

PROJECT MANAGEMENT CONSULTANTS

TENDER DOCUMENT

**FOR REDEVELOPMENT OF THE PROPERTY OF RAGHUKUL CO-OP HOUSING
SOCIETY LIMITED,**

C.T.S No. 32 naturally sub-divided into

4 plots- PLOT A,B,C and D

AT VILLAGE PARSIK NAGAR ,KALWA,

THANE- 400605.



Archetype consultants (I) pvt ltd.

701, DEVCORPORA,
EASTERN EXPRESS HIGHWAY, CADBURY JUNCTION,
KHOPAT, THANE (W).

PHONE – 022-2249767558 , MOB - 9833696385

E MAIL – design@acipl.net

Issued to : _____

INDEX :

1. Notice Inviting Tender
2. Tender Form
3. Information and Instructions to Tenderers.
4. General Conditions of Contract
5. Special Conditions and requirements of the Contract
6. Cost of Development

ANNEXURES

- A - Details of Existing Carpet Areas.
- B - Details of Plot Areas.
- C - List of Specifications.
- D - RCC Specifications
 - Form - A
 - Form - B
 - Form - C
- E - Sequence of Activities
- F - Financial Bid
- G - Documents to be submitted by the shortlisted Developer after intimation.

4. General Conditions of Contract

1. Definitions & Interpretations
 - 1.1 Society
 - 1.2 Architect
 - 1.3 Developer

- 1.4 Site
- 1.5 Contract
- 1.6 Notice in writing or written notice
- 1.7 Project works
- 1.8 Drawings
- 1.9 Specification
- 1.10 Temporary works
- 1.11 Materials
- 1.12 Virtual Completion of the works
- 1.13 Defect Liability Period
- 1.14 Urgent works
- 1.15 Approved
- 1.16 Month
- 1.17 Week
- 1.18 Day
- 2.** Interpretations/ Marginal Note / Heading / Catch Lines
 - 2.1 Language(s)
 - 2.2 Error's, Omissions and Discrepancies
- 3.** Scope of work
- 4.** Letter of Acceptance / Award
- 5.** Agreement
- 6.** The Role of the Architect
- 7.** Developer's General Responsibilities
- 8.** Terms and conditions for New members
- 9.** Safety and security of the property of society and of the site operations.
- 10.** Watch & Ward
- 11.** Compliance of labour laws and all other applicable laws by Developer

- 12.** Developer's Senior Representative / employees for execution & co-ordination of works
- 13.** Compliance with Rules and Regulations etc.
- 14.** Designing, dimensions etc.
- 15.** Quality of Materials, Workmanship & Tests
- 16.** Absence of Specification
- 17.** Obtaining Information related to execution of work
- 18.** Developer's Supervision
- 19.** Access of Inspection
- 20.** Inspection of actual ongoing work of the project on site
- 21.** Works to be Measured
- 22.** Variations
- 23.** Work to be to the satisfaction of the Society/Architect.
- 24.** Removal of Improper work & Materials
- 25.** Default of developer in compliance
- 26.** Inspection & Testing
- 27.** Dates for Inspection & Testing
- 28.** Facilities for testing and inspection
- 29.** Rejection
- 30.** Delivery of Material & Equipment
- 31.** Inspection & Testing and Re-inspection & Re-testing
- 32.** Inspection Reports
- 33.** Virtual completion Certificate
- 34.** Defect Liability Period
- 35.** Final Completion Certificate
- 36.** Insurance Policies
- 37.** Commencement of work

- 38.** Developer to be license
- 39.** Time for Completion
- 40.** Rate of Progress
- 41.** Programme of works
 - 41.1. Detailed Programme to be furnished
 - 41.2. Programme to be modified
 - 41.3. Progress Report / Photograph
- 42.** Bore-holes & Exploratory Excavation
- 43.** Mines, minerals, Fossils etc.
- 44.** Developer to search defects
- 45.** Interference with traffic and adjoining properties
- 46.** Clearance of Site
 - 46.1 Developer to keep site clear
 - 46.2 Clearance of site on completion
- 47.** Power, Water & other facilities

5. Special Conditions and requirements of the Contract

- 1. Location & brief Information of Site
- 2. Scheme of Redevelopment
- 3. Drawings
- 4. Scope of work
- 5. Bank Guarantee
- 6. Performance Guarantee
- 7. Deposit, Rent & Brokerage
- 8. Shifting Charges
- 9. Parking
- 10. Society Office

11. Construction of Club House
12. Saleable building or buildings to be constructed by the Developer
13. Provision of water, electricity and other essential facilities for exclusive use of the Saleable building or buildings
14. Inspection of site by Developer
15. Safety
16. Damage to adjacent Structures / Property
17. Procurement of Quality Material
18. Temporary Accommodation for Staff and Workmen
19. Approach to work site
20. Warranty & Guarantee
21. General

REDEVELOPMENT TENDER NOTICE

Sealed Tenders are invited from reputed & experienced Developers/Builders for redevelopment work of **Raghukul Co-op. Hsg. Soc. Ltd.**, property Situated at village Parsik Nagar, Kalwa, Thane- 400 605, C.T.S No. 32 admeasuring 10179.50 sq. meters., naturally sub-divided into 4 plots- PLOT A,B,C and D

The tender form may be obtained from the office of the society's PMC, **Architect Mr. Pravin Jadhav [Archetype Consultants (I) Pvt. Ltd.],**
[Pn: 022 / 2249767558 , 9833696385]

at 701, Dev Corpora, Eastern Express Highway, Cadbury Junction, Khopat, Thane (W)-400 601, on payment of fee of **Rs. _____** (non-refundable)), by Demand Draft / Pay Order only, payable in Mumbai/Thane, in favor of '**RAGHUKUL Co-operative Housing Society Limited**', drawn on reputed Nationalized/Scheduled Banks, excluding Co-operative Banks, from- **-----2025 to- ---- 2025**, during **10** am to **6** pm hours, excluding Sundays and Public Holidays.

The tender duly filled, signed and sealed, should be submitted to **the Chairman/Secretary of RAGHUKUL CHS,** at the society's office on/or before **6** pm, on **----- 2025.**

The Society reserves the right to accept and/or reject any or all tenders, and/or to withdraw the tender into, without assigning any reason whatsoever.

For, RAGHUKUL C.H.S. Ltd.

Sd/-

Dt: _____

Secretary

NOTICE INVITING TENDER

TENDER FOR THE PROPOSED RE-DEVELOPMENT SCHEME OF RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, AT VILLAGE PARSIK, KALWA, DISTRICT THANE.

1. RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, AT VILLAGE PARSIK, KALWA, DISTRICT THANE. (hereinafter called as **“the Society”**) is hereby inviting the Tenders for the proposed re-development of the Society property in actual possession of the society being all those pieces and or parcels of land, hereditaments and premises bearing CTS No.s 32 admeasuring about **10179.50 sq. meters**, (as more particularly specified in the Special Conditions of the Contract) situate lying and being at village Parsik , Kalwa, District Thane.
2. The tender forms may be obtained from the office of the society's PMC, Architect Mr. Pravin Jadhav (Archetype Consultants (I) Pvt.Ltd.) (Ph: 022 / 2249767558 , 9833696385) at 701, Dev Corpora, Eastern Express Highway, Cadbury Junction, Khopat, Thane (W)-400 601, on Payment of non-refundable fee of **Rs. _____/-** **(Amt in words)** from _____ 2025 to _____ 2025. Each Tenderer will be issued one set of

I) General Conditions of contract

ii) Special Conditions and requirements of Contract

iii) Technical Specifications and

iv) List of amenities along with the area statement.

Tenderers must return all the papers issued to him along with submission of the tender, duly stamped and signed, as ‘Original’.

4. Submission of Tender

“Two Bid System” offers are to be submitted in triple sealed covers.

- i) The First Inner Sealed envelope will contain “Prequalification bid” along with the Earnest Money Deposit having all the details. This cover will clearly be subscribed with “Prequalification Bid” along with the subject description.

The First Inner Sealed Envelope shall contain the following:

- a. _____ Covering Letter
- b. _____ Index for the Tender
- c. _____ Notice Inviting Tender
- d. _____ Form of Tender

e. Earnest Money Deposit of Rs. _____/- (Amt in words) in the form of Demand Draft / Pay Order only in favor of **RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED.**

f. Information and Instruction of the Tenderer

g. General Conditions of Contract

h. Special Conditions and requirements of contract

i. Annexure for the amenities, specifications area statement etc.

j. In addition to above, any other relevant information

- ii) The Second Sealed Inner Envelope will contain ‘financial bid’ only the offer schedule along with the proposed FSI scheme alternatives viz Normal Scheme (FSI + TDR) OR Any other applicable scheme duly filled in and signed and will be clearly subscribed with ‘Financial bid’.

The Second Inner Sealed Envelope shall contain only the offer signed on each page by the tenderer.

The two covers shall be put into outer cover and sealed. The outer cover should have the title along with Tenderer’s name and the address. Address should be written on all the envelopes. Both these bids would form part of the tender offer.

5. The tender duly filled in signed and sealed, should be addressed to the Chairman / Secretary, **RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, AT VILLAGE PARSIK, KALWA, THANE** and should reach the chairman/secretary of RAGHUKUL CHS, on / or before 6 p.m. on 2025.

6. Opening of Tender

The Tender Opening Date, Time and Venue will be notified to bidders at least 48 hours in advance by e-mail/letter.

7. The **Pre-Qualification** bid will be opened first and the Builders/Developers who are found competent enough by the society in consultation with the Architects/PMC will be considered for evaluation of their financial bids and subsequent award of work.
8. Tender received late after the due date on account of any reason whatsoever are liable to be rejected.
9. The tender shall be valid for a period of 60 days, from the last date of submission of the tender unless such period is extended further by the society as may be found absolutely necessary and expedient to do so in the sole and absolute discretion of the society.
10. For any further information on the tender , its Architects / PMC may be contacted.

11. RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, KALWA, THANE shall not be bound to accept the highest tender or any other tender and the society reserves the right to reject any or all the Tenders without assigning any reason whatsoever.
12. In the event the Society decides to reject any tender received by them in response to this invitation, in that case any or all tenders will not have any right, claim, encumbrances, and or grievance of any nature what so ever, against the Society.
13. The Tender submitted by the developers being in the nature of an “offer”, the same will be treated only as an offer and RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, PARSIK NAGAR, KALWA, THANE may or may not accept the tender of any Tenderer. It is also made clear that once tender is submitted by the tenderer, the Tenderer cannot withdraw the same. In case any tenderer desires to withdraw the tender submitted by him, then the Earnest Money Deposited by him shall stand forfeited.

For

RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED,PARSIK NAGAR, KALWA, THANE

(Chairman)

(Secretary)

(Managing Committee member)

TENDER FORM

DATE:

To,

The Chairman/Secretary,

**RAGHUKUL CO-OPERATIVE HOUSING
SOCIETY LIMITED,
PARSIK NAGAR
KALWA.
THANE - 400605**

Dear Sir,

Having examined the tender documents and all other relevant papers relating to the redevelopment work of your society and having visited and examined the site of your society and having obtained all the requisite information relating thereto, we hereby offer to execute the works specified below within the time specified and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in conditions of tender Appendix to the form of Tender, General conditions of contract, Special Conditions and requirements of Contract, Technical Specifications etc.

1.1 Description of works

Re-Development of the property belonging to RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, **CTS NO. 32** PARSIK, KALWA, THANE-400605, admeasuring about 10179.50 sq. meters, by demolition of all the existing Buildings of the society standing thereon, after providing for the temporary alternate accommodation to all **281 members** of the society and carrying out and completing the entire work of the reconstruction of new building or buildings thereon and re-housing of all the aforesaid **281 members** of the society in the newly constructed buildings by allotment of the respective alternative accommodation to each of the said members of the society and carrying out all incidental, ancillary and consequential works, till the stage of applying for and obtaining the requisite Occupation Certificate and Completion Certificate from all concerned statutory bodies and Authorities.

1.2 Earnest Money Deposit

Rs. _____ /- (**Amt in words**)

- 1.3 Security Deposit** Rs. _____/- (**Amt in words**) excluding EMD. (For the successful bidder) This deposit will be refunded This deposit will be refunded on completion of 2 years defects liability period after obtaining Occupation Certificate for society's new buildings. (Original clause retained)
- 1.4 Bank Guarantee** 20% of construction cost as per RERA
- 1.5 Solvency** 10% of Project cost as per RERA
- 1.6 Performance Guarantee** Rs. 200,00,000/- (Rupees Two Crore only) for 2 yrs.
- 1.7 Time allowed** _____ British Calendar months from the date of execution of
for completion the agreement between the Society and the Developer.

2. We hereby agree to abide by any and all the terms and provisions of the tender documents and in default thereof, RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, PARSIK NAGAR ,KALWA, THANE-400605 shall be entitled to forfeit the amount mentioned in the said tender documents as Security Deposit, EMD etc.

3. We have deposited a sum of Rs. _____/- (**Amt in words**) as **earnest money** in the form of Demand Draft / Pay Order. Should we fail to execute the Agreement in the form and manner as may be prescribed by the society, whenever called upon by the society to do so, we do hereby unconditionally agree that this sum shall be forfeited by the Society.

4. All information and documents, which are required to be submitted as per the tender conditions, are enclosed.

5. We furnish following information about our firm / company / organisation

5.1 Name of the Organisation:

5.2 Address :

5.3 Year of Establishment :

5.4 Status of the firm : (whether Company / Firm / Proprietary)

5.5 Name, address and telephone nos. of Directors / Partners / Proprietors

i)

ii)

iii)

OR

Names of person having power of Attorney to sign the contract, (Certified true copy of the Board resolution giving Power of Attorney with company seal and also certified true copy of the Power of Attorney should be attached)

5.6 Whether registered with the Registrar of Companies / Registrar of Firms. If so, mentioned number and date and a true copy of the Certificate of Registration should be attached.

