

TENDER DOCUMENT FOR BUILDING REDEVELOPMENT OF  
**MULUND SAHAKAR VISHWA CO-OPERATIVE HOUSING  
SOCIETY LIMITED**

J. N. Road, Nahur Village Road, Mulund (West), Mumbai - 400 080.

## **TECHNICAL BID**



### **Project Management Consultants**

Office No. 1110, The Gateway, Wadhwa Commercial Complex,  
Opp. Nahur Registration Office, Mulund - Goregaon Link Road,  
Mulund (West), Mumbai - 400 080.

Email - [info@acmeconsultant.co.in](mailto:info@acmeconsultant.co.in)

Website- [www.acmeconsultant.co.in](http://www.acmeconsultant.co.in)

Office No - 022 - 25652777 / 25652778

Cell No - +91 - 9152931175/ 9930310956

<b><u>DIRECTORY OF SECTIONS</u></b>		
<b>SECTION NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1	NOTICE OF INVITATION TO TENDER	3 - 4
1.1	SCHEDULE A	5 - 10
1.2	SCHEDULE B	11 - 13
1.3	SCHEDULE C	14 - 17
1.4	SCHEDULE D	18 - 18
2	INSTRUCTIONS TO BIDDER	19 - 32
3	PROFORMAS	33 - 47
4	SUBMISSION OF ACCEPTANCE LETTER	48 - 53
5	GENERAL CONDITIONS OF CONTRACT	54 - 85
6	SPECIAL CONDITIONS OF CONTRACT	86 - 114
7	SPECIFICATION FOR AMENITIES/ CONSTRUCTION FEATURES/ FACILITIES	115 - 145
8	SPECIFICATION FOR THE STANDARD AMENITIES IN EACH FLAT	146 - 151
9	LIST OF APPROVED MATERIAL / BRAND	152 - 165
10	APPLICABLE CODES AND SPECIFICATION	166 - 170
11	CHECK LIST	171 - 171
12	DOCUMENTS OF SOCIETY	172 - 172

Signature of Developer

**SECTION 1: NOTICE OF INVITATION TO TENDER**

Date: / /

To,

M/s.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Sealed lumpsum Tenders for the Redevelopment work is invited on behalf of the **Mulund Sahakar Vishwa Co-Operative Housing Society Limited** (hereinafter referred to as "**Society**") situated at J. N. Road, Nahur Village Road, Mulund (West), Mumbai - 400 080 from experienced and resourceful Builders/ Developers/ Re-Developers by Acmeastute Consultants & Managerial Elites Pvt. Ltd.

Tender documents may be purchased from **00/00/0000 to 00/00/0000** on any working day between 11:00 a.m. to 05:00 p.m. from Project management consultant's office at: Office No. 1110, The Gateway, Wadhwa Commercial Complex, Opp. Nahur Registration Office, Mulund - Goregaon Link Road, Mulund (West), Mumbai - 400 080. Contact No - 9152931175/ 9930310956.

The bidders are requested to thoroughly read the tender document, which will be incorporated into the contract. Before submitting their bids, the bidders must inspect the site and review all pertinent documentation.

Duly filled sealed tender forms and documents shall be submitted at the PMC's Office on or before **00/00/0000** between **11:00 a.m. and 05:00 p.m.** Earnest money in the amount required for the job, as listed below, must be accompanied with the tender in favour of the society.

Duly filled & sealed price bid, signed by the authorized signatory with the developer's stamp, should be submitted in a separate envelope.

Signature of Developer

It should be further noted that if the price bid is submitted with the technical bid together in a single sealed envelope and not in a separate sealed envelope, the entire bid will be rejected outright without evaluating the technical bid for further review.

The Technical bids shall be opened on **00/00/0000** ( ) at society office at 00:00 am/pm. You are requested to attend tender opening process of technical bid only. Also, prior authorization from developer in the name of the person who will attend the technical bid opening, should be sent to Society & PMC by email ([mvmulund@gmail.com](mailto:mvmulund@gmail.com), [info@acmeconsultant.co.in](mailto:info@acmeconsultant.co.in)).

The address & the contact number of the Society's Office Bearers:

1. Name:

Contact:

2. Name:

Contact:

3. Name:

Contact:

Signature of Developer

**1.1. Header Data: (Schedule-A)**

Name of work	The Redevelopment of property of Mulund Sahakar Vishwa Co-Operative Housing Society Limited
Project synopsis	<ol style="list-style-type: none"> <li>1. Mulund Sahakar Vishwa Co-Operative Housing Society Limited is situated at J. N. Road, Nahur Village Road, Mulund (West), Mumbai - 400 080. The premises consist of Total Residential Units = 296 nos. which are constructed on <b>plot area = 14,154 Sq. mtrs. (Deed)/ 14,362.84 Sq. mtrs. (7/12 Extract)/ 14,945 Sq. Mtrs. (P. R. Card)</b> approximately herein after referred to as the said premise.</li> <li>2. The building is currently used for residential purposes, and the proposed use must be residential/ commercial and must adhere to all applicable MHADA/ MCGM, DCPR 2034 and bye-laws.</li> <li>3. The bidder has to propose a redevelopment plan that will benefit society as much as possible.</li> <li>4. Before submitting the bid, developers should confirm the plot size and examine their own feasibility and working. Developers to check their compensatory, road width, fungible FSI, feasibility and working before submitting the bid.</li> <li>5. During the development phase, the developer's bid will remain steadfast. Any form of deviation won't be taken into consideration.</li> </ol>
Validity of bid	<b>180 Days</b>
Cost of Tender Document	<p><b>Rs. 15,000/-</b> [Rupees Fifteen Thousand Only] by DD/ Pay Order/ NEFT/ RTGS of any bank or by Net Banking from bidder's bank account only in favor of "<b>MULUND SAHAKAR VISHWA CHS</b>"</p> <p>Name: <b>MULUND SAHAKAR VISHWA CHS</b></p> <p>Bank Name:</p> <p>Branch Name:</p> <p>IFSC code:</p>

Signature of Developer

	Account No:
Earnest Money Deposit	The bidder must provide an earnest money deposit (EMD), which is payable by demand draft or pay order from a nationalized bank amounting to <b>Rs. 5,00,000/-</b> [Rupees Five Lakhs only] in favour of " <b>MULUND SAHAKAR VISHWA CHS</b> " for faithful compliance of tender conditions during validity period. The EMD of unsuccessful bidders will be released after successful developer is appointed by society & EMD of successful bidder will be released after the completion of defect liability period. The amount of EMD will be forfeited if terms and conditions are violated during the validity period of the bid or if the bid is withdrawn during the period of 180 days.
Defects Liability period	<b>For the entire project: 60 months</b> after the receipt of the final Occupancy Certificate (O.C.)
Water proofing Guarantee	Water proofing guarantee for terrace, balconies, overhead water tanks, underground water tank, internal toilet & external peripheral wall area shall be 10 years after the OC.
Security Deposit	Total security deposit: <u>Rs. 25,00,000/-</u> (Rupees Twenty - Five Lakhs only), including an EMD conversion of <u>Rs. 5,00,000/-</u> and an additional deposit of <u>Rs. 20,00,000/-</u> upon receiving the Letter of Intent. This deposit shall be interest free.
Timelines for Commencement and Completion	Commencement certificate from MHADA/ MCGM shall be obtained within <b>6 months</b> of execution of Redevelopment Agreement. + <b>42 months</b> (inclusive of monsoon) after vacating the premises. The timelines for commencement & completion of the project are essence of the contract.
Bank Guarantee	Bank Guarantee (BG), valued at <b>20% of the total cost of the redevelopment project</b> , from a Nationalized bank, as per Section 79-A of the M.C.S. Act 1960 dated 4th July 2019. Also, the Developer has to give additional 2.00% Bank Guarantee on the construction cost for waterproofing of the work separately.

Signature of Developer

<p>Penalty for Delayed Completion</p>	<p>If the project is delayed for any reason beyond the schedules specified in the tender document, a penalty of 0.50% of total construction cost per completed week will be charged for the first 10 weeks, and then in case of further delay, a penalty of 1.00% of total construction cost per completed week will be charged for maximum 5 weeks. Total cap on penalty will be 10% of the total construction cost.</p> <p>For the delayed time for which penalty is applicable, the developer will have to separately pay rent charges to every existing member as mentioned in the price bid in sr. no. 16a under sr. no. e. for 5<sup>th</sup> year, on monthly basis or part therefore.</p> <p>Penalty amount so applicable will be deducted from BG deposited by developer with society.</p> <p>In case, the cumulative delay is beyond 15 weeks total, society at their own discretion will either terminate the DA after deducting penalty amount from the BG or may allow developer to complete the project as per mutually agreed revised timeline for completion after deducting penalty amount from the BG which is already applicable for the delays. In case developer is allowed by society to complete the project, the terms and conditions for revised completion schedule will be negotiated and settled at that time.</p>
<p><b>Eligibility</b></p>	
<p>Experience</p>	<p>At least <b>ten years</b> of project execution experience as a developer in the Metro Cities/ MMR Area, including Mumbai, Thane &amp; Navi Mumbai covering a total area of <b>2,00,000 square feet</b> of construction of single high-rise building. At least three single completed projects each of 200 flats or three completed projects of 5,00,000 sq. ft. (BUA) with OC in the past 5 years. The total</p>

Signature of Developer

	<p>construction area of the completed projects (OC received) is expected to be approximately <b>10,00,000 square feet.</b></p> <p><b>Further, please note the following:</b></p> <p>Out of total 10,00,000 Sq Ft of construction area of completed projects, minimum 5,00,000 Sq Ft of construction area should be from following types of completed projects.</p> <p>a. Construction of new building on open plots</p> <p>b. Construction of redevelopment building on MHADA plots</p> <p>c. Construction of redevelopment building on free hold land on ownership basis.</p> <p>Note: All the construction area discussed is of residential buildings.</p>
Eligible firm type	<p>Joint Stock Company, Private Limited Company, Partnership Firm. <b>Bids from proprietorship firms, Joint Venture &amp; Consortiums will not be considered.</b></p>
Owned registered office	<p>The builder/ developer shall have their own registered office in Mumbai/ Thane/ Navi Mumbai.</p>

**IMPORTANT NOTES:**

1. If the tender is filed incompletely, it will be deemed invalid and rejected. The PMC and the society's officers have no obligation to accept the highest bid or any other tender. Without specifying a reason, they have the right to reject any or all tenders. The said rights of rejection of any Tenders by the Society shall be unfettered even if a particular Tender so rejected by the society falls on the higher and better side so far as all/ any of the tender's aspects are concerned. The Society shall not be liable for any explanation and the Society's decision shall be final and binding. The decision shall be communicated to concerned parties within 120 days of opening of tender.
2. Price bid of those bidders whose technical bids are found suitable / acceptable by society / PMC shall only be opened for further evaluation.

Signature of Developer



- 3.** All or any dispute relating to the Tender will be referred to arbitration of a Sole Arbitrator to be appointed by the Society.
- 4.** The bidder is required to visit the site to carry out field surveys, all investigations, detailed engineering, FSI & fungible FSI availability from MHADA/ MCGM and Market studies for real estate etc. The data given by the Society is made available in good faith only for general information as guidance without any commitment on the part of the Society. The bidder shall check and verify all the documents required for this Tender in his individual capacity in order to corroborate the details put forward by the Society at his own cost. The bidder shall not raise any claims against the Society and/ or the PMC for any discrepancy in such matters. The bidder is also required to arrange his own financial resources for the above project. The bidder, whose bid is finally accepted, would be allowed to utilize the surplus (except the balance and unutilized base FSI or such additional FSI or potential generated due to change in policy of government or change in the D. C. P. Regulations) built up area as per agreement to recover his investment.
- 5.** The developer appointed by society shall not at any point during redevelopment of society's land / building mortgage or create third party interest on the Society's land/building/existing member's right & title in their existing respective flats / units or in their flats / units in planned redevelopment building, or in any of society's property, rights, titles in existing or redeveloped building.

The developer appointed by society shall not sublet or assign or sell the society's redevelopment project to any third party, or any sister or parent company for execution for any reason whatsoever.

The developer shall not directly or indirectly form new joint ventures or partnerships with any person or party / parties at any stage of redevelopment for the purpose of redevelopment project of the society. The developer appointed by society shall execute the project under the same name / entity / domain under which they submitted their tender / bid to the society.

- 6.** The EMD amount paid by the chosen developer will be treated as a security deposit instead of being refunded. This deposit will not accrue any interest and will be repaid

Signature of Developer

to the developer if they receive the occupancy certificate in the allotted amount of time; otherwise, it will be forfeited.

- 7.** The bidder shall note that he shall not be allowed and permitted to deal with the sale component flats unless he has received CC and MAHARERA Certificate.
- 8.** The Society reserves the right to revise, modify or amend the Tender in part or full, prior to the last date notified for submission of bids or on any subsequent date.
- 9.** The society reserves the right to change the date and time for collection, submission and opening of the tender as per their requirement and the bidder should not have any objection for the same without giving any reason/s to bidders.

Signature of Developer

**1.2. The Property: (Schedule-B)**

<b>Sr</b>	<b>Description</b>	<b>Details</b>
1	Name of the Society	Mulund Sahakar Vishwa Co-Operative Housing Society Limited
2	Address of the society	J. N. Road, Nahur Village Road, Mulund (West), Mumbai - 400 080.
3	Location of the property	Society enjoys a prime location in a neighborhood with all civic amenities like school, banks, market, food courts, hospitals, etc. in a vicinity of max. 1.5 km radius. The walking distance to Nahur Railway stations is approximately 10 minutes & the society is located in close proximity to the Indian retail corporation D-Mart & Fortis Hospital. The plot is adjacent to the Mulund – Goregaon Link Road & connect to Tahne – Belapur Road because of which the Society enjoys the connectivity to all the Central, Western & Harbour locations via road.
4	CTS & Survey Details	CTS No. 658/10A & 659/B1 (Plot Y), 658/100 (Plot X), 658/10B, 658/10C, 659/B2 Survey No. 39, Hissa No. 2(P), Survey No. 40, Hissa No. 1(P), Survey No. 40, Hissa No. 2, Survey No. 41, Hissa No. 2, Survey No. 44, Hissa No. 5(P) & 7(P) and Survey No. 108, Hissa No. 3
5	Registration of Mulund Sahakar Vishwa Co-Operative Housing Society Limited	BOM/ HSG/ 2219/1969 dated 07 <sup>th</sup> May 1969
6	Year of Construction	1969-1970
7	Building Age	30+ Years

Signature of Developer

<b>Sr</b>	<b>Description</b>	<b>Details</b>
8	Plot area	
8a	As per the Deed	14,154.00 Sq. Mtrs.
8b	As per 7/12 extract	14,362.84 Sq. Mtrs
8c	As per P. R. Card extract	14,945.00 Sq. Mtrs
8d	As per Physical Survey	13,069.90 Sq. Mtrs.
9	No of buildings & wings	The premises consist of the below: Building A1, A2 (A & B) – G + 4 Building A2 extension Gulmohar, Parijat & Rajnigandha – G + 7 Building C, D & E – G + 4
10	Total No of Residential members	296 Nos.
11	Total No of Commercial Members	NIL
12	Total existing MOFA Carpet area to be considered for redevelopment	9,624.67 Sq. Mtrs.
13	Road width	18.30 Mtrs. (Please confirm at your end as per new D.P. Plan.)
14	Tender query or Documents	The bidders may raise any technical questions on tender document or documentation request or query on commercial terms & conditions in writing to PMC, not later than 10 days before the due date for opening of the technical bid. All correspondence regarding tender document for this redevelopment project shall be sent to PMC by email at <a href="mailto:info@acmeconsultant.co.in">info@acmeconsultant.co.in</a>

Signature of Developer

<b>Sr</b>	<b>Description</b>	<b>Details</b>
		and copy of the same email should be marked to <a href="mailto:msvmulund@gmail.com">msvmulund@gmail.com</a> . Only written queries through email will be replied. Responses shall not constitute amendments to the tender document

Signature of Developer

### 1.3. Synopsis of the Project: (Schedule-C)

Our society was formed in the year 1969. This society was formed first and registered in 1969 as open class. Reg no. BOM/HSG/2219/69.

#### Founder of this society Mr. Parulekar

Motive behind forming this society was to take all backward class people together and make affordable Housing self-content at low cost.

Members were made on payment of Rs 251/- (entrance fee Rs 1 and allotting 5 shares at the rate of Rs 50 each) (Rs 50 X 5 = 250).

Initially 80 members were made and later 200 members, total members 280.

In 1970 total 8 Buildings was planned 40 flats each building.

Society purchased land from open market details brief history of old agreements where in Society is the purchaser, details as under:

Agreement Date	Registration Date	Owner	Area in Sq. Mtrs.	Area in Sq. Ft.	Area in Sq. Yards
23.06.1970	05.08.1980	MSV Society	3,602	38,757.52	4,308
22.04.1971	29.06.1971	MSV Society	2,515	27,061.40	3,025
20.02.1971	05.08.1980	MSV Society	7,525	80,969	9,000
20.02.1971	05.08.1980	MSV Society	512	5,509.12	613
<b>TOTAL</b>			<b>14,154</b>	<b>1,52,297</b>	<b>16,946</b>

Area as per 7/12 extract is 17,178 Sq. Yards equivalent to 14,362.84 Sq. Mtrs.

Below Details of the property:

Survey No. 39, Hissa No. 2(P),

Survey No. 40, Hissa No. 1(P),

Survey No. 40, Hissa No. 2,

Survey No. 41, Hissa No. 2,

Survey No. 44, Hissa No. 5(P) & 7(P)

Survey No. 108, Hissa No. 3

Signature of Developer

Below Details of the property are as per the P R Card:

<b>Sr. No.</b>	<b>P R Card No.</b>	<b>Owner</b>	<b>Plot Reference</b>	<b>Area in Sq. Mtrs.</b>	<b>Area in Sq. Ft.</b>
1	658/10/A	MSV Society	MSV Society	13,087.90	1,40,825.80
2	659/B1	MSV Society	MSV Society	224.70	2,450.05
3	659/B2	D. P.	D. P.	531.20	5,715.71
4	658/10B	D. P.	Blank P. R. Card	226.20	2,433.91
5	658/10C	D. P.	Blank P. R. Card	755.40	81,238.10
6	658/10D	Collage Reservation	Collage Reservation	119.60	1,286.90
<b>TOTAL</b>				<b>14,945.00</b>	<b>2,33,950.47</b>

In 1970, the construction work of the first two buildings (80 flats) was started and completed in the year 1976.

Building name, A (A-1) & B (A-2). Total constructed area 2,871.60 sq. mtrs.

For construction of these two buildings society approached to Social Welfare Department for construction loan. Loan was sanctioned by social welfare department by mortgaging society land, loan of Rs. 4,16,000/- (5200 X 80) and subsidy of Rs. 1,60,000/- for 80 members (2000 X 80), total loan & subsidy of Rs 5,76,000/- was disbursed on the name of society.

Members had to pay Rs 11,000/- as construction cost and get possession of flat. First come first serve basis. Society repaid the loan directly to Social Welfare Department. As on today Loan is repaid with subsidy amount to Social Welfare Department. Social Welfare Department released Mortgage of land by confirming "Deed of reconveyance" agreement.

Out of 280 members, 80 members got possession in Building A & B. For remaining 200 members, the construction work of another 3 buildings was started (40 X 3 = 120 flats) in the year 1981.

Building name C (B-1), D (B-3) & E (B4).

Signature of Developer

Due to some reason, the construction got delayed and got completed in the year 1993. Due to such delay and long span spent in between construction cost of each flat got increased and each members have to pay construction cost of Rs 1,20,000/-. Possession was on first come first serve basis.

In Oct 1993: One night, 19 entered forcefully in Building E (B4) 1st wing by cutting lock of collapsible grill and locks of flats. During that time in Building E, water & light connection was not available & also there was no O/C available from BMC. Society had filled "Eviction" cases on all the 19 members and till date it is still pending on Co-op court, court room no. 2, Ballard Pier, Mumbai.

Till date those members have not paid any maintenance cost. There is an outstanding dues payable by those Trespassers members, as on today there is total outstanding of around Rs. 1.30 cores.

On 29th Oct 2014, Co-Op court passed orders to vacant flats in two months against 6 trespassers out of 19 members.

In 1993, (120 flats) completed in Building name C (B-1), D (B-3) & E (B4) area in sq. mtrs of 4,147.89.

In the year 1999, the society received a notice from the Municipal Corporation (BMC) for payment of Assessment Tax of our society. The Hon. Secretary Mr. B. T. Thokale brought the proposal of the development of the land of the society by the developer "Sangeeta Enterprises". The said secretary Mr. B. T. Thokale created an atmosphere of terror saying that if the society does not enter into development agreement with the "Sangeeta Enterprises", the entire property of the society would be auctioned by BMC for recovery of Assessment Tax, though the members of the society had paid the taxes and were ready to clear the arrears of taxes. The said secretary Mr. B. T. Thokale also represented to the members of the society that life long they do not have to pay any maintenance charges as the society had huge land and the society is going to make money by selling lands which will be enough to manage and maintain the property of the society.

Signature of Developer



In the special general body meeting held on 5th September 1999, resolution was passed. Society's then secretary Mr. B. T. Thokale entered into agreement with "Sangeeta Enterprises" to develop the land of the society.

**First agreement dated 23rd October 1999:**

An area admeasuring about 1,233 sq. mtrs went in D. P. Road dividing the said property in two portions. An area admeasuring about 119.60 sq. mtrs. referred as plot "X" in the said development agreement this plot is under reservation for college and an area admeasuring about 224.70 sq. Mtrs referred as "Y" plot in the said agreement came on the other side of the D. P. Road. In the said agreement "Sangeeta Enterprises" took the rights to commercial building for the sale of the Sangeeta enterprises on an area admeasuring about 2,214 sq mtrs. referred as plot "Z".

Plot "Z": admeasuring 2,214 sq. Mtrs. (Sangeeta Enclave is standing there upon)

Plot "Y": admeasuring 224.70 sq. Mtrs. (ICICI Bank standing there upon)

Plot "X": admeasuring 119.60 sq. Mtrs. (Plot reserved for college)

**Total no. of Flats in the buildings standing on the said larger property:**

<b>Buildings</b>	<b>No. of Flats</b>	<b>Area in Sq. Mtrs.</b>
A + B	80	2,871.60
C + D + E	120	4,147.89
G + P + R	96	3,149.59
Sangeet Enclave	77 Flats + 14 Shops	5,960.43
ICICI Building	Basement + 2	220.20
<b>TOTAL</b>		<b>16,349.71</b>

Signature of Developer

**1.4. Carpet Area Statement: (Schedule - D)**

<b>MULUND SAHAKAR VISHWA CO-OPERATIVE HOUSING SOCIETY LIMITED</b>			
J. N. Road, Nahur Village Road, Mulund (West), Mumbai - 400 080			
<b>Summary of the Carpet Area Statement</b>			
<b>Sr. No.</b>	<b>Total No. of flats</b>	<b>Carpet Area (Sq. ft.)</b>	<b>Total Carpet Area (Sq. ft.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	296	350	1,03,600.00
<b>TOTAL</b>	<b>296</b>	<b>Total Carpet Area (Sq. ft.)</b>	<b>1,03,600.00</b>
		<b>Total Carpet Area (Sq. Mtrs.)</b>	<b>9,624.67</b>

**Important Note:**

1. In order to determine the proposed MOFA carpet area to be offered to the society, the developer should use the aforementioned carpet area statement as a benchmark.

Signature of Developer

## SECTION 2: INSTRUCTIONS TO BIDDER

### 1. General direction to the Bidder

The bidder is hereby made aware that the Society has appointed M/s. Acmeastute Consultants & Managerial Elites Pvt. Ltd; as Project Management Consultants, having its office at Office No. 1110, The Gateway, Wadhwa Commercial Complex, Opp. Nahur Registration Office, Mulund - Goregaon Link Road, Mulund (West), Mumbai - 400 080. [hereinafter referred to as "PROJECT MANAGEMENT CONSULTANTS" or "PMC"]

a) The Tenderer shall be deemed to have satisfied himself by actual inspection, of the site and locality regarding the site conditions, topography of the land, local conditions etc., that are likely to be encountered during the execution of the works and they shall be deemed to have taken all these factors into account while submitting their bid. They will carry out the work strictly as per Project Management Consultant's Instructions, methodology, specifications and conditions. No excuse related to property, technical data, area financial and legal matters etc. shall be entertained at any later stage. (Due to local conditions if any damage or disturbance occurs to surrounding area then, it will be the sole responsibility of the developer, and it should not stop the work.)

b) The Bidder is responsible for finishing the job accurately in accordance with the requirements of the tender document, the methodology, specifications, and conditions of the Project Management Consultant.

c) This Tender Document's material is provided in good faith and is only intended to serve as a general guide. However, the bidder must examine and validate the information before submitting a tender.

d) The Tenderer shall check the Tender documents and if any page is/ pages are/ missing or duplicate or indistinct, the same shall be brought to the notice of PROJECT MANAGEMENT CONSULTANTS/ Society and shall get the error rectified before submission of the Tender.

Signature of Developer

e) Wherever they appear throughout these documents, the terms "Tender" and "Tenderer" should be interpreted to mean "Bid" and "Bidder" respectively, unless the context clearly indicates otherwise. Similarly, Tenderer or bidder will refer to the developer, while "Tender papers" will refer to "bid documents."

## **2. Site inspection and Sufficiency of Tender**

To guarantee the authenticity and accuracy of their Tender for the Works, the Developer must effectively investigate and examine the site and its surroundings.

a) The Bidder must perform a thorough on-site inspection to become acquainted with the site and its characteristics, which includes geography, local features, and potential problems. Physical presence at the Society's premises is required for a thorough evaluation of site conditions, project viability, and existing infrastructure such as roads, watercourses, culverts, and installations such as electricity towers and substations. Before sending the tender document to the Society or PMC, all of these factors must be thoroughly evaluated. Any claims or complaints arising from a lack of knowledge with existing conditions and documents will not be considered after the tender has been submitted or during the execution phase.

b) Furthermore, the Bidder should guarantee a thorough awareness of all applicable central, state, and local laws, ordinances, rules, regulations, and codes pertaining to the project's execution, including the expenses associated with permits and licenses required for the works.

## **3. Interpretations**

a) Before submitting the Tender, the Bidder is responsible for studying the Tender materials and quickly notifying the PROJECT MANAGEMENT CONSULTANTS / Society of any missing, duplicate, or unclear pages.

Signature of Developer

- b) If a Bidder notices any errors, omissions, or uncertainties in the Tender Documents, they must promptly seek clarifications or interpretations from the PMC via a written request. However, presenting such a request after the specified deadline for tender submission is prohibited, and will not be entertained.
- c) If the Society or the PMC determines that changes, corrections, or clarifications to the Tender Documents are required before Tenders are received, they will release an appropriate Addendum.
- d) The Society reserves the right to ask a Bidder for clarification on their submitted bid, but any clarifications that change the spirit of the bid will be rejected. Only shortlisted bidders should be allowed to make change in their price bid after completion of the negotiations by PMC / Society only for completing the documentation as to what is agreed by the bidder.
- e) To assist in the examination, evaluation and comparison of bids, the PMC may at its discretion, ask the bidders for clarification and response shall be in writing and no change in the price bid or substance of the bid shall be sought, offered or permitted. Society / PMC may, in its absolute discretion, seek additional information or material from any Bidder after the last date for submission, and such information and material provided shall be considered to form part of that Bidder's bid. Society / PMC may, in its absolute discretion, engage in discussion with any Bidder (or simultaneously with more than one Bidder or all Bidders ) even after the last date for submission to improve or clarify any tender condition to all bidders.

#### **4. Addenda / Corrigenda**

- a) Prior to the opening of the Tender, the PMC may issue Addenda / Corrigenda to clarify documents or reflect changes in the design or provisions of the Tender documents. Each Addenda / Corrigendum must be provided in duplicate to each Bidder, who must follow the stipulated submission method. These materials will then be incorporated into the original Tender documentation.

Signature of Developer

b) Bidders are obligated to incorporate Addenda into their contract agreements and give them careful consideration during the tender preparation process. Bidders must acknowledge the issue and receipt of any Addenda by acknowledging their receipt inside the Tender.

c) Both the Society and the PMC maintain the right to issue Addenda in order to notify Bidders of changed requirements. These Addenda may also amend previously issued ones.

d) Notably, no Addendum shall be released within 7 (seven) days of the Tender's scheduled final submission deadline.

