

Final
24 April 2024

TENDER DOCUMENT

FOR

REDEVELOPMENT

OF

SIMLA HOUSE CO. HSG. SOC. LTD.

(REGISTRATION NO: BOM/HSG/1688 OF 1969)

51/B, Laxmibai Jagmohandas Marg, Mumbai - 400 026.

Serial No:

Issued on: / /2024.

To:

For SUPREME ENGICONS (INDIA) PVT. LTD.

Authorized signatory

PROJECT MANAGEMENT CONSULTANT:

SUPREME ENGICONS (INDIA) PVT. LTD.

**808, Shree Krishna Tower,
Opp. Laxmi Industrial Estate,
Link Road, Andheri (West),
Mumbai: 400 053.**

Tel: 022-2677 4100/26774200/9320013007

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CHAPTER 1
DISCLAIMER

1. The information contained in this Tender Document or any other information subsequently provided to Bidder/s, whether verbally or in documentary or any form by or on behalf of Simla House Co-operative Housing Society Limited (hereinafter referred to as "**the Society**") or any of its members or advisors, is provided to Bidder/s on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.
2. This Tender Document is not an agreement and is neither an offer nor invitation by Society to the prospective Bidder/s or any other person. The purpose of this Tender Document is to provide interested parties with the information that may be useful to them in the formulation of their offer/Application for qualification pursuant to this Tender Document ("**Application**").
3. While reasonable efforts have been made to ensure accuracy of information contained herein, nothing contained herein shall constitute a representation or warranty by the Society.
4. Bidder/s may conduct their due diligence before submitting bids. This Tender Document does not constitute any implied set terms and conditions of contract and only a legally binding agreement entered into between the Society and the successful Bidder shall constitute a contract between the parties. However, by submitting a bid, the Bidder expressly accepts all terms and conditions of this Tender Document.
5. Information provided in this Tender Document to the Bidder/s is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Society accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
6. Please note that this Tender Document may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after a bid/s have been submitted).
7. The Society, its member/s and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or fort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way with qualification short listing of Bidders for participation in the bidding process.
8. Society reserves the right to amend and modify the terms of the Tender Document after getting the same approved from the General Body.
9. The Society also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder/s upon the statements contained in this Tender Document. The issue of this Tender Document does not imply that Society is bound to select and shortlist the Bidder. Application and/or or to appoint

the successful Bidder, for the redevelopment, and the Society reserves the right to reject all or any of the Application or Bid/s without assigning any reasons whatsoever.

10. The Bidder/s shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations that may be required by the Society or any other costs incurred in connection with or relating to its Application. All such costs and expenses will be borne by the Bidder/s and the Society shall not be liable in any manner whatsoever for the same or any of the costs or other expenses incurred by the Bidder in preparation or submission of the Application, regardless of the conduct or outcome of the bidding process.

CHAPTER 2
INFORMATION REGARDING AREAS MENTIONED IN TENDER

1. The names of Members and Occupants of the Society mentioned in the Tender Document are as per present records with the Society. The area shown against the name of each of the Members and Occupants are as per the information available with the Society and the same are indicative. The final area and admissibility will be as per measurements taken by MBRRB in the presence of the respective Members and Occupants and video graphed as per regulatory guidelines. These measured areas as certified by MBRRB (whether more or less than one mentioned in this Tender Document) will be final and binding on all Members and Occupants of the Society as well as the Developer. All subsequent calculations, namely incentive FSI and fungible FSI shall be based and derived from the final MHADA certified list.
2. As per Regulation 33(9)(A)(ii) of DCPR 2034 the list of Members and Occupants and the area occupied by them, and their irrevocable written consent shall be certified by MBRRB.
3. The carpet area occupied by the Members and Occupants shall be as per clause 5(ii) (c) of regulation 33(9) of DCPR 2034.

CHAPTER 3
NOTICE INVITING BIDS

Sealed Bids in prescribed format are invited from the real estate developer of a repute and having adequate expertise, skill, financial resources and experience in the execution of redevelopment works of the projects of comparable size and nature for the redevelopment of the Property viz. all those pieces and parcels of lands bearing Cadastral Survey Nos. 442, 443 and 444 of Malabar and Cumballa Hill Division admeasuring 9,908.14 square meters as per title document and land bearing Cadastral Survey No. 444 of Malabar and Cumballa Hill division admeasuring 9,371.71 square meters or thereabouts as per physical verification together with 5 (five) building/s standing thereon, situate, lying and being at 51/B Laxmibai Jag Mohandas Marg, Mumbai - 400026 in the registration district and sub district of Mumbai City belong to the Society.

- a) **Nature of work:** Redevelopment of the Property of the Society as per rules, regulations and guidelines prescribed under Regulation 33(9) of the DCPR 2034, which is commonly known as Cluster Redevelopment Scheme as updated from time to time by MCGM or U.D. Dept. of Govt. of Maharashtra
- b) **Cost of Tender:** The non-returnable amount of Rs. 10,00,000/- (Rupees Ten Lakh only) plus GST as applicable per set payable in the name of the Society by a valid Pay Order/Demand Draft.
- c) **Availability of Tender Document:** Tender Document shall be available at below mentioned address:

Supreme Engicons (India) Pvt. Ltd.
808, Shree Krishna Tower, Opp. Laxmi Industrial Estate, Link Road,
Andheri (West), Mumbai - 400053

Date: Timing 10.00 am to 7.00 pm on all working days.
- d) **Earnest Money Deposit:** Rs. 1,00,00,000/- (Rupees One Crore only) to be paid by a valid Demand Draft/Pay Order in favor of the Society payable at Mumbai and to be accompanied along with the Tender.
- e) **Pre-Bid Meeting:** To resolve the queries, if any, a joint meeting of all the Bidders along with managing committee of Society, PMC and Legal Advisor of the Society shall be held at the Society office on June 1, 2024 between 11:00 A.M. to 1:00 P.M.

f) **Submission of Tender/s:**

Sealed Tender shall be submitted at the office of Society mentioned below:

Simla House Co-Op Housing Society Limited
51/B, Laxmibai Jag Mohandas Marg,
Mumbai - 400026.

Latest by June 22, 2024 upto 2:00 P.M.

g) **Opening of Tender/s:**

Sealed Tender/s will be opened at the Society office by the managing committee of the Society in presence of at least 5 (five) members of Society and PMC and the Shortlisted Bidders on June 23, 2024 at 11:00 A.M.

h) **Shortlisted Bidder/s:**

Shortlisted Bidder/s will be intimated by the Society for giving presentation of Bidder's vision for Society's redevelopment and Bidder/s credibility, to general body of members in the Society premises at mutually convenient date and time.

i) **Selection or rejection of Bidder:**

The Society reserves the right to postpone the date of tender submission /opening date of Tender and to accept / reject any or all Tender/s without assigning any reasons thereof. The Society's assessment of suitability as per eligibility criteria shall be final and binding on all Bidder/s.

j) **Non-selected Bidders:**

The Bidder/s who is/are found unsuitable as per the eligibility criteria by the Society shall be treated as Non-selected Bidder/s. Obtaining all required permissions and approvals and undertaking demolition of the existing building/s and constructing New Building/s, by utilizing Maximum Permissible FSI by loading of FSI/TDR and fungible FSI in the name of the Society, under Cluster Redevelopment Scheme and obtaining of all required permissions and approvals including but not limited to full Occupation Certificate and Building Completion Certificate in respect of the New Building/s.

k) **Obligations of the Developer:**

l) **Time for completion of entire project:**

42 (Forty-Two) plus 6 (Six) months grace period on account of event of Force Majeure from the date the Society has handed over possession of the Property to the Developer. The entire Project shall

mean and include the construction of the New Building/s comprising of new flats and car parking spaces for the Members and Occupants (as applicable), the free sale area, visitors car parking space, car parking spaces for the free sale area, the landscaping, amenities and boundaries walls and all other mutually agreed and mandatory structures, installations and facilities with full Occupation Certificate along with Building Completion Certificate with permanent water, electricity and piped gas connection.

180 (one hundred and eighty) days from date of Bid opening. However, the validity may be extended by the Society and Shortlisted Bidder with mutual consent, in writing.

Rs. 10,00,00,000/- (Ten Crore only) (inclusive of Earnest Money Deposit).

The Developer shall pay the balance amount of Rs.9,00,00,000/- (Rupees Nine Crore Only) by way of a valid demand draft/ pay order or NEFT / RTGS in favor of the Society payable at Mumbai, upon issuance of Letter of Intent.

The Security Deposit of Rs. 10,00,00,000/- (Ten Crore only) shall be returned by the Society by cheque to the Developer against receipt of Bank Guarantee, which shall be against vacation of premises by all Members and Occupants.

The Developer shall be required to give an unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank (no Cooperative Bank) of amount Rs.250,00,00,000/- (Rupees Two Hundred and Fifty Crore Only) to the Society against and upon vacation of premises by all Members and Occupants . The Bank Guarantee shall be in the form as approved by the Legal Advisor of the Society.

20,000 square feet Carpet Area to be lien by the Developer from the sale area/component of the Developer in favour of the Society upon signing of the Definitive Documents.

m) **Validity of offer:**

n) **Security Deposit:**

o) **Bank Guarantee:**

p) **Security Premises**

The Developer may be (i) a registered Partnership firm, (ii) a LLP incorporated under the provisions of Limited Liability Partnership Act, 2008 or (iii) a company incorporated under

Companies Act 1956/Companies Act 2013.

The Developer shall also carry out field survey, detailed study of layout under reference, soil investigation, detailed engineering and market study for real estate etc. as may be necessary for the formulation of the redevelopment proposal as per the terms and conditions of this Tender Document.

The Developer shall ascertain exact physical area of the plot, area under road setback, amenity open space requirement or any other statutory reservations and net plot area for ascertaining maximum permissible FSI, TDR and fungible FSI that can be loaded on the plot for redevelopment of the Property.

Society reserves the right to revise the terms and conditions of Tender, if found necessary, as per market conditions.

Sd/-

Hon. Secretary

Simla House Co-operative Housing Society Limited

CHAPTER 4
PROJECT DETAILS

1. Location of the Property :

- a. The Property is situated at Nepean 'Sea Road, in South Mumbai and in one of the prestigious and affluent residential area, with a scope of further flourishing development.
- b. The Property is strategically located and has excellent connectivity to Grant Road Railway station (2.2 Kms), the Coastal Road (Entry/Exit points within 2 Km), Priyadarshini Park (750 M), and the Hanging Garden (1.6 Km).
- c. The Property is conveniently located near major schools, police stations, hospitals, etc.

2. Location of the Society and other positive points for information

- a. By and under an Indenture dated May 2, 1972, duly registered with the Sub Registrar of Assurances, Bombay, under Serial No. BOM/1633 of 1972 the Society became owner of and well and sufficiently entitled to the Property.
- b. The aforementioned Indenture records the description of the Property as Cadastral Survey No. 442, 443, and 444 aggregately admeasuring 9,908.14 square meters, whereas as per physical survey, the Society is located on land bearing Cadastral Survey No. 444 aggregately admeasuring 9,371.71 square meters or thereabouts.
- c. The Property falls under Funnel of Vision.
- d. The Property Register Card of the Property is required to be updated, recording the name of the Society as the owner thereof.
- e. In addition to the Property, the Society is also entitled to claim right on a plot of land bearing Cadastral Survey No. 443 admeasuring 895.49 square meters or thereabout and designate as private passage ("CS No. 443").
- f. The Property falls in D - Ward.
- g. As per Development Plan Remark 2034, the Property falls in 'R' zone.
- h. Hereto collectively annexed and marked as **Annexure "1"** is the latest DP Remark of the Property, City Survey Plan, Society Conveyance Deed, Plot Survey, etc.

3. Road abutting the Property:

The Property is accessible through 18.30 meters wide Road.

4. Structure Existing on the Property:

- a. There are 5 (five) standalone buildings viz. Wing "A" to Wing "E", all comprising of Ground + 6 (six) upper floors accommodating 246 (two hundred and forty-six) residential flats, 85 (eighty-five) Garages (which is inclusive of a Jain temple, and a Society office) and 2 (two) commercial shops in aggregate.
- b. There are 246 (two hundred and forty-six) Members of the Society occupying the residential flats. The garages and shops are occupied by Occupants and Society. The Occupants are nominal members of the Society and do not hold any share in the capital of the Society.
- c. The Members are presently occupying 1,94,787 square feet carpet area and the Society and Occupants are presently occupying 27,483 square feet carpet area, thus aggregating to 2,22,270 square feet carpet area viz. the Existing Carpet Area in the existing buildings. It is clarified that carpet area mentioned in this clause is carpet area as per Maharashtra Ownership of Flats Act, 1963 ("MOFA").
- d. The details of the existing buildings and structures standing on the Property alongwith the details of Members and Occupants and existing flats/shops/garages/premises occupied by Members, Occupants and Society, and their respective Existing Carpet Area is set out in **Annexure "2"** annexed hereto.

