entitlement by reference to the definition or computation of carpet area under RERA or any other legislation. The balcony, flower bed, terrace, dry balcony, service area, duct area, open terrace, enclosed balcony or any other area which is not included in the agreed MOFA Carpet Area shall be separately identified and shall not be included within the agreed MOFA Carpet Area unless expressly agreed in writing by the Society and the concerned Member. For the avoidance of doubt, any reference in the Tender Documents, Commercial Bid, Development Agreement, PAAA, plans, area statements or other Project documents to the rehabilitation carpet area of an existing Member shall, unless expressly stated otherwise, mean the agreed MOFA Carpet Area. The Developer shall not use any difference between MOFA Carpet Area and RERA Carpet Area as a basis for reducing the area promised to or otherwise adversely affecting the rehabilitation entitlement of any Member. Where any statutory authority requires disclosure of RERA Carpet Area for registration, approval or other statutory purposes, the same shall be separately disclosed and shall not substitute or modify the MOFA Carpet Area contractually agreed with the Society and its Members. In case of any discrepancy between the MOFA Carpet Area stated in the Tender/Development Agreement/PAAA and the area subsequently shown in any statutory filing or approval, the Developer shall immediately bring such discrepancy to the notice of the Society and shall not alter the Member's agreed entitlement without the prior written consent of the Society and the concerned Member.

### 1.15. Scope of Work

Shall mean the totality of work by expression or implication envisaged in the BID document, in discussions, any negotiations, all communications exchanged between the Society and Developer till finalization of Development Agreement and shall include all activities & approvals, 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. Broad scope of work for the Developer shall be (but not limited to) the followings:

a. Clear, perfect and absolute right and title of the Society (NGCHS) for carrying out redevelopment.

b. To execute and register Development Agreement with the Society and pay stamp duty, registration charges, Goods & Services Tax (GST) and any other incidental charges (whatsoever) in respect thereof.

c. Pay all required premiums/Charges to CIDCO, Navi Mumbai Municipal Corporation (NMMC) and other statutory authorities for obtaining NOCs for redevelopment of the NGCHS.

d. Carry out necessary corrections/ mutations and rectifications in the revenue records, CIDCO Record, NMMC Record and property documents, if required or as may be necessary.

e. Obtain necessary permissions, NOCs, remarks and any other documents that are required and necessary to establish the extent of redevelopment potential of the plot.

f. After approval of finalized plans, elevations, etc. as above, a detailed presentation Model of appropriate scale to be made and provided by Developer to the NGCHS at Developer's cost.

g. Prepare a detailed time schedule/ bar charts/Critical Path Method (CPM) for various stages involved in the process of redevelopment such as planning design, approvals, vacating the premises, payment schedule, demolition of existing buildings, construction of new buildings together with all amenities and services, completion of project, shifting back of members and handing over the same to the NGCHS.

h. Submitting proposed building plans, elevations, perspective view for the approval of the NGCHS.

i. Prepare architectural layouts, plans and sections of the proposed buildings, parking arrangement plan etc. and submit them to the Society and modify the same, if necessary, to incorporate the suggestions of the Society.

j. Submit the plans approved and signed by the Society to the concerned municipal and government authorities and obtain necessary permissions, sanctions, concessions, facilities, and approval of plans.

k. Pay all premiums for additional FSI and ancillary FSI in the name of the Society and obtain Commencement Certificate (CC) for the project together with such other sanctions/ approvals/ clearances/ certificates etc. which that may be required for the smooth redevelopment of the Society's premises.

l. The Developer shall make all payments required to be borne by it towards the professional fees and charges of the Society-appointed consultants to the Society, in accordance with the Tender Documents and the applicable terms of engagement, and the Society shall thereafter make payment to the respective consultants.

m. Execute and register separate Permanent Alternate Accommodation Agreement (PAAA) with individual member of the Society and pay stamp duty, registration charges, GST and any other incidental, mandatory and statutory duty, charges and fee payable on PAAA. The PAAA shall expressly record the Member's agreed MOFA Carpet Area, together with the corresponding approved floor plan, premises number, floor, parking entitlement, specifications, amenities, compensation and other rehabilitation benefits. The Developer shall ensure that the MOFA Carpet Area stated in each PAAA is consistent with the final Member Entitlement Statement approved by the Society.

n. Submit a proposal for demolition of existing buildings to the NGCHS and on receipt of permission from the NGCHS to demolish the existing structures.

o. Construct new building/s and other structures as per the approved plans, specifications and amenities and develop the Property within agreed specified period.

p. Complete all formalities as per the Tender Documents and Development Agreement relating to the Society, its existing members, tenants, the new entrants and municipal and other authorities.

q. Obtain Full Occupancy Certificate of the redevelopment/reconstruction project of the NGCHS and handover the completed buildings to the NGCHS, along with all amenities as specified in this document within specified time period.

r. Rectify the defects in new buildings and premises noticed from time to time during the Defect Liability period.

s. The developer shall prepare monthly progress reports in an approved manner as agreed between the Developer and NGCHS and shall submit to the NGCHS as andwhencalledbythe NGCHS,to review progress and quality issues raised. This may also include catch up plan in case of delays; shifting of developer's supervisory personnel out only with the approval of the PMC/ NGCHS; nomination of management representative as point of contact, if necessary; escalation matrix to be provided by the developer etc.

t. Arrange for the safety, security, and insurance of the NGCHS's Properties.

u. Meet requirements of all applicable statutory provisions, labour Laws, Labour Wages Laws, Insurance Laws, etc. Comply with all applicable provisions of law, taxation, stamp duty, registration etc.

v. Comply and update with all obligations and functions under the provisions of the Real Estate (Regulation and Development) Act (RERA) or the rules and regulations made thereunder by the Maharashtra Legislation or parliament of India or any local statutory authority.

w. Hand over certified copies of all drawings as amended from time to time, all as-built drawings, approvals, NOCs, permissions, remarks, records, warranties and guarantees.

x. Complete the project in all respects in the agreed stipulated period.

Note:

i. The above scope of work gives a broad list of activities which are not necessarily sequential in time. The Developer may execute the activities in an appropriate sequence or execute multiple activities simultaneously so as to complete the Project within the specified time frame.

ii. While discharging the developer's responsibilities and liabilities, the Developer shall fully comply with the rules and regulations of NMMC, Civil Aviation Authority, Environmental Authorities, Fire Authorities and such other authorities (as applicable) and shall strictly follow all statutory and legal provisions and fulfil all obligations as per the terms agreed between the Developer and the NGCHS.

## 1.16. <u>Urgent Work</u>

Urgent Work shall mean the urgent measures which in the opinion of the Society or PMC become necessary during the progress of the work to prevent any risk of accident or failure or which become necessary for security.

## 2. Developer’s general obligations

The Developer shall be deemed to have carefully studied the work and site conditions, specifications and drawings and various other data and shall be deemed to have visited the site of the work, carried out his own inquires/ investigations & measurements and to have fully acquainted himself regarding the local conditions and the surroundings including market conditions of real estate etc. He shall be deemed to have carried out his own surveys, investigations, and assessment of site conditions. He is deemed to be fully aware of all statutory requirements including those concerning labour and the local conditions status or availability and employment of laborers’. He shall be deemed to have his own assessment of present and future market. The data provided by the Society and made available is in good faith only for general information without any commitment or responsibility on the part of the Society about its accuracy. The Developer shall accordingly work out his proposal. The Developer shall be deemed to have independently verified all development potential, FSI, TDR, Ancillary FSI, planning restrictions, statutory requirements, title documents, site conditions and other matters relevant to its Bid. No subsequent inability to utilise any development potential which was reasonably ascertainable before submission of the Bid shall entitle the Developer to reduce the Society's or Members' agreed benefits.

2.1. Developer shall submit the detailed methodology within the stipulated time to Society which he intend to adopt for the execution of various items of scope of work and obtain prior approval from the Society.

2.2. The Developer shall submit program of work indicating the date of actual start with monthly planning to the Society. The Developer shall complete the entire project within the time limit and as per agreed timetable for salient milestones, failing which he shall render himself liable to pay liquidated damages to the Society and also termination of rights thereto. In the event of non-completion of the project within the stipulated extended time, the Society and its members shall be at liberty to encash the Bank Guarantee / security deposit or to accept the liquidated damages without prejudice to any other rights or remedies available with the Society which includes termination of rights and enforcement of security. In the event of any delay within the prescribed time limits, the Developer shall submit an action plan for covering backl o g of progress of actual work with respect to planned work in the subsequent month of activity.

2.3. The Developer shall bear all market risks and financial burdens arising from any future increase in costs, changes in construction costs, labour costs, financing costs, taxes, duties, premiums, statutory charges or other costs required for fulfilling its obligations under the Tender and Development Agreement, except as expressly agreed otherwise in writing. Any additional FSI, TDR, Ancillary FSI, fungible/compensatory FSI, incentive FSI or other additional development potential or benefit becoming available to the Project by reason of any future change in legislation, rules, regulations, Government policy, notification, circular, concession, relaxation, incentive, scheme or order of any competent authority shall not automatically belong exclusively to either party. Such additional development potential shall be dealt with in accordance with the Future Benefits / Additional Development Potential provisions contained in the Special Conditions and Development Agreement and, after deduction only of the actual, reasonable, necessary and duly substantiated direct costs incurred for obtaining or securing the same, the net benefit shall be shared between the Society and the

Developer in the ratio of ___ : ___ (Society : Developer). The Developer shall disclose the availability of such additional development potential to the Society immediately upon becoming aware thereof and shall provide all supporting documents and calculations. The Developer shall not claim any indirect overheads, internal management charges, financing costs or profit as a deduction from such additional benefit unless expressly approved by the Society in writing.

2.4. The Developer shall bear the reasonable and documented legal costs and expenses incurred by the Society in connection with matters arising directly out of or attributable to the redevelopment, including proceedings required for implementation of the redevelopment, except where such matter arises solely from an independent act, omission or dispute of the Society unrelated to the Developer or the redevelopment. Where proceedings are required against any dissenting Member or other person for implementation of the redevelopment, the Developer shall bear the initial costs and expenses of such proceedings, subject to applicable law and the directions/orders of the competent authority or Court. The Developer shall not have any unilateral right to deduct such costs from any Member's rehabilitation entitlement or compensation. Any adjustment shall be made only with the Society's prior written approval and strictly in accordance with applicable law and the Development Agreement.

2.5. The Developer shall indemnify and save harmless the Society against all actions, suits, claims, penalties and demands including non-observance of prevailing laws, rules and regulations, infringement of patent rights brought or made against it in respect of anything done or omitted to be done by the Developer in connection with the work and against any loss or damage to the Society in consequences of any action or suit being brought against the Developer or Society for anything done or omitted to be done in the execution and maintenance work. The Developer shall indemnify, defend and keep indemnified the Society, its Members, Managing Committee members, office bearers, PMC, Legal Advisor and other consultants appointed by the Society against all losses, damages, claims, liabilities, penalties, costs and expenses arising out of or relating to:

(a) any breach by the Developer of the Tender Documents or Development Agreement;

(b) any act or omission of the Developer, its contractors, consultants, employees, agents or representatives;

(c) construction activities and accidents at the Project site;

(d) labour, statutory, tax, environmental, fire, safety or regulatory violations attributable to the Developer;

(e) third-party claims arising from the Developer's activities;

(f) unauthorized creation of any mortgage, charge, lien or third-party interest; and

(g) any damage caused to the Society's property or Members' premises as a result of the Developer's activities.

2.6. The Demolition of existing Buildings & Structures shall be carried out as per IS 4130-1991**.** Necessary care and safety measures during the demolition shall always be well planned beforehand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be approved by the PMC before commencement of the work. Removal of the debris after demolition from the site will be done by the Developer at his own cost.