5.7 Name and address of the Bankers

i)

ii)

iii)

5.8 Enclose Solvency Certificate from the Bankers.

5.9 Furnish copies of audited Balance Sheet and Profit and Loss Account (audited) for the last three years.

i) 2020-21 :

ii) 2021-22 :

iii) 2022-23 :

5.10 Detailed description and value of works done in the last 3 years

i) 2020-21 :

ii) 2021-22 :

iii) 2022-23 :

5.11 Specify the maximum value of work executed in a year.

i) 2020-21 :

ii) 2021-22 :

iii) 2022-23 :

5.12 Furnish the names of three responsible clients with their contact number, who will be in a position to certify about the quality as well as past performance of your organization and their designation and qualification .

i)

ii)

iii)

5.13 Mention number and date of GST along with copies of the certificate.

5.14 Mention Permanent Account Number (PAN). Furnish copies of Income tax clearance certificate.

NOTE :

- i) Developer shall use the attached formats “A” to “E” for furnishing information
- ii) Developer may attach additional sheets if required for submission of the above information.
- iii) Where copies are required to be furnished the same must be certified to be true copies preferably by the concerned agencies or a Government Officer or Notary.

Signature & address of Tenderer

Date :

INFORMATION AND INSTRUCTIONS TO TENDERERS

1. The description of redevelopment work to be carried out and its scope / requirements of the Society are given in the Special Conditions of Contract.
2. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract. He must examine the drawings and must physically inspect the site of the work and acquaint himself with all the information about all the local conditions, means of access to the work, the entire nature of the work and all matters pertaining thereto for completion of the project of the redevelopment of the property of the society.
3. Access to the Site will be given during the Tender period by appointment by the Society. The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information as may be necessary for submission of his tender.
4. The society will not be responsible and will not reimburse any expenses which may be incurred, or losses to person or property suffered by any Tenderer in connection with visits to and examination of the site and in the preparation of his tender for submission.
5. Pre-bid meeting for clarification will be held in PMC office. Bidders are suggested to clarify their doubts if any
6. The tenderers should note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not deemed to be complete.
7. The tenderers should note and bear in mind that the society shall bear no responsibility for the lack of acquaintance of the site and knowledge of conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge or information as aforesaid, on the part of the tenderers shall be at their risk and cost. No charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Society either during tender stage or during the construction period or any time thereafter in any manner whatsoever.
8. The offer quoted in the tender shall include the costs, charges and expenses and all other incidental charges etc, for approval and clearing of site before commencement as well as after completion of the works. The same should also include water & electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing fencing, hoarding, putting up and painting the compound wall to the property of the society, erecting all necessary gates thereto, Erection of Electric sub-stations, plant and equipment, storage sheds, watching and illumination in night as well as day. The Developer should take care of temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets sellers, vaults,

pavements, walls, houses, buildings and all other erections matters or things and the Developer shall take down and remove any or such centering, scaffolding, staging, planking, timbering, strutting, shoring etc, as occasion shall require or when ordered to do so. The Developer shall also fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the society and their Architects/PMC. The offer quoted shall be deemed to be for the entire finished work to be measured at site. The offer shall also be firm and shall not be subject to exchange variations or any other variations whatsoever, whether taking place any time before, during or later the entire construction works. The Labour condition, fluctuations in GST, local taxes, any other levies railways or other transport costs, costs of building material or any other conditions whatsoever shall not be a ground for any changes in the offer price. No claim in respect of GST, or other taxes, duties or levies whether existing or levied in future shall be entertained by the Society.

- 9.** The Developer / Builder shall not be entitled to any extension of time for completion of the re-development on any ground whatsoever nor shall the Developer / Builder be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever may be the cause of delays including but not limited to delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for related purposes or for Construction purposes or for any issues whatsoever. The Society does not accept liability for any sum towards loss of overheads & profits of the Developer / Builder and the bid offer shall remain unchanged.
- 10.** The Tenderers shall before tendering carefully examine the tender Documents including the Information & Instruction to Tenderers, General conditions of contract, special conditions of contract, General particulars & Requirements to Specification, detailed specifications Drawing and other matters referred to in the tender documents and if there be or appear to be any ambiguity in / or discrepancy between any of these documents he shall immediately refer the matter to the Society and their Architect/PMC, for clarification, before the pre-bid meeting.
- 11.** Time is the essence of the contract and the works must be completed within the time schedule as indicated in the form of Tender.
- 12.** The tenderer must use only the forms issued by the Society to fill the offer. Each page of the tender documents should be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General conditions of Contract, Specification, Special Conditions etc as laid down in the tender documents and also such other relevant information and details as may be necessary, whether provided by the society or not. Any tender with any of the documents not signed as liable to be rejected. Power of Attorney for signing the tender / contract (copy duly certified by the Notary) should be enclosed by the Developer. Such Power of Attorney cannot be modified or terminated till the entire project of re-development is duly completed in all respect

and Occupation Certificate / Completion Certificate is duly obtained by the Developers / Builders in that behalf. As stated above, the tender submitted on behalf of a firm shall be signed by all the partners / directors of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise, the tender may be rejected by the Society. Tender shall contain full address, Telephone Nos., Fax No., e-mail addresses etc of the Tenderer for serving communication of any nature in connection with the Tender.

- 13.** The Tender Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blanks spaces) shall be made in any of the documents attached hereto, Any proposed alterations or changes etc, to the entries in the tender documents shall be made by a separate letter, otherwise it will not be entertained. The tender form must be filled in English and all entries must be made by hand on and written in ink. Amount should be quoted both in figures and words in columns specified. All additions and fill in the blanks which may be made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender improper and unacceptable at the Society's sole and absolute option. No communication or advice of any change in rates or any other terms and conditions after the opening of the tender will be entertained by the society.

All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.

- 14.** The tender shall accompany the following information and documents:
- 14.1** Information regarding any change from the previous submission made by the tenderer for pre-qualification in respect of Details of business & technical organization and the financial resources etc, if any, shall be brought to the attention of the society in writing.
 - 14.2** Certified True Copy of latest Income Tax and sales tax clearance Certificates & the true copies of the licenses under labour regulations or any other applicable laws, rules and regulations etc, issued by the competent authorities in favour of the tenderer, must be furnished to the society.
 - 14.3** The tenderer shall attach to his tender true copy duly authenticated by a notary, of the documents containing the constitution of the company or firm or any other organization by which the tender is submitted so as to indicate by what persons and in what manner a contract may be entered by them and what persons would be directly responsible for the due performance of the contract who can sign and execute valid authenticated receipts / letters / contracts / agreements for and on behalf of the company or firm or any other organization as the case may be.
- 15.** For certain items if alternatives have been provided for in the specifications, the Society reserves the right to use either of the alternative items fully or partly solely at its discretion.

16. **No tender shall be considered** which does not meet the Builder criteria as mentioned in the Tender and which is not accompanied by a sum of Rs. _____/- **(Amt in words) as Earnest Money Deposit (EMD) in the form of Demand Draft / Pay Order.** In the event of the Tenderer withdrawing his Tender, the Earnest Money Deposit will be forfeited. If the Tender is accepted, Initial Security Deposit shall be furnished as stipulated in the contract and the Earnest Money Deposit will be returned to the unsuccessful Tenderers without interest within 60 days after the last date fixed for receiving tenders. In the case of the successful Tenderer, the Earnest Money Deposit shall be adjusted in the Security Deposit for and in respect of the due execution of the entire project work, which shall be completed to the full satisfaction of the society as set out in the tender documents. In case the successful Tenderer fails to make the further payments of security deposit in specified time, the Earnest Money Deposit (EMD), shall be forfeited by the Society, without notice and the successful tenderer will thereafter have no right or claim of any nature whatsoever against the society and / or its property, in any manner whatsoever.
17. The successful tenderer to whom the Contract is to be awarded shall deposit with the society further sum of Rs. _____/- **(Amt in words)** in the form of Demand Draft / Pay Order which alongwith the EMD as aforesaid, would make an aggregate sum of Rs. _____/- **(Amt in words)** being the interest free 'Security Deposit' with the society. The Security Deposit must be placed by the successful tenderer with the society within a period of 30 days from the date of acceptance of the tender or the date of the signing of the Contract, whichever is earlier, failing which the Society will be entitled not only to forfeit the EMD as aforesaid, but also be entitled to revoke the letter of intent / award of contract etc, as the society may deem fit and proper. And opportunity will be given to the next successful builder/developer.
18. The Society is not bound to accept the highest or any tender and reserves to itself the right to accept or reject all or any of the tenders without assigning any reasons for doing so. The Society also has the right to re-invite tenders from amongst the remaining pre-qualified tenderers or otherwise as the society may deem fit and proper.

GENERAL CONDITIONS OF CONTRACT

1. Definitions & Interpretations:

For the due implementation of the contract pursuant to the award of the re-development project, the following words wherever used shall have the meaning and expression, except otherwise specifically mentioned and the same shall be understood and interpreted accordingly.

- 1.1 'Society'** means RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, PARSIK NAGAR, KALWA, THANE-400605 and include any persons who are competent to act and do all the acts, deeds and things necessary for and on behalf of the society wherever stipulated so, having its registered office at RAGHUKUL Co-op housing society, Thane-East and includes its representatives, successors and assigns.
- 1.2 'Architect'** means Archetype consultant (I) pvt ltd. 701, Devcorpora, Cadbury Junction, Eastern Express Highway, Khopat, Thane (W) – 400 601 and their authorized Directors or such other firms / persons, as shall be appointed by the said Architects with due permission of the society or by society.
- 1.3 'Developer'** shall mean a firm / company or any other organization as may be appointed by the Society for execution of the re-development project under this tender.
- 1.4 'Site'** shall mean the site of the contract as specified in the Special Conditions of the Contract comprised in the land actual possession of the society being all those pieces and or parcels of land, hereditaments and premises bearing C.T.S. No. 32 admeasuring about 10179.50 sq. Mtr situated, lying and being at village Parsik, Kalwa-Thane, in the Registration Sub-District and District of Thane, which is to be offered to the Developers / builders for the re-development purpose.
- 1.5 'Contract'** shall mean and include the following documents duly signed by the Developer and the Society.
 - 1.5.1** Notice Inviting Tender
 - 1.5.2** Information & Instructions to the tenderers
 - 1.5.3** Form of tender with documents and appendices thereto.
 - 1.5.4** Drawings as prepared by the developer and approved by the society and their Architects/PMC, from time to time.
 - 1.5.5** Specifications for Society's construction with modifications thereof, if any, as prepared by the Developers and approved by the society and their Architects, from time to time.
 - 1.5.6** Offer given by the Developer.

- 1.5.7 General conditions of contract.
 - 1.5.8 Special conditions of contract
 - 1.5.9 Letter of acceptance of tender / award of work
 - 1.5.10 Technical Specifications
 - 1.5.11 Development Agreement / Power of Attorney and such further and other documents as may be executed by and between the Developers and the Society.
 - 1.5.12 Any other documents or papers related with the entire redevelopment Project work and approved by the Society from time to time.
- 1.6 **‘Notice in writing’ or ‘written notice’** shall mean a notice in written, typed or printed characters sent, (unless delivered personally or otherwise proved to have been received) by registered post to the last known personal or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.7 **‘Project Works’** means and includes the entire re-development work to be executed by the Developers entirely at his costs, in accordance with the terms of the Tender documents and the Contract to be executed by and between the Parties and includes all the construction materials, apparatus, equipment, machinery, fittings, and things of all kinds and also employing of all the requisite labour by the Developers etc, which shall be done by the Developers along with all other incidental and ancillary works to be done by the Developers under the tender terms and conditions and contract.
- 1.8 **‘Drawings’** means maps, plans and tracings or prints or sketches thereof with any modifications thereof which shall be due approved in writing by the society and their Architects from time to time.
- 1.9 **‘Specification’** means the specifications given in these Tender documents as also elsewhere (relevant Indian Standard Specification where so required) and / or the specification approved by the society and their Architects from time to time.
- 1.10 **‘Temporary Works’** means all temporary works of every kind required in or about the execution, completion and maintenance including those required for rectifying the defects, during defects liability period.
- 1.11 **‘Materials’** means all the building materials, apparatus, equipments, fittings, fixtures and all such other materials, which are necessary for execution of the redevelopment project works.

1.12 'Virtual Completion of the Works' means the completion of the whole of the re-development works in all respects as supported by issuance of a Joint Certificate of completion by the Architects of the Developers as well as the Architects/PMC of the society, in pursuance of other relevant clauses in the General Condition of Contract and other tender documents.

1.13 'Defect Liability Period' shall mean the minimum period of 2 years calculated from the date of obtaining Occupation Certificate for the new society buildings to be constructed.

1.14 'Urgent Works' means any urgent works, which in the opinion of the Architect and / or the Society, become necessary during execution and / or during the progress of work to avoid any risk of accident, failure, to avoid any risks of damage to the structure or service required to accelerate the progress of work which becomes necessary to ensure safety and security to the ongoing activity or for any other reason, the Architect / Society may find it necessary. The cost incurred on such account shall not qualify for revision of the total cost of the project given in the offer.

1.15 'Approved' means approved in writing / **'Approval'** means approval in writing.

1.16 'Month' means British calendar month

1.17 'Week' means seven consecutive calendar days including Sundays and holidays also.

1.18 'Day' means a calendar day beginning and ending at 00 hours and 24 hours.