5. Amongst the others, the Developer has to get the following done at its/their own cost:

- a. Obtain required permission for clearance of Funnel of Vision;
 - b. Obtain required permission from the competent authority and get the required height clearance for the Project.
 - c. Re-alignment of DP Road to reach the Property.
 - d. Sub-divide the plot and update revenue records (including Property Register Card) of the Property by recording the name of Society as the owner thereof.
 - e. Clear the encroachment from CS No. 443.
 - f. The Occupants listed from Serial Nos. 247 to 311 set out in Annexure "2" will be treated at par with the Members.
 - g. To settle with the Occupants listed from Serial Nos. 312 to 327 set out in Annexure "2" either by providing monetary consideration and/or by providing permanent alternate accommodation outside the Property without jeopardizing the entitlement of Members, Occupants listed from Serial Nos. 247 to 311 set out in Annexure "2" and Society.
6. The Developer whose Bid is accepted, selected and appointed by the General Body of the Society will be allowed to utilize and consume the Maximum Permissible FSI permissible on the Property. The Developer should visit the Property, consult their respective consultant and verify the Property potential before submission of the Bid.
7. The Developer shall arrange its own funds and financial resources for the redevelopment

of the Property. The Society and the Members shall not transfer to the Developer, the ownership of the Property, save and except the right to redevelop the Property in the manner to be recorded in the Definitive Documents.

8. The right to revise, amend, alter and modify this Tender Document fully or partly, prior to the last date notified for submission of offers or on any subsequent date is reserved by the Society.
9. The Society reserves the right to change the scheme of redevelopment of the Property in accordance with the Applicable Law which shall be applicable at the time of redevelopment of the Property with the approval of the General Body of the Society.
10. The Society reserves the right to reject any or all the Bid/offers or accept the lowest, highest or any other bids/offers without assigning any reason whatsoever. The decision of the Society will be final and binding on all.

Sd/-

(Hon Secretary)

SIMLA HOUSE CO-OP HOUSING SOCIETY LTD.

We confirm the contents hereof:

Sign and Stamp of Developer

CHAPTER 5
QUALIFICATION, TERMS AND CONDITIONS

The Society reserves the right to accept/reject any or the entire Bidder's bid without assigning any reasons thereof. However, the following criteria shall be considered as basic minimum requirements on the part of the Bidder for the prequalification.

1. The Bidder should be:
 - i. LLP;
 - ii. A Registered Partnership firm, or
 - iii. A Company incorporated under the Companies Act 1956/2013.
2. The Bidder must also have the following registration certificates:
 - i. GST Registration
 - ii. Employees Provident Fund
 - iii. Employees State Insurance
 - iv. Professional Tax
 - v. All other Registrations as required under applicable law.
3. Bidder to get latest Solvency Certificate from Nationalized Bank or from their Banker (not a Cooperative Bank).
4. Should possess and be in a position to deploy properly qualified and experienced technical personnel competent for planning, supervision and execution of the contract.
5. The Bidder must have at least 20 (Twenty) Years of experience and must have executed the construction of at least 2 (Two) million square feet or must have completed at least 10 (Ten) Residential projects along with the receipt of occupation certificate of equivalent size or more in Mumbai Island City and/or Mumbai Metropolitan Region within last 5 (five) years.
6. Net worth of the Bidder (duly certified), should be at least: Rs. 1500,00,00,000/- (Rupees One Thousand Five Hundred Crore only).
7. Project development by a subsidiary company of bidder holding minimum 51% (fifty-one percent) in a subsidiary company.
8. Experience in redevelopment with details of completed/ongoing projects by the Bidder.
9. Evidence of having handover possession with full Occupation Certificate of at least 500 (five hundred) flats in the past five 5 (five) years.
10. Having experience of completed stand-alone projects of similar size of approximately 10,000 square meters and having 250 (two hundred and fifty) members.
11. Earnest Money Deposit: The Bidder shall have to pay Earnest Money Deposit of Rs.1,00,00,000/- (Rupees One Crore only) by way of a valid Pay Order/ Demand Draft from a Nationalised/Scheduled Bank (not a Cooperative Bank) in favour of the Society. The amount is completely refundable in case of Non-selected Bidder/s and shall be returned to such the Bidder/s within 90 (ninety) days of opening of Tender and shall not carry any interest thereon. The Society shall return the Earnest Money Deposit by cheque.
12. Restrictions on Bidder: There would not be any ownership transfer of the Property or any part thereof. Similarly, the appointed Shortlisted Bidder as the Developer will not be permitted to mortgage or keep lien on entire or any part of the Property for raising

finance. The Developer would not be permitted any change in its constitution without prior written permission of the Society. The development rights conferred upon the Developer by the Society are absolutely non-transferable. The Developer cannot assign, encumber, and/or transfer benefits, pass on the awarded work or create any third-party rights or part thereof to any person or persons.

13. **Project Cost:** The entire Project Cost shall be borne and paid by the Developer alone. There would not be any reimbursement of whatsoever nature by Society to the Developer towards execution of Project/ approval costs / cost escalation / premium costs/ interest / GST / other cost and expenses due to market risks and inflation. Similarly, insurance / assessment tax/ L.U.O assessment/ electricity and water bill during construction period/ stamp duty/ registration fees/ incidental expenses and any additional and/or future taxes shall be borne and paid by the Developer alone. It shall be incumbent on the Developer to pay necessary premiums, costs, deposits, conversion charges (if any), stamp duty, registration fees on the contract charges and legal charges for preparation of the Letter of Intent, Definitive Documents, Permanent Alternate Accommodation Agreements prevailing on the date of execution of the contract. The Letter of Intent, Definitive Documents and/or any other legal document between the Society, Members and the Developer shall be vetted by the Society through their Legal Advisor. Further, the professional charges payable to the various consultants appointed by the Society in the process of redevelopment shall also be borne, paid and discharged by the Developer alone.
14. **Time is the essence of this contract:** Timely completion of work is of prime importance and the work shall be completed within the stipulated period. The Developer shall adhere to its action plan and work schedule as it is deemed to be essence of contract on the part of the Developer. The Developer has to agree that the work shall be commenced and carried on in the order or precedence as may be directed by the Society. The progress of work shall be checked at regular intervals and percentage progress achieved shall be commensurate with the time elapsed. The Developer shall submit to Society along with a copy to PMC, progress report every fortnight indicating time progress of work.
15. The Developer shall have to register the Project of redevelopment of the Society with MahaRERA at an appropriate stage. Though the Society falls under the definition of Promoter of the Project, all the obligations, responsibilities and liabilities cast upon the Promoters under RERA, shall be summarily transferred and accepted by the Developer. The successful Developer have to furnish the Indemnity Bond in regard to the Society and by agreeing, affirming to and taking all these obligations, responsibilities and liabilities cast upon the Society under Maha RERA, the Developer shall not ask for any money/cost/expenses/incidental expenses thereto and any sort of reimbursement either in terms of cash or kind.
16. The Members and Occupants (as applicable) are to be provided with the New Premises of with modern planning and modern amenities with the additional MOFA Carpet Area at the cost of Developer.
17. The Developer shall obtain all the permissions, NOCs from concerned authorities and execute the Project as per MCS and Redevelopment Guidelines under Section 79(A) as per circular published by Government of Maharashtra.
18. Preference shall be given to the Bidder with credit rating of "A" category or more for a continuous period of five years by an accredited credit rating agency approved by RBI or such appropriate authority. The Bidder shall provide the Society with copies of the certificates of last 5 (five) years evidencing credit rating of "A" category or more along with the submission of the Bid.

CHAPTER 6
COVERING LETTER TO THE SOCIETY ON DEVELOPER'S LETTER HEAD

Date:/...../2024.

To,
The Hon Secretary,
SIMLA HOUSE CO-OP HOUSING SOCIETY LTD.
51/B, LAXMIBAI JAGMOHANDAS MARG, MUMBAI: - 400026.

Sub: Submission of Tender for Redevelopment of the said Property.

Dear Sir,

We the undersigned have to address to you as under:

1. We have collected the Tender from Supreme Engicons (India) Pvt. Ltd. on [●] and paid the non-refundable amount of Rs.10,00,000/- (Rupees Ten Lakh Only) plus applicable GST at the time of Tender collection in the form of a valid DD/PO No. [●] drawn on [●] Bank dated [●].
2. We have perused, read, examined, understood, and accepted unconditionally and irrevocably, the conditions of the Tender, all specific notes, instructions, conditions, and commentary contained in this Tender Document, all the Proforma and Annexures attached thereto [*and Official Society's addendum/Corrigendum to the Tender, if any*], in respect of the proposed redevelopment of the Property.
3. We hereby make an offer to redevelop the Property on the terms and conditions as stated in the Tender Document and as shall be included in the Definitive Documents.
4. We further state and confirm that our offer is unconditional, irrevocable, and binding upon us irrespective of any changes, addition or alterations in the policies, procedures, or compliance by various Government Authorities in time to come till completion of the redevelopment of the Property.
5. We hereby represent, warrant, and declare that we have visited the site of the work and have made ourselves fully conversant with and fully and unconditionally accepted the conditions of the Property and in particular the following:
 - (a) Site conditions;
 - (b) Society's title to the Property and all encumbrances, matters, issues, claims, demands etc.;
 - (c) Claim of Occupants;
 - (d) The development potential of the Property and the limitations with regard to the development of the Property;
 - (e) Topography of the area;
 - (f) Issue of Funnel of Vision (inner funnel) and Height Restrictions;
 - (g) Soil strata at site of work;

- CHAPTER 2
COVERED
- (h) Sources and availability of construction materials;
 - (i) Rates for construction materials, water, electricity including all local taxes, royalties etc.;
 - (j) Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws;
 - (k) Existing roads, approaches, access, pathways to the Property;
 - (l) Space for stacking of materials, stores, office etc.;
 - (m) Trees, shrubs, bushes, debris etc. required to be removed for site clearance;
 - (n) Need of dewatering/pumping etc.;
 - (o) Law and order situation and availability of working days and working hours with respect to vicinity dwellers; and
 - (p) Any other condition, risk, contingency which may affect the offer.

6. We have quoted our offer, taking into account all the risks likely to be encountered during execution of the proposed re-development of the Property.

7. We shall take all measures and precautions to ensure that no persons and structures in the adjoining lands are disturbed and/or inconvenienced during the process of proposed re-development.

8. We enclose herewith our Bid in a sealed envelope as specified in this Tender Document.

9. We irrevocable and unconditionally agree to abide by the conditions in this Tender Document and the same shall be binding on us.

10. Nothing mentioned in this writing or in the Bid shall create or shall be deemed to create any right or interest whatsoever in our favor in respect of the Property and/or the proposed re-development of the Property. In case of any default by us in our obligations, we acknowledge that you are at liberty to reject our offer at any time. We also agree to pay all amounts mentioned in this Tender Document. In case of any default by us in our obligations, we acknowledge that you are at liberty to reject our offer at any time.

11. We understand that you are not bound to accept the highest or any other Tender you receive. We further understand that Society at any point of time reserves the right to change / alter any of the conditions of the Tender Document and seek additional / alternative response from the chosen / Shortlisted Bidder during the process.

12. We hereby submit our valid Pay Order/Demand Draft from a Nationalized/Scheduled Bank drawn in favor of the Society a sum of Rs.1,00,00,000/- (Rupees One Crore Only) as the Earnest Money Deposit. We are aware that the Earnest Money Deposit shall not bear any interest. Depositing of Earnest Money Deposit shall not mean or be deemed to mean that the Society has entered into any type of agreement or transaction with the Bidder or accepted the offer, until the execution and registration of the Definitive Documents and purely in terms thereof. Further, in case of any default by us in abiding by our obligations herein, we acknowledge that the Society is at liberty to forfeit Earnest Money Deposit deposited by us.

13. We irrevocably agree and undertake that simultaneously with signing of Letter of Intent we shall be bound and liable to pay to the Society an additional amount of Rs.9,00,00,000/- (Rupees Nine Crore only), which along with the Earnest Money Deposit shall constitute the entire Security Deposit of Rs.10,00,00,000/- (Rupees Ten Crore only), which shall be held by the Society until receipt of Bank Guarantee and Security Premises.
14. We irrevocably agree and undertake to handover to the Managing Committee of the Society, a Bank Guarantee of a Nationalized/Scheduled Bank for the minimum sum of Rs.250,00,00,000/- (Rupees Two Hundred and Fifty Crore only) and lien document for Security Premises at the time of execution and registration of the Definitive Documents. The format of bank guarantee and 20,000 square feet area lien documents of the Security Premises shall be in the form as agreeable to the Society and its Legal Advisor.
15. During the construction period, we shall provide a temporary office to Society which shall have all the basic amenities and shall be properly air conditioned.
16. The Society can appoint Architect/PMC/Structural Engineer/Elevation Designer/Site Supervisor/Solicitor/Legal Advisor/Tax Consultant and all other necessary consultants for the proposed redevelopment project monitoring and review and we agree to pay their professional fees through the Society. The Society at its discretion in writing may empower the PMC and/or any other consultants to take action on behalf of the Society.
17. We hereby state and confirm that we have perused the title documents and satisfied ourselves with the present title status and rights of the Society on the land and structures standing thereupon.
18. We state and confirm that we are aware that the Society has an Indenture registered in its favour for the Property. However, Mutation Entry to that effect is pending to be carried out in the Property Register Cards. We confirm that upon being chosen as the Shortlisted Bidder, we shall pursue and get the mutation entries done in the name of the Society at our cost, before embarking on the redevelopment project.
19. We hereby state and confirm that we have studied all the necessary existing documents pertaining to availability of the FSI, free of premium FSI, TDR, etc. and have satisfied ourselves with regards to overall requirements of the redevelopment project of your Society and the offer given by us via this tender shall not be contingent on any cost escalations or other market / regulatory/ financial variations.
20. We state, confirm and agree to pay all amounts mentioned in the Tender Document and in our Financial Bid or as negotiated and finalized between us in the Definitive Documents. We undertake and declare that, from the date the Society has vacated their existing flats and till the date they are given back possession of their New Premises with Occupation Certificate to the satisfaction of the Society, at no time shall the Displacement Compensation/Rent be stopped or delayed even in the event of Force Majeure by us.
21. We further understand that in the event of amendments made / notifications issued towards DCPR 2034, or even otherwise, the Society reserves the right to carry out discussions/ negotiations of terms that shall change on account of these amendments / notifications towards DCPR 2034 or as may be decided by the Society, with Shortlisted Bidder or even with the appointed Developer without being required to float fresh Tender / Bid for the purpose of Redevelopment. We also understand that Society is entitled to withdraw the entire tendering process at any time it desires, and we shall not have any claims for costs incurred or otherwise.