2.7. The Developer shall take all measures to minimize Noise & Air/ environmental pollution that may be caused by the demolition and construction activities. High temporary metal barricading around the site shall be installed at the start of site work and shall continue to remain in position/ maintained till completion. For movement of material to and from the site shall be under he approval of local authority based on their jurisdiction and shall deposit any money that is required towards the use and rectification of public/ private properties that may get affected. Cost of all these activities and any fees/ penalty that may be charged by local authority/ private party shall be borne by the Builder and keep the Society indemnified against any future claim from these parties.

2.8. The developer shall provide and maintain at their own expense, all lights, guards, fencing when and where necessary or as required by t he Society for the protection of the works. All necessary safety precautions at the site shall be followed and adopted by the developer for which developer should appoint a Health & Safety Engineer (HSE) along with required team at site. However, the Society shall be kept indemnified by the developer against any incidents occurring due to negligence or otherwise.

2.9. The Developer shall discard the existing water supply lines, drainage lines, power lines etc., and make arrangement for temporary water supply lines, drainage lines; power lines etc., if required and lay down new drainage lines as per the rules of the NMMC at his cost.

2.10. For all defective works, the Developer shall be liable for demolition and rebuilding. Defective material delivered at work site has to be removed from the site by the Developer at his own expenses, within a week, failing which the Society shall get it removed from the site in the manner he deems fit and the expenditure towards the shifting shall be recovered from the Developer.

2.11. The Developer shall make his own arrangement for supply of water and Electricity for the construction.

2.12. The Developer shall note that the entire project is of nature of contracts and the same shall be time bound and restricted to the areas finalized at the agreement stage. The Developer shall not have any right claims whatsoever over the title of the plot or otherwise. However, the Developer shall be responsible for all the liabilities arising on Society plot due to the proposed Redevelopment including **Land under Construction** (LUC) and entire Municipal Taxes of the existing structure after vacating till handing over possession of the flats to individual members. The entire Project is contractual in nature and the Developer shall have no right, title, interest, ownership, leasehold, tenancy, possessory or other proprietary claim whatsoever over the Society's land or property. The Developer shall have only such limited contractual development rights as are expressly granted under the Development Agreement. The Developer shall not create or permit any mortgage, charge, lien, encumbrance or third-party interest over the Society's land, rehabilitation component, Members' premises, common areas, amenities or any other Society/Members' entitlement. The Developer shall be solely responsible for all liabilities arising from its redevelopment activities after the date on which responsibility for the Project/site is handed over to it, including Land Under Construction (LUC), municipal taxes and other statutory outgoings attributable to the Developer or the redevelopment, until lawful handover to the Society and its Members.

2.13. The entire proposal to any authorities shall be submitted in the name of the Society and the Developer shall be given only contractual rights for the development and right to saleable area while at the same time indemnifying the Society for any claims, disputes, delays occurring during the execution of the project. All applications, permissions, sanctions, approvals and development-related records shall, wherever legally permissible, be obtained in the name of the Society and/or jointly in the name of the Society and Developer, as appropriate. The Developer shall not represent itself to any authority or third party as owner of the Society's property.

2.14. All the necessary stamp duty, registration charges, all taxes, Government charges, levies, premiums, GST charges and all other payments regarding the proposed Redevelopment work & individual existing Society members' permanent alternate accommodation agreement, Power of Attorney etc., shall be borne and paid by the Developer only. For avoidance of doubt, the Developer shall bear all costs, charges, premiums, duties, taxes and statutory payments expressly allocated to it under the Tender and Development Agreement, including those relating to implementation of the redevelopment and the PAAA, to the extent legally permissible. No such payment shall be recovered from the Society or any Member except where expressly permitted under the Tender and Development Agreement.

2.15. Specified reference in the specification to any material by trade name or Catalogue number shall be considered as establishing a standard of quality and performance and not as limiting competition in such cases. Developer may use any other product provided that it ensures higher quality than the approved make of materials and meets the Society's approval. Any proposed substitution shall require prior written approval of the PMC and Society and shall be of equal or superior quality, durability, performance and warranty. The Developer shall provide documentary evidence of the proposed substitute and its technical equivalence/superiority.

2.16. No assignment or joint venture of right of development to third party shall be permitted under any circumstances. No assignment, transfer, novation, joint venture, collaboration, development management arrangement or creation of any third-party interest in the development rights shall be permitted without the prior written consent of the Society and approval of the competent body of the Society, wherever required. Any unauthorised assignment or transfer shall constitute a material breach entitling the Society to exercise its contractual remedies, including termination.

2.17. Developer shall create (546 for members + 1 for Society) individual Boxes (Letter Boxes) inside the building compound during the period of construction and up to possession of individual units. All the boxes shall be identified by owner's existing building Nos/ Flat No.

2.18. The members of the Society shall throughout the subsistence of the Development Agreement shall be entitled to mortgage or sell his/her/their flat and the Developer shall have no objection to the same. In case of sale, however new Purchaser will abide by all the Bye-laws of the Society and terms & conditions of Redevelopment as agreed between the Society and Developer. Any transfer, sale, mortgage or other dealing by a Member shall remain subject to applicable law, the bye-laws of the Society, the Tender Documents, the Development Agreement and the PAAA, and shall not prejudice the redevelopment rights or obligations of the Society. The Developer shall have no right to demand any fee, premium, commission or other consideration from the Society or any Member merely on account of such transfer or mortgage, except where expressly permitted by applicable law.

## 3. <u>Liquidated Damages for Delay</u>

If the developer fails to complete the items of work in all respects and hand over the same to the Society within the time stipulated or approved extended time, the Developer shall pay to the Society Liquidated damages (LDs) for such default and not as penalty Rs. 1,00,00,000 (Rupees One Crore only) per week or part thereof. Maximum applicable LD shall be for 1 year (52 weeks) and incase that is exhausted, the Developer shall be liable for termination as per provision of the Development Agreement.

i) Liquidated damages will be levied at every stage of obtaining permission as well as completion of job at phases. Delay in obtaining necessary permissions viz. IOD, CC, FCC, Full OC, BCC etc. from NMMC / Concerned authorities within a specific timeframe shall lead to imposition of penalty of Rs 50,000/- on every instance. (too meagre a penalty – to be discussed – penalty or termination). If the Developer fails to obtain these permissions on time as decided, then before the next permission is obtained, the developer shall seek a new time length from society and seek its prior written approval. The Society may also, without prejudice to any other method of recovery, may ~~encash~~ liquidate the Bank Guarantee / security premises to safe guard its interests.

ii) 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.

Payment of Liquidated Damages shall be without prejudice to the Society's right to recover additional amounts expressly payable by the Developer, including additional displacement compensation, temporary accommodation costs and other costs arising from delay, where such amounts are separately provided under the Development Agreement. The Society's acceptance or recovery of Liquidated Damages shall not constitute a waiver of its right to terminate the Development Agreement for continued or material delay.

**4. Force Majeure**

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 10 days due to any reason of Force Majeure mentioned below, the Developer may seek an extension of time to proceed with the project work in case of occurrence of such Force Majeure events. The period of extension shall be assessed by the Society as reasonable and necessary and shall be intimated to the Developer. The agreed payments (Displacement /Hardship Compensation etc.) to be made to the Society members shall not be suspended by the Developer despite occurrence of any FORCE MAJEURE event whatsoever. No other claim of the Developer shall be considered.

'Force Majeure' means any, including, without limitation, of following events or circumstances or combination of events and circumstances which directly affects or restricts the operations of the redevelopment project of the Society.

i. Act of war or hostilities (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, strike, supply disruptions in material procurement, insurrection, insurgency, terrorist or militant action, declared pandemic by the Government, epidemic or declared lockdown by the Government.
ii. Acts of God such as earthquakes in and around Navi Mumbai/ Mumbai, Maharashtra, unprecedented floods etc.
iii. Any Government notice / rules / notifications / court judgement or orders.

The Developer should intimate regarding force majeure events in writing within 7 days of its occurrence.

Force Majeure shall not include shortage of funds, financing difficulties, increase in construction costs, increase in labour or material costs, contractor/sub-contractor default, failure to obtain financing, market conditions or any delay caused by the Developer or its consultants, contractors, agents or lenders. The Developer shall take all reasonable steps to mitigate the effect of any Force Majeure event and shall provide documentary evidence of the event and its actual impact on the critical path of the Project.

**5. <u>Work Schedule & Progress Report.</u>**

The Developer shall prepare and submit a detailed Bar Chart and PERT/CPM Chart within __ days from the date of execution and registration of the Development Agreement. The approved Bar Chart/PERT/CPM Chart shall form an integral part of the Development Agreement and shall specify the dates for each material milestone, including approvals, FSI loading, execution of PAAA, vacation, demolition, commencement of construction, slab-wise construction, completion, testing, Full Occupation Certificate and handover to Members and the Society. The Bar Chart shall be reviewed monthly by the PMC and Society. Any slippage shall be immediately notified to the Developer, who shall submit a corrective/catch-up plan at its own cost. Approval of a revised programme shall not constitute a waiver of the Developer's liability for delay unless expressly waived in writing by the Society.

**6. <u>Signing and Registration of Agreement</u>**

The Developer shall submit its draft Development Agreement, Power of Attorney and other transaction documents within 15 days from the date of issuance of the LOI. The documents shall be finalised in consultation with the Society's Legal Advisor and other consultants and shall be executed and registered within 02 months from the date of issuance of the LOI, unless otherwise expressly extended by the Society in writing. The Developer shall not commence any redevelopment activity requiring contractual development rights until the Development Agreement has been duly executed and registered.

**7. <u>Insurance</u>**

The Developer shall ensure that all the insurable interests of the Society are protected during the entire duration of the project. The Developer shall include the cost of the following insurances in their Bids:

a. The Developer shall insure the entire Project under a comprehensive construction All Risk Policy (CAR) and third-party liability policy. The premium will be payable by the Developer in respect of the CAR policy. The CAR policy shall be taken for a sum insured as deemed adequate by the Society and the policy shall be maintained until completion of the total Redevelopment and the originals shall be handed over to the SOCIETY. The policy will be solely in the name of the Developer.

b. The limit for bodily injury or death of persons or property loss or any kind of damage shall be Rs.25 (Twenty Five) lakhs for each accident with no limit on the number of accidents. The Developer shall maintain the following insurances at their cost and indemnify and hold the Society harmless from and against any and all claims, proceedings, damages, costs, charges and expenses whatsoever on account of Workmen's Compensation Insurance and/or Personal Accident Insurance covering all the Developer's workmen, sub-contractors, staff and officers deployed at Site. If any work is subcontracted, the Developer shall require the sub-contractor to provide Workmen's Compensation for the latter's employees if such employees are not covered under the Developer's Insurance. Also, Developer to ensure adequate General Liability Insurance Covering Developer’s activities resulting for injury or death of persons and for property damage to third parties. Society’s personnel and its Consultants shall be considered as Third Party.

c. The Developer shall maintain automobile third party liability insurance with unlimited coverage for death and/or bodily injury and/or property damage caused by vehicles owned, hired or used by him in connection with the Project. The Developer shall provide copies of all the Insurance Policies to the Society.

d. One copy of each of the above polices and any extensions maintained by the Developer together with the endorsement shall be furnished to the Society for record at the commencement of work and from time to time, as and when the extensions are taken. The Developer shall also maintain files and records to facilitate and expedite such insurance claims. In case the Developer fails to produce adequate evidence and any claim under this policy is not settled by the Insurance Company, the Developer shall be liable to make good any loss resulting there from. The follow up of claims made with the Insurance Company under any of the above policies will be the sole responsibility of the Developer, irrespective of whether the policies are taken by the Society or the Developer.

e. The Society shall not be liable for any damage and/or loss, to the Developer’s plant, machinery and equipment and the Developer shall ensure that the same are covered by insurance prior to bringing them to the Site.

f. The Society shall be named as an additional insured wherever commercially and legally appropriate, and the policies shall contain a waiver of subrogation in favour of the Society to the extent available. No material alteration, cancellation or non-renewal of any Project insurance policy shall be permitted without prior written notice to the Society. The Developer shall provide copies of renewed policies, endorsements and premium payment receipts to the Society.