2.1 Interpretations / Marginal Note / Heading / Catch Lines

The Marginal Notes, Heading and in the catch lines hereto and in the annexure hereto and means only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto. The Developer will have to carry out and complete the said redevelopment project work in every respect in accordance with the terms of all the tender documents and the Development Agreement and all other documents which may be executed in pursuance of the tender terms and conditions.

Words imparting the singular only also include the plural and vice versa where the context to requires.

2.2 Language(s)

The Languages, in which the contract documents shall be drawn up, shall be English, which shall be translated in Marathi language. In case of any doubt, discrepancy or ambiguity etc, the English version shall prevail.

2.3 Errors, Omissions and Discrepancies

In case of errors, omissions and / or disagreements between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order of precedence shall apply:

2.3.1 In case of difference between the rates written in figures and words, the rate in words shall prevail. Between the duplicate / subsequent copies of the tender and original tender, the original tender shall be taken as authentic.

2.3.2 In all cases of omissions and / or doubts, discrepancies in any of the items or specification, a reference or request shall be made to the society, which after consultation with their Architects, Advocates, RCC Consultants and other professionals engaged by it, shall give explanation, decide on the interpretation, elucidation and elaboration and the decision of the society shall be final and binding in that regard.

3. Scope of work

The Re-development Project work of the society comprises of the demolition of the existing buildings of the society, after providing for the temporary alternate accommodation to all the **281 members** of the society and applying for and obtaining all requisite permissions, sanctions, NOCs and clearances from all concerned Government Authorities for and in connection with the re-development project work, carrying out and completing the entire work of redevelopment and reconstruction of the new building or buildings thereon as per the Plans and specifications to be approved by the society in the first instance and thereafter to be sanctioned by all necessary Statutory bodies and Authorities, re-housing of all the aforesaid **281 members** of the society in the newly constructed buildings by allotment of the respective **Permanent Alternative Accommodation** by registering the **PAA Agreement** with the Office of the Sub-Registrar (Thane) of each of the said members of the society, clearing of the site by removal of labour, material, constructional plant, machinery, temporary works and everything whether of a temporary or permanent nature, required in and for such construction, completion and maintenance so far as necessary and applying for and obtaining the requisite Occupation certificate and completion certificate from all concerned Statutory bodies and Authorities and carrying out and performing all the related, ancillary and consequential work in relation to the entire work involved in the said redevelopment project.

4. Letter of Acceptance / Award

Before signing of the contract, the Society shall issue by registered post or otherwise depositing at the registered / administrative office of the developer, a Letter of Acceptance / Award to enter into a Contract with the developer for the execution of the redevelopment project in accordance with the contract. Until a formal written Development agreement between the parties is entered and executed, the tender documents (contained in the Envelope No. 1 and 2) together with the relevant correspondence exchanged thereafter and letter of acceptance

shall be binding on the Tenderer. After execution of the said Agreement, the terms thereof alongwith the terms and conditions of the tender documents shall be valid, operative and binding on the developer.

5. Development Agreement

The successful tenderer shall be required to enter into written Development Agreement as per prescribed draft with the Society, which include all the point of tender document. Immediately upon execution of the contract, four true copies of the contract shall be made, out of which one copy will be retained by the developer, one by the Architect, one by the Advocate and the remaining copy and original registered contract will remain in the custody of the Society. All the terms and conditions of the Tender documents shall form and shall always deemed to have formed an integral part of the Development Agreement and all other documents and papers to be executed in that behalf.

The developer shall not get into any agreement or understanding for displays or hoardings or with any mobile or communication tower in the premises of Society or any advertising material displayed on Society.

6. The Role of the Architect

The functions and duties of the Architect shall interalia, be entire general supervision of the re-development project and the buildings to be constructed for the society and its members and shall have access to examine all necessary papers and documents in that regard and report to the Society the compliance or otherwise by the Developer with regard to the construction of the society buildings, structures and all other constructed areas including the saleable component . Without prejudice to the generality of the above, the functions and duties shall include the following :-

- 6.1** Monitor and supervise the redevelopment project works.
- 6.2** Test and examine all the construction materials to be used in the said works.
- 6.3** Check workmanship of the items executed.
- 6.4** Order variation in quantities, items etc.
- 6.5** Record and check the measurements of all the constructed areas, whether constructed for the society or for any saleable components and ensure that the entire construction is carried out and completed as per the Sanctioned Plans and specifications.

The Architect may from time to time in writing delegate to the Architect's representative any of the powers and authorities vested in the Architect with due intimation to the Society and shall furnish to the Developer and the Society a copy of such written delegation of authority. Any such written instructions or approval given by the Architect's representative to the Developer within the scope of such

delegation shall be binding on the Developer as if such instructions were given by the Architect.

7. Developer's General Responsibilities

The successful tenderer is and shall be bound to carry out any items of work necessary for the completion of the entire project to the satisfaction of the society and their Architects, even though such items may not be specifically included in the specifications / drawings.

The Developer shall execute the work by raising the funds from his own sources, without mortgaging any of the society's property in any form/manner anywhere. Society will issue NOC for mortgaging of the flat to the New (Proposed) Member who executes the agreement to sale with the Developer and complete the formalities of Registration and other Govt. Rules.

Subject to the above, all the works shall be carried out by the Developer strictly in accordance with the specifications and drawings as approved by society and as per the sanction of the local Authority and the same must meet the requirements / satisfaction / direction of the society and its Architect.

The developer shall have to use materials of the makes / manufacturers of approved brand and of approved specifications.

8. Terms and Conditions for New Members

- i. The Developer will be free to sell flats from the agreed sale portion to any interested person, subject to the provisions of Maharashtra Real Estate, Regulatory Authority -**RERA** , The flats sold to new members shall be constructed strictly in accordance with the approved plans. The Developer shall not carry out any additions/ alterations to those flats or enclose ducts, open spaces etc and shall also include a clause in their Sale Agreements/Deeds prohibiting the new members from doing so after sale of the flats. He will also include a list of do's and don'ts prepared by the Society which will be binding on all members including new members.
- ii. The Developer shall not sell/allot to new members those car parks which have been sanctioned by TMC as visitor's car parks.
- iii. The Developer shall not sell / allot open spaces and common areas (including top terraces) to new members.
- iv. New members who would purchase residential flats shall not use them for commercial/ industrial/ office purposes or as go-downs/warehouses.
- v. No area or part thereof shall be sold, used or given on rent for any illegal/nefarious/immoral or unlawful activities.
- vi. The Developer shall collect the following net of Income Tax amount from the new members at the time of booking the flat –

- Membership fees
 - Pro rata (per sq. ft. of the carpet area) contribution in relation to the amount standing in the books of accounts of the Society.
 - Any other matching amount such as part of hardship allowance given to the Society.
- vii. Possession of flats to new members shall be given only after the Developer gives possession of the flats to all existing original members of the Society.
- viii. Carpet areas of flats to be allotted to new purchasers shall be certified by the architect of the society & the same shall be verified by the PMC appointed by society.
- ix. If the Developer sells the newly constructed flats to buyers in contravention to the terms of the Tender Documents or fails to include necessary restrictive clauses in their Sale Agreements/Deeds, the Society may refuse to admit them as New Members

9. Safety and security of the property of society and of the site operations

The Developer shall take full responsibility for the safety, security, stability and adequacy of all site operations and all techniques and methods of construction including all temporary works. From the date of demolition of the society buildings and throughout during the continuance of project work at any point of time and / or from time to time, till final completion of the entire redevelopment work, the developer shall properly protect and safeguard the society's entire property from trespass, third party intrusion, invasion or any other injury, prejudice or damage to the property of the society and shall take all proper and timely precaution against the same, with due intimation to the society from time to time. In the event of failure of the Developer in this regard, the Developer shall render himself answerable and liable to the society for the same.

10. Watch & Ward

The developer shall in connection with the redevelopment works, provide and maintain at his own cost adequate lights, security guards, fencing, warning signs and watch & ward staff, throughout the period of completion of the redevelopment project.

11. Compliance of labour laws and all other applicable laws by Developer

From the commencement of construction to the entire completion of the whole project and all the works involved therein, the developer shall take full responsibility for the compliance of all labour laws and all other applicable laws, rules and regulations in force at any time and / or from time to time and shall take all necessary care and caution in that regard. In case any damage, loss or injury shall happen to the works or to any part thereof or to any labour, arising out of any cause whatsoever, the Developer shall be solely responsible for the same as to

costs and consequences. The developer shall also be liable for any damage to any of the project works resulting from his acts and omissions and / or acts or omissions of his sub-contractor in the course of any operations carried out by him for the purpose of completing the project work. The developer shall indemnify the Society from all risks on this account.

12. Developer's Senior Representative / employees for execution & co-ordination of works.

The Developer shall keep one or more full time qualified civil engineers at site who shall be competent enough to attend, supervise the work of the magnitude envisaged in the contract and who shall be fully authorized to receive and comply with such instructions as may be given from time to time by the society and its Architect. The names of such engineers with their respective qualification and experience shall be intimated in writing by the developer to the Society and the Architect. If any new incumbent is inducted at the site, the same shall also be reported likewise.

The Architect of the society shall have full right and power to decide the degree and competence of the skilled / unskilled workers / engineers / sub-contractors and all other persons employed by the developer / sub-contractor on the site. If in the opinion of the Architect, any such labour / engineer / sub-contractor or any other staff at the site is unfit or considered to cause bad workmanship or in-discipline he shall have authority to remove any such person or persons through the Developer and the decision of the Society's Architect in this regard, shall be the final and binding on the developer.

13. Compliance with Rules and Regulations etc.

The Developer shall adhere to the provisions of all Rules and Regulations having bearing on the development project works. The Developer shall pay to all such Authorities or to any Public, Statutory or Government office such fees, charges, levies, premium, tariffs, rates or duties as may be chargeable in respect of the development project works.

14. Designing, dimensions etc.

The Developer shall be responsible for the true and correct and perfect designing and shall take responsibility for the correctness of all the positions, levels dimensions, designing and alignment of the entire construction involved in the redevelopment project. If at any time any error in this respect shall appear during the progress of the works or within the defects liability period, the developer shall, at his own expense, rectify such error to the satisfaction of the society and its Architect.

15. Quality of Materials, Workmanship & Tests

15.1 All materials and workmanship shall be the best of the respective kinds described in the Contract. This should be in accordance with the Architect's instructions and shall be subjected from time to time to such tests and changes

as the society or its Architect may direct. The developer shall upon the instructions of the Architect / Architect's Representative furnish him with documentation to prove that all the construction materials & various other goods and fittings like plumbing fittings, electrical fittings and appliances, tiles, wood, ply to be used in making of window, doors etc, comply with the requirements of contract or directions in that behalf. The Architect may issue instructions for physical inspection all the said material, goods, fittings etc, and order removal of material from site if found to be sub-standard or not in compliance with the contract or directions in that regard. The developer shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material for testing as may be necessary.

15.2 Samples - All Samples of adequate numbers, sizes shades and pattern as per specification shall be supplied by the developer without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the developer shall within reasonable time of the execution of the Development Agreement, provide to the society's Architect samples along with the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated. If certain items proposed to be used, are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect. Before submitting the samples / literature, the developer shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of the specification. The Architect shall check the samples and give his comment and / or approval to the same. Only when the samples are approved in writing by the Architect, the developer shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect for identification and shall be kept on record at site office until the completion and acceptance of the work by the society and shall be available at the site for inspection / comparison at any time. The developer shall keep with him a duplicate of such samples to enable him to process the matter.

For items of work, where the sample are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

The Architect shall communicate his comments / approval to the developer to the samples within a period of 7 days from the date of receipt of the samples. Any difficulty or delay that might occur in approving of the samples for reasons of its not meeting with the specifications or prescribed standards, or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delays on the approval of the materials / equipment etc. shall be to the account of the developer. In this respect the decision of the Architect shall be final.

On delivery of the samples of materials / equipment for permanent works at the site, the developer shall specifically arrange to get the supply inspected by the Architect and compared with the approved sample and his specific written approval shall be obtained by the developer before using the same in the work.

15.3 Cost of Tests - The cost of making any of the tests as aforesaid shall be borne and paid by the developer.

15.4 Costs of additional independent Tests - If any additional test is ordered to be done by the society or its Architect from an independent agency, or at any Government / approved Laboratory, then the cost of such test shall be borne by the developer, if the test shows the workmanship of materials not to be in accordance to the provision of the Contract or the Architect's instructions.

All major material / equipment has to be procured directly from the manufacturer and / or their authorized distributors and/or stockists. The Architect will have liberty to ask for relevant records in cases of doubts in this regard.

16. Absence of Specification

If the specifications do not contain details or particulars of any particular material and / or work which are obviously necessary for the proper completion of the works, and the intention to include the same is required to be inferred in the totality of the facts and circumstances of the case, all such materials and works shall be supplied and executed by the developer as per the standards and norms to be prescribed by the society and its Architects in that regard, without any extra charges etc, for the same. If the developer requires additional information, he shall seek the information and details from the society's Architect.

17. Obtaining Information related to execution of work

No claim or demand of any nature whatsoever by the developer shall be entertained by the society, which may be caused upon failure on his part to obtain correct information, details and particulars as to any matter affecting the execution of any of the project works. It is clarified that such failure on the part of the developer will not relieve him of any risks or responsibility and consequences in the matter of execution of the project works, resulting thereby or otherwise howsoever.

18. Developer's Supervision

The developer shall ensure giving of and deputing all necessary personal supervision of competent and responsible personnel during the execution of all the project works till the full and proper completion thereof upto the stage of obtaining of the occupation certificate and even thereafter until the expiry of the "Defects Liability Period" stated herein.