22. We further hereby agree to submit / present to the Society, a viable schematic typical residential floor layout and parking floor layout of the proposed new residential building (as per prevailing DCPR 2034 regulations) once we are being informed as Shortlisted Bidder.
23. Within the period as shall be detailed and specified in the Letter of Intent we agree and undertake to execute and register the Definitive Documents within 180 days of our appointment by Society through letter issued by office of Dy. Registrar under 79A guidelines, failing which Society shall be entitled to terminate our appointment by addressing a notice to that effect to us and we shall make no claims against the Society/ its officer bearers/ members in any manner and Society shall be entitled to approach any other Developer of its choice. Upon such termination, the Society shall be entitled to forfeit the Security Deposit.
24. Time shall be considered as the essence of this Tender Document as well as the Definitive Documents.
25. We are aware and we undertake to register the Project with the Maharashtra Real Estate Regulatory Authority formed under the provisions of RERA and shall comply with all the provisions of RERA. We will indemnify the Society in respect of all liabilities incurred by them due to breach or violation of any of the provisions of RERA.
26. We declare that we have read all the conditions and specifications recorded in this Tender Document and have understood its contents and its meaning and we have submitted this offer to you of our own free will.
27. We also assure the Society that we will work in close liasoning with PMC and act in accordance with the directions and instructions of the Society.
28. All information and documents required to be submitted as per this Tender Document are enclosed.
29. We confirm that after executing the Definitive Documents but before sending a written intimation to the Society for vacating the Property we shall:
- (i) Conduct survey and area certification of the Property from MBRRB;
 - (ii) Obtain NOC from MHADA;
 - (iii) Obtain Letter of Intent from High Power Committee for implementing Cluster Redevelopment Scheme under Regulation 33(9) of DCPR 2034/appropriate authority;
 - (iv) Obtain required clearance and permission for Funnel of Vision;
 - (v) Obtain required permission and approval for height clearance;
 - (vi) Submit the plans as approved by the Society to MCGM for approval;
 - (vii) Obtain Intimation of Disapproval for construction of New Premises and Security Premises by loading requisite FSI;
 - (viii) CRZ MCZMA NOC irrespective of which scheme redevelopment is opted under Environment Clearance from SEIAA, if applicable;
 - (ix) AAI NOC for final applicable height;
 - (x) Final CFO NOC as per plans being approved;
 - (xi) Complete such other obligations as per amended circular which may come for this scheme after the tender is floated and which are provided in the Definitive Documents to be signed between the parties;
 - (xii) Make the payments to the Society as prescribed and required as per final Definitive Documents between the Society and selected Developer;
 - (xiii) Submission of Bank Guarantee as stated herein; and

(xiv) Earmarking of Security Premises and handing over lien documents for the same in custody of the Legal Advisor of the Society as stated herein.

30. We will keep this offer valid for a period of 180 days from the date of the opening of the Tender.
31. You shall be entitled to forfeit the Earnest Money Deposit if after issuance of the Letter of Intent from the Society, we do not execute the Definitive Documents as per this Tender Document, within the time specified.
32. We confirm that Society shall be at liberty to reject any or all offers outright without assigning any reason whatsoever without any liability attributable to Society.
33. We confirm that we will be conferred with the rights of re-development only on the execution and registration of the Definitive Documents and on the terms detailed therein. No contract shall be arrived at or deemed to be arrived at, until such execution and registration of the Definitive Documents and we shall not claim any right of any nature whatsoever in the Property or part thereof. The retention of the Earnest Money Deposit or the Security Deposit or the Society issuing Letter of Intent does not create and shall not be construed as creating any rights in our favor.
34. In the case of rejection of our Bid by the Society, Earnest Money Deposit paid by us till such time shall be refunded to us within 90 (ninety) days from the date of submission of the Tender without any interest thereon and no agreement shall be deemed to have been arrived at between ourselves. We are aware that the Society shall return the Earnest Money Deposit by cheque.
35. We agree to work on the Project for mutual benefits; the interest of Society shall be of prime focus and shall take precedence over any financial benefits that we may have.
36. We hereby confirm and undertake that we shall not raise any loan/finance on the Property owned by the Society and/or the New Premises (including proposed additional area) and our rights to obtaining finance will be limited to the free sale component (less the Security Premises) and all funds received from such finance will solely be utilised for this Project and shall not be diverted to any other project of ours.
37. The stamp duty, registration charges, taxes, GST or any other levies and out of pocket charges as applicable towards registration of Definitive Documents, Permanent Accommodation Agreements and/or any other deeds or indenture and the purchase of FSI including premium FSI, permissible TDR, fungible FSI etc. shall be borne by us alone. The cost of all FSI/TDR/fungible FSI to be loaded on the land will be borne by us. I / we alone shall be liable to pay the premium that may be required to be paid to the concerned authorities for loading such FSI/TDR/Fungible FSI, the development charges, out of pocket expenses etc. to obtain permissions and NOCs and to construct and redevelop the Society.
38. We do hereby confirm that the Tender, the Proforma, the Annexures and the supporting documents are signed by a signatory duly authorized by our organization and the document supporting his/her authorization viz: Bank Signature verification document, designation of signing authority, with PAN details (and Aadhar Card details for the Authorized Signatory) are attached with this submission with all contact details [mobile number, land line number, email address and correspondence address of the duly authorized signatory].

39. We further agree that the Society reserves the right to withdraw the entire Tender process at any point in time and refloat / re-invite the new Tender at a later date, if required.

40. A sum of Rs.1,00,00,000/- (Rupees One Crore only) is herewith forwarded towards Interest Free Earnest Money Deposit as detailed below:

Instrument	Pay order / Demand Draft
Pay Order / Demand Draft No.	
Date	
Bank	
Drawn in favour of	Simla House Co-operative Housing Society Limited

Yours Truly,

Seal and Signature of Bidder
Name and Designation of Signatory:

Date:

Place:

NOTE:

1. Income tax return with audited balance sheet and profit and loss account for last three financial years (attested by CA) to be submitted.
2. Solvency Certificate and Net Worth Certificate to be submitted.
3. Copy of Permanent Account Number card to be submitted.
4. Power of Attorney of the person signing the bid document to be notarized on Rs.500/- stamp paper and be submitted.
5. Partnership Deed or Memorandum of Association and Articles of Association of Company to be submitted.
6. In case of the Company resolution passed by the board of directors of the Company to be submitted.
7. GST Registration Certificate.
8. Employees Provident Fund Registration Certificate.
9. Employees State Registration Certificate.
10. Professional Tax Registration Certificate.
11. All other Registration Certificates as required under applicable law.

CHAPTER 7
INSTRUCTIONS TO BIDDER

1. SITE

- A. Before submitting the Bid, Bidder must visit the site of work at its/their own expenses and familiarize itself/themselves with all the site conditions and surrounding of the Property, approach roads and means of access, availability of materials, camping facilities, magnitude of work etc., including proper assessment of all technical, factual, legal, regulatory and potential constraints or restraints which may affect the work.
- B. All necessary access road/s will have to be made and maintained by the Developer at his cost till the redevelopment process is completed in all respect. The other agencies employed by the Developer may use the access road/s and the Developer shall not claim any money or compensation or object to such use of access road/s.
- C. The information given in this document is given as guidance and has been given merely to assist the Bidder/s and is not deemed to be complete. However, it is the responsibility of the Bidder/s to check and verify the same prior to submission of Bid. It is solely Bidder/s discretion for itself, on its own responsibility and at its own costs and expenses, to gather and obtain all the information/any information/additional information which may be necessary for the purpose of submission of Tender and subsequently for entering into contract.
- D. The Society will not be responsible and will not reimburse any expenses which may be incurred, or losses caused to any person or property by any Bidder or its staff/representatives/agents in connection with visits/examination of the site and in the preparation of its Bid for submission.
- E. The Shortlisted Bidder must design the New Building/s to the satisfaction of the Society and its Members. If the Shortlisted Bidder fails to satisfy the needs of Members, in the terms of planning and designing, then Shortlisted Bidder can utilize the PMC's Designing Services or any other consultants appointed by the Society for the planning and designing of New Building/s. In such an event, the Shortlisted Bidder shall pay the professional charges to the PMC or any other consultants appointed by the Society at mutually agreed terms and conditions as design fees. Schedule of payment along with detailed scope of work can be mutually defined.

2. BID

- A. Bid shall be submitted in the prescribed format and manner completed in all respect without keeping any column/information blank.
- B. Each page of this Tender Document is required to be signed by the authorized person of the Bidder supported by necessary Power of Attorney/Board Resolution or any other comparable document of authorization. Any Bid with any of the documents not so signed and/or not supported by necessary document of authorization shall be liable to be rejected or not be considered at all. No alterations, additions or erasures in the Application are permitted and will cause such Bid/s liable for rejection.
- C. The Application must be filled in English. Erasures and alterations made, if any, while filing the Application must be initialed by the authorized person of the Bidder.
- D. In case of registered Company, LLP, Partnership Firm, the seal of the Company/LLP/Firm shall be affixed over the signature of one or more directors/Partners as may be provided

in the Memorandum and Articles of Association or Deed of Partnership, as may be applicable.

E. If it is found that two or more persons who are or have been connected with one another either financially or as Principal and Agent or Master and Servant (or connected in any manner or is/are directly or indirectly controlling, controlled by, or under direct or indirect common control with any party/person by way of composition of a majority of the board of directors of the Party or partners or by virtue of voting rights/shares or having beneficial interest therein) (hereinafter referred to as "**Related Parties**") have submitted the Bids under different names for redevelopment, without disclosing their interest/ connections, then such Bids will be rejected, even if found to be qualified on other parameters and Earnest Money Deposit will be forfeited. The Bidders are required to give complete list/ details of all such related entities sister companies / sister concerns that is/are connected in any manner as stated hereinabove.

F. The transfer of Tender Document purchased by intending Bidder to another Bidder is not permissible. The Bidder can submit offers only on the Tender Document purchased from Society. In short, this Tender Document is nontransferable.

3. SUBMISSION/PRE-QUALIFICATION and OPENING OF BID

A. Bid shall be submitted in accordance with the instructions and any Bid not confirming thereto is liable to be rejected /cancelled. The Bid shall be submitted in two parts i.e., Part I and Part II, sealed separately in envelopes super scribing as:

Part I (Containing Pre-Qualification Bid and Earnest Money Deposit in envelope)

The pre-qualification Bid shall include the description of the Bidder's firm/company in the Formats A to E in the "Pre-Qualification of Developer" printed on a separate sheet and a valid Pay Order/Demand Draft of Earnest Money Deposit. This will also include records of past work.

Part II (Containing Financial Bid)

This shall contain the compensation package which would encompass points like extra area over and above eligible, compensation for transit accommodation, hardship compensation etc. time frame for the completion of the redevelopment.

B. These two sealed packets shall further be sealed in a larger envelope super scribing the name of work as stated above and shall be submitted to Society by Developer on or before the date and given time.

C. The pre-qualification bid will be opened first by the Society and PMC and the Bidder/s who are found competent enough by the Society in consultation with the PMC will be considered for evaluation of their financial bid and subsequent selection, appoint and award of work.

D. The financial bid of the Bidder/s who do not satisfy the pre-requisites mentioned in pre-qualification bid will not be considered. The Bid which does not fulfill any or all of the above conditions or are incomplete in any respect are liable to be summarily rejected.

E. Corrections, if made, shall be made neatly and clearly and duly attested by one of the authorized persons of the Company or the Firm.