**8. Compliance to Statute and Regulation.**

The Developer shall in all respect comply with, including giving of all notices obtaining approvals, maintaining records and paying of all fees, in relation to any National or State Statute, Ordinance or other Law, or any Regulation or Bye-law of any local or other duly constituted authority in relation to the execution and completion of the Project and remedying of any defects therein, and the Rules and Regulations of all public bodies and companies whose property or rights are affected or maybe affected in anyway by the Project, and the requirements of any Statutory Bodies for water connection, drainage connection, cable connection, telephone connection, electric power and other Companies or Authorities with whose systems the Project are proposed to be connected.

The Developer shall deposit the receipts for payment for these with the Society and shall indemnify and hold harmless the Society against all penalties and liabilities of each and every kind for the breach of any such provisions. The Developer shall bring to the notice of the Society all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Society and also obtain the necessary approvals sanctions of the Authorities solely at his own cost. Notwithstanding the insurance obligations the Developer shall not be relieved of the obligation to indemnify and hold harmless the Society in relation to the provisions here above. Any deductibles or excesses not insured by the parties and any Amounts not recovered from the insurer not withstanding compliance by the parties with their obligations in respect to such insurances shall be borne by the Developer in accordance with the respective liabilities under the Contract. The Developer shall maintain a statutory compliance register for the Project and shall provide copies of material notices, approvals, renewals, licences, permissions and statutory communications to the Society/PMC upon request.

**9. Labour relations and compliance to labour laws.**

The Developer shall keep the Project Management Consultant informed of any labour disputes arising on the Project and any possible difficulties anticipated in respect of labour staff. The Developer shall also keep the PMC/ Society informed of the details of the labour force and the labour problems that m a y occur, as required by the relevant labour laws. The Developer shall ensure that all necessary safety precautions as per laws are taken at Site, such as the providing of safety helmets, belts, shoes, etc. as required for the Project and to satisfaction of the PMC/ Society.

The Developer shall comply with the provisions of law that include Union, State & Local, the Contract Labour (Regulation and Abolition) Act and the Minimum Wages Act, as applicable in the state of Maharashtra. The Developer shall submit a copy of his registration and license duly renewed as per the provisions laid down under the Contract Labour Act. The Developer shall at all times indemnify and hold harmless the Society from and against all claims, damages, or compensation under the provisions of the payment of the Wages Act 1938, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Fatal Accidents Act, Apprentice Act 1961, Industrial Disputes Act 1947, Contract Labour (Regulation and Abolition) Act 1970 or any modifications thereof or any other law relating thereto including Common Law and Rules made here under from time to time till completion of the Project.

**10. Objects of Antiquity.**

All objects of value or antique found on the Site shall remain the property of the Society and any such find shall immediately be reported to the Society and Society's Project Management Consultant.

**11. House keeping and Site Structures**

The Developer shall always maintain a separate and dedicated house-keeping to maintain proper cleanliness and safety at site at no extra cost to the Society.

**12. Resolution of Dispute**

If any dispute, difference or claim arises between the parties in connection with this Bid or the validity, interpretation, implementation or alleged breach of this Bid or anything done or omitted to be done pursuant to this Bid Document, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation, then either party may refer the dispute for resolution to a sole arbitrator jointly appointed by the parties. If the Parties cannot agree on the person to be appointed as sole arbitrator then the Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The law governing the arbitration shall be Indian Law. All proceedings in such Arbitration shall be conducted in the English language. The parties hereto agree that the Arbitration shall be conducted in Mumbai and Courts at Mumbai only shall have jurisdiction in respect of all matters whatsoever arising out of this contract/ agreement. The seat and venue of arbitration shall be Mumbai. The language of arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. Nothing contained herein shall prevent the Society from seeking interim, injunctive or protective relief from the competent courts at Mumbai.

**13. Termination of Agreement by Society**

If the Developer commits a material breach of any term of the Tender Documents or Development Agreement, fails to maintain the required security, abandons the Project, fails to achieve material milestones, becomes insolvent, attempts any unauthorised assignment or encumbrance, creates any unauthorised third-party interest, commits fraud or wilful misconduct, or otherwise acts in a manner materially prejudicial to the interests of the Society or its Members, the Society shall be entitled to terminate the Development Agreement in accordance with the termination mechanism therein. For a curable breach, the Society shall provide a written notice specifying the breach and requiring the Developer to cure the same within the period specified in the Development Agreement. No cure period shall be required for abandonment, insolvency, fraud, unauthorised assignment, unauthorised creation of encumbrance, or any other breach which is incapable of cure or which, in the reasonable opinion of the Society, requires immediate action to protect the Society or its Members.

In such case the "Security Deposit” of the developer shall immediately stand forfeited. And further the Society, under advice of the Consultant, by his Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing the works or by employing any other Developer or other person or persons to complete the works and the Developer shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Developer or other persons employed for completing and finishing or using the materials and plant for the works. The Consultant at the instructions of the Society through the other Developer / contractor shall complete the project as per terms and conditions of the agreement, executed between the Developer and the Society utilizing the Bank guarantee amount / saleable premises consideration or any other revised terms and conditions better than the original terms as may be approved by the Society and after completion of the project and after obtaining Occupation certificate and after providing flats to the members of the society, the account of the Developer, whose agreement has been terminated would be settled by mutual consent between the Developer and the Society in accordance with terms and conditions of the Development Agreement and in accordance with Law. The deemed consent and No Objection of the Architect of the Developers for taking over of the project by the Society is hereby accorded and the same shall be the sole liability of the Developers.

# SECTION – 10

# PROJECT SPECIFICATION

## 1. General requirements

In general provisions of the Indian Standards and other national standards shall be followed. These specifications are not intended to cover the minute details. The work shall be executed in accordance with the best modern practice. All codes and standards referred to in these specifications shall be the latest revision thereof.

If at any time the Society/ PMC finds the Developer's methods, materials, workforce or equipment to be unsafe, inefficient or inadequate, to achieve the quality of work or the rate of progress required, they may instruct the Developer to take necessary corrective measures to increase their safety, efficiency and adequacy etc. and the Developer shall comply with such instructions. Failure of the PMC/ Society to issue such instructions shall, however, not relieve the Developer of his obligations to secure the quality, the safe conducting of the work and the rate of progress required under the Development Agreement and the Developer alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, workforce, equipment and timely completion of the project. All specifications contained in this Section shall constitute minimum specifications and standards. The Developer shall provide materials, workmanship, equipment, fixtures and finishes of the quality specified herein or of a higher quality, and no reduction, substitution or dilution of such specifications shall be permitted without the prior written approval of the Society and PMC. Any approval, inspection or certification by the Society, PMC, Architect or any consultant shall not relieve the Developer of its independent responsibility for the quality, structural safety, workmanship, performance and timely completion of the Project.

## 2. Site Rules

All necessary access to working areas shall have to be made and maintained by the Developer at his own cost. The Developer shall provide his own watch and ward security service for the security of the materials, plants and equipment. All setting out work shall be carried out accurately by the Developer with his own instruments. The Developer shall give all facilities to the Society and the Project Management Consultant to check the accuracy of any work at site. The Developer shall take all precautions to preserve the benchmark and other reference points agreed with the Society / Project Management Consultants in the-vicinity of the Project.

The complete installation which the Developer is to undertake for his on-Site power supply shall conform to the Indian Electricity Rules 1966 and Indian Electricity Act 1910. The Developer shall provide at his own cost portable generators to maintain regular power supply for his operations in case of disruption of power supply due to sudden failure or any other unforeseen circumstances. The Developer shall indemnify and hold harmless the Society from any liability, either legal or financial, for damages or delay caused to the Developer on account of the failure of power supply. Any interruption of power, water or other temporary services required for construction shall not entitle the Developer to claim additional cost or extension of time except to the extent expressly qualifying as Force Majeure under the Development Agreement. The Developer shall be solely responsible for protection and security of the Project site, construction materials, machinery, equipment and temporary works until completion and handover to the Society. Any loss, theft, damage or deterioration of materials, equipment or works prior to handover shall be made good by the Developer at its own cost without any additional cost to the Society.

## 3. Site Offices

The Developer shall at his own cost construct site offices stores and other facilities, such as canteens, toilets, etc., all to comply with the PMC / Society's satisfaction. Any necessary Municipal permission, if required to be taken in this regard, the same shall be obtained by the Developer and any charges for these temporary structures shall be borne solely by the Developer. The Developer shall provide at his own cost CCTV cameras with monitor at site during the construction stage and provide IP code to society members for monitoring the site, which can also be helpful for the developer in tracking the project as well as materials at site.

The Developer shall also provide temporary office for the Society & Project Management Consultant to accommodate the following or as may be directed and approved by the Society.

- Office Room for Society team – with seating space for minimum 10 persons with attached Toilet.
- Office for PMC team with seating space for minimum 6 persons with attached toilet.
- Conference Room for not less than 30 persons with sufficient attached urinals & toilets.
- All above rooms shall be provided with Air Conditioner & electrical fittings/ Fixtures.

The running and maintenance of these facilities shall be arranged & born by the Developer. The Society and PMC shall have unrestricted reasonable access to the site offices and Project site during working hours and, where reasonably required for safety, inspection or emergency purposes, at other times. The Developer shall maintain the Society and PMC offices and all related facilities in usable condition throughout the construction period and shall bear all operating, maintenance, electricity, water, internet and other incidental costs thereof.

In the event the Developer fails to provide the required office space for the Society and/or PMC within the time stipulated by the Society or otherwise fails to maintain such office space in a usable and functional condition, the Developer shall, until such office space is duly provided and made available, pay to the Society the monthly rent for alternative office premises arranged or required by the Society. Such rent shall be calculated at the prevailing market rental rate for comparable office premises in the vicinity of the Project site, as reasonably determined by the Society. The Developer shall make such rental payment within 7 (seven) days from receipt of the Society's written demand, without any deduction or set-off, and such payment shall be in addition to and without prejudice to any other rights or remedies available to the Society under the Tender, Development Agreement or applicable law. The Developer shall also bear the reasonable brokerage, security deposit, shifting and other incidental costs, if any, incurred by the Society for securing such alternative office premises.

**4. Demolition work**

Before any demolition work commenced and also during the progress of work, following shall be taken into consideration:

a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
b. No electric cable or apparatus which is liable to be as source of danger or a cable or apparatus used by operators shall remain electrically charged.
c. All practical steps shall be taken to prevent danger to people employed, from risk of fire or explosion, or flooding. No roof, or other / any part of a building shall be so overloaded with debris or materials as to render it unsafe.
d. The Developer shall not employ men below the age of 18 and also not employ women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken

  - No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry and crapped.
  - Apron shall be supplied by the Developer to workmen and adequate facilities shall be provided to enable working painters to wash during and on the station of work.
  - Disposal of all the debris: The Developer shall be responsible for the safe disposal of all the debris and scrap materials generated during the Project in accordance with the applicable statutory rules &

regulations. The cost incurred for all such disposals shall be borne by the Developer.

No demolition shall commence until all conditions precedent specified under the Development Agreement, including execution and registration of the PAAA with the concerned Members, payment of applicable displacement/temporary accommodation compensation and receipt of the required statutory approvals, have been duly satisfied. The Developer shall prepare and submit to the Society/PMC a detailed demolition methodology, debris disposal plan, safety plan and emergency response plan before commencement of demolition.

**5. Soil Investigation**

The Developer has to get the soil tested through approved & specialized Soil Expert. Soil investigation will be carried out at site to ascertain the safe bearing capacity of the soil or the depth of pile foundation / open foundation. Foundation shall be decided based on the recommendation of the soil expert and the structural design consultant. A copy of the complete soil investigation report, including recommendations regarding foundation design, shall be provided to the Society and PMC. The Developer shall be responsible for any additional investigation reasonably required for proper structural design and construction.