#### **5. Pre-Bid Meeting Between Bidder and Society/ PMC (If required)**

A pre-bid meeting will be held on **00/00/0000** ( ) at 00:00 am/pm at the PMC Office to clarify any concerns bidders may have with respect to documents, scope of work and other technical details of the redevelopment project & its tendering process before submission of bid. For this, the list of clarifications should be addressed to only PMC to avoid any miscommunication & the email copy should be marked to the society for information, should reach prior to 07 days of the pre-bid meeting. The bidders would need to send a list in duplicate of any clarifications or decisions they need so as to reach the PMC in time. Whether to arrange pre-bid meeting or not will be decided at the sole discretion of PMC / Society depending upon no. of bidders who have submitted list of clarifications & nature of clarifications so requested.

#### **6. Language**

The Tender must be submitted in English, as must all correspondence and agreements between the Society and the Developer.

**7.** Developer's experience in MHADA & MCGM in re-development & open plot development projects are a preferable option.

Signature of Developer

## **8. Manner of submission of Tender**

Both the envelopes shall be properly sealed and submitted separately, and each respective envelope shall be superscripted with "Technical Bid" or "Price bid". Title of work must be specified : Redevelopment of Mulund Sahakar Vishwa CHS at Mulund (West). The Bidder's name and address should be on the bottom left-hand corner of the envelope. The Bidder must properly examine all paperwork and papers, and ALL PAGES OF THE TENDER MUST BE STAMPED AND INITIALISED WITH PERMANENT INK. The Bidder must sign each page of this tender document and submit as part of his technical bid.

**ENVELOPE NO 1: Technical bid:** Technical Bid, company profile along with the required supporting documents and E.M.D.

**ENVELOPE NO 2: Price Bid:** Price bid & the Payment Schedule for the additional carpet area intended to be purchased by members should be sealed in envelope no – 02

Both the envelopes shall be properly sealed and submitted separately.

## **9. Offer**

The final negotiated offer made by the bidder and accepted by the society, which would represent a contract between the society and the bidder, shall be final during the construction period and thereafter if relevant and necessary. No change from the bidder's side will be entertained or accepted. The final offer, as negotiated and accepted, shall be on "as is, where is" basis.

## **10. Earnest Money Deposit [EMD]**

The Earnest Money Deposit shall be as specified in the Tender Appendix (Schedule-A). The EMD of unsuccessful bidders will be released after the successful developer is appointed by society. There will be no interest paid on the Earnest Money Deposit. Earnest Money shall be forfeited by the Society if the bidder withdraws the bid/ offer  
Signature of Developer

after submitting the Bid or modifies it during the period of validity of the bid, and / or if bidder's bid is rejected for any reason listed under rejection clause 15 of section 2, Instruction to Bidders. The Earnest Money Deposit (EMD) of successful bidder will be released after the completion of defect liability period without interest. If society doesn't take any decision regarding the finalization of developer within 120 days of opening of tender, then the society shall release the EMD amount to the respective bidders.

## 11. Document comprising the Tender

'TECHNICAL BID' SHOULD INCLUDE

- a. Original Bid Document signed and stamped
- b. Covering letter for submission of bid on company's letterhead, the format to be as per given in the Tender document.
- c. A list of all documents enclosed in the envelope on developer's letterhead.
- d. Submission of bid to be typed and signed on letterhead, details should as per the Proformas.
  1. Details of work of similar type and magnitude carried out by the BIDDER with supporting documents from work awarding authority.
  2. Details of work like proposed tender at negotiation stage/ proposed tender quoted and works in hand as on the date of submission of the re-development bid with supporting documents from work awarding authority.
  3. Construction schedule
- e. **Wherever the society or the Project management consultant's representative requests, the bidder must deliver the original of these copies for verification by the society or the PMC or its representatives.**
  1. Income Tax Returns, Balance sheet and profit and loss statement of last three financial years and credit rating of company
  2. Permanent Account Number of the company.
  3. G.S.T. certificate.
  4. MAHARERA Certificates of all completed and ongoing projects.
  5. Registration with Registrar of Companies / Registrar of Firms.
  6. Affidavit of Developer (as per format given in Section 4)

Signature of Developer



7. Memorandum of Association and Articles of Association [M.O.A and A.O.A.] for Limited company.
8. Partnership deed for LLP or Partnership Company. Certificate of Registration, List of partners duly certified by the Registrars of Firms.
9. Incorporation Certificate.
10. ISO Certificate
11. Board Resolution copy, notarized/ registered power of attorney establishing the signatory's authority to file Tender application and bind the company.
12. Organization chart showing the structure of the company including name and position of Partners/ Directors and key personnel.
13. Banker's Pay order/ D.D. payable at Mumbai of any Nationalized Bank payable to the society towards Earnest Money Deposit [E.M.D.].
14. Names of partners or Directors and their liabilities, Credit report of developers by bank
15. Net Worth certificates of all partners/ directors and company must be issued by a chartered accountant with a valid UDIN.
16. Within 15 days, shortlisted developers must provide a conceptual design/ plan detailing tower, floors, apartments per tower, habitable floor plans, parking areas (basement, stilt, podium, open, tower parking), lifts, amenities, and more with rear margin, side margin & front margin. Alternative design techniques are welcomed, with a preference for innovative and efficient designs that promote community spaces, sustainability, natural lighting & natural ventilation, traffic flow, waste management, and accessibility. The Society places a high value on innovative solutions that enhance the quality of life while also ensuring durability and aesthetic appeal.

**f. MANDATORY THINGS OR ELSE TENDER SHALL BE OUTRIGHT REJECTED AND NO FURTHER CORRESPONDENCE WILL BE ALLOWED**

- a) Each and every page of tender documents shall be signed and stamp by one of the partners/directors.
- b) Original Technical and price documents shall be submitted in separate sealed envelopes. Submission of empty envelopes without bids are not allowed.

Signature of Developer

- c) Banker's Pay order/ D.D. payable at Mumbai of any Nationalized Bank payable to the society towards Earnest Money Deposit [E.M.D.]
- d) Submission of acceptance letter on letterhead. (As per Section 4 on page no. 40)
- e) Both the envelopes shall be properly sealed and submitted separately, and each respective envelope shall be superscripted with "Technical Bid" or "Price bid". Title of work must be specified : Redevelopment of Mulund Sahakar Vishwa CHS at Mulund (West). The Bidder's name and address should be on the bottom left-hand corner of the envelope. The Bidder must properly examine all paperwork and papers, and ALL PAGES OF THE TENDER MUST BE STAMPED AND INITIALISED WITH PERMANENT INK. The Bidder must sign each page of this Tender document.

**ENVELOPE NO 1: Technical bid:**

Technical Bid, company profile along with the required supporting documents and E.M.D shall be DD/ Pay order.

**ENVELOPE NO 2: Price Bid:**

Price bid & the Payment Schedule for the additional carpet area intended to be purchased by members should be sealed in envelope no - 02

Both the envelopes shall be properly sealed and submitted separately.

The above documents and system should be followed by the bidder or else tender shall be disqualified without given any reason to bidder.

**12. Acceptance of Tender**

Tenders will not be accepted after the hour and date specified for tender closing. Society or PMC will not be responsible & liable for delay in receipt of the tenders if it is sent by post or courier etc. Bidders are not permitted to sue or make claims against the society  
Signature of Developer

as a result of the rejection of their tenders. The Society reserves the right to accept/ reject all/ any bid without assigning any reason or even if any bid falling on the lighter side. The decision of the Society shall be final and binding. The sealed bid shall be submitted at the Society's Office on or before **00/00/0000** between **11:00 a.m. and 05:00 p.m.**

The grace period for the submission of the tender document will be decided by the society, if required.

All supporting documents / self-attested copies as supporting documents shall be submitted with the technical bid / in the technical bid envelope only, and not by emails. Such submissions by emails will not be accepted and will not be considered.

### **13. Validity of bid**

Once submitted, the bid will be valid for 180 days from the date of Tender opening, during the course of which the bidder will be prohibited to change or withdraw their submission. However, the validity may be extended by mutual consent.

### **14. Cost of Tendering**

The Society and the PMC will not be liable to pay the Bidder's expenses incurred in connection with the submission of the Tender, such as the cost of the Tender and other accompanying documents, the cost of copying the company profile, the conveyance charges for the purchase and submission of the Tender, the cost of attending meetings, and so on.

### **15. Rejection of Tender**

The Society and the Consultant do not bind themselves to accept the highest Tender or any other Tender and reserve the right to reject any or all Tenders without assigning any reasons therefore. The Tender will be treated as invalid/ rejected if only one part of Tender is submitted. The Tenders not accompanied by Earnest Money Deposits will be rejected. Conditional Tenders are liable to be rejected and therefore Tenderers are

advised to avoid putting conditions that are in variance with the terms and conditions stipulated in the Tender or quote conditional bid. Tenders containing erasures and alternations of the Tender document are liable to be rejected. The Tenderer must sign at least, if any correction made in the entries against correction.

If it is found that two or more persons, who are related with one another either financial or management or supervisory or ownership or any such aspect or have master and servant/agent or have inter relations of control, management or supervision relation, have tendered under different names for the redevelopment work without disclosing their true nature of connection or interrelation, then such tenderer/s shall be rejected and EMD shall be forfeited. Society will not enter into any contract based on conditional offer, and conditional offer if submitted is liable to be rejected. Failure to provide information which is essential to evaluate the Tenderers qualification or to provide timely clarification to substantiate the information supplied may result in disqualification of the Tender.

The tenders are liable to be rejected if the Tenderer:

- a) The Society and the PMC reserve the right to reject any or all Tenders without providing reasons.
- b) Tenders without Earnest Money Deposits are liable to be rejected.
- c) Conditional Tenders that do not adhere to the specified terms and conditions will be rejected; bidders are urged to avoid such conditions.
- d) Tenders from the Partnership Concern, Pvt. Ltd. company, etc. that contain erasures, changes, or missing partner, directors, etc. details are likely to be refused.
- e) The Bidder must initial and sign each page of the Tender paperwork, as well as any revisions.
- f) To exert influence directly or indirectly or intimidate in any way directly or indirectly during the whole bidding process and till completion of the project will be viewed very seriously and hence tenderers must not contact the society representative(s) / PMC or their representative(s) to exert influence or intimidate in any way, from the time tender information is published in newspaper till the very end of the contract completion.
- g) A validity term shorter than that specified in the Tender form is grounds for rejection.

Signature of Developer

- h) Failure to sign and seal every page of the Tender is grounds for rejection.
- i) It is illegal to include Society members, office holders, or committee members as developers or families of developers.
- j) The Bidder must supply complete and correct information; failure to provide necessary qualification information or timely clarifications and / or any additional information which was required to be provided as per tender terms, may result in rejection of the bid and forfeiture of EMD.
- k) Any contract created as a result of a conditional bid will be rejected.
- l) In the best interests of the Society, the Society may specify further reasons for rejection.

## **16. Withdrawal of Tender**

The bidder cannot withdraw the tender once it has been submitted until the tender expires. This may result in a forfeiture of the E.M.D.

## **17. Omission and Discrepancies**

The Bidder discover any errors or omissions in the Tender documents, or if he has any doubts regarding their meaning, he shall immediately notify Acmeastute Consultants & Managerial Elites Pvt. Ltd., who may give a written instruction to all Bidders and will alert the society. It is understood that every effort has been made to avoid any error that could materially affect the basis of the Tender, and the successful Bidder shall accept and provide for the risk of any error that may subsequently be discovered, and shall make no subsequent claim as a result of such error.

## **18. Transfer of Tender Documents**

Transfer or assignment of Tender documents issued to one Tenderer to another is not permissible. Sub-letting the work to other company – even if the same board of directors/partners exists in that company is not allowed or no partnership with any

Signature of Developer

other company with above mentioned factors is also not allowed. No off-loading of the project will be allowed.

## **19. Signing Authority**

The Tender documents to be signed as follows:

- In case of Partnership firm, any one of the partners must sign the Tender. The original power of attorney of the person signing the tender must be enclosed with the tender documentation.
- In case of Private Limited Company, Tender documents must be signed by a lawfully authorized person, and a certified copy of the power of attorney must accompany the Tender. All Bidders are required to provide adequate evidence of its existence. Board Resolutions must back up the power of attorney, and relevant and enough proof must be provided to back up the authorization.

The contact details of the signing authority such as name, contact number & email address are also required.

## **20. Changes in constitution**

When the Developer is a partnership firm/ private limited company, any changes to the firm's/ company's constitution must be approved in writing by the Society / Consultant first. The firm should not induct new partners or directors or retire / replace existing partner in case they are selected as developer till complete execution of the contract. In exceptional cases society may consider developers written request at its sole discretion for change in partner / inducting new partners during the validity of the contract. If the aforementioned prior consent is not obtained, the contract is deemed to have been assigned in violation of the contract hereof, and the same action and consequences as provided for in the stated condition shall apply. In the case of private limited or public limited firms, any change in shareholding that effectively affects the management control of the company / promoters or change in Board of directors requires prior written consent of the society.

Signature of Developer

## **21. Tender Opening**

The Tenders, including submissions, envelopes, parcels, or packages, etc. that may have been submitted by the bidder, will be opened in a special general meeting/ committee meeting in the presence of members attending the meeting, and it will be examined whether the tenders are complete, whether bidders' documents have been properly signed, and whether the tenders are generally in order. At first, the technical bid will be opened, and if society / PMC is satisfied with the bidder's credentials and completeness / correctness of tender, then only the bidder's price bid will be considered for opening. The society reserved the right to change/ alter/ modify the tender opening process/ date/ time and its manner.

## **22. Process to be Confidential**

Following the public opening of Tenders, information relating to the examination and comparison of Tenders, as well as suggestions regarding contract award, shall not be disclosed to Bidders or other persons not officially involved with such process until the contract is awarded to the successful Bidder.

Any attempt by a Bidder to influence PMC personnel, Society members, or representatives on matters related to Tenders under consideration during the examination, clarification, evaluation, and comparison of Tenders, as well as decisions concerning contract award, may result in the rejection of the Bidder's Tender and forfeiture of his E.M.D.

**Canvassing in any form by Developer's representative directly or indirectly shall lead to disqualification / rejection of their submitted bid.**

## **23. Private and Confidential**

Whether or not the Bidder submits the Tender, the details of the Tender document must be treated as private and confidential by the Bidder.

Signature of Developer

#### **24. Priority of Contract Documents**

In case of any ambiguities or discrepancies, the priority shall be as under;

- Agreement (in duplicate shall be treated as one)
- Correspondence after submission of Tender
- Technical Specifications
- Special Conditions
- General Conditions
- Other Clauses

#### **25. Return of Unquoted Tender Documents**

The Bidders are requested to return the unquoted Tender documents along with the drawings on or before the submission date, the fees so paid for purchase of the Tender will not be refunded.

#### **26. Articles of Value Found**

All gold, silver, and other minerals of any description, as well as all precious stones, coins, treasure relics, antiquities, and other similar things found in or on the site, shall be the property of the Society, and the Developer shall duly preserve the same to the satisfaction of the Society/ PMC and deliver the same immediately to such or persons as the Society may specify.

Signature of Developer



**SECTION 3: PROFORMA FOR TENDER DETAILS**

**THE PROFORMA should be typed on the company's letterhead and attached with the tender**

**PROFORMA 'A': FIRM / COMPANY**

<b>Sr. No</b>	<b>Description</b>	<b>Details</b>
1	Name of the Organisation / Company / Developer with date of incorporation	
2	Full Address of Business place with other offices, if any more specifically in Mumbai	
3	Whether the firm is Joint Stock Company, Private Limited Company, Partnership firm (Attach copies of relevant documents to define the legal status)	
4	Name of Partners / Directors / LLP etc. with brief bio-data incorporating educational qualifications and past experience along with the direct contact number.	
5	In case of partnership/ companies, the percentage shares of the partners / directors.	
6	Name of the Sister Concern Company / Other Associate Company/ other group with the date of incorporation	
7	a. Telephone Numbers <ul style="list-style-type: none"> <li>• Office</li> <li>• Mobile of Individuals</li> </ul> E-Mail Address <ul style="list-style-type: none"> <li>• Office</li> <li>• Of Individuals</li> </ul> Web site details.	

Signature of Developer

	b. Name of the Signing Authority who has signed the bid along with his email address & mobile number to be provided below	
8	a. Permanent Account Number of the company. (PAN). b. Registration with Registrar of Companies / Registrar of Firms. c. Incorporation Certificate and commencement certificate d. GST certificate & details of returns. e. ISO Certificate	
9	Name of Bankers with full addresses and telephone numbers and details of Credit facilities, source of funding for this particularly project availed if any	
10	Name of Elevation Architects/ Laisoning Architects / Structural Project management consultants engineer s with full addresses and telephone numbers of the employee or consultants	
11	Name of Legal advisors / Solicitors with full addresses and telephone numbers	
12	Name of Chartered Accountants / Tax Auditors with full addresses and telephone numbers	
13	Source of Funds in percentage for the redevelopment project of Mulund Sahakar Vishwa CHSL A) Own B) Borrowed C) Others	

Last three years Audited financial documents like profit and loss, balance sheets & Audit report certified by your Chartered Accountant. GST certificate, PAN Card, Net worth certificates of partners/ directors and company from Chartered Accountant to be attached.

Signature of Developer

**Note:** - in case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken

Seal and Signature of Bidder

Name and Designation of Signatory

DRAFT TENDER

Signature of Developer

**PROFORMA 'B': LIST OF TECHNICAL AND MANAGERIAL PERSONNEL  
PERMANENTLY EMPLOYED WITH THE COMPANY**

<b>Name of the Organisation / Company / Developer</b>		
1	Name of the Person	
2	Qualification	
3	Department	
4	Designation	
5	Total work Experience	
6	Years with the Company	

Signature of Developer

Note: - In case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken

Seal and Signature of Bidder

Name and Designation of Signatory

DRAFT TENDER

Signature of Developer

**PROFORMA 'C': LIST OF EQUIPMENTS FOR QUALITY OF WORK**

<b>Name of the Organisation / Company / Developer</b>		
1	Name of Equipment	
2	Number of units	
3	Kind of Make	
4	Age of Equipment	
5	Present condition of equipment	
6	Present location with name & address of site where machinery is under use at present	
7	The testing equipment should be duly calibrated by a government recognized reputed inspection agency	
8	Remarks	

**Note:** - In case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken.

Seal and Signature of Bidder

Name and Designation of Signatory

Signature of Developer

**PROFORMA 'D': LIST OF COMPLETED PROJECTS OF ONLY REDEVELOPMENT**

<b>Name of the Organisation / Company / Developer</b>		
1	Name & address of the work project	
2	Existing building details including plot area and number of flats for society.	
3	Total construction area of the project	
4	Proposed Number of Floors	
5	Total cost of the project [construction cost + cost of TDR + Premium cost + corpus funds + rent compensation + other charges]	
6	Dates of: Letter of Intent, I.O.D., I.O.A., Commencement Certificate (C.C.), Completion Certificate (C.C.), Occupation Certificate (O.C.)	
7	Name of Laisoning Architect/ Elevation Architect	
8	Name of Architect/ R.C.C. Consultants	
9	Period of completion as per the contract	
10	Actual Period and date of completion	
11	Reasons for delay if any	

Signature of Developer

12	Penalty/ litigation/ arbitration if any (please give details)	
13	MAHARERA Certificate	

Note:

- a.** Copies of Certificate of performance issued by Societies/ Work Authorities/ Architect/ Consultants for each work listed above must be attached for scrutiny of the same.
- b.** Copies of Intimation of Disapproval [IOD.], Intimation of Approval [IOA], Completion Certificate [C.C.] and Occupation Certificate [O.C.] to be attached.
- c.** Project Brochures indicating the list of amenities and the layout to be attached.
- d.** Indicate number of storeys i.e., G + Nos. for each work listed above.
- e.** Type of building for each work listed above
- f.** Telephone Number/s of client [at least one telephone number per project].
- g.** Contact no of previous clients for feedback.
- h.** Bank Guarantee provided to previous projects.
- i.** MAHARERA Certificate of all completed projects.

In case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken

Seal and Signature of Bidder

Name and Designation of Signatory

Signature of Developer



**PROFORMA 'E': WORKS IN HAND OF REDEVELOPMENT AS ON THE DATE OF SUBMISSION OF THIS TENDER**

<b>Name of the Organisation / Company / Developer</b>		
1	Name & address of the work project	
2	Existing building details including plot area and number of flats for society.	
3	Total construction area of the project	
4	Proposed Number of Floors	
5	Total cost of the project [construction cost + cost of TDR + Premium cost + corpus funds + rent compensation + other charges]	
6	Dates of: Letter of Intent, I.O.D., I.O.A., Commencement Certificate (C.C.)	
7	Name of Laisoning Architect and Elevation Architect	
8	Name of Architect and R.C.C. consultants	
9	Period of completion as per the contract	
10	Proposed date of completion	
11	Reasons for delay if any	
12	Penalty / litigation/ arbitration if any (please give details)	

Signature of Developer

13	MAHARERA Certificate	
----	----------------------	--

**Note:**

- a.** Copies of Certificate of performance issued by Societies/ Work Authorities/ Architect/ Consultants for each work listed above must be attached for scrutiny of the same.
- b.** Copies of Intimation of Disapproval [IOD.], Intimation of Approval [IOA], Completion Certificate [C.C.] and Occupation Certificate [O.C.] to be attached.
- c.** Project Brochures indicating the list of amenities and the layout to be attached.
- d.** Indicate number of storeys i.e., G + Nos. for each work listed above.
- e.** Type of building for each work listed above
- f.** Telephone Number/s of client [at least one telephone number per project].
- g.** Contact no of previous clients for feedback.
- h.** Bank Guarantee provided to previous projects.
- i.** MAHARERA Certificate of all completed projects.

In case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken.

Seal and Signature of Bidder

Name and Designation of Signatory

Signature of Developer

**PROFORMA 'F': LIST OF COMPLETED PROJECTS OF ONLY OPEN PLOT DEVELOPMENT/ MHADA/ SRA REDEVELOPMENT/ CESS REDEVELOPMENT/ MCGM BUILDING**

<b>Name of the Organisation / Company / Developer</b>		
1	Name & address of the work project	
2	Existing building details including plot area and number of flats for society.	
3	Total construction area of the project	
4	Proposed Number of Floors	
5	Total cost of the project [construction cost + cost of TDR + Cost of MCGM + other charges]	
6	Dates of: Letter of Intent, I.O.D., I.O.A., Commencement Certificate (C.C.), Completion Certificate (C.C.), Occupation Certificate (O.C.)	
7	Name of Liasoning Architect and Elevation Architect	
8	Name of Architect and R.C.C. consultants	
9	Date of completion	
10	MAHARERA Certificates	

Signature of Developer

**Note:**

- a. Copies of Certificate of performance issued by Societies/ Work Authorities/ Architect/ Consultants for each work listed above must be attached for scrutiny of the same.
- b. Copies of Intimation of Disapproval [I.O.D.], Intimation of Approval [I.O.A.], Completion Certificate [C.C.] and Occupation Certificate [O.C.] to be attached.
- c. Project Brochures indicating the list of amenities and the layout to be attached.
- d. Indicate number of storeys i.e., G + Nos. for each work listed above.
- e. Type of building for each work listed above
- f. Telephone Number/s of client [at least one telephone number per project].
- g. Contact no of previous clients for feedback.
- h. Bank Guarantee provided to previous projects.
- i. MAHARERA Certificate of all completed projects.

In case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken.

Seal and Signature of Tenderer  
Name and Designation of Signatory

Signature of Developer

**PROFORMA 'G': LIST OF WORKS IN HAND PROJECTS OF ONLY OPEN PLOT DEVELOPMENT/ MHADA/ SRA REDEVELOPMENT / CESS REDEVELOPMENT/ MCGM BUILDING**

<b>Name of the Organisation / Company / Developer</b>		
1	Name & address of the work project	
2	Existing building details including plot area and number of flats for society.	
3	Total construction area of the project	
4	Proposed Number of Floors	
5	Total cost of the project [construction cost + cost of TDR + Cost of MCGM + other charges]	
6	Dates of: Letter of Intent, I.O.D., I.O.A., Commencement Certificate (C.C.)	
7	Name of Liasoning Architect and Elevation Architect	
8	Name of Architect and R.C.C. consultants	
9	Period of completion as per the contract	
10	Proposed date of completion	
11	Reasons for delay if any	
12	Penalty / litigation/ arbitration if any (please give details)	

Signature of Developer

13	MAHARERA Certificate	
----	----------------------	--

**Note:**

- a. Copies of Certificate of performance issued by Societies/ Work Authorities/ Architect/ Consultants for each work listed above must be attached for scrutiny of the same.
- b. Copies of Intimation of Disapproval [IOD.], Intimation of Approval [IOA], Completion Certificate [C.C.] and Occupation Certificate [O.C.] to be attached.
- c. Project Brochures indicating the list of amenities and the layout to be attached.
- d. Indicate number of storeys i.e., G + Nos. for each work listed above.
- e. Type of building for each work listed above
- f. Telephone Number/s of client [at least one telephone number per project].
- g. Contact no of previous clients for feedback.
- h. Bank Guarantee provided to previous projects.
- i. MAHARERA Certificate of all completed projects.

**Note:** - in case the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken

Seal and Signature of Tenderer

Name and Designation of Signatory

Signature of Developer

**PROFORMA 'H': RECORD OF ARBITRATION AND LITIGATION**

<b>Name of the Organisation / Company / Developer</b>		
1	Name and address of the work/ project	
2	Brief Description of Disputes	
3	Period of/ Arbitration/ Litigation	
4	Amount of Claim	
5	% of Claim to Final Contract Agreement	
6	Award in favour of/ against the firm	
7	Remarks	

**Note:** In case, the firm hides the fact in this respect and if this is revealed at a later date, it will be viewed seriously and action as deemed fit will be taken.

Seal and Signature of Bidder

Name and Designation of Signatory

Date:

Place:

Signature of Developer

**SECTION 4**

**A: SUBMISSION OF ACCEPTANCE LETTER**

[On Developer's Letterhead]

Date:

To,

The Hon. Secretary / Chairman,

**Mulund Sahakar Vishwa Co-op. Hsg. Soc. Ltd.**

J. N. Road, Nahur Village Road,

Mulund (West), Mumbai - 400 080.

**Sub:** The Redevelopment of Mulund Sahakar Vishwa Co-op. Hsg. Soc. Ltd., Kurla,

Sir / Madam,

After visiting the site, examining the Tender Documents, General Conditions of Contract, Special Conditions of Contract, Technical Specification, and other documents that are a part of the Tender Documents, and because they are specifically and implicitly mentioned in these documents for the aforementioned works, after gathering and independently verifying the necessary information regarding them as it relates to the Tender that you have invited, and after calculating the actual cost of all the items: -

1. I/we, the undersigned, hereby render the bid to build, execute, finish, guarantee and maintain the entire work in accordance with the said Tender Documents, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, and other documents as mentioned above for the bid as given herein as may be determined in accordance with the said Conditions of Contract.
2. We will abide by this Tender for the period specified in the Tender Notice. It shall remain binding on us and the Tender may be accepted at any time before the expiry of that period and/or before the expiry of any further period extended by mutual consent. In case of any default by me/us in our obligations above, we acknowledge, that the Earnest Money of Rs. Five Lakhs deposited herewith shall be forfeited by you, without any dispute or conditions put forward by me.

Signature of Developer



3. I / We acknowledge that our tender document, if accepted by Society after negotiations for award of development contract to us will be basis along with your tender document, to negotiate a contract ( development agreement ) until preparation and execution of a formal development agreement and other related agreements between society and us and such executed formal agreements will be legally binding between us. Until a formal redevelopment agreement is prepared and executed, acceptance of this bid shall be binding on both the parties subject to modifications as may be mutually agreed to & between us.
4. I/We have inspected thoroughly the site of works, and have satisfied ourselves before filling this Tender.
5. I/ we understand that if our Tender is accepted, we will be jointly and severally responsible for the due performance of the Contract.
6. I/ We undertake to complete and deliver the whole of the tendered work as per and within a period as may be specified in our eventual contract that will be entered into.
7. I/ we shall not assign the contract nor shall I/ we subcontract any portion of the contract, except with your written consent.
8. I/ we further agree that the plot potential shall be utilized by loading the maximum permissible FSI/ TDR & Fungible FSI under DCPR 2034 & as per the prevailing rules & regulations. If there are any changes in future after signing of development agreement, in the rules concerning FSI, Fungible etc., then the benefit will be shared 50-50 between Society and developer after deducting the related direct and indirect expenses. I/ We are submitting the offer based on prevailing rules & regulations.
9. I/We agree to keep this Tender open for acceptance for a period of 180 days from the date of opening the bid and in default thereof I/We shall be liable for forfeiture of full amount of my/our Earnest Money.
10. I/We agree to pay the professional fees of PMC & Legal Advisor (Appointed by the Society) as per their schedule of payment decided by the society.
11. I/ We are solely responsible for paying the stamp duty, registration charges, taxes or any other levies and out of pocket charges as applicable towards registration of redevelopment agreement, permanent accommodation

Signature of Developer

agreement or any other deeds or indenture and the purchase of FSI including premium FSI, permissible TDR, fungible FSI etc. I/ We shall be responsible for the cost of all FSI/TDR/fungible FSI to be loaded on the said land & the premium that may be required to be paid to the concerned authorities for loading such FSI/TDR/Fungible FSI, the development charges, out of pocket expenses etc. to obtain permissions and NOCs and to construct & redevelop the Society buildings. All FSI and TDR shall be purchased in the name of the Society.