19. Access of Inspection

The managing committee members of the Society, the Architect of the society and representatives of the Architects, shall at all reasonable times have free access to the entire redevelopment work and / or to all other places where construction materials and all other material and goods to be utilized in the project, are lying or from which they are being obtained and the developer shall give to the Society, the Architect and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

20. Inspection of actual ongoing work of the project on site

No work shall be disguised, covered up or put out of view of the society or its Architects. The developer shall offer full opportunity to the society and its Architect to examine and measure any works, including the foundation work before permanent work is placed thereon. The developer shall give due notice to the society and its Architect at different stages of the work that the same is or about to be ready for inspection and examination. In the event of failure of the developer in this regard, the Developer shall be liable to undo or uncover such works at his costs if so required by the Architects of the society and the same shall thereupon, be inspected and examined by the Architect.

21. Works to be Measured

The Architect of the society may from time to time intimate to the developer that the works are to be measured and the developer shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by the society and the Architect. Should the developer not attend or neglect or omit to send such representative, then the measurement taken by the Architect or a person approved by him shall be taken to be correct measurements of the works. The Architect shall take joint measurements with the developer and the measurements shall be entered in his measurement book / sheet by the Architect's representative. The developer or his representative may at the time of measurement take such notes and measurements as he may require.

The Developer shall not assign or transfer his development rights in any manner whatsoever &/ or shall not transfer the controlling interest in the firm developer company to any other third party without written consent of the consultant & the society.

22. Variations

In case the Society / Architect thinks proper at any time during the progress of the works to make any alternations in or additions to or omissions from the works or any alterations in the kind or quality of the materials to be used therein, the Society / Architect shall be at liberty to do so. Same as above, no alterations, omissions, amendments, additions, deletions or variations of any kind under the contract shall be made by the developer. The Architect shall give notice of any such variations

etc, in writing to the developer, who shall confirm the same in writing within seven days of receipt thereof. The Developers shall carry out such variations and be bound by the same conditions as far as applicable as if the said variations formed part of the original works. The developer shall not do any other alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract stipulations, specification or contract drawings without the previous consent in writing of the society and its Architect.

23. Work to be to the satisfaction of the Society / Architect

The developer shall carry out all the works strictly in accordance with Drawings, detailed Specifications and written instruction of the Architect of the society. The decisions of the Architect which shall be in consultation with the society, shall be final and conclusive and binding on all the parties to the contract upon all questions relating to the meaning specifications, designs, drawings and instructions approvals and as to the quality of the works, materials used by the developer whether during continuation, completion or after termination of the contract for any reasons.

24. Removal of Improper Work & Materials

The Architect of the society shall during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, on account of use of materials which in the opinion of the Architect are not in accordance with the specifications or the instructions of the Architect, and the works shall be done after substitution of proper materials and the removal of improper work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. The developer shall forthwith carry out such order at his own cost and expenses.

25. Default of developer in compliance

If the developer after receipt of written notice from the Architect requiring compliance fails or neglects within 15 days thereafter to comply with Architect's instructions the Society may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all cost incurred in connection therewith shall be recoverable from the developer by the Society on the certificate of the Architect as a debt or may be deducted by the society from his security deposit.

26. Inspection & Testing

The society and its Architect shall be entitled during the development to inspect, examine and test during execution of the contract, the materials and workmanship and check the progress of all works being carried out under the contract, on the site or otherwise. Such inspection, examination or testing shall not however, relieve the developer from any obligation under the contract.

27. Dates for Inspection & Testing

The Developer shall decide as per mutual convenience of society and its Architect the date and the place at which any work will be ready for testing and inspection and Report of inspection and testing and its copies in respect of the test and inspection shall be signed by the Developer, society and Architect.

28. Facilities for testing and inspection

Where the developer provides for test on the premises of the developer or of any sub-contractor of the developer or any other place, he shall provide such assistance, labour, materials, electricity, fuel stores, apparatus and instruments as may be requisite and as may be reasonably necessary to carry out such tests and inspection efficiently.

29. Rejection

If after carrying out inspection, examination or test of the works, the Architect may decide as to which material is defective or not in accordance with the contract, and he shall notify the developer accordingly stating in writing his objection and reasons therefore. The developer shall promptly make good the defect or ensure that the material complies with the contract specifications. If required by the Architect, the tests and inspection shall be repeated under the same terms and conditions.

30. Delivery of Material & Equipment

No materials shall be delivered to site until the Architect of the society shall have issued, in respect of such material, a certificate that the material has passed the inspection and tests as aforesaid.

31. Inspection & Testing and Re-inspection & Re-testing

All deficiencies revealed by testing and inspection shall be rectified by the developer at his own expense and to the satisfaction and approval of the society's Architect and rectified components shall be subject to re-testing and re-inspection.

32. Inspection Reports

The developer shall provide the Architect with two copies of reports of all inspections and tests.

33. Completion Certificate.

The works shall not be considered as complete until the society's Architect has certified in writing that they have been completed in all respect.

34. Defect Liability Period

The defect liability period shall commence from the date of obtaining Occupation Certificate for Society's buildings and as regards the sale components which may be constructed by the Developer, the society shall not in any manner whatsoever, be responsible or liable for any Defects or faults or inferior construction or any other defect liability whatsoever and the same shall be the responsibility of the Developers alone. Any defect, shortcomings, or other faults which may appear within the "Defects Liability Period", shall upon the intimation in writing which may be given by the society or the Architect, be attended promptly and in any case within a period of 15 days from the date of receipt of such intimation in writing and the same must be made good by the developer at his own cost and in case of default, the Society may employ and pay other persons to amend and make good such defects or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be borne by the developer and such damage, loss and expenses shall be recoverable from him by the Society or may be deducted by the Society from the security deposit in the hands of the Society.

Upon the Architect's Certificate in writing, money recoverable on this count as may be determined by the Architect shall be deductible from security deposit or otherwise. If in the event of this amount of recovery is more than the amount retained by the society under relevant clauses herein, the developer shall be liable to make good the deficit, failing which the society may adopt such proceedings as may be necessary. The developer shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any account by the Architect. The developer will not however, be responsible for defects arising out of fair wear & tear & damage caused by Society's personnel during the use of the building after being occupied by the members of the society.

35. Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of society and its Architect, the developer shall ensure that the following works shall have been completed to the satisfaction of society and its Architect : (a) clearing of the site by removal of all scaffolding, wiring, pipes, surplus materials, developer's labour, equipment and machinery (b) demolition, dismantle and removal of developer's all temporary site offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected, kept on the site or on any portion of the land allotted to the developer by the Society for the said purposes (c) removal of all rubbish, debris etc. from the site and the portions of the land allotted to the developer for such temporary works or site offices etc, and shall clear, level and clean the site to the entire satisfaction of the society and its Architect (d) shall ensure that the Society is put back in possession of the entire land of the society duly developed under the contract (e) the requisite Occupation Certificate shall have been obtained by the Developer from the concerned Authorities and (f) All defects / Imperfections if any, shall have been attended & rectified to full satisfaction of the society and its Architect during the defect liability period.

Unless the developer shall have fulfilled the provisions of this clause, the project works shall not be deemed to have been completed as contemplated under the contract. The society may seek a final Completion Certificate from its Architect, who shall issue the same upon being satisfied in that regard. This issuance of the final Completion Certificate shall be without prejudice of the Society's right and developer's liabilities under the contract, including the developer's liability for the Defect Liability Period nor shall the issuance of a final Completion Certificate be construed as waiver of any right or claim of the Society against the developer in respect of work or the works at the project site.

36. Insurance Policies

The developer shall be responsible for all injury or damage to any persons, animals or things, and for all damage to the assets and property of the society which may arise during the redevelopment works, whether attributable to the developer or any of his sub-contractor or any one else nominated by the sub-contractor or any of their employees, staff, labour etc. The liability under this clause shall cover also, inter-alia any damage to any structures, whether immediately adjacent to the project works or otherwise. Any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract due to the acts and/or omissions of the Developers and/or the sub-contractors, their staff, employees, agents, workmen etc, the developer shall indemnify and keep indemnified the Society and hold it harmless in respect of all such damages and costs, charges and expenses in that regard and also in respect of any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award of compensation or damage consequent upon such claims. The developer shall at his own expense, take out the requisite Insurance Policy and / or Policies in this regard and shall maintain the same throughout the redevelopment period till obtaining of the Occupation Certificate, provided that such insurance policy or policies shall be taken from such insurance company or companies as may be approved by the Society and that all such Policy and / or Policies shall be in the joint names of the Society and the developer **(the name of the society being placed first in the policy)** and such Policy or Policies must be deposited with the Society before commencing the Project works. **The minimum limit of the coverage under the policy shall be Rs. ----- per person for any one accident or occurrence and Rs.----- in respect of damage to property for any one accident or occurrence.** The developer shall also indemnify the Society against all claims if any be made upon the Society, whether under the Work men's Compensation Act or any other statute, law, rules or regulations in force, during the currency of this contract or at common law. The developer shall be responsible for any liability which may not be covered by the Insurance policies referred to above and also for all other damages to any person, animal or property or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The Developer shall reinstate all damage of every sort so as to do delivery of the whole of the Project works complete and perfect in every respect and so as to

make good or otherwise satisfy all claims for damage to property of society or property of third parties. The developer shall also indemnify and keep indemnified the Society against all claims which may be against the Society by any person in respect of anything which may arise in respect of the Project works or in consequence thereof.

The developer shall also indemnify and keep indemnified the Society against all costs charges or expenses arising out of any claims or proceedings relating to the project works and also in respect of any award of damage or compensation arising therefrom. Without prejudice to the other rights of the Society against developers in respect of such default, the Society shall be entitled to deduct from any sums payable to the developer, the amount or amounts of any damages, compensation costs, charges and other expenses which may have to be paid by the Society.

The developer shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy or policies taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. Without prejudice to his liability under this clause, the developer shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to be produced to the Society all such policies. The developer shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies contemplated in the clause are submitted to the society. In the event of failure of any sub-contractor to take out such a policy of insurance before commencing the works at the site, the same shall be a breach of this clause and besides that the developer shall also be responsible for any claim or damage attributable to the said sub-contractor.

37. Commencement of Work

The developers shall not commence the demolition & reconstruction process until and unless all the requisite permissions/ sanctions are obtained by them from the local authorities. Society members will vacate the premises only after receiving the Commencement Certificate and all other relevant approval from municipal and other concerned authorities/ Government.

38. Developer to be licensee

The Society shall within 45 days from the Architect's letter to commence the project works, give permission to the developer to commence and proceed with the redevelopment project work as a licensee at the site of construction and redevelopment, to enable to developer proceed with the construction of the project works in accordance with the terms hereof and the terms of the Agreement to be executed in pursuance hereof.

39. Time for Completion

The entire work is to be completed in all respects within the prescribed time limit of **42 months** from the date of Commencement of work on Site. Time is the essence of the contract and shall be strictly observed by the developer. However at the discretion of the Society, the time may be extended by a further period as may be necessary in the sole and absolute discretion of the society.

40. Rate of Progress

If the rate of progress of the project works or any part thereof be at any time be in the opinion or on the Architect, too slow to ensure the completion of the whole of the works by the prescribed time for completion, the Architect shall so notify to the developer in writing and the developer shall thereupon take such steps as may be necessary to expedite the progress so as to complete the works by the prescribed time for completion. All works at night (if any) shall be carried out without unreasonable noise and disturbance and with the approval of the Architect and in addition also with the approval of the local authority, if so applicable. The developer shall indemnify the Society from and against and liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands proceeding, costs, charges and expenses whatsoever in regard or in relation to such liability.

41. Programme of Works

41.1 Detailed Programme to be furnished - Within **36** days of the execution of Agreement, the Developer shall prepare and submit to the Society a detailed programme of works in the form of a Bar Chart / Mile Stone Network / Phase-wise Programme showing all activities & the Order of Procedure in which he proposes to carry out the entire project works. Within **15** days thereafter the Architect of the Society shall communicate to the Society their comments recommendations and on receipt of such communication from its Architects, the Society shall approve and communicate to the Developer the same.

The Developer shall evolve a mechanism to regularly monitor the progress of construction and shall report the same every month to the society and its Architects, accordingly.

41.2 Programme to be modified -If at any time if it appears to the Society and its Architect that the actual progress of the project works does not conform to the approved programme referred to in sub-clause (1) of this Clause, the Society may without prejudice to its rights call upon the developers to explain the delay and require the developers to produce a revised & detailed programme showing the modification to the original programme necessary to ensure the completion of the works within the time for completion as defined hereunder and / or in the Agreement, provided that the reasons / grounds necessitating such revision, shall be explained in writing by the Developer to the entire satisfaction of the Society.

41.3 Progress Report / Photograph -Two copies of MONTHLY detailed Progress Report showing the progress of individual activities of programme as achieved at site and being suitably marked on the approved network diagram, or as directed by the Society or its Architect, shall be provided by the Developer to the society and its Architects indicating the actual state of progress during the course of the Contract.

In addition, Two copies of coloured photographs in post card size showing important progress of the works, every month shall also be furnished by the Developer to the society and its Architects.

42. Bore-holes & Exploratory Excavation

If at any time during the execution of the works, the Society or its Architect shall require the Developer to make bore-holes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of relevant clauses in this Contract hereof in respect of such anticipation work.

43. Mines, minerals, Fossils, etc.

All mines, minerals, fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest which may be discovered on the site of the project works shall be deemed to be the absolute property of the Society and the Developer shall take all reasonable precaution to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately upon discovery thereof intimate the same to the society.

44. Developer to search defects

The Developer shall, if required by the Architect of the society in writing, search, test as shall be necessary to determine the cause of any defect, imperfection or fault. Such search must be done under the directions of the Society or its Architect.