**6. Anti-Termite Treatment**

Anti termite treatment in the soil shall be carried out as per the recommendation of PMC/Architect. Seven years warranty shall be obtained from the agency carrying out Anti termite treatment work in the name of the Society. The anti-termite treatment shall be carried out by an approved specialist agency and shall comply with the applicable IS Codes and manufacturer's specifications. The warranty shall be issued in favour of the Society and shall be transferable to the Society and/or the individual Members, as applicable.

**7. Material to be used in construction**

The materials such as water, sand, and aggregates to be used for construction purpose shall be clean and free from all types of impurities. The developer shall get the water to be used for mixing, tested in an approved laboratory before using it in the work. All raw materials i.e., cement, sand, aggregates, and reinforcement shall be tested at approved laboratories at regular intervals, at developer's cost and test certificates shall be submitted to Society. Any Material not adhering to standard, shall be removed from the site by developer at his cost. All materials used in the Project shall be new, unused, of first quality and conform to the specifications, applicable IS Codes and approved makes contained in this Tender. Rejected or defective materials shall be removed from the Project site at the Developer's cost and shall not be reused without the prior written approval of the Society/PMC. The Society/PMC shall have the right to inspect, sample and independently test any material at any stage. Where any material fails to meet the specified standard, the Developer shall bear all costs of testing, removal, replacement and rectification.

a. Sand

River sand from approved source shall be used for building concrete, mortar & plastering purpose. The sand if tested in laboratory should give desired results for module tests etc. 'No earth lumps or mud mix will be allowed. Sand used to be free of any soluble impurities like Sulphur etc. River Sand is recommended. However, Manufactured Sand (M-sand) can be used in structural concrete work. The silt content shall be within the permissible level as specified by IS code and i f it exceeds, the sand will have to be washed clean until it meets the recommended standards. Regular testing of silt content is to be maintained as recommended in IS.

b. Coarse Aggregate

Coarse Aggregates shall be from source approved by the Society/ PMC and shall be of Crushed stone (e.g., limestone, granite, basalt), natural grave and shall have sharp edges, black in colour and of approved size (As per standard specifications and grading shall be as per IS code). Coarse aggregate shall be of high strength, durability, and cleanliness (free from silt, clay, or organic matter).

c. Cement

Cement shall be of OPC 53 Grade for R.C.C. work. For plastering, masonry work and tiling purposes, 43 Grade cement shall be used. 53 Grade cement shall conform to IS:12269, while 43 Grade shall conform to IS: 8112.

In case of use of PPC cement conforming to IS 1489, the curing period shall be suitably increased as recommended.

d. Water for construction

Water to be used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalies, salts, sugar, organic materials etc. Potable water is to be used. The pH value of water shall be not less than 6. Sea water is strictly prohibited because of presence of harmful salts in sea water. Construction water shall be as per IS 456 and periodic testing shall be carried out as recommended to ascertain the quality of water. Maintaining quality of water as well as curing of concrete/ plaster as per the Codal requirement is very vital and shall be strictly followed by the Builder.

e. Steel for Reinforcement

Reinforcement steel shall conform to the grade and diameter as stipulated in the detailed RCC Design/ drawing. The Developer shall submit the manufacturer's test certificate for steel to Society. There shall field test & lad test also for steel brought to site. At least one set of test for each new batch of steel. Reinforcement shall conform to I.S.1786 and shall be corrosion resistance steel (R/S 40equivalent) Reinforcement bending shall be as per IS. 2502.

f. Masonry concrete block/ brick

Solid concrete blocks / Bricks to be used for external wall. The Block/ brick to be used shall be got approved from the Society/ PMC before procurement/use. For internal partition walls, If light weight concrete blocks /AAC blocks such as Siporex, Aerocon or Fly-o- Crete or equivalent quality are to be used for masonry work in place of bricks prior approval of Society/P.M.C. shall be taken in writing.

**Note:** If Mivan Construction of specific internal walls to be executed, it has to be jointly decided between Developer's Architect and Society/PMC Architect. Since this will restrict future internal modifications and alterations by individual residents.

g. Other Material for construction

All construction materials and manpower required for the contract shall be provided by Developer. All transportation, unloading at site, handling, storage after delivery shall be the sole responsibility of the Developer. The Developer shall maintain a proper account of all the materials received and consumed and shall submit records and documents as directed by the Society / PMC in regard to their procurement and consumption on regular intervals/ completion of the work. The Materials procured by the Developer at all times shall be open for inspection by the Society & PMC. The responsibility for loss, damage or theft of these materials, shall rest entirely on the Developer. These materials shall not be removed from the site by the Developer due to any reason whatsoever without the written permission of the Society in consultation with the Society/PMC.

Specified reference in the specification to any material by trade name or Catalogue number shall be considered as establishing a standard of quality and performance and not as limiting competition in such cases. Developer may use any other product provided that it ensures the higher quality than the approved make of materials and meets the Society's approval.

No substitution of any specified material, brand, model, specification, fixture or equipment shall be made without prior written approval of the Society/PMC. The Developer shall submit the proposed substitute, technical specifications, warranty, performance data and comparison with the specified material before seeking approval. Any approved substitution shall be of equal or superior quality, durability, performance and warranty and shall not result in any additional cost to the Society or its Members.

## 8. Reinforced Cement Concrete Work (RCC)

RCC design shall conform to latest IS code with special reference to the earthquake stability. The RCC work shall be carried out strictly as per the RCC drawing and schedule supplied by RCC consultant. All the concrete used for the R.C.C. work shall be of mix design concrete and be from ready mix concrete Plant/ Computerised Batching Plant for all major structural concrete. All lap, bindings, bonds, chairs shall be as per the Standard drawing furnished by the RCC consultant and shall be in accordance to IS code. No concreting is to be done unless reinforcement is verified and certified by RCC consultant appointed by developer (with Society's/ PMC consent).

Earthquake Resistance / Stability Certificate for each Building /Wing duly signed by the Structural Consultant to be provided to Society during handing over of the project. Necessary formwork shall also have the approval of RCC consultant. Best quality metal plates, metal props, metal purlins, pins shall be used. Only metal adjustable cross bracings shall be used for centering work. Curing of concrete shall be strictly followed as per the IS code. Columns shall be wrapped in Hessian cloth for proper curing. All major concert work shall be marked with date of casting to identify the requirement of curing period.

De-centring shall be done strictly as per the RCC consultant's instructions. No concrete surface shall be repaired after de-centring unless approved by the structural consultant & the Society/ PMC.

Adequate numbers of concrete cubes as per the requirements of IS Specification IS:516 must be tested and shall have satisfactory test results. Otherwise, the concerned concrete portion will have to be dismantled and recast at developer's cost and risk. If RMC is used for concreting, then concrete cubes shall be taken on site and tested by developer. Results provided by RMC companies shall not be accepted.

No structural alteration, change in structural design, reduction in structural member dimensions or change in reinforcement shall be made without the prior written approval of the Structural Consultant, PMC and Society. The Developer shall provide the Society with all structural drawings, structural calculations, material test reports, cube test reports, reinforcement test certificates, inspection reports and structural stability certificates forming part of the Project records. A Structural Stability Certificate for each building/wing shall be provided to the Society at the time of handover and shall confirm compliance with the sanctioned plans and applicable structural and seismic requirements.

## 9. Plastering work

All plastering shall be as per the provision of IS 1661, Code of practice for application for cement and cement lime plaster. Sand used for plastering shall be as per IS 1542.

a. External Plastering & finishing work

External Cement plaster on walls shall be minimum 18 mm thick in double coat finish with part texture and balance in sand face finish in C.M. 1:4. At the junction of the R.C.C. members and masonry work, appropriate water proofing chemical / polymer slurry shall be filled up with application of chicken mesh / fibre so to avoid the development of cracks at the junctions in future.

b. Internal Plastering work

All internal walls will have minimum 12 mm thickness of 1:4 cement plaster, finished with Gypsum punning/ Birla Putty & grooves at skirting level.

Ceiling Plastering shall be of 1:4 cement sand (fine) mortar of thickness not less than 6mm. The plaster shall be finished with POP punning/ Birla putty.

## 10. Finishing of wall & Ceiling

Internal plastered wall/ ceiling shall be finished with 2 or more coats of acrylic emulsion paint over necessary coat of primer as per manufacturer’s printed instruction.

External wall plastered surface shall be finished with weather coat external waterproof paint over necessary primer and external Birla White Wallseal Waterproof Putty.

## 11. Paving, Flooring & Dado/wall tiling

a. Paving / Flooring / Dado

The flooring in rooms will be of Vitrified tiles laid to proper line and level as per sizes mentioned elsewhere in this document and as per the instructions of the Architect, in 1:4 cement sand mortar. Skirting shall be provided for the same tile of 3" or 4" height in neat cement float, flush with the wall. Tile Joints shall be filled with grouts of matching colour and cleaned properly following IS:6509.

For wet area, floor shall be of antiskid type vitrified ceramic as per size mentioned elsewhere in this document. Proper slope shall be provided for quick drainage of eater.

b. Wall tiling

Wall tile shall be vitrified ceramic as per size mentioned elsewhere in this document to match with the floor and as per approval of the Architect & Society/ PMC. The wall tile shall be of mirror finish. The wall tile joint shall be fixed with white cement paste / tile adhesive, finished with matching grout.

c. Paving in Open space

All the open spaces around the building except Garden, Water body area etc. will have 9" thick Rubble Soling with 4" thick concrete (1:2:4) finished with interlocking anti-skid paver tile as per pattern & design given by Architect and complying with NMMC Rules / CFO NOC.

d. Staircases

Staircase design shall be such that width of stair flight shall be Minimum 5'-0" or as per the NMMC/ CFO approval. Stair tread & Landing floor shall be of Kota Stone. Wall and ceiling of stair shall be treated with acrylic paint over cement sand mortar.

**12. Water proofing work**

All waterproofing work viz. Basement raft/ terrace/ toilet / kitchen/ Lift pit or any wet/ water body shall be carried by approved specialist agency. The type of waterproofing shall be discussed and shall be as approved by Society.

The terrace waterproofing work shall be carried out in three layers viz first, chemical coating over the slab surface (2 coats) of Polyalk (W.P.) of Sunanda Chemicals / Roffe/ Dr. Fixit chemicals slurry, then old seasoned brick bats shall be laid to proper slope of average 4" thickness in 1:4 cement sand mortar and over the same, IPS shall laid in 1:4 cement sand mortar 1½ “ average thickness with China chips laid over the same in 1:4 cement sand mortar and terrace laid to proper slopes.

Developer & the Specialist waterproofing agency shall give 10 years joint guarantee against leakages for all waterproofing work in favour of the Society. The guarantee shall be in form of Bang Guarantee for an amount of atleast 10% of the cost of waterproofing work and shall be valid for 10 years from the date of getting Occupancy Certificate. The Guarantee shall be handed over to the Society on completion of the project. The waterproofing guarantee shall cover all consequential rectification works arising from leakage or failure of waterproofing, including damage to plaster, flooring, ceilings, paint, electrical installations and other affected works. The Developer shall rectify any leakage or waterproofing failure within the period specified by the Society/PMC, failing which the Society shall be entitled to invoke the waterproofing guarantee and recover the cost of rectification from the Developer.

**13. Quality, Warranty and Rectification**

All finishing, flooring, plastering, waterproofing, painting, tiling and allied works shall be executed strictly in accordance with the specifications contained in this Tender and the approved drawings. The Developer shall rectify, at its own cost, any defect, failure, leakage, cracking, debonding, seepage, settlement or deterioration attributable to defective material, workmanship, design or installation, whether discovered before or during the Defect Liability Period. The Developer shall remain responsible for latent defects to the extent provided under the Development Agreement and applicable law.