- F.** The specifications, brands of the amenities to be provided will have to necessarily be of top brands. The brand name and specifications will be discussed in detail in the Definitive Documents to be signed with the Shortlisted Bidder. However, an indicative list of brands suggested to Bid for this Tender Document accordingly are provided in the Annexure. The Developer should consider this in their costs for the purpose of bidding.
- G.** Bids shall be opened at the time and place as mentioned in the notice aforementioned or as intimated to the Bidders by the Society.
- H.** Check List of Documents forming part of the bid submitted by the Bidder:
1. Original Bid Document
 2. Earnest Money Deposit in form of a valid Demand Draft /Pay Order
 3. Financial Bid
 4. Prequalification Document
 - ❖ Submit a written notarized/registered power of attorney authorizing the signatory of the Developer to submit the Bid.
 - ❖ Provide evidence of access to lines of credit and availability of other financial resources.
 - ❖ Submit audited financial results for preceding 5 years and predictions for the current year and the two following years, including the effect of known commitments.
 - ❖ Give details of any current litigation.
 - ❖ Provide information in regard to the availability of major plant and equipment and infrastructure to develop projects of the given size.
 - ❖ Provide attested copies of the latest income tax, GST certificate and sales tax clearance certificates.
 - ❖ Provide details of redevelopment work(s) currently under execution.
 - ❖ Provide a certificate from the existing Bankers and the Company auditors that none of the accounts of the Company have been declared an NPA (Non-Performing Assets).
 - ❖ Account, as per the Reserve Bank of India guidelines.
 - ❖ A declaration by the Developer that all the data submitted by the Bidder with reference to its financial track record and financial position.
 5. List of similar projects executed.
 6. List of ongoing projects.
 7. List of sister concerns/sister Companies.
 8. A letter as a response to confirming all the conditions in the bid and addressing all the specific requirements.

4. **ACCEPTANCE / REJECTION OF OFFER**

A. Conditional Bid is liable to be rejected. Bidders are advised to avoid putting conditions that are at variance with the terms and conditions already stipulated in the bid document/ tender document.

B. Exclusions / Deviations:

❖ Any deviations from or exceptions to the Tender specifications, terms, conditions, data must be listed under a specific heading of deviations in a separate sheet and must be included in the offer. Deviations mentioned at any other place(s) may be ignored by the Society.

❖ The deviations/exclusions, both technical as well as commercial, specified by the Bidders will be examined by the Society. If necessary, the Society may request the Bidder by a written notice for, withdrawal of the said deviation/exclusion. In case the Bidder refuses to withdraw the deviation/exclusion, the Society reserves the right to reject the Bid.

❖ Society expects minimal or no deviation in the Bidder's offer. The minimum number of deviations will be one of criteria of Bid evaluation.

❖ Bidders' standard terms and conditions shall not be considered. If the Bidder submits its terms and conditions, it is liable for rejection, unless accepted in writing by the Society.

❖ If no deviations are mentioned in such a separate heading of deviations, the entire Tender shall be deemed to be fully acceptable to the Bidder. If some deviations are mentioned under the heading of deviations, then other than the mentioned deviations, the rest of the Tender Document shall be deemed to be fully acceptable to the Bidder.

C. The Bidder may in the forwarding letter mention any points which he/ they may wish to make clear, but Society reserves the right to reject the same if the whole/part of bid becomes conditional.

D. The Bid will be liable to be rejected outright if while submitting it:

❖ Any of the pages of the Tender Document are removed /replaced.

❖ All corrections and additions or pasted slips are not initialed and seal affixed by the Bidder.

❖ The Bid is not complete in all respects.

❖ Earnest Money Deposit is not submitted with the Bid at time of submission.

❖ All pages of the Bid are not sealed and signed by the Bidder.

5. **TIME OF COMPLETION**

The time shall be considered to be the essence of the contract. The Developer shall strictly adhere to the Project duration as specified in the Tender Document. The entire project of redevelopment of the Society buildings shall be completed within 42 (forty-two) months with further grace period of 6 (six) months on account of event of Force Majeure from the date the Society has handed over possession of the Property to the Developer.

6. LETTER OF INTENT

The Bidder whose Bid is accepted shall be required to present itself in person at the office of the Society for the issue of Letter of Intent. Such Shortlisted Bidder shall pay an amount of Rs. 9,00,00,000 (Rupees Nine Crore only) by a valid Demand Draft/ Pay Order / NEFT / RTGS in favor of the Society payable at Mumbai at the time of issue of Letter of Intent by the Society, which amount of Rs. 9,00,00,000/- (Rupees Nine Crore only) with Earnest Money Deposit shall constitute the Security Deposit of Rs. 10,00,00,000/- (Rupees Ten Crore only).

Failure to furnish the Security Deposit at the time of issue of Letter of Intent shall constitute a breach of Tender Conditions in which case the Earnest Money Deposit accompanying the Bid shall be forfeited by the Society as liquidated damages for such default without prejudice to the Shortlisted Bidder being liable to make good for any further loss or damages incurred in consequence thereof by the Society.

The Letter of Intent shall at all times be revocable only by the Society and not by the Shortlisted Bidder, at its discretion including especially in the event of occurrence of the following:

- ❖ Failure to execute and register Definitive Documents within the timeline as prescribed under the Letter of Intent.
- ❖ Contradictory negotiations and discussions to the terms of the Letter of Intent and this Tender Document.
- ❖ Failure to furnish Bank Guarantee at the time of execution of the Definitive Documents.

Upon such cancellation and termination of Letter of Intent, the Society shall forfeit the entire Earnest Money Deposit.

7. RETURN OF TENDER DOCUMENT

- A. The Tender Document together with notice inviting the Bid shall eventually form part of the Definitive Documents to be entered into between the Society and Developer.
- B. The Notice Inviting Bid (Tender Document) complete with all enclosures shall be returned to the Society by each and every Bidder/s to whom it is issued, irrespective of whether he wishes to submit the offer or not.

8. CONSTRUCTION MATERIALS AND MANAGEMENT

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

9. SAFETY CODE and PROVISIONS

Safety precautions shall be followed as per the "Safety Codes and Various Safety Provisions" incorporated or not in the bid complying with all statutory requirements.

10. SECURITY DEPOSIT

The Security Deposit will not bear any interest to the Bidder. All interest earned on the Earnest Money and/or Security Deposit shall belong to the Society alone.

11. PRESENTATION

The Shortlisted Bidder will be required to make presentation of the proposal before the Society with details of project lay out proposed, benefits to the Members, Occupants, Cash Flow for the project and cost evaluation data etc.

12. SITE VISIT:

The Shortlisted Bidders shall make arrangement for the site visit of their completed / ongoing projects of same/ similar nature and size.

13. EVALUATION OF THE BIDDERS:

The offer of the Bidder which is most beneficial to the Society in terms of additional carpet area, corpus fund, displacement compensation etc. to be given by the Bidder and the outcome of the negotiations by the Society will be considered for acceptance of the bid irrespective of fulfillment of all the conditions by other Bidder. Acceptance of Bid shall be subject to satisfaction of the Society. It is further clarified that Society shall have the unquestionable right to shortlist the Bidder and to negotiate with such Shortlisted Bidder before appointing the Developer.

14. WITHDRAWAL OF BID:

The Bidder cannot withdraw the Bid once submitted till the validity of Bid; this may result in forfeiture of the Earnest Money Deposit.

15. PROCESS TO BE CONFIDENTIAL

After opening of Bids, information relating to presentation, evaluation and comparative statement etc., shall not be disclosed to other Bidders or other persons not officially concerned with the process. Canvassing in any form shall lead to disqualification of the Bidder. The bid documents are to be treated as private and confidential.

16. DEFINITIVE DOCUMENTS:

The Society shall enter into the Definitive Documents with the Developer selected and appointed by the General Body of the Society. The Definitive Documents shall be executed to utilize the Maximum Permissible FSI after taking into consideration, the physical plot area and other statutory reservations thereabouts, subject to demarcation by competent authorities, subject to the Rules and Regulations of the Central Govt/ State Govt/ MCGM from time to time.

17. ADDENDUM / CORRIGENDUM BY THE SOCIETY

Prior to the date of opening of Bid, the Society may issue addendum / corrigendum to clarify documents or to reflect modifications in the terms and conditions of the bid documents. This addendums/corrigendum shall be part of the original bid documents.

18. PROPOSAL

The Developer shall construct, redeveloped building/s, by utilizing plot potential, loading of FSI/TDR, fungible FSI as per DCPR 2034 and the development rules and regulations, putting all infrastructure in place and handing over possession of the new area to the society with full occupation certificate to its existing members free of cost.

All cost of the project for the entire property redevelopment are to be borne by the Developer including cost of legal fees, Approvals, obtaining of IOD /permissible FSI/TDR/Fungible FSI, and CC and all other agencies / authorities, development costs, cost of construction, displacement compensation, hardship compensation, stamp duty, registration fees, shifting charges, brokerage, expenses Project/ Approval Costs / cost escalation / Premium costs/ Interest / GST / Other cost and expenses due to market risks and inflation. Similarly, Insurance / Assessment Tax/ LUC Assessment/ Electricity and Water Bill during construction and stamp duty and registration charges on execution of permanent alternate accommodation with the members etc. along with all other amenities, specifications mentioned in this bid document shall be borne by the Developer.

The Developer is to be remunerated for the above in kind, in terms of the saleable area in the New Building/s to be sold by the Developer directly. The Developer shall not be entitled to earn any revenue except by way of sale of the carpet area of saleable units of the project. All open spaces, common terrace, stilt areas, parking areas, society office, fitness center, clubhouse, servant toilets, staircase and other common areas etc., shall belong to the Society alone.

19. APPOINTMENT OF LEGAL ADVISOR

The Society has appointed the Legal Advisor, to facilitate redevelopment. The fees payable to the Legal Advisor will be borne by the Developer and paid through the Society.

20. OBTAINING OF APPROVALS

The Developer shall obtain at his cost necessary approvals from MCGM, MMRDA, Metro Rail Corporation (DMRC), The Brihan Mumbai Electric Supply and Transport Undertaking (BEST), Adani power, Tata Power Ltd, Mahanagar Gas, MTNL and other utility providers and statutory bodies. All permission, approvals and no objection, expenses and other charges shall be borne by the Developer.

21. RAIN PROTECTION FOR EXISTING BUILDINGS

It is the responsibility of the Developer to do water proofing of reputed brand on the terrace and parapet walls of existing buildings after the execution of the Definitive Documents. The Developer shall erect on-site over the existing building terrace roof, bamboo temporary shed covered with tarpaulin or equivalent material for protection from rainwater during monsoon or do water proofing. The cost towards to the same including approval shall be borne by the Developer alone.

22. NEW PREMISES AND SALEABLE AREA

The New Premises and the Developer's free sale area shall be provided in the same building/s. The Developer shall ensure that internal/ external outlook, elevations, appearance, finishes of New Premises and Developer's free sale area in the New Building/s, should be the same and there shall be no exceptions to the conditions.

23. PARKING:

The Developer shall be bound to construct and provide, free of cost, the New Car Parking Space for the benefit of the Members and Occupants as well as visitors car parking spaces in the New Building(s).

24.

QUERIES ON TENDER

Queries, if any, on Tender Document shall be addressed in writing (through letter / e-mail) to the following:

SUPREME ENGICONS (INDIA) PVT. LTD.
808, Shree Krishna Tower,
Opp. Laxmi Industrial Estate,
Link Road, Andheri- (w), Mumbai-400053.
Tel.No. - 022- 2677 4100/2677 4200/9320013007
E-Mail: info@supremeengicons.com

Only written queries through letter / e-mail will be replied (with a copy to the Society). All queries will have to be communicated within 7 days from the last date of collection of Tenders. Responses shall not constitute amendments to the Tender Document.

CHAPTER 8
SPECIAL CONDITIONS

1. **General**

The Special Conditions are to be read in conjunction with General Conditions. If there are any variations or discrepancies or conflicting provisions, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions.

2. **Sequence of Events**

- ❖ Shortlisting, selection and appointment of Developer.
- ❖ Receiving NOC from Dy. Registrar, Co-operative Housing Society, for appointment of the Developer.
- ❖ Signing of Letter of Intent with the Developer.
- ❖ Approval of tentative plan by the Society.
- ❖ Signing and registration of Definitive Documents.
- ❖ Detailed survey by MBRRB to ascertain existing carpet area.
- ❖ Receiving NOC of MHADA.
- ❖ Approval from High Power Committee for Cluster Redevelopment Scheme.
- ❖ Obtaining required permission for clearance of Funnel of Vision, MOEF permission and Intimation of Disapproval for the entire project.
- ❖ Execution and registration of the Permanent Alternate Accommodation Agreements with each Member and Occupant (as applicable).
- ❖ Vacating the existing flats/shops/garages etc. and shifting to temporary alternate accommodation and handing over possession of the Property to the Developer.
- ❖ Demolition of the existing buildings.
- ❖ Obtaining Commencement Certificate.
- ❖ Registration of project under RERA.
- ❖ Commencement of construction work as per agreed Schedule Bar Chart and PERT Chart.
- ❖ Obtaining Occupation Certificate.
- ❖ Handing over possession of the New Premises to the Members and Occupants (as applicable).
- ❖ Obtaining Building Completion Certificate

* Tentative Benchmark Timelines for Following Activities

- ❖ Letter of Intent to Definitive Documents – 180 days.
- ❖ Definitive Documents to Letter of Intent from High Power Committee – 6 months.
- ❖ Definitive Documents to clearance of Funnel of Vision, Height Permission, MOEF permission and Intimation of Disapproval – 6 months.
- ❖ Intimation of Disapproval to vacating the property – 45 days.
- ❖ Intimation of Disapproval to Commencement Certificate – 4 months.
- ❖ Commencement Certificate to construction work of Plinth level -6 months.
- ❖ Completion of project - 42 (Forty-Two) + 6 (Six) months grace period on account of event of Force Majeure from the date the Society has handed over possession of the Property to the Developer.