12. I/ We, am/ are responsible for carrying out the necessary demarcation of all four road line remarks, DP remarks, junction curves for the area under road setback, POS (Public Open Space/Amenity Open Space) delineation, etc., at our own expense.
13. I/We, shall pay the security deposit Of Rs. 20,00,000 (Rupees Twenty Lacs only) by demand draft/ pay order in favor of "MULUND SAHAKAR VISHWA CHS. LTD.," payable at Mumbai at the time of issue of Letter of Intent (LOI) by the Society.
14. I/We hereby confirm that our bid is on "as in where is" basis and no concession will be claimed hereafter by us on the bid quoted by us. Under no circumstances, the bid quoted by us shall be reduced, irrespective of any addition/ alteration in the policies of MHADA/ MCGM.
15. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if, I/We do not execute the contract documents within the time specified by the society after receipt of notice from the Society stating that such documents are ready or I/We do not commence the work within the specified time given by the Society after receipt of order to that effect.
16. On failure to complete the whole or part of the work within the specified period and or any other extended period as may be mutually agreed, I/ we shall be liable to pay "penalty" of the rate of as per clause 21 of Section 5 Per week of delay for the period of default, without prejudice to the Society's rights to recover the damages & other reliefs.

In the event of continuing delay, the Society will be entitled to take action as explained in Schedule A, 1.1 under the penalty clause and the consequences of termination as mentioned elsewhere in the Tender will be applicable

Signature of Developer

- 17.I/we hereby certify that the statements made herein and the information given as referred in the document are true in all respects and that in the event of any such statement or information being found to be false, it will entitle the society to treat the resultant contract as void.
- 18.I/we hereby declare that I/we are not related in any manner nor I/we have any business/ employer/ employee relationship with any Managing Committee/ Redevelopment Committee/ AC members or ordinary members (or their families) of the society nor will we enter into business/ employer/ employee relationship with such members till satisfactory completion of the contract if the Tender were to be awarded to us.
- 19.I/We hereby declare that all the sections / subsections of this tender and all the terms and conditions of the tender are acceptable to us without comments/deviations/reservations.

Yours Truly,

Signature of the Bidder in the capacity of \_\_\_\_\_

For and behalf of \_\_\_\_\_

Signature of Developer

**SECTION 4**

**B: DECLARATION BY THE BIDDER**

[On Developer's Letterhead]

Date:

To,

The Hon. Secretary / Chairman,

**Mulund Sahakar Vishwa Co-op. Hsg. Soc. Ltd.**

J. N. Road, Nahur Village Road,

Mulund (West), Mumbai - 400 080.

**Sub:** The Redevelopment of Mulund Sahakar Vishwa Co-op. Hsg. Soc. Ltd., Kurla,

Sir / Madam,

We have come to know about the proposed redevelopment of your plot through various sources, including a newspaper advertisement/notice or other means.

I/We, as the Director/Partner of the company/ firm, are duly authorized to submit a bid for the proposed redevelopment of your plot.

I/We have thoroughly reviewed the information provided, including the offer document, with regard to the plot layout, ownership status, current layout of the buildings, their condition, and the overall status of the structures and amenities on the plot. We have confirmed these details with the relevant departments.

I/We have personally visited the site, confirmed the plot layout, and assessed the exact location and condition of the buildings.

I/We have familiarized ourselves with the DCPR 2034, various municipal policies and procedures, and other relevant departments before submitting this offer.

Signature of Developer

I/We have conducted our own evaluation and assessment of the project and are fully satisfied with the results. We stand by our offer, even in the event of any additions or amendments from the government or MCGM. We have visited the site and are fully aware of its conditions.

I/We have paid a sum of Rs. 15,000/- (Rs. Fifteen Thousand Only), along with any applicable levies, towards the cost of the bid document, and we understand that this amount is non-refundable. I/We acknowledge that the society has the right to reject our offer without providing any reasons.

I/We also assure the society that we will collaborate closely with the committee members, the society, the PMC/Architect/Consultants, and all involved parties to ensure the successful completion of the project.

Enclosed herewith is a pay-order/demand draft of Rs. 5,00,000/- (Rs. Five Lakhs Only) (interest-free) in favour of MULUND SAHAKAR VISHWA CHS. LTD. as the Earnest Money Deposit.

Finally, I/We assure you that we will fully adhere to all the terms and conditions of the bid, along with the technical specifications outlined herein, and will comply with them to achieve optimal results.

Yours Truly,

Signature of the Bidder in the capacity of \_\_\_\_\_

For and behalf of \_\_\_\_\_

Signature of Developer

## **SECTION 5: GENERAL CONDITIONS OF CONTRACT**

### **1. Singular and Plural, Gender**

Throughout the Tender, words that convey the single must also convey the plural when the context so requires. Words that convey the male gender must likewise imply the female gender.

### **2. Headings and Marginal Notes**

The various conditions' headings and marginal remarks are not to be interpreted or constructed in the contract as a component of the conditions or as a factor in doing so.

### **3. Gender**

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

### **4. Definitions of various terms**

The meanings assigned to the following terms and expressions in this Contract and the invitation to tender Specification shall apply unless the context clearly dictates otherwise.

'Society / Owner / Client' shall mean "**Mulund Sahakar Vishwa Co-Operative Housing Society Limited**" for which the Tender is being filled or any of its representative (s) / successor (s) / assign (s) authorised on their behalf and will include all its Office bearers.

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

Signature of Developer

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.

The term "Developer/ Builder" refers to the person, persons, firm, or company, whether incorporated or not, whose tender was accepted by the Society and with whom the Society entered into contract. It also includes the legal representatives of the person, persons, firm, or company comprising it as well as its successors and, if applicable, assigns.

'Acme Consultants/ consultants/ PMC/ Project Management Consultants/ PROJECT MANAGEMENT CONSULTING ENGINEER/ Project management consultants engineer/ Project management consultants engineer-in-Charge/ EIC' shall mean **Acmeastute Consultants & Managerial Elites Pvt. Ltd;** having their office at Office No. 1110, The Gateway, Wadhwa Commercial Complex, Opp. Nahur Registration Office, Mulund - Goregaon Link Road, Mulund (West), Mumbai – 400 080 and their duly authorized representative (s).

The "Legal Advisor" shall mean the legal expert/ firm engaged by the Society to advise it on legal matters of the project and so informed to the Developer by the Society.

The term "Contract" shall refer to the official agreement signed by the developer and Society as well as the Agreement papers, company or firm information, all proforma, Tender document with the Letter of Intent, and any other documents specifically mentioned herein. Together, all of these documents will be considered to constitute one contract and to be a part of one another.

'Letter of Intent' refers to notification to the bidder by letter that the tender has been accepted in accordance with terms mentioned in Letter of Intent.

The term "Site" refers to the property and/or other locations on which the Society is located, as well as any additional lands or locations that may be assigned by the Society or utilized for the contract's objectives.

Signature of Developer

'Approval of the Society/ Consultant' refers to the society/ engineer in charge of project management consultants' written approval of a document or other specifics or issues pertaining to the Contract. Engineer in charge to whom authority of various approvals is delegated needs to be approved by Society.

The "Project" shall mean the Entire project of Redevelopment 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, parking's, infrastructure, amenities, open space, landscape, etc. on the Society's land both for the Society's component as well as saleable component.

"Project cost" shall mean the cost incurred by the Developer in survey, investigation, studies, planning, designing, construction and commissioning of the project as well as internal Electricity, 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 if any, 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 if required, including development charges

"Competent Authority" shall mean all the sanctioning authorities in respect of the project work such as Local Municipal Authority, BEST, MSEB Reliance Energy/Tata Power/Adani Power or any other Electrical Power Company, Electrical Inspector, Lift Inspector, Revenue Authorities, Tree Authority, Civil Aviation Department, Ministry of Environment and Forests, Defence Authorities, Regional Development Authority, MMRDA/MRTS or Govt. Of Maharashtra/Govt. of India, MOEF&CC, CFO, E&ETC, AE Survey, MCZMA and so on, or any other Authority.

Signature of Developer



The term "Specification" refers to all schedules, technical specifications, detailed designs, technical data declarations, performance characteristics, and other "particulars" referred to as such in the Contract. The newest editions of all applicable Indian Standard Specifications and other relevant codes, as well as all addenda and corrections thereto, will also be included.

"Works" shall mean and include all works to be executed in accordance with the Redevelopment Agreement, or part/(s) thereof, as the case may be, and shall include all supplemental or additional, altered or substituted works as required for satisfactory performance of the Redevelopment.

'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

The term "test" shall mean any experiment performed without releasing the Developer from obligation that may be deemed required by the Society or its representative to determine the caliber and effectiveness of the Contract Work, or a portion thereof, including material experiments in particular.

'Defects Liability Period' in relation to redevelopment work means the specified period from the date of receipt of final OC by society.

## **5. Inspection of Site and Sufficiency of Tender**

The Developer shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his Tender as to the Correctness and sufficiency of his Tender for the Works.

The bidder whose **tender** is accepted will have to enter into Development Agreement, individual agreements for permanent alternative accommodation and general power of attorney that will be finalized by the legal Advisor appointed by the Society. After finalization of the draft agreement, it shall be registered as per the applicable Registration Act and requisite expenses including registration fees, stamp duty, GST of  
Signature of Developer

Existing members and incidental charges should be paid by bidder. The selected developers shall insure he obtains C.C., Capital of Project.

#### **6. Letter of Intent (LOI)**

The Bidder whose bid is accepted must present himself in person at the Society's office for the issuance of a letter of intent. He shall submit a security deposit of Rs. 20,00,000/- (Rs. Twenty Lacs only) by demand draft/ pay order in favour of MULUND SAHAKAR VISHWA CHS. LTD., payable at Mumbai, at the time the Society issues the Letter of Intent (LOI). Failure to provide the security deposit at the time of issuance of the Letter of Intent (LOI) constitutes a breach of tender conditions, in which case the Society shall forfeit the Earnest Money Deposit accompanying the bid as liquidated for such default, without prejudice to the Developer's liability to make good for any additional loss or damages incurred by the Society.

7. There should be no discrepancies in the plan for rehab Component approved by statutory authority in comparison to the layout approved by the Society violation of terms and conditions by unlawful planning and construction of additional area beyond that permitted would be subject to litigation and the buyers of such unlawful flats/ properties land themselves in deals that lead to litigation at a later date.

**The saleable and rehabilitation component shall be in same structure and there shall be no discrepancy in internal & external amenities of the project.**

8. The developer shall within 30 days of receipt of the Commencement Certificate from the MHADA/ MCGM, submit a bar chart program for the progress and completion of the work with respect to the proposed time period. This time frame will be binding on the developer. The developer has to submit the hard copy of the progress report to society and the PMC every month showing progress achieves of each item of work against the target as per the bar chart (MS Project). In case of any short fall, it should be explained with reason and the steps contemplated to offset the blockage should be clearly indicated. If necessary, revised bar chart shall be prepared by the  
Signature of Developer

developer based on actual progress and revised future program by enhancing extra labour etc. in order to complete the work within stipulated time limit and also get it approved by the Society.

9. If MHADA/ MCGM insists on sewage treatment and vermicompost plant then it has to be constructed by the Developer at his own cost.

## **10. Scope of Redevelopment Process**

The scope listed below is merely illustrative and intended to provide readers a rough idea of the redevelopment process. To begin and finish the redevelopment of the housing society building with full compliance to tender requirement and requirements of competent authorities, the developer must be fully conversant with the statutory requirements, bylaws, technical requirements, and nontechnical requirements.

1. Comprehensive review and analysis of the plans and attached details.
2. Thorough assessment of the eligibility criteria established for Developer pre-qualification.
3. Proper submission of the Tender as previously outlined, including all essential details and documents within the BID.
4. Evaluation of the quantum requirement for FSI followed by a considered decision regarding the procurement of FSI from the Market/ MHADA/ MCGM.
5. Demolition of the existing structure after obtaining the necessary IOD and pertinent permissions in accordance with requisites and mutual agreement.
6. Execution of site development tasks in accordance with the plans, ensuring completion in tandem with the phases of building construction. The plinth level of the building must be maintained between 2'-0" to 3'-0" above the existing road level, as per site conditions.
7. Fulfillment of contract formalities and subsequent project handover to the society upon completion.
8. Preparation and submission of a comprehensive BAR CHART detailing the execution timeline of the project, along with other requisite particulars.

Signature of Developer

9. Assumption of financial responsibility for water and electricity charges during the construction phase, with prompt settlement of any bills related to the construction period upon notification by the society.
10. Provision and funding of security arrangements for the entirety of the project.
11. Attainment of necessary N.O.C. from Government authorities, including but not limited to MHADA/ MCGM and Road Authorities. The associated costs and expenses will be the sole responsibility of the developer.
12. The above scope encapsulates essential activities, which, while not exhaustive, ensure the smooth and successful completion of the entire redevelopment project.
13. Strict adherence to the prohibition of amalgamating the Society's plot with any neighboring or adjacent Plot/s for joint Redevelopment. The written approval shall be mandatory from society for amalgamation of plot/s.

#### **11. Scope of Technical Services and Civil Work**

Quality control and time schedule control of the work is the most important factor of the redevelopment. The Developer shall deploy required resources as required for the work in the interest of satisfactory progress and completion of the work according to the schedule.

#### **12. Time Being Essence of Contract**

On this job the timely completion of work without compromising on the quality of work is of prime importance and the work shall be completed within the stipulated period. The Developer should adhere to his action plan and work schedule as mentioned in above point, as it is deemed to be essence of contract on the part of the developer. The Developer has to agree that the work shall be commenced and carried on in the order or precedence as may be directed by the Society/Society's PMC. The progress of work shall be checked at regular intervals and percentage progress achieved shall be commensurate with the time elapsed. Developer shall submit to the consultant. Developer shall submit to consultant progress report every fortnight indicating time progress of work.

Signature of Developer

### **13. Role of Society / Project Management Consultants Representative**

The duties of the representative of the Society/ Consultant are to check, watch and supervise the work and to test and examine any material to be used on Work, workmanship employed in connection with the works. He shall have no authority to make any variation in the works unless otherwise directed by the Consultant (in coordination with society). The decision in any matter taken by the society shall be final and binding.

PMC will also check developer's quality at all stages and purchase documentation ( unpriced ) and supplier's quality control documentation like inspection report / test reports etc. to ensure compliance to our technical specifications, makes, features etc. If the developer is not satisfied with any decision of the representative of the Consultant, he shall be entitled to refer the matter to the Consultant who shall thereupon confirm, reverse or vary such decision.

### **14. Professional Charges**

The developer/builder is responsible for bearing and paying the PMC designated by the society. The Developer will appoint the below list of consultants for their project as well as pay their fees directly to the parties concerned, such as:

- Planning Architect
- Elevation Consultant
- Structural (R.C.C.) Consultant
- Fire Fighting Consultant
- Sanitary / Plumbing Consultant/ MEP
- Geo Tech Consultant / Solar Consultant
- Landscaping Consultant
- Rain Harvesting Consultant
- Electrical consultant
- STP & ETP Consultants
- Green Energy Consultants
- Borewell Consultants
- Water Resources Consultants

Signature of Developer

- Legal Advisor
- Tax Consultant

All other professional expenditures that are not covered but may be required in the future to complete the project will be borne by the developer. It is apparent that, in addition to professional fees, the builder / developer must pay goods and services tax to the government in accordance with the prevailing laws for various experts.

The professional fees of the P.M.C. & Legal Advisor designated by the society shall be paid by the developer to the society in accordance with the payment schedule established by the society. The developer must obtain the appointment letters from the society with respect to the P.M.C. and legal advisor. The fee and payment schedule for PMC and Legal Advisor have been finalized by society and are not negotiable in any case. The PMC must present their invoices to society for approval & then the Developer/ Builder shall release the payments for services of the PMC with 18% GST to the society against the bills certified by the society. The developer shall release the above-mentioned certified payment to the society in the form of a cheque, which the society shall subsequently make available to the PMC within 7 days of the submission of the invoice. This clause is mandatory and shall also be included in the development agreement & tripartite agreement.

The fee and payment schedule for PMC have been finalized by society and are not negotiable in any case. The fee structure of the PMC is **1.50%** of total project construction cost plus 18% GST & the fee structure of the Legal Advisor is \_\_\_\_\_.

Signature of Developer

**SCHEDULE OF THE PROFESSIONAL PMC CHARGES**

<b>STAGE</b>	<b>PARTICULARS</b>	<b>FEES plus 18% GST as Applicable</b>
<b>1.</b>	<b>TECHNICAL SUPERVISION, LEGAL FORMALITIES AND COMPLETION OF WORK</b>  The professional consultancy fees of PMC will be <b>1.50%</b> on total construction cost {Construction Cost = Total Construction Area per Sq. ft. (Total approved built-up area (Rehab + Developer + 50%))} X 3,500/- rate of construction) plus 18% GST as applicable.	
	<b>The Schedule of payment will be as follows:</b>	
	a. On Letter of Intent to Developer	10%
	b. Approval of plans & Elevation by society	10%
	c. Approval of Development Agreement draft by society	10%
	d. On obtaining I.O.D. by developer	05%
	e. At the time of Vacating flats.	05%
	f. On obtaining C.C. by Developer	05%
	g. The balance 55% of professional fee will be released on monthly basis in 36 equal instalments which will be released on 1st day of every month, if project gets delayed due to negligence of developer, then the monthly instatements of Project Management Consultant's professional fee will be continued till the completion of the project	55%
	<b>TOTAL</b>	<b>100%</b>

Also, a tripartite legal agreement shall be signed between PMC, Society and Developer which is mandatory & the same will also be included in the development agreement.

Signature of Developer

## **15. Taxes**

The Developer shall pay all necessary income tax, GST, Works Contract Tax, state, central government, local bodies, cess, Value Added Tax, Goods Services Tax wherever applicable, E.S.I.C. and all other government dues and stamp duty if any, and the certificates for the same shall be submitted to the society or the PMC along with documentary proof. The developer shall indemnify the society and shall keep the society indemnified at all times for any failure on the developer's part to pay any taxes to competent authorities in connection with redevelopment of the society's building. The Developer shall bear all costs for GST and other duties on material purchased for the work from any source, including the tax applicable under the Maharashtra GST Act on the transfer of property in the goods included in the execution of the works contract (re-enacted) Act. 1991, etc. All taxes and payments mentioned in this section are current as well as those that may be levied, increased, changed, or amended in the future.

## **16. Compliance with Statutes, Regulations, Etc.**

The developer must follow the provisions of any Act of Legislature as well as the regulations of all statutory bodies and municipal corporations pertaining to the works. Developer shall arrange for any notices needed by the aforementioned Acts, Regulations, and Bye-Laws to be given to any authority or public officer, pay all fees that may be payable in relation of the works, and register the receipt with the Project management consultant's engineer.

## **17. Financing the Scheme**

The Developer is responsible for organizing his own finance arrangements for the redevelopment, either from his own resources or from open markets. The Society will not offer any advances, loans, subsidies, or equity for the project. And not a single square meter of land or any piece of the society's property shall be mortgaged or lent to any bank or other lender.

Signature of Developer



## **18. Standards**

The standards, specifications, and byelaws issued by the Bureau of Indian Standard Institutions and other similar organizations shall be deemed to include the most recent edition or issue of such standards, specifications, and byelaws, including all subsequent revisions, amendments, and addendum. Where materials are not specified and a standard exists for such materials, the materials must comply in all respects with relevant and current B.I.S. standards. Where B.I.S. standards do not exist, the best manufacturer's specification must be followed; in the absence of all of these, the Project management consultant's instruction must be followed.

## **19. Safety Code**

1. The Developer is responsible for ensuring that all mandatory safety provisions are followed as mandated by Society/ PMC/ Government Dept. During the course of the project, the Developer shall indemnify Society for any flaws or accident liability.
2. Suitable and strong Double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
3. When ladders are used for carrying materials, adequate footholds and handholds must be provided, and the ladder must have an inclination of no more than 1/4 to 1 (1/4 horizontal and 1 vertical).
4. Staging more than 3.25 Mtr. above the ground or floor or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, belted, braced and otherwise secured at least 1 Mtr. high above the floor or platform of such staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such staging shall be so fastened as to prevent it from swaying from the building or structure.

Signature of Developer

All workers working on scaffolding shall have safety belts, helmets, gloves, gumboots, etc. and it shall be the responsibility of developer to enforce the use of safety belts, helmets, etc.

5. The developer shall take enough safety precautions for material handling scaffolding and ladder works, mechanical devices, electrical devices, cranes, machinery, labour, all heights and depth of works as per standard practice and applicable rules and regulations.
6. No portable single ladder shall be over 8 Mtr. in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
7. The excavated material shall not be placed within 1.5 Mtr. of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
8. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway is more than 3.25 Mtr. above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced.
9. Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
10. Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be exposed to public. The developer shall provide all necessary fencing and lights to protect members of public and works from accidents and shall be bound to bear expenses of defence of every suit action or other proceeding at law that may be brought by any person; damages and costs which may be awarded in any such legal action or proceedings to any such person or which may with or without the consent of the developer be paid to compromise any claim by any such person.

Signature of Developer

- 11.No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus shall remain electrically charged. Proper earthing shall be provided to all electrical appliances.
- 12.All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or material as to render it unsafe.
- 13.Suitable facemasks should be supplied for use by workers when the paint is applied in form of spray or surface having lead paint dry rubbed and scrapped.
- 14.Overall healthy cooperation shall be extended by the developer to any other agencies of work which may be appointed by Society / PMC. for this project
- 15.The developer shall take all the necessary precautions during the phase of construction regarding the life and property of the existing members of the Society.
- 16.First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- 17.An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 18.Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing / railing of minimum height of one meter.
- 19.All staff and workers employed in the work shall be provided with safety shoes, helmet, belt, etc.
- 20.No floor, roof or other part of the structure shall be so overloaded with debris or materials that the area turns into unsafe.
- 21.Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

Signature of Developer

- 22.No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 23.Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 24.The ropes used for hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from defects.
- 25.Developer shall appoint 'Safety Officer' to maintain safety records to the satisfaction of the Project management consultant's engineer.
- 26.Employees should be covered in the State Insurance Act.
- 27.Adequate Number of Guards to be provided for watch and ward

## **20. Safety Project management consultants engineer**

The Developer shall employ and depute a fully trained Safety Project engineer/s on a full-time basis on site, who shall be responsible for ensuring the observance of all safety precautions and measures required on site.

## **21. Project Timelines**

Following the evacuation of premises, the project completion timeframe is scheduled at **42 (forty-two)** months, including monsoon. The acquisition of a commencement certificate from MHADA/ MCGM is required within **6 (six)** months following the Redevelopment Agreement's execution.

If the Developer requires extensions owing to unforeseen situations such as force majeure, written requests must be sent to the Society/PMC as soon as possible which may be considered by Society depending upon severity and duration of force majeure situation. The Society will consider and decide on extensions after receiving such requests. If an extension is granted, the Developer will compensate the members with the agreed-upon amended rent and brokerage.

Signature of Developer

The most significant aspect of the redevelopment is quality control and work schedule control. The Developer shall deploy the necessary resources as needed for the job in order to make significant progress and complete the work on time.

The Developer is required to present a thorough Construction Schedule using Bar Charts or PERT networks. A collaborative discussion with the PMC is required to create the Construction sequence and program in order to fulfill the anticipated completion date.

Without a doubt, timely project completion without compromising quality is critical. The developer must at all times adhere to the guiding spirit of the contract that time is essence of the contract, and therefore the developer's adherence to the aforementioned action plan and work schedule is an essential contractual requirement. In this context, the Developer must provide the PMC with progress reports every two weeks summarizing the status of work.

## **22. Penalty for Delayed Completion and Milestone Default**

A penalty will be assessed if the developer does not complete the work or items within the given period or permitted extension and does not provide the Society with a Full Occupancy Certificate. If the project is delayed for any reason beyond the schedules specified in the tender document, a penalty of 0.5% of total construction cost per completed week will be charged for the first 10 weeks, and then in case of further delay, a penalty of 1.0% of total construction cost per completed week will be charged for maximum 5 weeks. Total cap on penalty will be 10% of the total construction cost. Without influencing other recovery procedures, the Society has the right to deduct the penalty amount from the Security Deposit, Bank Guarantee, or any unpaid bills/amounts to the developer.

The imposition of this Penalty for Delayed Completion does not relieve the Developer of their obligation to complete the remaining work or any other contractual obligations or responsibilities. If the developer fails to meet the following milestones, the Society will levy the penalty.

Signature of Developer

<b>Sr. No.</b>	<b>Activities</b>	<b>Milestones</b>
1	Bar Chart from the date of LOI	Issuance of LOI
2	Registration of Development Agreement	3 months after LOI to Developer
3	Full IOD with full TDR, full CC & full fungible FSI loaded in the name of the society.	6 months after execution of DA
4	Registration of PAAA	45 days after receipt of full IOD
5	Commencement Certificate	6 months after L.O.I. to developer
6	Payment of alternate accommodation charges & BG	Before vacating
7	Vacation of flats by society members	45 days after receipt of vacation notice after receipt of full IOD
8	Construct the site office & society office	1 month after C.C.
9	CAR policy & labour license	15 days after C.C.
10	Completion of Plinth	6 months after C.C.
11	After completion of 10th slab and one sample flat approved by Society/ PMC	18 months after C.C.
12	Completion of 100% of RCC work	24 months after C.C.
13	After completion of external and internal plaster	36 months after C.C.
14	Completion of M.E.P and finishing work	39 months after C.C.
15	Completion of 100% project and Full Occupation certificate from MHADA/ MCGM	42 months after C.C.

Signature of Developer

### **23. RERA Registration**

The Developer must register the project under RERA within 30 days of receiving the Commencement certificate with the completion date specified in Section 1. The bidder is exclusively responsible for adhering to the RERA formalities. Developer will be solely responsible for opening & maintaining separate / no. of bank accounts for this development project specifically as per requirements of RERA.

### **24. Right of Entry**

Society/ Consultant/ MHADA/ MCGM staff or their representatives shall have free access at all times to the works and / or other location where materials are being prepared for construction for the contract, as well as any location where the materials are lying or from which they are received. The developer shall provide the required facilities to the Society/ PMC/ MHADA/ MCGM staff and his representative for inspection, examination, and testing of the materials and workmanship, including temporarily dismantling portions of the work or removing portions of finished work. Except for Society representatives, no one shall be permitted to enter the works at any time without the written authorization of the Society / Project management consultant's engineer.

### **25. Access for Inspection**

The Society has the right to ascertain the occurrence of any contingency, including, but not limited to, taking possession of the work, so far as it has been performed, and completing the work either by himself or by employing another Agency, retaining property of the Developer, such as materials, plant, machinery, or money already owed to the Developer.

### **26. Temporary Office on Site and Facilities**

The developer shall provide a suitable, proper, and water-proof temporary office of a minimum size of 3m X 5m with doors at his own expense, and the developer shall have a clerk or some other authorised person always present at such office, upon whom such  
Signature of Developer

notices may be served, and service of any notices left with such clerk or other authorised person or at such office shall be considered good service upon the developer. The developer must obtain approval from the MHADA/ MCGM Building Proposal Department to set up the temporary site office. The society members and PROJECT MANAGEMENT CONSULTANTS ENGINEER representatives will use it for regular meetings with the Developer and the PROJECT MANAGEMENT CONSULTANTS ENGINEER. The developer is responsible for providing suitable bathroom facilities for the temporary office. The site office should be used by society on temporary basis as society office whenever needed. And some society necessary records will be kept in site office.

## **27. Role of Society/ Project Management Consultants Representative**

The PMC representative's tasks include checking, watching, and supervising the job, as well as testing and examining any material to be used on the work and any craftsmanship engaged in conjunction with the work. Unless otherwise ordered by the society, PMC shall have no authority to make any changes to the works. The society's decision in any case shall be final and binding.