**14. Applicable Codes & Standard**

All standards, specifications and codes referred to herein shall be the latest applicable editions/revisions as on the date of execution of the relevant work. In case of any discrepancy between this Tender and an applicable mandatory statutory requirement or applicable code, the requirement providing the higher standard of safety, quality and performance shall prevail, to the extent legally permissible. No provision of this Tender shall be interpreted as permitting the Developer to adopt a standard lower than any mandatory statutory or regulatory requirement. In case of any discrepancy between the enclosed specification and those referred to herein, the former shall Govern:

| IS: CODE NO. | DESCRIPTION |
|---|---|
| **1. EXCAVATION AND EARTHWORK** | |
| IS-6313 | Code of practice for anti-termite measures in buildings. |
| IS -783 | Code of Practice for laying concrete pipes |
| IS-2120 | Determination of Water Content / Dry Density |
| IS—3385 | Code of practice for measurement of Civil Engineering works |
| IS-3764 | Safety code for excavation Work |
| IS-4081 | Safety code for blasting and related drilling operations |
| IS-10379 | Code of practice for field control of moisture and compaction of soils or embankment and sub-grade. |
| **2. CONCRETE AND ALLIED WORKS** | |
| IS-383 | Coarse and fine aggregates from natural sources for concrete |
| IS-456 | Code of practice for plain and reinforced concrete, |
| IS-516 | Methods of test for strength of concrete |
| S-1199 | Method of sampling and analysis of concrete. |
| IS-1489 | Portland-Pozzolana cement |
| IS 1786 | High strength deformed steel Bars and wires for concrete |
| IS 2386 | Methods of test for aggregates for concrete |
| IS-2430 | Methods of sampling of aggregates for concrete |
| IS-2571 | Code of practice for laying in situ cement concrete flooring |
| IS-2645 | Integral cement waterproofing. Compounds |
| IS-3370 | Code of practice for concrete structures for the storage of liquids. |
| IS-4925 | Concrete batching and mixing plant |
| IS-4990 | Plywood for concrete shuttering work |
| IS-8042 | White Portland cement |
| S-10262 | Recommended guidelines for concrete mix design |
| S-8112/ 12269 | ordinary Portland cement (M43 & M 53 grade) |
| **3. CONCRETE REINFORCEMENT AND ALLIED WORKS** | |
| IS-432 | Mild steel medium tensile Steel bars and hard drawn steel wire for concrete reinforcement |
| IS-800 | Code of Practice for General Construction in Steel |
| IS-875 | Dead Loads Unit Weight of Building Material and Stored Material Imposed Loads. Wind loads |

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|---|---|
| IS 1121 | Methods for tensile testing of steel wire. |
| IS 1608 | Method of tensile testing of steel products. |
| IS 1642-43.1644 | Code of practice for fire safety of building |
| IS 1791 | Batch Type Concrete Mixers |
| IS-1893 | Criteria for earthquake resistance design of structures. |
| IS -2502 | Code of practice for bending and fixing of bars for concrete |

| | |
|---|---|
| IS-2506 | Screed Board Concrete Vibrators |
| IS-2722 | Portable Swing weigh batchers for concrete (single and double bucket |
| IS -2751 | Code of practice for welding of mild steel plain and deformed bars for reinforced concrete construction. |
| IS—2911 | Code of practice for designs and construction of pile foundation. |
| IS-3025 | Method of Sampling and Test (Physical and chemical) for water used Industry. |
| IS : 3558 | Use. Of Immersion Vibrators for Consolidating Concrete |
| IS 3664 | Non-destructive test |
| IS-3696 | Safety code for scaffold and Ladders |
| IS-4326 | Earthquake resistant design and construction of building |
| IS—4634 | Method of testing Performance of Batch. Type Concrete Mixers |
| IS-5816 | Destructive test |
| IS-8112 | Ordinary, Portland Cement (OPC) Grade.43 Cement |
| IS-8989 | Safety code for erection of concrete framed structures |
| IS-13920 | Ductile Detailing of Reinforced Concrete Structures subjected to Seismic Forces-Code of Practice |
| **4. MASONRY WORK** | |
| IS-1077 | Common burnt clay building bricks |
| IS-1597 | Code of practice for construction of stone masonry |
| IS-1905 | Code of practice for structural safety of buildings. Masonry walls. |
| IS-2116 | Sand for Masonry Mortars. |
| IS-2212 | Code of practice for brick work |
| **5. PLASTERING, POINTING & PAINTING** | |
| IS-1542 | Sand for plaster |
| IS-1661 | Code of practice for application for cement and cement lime plaster finishes |
| IS-2395 | Code of practice for painting, concrete, masonry and plaster surfaces. |
| IS-2933 | Specification for enamel, synthetic, exterior, type - II |
| IS:2932 | Specification for enamel, synthetic, exterior, type – I |
| **6. PAVING, FLOOR FINISHING AND DADO** | |
| IS-6509 | Code of practice for installation of joints in concrete pavements. |
| IS-1237 | Cement concrete flooring tiles. |
| IS-1443 | Code of practice for laying and finishing of cement concrete flooring |
| IS-777 | Glazed earthenware tiles. |
| IS:2114 | Laying in situ terrazzo floor finish |
| IS:2571 | Laying in situ concrete flooring. |
| **7. DOORS, WINDOWS AND VENTILATORS** | |
| IS-4021 | Timber door, window and ventilator frames. |
| IS-1003 | Timber paneled and glazed shutters. |
| IS-2191 | Wooden flush door shutters (cellular and hollow core type) |
| IS-2202 | Wooden flush door shutters (solid core type). |

| | |
|---|---|
| IS-2338 | Code of practice for finishing of wood and wood based materials |
| IS-1948 | Aluminum doors, windows and ventilators |
| IS-1949 | Aluminum windows for industrial buildings |
| IS:3548 | Glazing in building. |
| IS: 4020 | Methods of tests for wooden flush doors : Type tests. |
| IS: 5807 | Method of test for clear finishes for wooden furniture. |
| IS:17953 | uPVC profiles for doors & windows |
| **9. SANITARY, WATER SUPPLY AND DRAINAGE WORKS** | |
| IS-2556 | Vitreous Sanitary appliances (Vitreous china). |
| IS-5329 | Code of practice for sanitary pipe works above ground for buildings |
| IS-775 | Cast iron brackets and supports for wash basins and sinks. |
| IS-3486 | Cast iron spigot and socket drain pipes. |
| IS-782 | Caulking lead |
| IS-651 | Salt glazed stoneware pipes and fittings. |
| IS-5961 | C.I. gratings for drainage purposes. |
| IS-774 | Flushing cisterns for water closets and urinals. |
| IS:2065 | Water supply in buildings. |
| IS: 1172 | Basic requirements for water supply, drainage and sanitation. |
| IS:771 | Glazed earthen ware sanitary appliance. |
| IS: 1172 | Basic requirements for water supply, drainage and sanitation. |

## SECTION – 11

## LIST OF APPROVED MAKES

| Sr. No. | Material | Approved Brands |
|---|---|---|
| 1. | Cement | ACC / Gujarat Ambuja / Ultratech / Birla |
| 2. | Ready mix Concrete | J K Laxmi / Lafarge Aggregate and Concrete India/ / Ultratech Cement Ltd./ RPMC Ready-mix (India) |
| 3. | Reinforcement steel | SAIL / RINL / TISCO / JSW TMT/ |
| 4. | Concrete additives and construction chemical | Foscroc/ Sikka/ BASF/CICO / "Sunanda" Chemicals/ Dr. Fixit |
| 5. | Light Weight Concrete Blocks/AAC | Siporex/ Aerocon/ Fly-o-Crete |
| 6. | Waterproofing compound | Fosroc / Dr. Fixit / MC Bauchemie / Roff /Sika |
| 7. | White cement | JK white/ Birla / ACC |
| 8. | Door Hardware | Europa/ Dorset /Dormacaba/ Godrej/ Hafel India |
| 9. | Glazing | Modi guard / Asahi India / Saint Gobain |
| 18. | Flush & Panel Doors-ISI mark | Century Door/ Archid Play/ Ureka Door/ Mikasa Door. |
| 10. | uPVC door & Windows | Fenesta/ Prominance /VEKA /Encraft India |
| 11. | Fire Resistant Door | Godrej / Shakti / Pacific Fire control/ Radiant |
| 12. | Acrylic emulsion Paint | Berger / Asian / Nerolac |
| 13. | Exterior Paint | Asian Paints -Apex Uitima/Dulux Weather shield Max |
| 14. | Ceramic & Vitrified Tiles | Nitco/ Kajaria / H & R Johnson/ Somany |
| 15. | CI pipes | Neco / Tata Metalics / Electrosteel casting/BIC India |
| 16. | HDPE/ PVC pipes-CPVC and UPVC pipe & fittings | Supreme / Prince / Finolex /Jain Pipe |
| 17. | GI. Pipes | Tala / Zenith /Jindal /Surya/ Prakash / Swastik |
| 18. | G.I. Fittings | Gujrat Steel / KS / UNIK / Zoloto |
| 19. | Plumbing Fixtures & CP fittings | Jaquar/ Hindware / Roca / |
| 20. | Sanitary fixture | Parryware / Hindware / Cera / Jaquar |
| 21. | S S kitchen Sink | Nirali / Jindal / Chillys / Prayag / Jayna |
| 22. | Mirror | Modiguard / Cera / Prayag / Zircon |
| 23. | Water, sewage & fire pump | Kirloskar / Grund foss / KSB |
| 24. | Gun metal valves & Fittings | Premier, Leader / Zoloto / Sant/ |

| | | |
|---|---|---|
| 25.. | C.I. Manhole Covers and Grating | Ashok Foundary, NECO / BIC. / AIC Casting / Hepco |
| 26. | MS Conduit & PVC Conduit | BEC / Supreme/ Prince / AKG / |
| 27. | Electrical wires | Polycab / Finolex / Havels / Nicco |
| 28. | DB & SDB | GE / Schenider / Siemens / ABB / LEGRAND / |
| 29. | Electrical fixtures, switch, socket | Anchor / Havels / Legrand / Schneider |
| 30. | Ceiling /Exhaust fans. | Crompton, Orient, Havells |
| 31. | Pump | Best & Crompton, Crompton WASP, Kirloskar |
| 32. | lifts | Schindler / Kone / Otis / Mitsubishi |
| 33. | home security system | Godrej / Hikvision/ Honeywell/ MyGate |
| 34. | Current Transformer | Crompton Greeves /Schenider / Areva / AE |
| 35. | HRC Fuses | L&T /GE /Siemens /ABB |
| 36. | HT / LT Cables | Finolex / Polycab / Gloster /Havels / CCI / KEI |
| 37 | DG Set | Greaves Cotton / Cumins / Kirlosker / Ashok Leyland |
| 38 | LT Panel / Capacitor Panel / / DB Panel / Feeder Panel | L&T/ Schenider / ABB / C& S ELECTRICS / Rashmi Electricals / |
| 39. | Hydrant Valves, Fire Brigade Inlet & Shutoff nozzle | Newage / Minimax / Eversafe |
| 40. | Rubber Pipe for Fire Hose | Gates / Jyoti |
| 41. | Sluice & Non-return Valve | Kirloskar / Kalpana / Sant |
| 42. | Fire Extinguisher | Minimax / Ceasefire / Firex / Newage |
| 43. | RRL Hose | Newage / CRC |
| 44. | Dose Drum | Newage / Eversafe |
| 45. | Intelligent addressable smoke detectors | Esser / Morley / Honeywell / Siemens |
| | | |

**Note:**

i. Any proprietary item not specified in the approved list shall be procured only from a reputed manufacturer and only after obtaining prior written approval of the Society/PMC.

ii. The Developer shall submit the proposed make, model and technical specification to the Society/PMC before procurement. Approval of a particular make shall not relieve the Developer from ensuring compliance with the specifications, applicable IS Codes and statutory requirements.

**iii.** Where multiple series/models of a particular approved make are available, the Developer shall use the model/series meeting or exceeding the specifications stated in this Tender. The Developer shall not use a lower-grade or economy series merely because the manufacturer is an approved make

**iv.** No change in an approved make, model or specification shall be made without prior written approval of the Society/PMC. Any substitution shall be at no additional cost to the Society or its Members.