** Final timeline to be quoted by the Developer.

3. Future Benefits and Changes in Rules/Regulations

Prior to the obtaining of Occupation Certificate, If there is any change in the policy of the MCGM, changes in the current DCPR, MMRDA, Government of Maharashtra or any public or statutory bodies and authorities governing development of properties in the city and suburbs of Mumbai, whereby the Current Development Potential i.e. FSI and/or TDI and/or fungible compensatory FSI or any other FSI/area pertaining to the land is increased, then in that event the benefit of such additional FSI and/or TDR and/or fungible compensatory FSI and/or any other FSI/area by whatever name called shall belong to the Society alone.

4. The design of the New Buildings shall be earthquake resistant and wind load as per MCGM norms. The structure will be designed as per IS codes of Practice Is: 456 and IS: 1893 for Dead Load, Live Load, Earthquake Load, Wind Load etc.

5. Condition for release of Bank Guarantee

The Bank Guarantee shall be on a reducing basis and shall be irrevocable and continuing and kept valid until completion of the project. A 90% of the Bank Guarantee will be reduced on pro rata basis as per mutual understanding with the Developer and 10% of the Bank Guarantee shall remain with the Society till the completion of Defect Liability Period.

6. Condition for release of Security Premises

The Security Premises shall be released in stage wise basis the work in progress. Society shall provide the milestone for release of the Security Premises under the Definitive Documents basis the work in progress at the Property.

7. Possession of Developer Sale Premises

The Developer is not allowed to handover the sale premises to the respective buyers until the Developer has handed over possession of the New Premises to the Members and Occupants (as applicable).

8. Admission of New Members in the Society

The Society shall not enroll the new members until the Developer complies with all the terms and conditions of Definitive Documents and the Developer hands over possession of the New Premises to Members and Occupants (as applicable) after receipt of the Occupation Certificate as stated above.

The purchasers/buyers of sale premises of the Developer will be admitted and inducted as members of the Society, in accordance with the bye-laws of the Society. The Developer shall not be called upon to be admitted as a member of the Society in respect of unsold free sale area till a period of six months from the date of Occupation Certificate.

No person deriving any interest in respect of free sale area by way of sale, lease, carry on any activity relating to Dance bars, hospitals, nursing homes, gambling, betting stations, casinos, pubs, night clubs and service apartments. Further the roof top terrace of New Building(s) shall belong to the Society alone.

9. Defect Liability Period

The Developer shall be responsible for rectification of defects noticed during the Defect Liability Period. Subsequent to the taking over of the works and after it has been in use, its maintenance would be the responsibility of the Developer. The 10% of Bank Guarantee shall be retained by the Society for securing the Society during the "Defect Liability Period". During the defect liability period, the Developer shall be responsible to make good and remedy, at its own expenses, any defect which may develop or may be noticed before the expiry of defect liability period. However, for waterproofing of the buildings the Developer shall provide a warranty for a period of 120 months from the date of occupation certificate for the New Building/s. If the Developer fails to rectify the defects as per the terms and conditions of the Definitive Documents, the Society shall be entitled to utilize 10% of Bank Guarantee to the extent of an amount equivalent to the cost involved and incurred in rectifying the defects.

10. Basic terms and conditions of the Project

- a) The Society shall grant to the Developer and the Developer shall acquire from the Society, sole and exclusive development right on principal to principal basis and not as agent of the Society to carry out and complete the Re-development of the Property.
- b) The Developer shall be entitled to redevelop the Property by demolition of existing buildings and consuming the available FSI/TDR/Fungible FSI to the extent of maximum permissible FSI under DCPR 2034, after formal survey and demarcation of the Property by EET and C / EEDP/ AE Survey and City Survey dept./MCGM after taking into account road set back, curves to road etc. and constructing New Building(s) with maximum height permissible by Civil aviation authority and rules and regulations made thereunder from time to time.
- c) Any additional FSI/TDR/Fungible FSI, arising out of modification and re-enactment of DCPR or new policy by the Government shall belong to the Society alone.
- d) The Developer shall prepare and submit tentative floor/building plans in respect of the New Building(s) to the Society for its approval before submission to the MCGM for approval for obtaining IOD/permission from MOEF.
- e) Upon obtaining the necessary permissions from MCGM the Society shall hand over the building for demolition to the Developer subject to the terms and the conditions of the financial bid and the agreement made between the Society and the Developer, individual flat owner of building and Developer, etc. Necessary Bank Guarantees and deposits shall have to be paid and submitted by the

Developer as per the Definitive Documents terms and conditions.

- f) The Members New Premises and the Developer's sale area completed shall be within the same building/s and no isolated/separate structures for Members New Premises and Developer's sale area shall be allowed at all.

11. OFFER TO THE SOCIETY:

- a) Percentage of additional Carpet Area over and above the Existing Carpet Area.
- b) Hardship compensation payable by the Developer at a rate per square feet of Existing Carpet Area to the Members and Occupants (as applicable) and the terms of payment.
- c) Displacement compensation to be paid to the Members and Occupants (as applicable) during the entire period of construction at a rate per square feet of Existing Carpet Area with percentage increase every year.
- d) Brokerage and stamp duty payable to the Members and Occupants (as applicable) for the entire period of construction.
- e) To and Fro shifting charges payable to the Members and Occupants (as applicable).
- f) Stamp Duty and Registration charges and GST as applicable on existing and additional offered area to be borne by the Developer.
- g) Bank Guarantee.
- h) Security Premises.
- i) In case of any increase in FSI during the progress of work due to amendment of rules by the corporation/state government/central government shall belong to the Society alone.
- j) Following shall be provided without any compromise, managing committee demand decision will be final and binding on Developer for this:
- a. Health club/Gym/fitness center with world class amenities;
 - b. 2 (two) Banquet Hall each having a minimum of 2,500 square feet Carpet Area; and
 - c. Fully furnished Society office, conference room, servant toilet, watchman cabins etc.

12. SOCIETY'S DECISIONS TO BE FINAL

The decisions of the Society on all matters pertaining to this project including scrutiny of designs, supervision of works, quality control etc. during the project including with regard to any delay, defect or deficiency shall be binding on the Developer. The Society shall however notify the basis of arriving at such decision to enable the Developer to remedy the same. The Society will also seek the opinion of its financial, project and/or legal consultants depending upon the situation. The Developer shall ensure that there should not be any inconvenience, nuisance to the neighborhood in and around this complex till the newly constructed building is handed over by the Developer to the Society.

13. SOCIETY'S OBLIGATIONS

- a) The Society shall issue power of attorney in favor of the Developer for the specific purpose and period to enable the Developer for obtaining necessary permissions

for redevelopment on behalf of the Society.

- b) The Society shall issue necessary certificate, letters, authority etc. as needed by the Developer for carrying out his obligations.
- c) The Society shall supply available documents of Title, Plan copies, Conveyance deed etc. to the Developer through electronic mode and the same shall remain confidential information and the Developer shall not divulge with such documents with any third party.

CHAPTER 9
GENERAL CONDITIONS

INTERPRETATION AND DEFINITION

1. All the Disclaimers, Schedules, Proforma and Annexures to this Tender Document shall form an integral, inherent, and operative part of this Tender Document.
2. Unless otherwise stated or unless the context otherwise requires, in this Tender: -
 - 2.1 Headings and marginal notes are for convenience only and shall not affect the interpretation or construction of this Tender.
 - 2.2 Where a word or phrase is defined, the other parts of speech and grammatical forms of the words or phrase shall have corresponding meaning.
 - 2.3 References to statutes shall be a reference to the statutory enactments, rules, and regulations (as modified, amended or re-enacted as of the appropriate date) in force in India and amendments thereto from time to time.
 - 2.4 Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa.
 - 2.5 Words imparting the masculine gender shall also include the feminine gender.

Note: The following terms in this Bid Document shall be synonymous:

- (i) Developer / Bidder / Contractor
 - (ii) Bid/Tender/Tender Document/Bid Documents
3. In this Tender Document, unless the context otherwise requires, and in additions to the terms and conditions already defined, the terms and expressions shall have following meaning:
 - 3.1 "**Applicable Law**" shall mean any statute, legislation, treaty, code, law, regulation, ordinance, rule, notification, circular, office order, judgment, order, decree, bye-law or approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, of any of the foregoing.
 - 3.2 "**Bank Guarantee**" shall mean and refer to a duly stamped irrevocable, unconditional and without recourse bank guarantee of a Nationalized/Scheduled Bank (not a Cooperative Bank) payable at the time of execution of the Definitive Documents.
 - 3.3 "**Bid**" shall mean the offer tendered by the applicant/Bidder as per the terms and conditions of this Tender Document.
 - 3.4 "**Bidder**" shall mean any entity who submits a Bid in pursuance to this Tender.
 - 3.5 "**Carpet Area**" shall mean the carpet area as defined under the provisions of RERA including as may be notified under its rules, regulations and amendments or re-

enactments thereof.

- 3.6 **"DCPR 2034"** the Development Control and Promotion Regulations, 2034 along with all its amendments as may be notified from time to time.
- 3.7 **"Defect Liability Period"** shall mean a period of 60 (sixty) months from the date of receipt of full occupation certificate of New Building(s) to be constructed on the Property.
- 3.8 **"Definitive Documents"** shall mean the Re-Development Agreement, and Power of Attorney to be executed between the Society and the Developer.
- 3.9 **"Developer"** shall mean the entity selected by the Society to whom the redevelopment of the Property is entrusted on the terms and conditions as recorded in the Definitive Documents.
- 3.10 **"Existing Carpet Area"** shall mean the areas occupied by each of the Members, Occupants and the Society and as set out in **Annexure "2"** annexed hereto.
- 3.11 **"Final Completion"** shall mean the completion of the redevelopment of the Property in accordance with the Definitive Documents including after completing the entire 'Scope of Work' as is contemplated under this Tender and which in the opinion of the Society and PMC is completed in all respects and shall also mean after the Developer has satisfactorily passed any final acceptance test as prescribed hereunder.
- 3.12 **"Government"** shall mean the Government of State of Maharashtra and/or the Central Government, as the case may be.
- 3.13 **"GST"** shall mean Goods and Service Tax.
- 3.14 **"IOD"** shall mean the Intimation of Disapproval granted to the Developer for the Project.
- 3.15 **"Legal Advisor"** shall mean Messrs DSK Legal, Advocates and Solicitors being the legal counsel and/or any other legal counsels engaged by the Society to advise it on legal matters pertaining to the Tender and the Project.
- 3.16 **"Letter of Intent"** shall mean intimation by the Society, vide a letter, to the Successful Bidder that the Society is desirous of appointing it as the Developer for the redevelopment of the Property as per the terms and conditions of this Tender Document and the Definitive Documents.
- 3.17 **"MAHARERA"** shall mean Maharashtra Real Estate Regulatory Authority constituted under the provisions of RERA.
- 3.18 **"Maximum Permissible FSI"** means maximum permissible FSI generated from the Property by veiling benefit of land FSI, fungible FSI, compensatory FSI, and/or FSI /TDR in any other form under Cluster Redevelopment Scheme.
- 3.19 **"MCS"** shall mean the Maharashtra Cooperative Societies Act, 1960 and the rules, regulations, bylaws framed thereunder, the circulars and orders published thereunder from time to time including any amendments thereto or re-enactment thereof.

- 3.20 **"Managing Committee"** shall mean the Managing Committee as duly appointed by the Society in accordance with the byelaws of the Society and the Applicable Law.
- 3.21 **"MBRRB"** shall mean Mumbai Building Repair and Reconstruction Board.
- 3.22 **"Members"** shall mean all the members of the Society as per provided in Annexure "2" annexed hereto.
- 3.23 **"New Flats/Shops"** shall mean the residential flats/shops to be comprised in the New Building(s) to be constructed by the Developer on the Property and to be allotted to each of the Members and Occupants (as applicable), free of costs.
- 3.24 **"New Car Parking Spaces"** shall mean the car parking space to be provided by the Developer free of costs along with New Flats/Shops to each Members and Occupants (as applicable) in the New Building(s) to be constructed on the said Land.
- 3.25 **"New Premises"** shall mean collectively New Flats/Shops and Car Parking Spaces.
- 3.26 **"MHADA"** Mumbai Housing and Area Development Authority.
- 3.27 **"Money Laundering Laws"** shall mean all money laundering-related laws of any jurisdictions where the Bidder resides and/or conducts business and/or owns assets, and any related or similar Applicable Law issued, administered, or enforced by any Governmental Authority; and includes the Prevention of Money Laundering Act, 2002.
- 3.28 **"New Building(s)"** shall mean the new building/s to be constructed by the Developer on the Property after demolishing the existing building standing thereon in accordance with the terms of the Definitive Documents.
- 3.29 **"Non-selected Bidder/s"** shall mean the Bidder/s who is/are found unsuitable as per the eligibility criteria by the Society.
- 3.30 **"Notices"** shall mean:
- a. Any notice to be given to the Bidder under the terms of this Tender shall be served by sending the same by registered post acknowledgment or hand delivery at its principal place of business at Mumbai or by email on the email ID notified by the Bidder whilst submitting its Bid.
 - b. Any notice to be given to the Society under the terms of the Definitive Documents and/or the Tender shall be served by sending the same by registered post acknowledgment or hand delivery at Society's office (till the demolition of the Existing Buildings) or by email on the email ID: simlahousechs@gmail.com
- 3.31 **"Occupants"** shall mean the occupants of the shops and garages in the building of the Society and as set out in Annexure "2" annexed hereto.
- 3.32 **"Project"** shall mean the entire project of redevelopment of the Property to be executed in accordance with this Tender Document and Definitive Documents and shall include extra or additional, altered or substituted, ancillary works as

required for the performance thereof. The same shall include demolition of the existing building, construction and development of the New Building(s), infrastructure, amenities, open space, landscape, etc.