If the developer is dissatisfied with any decision made by the PMC representative, he may refer the problem to the society, which may then confirm, reverse, or vary such decision.

## **28. Joint meeting for review of work**

Joint meeting will be conducted by the PROJECT MANAGEMENT CONSULTANTS ENGINEER, every month with the Developer and the society, to take the review of the ongoing work of the Redevelopment building. The developer will mail agreed & corrected progress report duly signed by PMC's site engineer to PMC and in turn PMC will forward it to society authorized representative. It will be responsibility of the society authorized representative to mail this progress report to society members. Daily progress report will be sent via WhatsApp and the weekly reports on email.

Signature of Developer



## **29. Written Communication**

Communication between the three parties, namely the Developer, the PMC, and the Society, must always be in writing. Any verbal communication has no binding effect on any of the parties and will not be accepted for any reason.

Developer shall respond to letters written by the Society/PMC regarding the quality and speed of work and immediately fix the work/speed. If the developer does not answer, the PMC may issue a stop work notification to the developer. The Society/PMC's Advocate is entitled to communicate in writing on the Society's behalf with indication to the Society.

## **30. Liability of Insurance**

From the start to the finish of the works, the developer shall bear full responsibility for their care and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible, and shall be liable for any damage or loss that may occur and shall, at his own expense, repair and make good the same so that at the end of the works, the Society's Premises shall be in good order and condition and in conformity in every respect with the specifications.

1. The Insurance cost shall be for the entire capital of the project and shall provide cover against any structural failure or distress during the construction or after completion of the project up to defect liability period and considering the possibility that the scheme may be abandoned or dropped midway by the Developer for any reason whatsoever, the insurance shall cover the entire period of defect liability. The insurance shall also cover any damage to the existing buildings & loss of life, if any due to accidents at site of construction
2. The Developer shall provide, in the joint names of the Society and the Developer, insurance cover from the date of work order to the end of the defect liability period as necessary for the following events which are due to the Developer's risks:
  - a. Loss of or damage to the works, plants and materials;
  - b. Loss of or damage to Equipment
  - c. Loss of or damage of property (in addition to a and b above in connection with the Contract including existing buildings)

Signature of Developer

- d. Personal injury or death of Developer's employee, Society persons, visitors, workers etc.
3. Policies and Certificates for insurance shall be delivered duly assigned to the Society by the Developer to the Society within 30 days from the date of signing the agreement. All such insurance cover shall provide for compensation to be payable and as required to rectify the loss or damages incurred.
4. If the Developer fails to effect and keep in force the Insurance's referred as above, or any other insurance which the Developer may be required to effect under the terms of the contract, then and in any such the case the Society shall stop the work and/or release of land for construction/ built up area till such premium is paid by the Developer to keep insurance in force
5. Alterations to the terms of insurance shall not be made without the approval of the Society.

**a. Minimum Third-Party Insurance**

Law requires that minimum third-party insurance applicable as per law be renewed on a regular basis. Before beginning the execution of the works, the developer shall insure against his liability for any material or physical damage, loss, or injury to any property, including any member of the Society, Resident/Occupant of the Society/Visitor to the Society, and consultant and their representatives, arising out of the execution of the works or the carrying out of the contract. Such insurance shall be valid with an insurer and on terms approved by the owner, society, or representative of the project management consultant. Copies of insurance policies, as well as receipts for current premium payments, must be provided to the PMC or society. The insurance shall cover any damage to the existing building in neighborhood / vicinity of the project site & loss of life and injury to all personnel ( whether hired by Developer or by his contractor / subcontractor ) at the project site of the society and in neighborhood / vicinity of the project site if any due to accidents.

**b. Workman's Compensation Policy or ESIC coverage.**

The society shall not be liable for any accident or injury to any workers or other individuals employed by or working for the developer. The developer must insure against such liability with a PMC and Society-approved insurer.

Signature of Developer

**c. Contractor's All Risks (C.A.R.) Policy**

The developer shall insure the following at his own expense and in the name of the Society and the developer.

- The work at the contract price, plus materials for inclusion into the work at their replacement value.
- All plant, equipment, and other items delivered to the site by the developer at their replacement value.

The insurance shall cover all losses or damages caused by whatsoever causes, including anticipated risk, for which the developer is liable under the contract. The insurance coverage shall be for the duration of the contract and shall cover any loss or damage incurred by the developer in the course of any operations carried out to comply with his duties under the aforesaid clause. Such insurance shall be obtained through an insurance provider and on terms agreed by the PMC and the Society, and the developer shall, upon demand, produce copies of the policy or policies as well as proof of payment of the current premium.

Period of Policies

All of the above-mentioned insurance coverages must be maintained during the contract and defects liability period.

**THE SOCIETY IS NOT RESPONSIBLE FOR ANY LAPSES IN INSURANCE OR ACCIDENTAL INCIDENTS THAT OCCUR AT THE PROJECT WITH LABOURS DURING THE CONSTRUCTION.**

**31. Employment of Labor and Labor Act**

The developer must employ enough labour to maintain the requisite rate of progress and quality to assure workmanship to the degree stated in the tender and contract, as well as to the satisfaction of the Consultant. He may also not hire an adolescent who has not reached the age of 18.

Signature of Developer

The developer shall pay the laborer employed by him on the work not less than the minimum wage (which term shall indicate whether for some time or piece work the appropriate rates of wages as fixed by the law in force at the time).

The developer shall comply with the provisions and subsequent amendments (if any) of

1. Workmen's Compensation Act, 1923
2. Trades Union Act, 1926
3. Payment of Wages Act, 1936
4. Industrial Employment (standing order) Act, 1946
5. Industrial Disputes Act, 1947
6. Indian Factories Act, 1948
7. Payment of Bonus Act, 1965
8. Maternity Benefit Act, 1967
9. Society's Liability Act,
10. Apprentices Act, 1967
11. Minimum Wages Act, 1970
12. Contract Labor (Regulation and Abolition) Act, 1970 and Central Rules, 1971
13. Payments of Gratuity Act, 1972
14. Equal Remuneration Act, 1979
15. Child Labor (Prohibition and Regulation) Act, 1986
16. Inter-State Migrant Workmen's Regulation of Employment and Conditions of Service Act.
17. The Building and Construction Worker's (Regulations of Employment and condition of Service) Act, 1966
18. Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rule made thereunder from time to time
19. Employees Provident Fund and Miscellaneous Provisions Act, 1952 and amendment thereof.
20. Any other Act or enactment relating thereto and rules framed thereunder from time to time

Signature of Developer

Or any modification thereof, or any other legislation pertaining to it and rules issued thereunder from time to time, he will observe and give effect to the requirements of any law in existence at the time and regulating the rights and privileges of the labourers employed by him directly or indirectly.

It is the developer's responsibility to guarantee full compliance with all statutory/ ESIC/ PF requirements in respect of labour engaged by him and his sub developers (if any).

## **32. Developer's Personnel**

### **1. Developer's Senior Representative for Execution and Coordination of Works**

The Developer shall have at least one competent senior representative on site at all times during working hours throughout the course of the work and shall be empowered to make decisions binding on the Developer in respect of all matters likely to arise in connection with the execution and coordination of the Works at site and shall keep the Project management consultants and the Society informed at all times about the name and designation of such representative. Any directives, explanations, instructions, or notices issued to such representative by the Project management consultants engineer shall be considered given to the Developer.

### **2. Developer's Employees**

Following approval from the Project management consultants, the Developer shall provide and employ on the site in connection with the execution, completion, and maintenance of the Works. All project management consultants, engineering staff, technical assistants, site engineers and so on shall be qualified, skilled, and experienced in their respective trades, foremen and leading hands shall be competent to give proper supervision, ensuring quality and output to the work as they are required to supervise, and such skilled, semi-skilled, and unskilled labor is required for the proper and timely execution, completion, and maintenance of the works.

### **3. Removal of Developer's Employees**

The Developer shall immediately dismiss from the works any person employed by him who may, in the opinion of the Society / Project management consultant's engineer, be incompetent or misconducts himself, and such person shall not be employed on the  
Signature of Developer

works again without the permission of the Society / Project management consultant's engineer.

#### **4. Unauthorized Persons**

Unauthorized visitors are not permitted on the premises. The Developer must warn all such people to stay away and take actions to avoid trespassing.

#### **33. Protection of Trees**

The PMC-designated trees must be preserved from injury over the duration of the work, and the earth level within one meter of each such tree must not be altered. Such trees must be protected with temporary fencing if necessary. The Developer is liable for all such costs. The trees to be numbered and the Tree Authority's N.O.C. must be secured.

#### **34. Rain protection for existing buildings**

It is the Developer's responsibility to carry out water proofing of reputed brands on the terrace and parapet walls of existing buildings following the execution of the redevelopment agreement. He must install a bamboo temporary shed covered with tarps or equivalent material on-site over the existing building terrace roof to protect from rainwater during the monsoon season. The developer is responsible for all costs associated with the project, including MCGM approval.

#### **35. Conditions of Force Majeure Clause**

The terms 'Force Majeure' as employed herein shall mean Act of God, war, revolt, riot, fire, flood and Acts and Regulations of respective Governments.

Note: "Typhoon is covered under Act of God".

If either party is unable to perform any of their obligations under the Contract due to force majeure, the relative obligation of the party affected by such Force Majeure shall be suspended upon notification to the other party for the period of delay directly caused by such Force Majeure event. Upon the occurrence and termination of such cause, the  
Signature of Developer

party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within 72 hours of the alleged beginning and ending thereof, providing full particulars and satisfactory evidence in support of its claim.

The time for performing the relevant obligation suspended by Force Majeure is therefore prolonged by the period of delay induced directly by the Force Majeure incident. The party who has given such notice is excused from timely performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed, provided the party or parties affected by the event of Force Majeure use reasonable efforts to mitigate the effect thereof on its performance of the Contract and thus fulfill its obligations under the Contract.

Delay or non-performance by a party hereto due to the occurrence of any Force Majeure event shall not constitute a default or breach of the Contract; nor shall it give rise to any claim for damages or additional cost or expense incurred as a result of such delay or non-performance. Under no circumstances shall Force Majeure conditions be changed.

### **36. Arbitration**

All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to Arbitration of a Sole Arbitrator to be appointed by the SOCIETY. The Arbitration proceedings shall be governed by and conducted IN THE COURTS FALLING WITHIN THE MUMBAI

JURISDICTION and subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 or its Statutory Modifications or Re-enactments thereof. The language of Arbitration shall be English. The place of the Arbitration shall be at Mumbai. The decision of the Arbitrator shall be final and binding on the parties hereto.

Signature of Developer

- 1.1. This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Mumbai shall have exclusive jurisdiction in all matters arising out of or in connection with this Agreement.
- 1.2. All disputes and/or differences, controversies and questions directly or indirectly arising at any time under or out of or in connection with or in relation to this Agreement and the claims and counter claims arising under this Agreement including, without limitation, all disputes and/or differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of this Agreement ("Dispute") shall at the first instance will be attempted to be amicably settled between the Parties, through friendly consultations and negotiations.
- 1.3. If no resolution can be reached through mutual consultations and negotiations within 30 (Thirty) days of a Party delivering a notice of Dispute to the other Party, then such Dispute may be submitted for arbitration before an arbitral tribunal consisting of Single Arbitrator to be appointed by the Society in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended.
- 1.4. The seat and venue of the arbitration shall be Mumbai, India. The arbitration proceedings shall be conducted in English language.
- 1.5. Each Party shall bear its own cost of arbitration including arbitrator fees, attorney fees, court costs and other reasonable costs of suit, arbitration, dispute resolution or other similar proceeding.

### **37. Change of share holding pattern**

Under no circumstances shall the shareholding of the Developer's partners / directors be reduced to less than 90% by transfer until the Society's whole reconstruction work is completed. No restructuring of any type will be permitted without written consent of Society. We should not be dealing with non-corporation entities.

### **38. Termination of Contract**

The Society shall have the right to terminate the contract immediately under the following circumstances by issuing a written notice of termination ("the termination  
Signature of Developer



Notice") to the Developer, without prejudice to any other rights or remedies it may have under the Contract or otherwise.

1. Society, without prejudice to any other rights or remedies it may possess, may terminate this Agreement forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Bidder.

a. if the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt;

b. if the Bidder assigns or transfers the Agreement or any right or interest therein in violation of the provision of Agreement without prior written consent from Society; and

c. if the Bidder, in the judgment of the Society has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement

2. If the Bidder

a. has abandoned or repudiated the Agreement;

b. has without valid reason failed to commence work on the Scope of Work promptly or has suspended the progress of performance for more than 28 days after receiving a written instruction from the Society to proceed;

c. persistently fails to execute the Agreement in accordance with the Agreement or persistently neglects to carry out its obligations under the Agreement without just cause;

d. refuses or is unable to provide sufficient materials, services or labor to execute and complete the Scope of Works in the manner specified in the program furnished under Agreement at rates of progress that give reasonable assurance to the Society that the Bidder can attain Completion of the Scope of Work by the Time for Completion as extended; then Society may, without prejudice to any other rights it may possess under the Contract, give a notice to the Bidder, stating the nature of the default and requiring Bidder to remedy the same. If the Bidder fails to remedy material breach or take steps to remedy the same within 14 days then Society may terminate the Contract by giving notice of termination to the Bidder.

Signature of Developer

3. Upon receipt of the notice of termination, the Bidder shall, either immediately or upon such date as is specified in the notice of termination
  - a. ceases all further work, except for such work as Society may specify in the notice of termination for the sole purpose of protecting that part of the Scope of Works already executed, or any work required to leave the Site in a clean and safe condition;
  - b. terminates all orders / engagement with vendors/sub-vendors, except those to be assigned to the Society pursuant to paragraph (d) below;
  - c. delivers to the Society the parts of the Scope of Works executed by the Bidder up to the date of termination;
  - d. to the extent legally possible, assign to Society all right, title and benefit of the Bidder to the Scope of Works as of the date of termination, and, as may be required by Society, in any orders/ vendor engagement/sub-agreements concluded between the Bidder and its vendors/service providers; and
  - e. delivers to Society all non-proprietary drawings, specifications and other documents prepared by the Bidder as of the date of the termination in connection with the Scope of Works.
    - e.i. All approved civil & structural drawings / plans / elevations /layouts etc.
    - e.ii. All approvals & NOCs / remarks / comments received from authorities concerned such as MHADA / MCGM / Railways / Aviation / MMRDA etc.
    - e.iii. All receipts of fees paid for obtaining approvals / premiums for FSI etc.
4. The society, without prejudice to any other rights or remedies the Society may possess under the Contract or otherwise, may terminate the contract forthwith in the following circumstances by giving written notice of termination [“the termination Notice”] to the Developer.

**A. Developer's Financial Standing and Conduct:**

- If the Developer becomes bankrupt or insolvent, or participates in fraudulent activities.
- If an appropriate Court / Judiciary issues a bankruptcy or insolvency order against the Developer.

Signature of Developer

- If the Developer enters into an association with their creditors.
- If the Developer, as a corporation, passes a resolution or order for winding up (save in the case of voluntary liquidation for amalgamation or reconstruction), or if a receiver is appointed over any portion of their undertaking or assets.
- If the Developer, whether as an individual or as a corporation, commits any "Act of insolvency."
- If the Developer, as an individual or a firm, is adjudicated insolvent, or if it is an incorporated Company, has an order for forced winding up made against it, or passes a resolution for voluntary or Court-supervised winding up.
- If the developer fails to demonstrate that they are capable of completing the contract and fails to provide financial securities / BG etc. as per agreement within time stipulated in agreement or within stipulated time in the notice issued by PMC, and if the developer fails to make necessary payments / fulfil financial commitments to society and its members such as rent, corpus fund, etc. as per commitments accepted in the agreement.
- If the Developer, as an individual, firm, or incorporated company, is served with an execution or other court procedure attaching property issued against the Developer.

**B. Breach of Contract or Unsatisfactory Performance:**

- If the Developer abandons or repudiates the Contract or breaches it materially.
- If the Developer fails to begin work on time without a justifiable reason or suspends work for more than 14 days after receiving notice from the Society.
- Failing to provide/extend Bank Guarantees in accordance with the Development Agreement.
- If the Developer fails, neglects, refuses, or is unable to deliver sufficient materials, services, or labour to execute and finish the works as defined in the work program, with reasonable assurance of completion within the agreed period.
- If the Society concludes that the Developer has breached the Contract.
- If the Society deems that the Developer has failed to diligently pursue the works and make adequate progress to finish them within the agreed-upon time frame.
- If the Society believes that the Developer has consistently disregarded or failed to observe and perform his or her obligations under this Contract.

Signature of Developer

### **C. Termination of Contract due to Delay:**

If the Developer fails to complete the work within the specified time frame or delays the work beyond the time frame specified in the agreement, the Society has the authority to exercise its right on the developer's bank guarantee to recover penalty for delays. In case delay is beyond 15 weeks total, society at their own discretion will either terminate the DA after deducting penalty amount from the BG or may allow developer to complete the project as per mutually agreed revised timeline for completion after deducting penalty amount from the BG which is already applicable for the delay in completion of the project. In case developer is allowed by society to complete the project, the terms and conditions for revised completion schedule will be negotiated and settled at that time. Any developer's rights established under this agreement shall be renounced, and any liabilities originating from this agreement will be completely the Developer's responsibility. Furthermore, in this event, all rights provided to the developer in the Development agreement/POA would be forfeited/ceased with immediate effect.

### **Consequences of Termination**

Notwithstanding such termination, the Society shall be entitled to forfeit the security deposit, invoke the Bank Guarantee, liquidate Reserved Developers Area provided by the developer without recourse to and without requiring any consent or permission of the Developer and appoint a developer/contractor to complete the construction of the new building or approach the Authority under the RERA to take over the project with all amounts received in the designated bank account and receivable from the flat purchasers. In the event of such termination, Developer shall have no further rights to enter upon the Society's Property or to carry on the development or construction of the Society's Property. The Developer shall promptly remove their workers, contractors, engineers, labourers and such other staff and/or employees from the Society's Property and shall handover the Property to the Society together with the work in progress on the Society's Property as on that date and shall not cause any hindrance or obstruction to the Society carrying out the further development work on the Society's Property through any new/contractor/ architect that may be appointed by the Society. Further, the Developer shall not be entitled to claim or demand from the Society and the Society

Signature of Developer

shall not be liable to pay or reimburse to the Developer or indemnify the Developer in any manner towards the costs, charges and/or expenses whatsoever incurred by the Developer and/or the monies expended by the Developer whatsoever towards the development of the Society's Property till the date of termination.

DRAFT TENDER

Signature of Developer

## **SECTION 6: SPECIAL CONDITIONS OF CONTRACT**

The Special Contract Conditions must be read in conjunction with the General Contract Conditions. If there are differences, contradictions or conflicting requirements between General Conditions and Special Conditions, then the provisions in the Special Conditions of Contract shall take precedence.

### **1. Order of Preference**

In case of any conflict in interpretation, the following order of precedence shall prevail;

a. For Contract Conditions:

Special Conditions take precedence over General Conditions, and any addenda/corrigenda/clarifications issued take precedence over Special Conditions.

b. The consultant's Technical Specification and Approved Drawings shall take precedence in defining the scope of the contract.

c. For Legal Matters:

Contract conditions, along with any addenda, corrigenda, or clarifications supplied, take precedence over Technical Specifications.

### **2. Sequence of Activities**

The developer has to follow the sequence of works as given under;

➤ Letter of Intent (L.O.I)

The letter of intent to be given to developer subject to approval of Dy Registrar's NOC.

➤ MOU will be prepared before D.A. with basic offer conditions decided mutually. (if required)

➤ Development Agreement with the society

If the Bidder's Tender is accepted, he or she must engage into a conventional contract agreement with the society that includes all of the terms listed in the Tender document as well as specifications. The Bidder, his legal representatives, executors, administrators, and others are obligated to fully and completely execute the contract.

Signature of Developer

Contract agreement document shall consist of:

1. Agreement Papers (Legal and Technical such as development agreement, PAAA and others as required)
2. Original Tender document
3. Relevant correspondence i.e., all letters / correspondence forming part of the contract and referred to in Society's Letter of Intent (LOI)
4. Developer's Acceptance letter
5. Insurance papers
6. Agreements for purchase of TDR FSI in the name of the Society
7. Indemnity Bond
8. Performance Bank Guarantee
9. Triparty agreement between society, developer and PMC
10. All proposed plans with Sections & Elevations
11. Sanction approvals from concerned authority
12. Bar chart
13. Demarcation of plot
14. Proposal submission to MHADA/ MCGM
15. MCGM IOD
16. Demolition of existing building
17. Commencement Certificate
18. MAHARERA Registration
19. Construction Schedule/ Bar Chart/ PERT Chart
20. Fee and schedule of payment of PMC & Legal Advisor (Appointed by society)
21. Any other documents as may be desired to protect the interest of the Society and its members

**a. Development Agreement & Agreement with all the members (PAAA)**

The BIDDER whose BID is accepted, shall enter into a regular contract agreement with the society containing the required 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

Signature of Developer

contract. The BIDDER whose BID is accepted shall be required to present himself in person at the office of Society after the issue of letter of intent to execute agreement in the proper form. Failure to furnish security deposit in time and to execute the DA and PAAA within the time specified, will constitute breach of terms of the tender document accepted by developer in his BID submission. In case of such breach, the EMD accompanying the BID shall be forfeited by the Society as LD for breach of tender terms and conditions without any recourse and developer will not have any right whatsoever to claim any loss or damage or consequential loss etc. from Society.

An individual agreement (PAAA) with all existing members detailing the real carpet area (MOFA Carpet area) to be delivered describing the sharing of corpus fund, rent, brokerage, transportation charges, new parking spaces, etc. and all contract terms and requirements. The developer is responsible for bearing and paying the PAAA stamp duty and registration expenses in accordance with the rules. Members will be paid displacement compensation, brokerage, registration and stamp duty charges for the Leave and License agreement, as well as to and from moving charges, in accordance with the approved offer for temporary lodging.

- b.** FSI/ TDR and Approval of MHADA/ MCGM Building Plans by the Society / Consultant. Purchasing the FSI/ TDR with the developer and endorsing/loading it in the name of the society on the plan approved by the Society/ PMC. The developer's proposed building plan shall be reviewed & approved by PMC / Society before Developer submitting it to MHADA/ MCGM or to other authorities to ensure that carpet area of each member and all amenities and features are correctly presented and is as per Developer's agreed upon offer and our tender documents. The Society/ PMC may recommend changes/alteration/complete renewal of the plans; the developer must comply to the Society/ PMC's complete satisfaction.
- c.** I.O.A. and Bank Guarantee (To compliance of RERA Act, mandatory)  
The developer will obtain I.O.A. from MHADA/ MCGM for the redevelopment works. Further, the developer will provide Bank Guarantee as specified in clause 11 (2) of

Signature of Developer



Directive under Section 79-A of the M.C.S. Act 1960 of Government of Maharashtra dated 4h July 2019.

**d. Approval of Plans from Concerned Agencies / Departments**

The approved plans will be submitted by the Developer together with the fully loaded FSI/ TDR for approval from various departments / agencies as required for this type of work. A copy of any correspondence between the architect or developer and the MHADA/ MCGM and other authorities must be submitted to the society on a daily basis until the B.C.C. is received.

**e. Shifting to Temporary Accommodation**

The members shall be paid Rent, Brokerage, Shifting and Re-shifting charges & corpus fund as per the development agreement before shifting to temporary accommodation. Members shall vacate only after getting all NOCS, relevant permissions, 20% bank guarantee (100% purchase of FSI/ TDR, premiums & all entitlements before giving notice for vacating flats) and after receipt of Corpus Fund as per approved bid – 25% at time of vacating flat. Two months' notice period for shifting of members after receipt of all due payments as per agreement and after society receiving IOD and all concern permissions.

**f. Demolition of Existing Structure**

The request to demolish the current structure must be accepted by the society's SGM before being submitted to the MHADA/ MCGM for CC. The demolition of the structure can only begin after all members have left the premises. The demolition of the structure will be done by the developer. Debris will be removed / disposed off by developer as per procedure & instructions of the competent authorities and developer will be responsible for maintaining best housekeeping, cleanness and hygiene at site as per minimum standards laid down by MHADA / MCGM etc. from time to time and as per instructions of the PMC.

**g. Commencement Certificate**

Following completion of destruction of the abandoned existing building, the developer must file the relevant paperwork and get the commencement certificate.

Signature of Developer

**h. Construction of Building**

The new structure must be built in accordance with the agreement and after all present members have been relocated. Demolition of existing structures and construction work should begin within 10 days of receiving the Commencement Certificate (C.C.).

**i. Final Completion Certificate**

As soon as the work is completed, the Developer shall give a notice of such completion to the Society's PMC with a Copy 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. Further, no certificate of completion shall be issued, nor the work can be considered to be completed till the developer rectifies all the defects and also removes from the premises on which the work has been executed, all scaffolding, sheds and surplus materials, rubbish and all huts and sanitary arrangements required for his workers on the site in connection with the execution of work, as shall have been erected by the developer or the workmen and cleaned all dirt from all parts of the building upon or about which the work has been executed thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled lock and fastening, labeled the keys clearly and handed them over to the Society and made the whole premises fit for immediate occupation or use to the satisfaction of the Society and its Consultant. The work shall not be considered complete until the Society has certified in writing that they have finally completed the work to their satisfaction. The 'Defects Liability Period' as mentioned below, 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 will come to an end and should be return to the society after

Signature of Developer

the receipt of Full Occupation Certificate and Building completion Certificate from the MCGM.

**j. Full OC**

The Developer shall complete the construction of the new building in accordance with approved plans and apply for an occupation certificate, as well as permanent water, power, and gas connections. The Developer shall certify that all taxes imposed by all authorities have been fully paid and settled, and will produce a NO-Dues Certificate declaring that the Society owes nothing, as well as the date until which the Society is no longer liable for taxes imposed by the concerned authorities. And any bills for property taxes, water costs, and energy charges, as well as any authority left out, must be provided to the Society in original form as proof of payment.

**3. Approval Process for Full Usage of FSI & TDR Utilization**

Before destruction of existing buildings, the plans for full use of FSI by utilizing loading permissible T.D.R. (in the name of the society) on plot must be approved by all interested agencies such as MHADA/ MCGM, Civil Aviation if applicable, etc.

**4. Development Agreement**

The PMC & Society's advocate shall write and provide initial draft of development agreement & PAAA and submit it to Developer, which shall be mutually agreed upon after discussion. The developer will be responsible for the Registration and Stamp Duty for the aforementioned all legal documents and will be liable for payment of all necessary fees / duties / expenses etc.

**5. Power of Attorney**

The developer chosen through this Tender must prepare a Draft for Specific Power of Attorney, which must be accepted by the Society's Legal Advisor before it can be executed. This Power of Attorney will be limited to carrying out any incidental tasks  
Signature of Developer

required for the redevelopment, such as making applications to/representing before/signing all documents/receipts, etc. before all statutory bodies. The Developer will be responsible for the Registration and Stamp Duty for the aforementioned Legal Documents. The Power of Attorney will expire once the O.C. is obtained.

## **6. Additional Carpet Area**

The building should be built in such a way that existing members of all buildings receive additional cost-free carpet area in addition to the carpet area specified in Schedule - D of the technical bid as per the final accepted bid.

Additionally, in accordance with the final accepted bid, interested existing members may purchase extra carpet space (as per MOFA) at a discounted rate.

## **7. Corpus Fund**

As per the final accepted bid, the developer shall give hardship allowance/corpus funds to current members of society on their existing carpet area listed in Schedule-D of the technical bid.

The disbursement of the corpus funds will be as follows.

- |   |     |
|---|-----|
| <b>1)</b> On signing of Redevelopment Agreement                       | 25% |
| <b>2)</b> On handling over Vacant possession of the premises and plot | 25% |
| <b>3)</b> On completion of R.C.C. frame structure                     | 25% |
| <b>4)</b> On possession of New Premises                               | 25% |

Furthermore, according to the final accepted bid, the developer shall pay the Corpus Fund to the society to assist future maintenance needs of the society which will include new members also. This sum is to be given to the society when the new building is handed over to them. It is non-refundable in all eventualities including termination of the DA if necessary.

Signature of Developer

## **8. Alternate/ Temporary Accommodation**

The Developer is responsible for funding the monthly rent, refundable interest-free deposit, brokerage, shifting, and re-shifting charges for all building residents who require Alternate/ Temporary Accommodation. This accommodation must be in neighbouring rented premises and must be in accordance with the current carpet area provided in Schedule - D of the technical bid.

Before vacating the premises, the Developer must pay each member rent in advance, a refundable interest-free deposit, brokerage, shifting & re-shifting charges.