# SECTION – 12

# EXHIBITS AND FORMS

EXHIBIT-____

EXISTING INDIVIDUAL FSI STATEMENT

| Buildings | Number of Units | Actual usable carpet area in square feet of each unit |
|---|---|---|
| Bungalows | 10 | 2052.37<br>**Note**: In addition to above carpet area, Bungalow Owners are in exclusive use of Varanda and Open Car Parking Area of 849.14 square feet |
| Building No.A (3BHK) | 29 | 1133.02 |
| Building No.B1 (2BHK) | 30 | 686.96 |
| Building No.B2 (2BHK) | 28 | 743.04 |
| Building No.C1 (1BHK) | 24 | 461.02 |
| Building No.C2 (1BHK) | 30 | 461.02 |
| Building No.C3 (1BHK) | 30 | 461.02 |
| Building No.C4 (1BHK) | 24 | 461.02 |
| Building No.C5 (1BHK) | 24 | 461.02 |
| Building No.C6 (1BHK) | 24 | 461.02 |
| Building No.C7 (1BHK) | 24 | 461.02 |
| Building No.C8 (1BHK) | 30 | 461.02 |
| Building No.C9 (1BHK) | 30 | 461.02 |
| Building No.C10 (1BHK) | 24 | 461.02 |
| Building No.C11 (1BHK) | 24 | 461.02 |
| Building No.D1 (1RK) | 16 | 282.99 |
| Building No.D2 (1BHK) | 16 | 351.98 |
| Building No.E1 (1BHK) | 14 | 461.02 |
| Building No.E2 (1BHK) | 18 | 461.02 |
| Building No.E3 (2BHK) | 18 | 612.04 |
| Building No.F (1BHK) | 20 | 461.02 |
| Building No.GA (1BHK) | 14 | 461.02 |
| Building No.GB (2 BHK) | 28 | 612.04 |
| Shop No.1 | 1 | 245.96 |
| Shop No.2 | 1 | 269.64 |
| Shop No.3, 4, 5 and 6 | 4 | 242.84 |
| Shop Nos.7 &8 | 2 | 254.35 |
| Shop No.9 | 1 | 250.80 |
| Shop No.10 | 1 | 212.27 |
| Shop No.11 | 1 | 188.91 |
| Shop No.12 | 1 | 116.57 |
| Shop No.13 | 1 | 147.14 |
| Shop No.14 | 1 | 98.38 |
| Shop No.15 and 16 | 2 | 121.31 |
| Shop No.17 | 1 | 55.11 |

Sign and stamp of Bidder

| | | |
|---|---|---|
| Stilt Car Parking | | |

The Individual Entitlement Statement shall form the basis for determining the rehabilitation entitlement of each existing Member, subject to verification and finalisation in accordance with the Tender Documents, applicable law and the Development Agreement.

The rehabilitation area shall be specified on the basis of MOFA carpet area and shall not be reduced, converted or substituted by reference to RERA carpet area unless expressly agreed by the Society and the concerned Member in writing.

Any discrepancy identified in the entitlement statement shall be verified and resolved by the Society with the assistance of its PMC and Legal Advisor before execution of the relevant Member documentation.

EXHIBIT-___

TEMP0RARY ACCOMMODATION EXPENSES

EXHIBIT-___

FEES & TERMS OF PAYMENT TO PMC

1. **Total Lump Sum Fee payable to the PMC**

| Sl. No. | Services/Item | Fee . (LS Rs.) |
|---|---|---|
| Part –I | PMC services to provide the scope of work as mentioned under "WORKS BEFORE ENGAGEMENT OF DEVELOPER" | 15,00,000 |
| Part –II | PMC services to provide the scope mentioned from stages "BEFORE CONSTUCTION STAGE" to "END OF THE CONSTRUCTION STAGE" | 1,66,60,390 |

2. **Break down details of Fees to PMC and payment stages.**

| **Sr. No.** | **Milestone** | **Payment (₹)** | **Remarks** |
|---|---|---|---|
| 1 | On submission and acceptance of Feasibility Report | ₹50,000/- | Payable from Society A/c |
| 2 | On receipt of Commencement Certificate of the Project | Balance amount as agreed in Part I of Financial Bid | Payable through Developer |

**Part II – Construction & Handover Stage - Total professional fee payable is Rs.______________**

| **Sr. No.** | **Milestone** | **% of Fees (Part II)** | **Payable By** |
|---|---|---|---|
| 1 | On completion of relocation of Society Members | 20% | By Developer on request of Society |
| 2 | During construction period (on pro-rata basis with progress of work) | 50% | By Developer on request of Society |
| 3 | On obtaining Occupancy Certificate | 15% | By Developer on request of Society |
| 4 | On completion of handing over of flats to all Society members | 15% | By Developer on request of Society |

**Notes:**

a) GST as applicable shall be reimbursed to the PMC on submission of proof of payment to GST authorities.

b) The Society shall pay only **₹50,000/-** under Part I.

c) The balance of Part I and Part II fees shall be certified by the Society for payment by the **Developer**.

d) The Lump Sum Fees mentioned for both Part-I & Part-II are firm fixed without any price variation for what so ever reason. The period of Service of PMC depends on various factors from the start of PMC appointment to handing of completed DUs to Society members and completion of all aspects of redevelopment including the time required by the builder for all his scope of work.

All professional fees payable to the Society's PMC and other Society-appointed consultants which are allocated to the Developer shall be paid by the Developer to the Society against appropriate invoices/supporting documents. The Society shall thereafter make payment to the concerned PMC/consultant. The Developer shall not make direct payment to the Society's PMC, Legal Advisor, Architect, Tax Consultant or other consultant unless specifically authorised in writing by the Society. The Developer shall make payment to the Society within 15 days of receipt of the relevant invoice/supporting documents.

EXHIBIT-____

MINIMUM COMMON FACILITIES & AMENITIES

1. Foot Ball Ground
   Two football ground suitably located to be provided one of size 20m X 30 M and the other of size 10m X 105m. (Will be discussed in the next joint redevelopment committee meeting)

2. Two Swimming Pools
   The sizes of pool shall not be less than 20 Ft X 40 Ft with toddler marked area finished with suitable ceramic tile. The Pools should have lighting, seating area with nearby changing room. (Will be discussed in the next joint redevelopment committee meeting)

3. Badminton & Basketball Ground

   Separate area to be provided for playground to accommodate at least 2 Badminton Courts (40 ft X 20 ft) and one Basketball court (30 ft x 40 ft).

4. Gymnasium – Fully equipped fitness centre

   Two separate Gymnasium of size at least 500 sft each to be provided with minimum essential equipment like:
   - **Cardio:** Treadmills, stationary bikes, and elliptical trainers
   - **Strength:** Multi-gym machine, dumbbells (rubber-coated 2.5kg–25kg), weight bench and a dumbbell rack.
   - **Free Weights**: Olympic rods (5' to 7'), E-Z rods, and rubber-coated weight plates.

5. Room for Indore Games

   (i) Table Tennis 2 sets, (ii) 2 sets Carrom

6. Children's Park and safety paly area

   A children's park area with Seesaw, Ring, slides etc. of size not less than 300 Sqm to be provided at outdoor.
   Separate indoor toddler area is also to be provided of minimum size of 100 Sqm.

7. Community Centre

   A community centre is to be provided at lowest floor to accommodate
   - Community Hall of size not less than 6000 Sft of carpet area
   - Community Kitchen/ Cafeteria
   - Four guest rooms & hall
   - Sufficient Toilet & Urinal.

8. Senior citizen recreation Room.

A Senior citizen Room is to be provided at Ground level, well accessed, having minimum 300 Sft area equipped with Resting chairs, space for playing carrom & cards.

9. Cretch Room.

   One Room for Cretch shall be provided with all facilities and Toilet. This should not be less than 200 Sqft or as per standard guidelines. It shall contain necessary Furniture.

10. Society Office

    Society office shall be of sufficient size to accommodate i) one large hall for general meetings for 30 seating, ii) Storage rooms for Society office – 4 units; iii) one room of about 100 sft for Society staff, attached toilet.

11. Security Office /Gate House & Gate Complex

    Entry & Exit Gate shall be of Heavy Quality.
    At the Entry Gate a Security Office cum Guard House shall be provided of not less than 500 Sft, housing a Security Office, changing room, Guest waiting room, two toilets (one for staff & the other for Guests). The security Office to have Granite Counter with Glass window on both outsides & inner wall.
    Sufficient Parking area for waiting guests to be provided.

12. Security / Boundary wall

    There is an existing boundary wall at site. However, it is likely that during the work the wall might get dismantled due to damage/ working ease etc. A new Security cum boundary wall shall be designed keeping the new design of the complex. However, height of security wall should not be less than 2.7 m from ground level on either External or Internal side whichever is higher. The wall shall be properly designed by Structural Designer and shall withstand wind, seismic and load/ water pressure from hill side during rainy season.

13. The Existing Mandir

14. The Mandir inside the Society premises to be retained and needs to be renovated/ modified to suite the design of the proposed redeveloped complex. A storage room of 200 sft is to be created attached to the existing Mandir. The said storage room, one wall shall be fixated with the stainless-steel rack to keep mandir storage items as per the specification approved by the society. Also, a small office room adjacent to the storage area of 80 sq ft is to be created.

15. Visitor’s parking

    Parking space for about 50 guests Car to be provided inside the complex in proper location.

16. CCTV Surveillance

    CCTV cameras with DVR monitor system on each floor of the building. Total external area, common area, Parking areas to be covered by CCTV cameras and DVR monitor to be provided in the Security Room in Gate House.

NVR (Network Video Recorder) system with at least 30 days storage capacity, using high-capacity surveillance hard drives shall be provided.

17. Path for jogging & walking.

    Dedicated jogging tracks of at least 8 f wide is to be provided and to be designed for comfort and safety. Jogging track shall be situated away from vehicle traffic, preferably along the periphery of the complex.

18. Fountain & water body

    Near the entrance area of the complex, a large fountain is to be created with proper pumping/ drainage, lighting arrangements. The fountain shall preferably be of “Stone fountain” type covering a area not less than 100 sft and sufficient surrounding open spaces and stone benches.

    Two other water body with smaller fountain is to be provided at suitable locations with proper lighting and water/drainage facility and pump.

19. Provision of Solar Panel

    Provision of Solar Water Heater System for hot water supply to all flats and provision of solar panel for common area lighting to be provided.

Note

1. The facilities and amenities specified in this Exhibit constitute the minimum facilities to be provided by the Developer and shall not be construed as limiting the Developer's obligation to comply with sanctioned plans, applicable law or any additional facility expressly agreed under the Development Agreement.

2. The specifications, brands, quality standards and performance standards shall be subject to approval by the Society/PMC before procurement and installation.

3. No material substitution of any specified material, equipment, fixture or facility shall be made without prior written approval of the Society/PMC.

EXHIBIT-___

FORMS OF PERFORMANCE BANK GUARANTEES (on Stamp Paper of appropriate value)

Nilgiri Gardens Co-Op Housing Society Limited,
Plot No. NA 1, Sector 24 , CBD Belapur,
Navi Mumbai, Maharashtra- 400614
Mobile No.7045045980 –
email: nilgirigarden97@gmail.com
website: www.nilgirigardenschs.com

In consideration of "Nilgiri Gardens Co-Op Housing Society Limited, Plot No. NA 1, Sector 24 , CBD Belapur." (hereinafter referred as the "Society", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……………………………………………having its office at ..................(Hereinafter referred to as the "Developer/ Builder" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement no. / Letter of Award/ Work Order No . ……………….. dated ................ and the same having been unequivocally accepted by the Developer/ Builder, and the Developer/ Builder having agreed to furnish a Bank Guarantee to the Society as "Performance Security" as stipulated by the Society in the said Agreement /contract for performance of the above Redevelopment work amounting to Rs.……………./- (Rupees....................................).