3.33 "**Security Premises**" shall mean 20,000 square feet Carpet Area to be kept as lien by the Developer from the sale area/component of the Developer in favour of the Society as per Schedule Bar Chart and PERT Chart provided by the Developer on that society can release the Security Premises area.

3.34 "**Society Temporary Office**" shall mean a temporary air-conditioned office to be constructed by the Developer on the said Land until obtainment of Occupation Certificate.

3.35 "**Shortlisted Bidder**" shall mean any entity who Bid is in principle accepted by the Society to provide presentation of the proposed project to be undertaken on the Property to general body of the Society. It is clarified that Shortlisted Bidder does not get entrusted with any work or development rights of the Property.

3.36 "**PMC**" shall mean Supreme Engicons (India) Pvt. Ltd. and/or any other consultant/s appointed by the Society as its Project Management Consultant.

3.37 "**Project**" shall mean the redevelopment of the Property to be undertaken by the Developer in consonance with the terms and conditions of this Tender Document and the Definitive Documents.

3.38 "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, the Circulars and Orders published thereunder from time to time including any amendments thereto or re-enactment thereof.

3.39 "**Society**" shall mean Simla House Co-operative Housing Society Limited duly registered under section 9 (1) of the Mah. Co-operative Housing Societies Act, 1960 bearing Registration No. BOM/HSG/1688 OF 1969.

3.40 "**the Property**" shall mean all that piece and parcel of land bearing Cadastral Survey No. 442, 443 and 444 of Malabar-Cumballa Hill division as per title document and bearing Cadastral Survey No. 444 admeasuring 9,371.71 square meters or thereabouts as per physical verification together with 5 building/s standing thereon, situate, lying and being at 51/B Laxmibai Jag Mohandas Marg, Mumbai - 400026 in the registration district and sub district of Island City of Mumbai.

4. **Developers General Obligations**

The Developer shall be deemed to have carefully studied the work and site conditions, specifications, schedules and drawing and various other data and shall be deemed to have visited the site of the work, carried out his own inquiries and measurements and to have fully acquainted himself regarding the local conditions and the surroundings including market conditions of real estate and all potential technical, operational and business risk involved therein etc. He shall be deemed to have carried out his own surveys, investigations, and assessment of site conditions and market condition and technical and financial feasibility. He is deemed to be fully aware of all statutory requirements including those concerning labour and the local conditions/status or availability and employment of labourers. He shall be deemed to have his own assessment of present and future market. The data given by the Society is made available in good faith only for general information without any commitment or responsibility on the part of the Society about

its accuracy. The Developer shall accordingly work out his proposal.

- 4.1. The Developer shall submit within the time stipulated to the Society in writing the detailed methodology that would be adopted for the execution of any item of work and obtain its approval to the same in advance before starting the work.
- 4.2. The Developer shall also submit the programme of work indicating the date of actual start with monthly planning to the Managing Committee. The Developer shall complete the entire project within the time limit and as per agreed timetable for salient milestones, failing which he shall render himself liable to pay liquidated damages to the Society. In the event of non-completion of the project within the stipulated/extended time, the Society and its members shall be at liberty to encash the Bank Guarantee without prejudice to any other rights or remedies available with the Society. In the event of any delay, the Developer shall submit an action plan for covering back log of progress of actual work with respect to planned work in the subsequent month of activity.
- 4.3. Professional fees of the PMC, Legal Advisor and other consultants shall be borne and paid by the Developer through the Society.
- 4.4. The Developer shall provide a temporary office of a minimum size of 3m x 5m with air conditioner(s) and suitable partitions etc. at suitable location for the use of Society's staff and a separate office for consultants, free of cost on the site of work. The office shall be provided with all 2 (two) separate toilets for males and females, amenities, furniture, fixtures and fittings etc. required for a good office.
- 4.5. The Developer after completion of the work and obtaining Occupation Certificate from MCGM including full water connection, electricity connection and cooking gas connection, or on termination shall clear the site of all debris and remove all unused materials, plants, machinery, equipment, tools etc. The Developer shall also clear the site of all temporary structures, site office, labour camps, utility lines etc, constructed/erected for execution of the project and obtain a letter to this effect from the Managing Committee. The work shall be treated as complete only after relevant completion Certificate is issued by the Managing Committee on satisfactory completion of all works in all respects and clearance of site.
- 4.6. The Developer shall bear all the market risks and financial burden due to any future changes in legislation and rules and regulations involving extra cost in fulfilling his obligations under this contract. Provided that any extra benefits of FSI etc. accruing to the Society due to future legislative changes or changes in rules and regulations shall belong to the Society alone without any sharing with the Developer.
- 4.7. The Developer shall incur/ bear all costs of legal matters of the Society that might arise during the course of this project.
- 4.8. The Developer shall indemnify and save harmless the Society against all actions, suits, claims, penalties and demands including non-observance of prevailing laws, rules and regulations, infringement of patent rights brought or made against it in respect of anything done or omitted to be done by the Developer in connection with the work and against any loss or damage to the Society in consequences of any action or suit being brought against the Developer or Society for anything done or omitted to be done in the execution and maintenance work.

5. The ground floor plinth level shall be minimum 3 feet above existing road level. The demolition of the existing building shall be carried out as per IS 4130-1991. Necessary care and safety measures during the demolition shall always be well planned beforehand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be approved by the Society before commencement of the work. Removal of the debris after demolition from the site will be done by the Developer at his own cost.
6. The Developer shall discard the existing water supply lines, drainage lines, power lines etc. and make arrangement for temporary water supply lines, drainage lines, power lines etc. if required and lay down new drainage lines as per the rules of the MCGM at his cost.
7. High-speed air-conditioned lifts of either Hitachi/Toshiba/Thyssenkrupp/Mitsubishi or as a brand/make approved by the Society shall be provided for the use of residences of building by the Developer at his cost and as per M.C.G.M. rules and regulations including fire proof lifts etc.
8. For all defective works, the Developer shall be liable for demolish and rebuild. Defective material delivered at work site has to be removed from the site by the Developer at his own expenses, within a week, failing which the PMC shall get it removed from the site in the manner he deems fit and the expenditure towards the shifting shall be recovered from the Developer.
9. Anti-Termite treatment for the entire premises shall be carried out before, during and after completion of the foundation, plinth and building. The Developer shall make his own arrangements for obtaining construction water supply and electrical power.
10. The Developer shall note that the entire project is of nature of contracts and the same shall be time bound and restricted to the areas finalized at the agreement stage. The Developer shall not have any right / claims whatsoever over the title of the plot or otherwise. However, the Developer shall be responsible for all the liabilities arising on plot /Society due to the proposed redevelopment and entire Municipal Taxes of the existing structure after vacating till handing over possession of the flats to individual members.
11. The entire proposal shall be submitted in the name of the Society and the Developer shall be given only limited rights for the entire project redevelopment and right to sale able area, while at the same time indemnifying the Society for any claims / disputes, delays occurring during the execution of the project.
12. The Society has currently appointed M/s Supreme Engicons (India) Pvt Ltd. as their PMC for the project. Accordingly, the fees of the PMC of the Society shall be paid by the Developer through Society. The professional fees will be 1% of the total construction cost + GST@18% as applicable and shall be paid by the Developer in advance (i.e. a part payment at the time of LOI and Balance as per agreed upon terms and conditions between Society, Developer and PMC) to the Society. The payment schedule are as follows:

PAYMENT TERMS:

SR. NO.	DESCRIPTION	PERCENTAGE
1.	On issue of LOI to Developer	10%
2.	On MOU/ Definitive Documents between Society and Developer	10%
3.	On finalisation of Plan of the Society	5%
4.	On vacating the existing building	10%
5.	On completion of Foundation	5%
6.	On completion of Plinth	5%
7.	On completion of RCC frame (The percentage will be equally divided into numbers of floor slab)	30%
8.	On completion of Brickwork (The percentage will be equally divided into numbers of floors)	10%
9.	On completion of internal, external plaster and Painting works	5%
10.	On completion of Plumbing, Electrification and Interior works	5%
11.	On obtaining Occupancy certificate	5%

13. All other professionals required for the successful implementation of the project shall have to be appointed by Developer in consultation with Society and Supreme Engicons (India) Pvt. Ltd.
14. The Society has currently appointed M/s DSK Legal, Advocates and Solicitors to provide the legal services for the project. Accordingly, the fees of M/s DSK Legal shall be paid by the Developer through Society. The fee payable to M/s DSK Legal is Rs.55,00,000/- (Rupees Fifty-Five Lakhs Only) plus applicable GST. The payment schedule are as follows:

PAYMENT TERMS:

Sr. No.	Particular	Amount
1.	On issuance of Letter of Intent	Rs.20,00,000/-
2.	On receipt of draft the Definitive Documents from the Developer	Rs.15,00,000/-
3.	On finalization of the Definitive Documents	Rs.15,00,000/-
4.	On receipt of first draft of Permanent Alternate Accommodation Agreement	Rs.5,00,000/-

15. All the necessary stamp duty, registration charges, all taxes, Government charges, levies premiums and all other payments regarding the proposed redevelopment work and individual existing Society members' Permanent Alternate Accommodation Agreement Power of Attorney etc. shall be borne and paid by the Developer alone.
16. Specified reference in the specification to any material by trade name or Catalogue number shall be considered as establishing a standard of quality and performance and not as limiting competition in such cases. Developer may use any other product provided that it ensures higher quality than the approved make of materials and meets the Society's approval.

17. The Developers should complete the entire project within 42 months with further grace period of 6 (six) months on account of event of Force Majeure from the date of receipt of possession of the Property from the Society.

18. The Developer shall create (i) 246 letter boxes for the Members, 69 letter boxes for the Occupants listed at Serial Nos. 247 to 311 of Annexure_ "2" and 1 letter box for the Society inside the compound during the period of construction and up to possession of New Premises. The Members shall throughout the subsistence of the redevelopment of the Property be entitled to sell his/her/their flats and the Developer shall have no objection to same. In case of sale, the new purchaser/s will abide by all the bye-laws of the Society and terms and conditions of redevelopment as agreed between the Society and Developer.

19. The Developer will ensure equal distribution of water to all flats through proper designing of the distribution /loop lines/boring line in kitchen and one in every toilet/bathroom.

20. The Developer shall handover postdated cheques for total of 42 (forty-two) months for the members entitlement including displacement compensation, hardship allowance, shifting charges, brokerage charges etc. to all the Members and Occupants (as applicable) at the time of Society hand over the Property to the Developer . If, for any reason the completion period is extended, the Developer shall have to pay the displacement compensation, shifting charges, brokerage charges for entire extended period by 60 days in advance.

21. **LIQUIDATED DAMAGES**

21.1. If the Developer fails to complete the works/items of work in all respects and hand over the same to the Society within the time stipulated or approved extended time, the Developer shall pay to the Society Liquidated Damages (LDs) for such default in addition to any other remedy available under law, a minimum of 5% of total project cost.

21.2. Penalties shall be levied at every stage of failure is obtaining permissions as well as completion of job at phases. Delay in obtaining necessary permissions viz. IOD, CC, FCC, Full OC, BCC etc. from MCGM/Concerned authorities within a specific time frame shall lead to imposition of penalty Rs. 2,00,000/- (Rupees Two Lakh only) on every instance. If the Developer fails to obtain these permissions on time as decided, then before the next permission is obtained, the Developer shall seek a new time length from Society and seek its approval.