The rent for 4 years to be paid in advance at the time of vacating the building, using current date cheque for 1<sup>st</sup> year, and post-dated cheque for 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> year. The PDC for 2<sup>nd</sup> year to be dated 11 months after the cheque for the 1<sup>st</sup> year. Similarly, PDC for 3<sup>rd</sup> year to be dated 22 months after the cheque for 1<sup>st</sup> year. Similarly, PDC for 4<sup>th</sup> year to be dated 33 months after the cheque for 1<sup>st</sup> year. Similarly for the 5<sup>th</sup> year if it so becomes applicable due to delay in the project execution. The rent offered for 2<sup>nd</sup> year should be minimum 10% higher than that of 1<sup>st</sup> year, and similarly rent offered for 3<sup>rd</sup> year should be minimum 10% higher than that of 2<sup>nd</sup> year. And similarly rent offered for 4<sup>th</sup> year should be minimum 10% higher than that of 3<sup>rd</sup> year

The Refundable Interest Free Deposit Amount will be adjusted in the final corpus fund instalment to members. It should be reminded that the amounts and timeline for payments of these charges are non-negotiable.

This liability extends until the completion and possession of the newly constructed flats, including any project delays. The above-mentioned rent cannot be terminated at any time until the new property is handed over. If the rent is not paid on time or if the cheque is not honoured, it will be viewed very seriously and will amount to developer's breach of contract terms. Developer has to make good the delay in rent payments by making additional rent payment @ 5% of per month rent payable. In case the delay is more than 1 (one) month and if it is not made good, Society will consider it as intentional breach of contract and will issue notice for termination of the contract and

Signature of Developer

notice for stop work etc as per agreement. All the temporary accommodation charges are non-refundable in all eventualities including termination of the DA if necessary.

## **9. Parking**

### **Mandatory Parking Requirements:**

- Parking facilities shall be provided within the housing society for all sorts of vehicles, including cars, 2-wheelers, and their visitor's vehicles, in accordance with the current MCGM, DCPR 2034, Urban Development, and Coastal Regulation Zone rules.
- Stack parking and mechanical car parking systems are completely prohibited on the premises of the housing community. This condition must be met by the Developer in the parking design
- Permanent marking shall be done in fluorescent paint indicating owner's flat number assigned to the individual parking.
- Wherever possible, incorporate the One-Way Circulation movement of traffic around the parking area.
- Clear directional arrows or signage must be visible to avoid confusion and contra flow lanes. Parking bay shall be clearly demarcated with clear marking of the flat numbers to whom the parking is allotted.
- Use pictorial signage for the parking bay for physically disabled.
- Pedestrian routes shall be clearly visible
- Vehicular entry & exit route shall be kept to minimum in separate lanes.
- Inward opening or sliding automatic gate or roller grills shall be provided at the entrance and ramp levels with biometric access control facilities.
- Water lines shall be provided for car washing.

### **Car parking requirements & prohibitions:**

**1:1 Covered Surface Podium Parking shall be provided with ramps to the existing members of the society**

Signature of Developer

**Parking Allocation Restriction:**

The Developer shall not have the right to sell, transfer, or allocate parking spaces independently of the provisions stipulated in the proposed Redevelopment Agreement.

**Electric Vehicle Charging:**

- Charging points for electric cars must be built for each parking place on all levels.
- To allow appropriate invoicing and tracking of electricity consumption, these charging outlets must be linked to the energy meters of the corresponding housing units.

**10. Hoarding**

The society may install hoardings for private advertising and generate revenue from them. The developer is not entitled to any share of such revenue.

**11. Defects Liability Period (DLP) and Maintenance Liability**

The Defect Liability Period shall be 60 calendar months (5 years) for the entire project. DLP shall begin after handing over Full OC and after handing over peaceful, vacant and fully functional unit to each member, with all agreed amenities as per agreements. The security deposit & the balance 10% BG will be retained during the 60-month period. The value of Security Deposit will be reduced to the extent of payment received in lieu of last 25% of corpus fund.

Any occupier, whether existing members or new purchases, who discovers any faults or failures within this time period must seek resolution through arbitration by the PMC or the Society. The Developer must resolve the concerns at their own risk and expense within one week of written notification. If the work is not completed within the time frame specified, the Society reserves the right to have it fixed departmentally or through another agency, entirely at the risk and expense of the Developer. The Society is authorized to deduct the cost of rectification from payments or the security deposit, as determined by the engineer of the Project Management Consultant.

Signature of Developer

## **12. Waterproofing Guarantee**

Water proofing guarantee for terrace, balconies, overhead water tanks, underground water tank, internal toilet & external peripheral wall area shall be 10 years after the OC.

The Developer has to give additional 2.00% Bank Guarantee on the construction cost for waterproofing of the above work separately.

The Developer will be required to execute the Guarantee approved by the Society/ PMC for the works of water tanks, terrace waterproofing, WC, Bath, chajjas, below kitchenette sink and damp proofing course, etc., as well as anti-termite treatment. This bond would be valid for ten years after the work had been completed.

## **13. Post construction inspection and testing**

The work shall also be subjected to 'Post construction inspection and testing' after completion of the work and throughout the Bidder's liability period. If the materials or articles incorporated in the work are found to be inferior, even if the sample collected for the same was passed at the time of execution, it is the responsibility of the Bidder to replace the same at his own cost, failing which the Society may rectify the same at the risk and expense of the Bidder, or the Society may accept the work as sub-standard, and the cost be adjusted from the outstanding Bank Guarantee or Security Deposit.

PMC shall be the sole deciding authority for the meaning, interpretations, and consequences of various specifications sections, and his decision in writing shall be final and binding on all parties affected. If the PMC notices any poor work or divergence from norms, the Developer must fix or replace it in accordance with the PMC's directions and in consultation with the society.

## **14. Bank Guarantee (BG)**

The Developer shall submit a Performance Bank Guarantee\* valued at 20% of the total cost of the redevelopment project from a Nationalized bank, as per Section 79-A of the M.C.S. Act 1960 dated 4th July 2019. Also, the Developer has to give additional 2.00% Bank Guarantee on the construction cost for waterproofing of the work separately.

Signature of Developer



\* The performance bank guarantee is for faithful performance of the contract till completion / OC, timely completion of the project as per the timeline agreed and for guarantees/ warranties during defect liability period.

The draft of the BG is subject to approval by PMC/ Society and the Developer should obtain approval before signing of the Development Agreement. Negotiation on BG draft after DA will not be entertained. The BG should be as per the latest RBI & IBA guidelines. The BG claim period should be 1 year. The original BG should be submitted with notice to vacate the society premises/ after IOD. The BG should be irrevocable, en-cashable on society submission its first demand /claim without bank referring it to developer for acceptance of society's claim / demand.

The Developer shall produce a total of eight bank guarantees, each corresponding to the overall sum of the bank guarantees offered to the Society. The individual amounts of these bank guarantees will align with the schedule outlined below for their release. The validity of which shall be linked with project milestones and extendable from time to time in the event of milestone achievement delays. The first five bank guarantees will be valid until the project is completed and the Full Occupancy Certificate is received, while the final bank guarantee will be valid until the Defect Liability Period is successfully completed. The Society will release these guarantees once the designated milestones indicated below is achieved by Developer & the same has been confirmed by the PMC for the approval of the Society.

If the developer defaults on any of the condition, the Society will invoke the guarantee without any prior intimation to the developer and the Guarantor Bank shall honor the invocation without any permission from the Developer.

<b>1)</b> After completion of plinth	10%
<b>2)</b> After completion of 10th slab	15%
<b>3)</b> After completion of entire RCC	15%
<b>4)</b> After completion of external plaster	10%
<b>5)</b> After completion of internal plaster	10%
<b>6)</b> After completion of plumbing and electrical work	15%
<b>7)</b> After receiving the Full Occupancy Certificate	15%

Signature of Developer

**8)** After the defect liability period as per RERA 10%

### **15. Indemnity Bond**

The Developer must execute an Indemnity Bond for the satisfactory completion of the complete project on stamp paper in the format approved by the Society/ PMC for Rs.500/- [Rupees Five Hundred Only]. This indemnity bond will be in effect until the Defect liability period after the project is completed.

### **16. Security Deposit**

The developer will contribute a total security deposit of Rs. 25,00,000/- (Rupees Twenty – Five Lakhs only), which will be structured as follows:

The successful developer's EMD of Rs. 5,00,000/- (Rupees Five Lakhs only) will automatically change into a security deposit. In addition, upon receipt of the Letter of Intent, the developer must deposit Rs. 20,00,000/- (Rupees Twenty Lakhs only) in the form of Demand Draft/ Payment Order. According to the RERA Act, the complete security deposit will be released after successfully completing the defect liability period, which lasts 60 months from the date of occupation certification. If any expenses are incurred during the Defect Liability period, the society maintains the right to take these expenses from the Security Deposit & also, the security deposit will be interest free.

The value of Security Deposit will be reduced to the extent of payment received in lieu of last 25% of corpus fund.

### **17. Mortgage of Society's Land and Flats**

The developer will have no right to create a lien or charge over the flats to be assigned to existing members or land owned by the Society / land leased to the society or land in possession of the society in order to acquire a loan from a bank or financial institution for this redevelopment project. If the developer wants to take a loan, it may only be against the mortgage of the developer's open market selling residential tenements, as specified in the development agreement.

Signature of Developer

## **18. Transfer of Development Rights**

The Developer has no authority to transfer the Development Rights under any circumstances. And developer shall not transfer / assign / sell / rent out development rights under the agreement to any other entity /person/ company or corporation etc. and shall not create any joint venture or partnership with any other entity / person / company or corporation etc. to jointly undertake development after DA is signed with the society.

## **19. Increase in F.S.I. and Future Benefits Sharing**

Developers are instructed to submit bid based on the highest Floor Space Index (F.S.I.) utilization over the plot area, after taking into account any necessary additions and deductions.

If, after the project is completed, changes in D.C.P. Rules, MHADA/ MCGM laws, or Government Policies result in the developer being able to obtain more FSI, whether free of charge or through premium payment, the society will make decisions regarding its utilization. **After deducting actual expenditures, excess FSI benefits will be split in a 1:1 ratio between the Society (existing members) and the Developer.**

Before availing the utilization of the additional FSI, the developer will enter into a separate supplementary agreement with the society describing new terms and conditions. The developer will surrender all rights to extra FSI concerning the property after the project is completed and all flats are transferred to existing society members. **The decision to use the extra FSI is entirely at the discretion of society.**

The developer is not permitted to implement any other program to generate F.S.I. (for example, a public parking scheme, residences for project impacted persons, or any other MHADA/ MCGM or government body scheme).

Signature of Developer

Any future benefits occurring due to amendments in some laws or due to any changes the benefits will be passed 50-50 to both the society as well as the developer proportionately as per the mutual agreement between the two parties after deduction of premium paid for the same and construction cost. If a change in the law results in the loss of some area or money, then the developer will be solely responsible and he will bear the loss.

## **20. Indemnity**

The Developer shall indemnify Society in full against all liability, loss, damages, costs and expenses ( including legal fees ) or other claims ( including third party claims ) arising from or incurred as a result of ;

1. any breach of the contract terms and conditions / tender terms / non-compliance to tender technical specification by developer
2. any act of the Developer or its employees, agents, consultants, contractors, subcontractors, suppliers etc. in executing development project
3. Defects in workmanship, Defects in material used, defect in the goods & equipment used or installed during redevelopment project
4. Claims by buyers of the flats in redeveloped building sold by developer out of developer's sale portion which developer was entitled to sale as per DA.
5. Claims by third parties such as developer's directors, partners, employees, agents, associates, lawyers, consultants, architects, contractors, suppliers, workers, supervisors, engineers, managers etc., and neighboring societies / buildings, general public and others.
6. Claims from Government agencies, statutory bodies, MHADA / MCGM, Railways / Aviation etc. for non-payment of dues, fees, penalties, taxes, premiums etc. and for non-compliance of their rules and regulations
7. Claims arising out of infringement of other's copy right / proprietary drawings & designs by developer or their contractor / architects / suppliers etc.
8. Breach of laws & acts by developer during the whole redevelopment project and claims from authorities arising due to such breach.

Signature of Developer

## **21. Open Spaces**

The builder / developer has no claim to the society's open spaces/ stilts.

## **22. NOC for sale of flat after signing redevelopment agreement**

If any member wishes to sell a flat after the society has signed a redevelopment agreement with the developer, the developer must issue a no objection letter within seven days of receiving such request, without charging any premium/compensation. Subject to the fulfilment of society formalities, the developer shall transfer benefits/rights granted to the original member to the purchaser without imposing any premium/compensation.

## **23. New Members**

- a. The developer must obtain Society approval for the 'Draft agreement for sale' to be executed by the developer with their intending purchasers of flats available for free sale.
- b. Admission of new members to the Society is at the sole discretion of the Society and in accordance with the M.C.S. Act.
- c. The developer, whoever is chosen, shall note that he shall not be allowed and permitted to deal with the sale component flats unless he has received CC and MAHARERA Certificate.
- d. It is developer's responsibility to collect from new members the desired societal welfare charges and pay the same to society while new member's application for membership is being processed. The developer must mention this clause in sale agreement between himself and new member. (According to RERA). The charges applicable to each new member will be finalized between society and developer at the time of finalizing DA agreement.
- e. The developer shall not be permitted to hand over the sale premises to respective buyers until the developer has completed the project's balance infrastructure facilities and obtained the entire completion certificate of the plot from the PROJECT MANAGEMENT CONSULTANTS ENGINEER, subject to the Society's

Signature of Developer

approval, along with the Occupation Certificate/ Building Completion Certificate of the said building. Furthermore, the developer should handover the sold unit/flat to respective buyers only after Developer has handed over physical possession of entitled / particular flat as per the terms and conditions of development agreement & PAAA to existing members of the society, and only after developer has completed all the admission procedures for enrolling / admitting new members to whom he sold flats, and only after Society has formally inducted these new members in the society as bonafide members. It is to be noted by Developer that Society will admit new members in society only after Developer has fulfilled his all obligations as per terms and conditions of the development agreement & PAAA.

#### **24. Ban on Sale of Flats without obtaining Sanctioned Plans**

The Developer shall not be permitted to sell or transfer any part of the Developer's share available under the proposed Redevelopment Agreement unless proper permissions are obtained from the authorized authorities. (According to RERA)

#### **25. Ban on Prioritizing Possession for Non-Members Prior to Society Members**

The Developer shall not be entitled to grant possession of any part of the Society's property, even if a partial OC is obtained, because possession based on a partial OC is prohibited.

According to RERA regulations, the Developer is not permitted to grant any piece of the Society's property to any individual unless the Society's members have taken ownership in line with the proposed Redevelopment Agreement.

#### **26. Encroachment**

The selected Developer shall follow-up with various departments of the corporation / any other appropriate Government Departments/ body/ court, etc., and shall

Signature of Developer

necessarily remove the unauthorized encroachment/ settle disputes/ litigation/ claim, etc. on the plot by old tenants/ members, etc., and all costs/ expenses incurred in solving all problems of the said plot shall be borne by the Developer. However, the society and their consultant will support the developer in supplying any relevant applications/documents/presence, etc. and/or any other communication that may be required to resolve the issues. Before commencing work, any unwanted encroachment/disputes/litigation/claim on the plot/access road must be eliminated.

## **27. Demolition**

The existing building will be demolished after obtaining all the essential permissions and the members have vacated and then the CC shall be obtained. The demolition must be completed in accordance with IS 4130-1991.

1. Existing buildings of the Society shall be demolished at the developer's expense and risk, with due approval from the concerned authority and with proper safeguards to ensure that surrounding properties, individuals, and persons using adjoining roads are not harmed or injured.
2. All roadways and open areas next to the work site must be blocked or adequately covered.
3. No electric line or apparatus utilized by the operator that could be a cause of risk must remain electrically charged.
4. All reasonable precautions must be taken to protect employees from the risk of fire, explosion, or flooding. No floor, roof, or other part of a building shall be so overburdened with debris or materials that it becomes unsafe.
5. The demolition activity is only permitted between the hours of 8:00 a.m. and 9:00 p.m. subject to permission from the appropriate authorities.
6. Adequate water must be utilized to reduce dust annoyance.
7. The Developer must clear the debris as soon as possible.
8. The developer will make a temporary provision for receiving inward mail/post parcels/couriers and letters from other authorities to the members and the Society.
9. During the construction stage, the developer must make the required arrangements on-site to accept mail/couriers from existing members.

Signature of Developer

10. Before handing over possession of the buildings to the existing members of the society, all existing power, gas, telephone, cable, internet, and water connections must be surrendered and reestablished.
11. During possession, the developer should handover (vacant and free from any encroachment and encumbrances) possession of the plot.

## **28. Water supply**

The Developer shall construct the necessary storage tanks; lay an internal distribution line network to facilitate construction; and remove these upon completion of work. The developer is responsible for making necessary deposits to municipal authorities in order to obtain a water connection for construction activities.

The developer is responsible for obtaining and paying for the permanent water connections required for the proposed flats in accordance with the applicable legislation. The water supply for the kitchen, toilets and bathrooms will be provided by MCGM. Additionally, Developer to provide at least two functional borewell with pumps to supply water for flushing of toilets along with dedicated overhead storage tank and supply piping to each flat.

## **29. Electric supply**

The developer must bear the cost of electric power for both construction and illumination. Developer shall arrange for power, with essential switchboards, energy meters, and so on, at his own expense, and shall be responsible for their upkeep until handover / establishment of Society. He must provide the necessary clearances for overhead lines in order for large machinery such as cranes to move freely. When the job is completed, the Developer shall remove any wire put by him and make good to the satisfaction of the Project management consultants engineer-in-Charge if any disturbance or damage is caused. The Developer must hire a licensed electrician to complete his task.

Signature of Developer



The Developer must keep a contingency plan available at his own expense for any breakdown / interruption of electric power that occurs, and this cannot be used to justify any resultant delay in the works.

A separate meter chamber with ventilation and locking mechanisms will be supplied.

Meter rooms shall be provided on the ground level of each wing as per the rules and regulations of MCGM. The walls of these meter rooms shall be made in RCC with fire resistance rating of 2 hours. Lockable fire-resistant doors with fire resistant rating of 2 hours shall be provided to this room. Portable CO2 type Fire Extinguishers of appropriate capacity shall be provided at locations accessible to everyone.

### **30. Proposal in society's Name**

The proposed plans, approval, permissions, NOCs must be in the name of the society, and the developer must have only contractual rights to the development while also indemnifying the society for any claims/ disputes or delays in project implementation.

### **31. TDR**

Prior to beginning demolition of any of the society's old buildings, the selected developer must purchase the entire T.D.R. or utilize the T.D.R. available with the developer required for the project in the name of the society and have it transferred in the municipal records.

The developer shall bear and pay all costs and expenditures incurred in the purchase of FSI/TDR/Fungible F.S.I., including stamp duty, registration fees, GST, and other incidental expenses.

### **32. Statutory Approvals**

The Builder/ Developer shall purchase the FSI/ TDR for consumption / utilization from the open market/ MHADA/ MCGM in the name of the society before shifting of the members and demolition of existing buildings. Cost of purchase of FSI/ TDR, it's  
Signature of Developer

Brokerage and other incidentals thereto are to be borne and paid by the developer. Developer shall also pay for sanction and approval of the Plans, Commencement Certificate, Completion Certificate, and Occupation Certificate thereof from MHADA/ MCGM, etc. and all other statutory Authorities as and when needed and the cost expenses for the same shall be borne by the developer in total. The developer shall complete the construction of the building including sale area simultaneously and obtain O.C. subsequently.

The Developer / Builder will also be liable to pay assessments; property taxes of the additional flats till the date prospective flat purchases become member of the society. The Developer shall obtain Permanent Water connection, and new electricity connections applicable for all flats in the new building and not just for additional flats or the proposed flats. Similarly, this is applicable for PNG as per the prevailing rules and bear expenses thereof. The Developer also shall bear all expenses and obtain new electric connections for the proposed flat from the MCGM/ TATA/ Adani/ Reliance as applicable to individual flats.

The stamp duty, registration or any official legal expenses that will have to be paid on agreement or any other deed or document or writing which will be executed in pursuance of this transaction shall be borne and paid by the Developer. Incidentals and all out of pocket's expenses for approval proposed plans and amended plans for carrying out all other formalities are to be paid by the Developer / Builder as and when required by the Architect. Builder / Developer will pay deposit charges for electrical connection, water and drainage connections to the Electricity Supplier and MHADA/ MCGM.

The bidder shall bear all the expenses for obtaining the Demarcation of entire plot area including obtaining lease deed in the favor of society, Railway Remarks, Nalla Remarks, Aviation Remarks, MMRDA remark etc., obtaining NOC / approval from Dy. Registrar's office under section 79(A) of MCS Act and arranging appointment of AO & meeting etc., & all the necessary approvals / permissions / remark etc. from the concerned authorities for carrying out this Redevelopment works. The bidder shall also obtain all updated records for the society / in favor of society from concerned authorities such as from MHADA, from MCGM, etc. during & after the redevelopment as applicable such as

Signature of Developer

updating land record / plot area record in property card after demarcation of entire plot area. The necessary payment required to be made to the various departments in form of Deposits / Scrutiny fees, premium, development charges, water charges, assessment tax, etc. or any government levy and all out-of-pocket expenses etc. which is required to be made to various statutory authorities from time to time shall be borne by the builder / developer.

If any legal action is taken by any statutory Authority due to non-compliance/ negligence/ delay on the part of the Builder / Developer to obtain such necessary Approvals/ permissions, the society will not be responsible in any manner whatsoever and all risks, costs penalties and any other consequences arising due to the above non-compliances on the Developer's part shall be the responsibility and liability of the Builder/ Developer in totality.

No work shall be carried out without obtaining the necessary permission from the MHADA/ MCGM. All the permission obtained shall be submitted to the society and for its verification. If at any point of time it is found that the developer has carried out certain works without appropriate permission then the Architect/ Project Management Consultant may instruct the developer to stop the work. If the developer still continues to carry out the work without valid permission, then the Project Management Consultant / Society may be compelled to take necessary action as deemed fit including forfeiting of deposits/ Bank Guarantee/ cancellation of the contract.

### **33. Site Records and Documentation Requirements**

In addition to the standard routine requirements of the society office, the developer is needed to keep accurate documents at the site of work. The records to be kept must include, but are not limited to, the following: -

- a. Daily Progress Report should be in triplicate book.
- b. Trade and Skill wise laborer on the works.
- c. Work site order book.
- d. Instructions by Consultant / Society: -

Signature of Developer

A triplicate, serially numbered work instruction book will be kept in the site office, and all day-to-day instructions will be written in that book. Every day, the developer's representative must report to see these instructions and sign them at the bottom as proof that he has seen them.

e. Material Register

A detailed account of materials received and spent on the job, as well as stock position for each material, must be documented in the register.

f. Complaint/ Suggestion Book

g. During the course of construction, the developer must display a board with the names of the owner, architect, P.M.C., legal advisor, and developer. Project start and end dates must be specified.

### **34. Submission of Detailed Bar/ PERT Chart and Method of Working**

The Developer shall within the stipulated time in Tender, submit to the Society/ PMC for his approval a detailed programmed covering the following

1. Descriptive note explaining sequence of various activities.
2. Network (PERT/CPM), bar chart.
3. A tentative Layout and details of temporary works that the Developer wants to carry out to fulfill his obligation under the contract.
4. Indication of shuttering system to be followed.
5. The methods to be employed in carrying out the works
6. It shall include a list of labor force, classified into trades as envisaged

The Society/PMC must provide their consent to continue with the work, with or without changes. Acceptance of the programming and manner of working as submitted by the Developer, or with any modifications in the view of the Society/ PMC, does not release the Developer from any of these contractual responsibilities. All programs and plans submitted by the Developer and accepted by the Consultant / Developer shall constitute part of the contract; however, this shall not relieve the Developer of any time extension until the delay, if any, is expressly sanctioned by the Consultant / Society.

Signature of Developer

### **35. Substitution**

If the Developer wishes to substitute materials or craftsmanship, he/she must receive the Society/ PMC's written agreement for any such substitution well in advance. For materials specified indefinitely in this standard by terms such as 'Equal' or 'Other authorized,' etc., specific approval of the Society/ PMC must be obtained in writing.

### **36. Materials to Conform to Specifications**

All materials and workmanship shall, to the greatest extent possible, conform strictly to the specifications and in accordance with the Society/PMC instructions, and the developer shall, upon the request of the PMC, furnish proof to his satisfaction that they do so, as well as all invoices, accounts, receipts, copy of the purchase orders, test certificates/ inspection records of the supplier and other vouchers wherever applicable & to be decided by PMC.

Unless otherwise specified in the contract, the developer shall bear the costs of the tests, as well as the materials, labor, and equipment used in the testing procedures.

### **37. Samples**

Before placing an order for bulk supply, the Bidder must submit samples of various materials, fittings, and other items that will be used in the job for approval by the PMC.

The Developer shall provide enough quantities of samples of all materials to be used in the work with acceptable promptness and within reasonable time. Regardless of whether the material / product is from the approved list provided in the Tender for their review / approval by the Society/ PMC. Unless otherwise specified, the materials shall be approved by Consultant / Society in V.J.T.I./ IIT Powai.

All material samples must be provided at the Developer's expense to the Project management consultants engineer-in-charge. Each sample must be duplicated and labeled as follows:

- Name of Project

Signature of Developer

- Name of Developer
- Name of Product
- Name of Manufacturer

### **38. Quality Assurance Plan (QAP)**

As an engineering practice, we always follow Quality Assurance Plan (QAP) on our project for all activities starting from the building plan approvals, procurement, construction activity which will involve raw materials like steel, cement, sand and all bought out items and all phases of construction, installation, etc. As a broad guideline, we have given below aspects of quality control to be followed by Developer. However, it is mandatory for developer to submit his formal quality assurance plans (QAP) before the start of the procurement & construction activities for review & approval by PMC.

#### **Testing of Materials**

Developers should decide on field and laboratory testing facilities for all construction materials, and sampling and testing should follow Society/ PMC guidelines. A few random samples of materials may also be examined by Society/ PMC. The Developer is responsible for the costs of such tests.

All laboratory tests, such as concrete cube testing, slump testing, and reinforcing steel testing and any other testing required till completion of project, should be performed at the developer's expense. The Developer shall also be responsible for carrying out the above-mentioned tests and bringing any failure of the cube strength test or any other test to the immediate attention of the Society/ PMC. The PMC is responsible for verifying the Developer's test report. If the test report/result of the material/work done is not satisfactory, the developer must repair the work / replace the materials as requested; otherwise, the appropriate cost adjustment/recovery will be made from the developer's security deposit. TMT bars must be tested for tensile strength and cross section in 2 nos. of each diameter to determine whether they are TMT bars or not. The test certificate provided by the supplier will not be considered. Cement testing should be

Signature of Developer

done on-site for each lot. Concrete cubes must be produced for testing in the presence of the PMC or his agent for each significant lot of concrete.

### **Field Laboratory**

The Developer must set up a field laboratory for various field tests on things such as concrete cubes, cement, aggregates, sand, and bricks for masonry, tiles, wood, and similar materials as specified by the Project management consultant's engineer. A testing laboratory of approximately 5.0 m X 7.0 m in size, complete with platforms, shall be built as specified by the Project management consultant's engineer.

The Laboratory must have the following equipment:

Slump Cone	:	6 nos. as per I.S.I.
Cube molds for concrete	:	24 nos.
Cube molds for cement mortar	:	6 nos.
Cement testing equipment	:	1 set
Soundness accelerated (Initial and final setting, fineness, compressive test equipment, etc.)		
Weigh Balance (Capacity 5kgs)	:	2 nos.
I.S. Sieves	:	2 sets
Glass measuring cylinders	:	6 nos.

The job includes the construction of a laboratory facility and its equipping with the minimal equipment indicated above. At the Developer's expense, the Developer shall conduct additional testing for various products and materials at the laboratory of the nearby Project management consultants engineering college or any other recognized laboratory as recommended by the Consultant. At the end of each month, the Developer shall provide statistical analysis of all test results in the format recommended by the

Signature of Developer

Consultant for each category / stage of the work, e.g., RCC work, masonry work, etc., and take remedial action in accordance with these results.

### **Approval of Consultant**

Prior to casting, the steel reinforcement provided in all RCC members must be approved by the Consultant or his authorized agent. The Developer must obtain written approval from the Consultant at each level of the project. Before beginning any work such as concreting, masonry, waterproofing, concrete, etc., the Developer must provide complete information about the work in the prescribed proforma and obtain his signed consent. The Developer shall execute and maintain the works in strict accordance with the contract to the satisfaction of the Consultant, and shall comply with and adhere strictly to the Project management consultant's instructions and directions on any topic, whether explicitly or implicitly indicated.