We, …………………………….having registered office at ……………., a body registered/constituted under the .........................(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Society immediately on demand any or, all money payable by the Developer/ Builder to the extent of Rs. ………….(Rupees………………………..) as aforesaid at any time up to ................ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Society and the Developer / Builder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Society discharges this guarantee.

The Society shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Developer / Builder and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract / agreement between the Society and the Developer / Builder any other course or remedy or security available to the Society. The bank shall not be relieved of its obligations under these presents by any exercise by the Society of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Society or any other indulgence shown by the Society or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. The Bank also agrees that the Society at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Developer / Builder and notwithstanding any security or other guarantee that the Society may have in relation to the Developer /Builder's liabilities. This guarantee shall also be operatable at our………………. Branch at Mumbai, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation. The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the Developer/ Builder or the bank.

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs. ……………….(Rupees.............................) and it shall remain in force up to and including............and shall be extended from time to time for such period as may be desired by M/s...................... , on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to ………….
c) We are liable to pay the guaranteed amount or any part Guarantee only and only if you serve upon us a written claim or demand on or before ............. (date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

**NOTE:**

i. The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).
ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
iii. The bank guarantee is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
iv. The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Punjab National Bank, ................ to aid the process of confirmation of Bank Guarantee.

EXHIBIT-____

THE OFFER (IN A SEPARATE SEALED ENVELOPE).

Additional Area and Hardship Compensation

| Type of Units | Number of Units | Existing usable Carpet Area (Sft) | Additional carpet area offer (Sft) | Total rehab area (Sft) | Hardship compensation offer (Rs.) |
|---|---|---|---|---|---|
| Bungalows | 10 | 2052.37 2052.37 **Note**: In addition to above carpet area, Bungalow Owners are in exclusive use of Varanda and Open Car Parking Area of 849.14 square feet | | | |
| Building No.A (3BHK) | 29 | 1133.02 | | | |
| Building No.B1 (2BHK) | 30 | 686.96 | | | |
| Building No.B2 (2BHK) | 28 | 743.04 | | | |
| Building No.C1 (1BHK) | 24 | 461.02 | | | |
| Building No.C2 (1BHK) | 30 | 461.02 | | | |
| Building No.C3 (1BHK) | 30 | 461.02 | | | |
| Building No.C4 (1BHK) | 24 | 461.02 | | | |
| Building No.C5 (1BHK) | 24 | 461.02 | | | |
| Building No.C6 (1BHK) | 24 | 461.02 | | | |
| Building No.C7 (1BHK) | 24 | 461.02 | | | |
| Building No.C8 (1BHK) | 30 | 461.02 | | | |
| Building No.C9 (1BHK) | 30 | 461.02 | | | |
| Building No.C10 (1BHK) | 24 | 461.02 | | | |
| Building No.C11 (1BHK) | 24 | 461.02 | | | |
| Building No.D1 (1RK) | 16 | 282.99 | | | |
| Building No.D2 (1BHK) | 16 | 351.98 | | | |
| Building No.E1 (1BHK) | 14 | 461.02 | | | |
| Building No.E2 (1BHK) | 18 | 461.02 | | | |
| Building No.E3 (2BHK) | 18 | 612.04 | | | |
| Building No.F (1BHK) | 20 | 461.02 | | | |
| Building No.GA (1BHK) | 28 | 461.02 | | | |
| Building No.GB (2 BHK) | 14 | 612.04 | | | |
| Shop No.1 | 1 | 245.96 | | | |
| Shop No.13 | 1 | 147.14 | | | |
| Shop No.14 | 1 | 98.38 | | | |

Sign and stamp of Bidder 

| | | | | | |
|---|---|---|---|---|---|
| Shop No.15 and 16 | 2 | 121.31 | | | |
| Shop No.17 | 1 | 55.11 | | | |
| Stilt Car Parking | | | | | |

Note: Additional carpet area offer and any additional Bonus money offered shall be uniform based on existing carpet area for all categories of unit.

Annexure 1

**BIDDER'S DECLARATION (ON THE BIDDER'S LETTER HEAD)**

**To,**

**Secretary/Chairman,**
Nilgiri Gardens Co-Op Housing Society Limited,
Plot No. NA 1, Sector 24 , CBD Belapur,
Navi Mumbai, Maharashtra- 400614
Mobile No.7045045980 –
email: nilgirigarden97@gmail.com
website: www.nilgirigardenschs.com

Sub: **Proposed Redevelopment/Reconstruction of Buildings of "Nilgiri Gardens Co-operative Housing Society Limited"**.

Dear Sir,

We have visited, inspected and independently studied the site/layout/plot under reference and have conducted our own independent legal, technical, financial, commercial, planning and regulatory due diligence in relation to the Project, and examined the maximum permissible FSI on the plot under Unified Development Control and Promotion Regulations for Maharashtra as amended from time to time ( "UDCPR"), and all other applicable laws, rules, regulations, notifications, circulars, development control regulations and requirements of the competent authorities, project particulars, bid documents, general conditions of contract, special conditions of contract, and technical specifications and other document forming part of the Bid document by the virtue of their specific and implied mention in these documents for the Redevelopment of the Society's property named above. We confirm that we have satisfied ourselves regarding the title and development potential made available to us for the purpose of the Bid, the existing structures, site conditions, access, existing occupation, planning and development parameters, availability and utilisation of FSI/TDR and other development potential, applicable approvals and permissions, costs and expenses, market conditions and all other matters which may have a bearing upon the execution and completion of the Project. We, the undersigned, hereby offer to redevelop, reconstruct, design, finance, construct, execute, complete and hand over the entire project of the Society property, in accordance with and strictly subject to the bid documents and Development agreement to be executed and registered between the Society and the Developer.

We confirm that our Bid is unconditional and has been submitted after taking into consideration all the terms, conditions, obligations, risks, costs and responsibilities contained in the Bid Documents.

We hereby agree to all your terms & conditions of this Bid Document.

We further Undertake / represent / warrant / confirm / agree that:-

1. The plot potential shall be utilized by loading the maximum permissible FSI under UDCPR and prevailing rules and regulations of Government of Maharashtra, Navi Mumbai Municipal Corporation and any other competent planning authority. We are submitting the offer based on prevailing Rules, Regulations and provisions of UDCPR on the plot of the Society for utilization of maximum permissible FSI. We further acknowledge and agree that any additional FSI and/or development potential, including any additional, incentive,

premium, ancillary, compensatory or other FSI or development potential, which becomes available to the Project and/or is capable of being obtained or utilized by the Developer by reason of any change in law, amendment or modification of any applicable development regulation, change in Government policy, Government notification, circular, order, concession, incentive, benefit, scheme, relaxation or any other benefit granted or made available by the Government, Navi Mumbai Municipal Corporation or any other competent planning or statutory authority, whether before or after execution of the Development Agreement, shall not belong exclusively to the Developer. Any such additional FSI and/or development potential shall be shared between the Society and the Developer in the ratio of 50:50 (Society : Developer), after deduction only of the actual, reasonable and duly substantiated costs, premiums, charges and expenses directly incurred by the Developer for obtaining or securing such additional FSI and/or development potential. The Developer shall not deduct any financing costs, overheads, internal administrative expenses, profit, general establishment costs or other indirect costs from the additional FSI and/or development potential unless expressly agreed in writing by the Society.

2. We will abide by this bid for the period specified in the Bid Notice. Our Bid shall remain irrevocably valid and binding upon us throughout the Bid Validity Period specified in the Bid Document. Any extension of the Bid Validity Period shall be valid only if mutually agreed in writing by the Society and us prior to expiry of the original Bid Validity Period. In case of any default by us in our obligations, we acknowledge hereby that the Society shall be entitled, without prejudice to its other rights and remedies under the Bid Documents, Development Agreement and applicable law, to forfeit the Earnest Money deposited herewith and/or invoke or utilise the Security Deposit/PBG, as applicable, and exercise such other rights and remedies as may be available to the Society. We further acknowledge that the consequences of default, including forfeiture of EMD, Security Deposit and/or invocation of the PBG, shall not prevent the Society from claiming any additional loss, cost, damages or expenses to the extent permissible under the applicable law and the Development Agreement.

3. Until a formal Development Agreement is executed and duly registered between the Society and us, acceptance of our Bid and/or issuance of the Letter of Intent shall not confer or vest in us any right, title, interest, ownership, possession, development right, licence, lien, charge, mortgage, encumbrance or any other right or interest whatsoever in or over the Society's land, existing buildings, rehabilitation component, Members' premises, common areas, open spaces, amenities or any other property of the Society or its Members. We acknowledge and agree that any development rights in our favour shall arise only in accordance with the duly executed and registered Development Agreement and upon fulfilment of all conditions precedent, if any, stipulated therein. We shall not, prior to such execution and registration, represent ourselves to any person, authority, financial institution, purchaser, investor or third party as having acquired any development right or interest in the Society's property, nor shall we create or attempt to create any third-party right, interest, charge, lien or encumbrance in respect thereof. Any modification to the terms of the Bid Documents or the proposed Development Agreement shall be valid only if expressly agreed in writing by the Society and us. No oral representation, assurance or understanding shall modify or vary the terms of the Bid Documents.

4. The Society has appointed or may appoint as per Tender document, Consultants and/or Solicitor and/or Legal Advisor and/or Tax Consultant and all other necessary Consultants . We undertake to bear and pay the professional fees and charges of the Society's appointed Consultants, Solicitors, Legal Advisors, Tax Consultants, Project Management Consultants and other consultants/professionals, to the extent expressly specified in the Tender Documents and/or agreed in writing with the Society. The appointment, scope of work, supervision and instructions of such consultants shall remain under the control of the Society, and payment of their professional fees by us shall not confer upon us any right to interfere with their independent professional advice, instructions or functions on behalf of the Society. We hereby undertake that all professional fees and charges payable to such Society-appointed consultants/professionals shall be borne and paid by us to the Society in

accordance with the fees and payment terms agreed between the Society and the respective consultant/professional. The Society shall thereafter make payment to the concerned consultant/professional. We shall not make any direct payment to any consultant/professional appointed by the Society.

5. On failure to complete the entire project work within the specified time period as mentioned or as may be mutually agreed and/or in respect of any default, delay, breach and/or failure to perform and comply with our obligations and liabilities, We shall be liable to pay liquidated damages/penalty for the period of Default in accordance with the amounts, rates and mechanism specified in the Tender Documents and/or Development Agreement, without prejudice to the Society's other rights to recover damages and/or terminate the Development Agreement, forfeit the deposits and invoke the Performance Bank Guarantee and/or Security Deposit and recover the additional costs and expenses incurred by the Society, to the extent permissible under applicable law. We acknowledge that the liquidated damages/penalty shall be in addition to, and without prejudice to, the Society's rights in respect of termination, invocation of securities, takeover/step-in rights and other remedies expressly provided under the Development Agreement, subject to applicable law.

6. In the event of our, failure to commence the work within the prescribed period after execution and registration of Development Agreement, the society shall be entitled to forfeit the full amount of Earnest Money and other Securities, Performance Bank Guarantee / security deposit and enforce the conditions of Development Agreement as shall be entered into between the Society and the Developer including termination of the development rights and appointment as Developer. In addition to the foregoing, any failure by us to mobilize the Project, obtain required approvals within the time stipulated, commence construction, maintain the required financial and performance security, or otherwise comply with the material obligations stipulated under the Tender Documents and/or Development Agreement shall constitute a default and shall entitle the Society to exercise the remedies provided under the Tender Documents and Development Agreement, including, where applicable, termination, forfeiture of securities, invocation of the Performance Bank Guarantee, recovery of additional costs and expenses and appointment of an alternative developer, all subject to applicable law. We further acknowledge that termination of our appointment and/or development rights shall not discharge us from liabilities and obligations accrued prior to the date of termination or from such obligations which are expressly intended to survive termination.