21.3. The payment of such Liquidated Damages or penalty shall not relieve the Developer from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

CHAPTER 10

NON-TECHNICAL SPECIFICATIONS

1. The Developer shall depute a full-time, qualified Engineer having experience of, 10 years and approved by the Municipal Corporation or local authority as per statutory requirements at site to supervise the Project and to be maintained until completion of the Project.
2. The Developer will have to carry out all the testing works for the materials from the Govt. Approved laboratory (such as IIT-Mumbai / VJTI Labs), as required by the PMC/Society from time to time at his own cost. The Developer will submit a manual with Quality Control Norms for the entire construction. The norms should meet up with the relevant latest I.S. Codes and Standards.
3. The Developer shall be solely responsible for the payment of all benefits to his employees, such as provident fund, bonus, retrenchment compensation etc., applicable as per the various Statutory Regulations. Any increase due to changes in the Statutory Regulations during the project Period shall be borne by the Developer.
4. All the workmen should be insured at the cost of the Developer and applicable laws shall be followed by the Developer.
5. The Developer shall provide an equally qualified and competent replacement for any personnel rejected or leaving the site without the written approval of the PMC, immediately and without interruption to the Project.
6. The Developer shall be responsible for the conduct of its personnel. The Developer shall be particular and responsible for maintaining order and discipline on Site.
7. The Developer shall ensure compliance with the Applicable Law on site, in particular site regulations, safety and accident prevention regulations, etc.
8. The Developer shall make use of all measures like safety belts, helmets, shoes, net, etc. available to the Developer for the safety of his personnel. The Developer shall ensure fulfillment of all contractual obligations by his/their/its personnel regarding their services and their exercising skill and care.
9. The Developer shall ensure observing and respecting special customs and practices prevailing at the location of the site. This applies in particular to possible prohibitions and restrictions, e.g., prohibition of the sale and consumption of alcohol, the prohibition of religious or political activity, prohibition of assembly, etc.
10. The Developer shall obtain at its own cost all permits required for the services, e.g., shift work, Sunday/Holidays and overtime work permits.
11. The Developer shall inform the PMC of any circumstances that may have an impact on the Project performance without delay, irrespective of who is responsible for these circumstances.
12. Areas around the site shall be maintained clean, free from debris and scrap materials by the Developer at his cost. Excavated earth must also be neatly stacked in locations indicated to the Developer by the P.M.C. of Society.
13. The Developer shall provide and maintain an adequate number of portable fire extinguishers at his own cost, in his site offices, stores and areas where welding / gas

cutting is to be carried out.

14. HEIGHT OF FLATS

All the new flats of the Society shall have a clear height of 11 feet after flooring and plaster of the ceiling.

15. Protection of the Project

15.1 Should the Project or any part thereof be suspended by reason of inclement weather strike, riots, lockouts or any other like causes, the Developer shall take all precautions necessary for the protection of the Project or part thereof and at his own expenses shall make good to the Society's satisfaction any loss and / or damage arising from any of these causes.

15.2 The Developer shall continuously and adequately protect the Project from damage due to the actions of weather and injury or defacement by any of his staff or workers and shall cover finished parts for their thorough protection. Particular attention shall be paid to the protection of floors from stains by spitting pan, betel leaf or from oil leakages, breakages of sanitary fittings, theft of plumbing-fittings and hardware etc., and the Developer will be entirely responsible for the replacement thereof at no cost to the Society.

15.3 The Developer shall take comprehensive insurance of the entire under construction project with a reputed insurance company, which shall cover the cost of development of the new building and other incidental cost, charges and expenses. A copy of such policy will be handed over to the Society and the Society will also be one of the beneficiaries to such insurance.

16. APPROVAL FROM CONCERNED AUTHORITIES:

It is the sole responsibility of the Developer to obtain all the necessary approvals / permissions for carrying out redevelopment. The necessary charges, deposits, fees, premiums, penalties, taxes, levies etc. if any, and all the charges required to be made to the various statutory authorities from time to time shall be borne and paid by the Developer alone.

17. USE OF SPECIFICATIONS I.S.I.:

In case where no particular specification is given for any material to be used under the contract the relevant specification where one exists of the Indian Standard Institution shall apply.

18. INSPECTION and APPROVAL:

All work embracing more than one process shall be subject to the examination and approval at each stage. The PMC/Society shall be entitled to appraise the quality and extent thereof or order rework, without any liability to Society. The Society shall be entitled to carry out surprise inspection of the work in progress at site.

19. SITE VISIT:

The Developer is advised to visit and examine the site of Property and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The cost of visiting the site, collecting all documentary details, necessary data over and above those submitted with the bid, if any, shall be at the Developer's own expense.

The Developer shall not be entitled to enter in the Society's premises unless accompanied by a specific letter from the Society. Unless permitted by the managing committee, the Developer shall not interact with anyone in the Society's premises during any of the site visits.

20. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR LATE COMPLETION:

The Project shall be completed within the period stipulated in this Tender Document and to be recorded in the Definitive Documents. The Developer shall mobilize adequate amounts of funds, plant, equipment and laborers to meet this schedule. The time for completion is inclusive of any monsoon period and no extension of time shall be granted on this account. The Developer shall make its own arrangements for obtaining of construction water supply and electrical power to meet his requirements. The entire cost for the same shall be borne by the Developer including the charges for monthly consumption.

At the time of execution and registration of Definitive Documents, the Developer shall provide to the Society a Bar Chart envisaging the stages of construction and the time period within which each stage shall be completed and thereafter the monthly MIS (Management Information System) shall be given by the Developer. The whole of the Project shall proceed within such sections and at such times and in such order and manner as described in the Bid Documents, and/or as directed by the Society's / consultant.

21. WORK SCHEDULE AND PROGRESS REPORTS:

The Developer shall prepare a detailed Tentative Bar Chart and PERT (Program Evaluation and Review Technique) Chart for the Project to suit the time for completion and submit the same after receiving LOI. The Tentative Bar Chart should expressly state the dates of completion of intermediate phases, in a phased development and should be approved by the Society. This Bar Chart/PERT Chart shall be reviewed fortnightly with the Consultant to ensure that the time frames given are being respected or to initiate corrective steps to maintain the same. The Society reserves the right to revise the above Charts to overcome any shortfall. Any failure in observing the provision / time frames of Charts will entail charge of Liquidated Damages on the pro rata milestone delay.

The Developer shall submit monthly progress reports indicating the progress achieved; anticipated problems and the methods propose to overcome such problems. However, the time schedule shall be adhered to at any stage of the project.

22. INSURANCE:

The Developer alone will be responsible for all liabilities in respect of workers employed/engaged in the redevelopment and deputed at site including the PMC its representatives and the supervisory staff who are deputed or visiting the site from the date of execution of LOI till the receipt of OC. The Developer shall pay the wages, remuneration and salary of such labor, workman, contractors, professionals and personal and comply with all Applicable Law in that behalf including requisite insurance policies, workmen compensation policy, third party insurance, accident policies, insurance against fire, earthquake etc. Society shall in no way be responsible for any lapse in insurance. The Developer shall obtain the policies and certificate for insurance after receipt of CC and the same shall be shared with the Society for inspection. The Policy will be renewed every year till the time, the Developer receives the Occupation Certificate and the originals shall be handed over to the Society. The Developer shall indemnify the Society and its existing members from and against all claims in connection with the Redevelopment and all work carried out done by the Developer on Property or falling under the scope of Developer's work agreed under the Definitive Documents.

23. **COMPLIANCE WITH STATUTES AND REGULATIONS:**

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

The Developer shall indemnify and hold harmless the Society against all penalties and liabilities of each and every kind for the breach of any such provisions. The Developer shall bring to the notice of the Society all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Society and also obtain the necessary approvals/sanctions of the Authorities solely at his own cost.

Notwithstanding the insurance obligations the Developer shall not be relieved of the obligation to indemnify and hold harmless the Society in relation to the provisions here above.

Any deductibles or excesses not insured by the parties and any Amounts not recovered from the insurer notwithstanding compliance by the parties with their obligations in respect to such insurances shall be borne by the Developer in accordance with the respective liabilities under the Contract.

24. **LABOUR RELATIONS:**

The Developer shall also keep PMC informed of the details of the labor force and the labor problems that occur, as required by the relevant labor laws. The Developer shall ensure that all necessary safety precautions are taken at site, such as the providing of safety helmets, belts, shoes, etc. as required for the Project and to satisfaction of PMC.

25. **COMPLIANCE WITH LABOUR LAWS:**

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

26. **OBJECTS OF ANTIQUITY:**

All objects of value or antiquity found on the site shall remain the property of the Society and any such find shall immediately be reported to the Society.

27. **SPECIAL REQUIREMENT:**

The layout and building plans shall be presented by the Developer before the General Body of the Society and the Building Plan approved by the general body of the Society shall be submitted by the Developer to the MCGM and other Authorities for necessary approvals/permission. While designing the New Building, the Developer shall ensure that the New Premises in the New Buildings shall have the same view, dimension (or better view and dimension) and direction as the existing view, dimension, and direction of the existing flats.

It will be the Developer's responsibility to do the necessary submission, co-ordination/follow up with MCGM, MOEF, Municipal Authorities, CFO, and any other public department to obtain necessary/ required NOC for maintaining smooth and satisfactory progress and timely completion of the work.

It will be Developers responsibility to provide bare shell flats to desired Members and Occupants (as applicable) and compensate them with basic price for the flat interior works.

28. **RESOLUTION OF DISPUTES**

The Courts in Mumbai will alone have exclusive Jurisdiction in the matter.

29. **TERMINATION OF CONTRACT BY SOCIETY**

If the Developer fails and or is unable to complete the construction and obtain OC for the entire project within the stipulated period of 42 (forty two) months with a grace period of 6 (six) months, on account of event of Force Majeure from the date of receipt of possession of the Property, then in that event, the Society shall at its sole discretion be entitled to either grant extension to complete the construction and obtain OC or terminate, revoke and cancel the Definitive Documents that shall be entered into.

In the event of the Developer committing any breach of the Terms and conditions of the Redevelopment Agreement or the Developer abandons the Project or Fails to commence the work without any lawful reason or fails to get necessary approvals or fails to load the maximum permissible FSI in the name of Society or neglects the performance of any conditions of the Contract or has concealed any vital information or has changed the constitution of the company or has assigned the contract of Redevelopment or has been adjudged as Bankrupt, in that event the Society shall give a written notice to the Developer setting out the breach and calling upon the Developer to remedy such breach within a maximum period of 30 days from the issuance of such letter. If the Developer fails to comply with the remedy of breach/breaches, the Society shall be entitled to terminate, revoke and cancel the Definitive Documents and enforce Bank Guarantee for the completion of the project without any protest from the Developer.

30. **AMENITIES:**

30.1 EXTERNAL AMENITIES: This will be subject to space availability and basis of final design/layout of building(s). Habitable area cannot be compromised to include amenities.

- i. Entrance lobby with high ceiling
- ii. Club House with AC Gymnasium for Females, Males and Senior Citizens
- iii. Wi-Fi/broad band connection
- iv. Swimming Pool
- v. Toddler Pool
- vi. Indoor Games (arena)
- vii. Children play area

- viii. Party Lawn
- ix. Rock Climbing Wall
- x. Theme Gardens
- xi. Fully furnished Society office with AC and Conference room
- xii. Jogging track (at a convenient place, either on ground or terrace)
- xiii. Smoke detection system in common area
- xiv. Parking area for truck (during shifting of goods), car, two wheeler, cycle as per MCGM rules and regulations
- xv. Meditation deck
- xvi. Water bodies / cascading water fall
- xvii. Senior citizen corner
- xviii. Power back for all common areas
- xix. High speed Automated lift with power back up (Japan or German brand) 10 passenger lifts + 5 service lifts
- xx. Servant/Driver toilet
- xxi. Watchman cabin (well-lit and ventilated)
- xxii. Integrated security system (with main monitor at watchman cabin and Society office having back up)
- xxiii. Staircase / Landings – Well-lit staircase with broad passage and decorative marble
- xxiv. Elevation – Modern design elevation from a Internationally reputed architect to make a landmark structure with superior quality
- xxv. Water proofing – All exterior exposed to nature walls will be water proofed from professional water proofing agency with guarantee for a period of 10 years to the Society
- xxvi. Waste Management and Garbage treatment system
- xxvii. Sewage treatment plant
- xxviii. Rain water harvesting
- xxix. DG Back up
- xxx. Carbon Filter Windows double Glazed.
- xxxi. Amphi Theatre
- xxxii. Pet Garden
- xxxiii. Maintenance staff room
- xxxiv. Storage Room
- xxxv. Garbage Disposal facility
- xxxvi. Religious place/place of worship/temple
- xxxvii. Two Driver's waiting rooms with air-condition and TV facilities
- xxxviii. Mobile boosters, to ensure a full mobile network in every corner of the building
- xxxix. EV Charging Points for every Car Parking Space
- xl. Invisible Grills for external windows
- xli. A C Units should not visible from outside the building elevation.

30.2 INTERNAL AMENITIES – SIMLA HOUSE CO-OP HOUSING SOCIETY LTD.

A) LIVING ROOM/HALL:

- i. High end Italian marble flooring
- ii. POP/Gypsum finish walls and ceiling
- iii. Provision for telephone and Wi fi broadband connection
- iv. Electrical provision for Air-conditioning system and ducting hole for split Ac
- v. TV /Cable, internet cable provision

B) MASTER BEDROOM

- i. High-grade Italian Marble flooring
- ii. Provision for telephone and Wi-Fi broadband connection
- iii. Electrical provision for Air conditioner and ducting hole for split Ac
- iv. TV Cable, internet cable provision

C) BATHROOMS

- i. Vitrified tiles (anti-skid finish)**
- ii. LINEN CLOSET in bath area**
- iii. Fittings of Jaguar or equivalent**
- iv. Water heater (to accommodate gas heater and regular water heater)**
- v. Exhaust fan in all bathroom**

D) SECOND BEDROOM

- i. High end Italian Marble flooring**
- ii. Provision for telephone, cable, Wi-Fi, broadband connection**
- iii. Electrical provision for Air-conditioner with ducting hole for split Ac**
- iv. Two-way modular switches, internet cable facility**

E) KITCHEN

- i. Modern Modular Kitchen**
- ii. Dry balcony, utility space for washing machine with pipe and water**
- iii. Connection**
- iv. Stainless steel sink and drain board**
- v. Gas leak detector**
- vi. Gas pipeline connection (provision)**
- vii. High powered Exhaust fan**
- viii. Water purifier (Provision)**
- ix. Granite countertop in Kitchen**
- x. Fridge/Dishwasher (provision)**

F) OTHERS

- i. Video door phone**
- ii. Bio metric security doors at entrance lobby**
- iii. Concealed copper wiring with superior quality two way modular switches**
- iv. Main door laminated flush door with frames and Stainless fittings with Godre Lock**
- v. Internal door molded with imported skins**
- vi. High quality sound proof French windows with aluminum shutters**
- vii. Internal paint (Water base Velvet Paint emulsion)**
- viii. CCTV facility at drop off area and entrance area, near the lift, and all common areas**
- ix. Intercom facility**
- x. TV / Telephone / Cable points in living room and bedroom**
- xi. Vertical motorized Sliding aluminum sound proof windows**
- xii.**
- xiii. Energy Star Rated Windows**
- xiv. Ceiling height of at least 11 feet or more**
- xv. Solar system for hot water and for common electricity**

CHAPTER 11. **TECHNICAL SPECIFICATIONS**

PREAMBLE:

This specification covers the items of work in structural and non-structural parts of the work coming under the preview of this document. All work shall be carried out in confirmation with this. In general provisions of the Indian Standards and other national standards shall be followed. These specifications are not intended to cover the minute details. The work shall be executed in accordance with the best modern practice. All codes and standards referred in these specifications shall be the latest revision thereof.