### **39. Submission of Plans, Amendments, Additions and Alterations in Plans**

The plans required for submission to MHADA/ MCGM or other relevant authorities, as well as any subsequent amendments to approved plans, must be approved by the society before they are submitted to the authorities for reconstruction or redevelopment of areas designated for existing members, as mandated by RERA. While planning the proposed building, the developer is expected to adhere to the existing floor space index.

### **40. Submission of Drawings, Correspondence, and Permissions During Execution**

Any correspondence sent by the Developer to any relevant body, or vice versa, should be forwarded to both the society and the PMC, with a copy given.

The Developer shall provide the society with two sets of copies of correspondence, approved plans, sections, elevations, and permissions obtained from various authorities, as well as receipts for deposits/charges paid to these authorities, within eight days of receiving sanction or making the payments.

Signature of Developer



The Developer is required to provide the Society and the Consultant with two sets of drawings comprising Architectural, Structural, Public Health, Mechanical, Electrical, and Drainage installation Works, as well as other relevant project drawings.

#### **41. Documentation Handover upon Project Completion**

All original approved designs from MHADA/ MCGM, CC, BCC, and OC should be handed over to society by the developer before possession of new premises. Agreements, warranty, guarantee documents with numerous vendors, certifications of no dues from various government bodies, within one month of project completion. At the time of possession, the as built layout of external & internal drainage, water supply, power supply, and lift, PWD certificate will be handed over. Along with these, the following are also to be included:

- Original approvals / NOCs / Remarks / Permissions etc. from various authorities, such as MHADA/ MCGM / Railways / Aviation / MMRDA etc.
- Original Fee receipts for payments made to various authorities for premiums, approvals, remarks, NOCs etc.
- Original Fee receipts for payments made towards registration & stamp duties on agreements entered into with Society such as DA and PAAA etc.
- Original Lease deed executed with MHADA/ MCGM for plot along with fee receipts for payment towards premiums, lease rent, adjudication etc.
- Original Fee receipts for premiums etc. paid for purchase of FSI.

All concealed wiring and plumbing installations must be documented by the Developer with drawings and photographs for future reference by Society members. These documents must be provided as each phase is completed, kept accessible, and updated to reflect any changes. Upon project completion, a final set of documents covering all covert installations will be given over to the society.

#### **42. Possession of new flats**

Before the work is nearing completion, the Bidder must execute a performance test on the complete installation(s) in accordance with established requirements.

Signature of Developer

Before the job is considered complete, the Bidder shall properly clear the site of any scaffolding materials and debris etc. left over after his work and dress the site around the building to the satisfaction of the PMC.

The developer shall keep all completed works in pristine shape till the conclusion of the entire assignment assigned to him.

Before handing over possession of the buildings to the existing members of the Society, the developer must supply essential amenities such as water from MHADA/ MCGM, bore well connection, electricity, piped gas, generator, and elevators in working order.

Before giving ownership, the developer must clear all taxes, dues, and so forth, and will provide the Architect and PMC with the required Clearance Certificate. The developer is responsible for all substation, transformer, electrical cables, water mains, meters, and deposits for piped gas, water supply, and electricity installation, among other things.

Developer will be responsible and liable for payment of all MHADA / MCGM taxes and assessments on all new flats for existing members and these taxes and assessments will become payable by existing members of the society from the date possession of new flats are handed over to existing members, and members will take possession only after developer has fulfilled all obligations towards existing members as per terms and conditions of the agreement and final OC is handed over to society.

Even after the project is completed, the developer is obligated to pay any disputed amount or any development-related expenses/electric bill/water charges.

All other taxes and expenses for unsold flats would be handled by the developer until they were handed over to prospective buyers.

Signature of Developer

## **SECTION 7: SPECIFICATION FOR AMENITIES/ CONSTRUCTION FEATURES/ FACILITIES**

The Developer is responsible for ensuring that the amenities in the new buildings are consistent with the Standard Amenities found in the area. The organization strives for amenities that are as useful to all members as possible while remaining durable and requiring minimal upkeep. Furthermore, the new structures must adhere to current construction industry trends, which include trendy and appealing buildings, well-designed landscapes, adequate open space, and ample parking areas.

The building's design must allow for plenty of natural light and ventilation, reducing the need for artificial lighting in all communal areas and apartment rooms during daytime hours. The specifications mentioned in the Construction Certificate must be rigorously followed in these design areas.

In case of any discrepancy in the requirement given in section 7 and section 8, the requirements given in section 7 is to be considered.

### **1. Structure**

- a. The R.C.C. Conventional/ Mivan shuttering structure (M35/ M40 grade and above concrete) to be designed by eminent qualified and licensed R.C.C. consultant and the planning of the building layout to be carried out by well conversant Architect.
- b. The R.C.C. Structure will be designed as per I.S. code of practice with all due consideration for dead load, live load, wind forces and seismic applicable for zone IV as per relevant code (I.S. 456 and I.S. 1893).
- c. All the R.C.C. work viz. pile foundation/ open footings, R.C.C. plinth beams, R.C.C. floor beams, R.C.C. Columns, Staircase, Lift well, R.C.C. Over Head Water Tanks, Under Ground Water Tanks, Lift Machine Rooms, R.C.C. loft over Bath and W.C. etc. will be as per design and drawing of the R.C.C. consultant and the instruction of the consultant.
- d. For R.C.C./ R.M.C. works, 53 grade cement to be used.
- e. Mix design for footings, columns, slabs and beams to be done before starting of excavation.

Signature of Developer

- f. Building plan to be approved by society, no changes later. No open space deficiency.
- g. The RCC design to be peer reviewed from reputed RCC consultant. If basement parking is provided, then it needs to be water-proofed with latest technology and drainage systems.
- h. Building design should preferably ensure no common wall between flats and ensure cross-ventilation (at least 2 sides open to air). Layout should ensure minimum or no projections inside the rooms. Tiles should be fixed to avoid cut tiles in flooring and dado.
- i. Jogging track along the entire perimeter of the society & sitting benches to be provided.

## **2. Foundation**

- a. (V.J.T.I./ Bombay I.I.T./ Structwell) will undertake a soil investigation at the site to determine the safe bearing capability of the soil. In accordance with the applicable I. S. codes, the examination will also identify the appropriate depth for pile foundation/ open foundation and the requisite length for rock socketing.
- b. The foundation cement will be either Portland Pozzolona Cement (P.P.C.) or Slag Pozzolona Cement (S.P.C.).
- c. Prior to backfilling, anti-termite treatment must be performed.

## **3. Elevation**

- a. Engage a skilled and professional elevation architect/ designer to improve the exterior aesthetics of your building.
- b. The elevation architect must design an appealing and visually appealing elevation that requires minimum upkeep in accordance with local codes.
- c. Architect to suggest creative ideas, materials, and lighting solutions while taking into account the local environment.

Signature of Developer

- d. Collaborate with the architectural team to ensure that enhancements are seamlessly integrated. Make recommendations for long-lasting materials that are compatible with sustainability and energy efficiency.
- e. Include approved improvements in comprehensive elevation plans.
- f. Check that the proposed designs comply with local building standards and regulations.
- g. Provide lighting solutions for enhanced daytime and nighttime appearance.
- h. Before implementing planned improvements, seek consent from society.
- i. Collaborate closely with the project team to successfully implement the agreed design.
- j. The developer will pay for the architect's fees and the implementation of agreed improvements.
- k. Developer shall not carry out any changes / alterations in the approved plans based on request of any existing member or new member during construction or after receipt of OC.

#### **4. Masonry**

- a. External masonry walls should be built with 6" (150mm) thick fired clay bricks and appropriate jointing chemical/ adhesive from the approved materials list. Likewise, the intermediary walls between two flats must be 6" (150mm) thick.
- b. Except for kitchen walls (both internal and external), which must be constructed with fired clay bricks to ensure the load-bearing capacity for wall-mounted shelves and cabinets, internal partition walls should be constructed with fired clay brick of 4" (100mm) thickness with the appropriate jointing chemical/adhesive according to the provided list of approved materials. It is completely forbidden to use gypsum board or plywood for internal partition walls. All internal partition walls must be structurally sound enough to support the weight of wall-mounted split AC indoor units, flat screen TVs, overhead wooden storage cabinets, and other similar installations.
- c. Furthermore, to prevent capillary action, fly ash brickwork should be utilized up to a height of 1'0" from the R.C.C. slab at each floor level.

Signature of Developer

## **5. Constructing Trenches**

- a) In RCC (M 25 grade)
- b) Plastering the trenches from inside with waterproof plaster 1:4 and applying a coat of Approved make W/P Chemical as per manufacturer's instructions.
- c) Providing & laying manhole junctions along with RCC Covers so as to facilitate repairs & maintenance, replacement or addition of new services.
- d) Separate trenches should be constructed for electrical, data cable, water supply & fire-fighting.

## **6. Technical Scope of Construction**

The scope / requirements described hereunder is minimum requirements to be complied by developer, and in no way means that developer's scope is limited to only those listed here. To undertake and complete the redevelopment of the housing society, the developer should get acquainted with the statutory requirements, ordinances, technical and nontechnical requirements. The scope of the developer is extensive, comprising all required activities, formalities, regulatory permissions, works, and statutory compliances in the pre-construction, construction, and post-building phases, with no financial impact or liability to society.

The technical scope of construction and specification of construction / amenities and features / facilities is more specifically detailed in section 6, section 7, section 8 & section 9 and in case of any conflict / discrepancy between section 5 and other sections, the more stringent requirement given would prevail and will be applicable and binding for compliance by developer.

### **A. Site Establishment:**

1. Erecting metallic fencing, 10 meters in height, around the construction site for safety.
2. Providing proper accommodation for staff and workmen at the site, including water supply and sanitation facilities as per C.C. (MHADA/ MCGM) standards.
3. Arranging for site electrical connection and water supply at the Developer's expense.
4. Employing 24-hour security personnel.

Signature of Developer

5. Setting up a waterproof temporary office with doors, equipped with essential amenities, including adequate toilet facilities, for regular meetings with society members and the PMC.
6. Ensuring adequate night-time illumination at the site.
7. Complying with Provident Fund, ESIC, and other relevant statutory provisions.
8. Arrangement of Medical aid box at site

**B. Substructure:**

1. Undertaking earthwork and dewatering where needed.
2. Earthwork in dressing and rubble soling.
3. Providing anti-termite treatment for foundation and superstructure.
4. Performing P.C.C. / R.C.C. work in lift, grade slab, and other related areas.
5. Waterproofing lift pits, U/G Tank, basement, etc. with R.C.C. box type waterproofing.
6. Constructing masonry and damp-proofing courses as necessary.
7. Utilizing epoxy-coated reinforcement for foundation work up to plinth.
8. Damp Proofing Course at plinth level

**C. Superstructure:**

Civil Work:

1. Implementing R.C.C. as per structural design (minimum M35 grade) for frameworks, underground and overhead water tanks.
2. Utilizing Ready Mix Concrete for all RCC footing, plinth beams, RCC columns, RCC slabs, RCC underground tanks, RCC overhead water tanks, plinth PCC, concrete pavement, RCC lift pardi & any allied RCC work in superstructure.
3. Plinth protection & PCC at ground floor level of M20 grade concrete with fixing of nominal reinforcements in both ways 12 inches C/C of 10mm diameter reinforcement.
4. Conducting fired clay brick/ block masonry work (internal and external) and plastering work. Plastering work (Internal) and External plaster shall be sponge finished. For all masonry and RCC joints, fixed fibre mesh of 4" wide to avoid any leakages through the joint.

Signature of Developer

5. Installing flooring, dado, timber and metal joinery (Doors, Windows and Sundry metal works), painting (internal and external).
6. Waterproofing of terraces, toilets, overhead tanks, underground tanks, podiums, with conventional waterproofing & combination of chemical coating. (10 years warranty)
7. Managing civil work related to lift wells, machine rooms, substation, etc.

Plumbing Work:

1. Rain water pipe from terrace. (One rain water pipe for 4,400 Sq. Ft of terrace area)
2. Separate line of A.C. outdoor unit down take drainage for each grid
3. Water supply lines PPR quality from O.H. water tank to each flat.
4. Water supply rising main from U.G. to O.H. tank with PPR quality.
5. Heavy duty PVC drainage in plumbing and sanitary work up to first conical manhole of peripheral network outside the building. All the drainage pipelines whether internal or external, concealed or not, the Developer should use the manufacture's standard pipe fittings at all joints instead of making the joints at site by expanding the pipe ends.
6. All sanitary fittings and fixtures to be with concealed piping.
7. Installation of water pumps and control panels with required electrical work and safety service slabs at all floor levels (if possible) including Time changer, generator, emergency lights.
8. Automation should be done for Pumping System. Fully automatic pumping system for potable water from BMC, for bore well to toilet flush tanks, and for fire-fighting water pumps.
9. AC water & electrical pipe outlet for Hall & Bed Rooms

Electrical Work:

1. All electrical cabling, conduiting wire, DB's, ELCB, MCB, fittings, lightings fixtures in common areas, panels boards, including metering panel and energy meters within the building up to meter room. Light and power lines to be provided separately. Additional wiring for back up battery for individual flat should be done.
2. Providing Earthing, including earth pits and earth conductors, lighting arrestors, etc.
3. Electrical work for lighting and cabling for lifts in lift shaft up to lift machine room, for pump rooms and pumps.

Signature of Developer



4. Telephone wiring from telephone tag blocks at stilt floor up to the telephone socket outlets in the flats.
5. All Internal copper wire cabling to be done for entire project.
6. Wiring for cable television network from splitter box at stilt floor up to the T.V. socket in the flat including necessary splitters tap-offs.
7. Ducts and conducts for cabling and internet, telephone, etc.
8. Providing lift car installation, if any, with lift machine room, substation electrical work including cabling for lifts up to lift machine room

#### **D. Fire-fighting Work:**

Designing, getting approval from Chief Fire Officer, installing of fire-fighting, wet riser system inclusive of G.I. Piping, loop around at Ground Level / Stilt, fire hydrant, Fire alarm etc. including installation of electrical work.

As per model building by-laws and as per DCPR, minimum 1 fire lift is required for building above 15 mtrs. height. All special features of a fire lift must be provided in one lift at least, in each wing of the building.

Portable Fire Extinguishers of approved makes of appropriate capacity shall be provided at locations accessible to everyone. Adequate numbers of Optical type smoke detectors along with electronic hooter shall be provided. Lightning Arrestor with adequate earthing System should be provided. All the above facilities strictly as per MCGM Norms. 13A D.G. Back-up for lifts, Fire pumps and emergency lighting should be provided as per MCGB norms.

#### **E. Site Development:**

1. Underground water tank, pump room, including pump, panels automatic cut-off/ on etc. including installation and electrical work for the same.
2. **Developer shall provide Solar system 12 feet above the terrace level so that the entire terrace area can be utilized for roof top amenities for the newly constructed buildings** of adequate capacity so as to provide electric supply to staircase, compound wall, common lights, water pumps and one lift of each wing. Along with solar system for hot water supply through the solar powered water supply.
3. Roads, paving, plinth protection and footpaths, benches with back-rest.

Signature of Developer

4. Storm water drains (PPR Quality Pipes to be used for drainage use) up to Municipal Corporation's peripheral network from 1st manhole outside building.
5. Civil work for substations.
6. External drainage from 1st conical manhole up to Municipal Corporation's peripheral network.
7. External water supply from Municipal Corporation's peripheral network tapping points up to underground tank
8. Landscaping
9. Common Area with lighting to be done with L.E.D. lamps, solar emergency switches over.
10. Compound wall with attractive gates.
11. Security cabin at gate. (CCTV cameras with voice recording & storage device along with a microphone and cameras should be installed as per expert's suggestions everywhere in the compound and also on every floor in the society.)
12. Garbage disposal area as per capacity. (Compost machine installation)

#### **F. External Electrical Development:**

Installing area lighting, street lights, substation work, lifts, with timer switches control in watchman's cabin or electric room. (Sensor lights to save electricity, wherever it can be installed)

#### **7. External and Internal Plaster**

- a. The external plaster must be waterproof sand faced plaster with a minimum thickness of 25mm ready-mix cement mortar in two coats, incorporating elevation with waterproofing compound, grooves, pattas, rounds, or any other effect required by the Elevation Designer (with a 10-year comprehensive guarantee)
- b. All the Internal walls of flats shall have cement plaster of 12 mm thick with India gypsum punning of 6 mm thick, with a smooth finish.
- c. All the internal ceilings of flats shall have India gypsum punning of 6mm thick with a smooth finish.
- d. Ensure full-height waterproof plaster of 20mm thickness in toilets and bathrooms.

Signature of Developer

## 8. Water Proofing

- a. To reduce leakage, incorporate well-designed chajjas (eaves) over dead walls and windows.
- b. For all open wet sections, including the Terrace, Lift Machine Room Top, Mumty Room Top, and Chajjas Balcony Tops, use brick bat coba and IPS waterproofing.
- c. China chips (1" size, preferably white) should be used to finish the terrace and balcony tops. Water ponding test for 15 days before fixing china chips.
- d. To guarantee perfect waterproofing, use brick bat coba coated with cement mortar for closed wet spaces such as bathroom, WC, and kitchen sinks.
- e. Before applying conventional waterproofing, two coats of polymer layer shall be provided.
- f. Box-type waterproofing for the lift-pit, car lift pit and under-ground water tank is required.
- g. Damp Proof Course (DPC) should be installed at the plinth beam.
- h. All waterproofing work must be performed by an approved specialized agency with PMC prior approval.
- i. All waterproofing should be subjected to a 15-day water ponding test. In the event of a failure or leak, the developer must take corrective action as directed by the PMC. In severe circumstances, the developer may be required to redo the entire waterproofing after the issues have been resolved.
- j. Waterproofing Chemicals from the following specialized brands are acceptable: Pidilite, Roff, Mc Bouchmie, Fosroc, Sunanda, Nina Industry, and Dr. Fixit. There will be no substitutions permitted.
- k. Provide a ten (10) year performance guarantee on required stamp paper, backed by the manufacturer.

## 9. Plumbing Fixtures and Fittings

- a. Astral/ Ashirwad brand concealed CPVC pipe and fittings (for hot water) for bath/toilet/kitchen.
- b. Jaguar make (Series- Florantive / Fusion) C.P. brass fittings such as mixer / diverter taps / shower, etc.

Signature of Developer

- c. Ceramic fixtures, such as a wall-hung W.C. with soft-close cover (21"), a washbasin (18" x 16"), and so on.
- d. A 20" X 12" washbasin will be provided for the eating area and toilet blocks.
- e. External sanitary lines in UPVC/PVC with 2 mm thick galvanized brackets and G. I. heavy-duty clamps, with a 5'-0" c/c distance.

## **10. Water Supply, Storage and Plumbing**

- a. The water connection to all flats shall be in accordance with MHADA/ MCGM standards, i.e., water connection for domestic use and additional Bore well (rather than Tube well) including all necessary electrical connections, submersible pumps, automatic water controller, and filtration plant.
- b. Adequate underground and above water storage tanks for (24x7) continuous water delivery, as well as separate water storage tanks and plumbing for Bore well water, shall be supplied, allowing water to be used for flushing, car washing, gardening, and fire-fighting applications.
- c. Overhead & underground water storage tanks must be RCC.
- d. Water filtration devices of authorized make must be installed at the water main's entry site.
- e. Submersible pump with control panel for the under-ground tank in a suitable location.
- f. When the water supply is restored after an interruption, the plumbing system must ensure that each flat/floor receives water with consistent pressure and simultaneously with adjacent flats.
- g. All pipes (drainage and water supply) must be installed at least 75 mm away from the walls.
- h. Vertical drainage pipes and fittings must be made of CI/PVC.
- i. The Under-Ground Drainage pipes must be of high quality SWG pipes with box concerting.
- j. All vertical drainage and rain water pipe lines to the rain water harvesting pit and water supply work up to and including drainage connection to the Sewage line and water connection to the water main, including the Water Meter, must be executed by a licensed plumber in accordance with MHADA/ MCGM requirements.

Signature of Developer

- k. The present drainage work will be removed and replaced as specified by the engineer of the architect / project management consultant.
- l. The firefighting water supply pipes must be C class GI pipes with I.S. approved GI fittings / CPVC.
- m. Install heavy-duty FRP frames and covers for plumbing system chambers. These chambers may include, but are not limited to, access chambers, inspection chambers, junction chambers, and any other pertinent chambers required for the correct operation and maintenance of the society's plumbing system.
- n. For internal portable & borewell water supply lines, CPVC (80 Schedule) & external portable & borewell water supply lines, it is UPVC (80 Schedule)

### **11. Service Ducts**

Separate service ducts to be provided with fire resistant lockable shutters for following: Electrical cables as per MCGM rules, Data cables, Plumbing & Drainage pipes. The size of these ducts shall be good enough for easy servicing. Fire-fighting pipes like wet riser or down comer as mentioned in Technical Specifications.

### **12. Constructing Storm Water Drain**

- a) In RCC (minimum M 25 grade)
- b) Plastering the drains from inside with waterproof plaster 1:4 and applying a coat of Approved make W/P Chemical as per manufacturer's instructions.
- c) Coat of Approved make W/P Chemical as per manufacturer's instructions.

### **13. Paint**

- a. The external surface of the building will be coated with a 1.5mm acrylic base texture coating, followed by an application of Elastomeric Paint (with a 10-year waterproofing guarantee).
- b. Internal walls and ceilings must have one coat of primer and two coats of Plastic Emulsion or Lustre Paint. (Shade as desired by the member)

Signature of Developer

- c. The living area must have an accent wall with a unique texture or finish that complements the interior design motif. The application of the selected texture will be preceded by proper wall priming, ensuring a smooth appearance. Following the texture application, the accent wall will be painted with a complementary hue, boosting the aesthetic appeal and design harmony of the area.
- d. Staircase wall with rough structure will be painted with semi acrylic paint and ceiling (smooth finish) to be painted with plastic emulsion paint.

#### **14. Electrical Fittings and Fixtures.**

- a. A three-phase electric connection must be secured through a licensed Electrical Developer.
- b. To provide appropriate water supply, two submersible water pumps from renowned manufacturers shall be installed in each tank with automated on/off level indications. Pump capacity selection should be such that only one should be working at a time, and 2nd would be stand by.
- c. A standby generator with a switch changeover mechanism must be included to run automatically during power outages.
- d. A full water tank level and pump control system must be included - It should include electronic level sensors with digital indicators for water levels in the underground and OH tanks, and alarms for low water level and for overflow. Alarm buzzers and indicators to be located at ground level near main security cabin.
- e. Cable connection points, intercom facilities required for each flat, society office, security cabin, terrace, parking area, gymnasium, amenities area, etc. and internet connections must be constructed, as well as two high-speed optic fibre cables.
- f. All flats must have a smart electrical system installed.
- g. Wiring shall be concealed throughout the installation.

Signature of Developer

<b>Sr.No.</b>	<b>Description</b>	<b>Make</b>
01	Electrical Cables or Single core wires	Polycab / Finolex/ R R Cable
02	PVC tubular conduit and accessories	Finolex/ Precision/ Polycab
03	Metal tubular conduit and accessories	Elcon
04	Distribution Board	Hager / Havells / Schneider
05	ELCB/MCB/MCCB	Legrand/ Siemens/ Schneider/ ABB
06	Lighting Fixture	Crompton/ Bajaj
07	Switches and Socket outlets	Crabtree/ Schneider/ Havells/ Anchor
08	Earthing Accessories	Elcon
09	Telephone /Coaxial/Lan cables	Polycab/ Finolex
10	Transformer	Crompton
11	Switchgear	ABB/ Schlinder

## **15. Elevators/Lifts**

- a. Elevators of sufficient capacity (Min. 12 passengers – 816 Kgs.) must be provided, and they must be of the KONE / SCHINDLER / OTIS brand, as approved by the society and in line with P.W.D. criteria.
- b. Number of lifts provided will be as per NBC (National Building Code) and MCGM rules.
- c. A stretcher lift must be provided to make transporting of hospitalized or injured folks easier.
- d. A reliable power backup system that includes a standby Diesel Generator set of 82.5 KVA must be installed. This system should be built to work autonomously in the event of a power failure, maintaining continuous power supply for vital demands such as lifts, pumps, and lights in common areas such as parking, stairwells, and the lobby.
- e. Strict adherence to safety standards and regulations is required for the installation and operation of lifts and the Diesel Generator set of 82.5 KVA. All safety precautions must adhere to current industry norms and guidelines.
- f. An elevator-specific emergency evacuation plan should be prominently displayed in the building, explaining the procedures to be followed in the event of elevator breakdown or power outage.

Signature of Developer

- g. Elevators should be constructed and installed such that they are fully accessible to people with disabilities, in accordance with current accessibility standards and laws.
- h. Elevators and the power backup system must be thoroughly tested and certified by competent authorities prior to commissioning to ensure safe and dependable operation.
- i. Before taking possession of the facility, the society should be provided with comprehensive paperwork, such as user manuals, maintenance records, safety certificates, and emergency contact information.
- j. Building workers should be trained on elevator operation and emergency protocols, as well as the power backup system.
- k. To reduce the impact on the environment, the power backup system should adhere to environmental requirements, including emission controls and noise reduction measures.
- l. Ensure that the elevators and power backup system are covered by adequate warranties that cover faults and malfunctions, and that the terms and length of these warranties are specified in the contract.
- m. Developer shall demonstrate to PMC at design stage prior to releasing PO on supplier, that elevators proposed exceeds minimum requirements of fire safety standards laid down by concerned authorities.
- n. All the Lifts shall be provided with the door with a clear opening for Stretcher movement. S.S. Hairline finishes on walls with mirror on rear wall to aid people on wheel chair to see behind without turning around. Black sea floor finish. S.S. grab bar placed horizontally at proper height from floor level, on all the three sides of the lift. Call button outside & inside the elevator with a clear (no objection) floor space for a person on wheel chair to access it. Control panel inside the lift placed at a height approachable to a person on wheel chair. LED lights, Ceiling fan, Emergency phone Voice announcement system along with visual display to indicate floor levels. CCTV dome type camera Annual Maintenance Contract of Lifts for a minimum of one year excluding guarantee period.

Signature of Developer



## 16. Piped Gas Connection

All the members will be provided with piped gas connection in kitchen subject to deposit paid by the society members. Laisoning will be borne by the developer

## 17. Rain Water Harvesting

All rainwater must be collected efficiently and used to replenish the groundwater table, unless otherwise stipulated by MHADA/ MCGM standards.

Sr. No.	Description
1	Geophysical Survey for Borewell Identification by Very Low Frequency Electromagnetic (VLF-EM) Method and Electrical Resistivity Method (VES)
2	Borewell Drilling 6" Dia up to (200 ft)
3	Collection System: Providing, supplying lowering, laying, and connecting in standard lengths ISI mark PVC pipes / Half Round Gutters, specialties and necessary fittings for rain water with rubber ring joints, including rubber ring cost, and so on. Fabrication operations such as clamps and angles are also included in installation testing and commissioning.
	PVC Half Round Gutters 140mm (kg/sq cm)
	PVC Half Round Gutters 180mm
	PVC Half Round Gutters 250mm
	PVC SWR 63 mm 4 kg/cm <sup>2</sup>
	PVC SWR 75 mm 4 kg/cm <sup>2</sup>
	PVC SWR 90 mm 4 kg/cm <sup>2</sup>
	PVC SWR 110 mm 4 kg/cm <sup>2</sup>
	PVC SWR 160 mm 4 kg/cm <sup>2</sup>
	PVC SWR 200 mm 4 kg/cm <sup>2</sup>
	Distribution line 40 SCH 40 mm
	Pumping Machinery for Storage Tank

Signature of Developer

Sr. No.	Description
4	Rainy Filter: Providing, installing, and testing a Dual Intensity Rainwater Harvesting " Filter Rainy Filter" made of HDPE with an SS-304 filter element, which includes the following parts: Filter Cap, Rubber Bush, Upper Housing, Union, Intermediate Bush, Lower Housing, Straps, Wall Bracket, Anchor Bolts and Nuts, Drain Outlet Bellow, Clean Water Outlet Adapter.
	Rainy Filter FL 80
	Rainy Filter FL 150
	Rainy Filter FL 250
	Rainy Filter FL 300
	Rainy Filter FL 500
5	Providing and installing of V Wire Screen with Chamber
6	Providing and Installing Modular Recharge Pit
7	Chamber for Modular Pit
8	Fabrication for Modular Recharge Pit
9	Fabrication for V-wire screen Chamber
10	Chamber for Water Meter
11	Storage Tank of capacity (On Ground Tank)
12	Storage Tank of capacity (Over Head Tank)
13	Modular Underground Storage Tank
14	Tank Platform for PCC
15	Excavation for Modular Recharge Pit: Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, hard murum, soft rock, hard rock including removing the excavated materials up to a distance of 50 meters beyond the building area and lift up to 1.5 meters, stacking and spreading as directed including dewatering unless provided elsewhere, preparing the bed for the foundation and necessary backfilling, ramming, watering complete, excluding

Signature of Developer

Sr. No.	Description
	shoring and strutting.
16	Excavation for Underground pipe line (When Surface is Hard i.e. PCC)
17	PCC for Excavated pipeline
18	PCC Breaking
19	Fabrication for Collection system- L brackets
20	B.B. masonry Chamber for Borewell: Providing and constructing a B.B. masonry chamber (0.60x0.45x0.9) with 15cm thick 1:3:6 proportion PCC bedding, omitting excavation, a B.B. masonry frame and cover in C.M.1:5 proportion precast RCC frame and cover, and a half round S.W. pipe for usage at the bottom level.
21	Providing and laying in situ plain cement concrete M-15 trap of metal trap for foundation and bedding, including physically emptying out water, formwork, compacting, and curing.
22	Complete the trench filling with available excavated material in 15 cm layers with all leads and lift including consolidation, surcharging, and so on.
23	Water Meter
24	Water Sample Testing
25	Drinking Water Purifier
26	Water Level Indicator

## 18. Vaastu

Planning of the building will be as per the architect structure considering the best possible Vaastu parameters.