7. Stamp duty, registration charges, GST, taxes or any other levies and out of pocket charges as applicable towards registration of Development Agreement, Permanent Alternative Accommodation Agreement or any other deeds or indenture and the purchase of FSI including premium FSI, etc. shall be borne by us alone. The cost of all FSI/ Ancillary FSI to be loaded on the said land shall be borne by us. We alone shall be liable to pay the premium that may be required to be paid to the concerned authorities or loading such FSI, the development charges, out of pocket expenses etc. to obtain permissions and NOCs to construct & redevelop the Society buildings. We shall, as between the Society and us, bear and pay all costs, charges, premiums, fees, statutory payments, development charges, approval charges, infrastructure charges, FSI/TDR/premium FSI/Ancillary FSI costs, professional fees, consultants' fees and other expenses which are expressly attributable to the Developer or the development and construction of the Project under the Tender Documents and/or Development Agreement. We shall also bear all costs and expenses associated with obtaining and maintaining all approvals, permissions, sanctions, NOCs, licences and other statutory permissions required for the development, construction and completion of the Project, to the extent attributable to the Developer under applicable law. No increase in the cost of FSI/TDR, premiums, development charges, statutory charges, construction costs, financing costs, labour costs, material costs or any other cost or expense shall entitle us to seek any increase in the commercial offer, reduction in the benefits or entitlements of the Society or its Members, additional compensation from the Society or modification of our obligations, except to the extent expressly agreed in writing by the Society and expressly permitted under the Development Agreement. Nothing contained

herein shall, however, make the Society liable for any tax, levy, charge or statutory liability which is legally imposed upon the Society or its Members under applicable law and which cannot lawfully be contractually shifted; provided that, as between the Society and us, we shall bear all costs expressly agreed to be borne by us under the Tender Documents and Development Agreement.

8. We shall undertake the necessary demarcation of all the Road line remark, DP remark, junction curves for consideration of area under road setback, demarcation of POS (Public Open Space / Amenity Open Space) CRZ, Civil Aviation, CFO, RL, DP/TP remarks, etc. and the same shall be carried out by us, at our own cost. We shall, at our own cost and through duly qualified professionals, undertake all necessary surveys, measurements, demarcations, investigations and verification of road lines, DP/TP remarks, junction curves, road setbacks, POS/Amenity Open Space, CRZ, Civil Aviation, CFO, RL and all other applicable planning, development and statutory parameters affecting the Project. We shall be solely responsible for incorporating the results of such surveys and investigations into the planning and design of the Project and shall not subsequently raise any claim against the Society for additional consideration, compensation or extension of time on account of any matter which was or ought reasonably to have been identified through such due diligence, except as expressly provided in the Development Agreement.

9. We shall undertake the task of planning, designing and execution of Development as may be conceived by the Society and the Developer and as mutually agreed between us. We shall undertake the planning, designing, financing, execution and completion of the Project in accordance with the requirements, specifications and minimum entitlements stipulated by the Society in the Tender Documents and as may be finally agreed in the Development Agreement. All plans, designs, specifications, layouts, building proposals, material specifications, amenities and changes thereto shall be subject to the prior written approval of the Society and its appointed consultants, wherever stipulated under the Tender Documents and/or Development Agreement, and shall comply with all applicable laws and statutory requirements. No change, reduction, substitution or modification affecting the carpet area, rehabilitation premises, Members' entitlements, common areas, amenities, specifications, quality, safety, parking, open spaces or other benefits promised to the Society or its Members shall be made without the prior written consent of the Society.

10. We expressly acknowledge, confirm and undertake that any additional FSI and/or development potential, benefit, incentive, concession, relaxation or enhancement in the permissible development potential of the Society's property which becomes available or is obtained after submission of this Bid, whether before or after execution and registration of the Development Agreement, as a result of any change in law, amendment or modification of UDCPR or any other applicable regulation, change in Government policy, Government notification, circular, order, concession, incentive, benefit, scheme, relaxation or any other action, decision or benefit of the Government, Navi Mumbai Municipal Corporation or any other competent planning/statutory authority, shall be subject to sharing between the Society and the Developer and shall not vest exclusively in or be available exclusively for the benefit of the Developer. The net benefit attributable to such additional FSI and/or development potential shall be shared between the Society and the Developer in the ratio of 50:50 (Society : Developer), after deduction of only the actual, reasonable, necessary and duly substantiated costs, premiums, statutory charges and expenses directly incurred for obtaining, securing or making such additional FSI and/or development potential available for utilisation. The Developer shall maintain complete documentary records of all applications, approvals, permissions, premium payments, statutory charges and other costs incurred for obtaining such additional FSI and/or development potential and shall furnish the same to the Society upon demand. The Society and its appointed consultants shall have the right to verify and audit such costs and supporting documents. The Developer shall promptly disclose to the Society any change in law, policy, regulation, Government concession, incentive, benefit or other circumstance which results or may result in any additional FSI and/or development potential becoming available to the Project. The Developer shall not, without the prior written approval of the Society, exclusively claim,

utilise, monetise, sell, transfer, load, assign or otherwise deal with any such additional FSI and/or development potential in a manner inconsistent with the sharing arrangement agreed with the Society. The commercial and development benefits arising from such additional FSI and/or development potential shall be appropriately incorporated into the Development Agreement and shall form part of the binding obligations of the Developer.

11. We confirm that we have independently examined and verified all information, documents and particulars made available to us by the Society and have satisfied ourselves regarding the Project and its feasibility. We are not relying upon any representation, statement, estimate or assurance other than those expressly contained in the Tender Documents and/or subsequently confirmed in writing by the Society. We shall not be entitled to raise any claim against the Society on the ground that any information was incomplete, inaccurate or insufficient where such matter was capable of being independently verified by us through reasonable due diligence prior to submission of our Bid.

12. We confirm that our financial and commercial offer has been submitted after taking into account all costs, risks, obligations and responsibilities to be undertaken by us under the Tender Documents and the Development Agreement. We shall not be entitled to seek any additional consideration, compensation, reimbursement, escalation or reduction in our obligations on account of any matter which was known to us or which could reasonably have been identified through our due diligence prior to submission of the Bid. Our Bid shall be deemed to include all costs necessary for complete and satisfactory execution, completion and handover of the Project in accordance with the Tender Documents and the Development Agreement, except costs expressly stated to be borne by the Society.

13. We represent and warrant that we possess, and shall continue to maintain throughout the Project, adequate financial resources, technical capability, managerial capacity, manpower, expertise and experience required for timely and satisfactory completion of the Project. We further undertake that the submission of this Bid is not dependent upon obtaining any financing, investment, sale proceeds or third-party funding which would prevent or delay us from complying with our obligations under the Tender Documents and the Development Agreement. Any financing arrangement obtained by us shall be solely our responsibility and shall not create any mortgage, charge, lien or encumbrance over the Society's land, rehabilitation component, Members' premises, Society's premises, common areas, amenities or any other property or rights of the Society or its Members.

14. We shall not assign, transfer, novate, sub-develop or otherwise part with our rights or obligations under the Tender Documents or Development Agreement, nor create any joint venture, partnership, development arrangement or third-party interest in respect of the Project or development rights, except with the prior written consent of the Society and strictly in accordance with the conditions stipulated by the Society and the Development Agreement. Any permitted financier's security shall, in all circumstances, be limited to the Developer's lawful rights and interests in the sale component, if and to the extent expressly permitted under the Development Agreement, and shall not extend to the Society's land, rehabilitation component, Members' premises or any property or right belonging to or reserved for the Society or its Members.

15. We expressly acknowledge that the rehabilitation premises, additional carpet area, temporary accommodation/displacement compensation, corpus or other financial benefits, parking, amenities, common areas, open spaces and all other entitlements expressly reserved or agreed for the Society and/or its Members under the Tender Documents and Development Agreement shall be provided strictly in accordance with the agreed terms and shall not be reduced, diluted, substituted or withheld except with the prior written consent of the Society and to the extent permissible under applicable law. We shall not sell, market, advertise, allot, create any third-party rights in or otherwise deal with any premises or area reserved for the Society and/or its Members.

16. We undertake to comply, at our own cost and responsibility, with all applicable laws, rules,

regulations, planning requirements, building regulations, environmental requirements, labour laws, tax laws, RERA requirements, fire and safety requirements and all other statutory requirements applicable to us and to the development and construction of the Project, to the extent applicable. We shall obtain and maintain all approvals, permissions, registrations, licenses and NOCs required to be obtained by the Developer for implementation and completion of the Project.

17. We shall not make any representation, commitment, assurance or promise on behalf of the Society or its Members to any purchaser, financial institution, authority, contractor, consultant or third party without the prior written authority of the Society. We shall not use the name, logo, letterhead or other identity of the Society for any purpose other than purposes expressly authorised by the Society in writing.

18. We acknowledge that this Declaration, together with our Bid and the Tender Documents, shall constitute binding commitments and undertakings on our part and shall form the basis of the Development Agreement to be executed and registered with the Society. In the event of any inconsistency between this Declaration and any qualification or reservation contained in our Bid, the terms more favourable to the Society and its Members shall prevail, unless the Society has expressly accepted such qualification or reservation in writing.

Yours Truly
Name & Designation of Signatory
Date:
Place:
Sign & Stamp of Developer …………………………

## ANNEXURE – 2
### BOARD RESOLUTION / AUTHORISATION

The Bidder shall submit a certified copy of the resolution/authorisation authorising the relevant person to:

1. purchase/receive the Tender Document;
2. submit the Bid;
3. sign all declarations and undertakings;
4. participate in pre-bid meetings;
5. submit clarifications;
6. participate in negotiations;
7. accept the LOI;
8. furnish EMD;
9. furnish Security Deposit;
10. furnish Performance Bank Guarantee;
11. execute and register the Development Agreement; and
12. execute other Project Documents.

**AUTHORISED SIGNATORY**

**Name: __________________________**

**Designation: ____________________**

**Specimen Signature: ______________**

The Bidder confirms that the person signing the Bid is duly authorised and that the Bid and all declarations, undertakings and commitments submitted with the

Bid shall be binding upon the Bidder.

## ANNEXURE – 3
### UNDERTAKING REGARDING NO DEVIATION / CONDITIONAL BID

[On Bidder's Letterhead]

1. Our Bid contains no material deviation, qualification, reservation or condition inconsistent with the Tender Documents.
2. We have not assumed any reduction, adjustment, conversion or dilution of the rehabilitation entitlement of the existing Members.
3. We have not assumed any conversion of Member entitlement from MOFA carpet area to RERA carpet area.
4. We have not assumed any reduction of the Society's commercial benefits or Member benefits specified in the Tender Documents.
5. We have not assumed any relaxation of the Security Deposit or Performance Bank Guarantee requirements.
6. We have not assumed any reduction or limitation of our transit obligations.
7. We have not assumed any unilateral right to retain or appropriate Additional FSI/development benefits which are required to be shared under the Tender Documents.
8. We have not assumed any right to impose additional costs upon the Society or Members contrary to the Tender Documents.
9. We have not made our Bid conditional upon obtaining financing or upon any other matter within our control.
10. Any deviation specifically disclosed by us in our Bid shall not be deemed accepted merely by reason of submission of the Bid and shall be binding only if expressly accepted in writing by the Society.

For and on behalf of the Bidder:

**Name:** ___________________________

**Designation:** ____________________

**Signature:** ________________________

**Date:** ____________________________

**Seal**

## ANNEXURE – 4
### EMD / BID SECURITY DETAILS

The Bidder shall submit the EMD/Bid Security in the manner specified in the Data Sheet.

Details
Amount: ₹1,00,00,000/-
Mode: Demand Draft / Pay Order / other permitted mode
In favour of: Nilgiri Gardens Co-operative Housing Society Limited

DD/Pay Order No.: __________________
Date: ______________________________
Bank: ______________________________

Undertaking
We confirm that the EMD submitted by us shall remain valid for the period prescribed under the Tender Documents.
We acknowledge that the Society may forfeit the EMD in the circumstances expressly specified in the Tender Documents, including withdrawal of the Bid during its validity period, submission of materially false information, refusal to accept the LOI after selection or failure to comply with prescribed pre-award requirements, subject to the Tender Documents and applicable law.