45. Interference with traffic and adjoining properties

All operations necessary for the execution of the re-development project works and for the constructions of any Temporary works shall be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupations of public or private roads and footpaths or to or of any adjoining properties. The developer shall indemnify the Society in respect of all claims, demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matters.

46. Clearance of Site

46.1 Developer to keep site clear - During the progress of the works the developer shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose of any constructions plant and surplus materials and clear away and remove from the site any wreckage rubbish or temporary works which are no longer required.

46.2 Clearance of site on completion. - On the completion of the works the developer shall clear away and remove from the site all constructional plant, surplus materials rubbish and temporary works of every kind and leave the whole of the site and works neat and clean and in a workmanlike condition to the full satisfaction of the society and its Architect / local authorities not later than **15** days from the date of handing over possession of the premises to all the members of the society and / or from the date of virtual completion of the works or by such other date as may be fixed by the society.

47. Power, Water & other facilities

47.1 The developer shall make his own arrangements for the supply of good quality potable water and all charges for water to be used in construction, shall be borne by him. If Municipal water is not available and should it become necessary for developer to use bore wells for construction purposes or to bring water from outside by tankers, the developer shall do so, at his own costs.

47.2 The developer shall have to make his own arrangement to obtain electricity and other power connections and maintain at his own expenses and efficient service of electric light and power and shall pay for the electricity consumed during the entire period of construction till its final completion. The Society as well as the Architect shall give all possible assistance to the developer to obtain the requisite permission from the various authorities, but the responsibility and costs for obtaining the same shall be that of the developer.

47.3 Supply of drinking Water – The Developer shall having regard to local condition provide on the site to the satisfaction of the Architect an adequate supply of drinking and other water from the use of the developer's staff, workman, Architect's staff.

47.4 The developer shall ensure that in no circumstances the existing/available facilities of water supply, electric supply and plumbing, drainage and sewerage etc. of adjoining property are adversely affected or disconnected in any manner whatsoever, till the completion of the project & thereafter.

47.5 The developer has to bear the expenses for disconnection and re connection of the existing electricity, telephones, water, piped gas, satellite TV services etc. and also for providing new installations, connections and meters for those services to flats and other required areas in the new building/s to be constructed by him including provision of substation (or relocation of existing substation, if any) if required.

47.6 In the event of any outbreak of illness of an epidemic nature the developer shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

47.7 Disorderly Conducts – The Developer shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his or his sub-contractor's employees and for the preservation of peace and protection of persons and property in the neighbourhood of the project work site against the same but the developer shall not interface with member of any authorized police force who shall have free and undisputed access at all times to any part of the works in the execution of their duties.

47.8 The Developer shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Society and its Architect. The developer shall also report such accident to the competent authority wherever such report is required to be lodged by law and take appropriate actions thereof.

47.9 The Developer shall in respect of all persons employed by him for the execution of the contract, pay rates or wages, emoluments and expenses and observe hours and conditions of labour laws and the Developers agree to indemnify and keep indemnified the Society in this regard.

47.10. All disputes involving interpretation, specification, execution shall be settled amicably with mutual discussion or if not will be subject to legal jurisdiction in Thane only.

SPECIAL CONDITIONS AND REQUIREMENTS OF THE CONTRACT

Without prejudice to the generality of the general terms and conditions mentioned heretobefore, and without prejudice to the guidelines and detailed requirements mentioned hereinbelow, the following special conditions of the contract shall govern all the aspects of the Re-development work. The tenderer should note that these special conditions and requirement of the contract are supplemental to the general terms and will have the same binding force in so far as the execution of the work envisaged in the contract.

1. Location & brief Information of Site :

The RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED, PARSIK, KALWA-THANE (hereinafter called as **“the Society”**) is hereby inviting the Tenders for the proposed re-development of the Society property in actual possession of the society, being all those pieces and or parcels of land, hereditaments and premises bearing C.T.S. No. 32 admeasuring about 10179.50 sq. meters, situated at village Parsik, Kalwa- Thane, having boundaries as under:

On or towards North - Viraj Tower

South - 90 feet Road

East - Kishor Park

West - Galaxy Tower

Owners : RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED

Status : Registered Co-operative Housing Society on free hold land.

No. of Members : 281 Nos (Residential)

2. Special requirements and conditions for the tenderer :

- i. The Developer must not have any ongoing litigation related to building construction and administration.
- ii. The Developer shall be capable of self-funding the expenses required for obtaining the entire Municipal sanction of the project. No loans shall be availed against the existing land or the 281 member flats.
- iii. The Developer shall mandatorily provide surface parking (Podium) facilities for all existing members.
- iv. The construction quality shall strictly adhere to prescribed standards. Additionally, the Developer shall propose a classical-style elevation for facade on all four plots.
- v. The Developer must have successfully completed a minimum of 1,50,00,000 sq. ft. of construction in order to qualify for participation in the tender process.

- vi. The Development Agreement shall be executed by the Society.
- vii. The Developer shall provide amenities including, but not limited to, a Community Hall, Society Office, Security Cabin, Clubhouse, Temple, Modern Gymnasium, and landscaped Garden area. The specifications and areas of these amenities shall be clearly stated in the Developer's proposal.
- viii. All plots shall be developed simultaneously. The Developer shall comply with all Redevelopment Rules and Regulations as stipulated under RERA.
- ix. The Building Design shall be subject to the Society's approval prior to submission for Municipal sanction.

3. Scheme of re-development :-

The proposed Re-development may be carried out from amongst the best of the applicable schemes and the final decision as to which would be the best and / or the most viable scheme shall rest with the Society alone, whose decision in that regard shall be final and binding on the Developer.

The Tenderers shall be entitled to give their offer under one OR more schemes.

The following compliances as specified in the Tender Form must be made by the Developer, viz :-

- (A) Earnest money to be deposited with the society
- (B) Interest free Security Deposit to be kept with the society, till two years after obtaining of the Occupation Certificate
- (C) Bank Guarantee to be issued by a Nationalized Bank in favour of the society 20% of Construction cost.
- (D) Performance Guarantee to be issued in favour of the society in the sum of Rs. 200,00,000/- (Rupees Two Crore only) for 2 yrs to be refunded interest free. However, any expenditure incurred on the rectification work carried out by the Society in the Defect Liability period shall be deducted from the said amount.

4. Drawings :

The drawings accompanying the tender are intended for limited purpose only to enable the Developer to understand and assess the extent and scope of the re-development project work in preparing his own drawings to meet the requirement of the Society and Developer shall submit his drawings and specifications for consideration and approval by the Society. The actual work shall not vary from the approved specifications and drawings, save in so far as the same may be varied by the Society and its Architect in writing. On any question as to the specifications and drawings, the decision of the Society and its Architect shall be final and binding on the Developers. If at any time it is noticed that the Development work is being

carried out not in compliance with the approved drawings and / or the Sanctioned Plans, the Developers shall forthwith remedy the same, provided always that any corrective action cannot afford any ground for Developers to demand extension in the prescribed time for the completion of the re-development project work, contemplated under the terms hereof.

5. Scope of work :

Carpet Area and the consideration amount to be offered by the Developer:

5.1. The Developer shall provide free of cost, to each of the **281 members** of the society a residential self contained flat carpet area as per annexure A.

5.2 Every building to be constructed for the members of the society shall be provided with amenities, mentioned in the “Technical Specification and List of Amenities”.

5.3 The quality of the construction would be ‘A’ Class with latest amenities/ facilities. The developer shall mention all details with specifications of amenities along with his offer / bid. The aesthetics, designing, quality of construction and structural stability of the Society’s buildings and that of those constructed on saleable component for inducing outside purchasers shall be at par.

5.4 In addition to the area offered free of cost by the Developer as mentioned above, to each of the individual Society members, the developer shall pay to the society minimum **Rs. _____/- (_____ Only)** towards “**Consideration amount / Corpus fund**” Society on the basis of the Scheme for re-development, to be employed by the successful bidder.

5.5. Any increase in permissible F.S.I., TDR & corresponding benefits will be at sole discretion of society and members.-In the event of any increase in permissible FSI and / or TDR during the course of work, corresponding benefits will be shared with the developer as per the terms and conditions and in manner decided by the Society and will be detailed out in the development agreement with the developer. However, in the event of increase of any FSI/TDR after completion of the work, the Developer shall have no rights whatsoever on the increased FSI/TDR.

5.6. The additional FSI and the TDR of the plots as permissible by TMC is to be purchased by the developer at his cost, in the name of Society and the plans submitted to TMC for 1st approval shall include such additional FSI/TDR (Plans for utilization of additional FSI/TDR shall not be submitted as amended plans at a later stage).

6 . Bank Guarantee

The developer shall submit at the time of execution of agreement, en-cashable **BANK GURANTEE from any Nationalized Bank, which shall be equivalent to 20 % of the total construction cost,** valid for the period of 3 years or till receipt of Occupation Certificated from TMC whichever is later. This shall be released on submission of occupation certificate from TMC & on submission of performance

guarantee as below. The percentage of Bank Guarantee may be decided/ amended by the society at the time of signing of development agreement as may be found absolutely necessary based on the type of scheme society agrees and expedient to do so in the sole and absolute discretion of the society. Society reserves its right to consider the final amount of bank guarantee.

7. Performance Guarantee

On submission of Occupation Certificate, the developer will give performance Bank Guarantee of as defect liability for two years after obtaining Occupancy certificate. The performance Bank Guarantee shall be released only after satisfactory completion of Defects Liability period of 2 years. In the event of failure on the part of the Developer, the society is entitled to levy penalty on the developer and encash the Bank Guarantee to cover the cost accrued along with 18% interest on the cost borne by the society.

The society shall submit individual consent in the form of declaration from members at the time of execution of the development agreement.

8. Deposit, Rent & Brokerage

The developer shall provide alternative accommodation equivalent to existing area, or pay refundable Deposit + Rent + Brokerage as per the prevailing rate to each existing member of the society from the date of handing over the premises by the member for demolition till one month after giving possession of the newly constructed and ready for occupation of the flat to the said member (After Occupation Certificate is issued by TMC).

The rent per month should be calculated on the basis of occupied or tender carpet area @ **Rs.____/- per sq.ft** and shall be paid to each member till the time they are re-housed in their new flats. Rent shall be escalated by 10% on YOY basis till one month after giving possession of the newly constructed and ready for occupation of the flat to the said member

An advance rent of agreed amount as per prevailing rate per month towards the alternative accommodation is required to be given for the period of 48 months or till receipt of occupation certificate whichever is later shall be paid to each member of the society and post dated cheques (PDC) for the above period shall be handed over at the time of agreement. The developer will pay the agreed deposit for the alternate accommodation as well the agreed brokerage to each member.

9. Shifting Charges

The developer shall pay shifting charges to each member to compensate the expense of removing their effects while moving out before demolition and moving in on getting possession of the new flats. **The developer shall pay minimum of Rs.20000/- to each member towards to & from transportation charges for shifting personnel effects.**

10. Parking

The developer shall provide minimum one car parking space irrespective of Thane Municipal Corporation norms or more car-parking spaces if required as per Thane Municipal Corporation norms & one 2 wheeler parking space free of cost to each of 281 existing flat members of the society in Stilts/Podium/ Basement as per design.

11. Society's Office :

Society Office with attached toilet thereto with all necessary fixtures and fittings is to be constructed by the Developer admeasuring carpet area and allotted to the society, on ownership basis, free of cost.

12. Construction of Club House :

The developer shall provide Fitness Center having minimumsq.mts carpet area (If design and consumption of FSI permit's) FREE OF COST on ownership basis. This Fitness Center will be available for use and benefits of all the members of society alone.

13. Saleable components to be constructed by the Developer :-

The entire layout is to be prepared and to be got approved from the Society before submission of Plans to TMC and / or other Authorities for their approval.

14. Provision of water, electricity and other essential facilities for all members of society :

Underground water tank (capacity, number and location to be approved by the TMC and other concerned Authorities) electrical sub-station, street lights, water / sewage, telephone, Gas, T.V. / cable line, storm water drains, compound wall, entrance / exit gates, security cabin shall be provided/ constructed by the Developers, provided that the same shall be pre-approved by the society and shall be constructed as per and in accordance with the Plans and specifications to be sanctioned by TMC and other concerned Authorities.

15. Inspection of Site by Developer:

Before submitting the tender, the developer shall visit and inspect the site offered for re-development project, its situation, condition and shall satisfy himself as to the nature thereof including existing roads, soil conditions, access, area of the land, development potential etc, and shall obtain his own assessment on all matters having bearing on commencement and completion of the entire re-development work, to the satisfaction of the society as per the terms and conditions of the tender documents and the Agreement and other documents to be executed in pursuance thereof. No grievance of any nature whatsoever or grounds or insufficient information in this regard will be entertained by the society. If in the

opinion of the developer such inspection is not free from any doubts, he shall bring it to the notice of the Society and its Architect well in advance before the last date of submission of the tender.

16. Safety:

During the continuance of work at any point of time till final completion of work, the Developer shall properly cover up and protect the Society Property and persons from injury, exposure to weather and shall take reasonable, proper and timely precaution against probable accidents or injury to the same. In the event of his failure in this regard, the Developers be liable and answerable for any injury, damage that may be caused to any person or to any property of the Society occasioned by the negligence on the part of the Developer, the sub-contractors, other agencies employed by them or any of them and their staff, employees, labour etc.

17. Damage to adjacent Structures / Property:

The Developer shall be responsible for any loss or damage that may be caused as a result of construction activity to the adjacent structures or properties and the Developer shall be bound to make good the loss or damage caused as may be decided by the Society in consultation with its Architects and the Society will be entitled to recover the same from the Developer and such decision of the Society in consultation with Architect shall be final and binding on the Developers.