Signature of Developer

## **19. Fire Fighting**

- a. The fire-safety and fire-fighting provisions must follow precisely to the principles established in national, municipal codes, and MCGM rules, as well as the requirements imposed by the Chief Fire Officer.
- b. Adequate fire extinguishing equipment, including as fire extinguishers, hose reels, and fire hydrants, should be strategically placed throughout the structure to adequately cover all areas.
- c. Each flat and room must be provided with fire sprinklers in accordance with MCGM guidelines.
- d. For early detection of a fire, fire alarms and smoke detectors must be put on each floor and in common areas.
- e. The building's electrical system should contain provisions for a backup power supply to guarantee that firefighting equipment continues to operate during power outages.
- f. To aid citizens during emergencies, emergency exit routes and evacuation plans, as well as clear signage, should be prominently posted.
- g. The design and placement of refuge areas must be carefully designed to ensure that they do not detract from the building's attractiveness.

## **20. Pest Control and Anti-Termite Treatment**

Pest control Treatment in the flooring plinth, superstructure, and every significant step of the work to be completed in accordance with the specifications and the I.S. code of practice.

### **TREATMENT TO COLUMN PITS, WALL TRENCHES AND BASEMENT EXCAVATIONS:**

Signature of Developer

The bottom surface and sidewalls (up to a height of 302 cm from the bottom) of excavations constructed for column pits, trenches, and basements shall be treated with the above-mentioned chemical emulsion at a rate of 5 litres per square meter of surface.

**TREATMENT TO BACKFILL EARTH:**

Following the installation of the basement's column foundations, wall foundations, and retaining walls, the backfill in direct contact with the foundation structure shall be treated with the chemical emulsion @ 7.5 liters of the vertical surface of the sub structure for each side. The soil is normally returned in layers, and the treatment should be done in phases. The chemical emulsion must be aimed at the concrete or masonry surface of the columns and walls so that the earth in contact with these surfaces is thoroughly treated.

**TREATMENT TO RCC FRAMED STRUCTURES / BASEMENT:**

The treatment mentioned in 1 and 2 above is primarily applicable to masonry foundations with voids in the joints through which termites can get access to the superstructure, and so the foundations must be entirely encased by a chemical barrier. Because termites are unable to penetrate R.C.C. framed structures with columns and plinth beams and R.C.C basements with rich and dense concrete mixes (being 1: 1 1/2: 3 or richer), treatment must begin at the bottom of excavations for columns, plinth beams, and basement walls.

**21. Flooring and Tiling Work**

All tiles must be of recognized make and design, as determined by the Society. Sub-base preparation, adhesive, and grouting materials are required. Tiling work must adhere to industry standards for fixing, grouting, and finishing. Thermal motions must be accommodated with appropriate expansion joints. All tiling work must be done precisely to ensure uniformity and attractiveness. During and after tiling operations, the floor area must be carefully cleaned and maintained.

Signature of Developer

**Living, Kitchen, Bedrooms and Society Office:**

- a. The living room, dining area, and hallway flooring shall be high-quality full-vitrified tiles from Nitco, Kajaria, or Johnson with a minimum size of 4'0" X 6'0", a thickness of 10mm, and a Nano finish.
- b. Similar high-quality full-vitrified tiles with a minimum dimension of 4'0" X 6'0" and a glazed finish from the same brands shall be used for the kitchen and bedroom flooring.
- c. Along the walls, skirting of matching vitrified tiles must be installed.
- d. Tiles must be set with a minimum joint width of 3mm and regular levelling. Adequate expansion joints must be installed in accordance with the engineer's recommendations. The joints must be filled with the appropriate grout substance.
- e. Flooring must be installed on a cement mortar bed that has been properly cured.

**Toilet-Bathrooms and Balconies:**

- a. Anti-skid ceramic floor tiles with a minimum dimension of 2'0" X 2'0" shall be used for the toilet-bathroom and balcony flooring.
- b. Full-height designer tiles with a glazed finish for the dado, measuring 2'0" X 4'0" and with a 10mm thickness, from reputed manufacturers such as Kajaria, Somany, or Johnson, with a glazed or satin finish, shall be used for the toilet-bathroom walls.
- c. All edges and corners must be completed properly with matching profiles.
- d. In restrooms, an adequate slope towards the floor trap must be supplied.
- e. Tiles must be correctly installed using appropriate adhesives and grouts.
- f. Suitable waterproofing membrane must be used before tiling in wet areas.

**External Open Areas, Parking, Podium:**

- a. The compound area's external open spaces shall be surfaced with a combination of heavy-duty anti-skid tiles, 80 mm thick white cement base glossy interlocking paver blocks, and stamped concrete pavement. Tiles/ paver blocks must be installed on a well-compacted base with a correct drainage slope.

Signature of Developer

- b. Stamp concrete pavement will be utilized on the ground floor to support the weight of fire tenders and vehicle movement.
- c. The metallic finish 100mm M-30 Grade Trimix flooring with approved brand fibres will be installed on the ground floor stilt area to accommodate vehicle mobility.
- d. Similarly, to facilitate car movement on parking floors and podiums, a metallic finish 100mm M-30 Grade Trimix flooring with approved brand fibres will be utilized.

## **22. Speed Bumps**

High quality rubberized speed bumps of minimum 50mm thickness shall be provided at adequate distances at each level of parking and at the entry points of lift lobbies and staircases. Kiosk shall be provided for security staff along with telephone & alarm bell. It shall have a position to have view of entry & exit and maximum other areas.

## **23. Doors and Windows**

Main Door:

- a. Door Stoppers for all doors
- b. The main door shall be a flush door 7'x3'3" in size, 40mm thick, with certified 1.25mm laminate on both sides, attached with high-quality thermostatic glue. The door specifications must be in accordance with the CFO NOC standards.
- c. The door must be installed in a 100x70mm thick C.P. teak wood doorframe that is secured with Hold fast and Anchor fasteners. Black Japan will be used to paint the back of the frame.
- d. The main door must feature a night latch (Godrej, Dorset, Europa), handle, heavy-duty brass hinges (4 Nos.), locks, bell, chain, peep hole, aldrop, 10" tower bolt, door magnet (Rhythm and Kodia brand), and an approved video door phone. Brass chrome plated fittings should be used for all fixtures.

Internal/ Bedroom Door:

- a. Internal doors must be flush doors 7'x3' in size, 35mm thick, with certified 1mm laminate on both sides, and affixed with high-quality thermostatic glue.

Signature of Developer

- b. It will have a cylindrical Godrej lock, a 10-inch tower bolt, and a door magnet (Rhythm and Kodia brand).

Toilet / Bath Door:

- a. A 30mm thick 2'-6" x 6'-6" fiber pre-molded designer door or a fibre reinforced plastic (FRP) or PVC with a cylindrical Godrej lock having anti-lock feature to safeguard and preventing kids from getting lock inside (CP brass fitting, Rhythm and Kodia brand).

All the screws for all doors / fittings should be of stainless steel to avoid corrosion.

Sliding windows:

- a. Sliding glass windows (Fenesta) having 20-micron color anodized finish and 5mm reflective Modi glass, as well as stainless-steel mosquito netting, will be used in all windows.
- b. Curtain holders with rods at all windows. It shall be S.S. finished pipe as rod and similarly curtain holder also shall be of S.S. The holder & SS finished pipe sample shall be pre-approved by society before purchase/installation by developer
- c. All windows shall be provided with sliding sandwich glass windows and stainless-steel mosquito nets. S.S. netting shall be installed in removable ( lift by hand and remove ) aluminum frame so it can be cleaned / washed easily in the bath room
- d. All screws for all windows/ ventilator frames in all rooms should be stainless steel to avoid corrosion.
- e. Therefore, in living room and bedroom, the sliding window frame should have 4 (four) tracks, three for glass panes/ frames, and one for mosquito netting frame.
- f. All the windows shall be provided with 04 feet height M. S. railing for safety purpose.
- g. Energy star rated windows

Signature of Developer



#### **24. Society office, Club House, Multipurpose Community Hall, Store Room**

- a. A substantial society office, club house, store room as well as multipurpose community hall should be created. It must be equipped with a designated office area with AC, open hall space, and an associated bathroom and wash basin to support meetings, gatherings, and administrative chores.
- b. Ceramic tiles of Approved make and size in cement mortar 1:4 proportions with joints filled with Epoxy grout of Approved Make in the office
- c. Ramps and accessible restrooms are examples of accessible design for individuals with disabilities.
- d. The interior design shall be compatible with the theme of the building, featuring artificial ceilings with energy-efficient LED lighting fixtures to offer even and glare-free illumination. Lights should be appropriately placed to avoid casting shadows of ceiling fans on walls or floors, resulting in a well-lit and visually pleasing workplace. In addition, arrangements must be made for furnishings to enable proper ventilation, climate control, and a comfortable environment.
- e. Adequate power outlets and networking ports for computers, laptop, printer, a projector with a screen, etc.
- f. The multipurpose hall has 100 chairs and a 14-seater table with flexible seating combinations. Sizable community hall shall be provided by developer. Community hall: specify size and facilities therein – kitchen, wc, etc. for accommodating 300/500 persons – also convertible mini theatre
- g. Fire safety equipment, CCTV cameras with voice recording & storage device along with a microphone to record proceeding of the small meetings, and a security intercom system

#### **25. Entrance, Lobby and Staircase**

- a. Individual name plates for each member must be fastened to 8" x 11" postal delivery boxes, and each flat must have a consistent design of name boards and beautiful nameplates.
- b. Developer should provide Letter Boxes for delivery of mails to the occupants. Letter boxes are to be numbered in numerical sequence. Letter box shall be made

Signature of Developer

- of 16 gauges M.S. and finished in powder coating. The aperture shall be positioned at the top of the letter box so that any accumulated mail inside (for whatever reason) will not obstruct the delivery of more items.
- c. A double-height (20'0") entrance lobby with attractive décor, as well as a reception room and entrance porch, must be supplied.
  - d. The lobby flooring will be made of Italian Marble with matte finish, high quality anti-skid surface & maintenance free.
  - e. Along the walls, matching granite tile skirting must be installed.
  - f. The lobby will have designer inlay pieces made from various coloured granite tiles.
  - g. Location of the reception shall be such that it is easily identifiable from the entrance. Shall have space for seating two people with provisions of telephone, intercom cable, CCTV monitor and data cable (as per technical specifications)
  - h. Edge levelling and finishing must be done properly.
  - i. The developer shall install granite treads and risers up to the first floor, with ornamental finishes in Granite, Marbonite, Natural Stone, or Italian Marble for the landing and mid-landing sections.
  - j. Mirror Polished Ready-made Kota Stone single piece (above 1<sup>st</sup> floor level) risers (7") and treads (12"), provided with 3-line grooves and nosing, for mid landing & landing, polished Kota Stone flooring shall be used for the staircase.
  - k. SS304 handrails must be fitted in lifts for the elderly and senior persons, as well as emergency stairwells.
  - l. Each floor landing and staircase will have a door. The door should be with both side lamination. Doors shall be with approved quality / material handles and door stopper on both sides, but without door locks.
  - m. Pigeon nets will be erected in ducts, stairs, and similar areas to prevent bird infiltration.
  - n. Ramp shall be provided at the entrances to the lobby / passage to the lift / parking areas for easy accessibility to one and all.

## **26. Garden & Landscaping**

- o. Provide a tranquil outdoor spot for leisure with a planted land garden with benches.

Signature of Developer

- p. Provide well-designed landscape sections with sit-outs on the podium level to enhance the aesthetics and offer additional seating possibilities.
- q. There will be children's play equipment, a special children's pavilion, and well-paved play spaces. These amenities will feature intelligently designed lawns for both children and the elderly in the community.

## **27. Fitness Centre**

- r. A covered gymnasium shall be supplied, in accordance with the rules and regulations of MHADA/ MCGM & DCPR 2034 regarding maximum area.
- s. The gymnasium must have full body Granite tiles of plain color provided in 1:4 cement mortar with joints filled with Epoxy grout. Also, shall be provided with modern fitness equipment such as Tread Mill, Stepper, Cycles, Cross trainer, Dumbbells with rack, etc. A well as separate toilet and shower facilities for men, women & physically challenged person.
- t. A dedicated area for weights shall be provided with sports vinyl flooring & this area shall be air conditioned with appropriate tonnage of AC units from reputed approved brands.
- u. Indoor activity center with basic sports equipment such as table tennis, carom board, chess boards, and so on is required to ensure a comprehensive fitness experience

## **28. Common Facilities/Site Development**

- a. Before handing over possession to society members, the developer must surrender and reinstall all existing electrical, gas pipe, telephone, cable, and internet connections.
- b. Make space within the new building's construction for concealed and aesthetically beautiful conduits and paths to suit cable requirements for internet, dish TV, and

Signature of Developer

similar services. These restrictions must be planned and implemented in a way that retains the building's visual qualities while minimizing their impact on its outward appearance.

- c. For security, drivers, and employees, a shared sanitary block with well-equipped restrooms and bathing facilities is required Well-equipped Servant Toilet in each and every wing with facilities for bathing. Toilet & Rest room facility for security guards/housekeeping staff in the premises.
- d. Terrace will be outfitted with sufficient lighting, extra power points, and a wash basin. Water resisting door shutter with locking facility shall be provided with granite frame. Capacity of the O/H tanks shall be as per MCGM rules. Construction of the Same shall be as mentioned in the Annexure. As per Technical Specifications with 10 years waterproofing guarantee. Roof Slab shall have proper slope and finished in glazed China Mosaic tiles. Solar powered LED lights of reputed make to spread even illumination of minimum 100 LUX with motion sensor and timer. Ladder to water tank & lift machine room. Lightning arrester as per Technical Specifications.
- e. The developer is responsible for providing appropriate illumination in common areas such as entrance and exit gates, parking lots, entrance lobbies/passages, staircases, and the compound using a solar energy-powered lighting system. Alternatively, they could include a grid solar system with reverse metering, allowing excess energy generated by the solar panels to be fed back into the grid. This ensures that solar energy is used efficiently and that society saves money.
- f. Composting machine and garbage collection space would be provided based on the capacity of the planned flats.
- g. According to site specifications, the building's plinth level must be kept between 2'-0" and 3'-0" above the present road level.
- h. Provision must be made for storm water drains, Sewage Treatment Plant & drive ways.
- i. There must be a flag hoisting place and pole.

Signature of Developer

j. Meditation deck & Senior Citizen area

k. Swimming pool

l. CCTV cameras for common areas in adequate nos. and at required locations (quantity and locations to be approved by PMC / Society during detail engineering as per requirements of the society), and for security cabin & society office CCTV camera to be provided with voice recording & storage device along with microphone & intercom connection. The list & details of hardware provided below is illustrative. Developer to design, build, supply, install and commission suitable central surveillance security system for the entire society, and developer to provide his detailed BOM giving all details and quantities for PMC's prior approval.

Sr. No.	Description	Unit	Make	Model
1	Supply installation testing and commissioning of 32-Channel NVR (4-SATA) 32-channel NVR with 4-SATA interfaces with storage capacity of up to 24TB (up to 6TB for each HDD);HDMI Video output of up to 4K (3840 × 2160) resolution; H.265+/H.265/H.264/H.264+/MPEG4 video formats; Up to 32 IP cameras can be connected; Connectable to the third-party network cameras, 2 SATA; 160 Mbps incoming bandwidth	Nos	Hikvision	DS-7732NI-K4
2	Supply installation testing and commissioning of 32-Channel NVR 2-SATA 32-Channel; 2 SATA; 256 Mbps incoming bandwidth;	Nos	Hikvision	DS-7632NI-K2
3	Supply installation testing and commissioning of 6TB Surveillance Hard disk	Nos	Seagate	ST6000VX001
4	Supply installation testing and commissioning of 16-port Unmanaged PoE Switch L2, Unmanaged, 16 Gigabit POE ports, 2 Gigabit SFP uplink port, 802.3af/at, PoE power budget 125w	Nos	Hikvision	DS-3E0518P-E/M
5	Supply installation testing and commissioning of 43" FHD Display Monitor 43" 1080P, HDMI/VGA input, view angle:178°178° 360cd, plastic casing, VESA, base bracket included, 7*24h	Nos	Hikvision	DS-D5043QE

Signature of Developer

6	Supply installation testing and commissioning of 4 MP IP IR Fixed Dome Camera IR Range – 30mtrs 1/2.8" Progressive CMOS, ICR, 1920x1080:25fps(P)/30fps(N), H.265+/H265/H.264+&H.264, 3D DNR, BLC, IR range: up to 30m, DC12V & PoE, Support mobile monitoring via Hik-Connect, Power supply no included	Nos	Hikvision	DS-2CD1323G0E-I
7	Supply installation testing and commissioning of 4 MP IP IR Fixed Bullet Camera IR Range – 40mtrs 1/3" Progressive CMOS, ICR, Color: 0.01 Lux @ (F1.2; AGC ON), 0lux with IR, 2688x1520:25fps(P)/30fps(N), H.265+/H.265/H.264/MJPEG, DC12V & PoE, WDR, 3D DNR, BLC, HLC, 5 VCA, IR range: up to 40m, HIK-Connect cloud service	Nos	Hikvision	DS-2CD3043G0-I
8	Supply installation testing and commissioning of CAT-6 Cable	Nos	D Link	
9	Supply installation testing and commissioning of 25mm pvc conduit	Nos	Precision	
10	Supply installation testing and commissioning of waterproof camera mounting junction box	Nos	Standard Make	
11	Supply installation testing and commissioning of Server Rack 6U Wall Mounted Rack with PDU 6 Socket Power Strip, Server Tray (2 Nos) & 1 Fan-Combo Pack	Nos	Valrack	

1. Adequate water storage tank for continuous water supply, separate water storage tank for Borewell water to be connected to flush tank and for firefighting.
2. Entire compound to be paved with 9" thick rubble soling and 4" thick P.C.C. and 80 mm thick white cement base glossy interlocking paver blocks/ pevit tiles to be provided.
3. Security cabin at the entrance gate with attractive society name board with light.
4. Well-lit and paved approach road. Street lighting to have solar panels.
5. The made-up proposed ground level to be raised above 2'-0" of the adjacent road level

Signature of Developer

6. The existing compound wall should be demolished and new compound wall should be constructed by developer with adequate lighting facility, provided by good quality LED light
7. Composting machine & Garbage area to provide as per capacity of the proposed flats.
8. The developer shall not construct terrace flat. The entire terrace area shall be of society property after redevelopment.
9. As per MHADA/ MCGM rules fire sprinkles shall be provided to each flat and room.
10. Covered Gymnasium as per MHADA/ MCGM & DCPR 2034 rule.
11. Terrace entry should be open to all members and there should be decent lounge, pantry with garden made for party and events
12. Children play area
13. Solar panel for building electricity
14. Sound Proof (Double glass) windows in all rooms to prevent heat & noise ingress.

## **29. Interiors**

- a. Concealed fire-retardant electrical wiring and electrical switches along with ELCB, RCCB & MCB for safety
- b. Adequate electrical points in living and bedroom
- c. A/C points in living room and all bed rooms
- d. Intercom connectivity facilities required for each flat.
- e. Duct for electrical & telephone and internet cabling will be there

## **30. Other Terms and Conditions**

- a. Garbage space will be indicated

Signature of Developer

- b. Strict guidelines will be maintained for HVAC drain connection and outdoor units.
- c. Partition to be provided in Flush water tank and drinking water tank
- d. Good sturdy decorative gates security room.
- e. The proposed ground level will be raised as per MHADA/ MCGM rules and as per the requirement from existing road level.
- f. For all equipment like diesel generator & control system, battery backup/inverter system, Elevators and its controls, Pumps and its control system, Fire Fighting System, borewell water system, filtration, CCTV system, Solar panels & system, Lighting for all common areas etc. shall be covered by Annual Maintenance Contract & to be maintained by authorized service providers for 2 years under AMC from the date of receipt of OC, and all charges for AMC to be paid by developer. The AMC should be comprehensive AMC means all material, labor, technician, supervisor etc. required during AMC to be provided by AMC service provider free of cost.
- g. Developer to provide & handover original warranty documents of all the branded equipment & items with list to the society or member as applicable while giving possession.

### **31. Sample flat**

Following the casting of the third slab, the developer is required to create advanced sample mock-up flat layout. The materials used in these mock-up flats must be specified in the Tender/Redevelopment agreement and approved by the Project Management Consultant and the society.

During the approval of the sample flat, the following aspects will be evaluated and finalized:

- a. Interior design features such as flooring, wall finishes, ceiling designs, and paint colours are included in the efficient layout of rooms and common areas for best space usage.
- b. Quality, appropriateness, and location of doors, windows, handles, and knobs.

Signature of Developer



- c. Electrical outlets, switches, lighting fixtures, faucets, and sanitary ware must be properly positioned and of high quality.
- d. Use of permitted floor, wall, countertop, and cabinetry materials.
- e. All living spaces should have adequate ventilation and natural light.
- f. The sample flat's aesthetics must be consistent with the desired architectural style and design.
- g. Fire exits, handrails, and emergency lighting are all present and useful safety features.
- h. Appropriate placement of utility points, such as power outlets, switches, and water connections.
- i. Compliance with accessibility criteria to guarantee that all individuals are included.
- j. Adequate insulation to keep temperatures comfortable and to reduce noise.
- k. Compliance with local building codes and regulations is required for a legally sound and safe construction.
- l. Overall component functionality, ensuring a comfortable and functional living space.
- m. Evaluation of craftsmanship and finishing quality in relation to established standards.
- n. Exact models of permitted brands for various fixtures and fittings must be verified.
- o. Actual output of specified materials and features is observed.
- p. Identifying any necessary repairs or adjustments based on the performance of the mock-up flat.
- q. Assuring that the mock-up flat appropriately reflects the intended specifications.

Signature of Developer

## **SECTION 8: SPECIFICATION FOR THE STANDARD AMENITIES IN EACH FLAT**

The guidelines provided in this part are intended to ensure the new building's quality, functionality, and comfort. Throughout the construction phase, the developer must strictly follow these requirements.

### **Flat Design Requirements:**

- a. Each apartment must have a minimum height of 10'0" from the top of the finished floor to the finished ceiling (bottom of the upper slab).
- b. Prioritize cross ventilation and sufficient sunshine for all units. Every room must have a window.
- c. Building design must adhere to the best possible Vaastu parameters.
- d. Elevate the overall quality of living spaces in the redevelopment project by satisfying members' desires for larger room sizes and improved specifications compared to their existing flats.

### **Living Room**

1. All the Internal walls shall have cement plaster of 12 mm thick with India gypsum punning of 6 mm thick, with a smooth finish.
2. All the internal ceilings shall have India gypsum punning of 6mm thick with a smooth finish.
3. The flooring to be in 4'0" X 6'0" Vitrified Tiles
4. The window sill should be at 0'6" from the floor level. Only 6' with French Windows. (Window sill means the top of the bottom pardi from flooring)
5. Wall and ceiling of the room to be of P.O.P finish with decorative P.O.P moulding.

Signature of Developer

6. The heavy-duty teak wood with both sides laminated with 1mm th sunmica main door at the entrance with veneer finish also to be provided.
7. Provision for Telephone, Intercom, Cable connection and internet connection.
8. Living room should be big enough. (It will be as per space available & design approved by the society). To achieve even and glare-free illumination, energy-efficient LED lighting fixtures must be integrated into the artificial ceiling. Lights should be appropriately placed to avoid casting shadows of ceiling fans on walls or floors, resulting in a well-lit and visually pleasing workplace. The LED lights shall be member's discretion to use panel type or tube type.
9. Provision of the installation of a split air-conditioning unit, supply a power/plug point appropriate for a split air conditioner with an AC water outlet.
10. Provision for an outdoor AC unit
11. Window sill, jambs and top shall be provided with granite.
12. False ceiling to entire ceiling area
13. Main Door: PLANTEX heavy duty door lock
14. 3 coats of premium Asian Paints to Internal walls.
15. Intercom system & video door phone

### **Kitchen**

1. Piped Gas Connection & gas leak detector
2. All the Internal walls shall have cement plaster of 12 mm thick with India gypsum punning of 6 mm thick, with a smooth finish.
3. All the internal ceilings shall have India gypsum punning of 6mm thick with a smooth finish

Signature of Developer

4. The flooring to be in vitrified tiles
5. The window sill should be at 3'-6" from the floor level and width 4'-6".
6. Install a false ceiling, completed with P.O.P and includes decorative moulding, for the Kitchen and Passage ceilings. To achieve even and glare-free illumination, energy-efficient LED lighting fixtures must be integrated into the artificial ceiling. Lights should be appropriately placed to avoid casting shadows of ceiling fans on walls or floors, resulting in a well-lit and visually pleasing workplace. The LED Lights shall be 6" x 6" panel lights suitable for false ceiling.
7. To support the weight of wall-mounted shelves and cabinets, all kitchen walls (internal and external) should be built with baked clay bricks.
8. All members will be given with piped gas hookups in the kitchen for the gas range.
9. Provisions must be provided for the installation of a chimney and stove, microwave/OTG, refrigerator, water purifier, dish washer.
10. A Grey Granite kitchen platform with a width of 2'6" and a preparation platform with a width of 1'6", both sides polished Kadappa sandwich type framework, and a stainless-steel sink (low divider double basin sink) shall be given. The walls will be covered with full-height glazed tiles.
11. For the kitchen dado, decorative tiles 2'0" X 4'0" with a highlighter should be used, extending up to the ceiling height on all walls.
12. The wall area beneath the kitchen platform will be covered with white/coloured ceramic tiles.
13. The width of the window sill should be 4'-6" and it should be 3'-6" from the floor level.
14. At the kitchen window, provision of a 12" diameter for exhaust fan will be kept. The exhaust fan shall have self-operating type louvers to close when fan is switched off.

Signature of Developer

15. Granite kitchen platform with both side polished Kadappa sandwich type framework a steel sink and service platform with full height glazed tiles on wall.
16. The wall area below the kitchen platform to have white / coloured ceramic tiles.
17. Wall tiles in kitchen – floor to roof.
18. Within the kitchen loft, provision for an electrical inverter system with sufficient cabling should be provided to support an inverter system for one light and one fan in each room, toilet, and passage within each unit.
19. As per the new CFO rules, fire resistant door to be provided for kitchen brands.

### **Bed room**

1. Install a false ceiling completed with P.O.P, including ornate moulding, for the bedroom ceiling. To achieve even and glare-free illumination, energy-efficient LED lighting fixtures must be integrated into the artificial ceiling. Lights must be appropriately placed to avoid casting shadows of ceiling fans on walls or floors, resulting in a well-lit and visually pleasing environment. The LED lights shall be member's discretion to use panel type or tube type
2. Make provisions for a phone, an intercom, a cable TV connection, and an internet connection.
3. Provision of the installation of a split air-conditioning unit, supply a power/plug point appropriate for a split air conditioner with an AC water outlet in each bedroom.
4. For French Windows, the window sill should be 1'6" from the floor, with a height of only 6".
5. Ensure that the window sills, jambs, and top are all made of granite.
6. Provision for an outdoor AC unit.