18. Procurement of Quality Material

All construction materials, constructional tools, plant and machinery such as electricity / mechanically operated concrete mixers, weigh batchers, vibrators, hoists, compressors, paving and concrete cutters, pumps, pipes, sheets etc. required for the work shall be procured by the Developer to the satisfaction of the Architect of the Society. No excuse in this regard for delay, if any, which may take place in procurement shall be accepted by the society.

A separate quality control Consultant/ Supervisor may be appointed by the society. The Developer shall get all the stages of construction approved from the said Consultant/ Supervisor from time to time. The developer shall bear the fees/salary of the said Consultant/ Supervisor and the cost of quality control tests prescribed by the said consultant/supervisor.

19. Temporary Accommodation for Staff and Workmen:

The developer will make his own arrangements for the temporary housing of his staff and workers at site, only to the extent as may essentially be required for remaining present on the site for construction purposes. Such temporary accommodation is to be provided on a portion to be allotted to the Developer by

the Society in consultation with its Architect. The entire property of the society shall be duly fenced by the Developers at its own costs and such temporary accommodation to workmen etc, shall be within such fencing only. Such temporary accommodation will be provided with toilets, water supply for drinking and sanitary purpose and other associated basic amenities, at his cost, which shall all be removed immediately upon the completion of the project.

The Developer shall make his own arrangement for safety and security of his men and material and machinery lying at site. The Society shall not be responsible or liable for any loss suffered by the Developer in this regard. It shall be compulsory on the part of the Developer to provide photo identity cards to his workers as also the workers of all his sub-contractors (including casual daily rated workers / employees). Such workers should be able to establish their identity and purpose of presence by providing the ID cards, when called upon to do so by the Society.

The temporary accommodation arrangement provided by the Developer shall remain at all times clean and disinfected. The developer shall construct, at his own cost, common W.C./ Urinal for the use by their personnel and staff. He shall ensure regular maintenance of the same to keep it neat & clean.

On completion of the contract, the Developer shall remove all huts, structures, sheds used for such accommodation and housing and shall disinfect the ground after cleaning and clearing all debris.

All possible help will be given by the Society for providing **different areas of plot** for site office of the Developer's stores, labour camp, materials stacking yards etc. and shifting thereof shall be avoided as far as possible PROVIDED ALWAYS no compensation will be claimed by the Developer in the event if shifting is required to be made for inevitable and genuine reasons.

20. Approach to Work Site:

The Developer shall if necessary, make his own arrangements for the necessary approach / way to the site at his cost to be used for transport of machinery and stores and materials required at the site.

Existing trees shall remain as far as possible in tact, undisturbed except when such trees are to be uprooted / shifted at some other convenient place elsewhere on the plot, for which the Developer shall at his own costs, obtain required permission from the competent local statutory authority. The Society shall not be responsible for any lapse on this count.

- 21.** Documents and certificates related to Warranty and Guarantee towards the fixtures, lift, mechanical parking system if provided, Generator, other equipment's, waterproofing, penalty charges etc. shall be handed over to the Society along with the Occupancy Certificate by the developer. The developer shall comply with all the specifications mentioned in Annexure C & D and the developer shall be solely responsible for quality and timely delivery of the project. The developer shall not sub-let or lease out or hand over the contract or agreement with any other third

party without written consent of the Consultant & Society and shall not transfer his rights under the development agreement in any manner whatsoever.

22. General:

The scope of the development work envisaged here under will include but shall not be limited to the following items, provided that no costs whatsoever, in this regard or otherwise howsoever, shall be borne by the Society.

- i. Cost of total construction including all projections, niches etc as per approved plans and specifications of materials including plumbing, sanitation, electrical work, lift etc.
- ii. Cost towards handing over D.P. Road to TMC if any, and obtaining benefit of D.P. Road and set back area etc.
- iii. The cost of obtaining the necessary sanctions, NOCs, approvals along with all official and incidental charges including approval from TMC, N A Permission, ULC, or any such other approval as applicable from time to time.
- iv. Payment of all kinds of premium, fees, penalties to Municipal Corporation and/or any Government Authorities for FSI in lieu of stair case / common passage, flower bed/ lift well / water connection / sewerage connection, vacant land tax etc.
- v. The developer shall bear the maintenance charges and taxes to be paid to municipal and other authorities for the existing and newly built flats from the date of handing over the premises for the demolition by the society members till one month after giving the newly constructed and ready for occupation flat to the society members after obtaining Occupation Certificate from TMC.
- vi. The developer shall pay regular maintenance charges and property tax to the society for all unsold flats / shops after obtaining Occupation Certificate from TMC.
- vii. Any other charges including all refundable deposits which will be in the name of the society, payable to any of the statutory authorities by developer will be repaid if and when received by the Society
- viii. Cost of demolition of existing building and removal of debris
- ix. Cost towards purchase and utilisation of TDR

Cost towards any other charges / fees regarding other connected departments pertaining to the re-development work or other incidental work there to i.e. City Survey, Civil Aviation Department, Railway, Fire Brigade, any other statutory authorities etc.
- x. All expenses including incidental expenses related to the development of the project are to be borne by the developer. And also the fees of any Architect/ Technical Consultant/ legal advisor or any other consultant appointed by the

society are to be borne by the developer. It may be clearly understood that in addition to the professional fees, Service tax payable to the government as per the prevailing rules by various professionals shall be borne by the Offerer/Developer.

- xi. The cost of development agreement including stamp duty and registration charges, legal charges etc. to be borne by the Developer, in addition to the cost of agreements with individual members regarding stamp duty and registration charges, VAT, Service Tax, LBT, legal charges or any variation in taxes & duties, GST or any other Taxes by Government and Thane Municipal Corporation etc. for agreements with individual members.
- xii. The developer shall not get into any agreement or understanding for displays or hoardings or with any mobile or communication tower in the premises of Society or any advertising material displayed on Society.
- xiii. The developer shall submit his offer based on the above parameters and quote the amount of compensation to be paid to each existing member at the time of agreement itself.
- xiv. All the construction costs including cost of building materials, transportation, Insurance and salaries etc. payable to the workmen and other persons employed for the purpose of carrying out the construction work.
- xv. Cost of Electricity and water for construction and labour.
- xvi. All expenses including incidental expenses related to the development of the project are to be borne by the developer.
- xvii. All kinds of insurance premium (including premium payable for employees, laborers, workers etc.), municipal taxes, stamp duty charges and deposits as required for sanctioning and execution of development proposal by local & other govt. authorities. All expenses in case any litigation takes place against society in the execution of the development agreement.
- xviii. All taxes payable to TMC/Government including octroi, LBT, VAT, GST Service Tax, Sales Tax, NA Tax, Vacant land Tax or any other tax as may be applicable from time to time.
- xix. Any other costs, charges and expenses necessary for and/or incidental to the redevelopment project work.
- xx. Cost of various amenities using specified material.
- xxi. Professional fees of all such consultants that are appointed by developer separately for his convenience including security.
- xxii. Professional fees of all such consultants that are appointed by the Society including Architect, PMC, Structural consultant, Legal Solicitors etc. for the

redevelopment purpose, including reimbursement of professional fees borne by the Society till appointment of the Developer.

- xxiii. Cost of TDR deduction and related expenses to be incurred at TMC.
- xxiv. Cost of all approvals that include Building Commencement Certificate, Occupancy Certificate, Building Completion Certificate including scrutiny fees, deposits etc. which are required to be paid to the TMC and other Govt. departments.
- xxv. Any other incidental expenses.
- xxvi. Contingencies

ANNEXURE A – Details of EXISTING CARPET AREA FOR SOCIETY MEMBERS

ANNEXURE - B - DETAILS OF PLOT AREA

ANNEXURE – C - LIST OF SPECIFICATIONS

ANNEXURE - A

EXISTING CARPET AREA FOR SOCIETY MEMBERS

CARPET AREA STATEMENT SUMMARY (PLOT A)

| | | |
|------------------------------------|----|---------------|
| EXISTING CARPET AS PER MEASUREMENT | | 440 |
| PLOT A | A1 | 20 |
| | A2 | 20 |
| | A3 | 20 |
| | A4 | 15 |
| TOTAL NO. OF MEMBERS | | 75 |
| TOTAL CARPET AREA | | 33,000 |

CARPET AREA STATEMENT SUMMARY (PLOT B)

| | | | |
|------------------------------------|----|---------------|---------------|
| EXISTING CARPET AS PER MEASUREMENT | | 440 | 510 |
| PLOT B | B1 | 20 | - |
| | B2 | 20 | - |
| | B3 | 20 | - |
| | B4 | - | 20 |
| TOTAL NO. OF MEMBERS | | 60 | 20 |
| TOTAL CARPET AREA | | 26,400 | 10,200 |

CARPET AREA STATEMENT SUMMARY (PLOT C)

| | | | | |
|------------------------------------|----|---------------|---------------|---------------|
| EXISTING CARPET AS PER MEASUREMENT | | 318 | 440 | 510 |
| PLOT C | C1 | 20 | - | - |
| | C2 | 20 | - | - |
| | C3 | - | - | 20 |
| | C4 | - | 20 | - |
| | C5 | - | 26 | - |
| TOTAL NO. OF MEMBERS | | 40 | 46 | 20 |
| TOTAL CARPET AREA | | 12,720 | 20,240 | 10,200 |

CARPET AREA STATEMENT SUMMARY (PLOT D)

| | | | |
|------------------------------------|----|-------------|-------------|
| EXISTING CARPET AS PER MEASUREMENT | | 440 | 510 |
| PLOT D | D1 | 10 | 10 |
| TOTAL NO. OF MEMBERS | | 10 | 10 |
| TOTAL CARPET AREA | | 4400 | 5100 |

ANNEXURE - B

DETAILS OF PLOT

2

महाराष्ट्र शासन

मालमत्ता पत्रक

032

| | | |
|--------------------|--------------------------------|--|
| गाव/पैठ : पारसिक | तालुका/न.मु.का. : न.मु.अ. ठाणे | जिल्हा : ठाणे |
| नगर भुमापन क्रमांक | शिट नंबर | प्लॉट नंबर |
| 32 | | 93649.42 |
| क्षेत्र चौ.मी. | धारणाधिकार | शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ |
| | क | |

| | |
|-------------|----------------------------|
| सुविधाधिकार | हक्काचा मुळ धारक H |
| वर्ष: 2004 | रघुकुल को.ऑ.हौ.सोसायटी लि. |
| पट्टेदार | |
| इतर भार | |
| इतर शेर | |

| दिनांक | व्यवहार | खंड क्रमांक | नविन धारक(घा) पट्टेदार(पा) किंवा भार | साक्षात्कन |
|------------|--|-------------|--------------------------------------|---|
| 29/06/2014 | मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (महाराष्ट्र राज्य) पुणे यांचेकडील परिपत्रक क्र.न.मु. 9 / सि. प. / अक्षरी नोंद / 2014 पुणे दि. 16/2/2014 अन्वये मिळकत पत्रिकेवरील नमुद क्षेत्राची अभिलेखावरून खात्री करून सदर मिळकतीचे अक्षरी क्षेत्र तेरा हजार सहाशे एकोणसाठ पूर्णांक व्यापारी शतांश मात्र चौ.मी.अशी नोंद केली. | | | फेरफार क्र. 9C प्रमाणे सही- 29/06/2014 न.मु.अ. ठाणे |

हे मालमत्ता पत्रक डिजिटली सत्यता केलेले आहे

हि मिळकत पत्रिका (दिनांक 16/2/2020 12:00:00 AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक 2/2/2022 4:38:06 PM
वेधता पडताळणी साठी <http://aapleabhiikh.mahabhumi.gov.in/DSLRF/propertycard> या संकेत स्थळावर जाऊन 299690009908496 हा क्रमांक वापरावा.





| | |
|-------------------------------------|----------------|
| Plot Area (as per PR Card) | 13659.82 Sq.m. |
| Plot Area (excluding road deducted) | 10179.50 Sq.m. |
| Area not in possession | 280.47 Sq.m. |
| Permissible BUA | 55785.34 Sq.m. |

Please find enclosed FSI SCHEME:

(1.10-basic FSI + 1.15-TDR + 0.50-Premium + 30 Years old bldg benefit + 5% Green Bldg FSI)

| PROFORMA FOR RAGHUKUL CHS, C.T.S No. 32, Village- Parsik, Taluka- Thane (PLOT A) | | | | |
|---|--|---------|-----------|--------|
| 1 | (A) AREA AS PER PREVIOUS SANCTION | | 2627 | sq.mt. |
| 2 | Deduction for Subplot | | | |
| | Area Under Road | | 0.00 | |
| | Area not in possession | | 175.90 | |
| 3 | Net Area of Plot | | 2451.10 | sq.mt. |
| 4 | Total FSI 1.1 | | 3267.58 | sq.mt. |
| | EXITING BUA AS PER SANCTION PLAN = 3267.58 SQ.M) | | | |
| | BASIC FSI AS PER NET PLOT AREA 1.10 FSI= 2889.70 SQ.M. As per reg. 7.5 in UDCPR - Considering whichever is more. Hence, 3267.58 SQ.M AS BASIC FSI. | | | |
| 5 | ADDITION FOR (TDR) | | | |
| | ROAD WIDTH (AS PER DP) | 25.00 | | mt. |
| | 115% PERMISSIBLE T.D.R. OF (2451.10 X 115 % = 2818.77 SQ.MT.) | 2818.77 | | sq.mt. |
| | 30% SLUM T.D.R. OF (2818.77 X 30% = 845.63 SQ.MT.) | | 845.63 | |
| | 70% REGULAR T.D.R. OF (2818.77 X 70% = 1973.14 SQ.MT.) | | 1973.14 | sq.mt. |
| 6 | ADDITION FOR (PREMIUM)50% AS PER UDCPR (2451.10 X 50% = 1225.55 SQ.MT.) | | 1225.55 | sq.mt. |
| 7 | 5% GREEN BUILDING FSI | | 163.38 | sq.mt. |
| 8 | ADDITION FOR (30YRS OLD BLDG BENIFIT)50% OF EXIST. AREA AS PER OLD SANCTION (BUA= 3267.58 SQ.M.) (3267.58 X 50% = 1633.79 SQ.MT.) | | 1633.79 | sq.mt. |
| 9 | Total Permissible BUA (4+5+6+7+8) | | 9109.06 | sq.mt. |
| | RESIDENTIAL PROPOSED | | 8709.06 | |
| 10 | Ancillary FSI 60% | | 5225.44 | sq.mt. |
| | COMMERCIAL PROPOSED | | 400.00 | |
| 11 | Ancillary FSI 80% | | 320.00 | sq.mt. |
| 12 | Total Permissible BUA (9+10+11) | | 14654.50 | sq.mt. |
| | | | 157741.06 | sq.ft |

| PROFORMA FOR RAGHUKUL CHS , C.T.S No. 32, Village- Parsik, Taluka- Thane (PLOT B) | | | | |
|--|---|---------|----------|--------|
| 1 | (A) AREA AS PER PREVIOUS SANCTION | | 2933 | sq.mt. |
| | | | | |
| 2 | Deduction for Subplot | | 0.00 | sq.mt. |
| | Area Under Road | | 0.00 | sq.mt. |
| | Area not in possession | | 0.00 | |
| | | | | |
| 3 | Net Area of Plot | | 2933.00 | sq.mt. |
| | | | | |
| 4 | Total FSI 1.1 | | 3504.97 | sq.mt. |
| | EXITING BUA AS PER SANCTION PLAN = 3504.97 SQ.M) | | | |
| | BASIC FSI AS PER NET PLOT AREAX 1.10 FSI= 3226.30 SQ.M. As per reg. 7.5 in UDCPR - Considering whichever is more. Hence, 3504.97 SQ.M AS BASIC FSI. | | | |
| | | | | |
| 5 | ADDITION FOR (TDR) | | | |
| | ROAD WIDTH (AS PER DP) | 25.00 | | mt. |
| | 115% PERMISSIBLE T.D.R. OF (2933 X 115 % = 3372.95 SQ.MT.) | 3372.95 | | sq.mt. |
| | 30% SLUM T.D.R. OF (3372.95 X 30% = 1011.89 SQ.MT.) | | 1011.89 | |
| | 70% REGULAR T.D.R. OF (3372.95 X 70% = 2361.07 SQ.MT.) | | 2361.07 | sq.mt. |
| | | | | |
| 6 | ADDITION FOR (PREMIUM)50% AS PER UDCPR (2933 X 50% = 1466.50 SQ.MT.) | | 1466.50 | sq.mt. |
| | | | | |
| 7 | 5% GREEN BUILDING FSI | | 175.25 | sq.mt. |
| | | | | |
| 8 | ADDITION FOR (30YRS OLD BLDG BENIFIT)50% OF EXIST. AREA AS PER OLD SANCTION (BUA= 3504.97 SQ.M.) (3504.97 X 50% = 1752.49 SQ.MT.) | | 1752.49 | sq.mt. |
| | | | | |
| 9 | Total Permissible BUA (4+5+6+7+8) | | 10272.1 | sq.mt. |
| | RESIDENTIAL PROPOSED | | 9522.15 | |
| 10 | Ancillary FSI 60% | | 5713.29 | sq.mt. |
| | | | | |
| | COMMERCIAL PROPOSED | | 750.00 | |
| 11 | Ancillary FSI 80% | | 600.00 | sq.mt. |
| | | | | |
| 12 | Total Permissible BUA (9+10+11) | | 16585.45 | sq.mt. |
| | | | 178525.7 | sq.ft |

| PROFORMA FOR RAGHUKUL CHS, C.T.S No. 32, Village- Parsik, Taluka- Thane (PLOT C) | | | | |
|---|---|---------|-----------|--------|
| 1 | (A) AREA AS PER PREVIOUS SANCTION | | 3647.5 | sq.mt. |
| 2 | Deduction for Subplot | | 0.00 | sq.mt. |
| | Area Under Road | | 0.00 | sq.mt. |
| | Area not in possession | | 0.00 | |
| 3 | Net Area of Plot | | 3647.50 | sq.mt. |
| 4 | Total FSI 1.1 | | 4012.25 | sq.mt. |
| | EXITING BUA AS PER SANCTION PLAN = 4012.25 SQ.M) | | | |
| | BASIC FSI AS PER NET PLOT AREA 1.10 FSI= 4012.25 SQ.M. | | | |
| | As per reg. 7.5 in UDCPR - Considering whichever is more. | | | |
| | Hence, 4012.25 SQ.M AS BASIC FSI. | | | |
| 5 | ADDITION FOR (TDR) | | | |
| | ROAD WIDTH (AS PER DP) | 25.00 | | mt. |
| | 115% PERMISSIBLE T.D.R. OF (3647.50 X 115 % = 4194.63 SQ.MT.) | 4194.63 | | sq.mt. |
| | 30% SLUM T.D.R. OF (4194.63 X 30% = 1258.39 SQ.MT.) | | 1258.39 | |
| | 70% REGULAR T.D.R. OF (4198.63 X 70% = 2936.24 SQ.MT.) | | 2936.24 | sq.mt. |
| 6 | ADDITION FOR (PREMIUM)50% AS PER UDCPR (3647.50 X 50% = 1823.75 SQ.MT.) | | 1823.75 | sq.mt. |
| 7 | 5% GREEN BUILDING FSI | | 200.61 | sq.mt. |
| 8 | ADDITION FOR (30YRS OLD BLDG BENIFIT)50% OF EXIST. AREA AS PER OLD SANCTION (BUA= 4012.25 SQ.M.) (4012.25 X 50% = 2006.13 SQ.MT.) | | 2006.13 | sq.mt. |
| 9 | Total Permissible BUA (4+5+6+7+8) | | 12237.36 | sq.mt. |
| | RESIDENTIAL PROPOSED | | 11137.36 | |
| 10 | Ancillary FSI 60% | | 6682.42 | sq.mt. |
| | COMMERCIAL PROPOSED | | 1100.00 | |
| 11 | Ancillary FSI 80% | | 880.00 | sq.mt. |
| 12 | Total Permissible BUA (9+10+11) | | 19799.78 | sq.mt. |
| | | | 213124.83 | sq.ft |

| PROFORMA FOR RAGHUKUL CHS , C.T.S No. 32, Village- Parsik, Taluka- Thane (PLOT D) | | | | |
|--|---|--------|----------|--------|
| 1 | (A) AREA AS PER PREVIOUS SANCTION | | 972 | sq.mt. |
| 2 | Deduction for Subplot | | 0.00 | sq.mt. |
| | Area Under Road | | 0.00 | sq.mt. |
| | Area not in possession | | 104.57 | |
| 3 | Net Area of Plot | | 867.43 | sq.mt. |
| 4 | Total FSI 1.1 | | 970.00 | sq.mt. |
| | EXITING BUA AS PER SANCTION PLAN = 970 SQ.M) | | | |
| | BASIC FSI AS PER NET PLOT AREA X 1.10 FSI= 954.17 SQ.M. As per reg. 7.5 in UDCPR - Considering whichever is more. Hence, 970 SQ.M AS BASIC FSI. | | | |
| 5 | ADDITION FOR (TDR) | | | |
| | ROAD WIDTH (AS PER DP) | 25.00 | | mt. |
| | 115% PERMISSIBLE T.D.R. OF (867.43 X 115 % = 997.54 SQ.MT.) | 997.54 | | sq.mt. |
| | 30% SLUM T.D.R. OF (997.54 X 30% = 299.26 SQ.MT.) | | 299.26 | |
| | 70% REGULAR T.D.R. OF (997.54 X 70% = 698.28 SQ.MT.) | | 698.28 | sq.mt. |
| 6 | ADDITION FOR (PREMIUM)50% AS PER UDCPR (867.43 X 50% = 486 SQ.MT.) | | 433.72 | sq.mt. |
| 7 | 5% GREEN BUILDING FSI | | 48.50 | sq.mt. |
| 8 | ADDITION FOR (30YRS OLD BLDG BENIFIT)50% OF EXIST. AREA AS PER OLD SANCTION (BUA= 970 SQ.M.) (970 X 50% = 485 SQ.MT.) | | 485.00 | sq.mt. |
| 9 | Total Permissible BUA (4+5+6+7+8) | | 2934.76 | sq.mt. |
| | RESIDENTIAL PROPOSED | | 2684.76 | |
| 10 | Ancillary FSI 60% | | 1610.86 | sq.mt. |
| | COMMERCIAL PROPOSED | | 250.00 | |
| 11 | Ancillary FSI 80% | | 200.00 | sq.mt. |
| 12 | Total Permissible BUA (9+10+11) | | 4745.62 | sq.mt. |
| | | | 51081.80 | sq.ft |

ANNEXURE "C"

SPECIFICATIONS AND LIST OF AMENITIES

1. Floor to floor height – 3.05 M.
2. R.C.C. framed structure with external walls 6” thick brick/concrete blocks and internal 4” thick brick masonry walls/concrete blocks, exterior surfaces finished with spectrum / Renovo Synthetic resin plaster and internal surfaces with min. 12 mm thick sand plaster with neeru finish.
3. Entrance lobby with decorative marble for flooring and dado. Remaining stilt area shall have interlocking paver blocks.
4. Staircase risers, treads and landings in marble up to 1st floor and Kota stone from 1st floor onwards, with TW handrail for staircase. All risers and treads shall be in one piece with ½ inch nosing.
5. Flooring : 2’X 2’ Vitrified floor tiles (Marbonite / Kajaria / Nitco /Johnson).
6. Tile dado : Full height dado of Designer Ceramic glazed tiles of approved make and colour in all toilets and bathrooms with decorative border, and up to Ceiling height above kitchen platform. (Nitco/Kajaria / Johnson)
7. Sanitary ware : Hindustan / Neycer / Cera/ Kohler / Jaguar
8. Kitchen platform : Kadappa frame with Granite top and fascia and stainless steel sink. Service platform as per plans.
9. Plumbing : Concealed plumbing with CPVC pipes and ‘Jaquar’ C.P. fittings. Bathrooms and combined toilets to have hot and cold water piping with mixer and shower, and geyser point on loft.
10. Electricals : Concealed electrical wiring of ‘ISI Mark’ of Polycab make copper wire of approved gauge, with PVC junction boxes, P.V.C. conduits and Modular switches (L&T /Seimens). Light points to be provided as per electrical layout. Phone and TV cable points in Living room and bedrooms, wiring for inverter.
11. Heavy gauged Anodized Aluminium framed glazed windows with Black Granite cill with 1” series sections and 5 mm clear toughened float glass approved by architect, sliding, openable or louvered as per drawing, with handles, hinges, stoppers etc., of approved quality. French windows for living room. Extra track with Mosquito Net (S.S.). To provide Exhaust fans in toilet & kitchen windows.
12. Marble threshold for main door of each flat.
13. Main Door – T.W. framed, panelled door with french polish, with Godrej tri-level latch, Safety chain, handles, aldrop, tower bolt, hinges etc. of approved quality.

Other doors – Solid core flush doors in teak frames, with handles, aldrop, stopper, tower bolt, hinges etc., of approved quality.

Toilet doors : Moulded F.R.P./P.V.C. doors with handles, hinges, tower bolts etc., of approved quality; fitted on marble frame.

14. Lift of approved size and type (OTIS/Misubushi/Fujitek/KONE).
15. Paving of P.C.C. (plinth protection) around building as shown in drawing.
16. Compound wall and gates as per design
17. Terrace shall have water proofing with full brick coba finished with glazed tile chips in white cement.
18. All external surfaces shall have two coats of Water proof "Acrylic emulsion" paint finish of approved tint. Internal surfaces shall have colour wash. All wooden frames, doors shall be finished with approved quality enamel paint unless otherwise specified.
19. Split A/C slot provision for bedrooms & living rooms.
20. Common toilets at Ground floor for security/servants etc with electric locking facility.
21. Borewell with pump.
22. Rain water harvesting system for ground water recharge.
23. Security Cabin near gate as per design.
24. Anti-Termite Treatment in foundations.
25. Solar water heating system of 125 lt. capacity hot water per flat capacity with one connection per flat in master bedroom toilet.
26. Letter box, name plates, flat nos., name of society.
27. Diesel Generator for common lighting, lifts and pumps.
28. CCTV security system all around the building and in common lobbies.
29. Society office, Fitness Center with toilet facility (As per UDCPR Rules).
30. Necessary lighting arrangement will be provided all around the building.

Note :- The above list is indicative and not exhaustive.