Signature of Developer

7. All the Internal walls of flats shall have cement plaster of 12 mm thick with India gypsum punning of 6 mm thick, with a smooth finish.
8. All the internal ceilings of flats shall have India gypsum punning of 6mm thick with a smooth finish
9. The flooring to be in Vitrified Tiles.
10. The window sill should be at 0'6" from the floor level.
11. Wall and ceiling of the room to be of P.O.P. finish with decorative corner moulding.
12. The flooring to be in Glazed / Ceramic Anti-skid Tiles. (as per approval from members)
13. Premium Asian paint 3 coats to internal walls.

### **Toilets for Flats**

1. The toilet and bathroom ceilings must be painted with lustre paint, and a false ceiling constructed of PVC sheet must be installed with LED lights of size 6" X 6". (As approved by members)
2. Full-height designer tiles with a glazed finish for the dado, measuring 2'0" X 4'0" and with a 10mm thickness, from reputed manufacturers such as Kajaria, Somany, or Johnson, with a glazed or satin finish, shall be used for the toilet-bathroom walls.
3. The toilet-bathroom shall be divided into distinct wet and dry parts, with a glass wall with door separating the shower area. Modern equipment such as rain showers and hand showers must be installed in the bathtub or shower area.
4. Each toilet must have a primary stopcock that allows the water supply to that specific apartment to be turned off while repairs or maintenance are being performed without disrupting the water supply to other units.

Signature of Developer

5. Commodes in the Western design with a soft-close lid must be provided. They must be placed at an adequate distance from the floor and the wall to allow for thorough cleaning, with outlets on the wall.
6. There must be an over-the-counter washbasin with a trendy faucet.
7. For single lever mixer pipe and taps that provide a hot and cold combination for taps, showers, and washbasins, CPVC concealed piping shall be utilized.
8. The walls in the toilet/bathroom should be thick enough (9") to support concealed plumbing, which includes CPVC pipes and fittings, as well as any insulation or waterproofing materials. Furthermore, the wall should be strong enough to hold fixtures such as bathroom tiles or other wall finishes.
9. Toilet windows must be louvered and adjustable, with an anodized aluminium frame and 5mm thick textured glass. Provision of small exhaust fan of 6" size. Bathroom / Toilet windows shall also be provided with S.S. mosquito net installed in removable type aluminum frame for easy cleaning.
10. All toilet door and ventilator frames must be made of 18mm thick Jet Black Granite with a double patti design and 2.5" to 3" door frame moulding. To prevent leaks, these frames must be tightly fastened and their joints sealed with modified mortar or sealant.
11. Provision of One dry balcony for washing machine and dryer considering the size of the flat
12. All bathroom plumbing accessories of Toto/ Kohler/ Roca/ Jaguar make.

Signature of Developer

**SECTION 09: LIST OF APPROVED MATERIAL / BRAND**

Unless otherwise specified, the developer may utilize any permitted manufacture or brand. The Developer should clearly realize that it is not their right to insist on utilizing a specific make brand from the list below. The final choice must be approved by the Society / engineer of the Project management consultant. The following list is merely illustrative and is not limited to the brands indicated. Other equivalent brands may be approved at the discretion of society when equality is verified. If the developer suggests other brand names, the Society may allow them if the Bidder convinces both the Society and the PMC of the material's / manufacturer's / supplier's credentials.

**The manufacturer or brand of the components specified below should not be altered by the developer or/and PMC. In the event of unavoidable circumstances, the society's formal written approval is required**

Sr. No.	PRODUCT CATEGORIES	APPROVED BRANDS
➤	<b>BUILDING MATERIAL</b>	
1.	AAC blocks	Aerocon, Siporex, Magicrete, Universal, Con wood
2.	AAC block bonding mortar	Ultratech Fixoblock/ Birla Aerocon/ Chemax Chemical/ Asian Paints/ India Tech
3.	Fibre Mesh for Block Masonry & RCC joints	Varsa Wirenetting (India)/ Jogani Impex LLP/ Chetan enterprises
4.	Ordinary Portland Cement	JK (SarvaShaktiman), Aditya Birla Ultratech, Jaypee OPC, Birla (Plus/Suyper/Kamal), ACC
5.	White Cement	Birla Ultratech White, JK White, Coromandal white, JK Camel

Signature of Developer



6.	Ready Mix Concrete	ACC, Birla, Godrej, Ultratech
7.	Aluminium Frames, Extrusions, Profiles, Sections	Jindal, Indal, Hindalco
8.	Metal Frames	Allow Asia, Rondo metal frame systems, Jeb Asia
9.	Structural Steel	Tata, Ispat, Essar, Jindal
10.	Reinforcement Steel	Tata Tesco, Sail, JSW
11.	Concrete admixtures	Pidilite – Dr. Fixit (Pidicrete CF 101 / Pidicrete AM / powder Waterproof), Sika India Pvt Ltd, Fosroc (Structuro / Conplast/ Cebex)
12.	Curing compounds	Fosroc Concure, Pidilite – Dr. Fixit Curing Compound / Sika India Pvt Ltd
➤	TILE ADHESIVES, ADDITIVES and PRIMERS	
1.	Adhesive for Tile to Cement / Concrete surface	roff, pidilite, Dr. fixit, BASF, SIKA, ULTRATECH
2.	Adhesive for adhesion of Vitrified Tiles to any surface	roff, pidilite, Dr. fixit, BASF, SIKA, ULTRATECH
3.	Adhesive for tile adhesion on Ceramic	roff, pidilite, Dr. fixit, BASF, SIKA, ULTRATECH, Sika India Pvt Ltd
4.	Adhesive for tile adhesion on Wood / Plywood/ Steel (super flexible latex)	BAL ENDURA FLEX, Laticrete L333 + Laticrete L 290
➤	TILES	
1.	Ceramic Tiles	Kajaria, Somany, RAK ceramics, Asian, Nitco

Signature of Developer

2.	Vitrified Tiles	Nitco, Kajaria, Johnson, Somany, Asian
3.	Paver blocks	Super tiles, Dazzle, BasantBetons
4.	Paver tiles	Super tiles
➤	FINISHES	
	PRIMERS and PUTTIES	
	Plaster of Paris	
1.	Cement Based Wall Putty	J.K. Laxmi, Asian Paint Acrylic wall putty, JK Putty, Saint Gobain, Birla Putty
2.	Metal Primer	Asian metal primer, Nerolac Palm tree red oxide Primer, NerolacIolite anticorrosive red oxide primer, Neorlac zinc chromate primer
3.	Wood Primer	Asian woodorite primer, NerolacDuroIite wood primer (White / Pink)
4.	Cement primers	Asian Decoprime synthetic cement, primer ST, Asian decoprime synthetic cement primer WT, Nerolac Primolite Primer
5.	Acrylic Paints	Nerolac Excel 100% Acrylic, Asian Apex Weatherproof
6.	Plastic Paint	Nerolac Suraksha Advanced, Asian Apex Ultima (Advance Anti - algae weatherproof emulsion)
7.	Texture Paint	Asian Apex textured exterior emulsion, Nerolac, Snowcem, Asian

Signature of Developer

8.	Distemper	Nerolac oil bound distemper, Nerolac acrylic distemper, Nerolac premium acrylic distemper, Asian Tractor synthetic washable distemper, Asian Tractor Acrylic Distemper, Nerolac Acrylic washable distemper, Berger bison distemper
9.	Enamel paint	Nerolac synthetic enamel, Nerolac Glody synthetic enamel, Nerolac Excel High performance enamel, Asian Apcolite premium gloss enamel, ICI Dulux synthetic enamel, Berger Luxoi synthetic enamel
10.	Lustre paint	Nerolac Pearl Lustre
➤	<b>EXTERIOR PAINTS</b>	
1.	Acrylic Paints	Nerolac Excel 100% Acrylic, Asian Apex Weatherproof
2.	Plastic Paint	Nerolac Suraksha Advanced, Asian Apex Ultima (Advanced Anti-algae weatherproof emulsion)
3.	Texture Paint	Nerotex Matt, Asian Apex textured exterior emulsion
4.	Cement Paint	Nerolac, Snowcem, Asian
5.	Aluminium Paint	Asian 3 Mangoes
6.	Steel Furniture Enamel	Asian 3 Mangoes

Signature of Developer

7.	High Performance Coatings	Kansai Nerolac Chemguard, Kansai Nerolac Ameron, Kansai Nerolac Ameron, Artilin, Tru-worth Zinsser Mold & Mildew High Performance coatings, Kansai Nerolac Dimetcote
8.	Retro Reflective Road markings	Apurva Buildcare Polydeck
➤	POWDER COATINGS	
1.	For pipes, water, gas valves, steel furniture	Nerolac PolyCoat Epoxy Powder series 6000
2.	For aluminium extrusions	Nerolac Pure Polyester Powder series 6100
3.	For UV protection	Nerolac Poly - Eurathane powder series 6300
➤	PLUMBING and SANITATION	
1.	G.I. Pipes and Fittings	Tata, Zenith, Jindal
2.	C.I. Pipes	Neco, BIC
3.	PVC pipes and Fittings	Prince, Finolex, Astral
4.	Ball valves	Zolotto / HAWA / GICOMINI / ADUCO
5.	Gate valves	WELWORTH / LEADER / ZOLOTO
6.	Sinks	Nirali
7.	Sanitary ware	Jaquar, Parryware, Kohler
8.	Sanitary fittings	Jaquar, Parryware, Kohler
➤	ANCHORS AND FASTERNERS	
a)	Mechanical anchors and fasteners	

Signature of Developer

1.	Heavy duty mechanical anchors for concrete application	Hilti HST / Hilti HST / Hilti HSL 3, Power Fasteners
2.	Medium duty Mechanical Anchors for AC ductings, Pipe rack fixings, etc	Hilti HRD, Power Fasteners
3.	Stainless-Steel Screws	GKW, Philips, Nettlefold Oxidised
b)	Chemical anchors and fasteners	
1.	Heavy duty chemical anchors for concrete application	Hilti HVU + HAS-E-Rod, RE 500 + HAS-E-Rod, Power Fasteners
2.	Medium Duty Chemical Anchors for concrete application	Hilti HY 150 + HAS-E-Rod, Power Fasteners
3.	Medium Duty Chemical Anchors for hollow brick application	Hilti HY 20 + HAS-E-Rod, Power Fasteners
4.	Medium Duty Chemical Anchors for solid brick application	Hilti HY 50 + HAS-E-Rod, Power Fasteners
5.	Cast-in-Channels	Halfen, Jordahl
6.	Framing Channels	Halfen, Jordahl
7.	Pre-cast panel Anchors	Halfen, Jordahl
➤	Boards	
1.	Marine Ply wood	Century Marine, Anchor 72 Marine / Anchor 2000 Marine, Greenply, Marino
2.	Fire Retardant ply wood	Century Fire Sale, Anchor Fire Retardant, Greenply, Marino
3.	Flexible Plywood	Century Flexible, Anchor Flex, Greenply, Marino
4.	Veneers	Anchor Decorative ply, Century Decorative natural ply, Natural Venner,

Signature of Developer

		Wen wood veneer, VOW deluxe veneer, Truwood, Orchid, Archid, Timex, Green.
5.	Shuttering plywood	Century Shuttering plywood, Green Valley plywood, Uniply shuttering, Archid, Green Shuttering, Mayur Shuttering Ply, Anchor densified shuttering ply
6.	Commercial Block Board	Century MR grade block-board, Anchor M.R. grade block-board, Mayur Gold Commercial, Uni-board MR, Anchor M.R. grade block-board
7.	Marine block board	Century Block-board (phenol Formaldehyde bonded), Anchor Marine treated block-board (phenol Formaldehyde bonded)
8. a	Flush doors	Anchor Flush doors, Century BWP flush door, GreenLAM flush door, Merino
b	Teak wood doors	2" thk teak wood door.(Local Brand)
9.	FRP / PVC pre molded doors	Crb Enterprises, Riddhi Siddhi Aluminium, Xt Fire Protection LLP.
10.	Commercial Ply	Anchor commercial 2000, Uniply HMR, Mayur Ultra Commercial, Century Commercial M.R. grade, Archid, Truwud, Green M.R. grade
11.	Laminates	Royal touch, Bloom, Vlr, Signature, Sundek, Bravla, Timex Mica, Green Lam, Archid, Rotolam, Formica, Asis, Sunmica, Samrat, Heritage,

Signature of Developer

		Timex Mica, Silicon, Merinolam, Century, Greenply, Marino
12.	Medium Density Fibre boards	Duratuff, Green Panel Max., VALCHROMAT, Asis, UNIWUD, Durian Gold, Bajaj
➤	ELEVATORS	
1.	Passenger elevators	KONE / SCHINDLER / OTIS
2.	Tower Parking System	Klaus India/ Wohr Parking Systems/ Wipro Pari
➤	WOOD FINISHES	
1.	French Polish	Pidilite WUD FIN wood polish (Gloss), Tru-Worth Zinsser (Gloss), Asian Touchwood, Asian Apcolite Natural wood, Nerolac Wonderwood, Asian Apcolite silk wood
2.	Varnish	Asian Apcolite Synthetic varnish, Asian 3 Mangoes Fine Pale Copal Finish
3.	Anti-termite paint for wood	Wood care, Wood Guard
4.	Melamine polish	Pidilite WUD FIN melamine (Glossy & Matt), Asian Melamine Gold, Nerolac Metamine
5.	Acrylic Lacquer	Pidilite SHOW CASE Acrylic (Glossy & Matt)
➤	DOOR HARDWARE	
1.	DOOR HINGES	
2.	Glass to wall / glass shower Hinges	KL Megla, Nu

Signature of Developer

3.	Ball Bearing Butt hinges, Plain bearing butt hinges	Union, Palladium, Neki, Magnum, Ingersoll Rand, Hettich
4.	Pivot Hinges – Pivot Sets	Dorma, Union, Hafele
5.	DOOR HARDWARE	Dorma, Doorset, Godrej
➤	PANELS	
1.	Glass	Saint Gobain, Asahi, Modifloat
2.	Mirror	Saint Gobain, Asahi, Modifloat
➤	FIRE - FIGHTING WORKS	
1.	G.I. Pipe	Tata / Zenith
2.	Butterfly Valves	Advance, AUDCO
3.	Pressure Gauges	FIEBIG / H. GURU
4.	Paints	ICI / ASIAN / BERGER / SHALIMAR
5.	Hydrant Valves Branch pipes and other Accessories	Newage / Minimax
6.	First Aid House Reel Drum	Newage / Minimax
7.	Pumps	Kirloskar / Grundfos
8.	Motors	Kirloskar/ Siemens/ ABB/ Crompton
9.	Diesel Engine	KOEL / Cummins/ Caterpillar
10.	Foot Valve with GM Strainer	Monsher / M & P
11.	Air Release Valve	Monsher / M & P
12.	Batteries	Exide / Standard
13.	Canves hoses	Newage / Force marshall/ Minimax

Signature of Developer



14.	FRLS Cables	Finolex/ Polycab/ RR Kabel
15.	Starters	Siemens / L & T
16.	Motor Control Panels	Monsher / Mather & Platt (TAC Approv.)
17.	Control cables	Finolex/ Polycab/ RR Kabel
18.	Fire alarm control Zonal Panel / Hooter Call Point / Response indicator	Siemens, Honeywell, Johnson controls
19.	Fire Alarm Panel (S)	Siemens, Honeywell, Johnson controls
20.	Smoke Detectors	Siemens, Honeywell, Johnson controls
21.	Smoke Detectors (Photo / Photo Thermal)	Siemens, Honeywell, Johnson controls
22.	Smoke Detectors (Photo/Photo Thermal) with sounder base	Siemens, Honeywell, Johnson controls
23.	Sprinkler heads	VIKING / TYCO
24.	Network Repeater with Fire Fighters Telephone System	Siemens, Honeywell, Johnson controls
25.	Interface modules: Monitor / Relay / Control / Zone Monitor etc.	Siemens, Honeywell, Johnson controls
26.	Sounders / Sounder cum Flashers / Strobes / Speakers / Speaker cum Flashers / Annunciation devices	Siemens, Honeywell, Johnson controls
27.	Manual Pull Stations	Siemens, Honeywell, Johnson controls
28.	Fault Isolator Modules	Siemens, Honeywell, Johnson controls
29.	Addressable Power Supplies	Siemens, Honeywell, Johnson controls

Signature of Developer

➤	ELECTRICAL WORK	
1.	Wires	Finolex/ Polycab/ RR Kabel
2.	TPN SFU / FSU with HRC Fuses	L & T, Siemens, G.E. Legrand
3.	HRC Fuses	L & T, Siemens, G.E.
4.	Energy Meter	L & T, AE, Nippon
5.	MCB & MCB DB	Siemens, L & T, Legrand
6.	MCCB	L & T, GE, Schinder, Legrand
7.	MCB + ELCB	MDS, Siemens, L & T, Legrand
8.	ELCB	Siemens, L & T, Legrand
9.	Busbar Chamber	CPL, KEW
10.	Metal clad DP and TPN Switches	Clip
11.	Iron clads cut out	Bosma or any MSEB approved
12.	11 KV Ring Main unit without switches and switch fuse units	Andrew Yule and Co. LG, Southem switches
13.	11 KV XLPE CABLE	Asian, CCL, Glosteror, Polycab, RPG
14.	Transformer 11 KV/ 43V. Indoor	Pactil, Emco, Bharat Bijlee, Voltamp
15.	ACB Feeder Pilars Distribution pillars Minnipillar and L T Fuse boxes / switch boxes.	Locally fabricated as per MSEB Approved make. Prior approval of MSEB Required Before fabrication.
16.	Air circuit breaker	L & T, Siemens, Schneider
17.	Cable (1.1. KV grade)	Al./ Cu. Conductor XLPE Insulated, approved PVC Sheathed. Asian, Finolex/ Polycab/ RR Kabel

Signature of Developer

18.	Cable glands	Brass heavy duty, glands, weather proof with rubber washers and gaskets. Braco, dowels, comet
19.	Cable Lugs	Braco, dowels, comet
20.	11 KV, cable end termination Kit & cable jointing Kit	Raychem, xicon
21.	Terminal Blocks	Elmex, Connectwell
22.	Reliable fuse base and tops	KEW, CPL
23.	Lighting fixtures for HPMV/ HPSV Lamps and fluorescent tubes.	Bajaj, Wipro, Philips (proposed LED)
24.	HPMV and HPSV	Bajaj, Wipro, Philips (proposed LED)
25.	Steel Tubular poles	Bombay poles, Nityananda poles, Noel poles
26.	G L pipe poles	Gujrat, Zennith
27.	Pole terminal box, pole prackets cable junction boxes	Locally fabricate, as per approved.
28.	Motor starter	L & T, Siemens
29.	Water pumps	Crompton, Kirloskar
30.	Capacitor	L & T
31.	Switches, sockets & switch boards (modular)	Anchor, clips & Cabtree, CP4
32.	DP switches and other lighting Accessories	CPL Wizard Series
33.	Screws	Nettlefold
34.	Earth wire	Bare copper / PVC insulated wire of Finolex/ Polycab/ RR Kabel

Signature of Developer

35.	PVC conduits pipe and accessories	Precision, Premium, Modi
36.	PVC casing / capping with accessories	Modi, Classic, Precision
37.	MS conduit pipe and accessories	Supreme, BEC, Vimco
38.	Rotary Switches	L & T, Siemens
➤	PEST CONTROL	
1.	Anti-Termite	Pest Control India, Pecopp Pest Control, Godrej Hi care Pest Maintenance (Guarantee as per services)
➤	Public Address Systems	
1.	Mixer / Pre-Amplifier/ Booster Amplifier / Volume control / Background music source / Speakers	Bosch / Aties
2.	Gooseneck microphone / Call Station	Bosch / Aties
➤	WET SPRINKLER SYSTEMS	
1.	Pipes	TATA / JINDAL / ZENITH
2.	SS Flexible Drops	SENG-JIN / YOUNG-JIN / SAFEX
3.	Pedal type Flow Switch	HONEYWELL / POTTER / SYSTEM SENSOR
4.	Non-Return Valves	LEADER / ZOLOTO
5.	Test valve Drain kit	TYCO / VIKING / Eqv UL Listed
6.	Air Vent Valve	GECOMINI / TYCO / VIKING
7.	Anchor Fastener & Rod (Hi Tech Support	HILTI / CHILLY
8.	Welding Rod	ADOR
	SOLAR	
1.	Solar System & Panels	TATA/WAREE/HONEYWELL

Signature of Developer

**The developer should promise to deliver all the flat accessories at the time of delivering flats but it has to be taken on record that during the time of construction, new technologies & tools of smart homes may get developed. The developer should use the "in practice" & "in trend" tools to deliver to us.**

Signature of Developer

**SECTION 10: APPLICABLE CODES AND SPECIFICATION**

This contract incorporates the specifications, standards, and codes listed below. All standards, specifications, and codes of practice referred to in this document must be the latest editions/revisions, including all applicable official changes, revisions, and all relevant parts. In the event of a conflict between the enclosed specifications and those referred to above, the former shall prevail:

<b>IS: CODES</b>	<b>DESCRIPTION</b>
<b>Excavation and Earthwork:</b>	
IS - 783	Code of Practice for laying of concrete pipes
IS-2720	Determination of Water Content/ Dry Density
IS- 3385	Code of practice for measurement of civil Project management consultants 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 for embankment and sub - grade
<b>Concrete and Allied Works:</b>	
IS - 383	Coarse and fine aggregates from natural sources for concrete
IS - 432	Mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement.
IS - 456	Code of practice for plain and reinforce concrete.
IS - 516	Methods of test for strength of concrete
IS - 1199	Method of sampling and analysis of concrete
IS - 1489	Portland - Pozzolana cement
IS - 1521	Method for tensile testing of steel wire
IS - 1608	Method of tensile testing of steel products.
IS - 1786	High strength deformed steel bars and wires for concrete reinforcement.
IS - 1791	Batch Type Concrete Mixers.

Signature of Developer

IS – 2386	Methods of test for aggregates for concrete.
IS – 2430	Methods of sampling of aggregates for concrete.
IS – 2502	Code of practice for bending and fixing of bars for concrete reinforcement
<b>IS: CODES</b>	<b>DESCRIPTION</b>
IS – 2506	Screed Board Concrete Vibrators.
IS – 2571	Code of practice for laying in-situ cements concrete flooring.
IS – 2645	Integral cement waterproofing compounds.
IS - 2722	Portable Swing weigh batchers for concrete (single and double bucket type)
IS – 3025	Methods of Sampling and Test (Physical and Chemical) for water used in industry.
IS – 3370	Code of practice for plain reinforced concrete
IS – 3558	Use of immersion vibratos for consolidating concrete
IS - 3696	Safety code for scaffolds and ladders
IS – 4326	Earthquake resistant design and construction of building.
IS – 4634	Method of Testing Performance of Batch – type Concrete mixers.
IS – 4925	Concrete batching and mixing plant
IS – 4990	Plywood for concrete shuttering work.
IS – 8042	White Portland cement
IS - 8112/12269	Ordinary Portland cement (M43 & M53 grade)
IS – 8989	Safety code for erection of concrete framed structures.
IS – 10262	Recommended guidelines for concrete mix design
<b>Masonry Work:</b>	
IS – 1077	Common burnt clay building bricks.
IS – 1597	Code of practice for construction of stone masonry.
IS – 1905	Code of practice for structural safety of buildings, masonry walls.
IS – 2116	Sand for Masonry Mortars.

Signature of Developer

IS – 2212	Code of practice for brick work
IS – 2250	Code of practice for preparation and use of masonry mortars.
IS – 2394	Code of practice for application of lime plaster finish
IS – 2572	Code of practice for construction of hollow concrete block masonry
IS – 2645	Integral cement water proofing compounds
<b>IS: CODES</b>	<b>DESCRIPTION</b>
IS – 3495	Methods of tests for burnt clay building bricks
IS – 5454	Methods of sampling of clay building bricks.
<b>Plastering and Pointing:</b>	
IS – 1542	Sand for plaster.
IS – 1661	Code for practice for application for cement and cement lime plaster finishes.
<b>Paving, Floor finishing and Dado:</b>	
IS – 777	Glazed earthenware tiles.
IS – 1237	Cement concrete flooring tiles.
IS – 1443	Code of practice for laying and finishing of cement concrete flooring tiles.
IS – 2114	Laying in situ terrazzo floor finish
IS – 2571	Laying in situ concrete flooring
IS – 6509	Code of practice for installation of joints in concrete pavements.
<b>Doors, Windows and Ventilators:</b>	
IS- 1003	Timber paneled and glazed shutters.
IS – 1948	Aluminum doors, windows and ventilators.
IS – 1949	Aluminum windows for industrial buildings
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 – 3548	Glazing in building
IS - 4020	Methods of tests for wooden flush doors: Type tests.

Signature of Developer



IS - 4021	Timber door, window and ventilator frames.
IS - 5807	Method of test for clear finishes for wooden furniture.
<b>Painting:</b>	
IS - 2395	Code of practice for painting, concrete, masonry and plaster surfaces.
IS - 2932	Specification for enamel, synthetic, exterior, type - I
IS - 2933	Specification for enamel, synthetic, exterior, type - II
<b>Miscellaneous Works:</b>	
IS - 6313	Code of practice for anti-termite measures in buildings

<b>IS: CODES</b>	<b>DESCRIPTION</b>
<b>Road Works:</b>	
IRC - 37	For bituminous roads.
IRC - 58	For concrete roads.
IRC - 19	Standard specification & code of practice for Water Bound Macadam.
E5 -73	Paving Bitumen.
IS - 215	Road Tar.
IS- 217	Cutback Bitumen
IS - 383	Coarse and fine aggregates from natural sources for concrete
IS - 458	Pre-cast Concrete pipes (with and without reinforcements)
IS - 460	Test Sieves
IS - 2386	Methods of test for aggregates for concrete
<b>Sanitary, Water Supply and Drainage Works:</b>	
IS - 554	Dimensions for pipe threads where pressure tight joints are made on threads.
IS - 651	Salt glazed stoneware pipes and fittings
IS - 771	Glazed earthen ware sanitary appliance.
IS - 774	Flushing cisterns for water closets and urinals.
IS - 781	Cast copper alloy screw-down bid taps and stop valves for water services.

Signature of Developer

IS - 782	Caulking lead
IS - 1172	Basic requirements for water supply, drainage and sanitation
IS - 1230	C.I. rain water pipes and fittings.
IS - 1742	Building drainage.
IS - 2065	Water supply in buildings
IS - 2470	Code of practice for installation of septic tanks.
IS - 2556	Vitreous Sanitary appliances (Vitreous china)
IS - 3486	Cast iron spigot and socket drain pipes
IS - 5219	T' & 'S' traps (Part I).
IS - 5329	Code of practice for sanitary pipe works above ground for buildings Cast iron brackets and supports for wash basins and sinks.
IS - 5961	C.I. gratings for drainage purposes.
<b>General:</b>	
IS - 1200	Method of measurement of buildings and civil Project management consultants engineering works
IS - 1893	Criteria for earthquake resistant design of structures.
IS - 4326	Code of practice for earthquake resistant design and construction of buildings
<b>ELECTRICAL WORKS</b>	
IS - 732	Code of Practice for Electrical Wiring Installations
IS - 4648	Guide for Electrical Layout in residential building
IS - 3043	Code for Earthing Practice

Signature of Developer

**SECTION 11: CHECK LIST**

**Check List for Documents to be submitted along with tender**

Sr. No.	Description	Yes / No
1.	List of All Directors / Partners.	
2.	Copy of Partnership Deed /AOA/MOA	
3.	PAN Card of all Directors / Partners.	
4.	Company PAN Card/ incorporation certificate/ ISO Certificate	
5.	Company G.S.T registration Certificate.	
6.	Audited Financial details of last 3 years.	
7.	Net Worth certificate of partners/ directors & company	
8.	List & supporting documents of ongoing Projects	
9.	List & supporting documents of Completed Projects	
10.	Documents of Previous Projects I.O.D. /I.O.A. /C.C / O.C.	
11.	Details of Technical qualified staff.	
12.	List of In-House Machinerics for site	
13.	Company stamp & signature on each paper.	
14.	E.M.D in form of pay order/ demand draft	
15.	Acceptance letter on company letterhead.	
16.	Payment Schedule for the purchase of additional area by existing members	

Signature of Developer

**SECTION 12: DOCUMENTS OF SOCIETY**

**The softcopy of the following documents mentioned herewith shall be shared on mail for your reference:**

1. DP Remarks
2. Reconveyance Deed
3. Agreement Copies
4. Physical Survey
5. Approved Drawings

Signature of Developer