LIST OF MAKES :

- 1.** Cement OPC 43 Gr. (Finishing works) Ultra Tech, Ambuja, ACC and Birla Super/53Gr (RCC Works).
- 2.** Masonry : 6" x 4" thick concrete block/bricks.
- 3.** Steel : Tested Certified Tor Steel, TMT, Sail or equivalent.
- 4.** Flooring in living room : Kajaria/Nitco/Marbonite, Naveen or Equivalent (approved by society).
- 5.** Granites slab 20 mm thick : Multi coloured Polished Granite/Quartz approved material by Society.
- 6.** Sand : River Origin approved by EIC (within permissible silt limit)
- 7.** Metal 1 & 2 Black Angular (Not flaky, non spotted)
- 8.** Waterproofing Compound : Patented water proofing compound Pidilite/Fixit
- 9.** Teak Wood : C. P. Teak wood.
- 10.** Veneer, Laminate : Greenlam, Anchor, Sundeek
- 11.** C.P. Teak Wood : Seasoned only
- 12.** Locks, Night Latch : Tri-level Godrej / Yale.
- 13.** Copper Wire : Polycab/Finolex
- 14.** Switches/Plugs : L&T / Seimens/Anchor
- 15.** PVC conduit 20 dia or as required : Circle / Arc / Diamond
- 16.** Light Fittings : Havels or Equivalent.
- 17.** C.I.Pipes : Neco or equivalent.
- 18.** PVC Pipes : Prince make only.
- 19.** Copper Pipes : 7mm Copper Pipes of Rajco brand/
Metal Export/Aston.
- 20.** G.I. Ball Valves : ISI make only.
- 21.** Aluminium Sections : Jindal only.
- 22.** Glass : Asahi or Saint Gobain in light green
tinted Glasses.

| | | |
|------------|---------------------------|--|
| 23. | Taps & Fittings | : Jaquar/Kohler/Grohe/TOTO (C.P.) |
| 24. | Exterior Paint | : Asian Paints |
| 25. | Acrylic Based Paint | : Asian Paints |
| 26. | Passenger lift | : Otis / Kone/Mitsubishi/Fujitek |
| 27. | Fire fighting | : As specified by TMC or Fire NOC if applicable |
| 28. | Intercom | : Intercom facilities with all members and security and society office with buzzer alarm with instruments. |
| 29. | Commercial Ply/Marine Ply | : Century 2000 only. |
| 30. | Hardware | : Godrej, Sorbit, Yale, Europa / EBCO. |
| 31. | Paver Block | : Conwood/Nitco |
| 32. | Sanitary Ware | : Hindustan/Parryware/Kohler/TOTO/Jaguar |
| 33. | Internal Paint | : ICI 3 in 1 in Nerolac/Asian Paints |
| 34. | White Cement | : J.K. Birla |

Note : All material samples with their test certificates needs to be submitted and attested and approved by the Society and Consultant.

ANNEXURE – D

RCC SPECIFICATIONS

- 1.** R.C.C. Framed structure with Earthquake Resistant Design confirming to IS 1893 and detailed as per IS 13920 for Zone III with floor to floor height of 3.15m (subject to availability of marginal open spaces and height restrictions as per D C Regulations)
- 2.** All site mixed concrete to be designed mix concrete as per IS – 456 requirement as directed by RCC Consultant.
- 3.** All Ready Mix Concrete wherever applicable, should be from reputed RMC supplier - Ultratech/ACC/ Equivalent with prior approval from RCC consultant.
- 4.** All steel should be from TATA, SAIL or JINDAL of FE 500 D grade.
- 5.** Testing of concrete and steel to be done as per relevant IS specifications (IS 456-2000).
- 6.** Mandatory water curing of all concrete members for 14 days.
- 7.** Use of GGBS and fly-ash to be explored with approval from Structural Consultant.
- 8.** Shuttering materials shall be 12mm plus broad for proper finish.
- 9.** The Developer shall use 16/18 gauge annealed binding wire and concrete cover blocks from the same grade, as the parent concrete.
- 10.** Joint of concrete block work and RCC to be provided with joint strengthening mesh.
- 11.** Repair to surface defects in concrete to be done using P.M.M. (Polymer Modified Mortar)
- 12.** Quality of water used for mixing and curing shall conform to the requirements given in the relevant codes of practice. Its fitness for mixing and curing shall be ascertained by carrying out chemical analysis. The test report shall be submitted to the PMC..
- 13.** All the materials including cement, steel, ready mix concrete (RMC), sand, aggregates, blocks, bricks etc. of approved standard and quality and required for the execution of work shall be brought by the Developer at his cost. If any material is found to be of unacceptable quality or not in accordance with the specifications, the Society/ PMC may reject the same. The Developer shall remove such rejected material from the Site immediately at his cost.
- 14.** The Developer shall use his market experience and procure materials in sufficient quantities well in advance to ensure that the progress of work is not affected for want of materials.

- 15.** Materials shall be used only from the list of approved materials/ brands. If a specified brand is not available, another equivalent brand may be used provided the same is approved in writing by the Society/ PMC before it is procured.
- 16.** All materials and workmanship shall be as per the latest Indian Standards specifications.
- 17.** The Developer shall use only the best quality materials and take all the necessary precautions while storing, handling and using them. He shall on his own and at his cost, get them tested as per the relevant Indian Standard specifications and submit the test reports to the PMC. Material under testing shall be stacked separately and shall not be used unless cleared by the PMC for use. No material shall be used in the works unless it has first been approved by the Society/ PMC.
- 18.** The Developer shall at his own cost and without delay, supply to the PMC/ Society samples of materials proposed to be used in the work. If samples are not approved, the developer shall forthwith arrange to supply to the PMC/ Society for approval, fresh samples complying with the specifications in the redevelopment agreement.
- 19.** The developer shall, well in advance and at his own cost, provide technical and operational specifications of various equipment and systems to be used in the project to the PMC/ Society for their approval and shall also arrange for witnessing factory tests on the same.
- 20.** Independent tests and analysis of any of the materials may be made from time to time by a testing agency appointed by the Society/ PMC. The Developer shall at his own cost, supply and deliver to the testing agency or analyst, such materials as may be directed by the Society/ PMC. Should the result of any test be unsatisfactory to the Society/ PMC, the materials represented will be rejected.
- 21.** The Developer shall submit manufacturers test certificates for materials (as applicable) to the Society/ Consultant as and when such materials are received at site.
- 22.** The Developer shall caste, cure and test concrete cubes as per the relevant IS codes.
- 23.** The Developer shall store, handle and mix materials as per the applicable codes of practice or as per manufacturers recommendations if such a code is not available.
- 24.** Work with concrete shall be in accordance with IS 456: 2000 with special care given to water cement ratio, minimum cement content, quality of water and sand and curing.
- 25.** The records of all such testing work should be preserved by the Developer on site and produced, whenever required, for inspection.

ANNEXURE – E

SEQUENCE OF ACTIVITIES

The Developer has to follow the sequence of works as given below:

a. Survey of the Premises.

Before entering into agreement with the Society and Developer, a survey for the verification of the exact area of the plots shall be carried out by the Developer. The agreed base carpet areas of the existing flats are already specified and shall not be measured by the Developer.

b. Redevelopment Agreement with the Society

The Bidder whose Bid is accepted, shall enter into a Redevelopment Agreement with the Society containing the conditions mentioned in but not restricted to the Tender Documents as well as specifications. The Bidder, his legal representatives, heirs, executors, administrators, successors etc. shall be bound for full and complete execution of the Agreement. The Redevelopment Agreement shall consist of :

- Agreement papers (Legal and Technical)
- Tender document
- Original Bid document
- Relevant correspondence i.e. all letters/correspondence forming part of the contract and referred to in acceptance letter.
- Letter of Intent and Acceptance letter.
- Layout plan and typical floor plans duly approved by the Society.
- Master Project Schedule together with Micro schedule of construction activities.

c. Approval of plans from Concerned Agencies / Departments

The proposal of demolition of the existing structure shall have to be got approved from the Society. The plans approved by the Society shall be submitted by the Developer for the approval of the same from various departments / agencies as is required for this nature of works. The Developer shall purchase and load the required / entire FSI, TDR and premium FSI and obtain Building Permission from TMC (and Consent to Establish from MPCB if applicable).

d. Individual Agreement with all the members

On receipt of approval of plans from TMC and after allotment of Temporary Transit accommodation to existing members, an individual PAA agreement shall be signed with each existing member stating the actual carpet area to be provided, amenities, displacement compensation hardship compensation, car parks and the agreed terms of payment as per the redevelopment agreement.

e. Commencement Certificate

On obtaining Commencement Certificate from TMC and compliance of all C.C. Conditions, Developer shall issue notice to members for Vacant possession. The Developer shall submit Bank Guarantee at the time of vacant possession.

f. Shifting to Temporary Accommodation

The members shall be paid displacement compensation including brokerage, deposit, advance rent and shifting charges and other specified expenses as per the approved offer for shifting to temporary transit accommodation.

g. Demolition of Existing Structure

The demolition of the existing structures shall be commenced only after obtaining CC from TMC and providing the Bank Guarantee and releasing agreed amount of hardship compensation, displacement compensation including brokerage and shifting charges etc. and after all the members have vacated their premises and license to enter upon the property has been granted to the developer by the Society. On completion of demolition work, the developer shall submit Commencement Notice to TMC. After completion of 1 week from submission of Commencement Notice the developer shall commence the work.

h. Construction of Building

The new structure will have to be constructed as per the agreement and reestablishment of the existing members.

i. Handing over to the Society

The Developer shall honour all his commitments as per the agreed terms and hand over the premises to the Society complete in all respects with all benefits and amenities, Full Occupation Certificate, Building Completion Certificate, Consent to Operate from MPCB if applicable etc. He shall also handover all original documents including property documents, approved plans, guarantees, maintenance contracts, technical catalogs, test certificates & O & M manuals of all equipment and all correspondence made with various authorities for the purpose of redevelopment.

FORM 'A'

GENERAL DETAILS OF THE COMPANY QUOTING BID

Name of the Company/Developer/Builder –

Name of the Partners/OR Name of the Directors of the Company

1) Address of Developer/s Bombay/Out of Bombay/ Branches if any

Type of organization (Proprietary / partnership / Limited / etc)
(Attach copies of document defining legal status)

2) In case of partnership or Limited Co., mention the percentage of shares of all the Partners / Directors.

3) Name of other Sister Concern/Other Associate Company/ other group of companies. Mention the name of different co-owners or directors of these companies.

4) Date of Establishment of all the companies

5) **Name of Bankers**

6) **Name of the Solicitors**

7) **Name of the Chartered Accountants**

11) Furnish copies of audited Balance Sheet and Profit and Loss
last three years.

Account (audited) for the

ATTACH SEPARATE SHEETS IF REQUIRED.

FORM 'B'

NAME OF THE KEY COMPANY STAFF WITH BIODATA OF KEY PERSONNEL

LIST OF PERSONS WORKING WITH THE FIRM

| Sr. No. | Name of the Person | Qualification | Years With the Firm | Total Experience | Department | Designation |
|----------------|-------------------------------|----------------------|------------------------------------|-----------------------------|-------------------|--------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

BRIEF BIODATA OF KEY PERSONNEL OF COMPANY STAFF

ATTACH SEPARATE SHEET IF REQUIRED

FORM 'C'

Details of the Labour/Material, Pumping, Electrical, Material contractor worked/or previously working, with the firm: -

| Sr. No. | Name of Company and Name of The Contractor | Address | Telephone | | Name of the Project Completed or in Hand | YEAR |
|---------|--|---------|-----------|--------|--|------|
| | | | Office | Mobile | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

ATTACH SEPARATE SHEET IF REQUIRED

ADDITIONAL DETAILS REQUIRED

1. Solvency Certificate
2. Source of TDR (OWN/PURCHASE)
3. Source of FUND (OWN)
4. REGISTRATION OF THE FIRM WITH ANY RATING AUTHORITY SUCH AS IS 9001, etc
5. Whether registered for GST purposes. If so, mention number and date. Furnish copies of the certificate.
6. Mention Permanent Account Number (PAN). Furnish copies of Income tax clearance certificate.
7. Whether registered under RERA? If so, mention number and date. Furnish copies of the certificate.

ATTACH SEPARATE SHEET IF REQUIRED

Financial Bid – I (To be Typed on Letter Head)

Tender Notice

| No. | Item | Offer (in figure) | Offer (in words) |
|-----|--|-------------------|------------------|
| a) | Developer agrees to give free of cost to existing members, carpet area equal to existing carpet area of members as per detail given in ANNEXURE 'A' and further agrees to give free of cost - additional ---% carpet area over & above existing area as shown in ANNEXURE- 'A' (excluding areas of Service Slab which shall be free and not counted as Carpet area) | | |
| b) | <p>The Developer agrees to give additional carpet area up to ----- sq. ft. at concessional rate (----- sq. ft.) over & above the FREE additional area mentioned in (a)</p> <p>Discounted Rate Per Sq. ft. of the saleable area</p> <p>Maximum Carpet area on which discount will be allowed</p> | | |
| c) | The Developer agrees to give an additional area required by member beyond area mentioned in (a)&(b) or Unit / part of existing carpet area surrender by members at Rs. -----/Sq.Ft. | | |
| d) | The developer agrees to give lump sum compensation/ corpus fund to the society at time of agreement | | |
| e) | <p>a) The developer agrees to give charges for shifting to and fro.</p> <p>b) Security deposit for transit accommodation & Brokerage</p> | | |
| f) | Developer agrees to give RENT to members (For 1 st , 2 nd , 3 rd & 4 th year) (after excavation) | | |
| g) | i) Bank Guarantee | | |

| | | | |
|----|--------------------------------|--|--|
| | ii) Performance Bank Guarantee | | |
| h) | Security Deposit | | |
| i) | Society Office Room | | |
| j) | Club House | | |

Declaration :-

- 1) We/I hereby declare that our above proposal against this said tender is based on scheme on scheme.
- 2) We/ I agree that the society reserves the right to accept or reject any tender without assigning any reasons.

Sign & Seal of Tenderer

Date :-

Location

DOCUMENTS TO BE SUBMITTED BY THE SHORTLISTED DEVELOPER AFTER INTIMATION

1. Copy of Building Permission, C.C & O.C. of completed and on going projects
2. Audited balance sheets of the last three financial years
3. Total Liabilities
4. Total Assets
5. Current Liability
6. Bank Overdraft
7. Liquid Assets
8. Current Assets
9. Audited balance sheets of the group of companies
10. Individual Turn Over
11. Group Turn Over
12. Any other information he intends to give to / required by the society.