1. SITE RULES:

All necessary access to working areas shall have to be made and maintained by the Developer at his own cost. The Developer shall provide his own watch and ward security service for the security of the materials, plants and equipment.

All setting out work shall be carried out accurately by the Developer with his own instruments. The Developer shall have on site an adequate number of accurate survey instruments, such as levels, theodolite, measuring devices, survey umbrellas, etc., to ensure smooth progress of Project. The Developer shall give all facilities to the Society and the Project Management Consultant for checking the accuracy of the survey work. The Developer shall take all precautions to preserve the benchmark and other reference points provided by the Project Management Consultants in the- vicinity of the Project.

The complete installation which the Developer is to undertake for its on site power supply shall conform to the Indian Electricity Rules 1966 and Indian Electricity Act 1910 with latest amendments and specifications and standards laid down by the SOCIETY'S Project Management Consultants.

The Developer shall provide at his own cost portable generators to maintain regular power supply for his operations in case of disruption of power supply due to sudden failure or any other unforeseen circumstances. The Developer shall indemnify and hold harmless the Society from any liability, either legal or financial, for damages or delay caused to the Developer on account of the failure of power supply.

The Developer shall be permitted at his own cost to construct site offices, stores and other facilities, such as canteens, toilets, etc., all to comply with the Society's requirements. Any necessary Municipal permission, if required to be taken, the same shall be obtained by the Developer and any charges for these temporary structures shall be borne solely by the Developer.

The Developer shall provide at his own cost CCTV cameras with monitors at site during the construction stage and IP code to Members for monitoring the site, which can also helpful for the Developer in tracking the project as well as materials at site.

The Developer shall also provide temporary office for the Society and Project Management Consultant admeasuring area of not less than 200 sq.ft. or as may be directed and approved by the Project Management Consultant, and other facilities like toilets etc. Any necessary Municipal permission, if required to be taken, the same shall be obtained by the Developer and any charges for these temporary structures borne solely by the Developer.

2.

SAFETY PROVISION:

The Developer shall take enough safety precautions for material handling, scaffolding and ladder works, mechanical devices, electrical devices, cranes, machinery's laborer for all heights and depth of works as per standard practice and applicable rules and regulations. Special care is to be ensured for handling and working with construction chemicals and admixtures. The Developer shall ensure that all the provisions for safety are followed in to as required by the manufacturer. The Developers shall indemnify the Society against defects, accident, and liability during working.

Ladder can be used as approach system instead of scaffolding where there is no Firm base / platform. When a ladder is used an extra labor resource shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/ 4 to 1 (1/4 horizontal and 1 vertical).

Scaffolding or staging more than 20 meters above the ground or floor, swung or suspended from an overhead support or erected with stationery support, shall have a guard rail properly attached, belted braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure. All workers working on scaffolding shall be issued safety belts and it shall be the responsibility of Developer to enforce the use of safety belts in dangerous situations.

Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described above.

Every opening on the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 6 meters in length. The width between side rails in rung ladder shall in no case be less than 60 cm. For ladder up to and including 3 meters in length. For longer ladders this width shall be increased by at least 6cm for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites should be so stacked or placed as to cause danger or inconvenience to any person or the public. The Developer shall provide all necessary fencing and lights to protect members of public and works from accidents and shall be bound to bear expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with or without the consent of the Developer be paid to compromise any claim by any such person.

3.

DEMOLITION:

Before any demolition work commences and also during the process of the work,

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger, or a cable

- or apparatus used by operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to the persons employed, from risk of fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
 - d) The Developer shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken:
 - I. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - II. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry and scrapped.
 - III. Overalls shall be supplied by the Developer to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - IV. Disposal of all the debris: The Developer shall be responsible for the safe disposal of all the debris and scrap materials generated during the Project in accordance with the applicable statutory rules and regulations. The cost incurred for all such disposals shall be borne by the Developer.

4. **APPLICABLE CODES AND SPECIFICATIONS**

The following specifications, standards and codes are made a part of this tender document. All standards, specifications, codes of practice referred to herein shall be the latest editions/revisions including all applicable official amendments, revisions and all relevant parts:

EXCAVATION AND EARTHWORK:

IS: CODES	DESCRIPTION
IS-3764	Safety code for excavation work.
IS-4081	Safety code for blasting and related drilling operations.
LS-10379	Code of practice for field control of moisture and compaction of soils for embankment and sub-grade.
IS: 783	Code of Practice for laying of concrete pipes.
IS: 3385	Code of practice for measurement of civil engineering works.
IS: 2720	Determination of Water Content/Dry Density

CONCRETE AND ALLIED WORKS:

I S-8112/ 12269	Ordinary Portland cement (M43 and M 53 grade).
IS-8042	White Portland cement
IS-1489	Portland-Pozzolana cement
IS-383	Coarse and fine aggregates from natural sources for concrete.
IS-2386	Methods of test for aggregates for concrete.
IS-2430	Methods of sampling of aggregates for concrete.
IS-4925	Concrete batching and mixing plant
IS-10262	Recommended guidelines for concrete mix design.
IS-456	Code of practice for plain and reinforced concrete.
IS-1199	Method of sampling and analysis of concrete.
IS-516	Methods of test for strength of concrete.
IS-3370	Code of practice for concrete structures for the storage of liquids.
IS-2571	Code of practice for laying in-situ cements concrete flooring.
IS-2645	Integral cement waterproofing compounds.

- IS-4990 Plywood for concrete shuttering work.
- IS-1786 High strength deformed steel bars and wires for concrete reinforcement.
- IS-432 Mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement
- IS-1521 Method for tensile testing of steel wire.
- IS-1608 Method of tensile testing of steel products.
- IS-2502 Code of practice for bending and fixing of bars for concrete reinforcement.
- IS-2571 Code of practice for welding of mild steel plain and deformed bars for reinforced concrete construction.
- IS-8989 Safety code for erection of concrete framed structures.
- IS-3696 Safety code for scaffolds and ladders.
- IS:3558 Use of Immersion Vibrators for Consolidating Concrete.
- IS:3025 Methods of Sampling and Test (Physical and Chemical) for Water used in Industry.
- IS:2722 Portable Swing weigh batchers for concrete (single and double bucket type)
- IS: 2506 Screed Board Concrete Vibrators.
- IS: 1791 Batch Type Concrete Mixers.
- IS: 1489 Portland Pozzolana Cement (PPC).
- IS:8112 Ordinary, Portland Cement (OPC) Grade 43 Cement
- IS: 4634 Method of Testing Performance of Batch-type Concrete Mixers.
- IS: 4326 Earthquake resistant design and construction of building.

MASONRY WORK:

- IS-1077 Common burnt clay building bricks.
- IS-3495 Methods of tests for burnt clay building bricks.
- IS-5454 Methods of sampling of clay building bricks.
- IS-2212 Code of practice for brick work.
- IS-1597 Code of practice for construction of stone masonry.
- IS-2572 Code of practice for construction of hollow concrete block masonry.
- IS-2250 Code of practice for preparation and use of masonry mortars.
- IS-1905 Code of practice for structural safety of buildings, masonry walls.
- IS-2645 Integral cement water proofing compounds.
- IS-2116 Sand for Masonry Mortars.
- IS: 2394 Code of practice for application of lime plaster finish

PLASTERING AND POINTING:

- IS-1542 Sand for plaster.
- IS-1661 Code of practice for application for cement and cement lime plaster finish

PAVING, FLOOR FINISHING AND DADO:

- IS-6509 Code of practice for installation of joints in concrete pavements.
- IS-1237 Cement concrete flooring tiles.
- IS-1443 Code of practice for laying and finishing of cement concrete flooring tiles.
- IS-777 Glazed earthenware tiles.
- IS: 2114 Laying in situ terrazzo floor finish.
- IS:2571 Laying in situ concrete flooring.

DOORS, WINDOWS AND VENTILATORS:

- IS-4021 Timber door, window and ventilator frames.
- IS-1003 Timber paneled and glazed shutters.
- IS-2191 Wooden flush door shutters (cellular and hollow core type).
- IS-2202 Wooden flush door shutters (solid core type).
- IS-2338 Code of practice for finishing of wood and wood based materials.
- IS-1948 Aluminum doors, windows and ventilators.

- IS-1949 Aluminum windows for industrial buildings.
- IS: 3548 Glazing in building.
- IS: 4020 Methods of tests for wooden flush doors: Type tests.
- IS: 5807 Method of test for clear finishes for wooden furniture.

PAINTING:

- IS-2395 Code of practice for painting, concrete, masonry and plaster surfaces.
- IS-2933 Specification for enamel, synthetic, exterior, type - II
- IS: 2932 Specification for enamel, synthetic, exterior, type - I

MISCELLANEOUS WORKS:

- IS-6313 Code of practice for anti-termite measures in buildings.

ROAD WORKS:

- IRC-37 For bituminous roads.
- IRC-58 For concrete roads.
- E5:73 Paving Bitumen.
- IS:215 Road Tar.
- IS: 217 Cutback Bitumen.
- IS: 383 Coarse and fine aggregates from natural sources for concrete.
- IS: 458 Pre-cast Concrete pipes (with and without reinforcements).
- IS: 460 Test Sieves.
- IS: 2386 Methods of test for aggregates for concrete
- IRC: 19 Standard specification and code of practice for Water Bound Macadam.

SANITARY, WATER SUPPLY AND DRAINAGE WORKS:

- IS-2556 Vitreous Sanitary appliances (Vitreous china).
- IS-5329 Code of practice for sanitary pipe works above ground for buildings Cast iron brackets and supports for wash basins and sinks.
- IS-3486 Cast iron spigot and socket drain pipes.
- IS-782 Caulking lead.
- IS-651 Salt glazed stoneware pipes and fittings.
- IS-5961 C.I. gratings for drainage purposes.
- IS-1230 C.I rain water pipes and fittings.
- IS-554 Dimensions for pipe threads where pressure tight joints are made on threads.
- IS-781 Cast copper alloy screw-down bid taps and stop valves for water services.
- IS-774 Flushing cisterns for water closets and urinals.
- IS-2470 Code of practice for installation of septic tanks.
- IS: 2065 Water supply in buildings.
- IS: 1172 Basic requirements for water supply, drainage and sanitation.
- IS: 771 Glazed earthen ware sanitary appliance.
- IS: 1172 Basic requirements for water supply, drainage and sanitation.
- IS: 1742 Building drainage.
- IS: 52 19 T'and'S' traps. (Part I).

GENERAL

- IS-1200 Method of measurement of buildings and civil engineering works.
- IS-4326 Code of practice for earthquake resistant design and construction of buildings.
- IS-1893 Criteria for earthquake resistant design of structures.

Start to end all works and building to be Vastu compliant

Application of Codes, Standards and Specifications which are not included in the above but are required for completion of the Project activities shall always be complied with.

5. SITE DEVELOPMENT, EXTERNAL AMENITIES and SPECIFICATIONS

1. Providing and Erecting New Compound Wall

- a) To be constructed up to 3.0 mtr from the final ground level
- b) New columns to be constructed next to the Gate and raised to form a portal of sufficient height for Fire tender to pass through as per MCGM bye laws.
- c) The structure can be in M.S. and then cladded with Jet Black granite.
- d) Name of the Society in 1/4" thick S.S. letters of height 10" to be fixed on top of this portal.
- e) To be constructed all around the periphery in M 10 with rubble soling for the rubble wall and 9" thick brick wall.
- f) To provide 2'.00 "height barbed wire on top of compound wall as per approved design.

2. Providing and Fixing Entrance Gate

- a) Appropriate width and 7'-0" ht made in bright M.S or EWR M.S pipes of 16 gauge or wrought iron or combination of all with RCC columns in M 20 grade of concrete with footing etc. and then cladded with Jet Black granite.
- b) With provision for locking including stoppers, Finished in sandblasting and Epoxy coating.
- c) The compound gate columns, 2 nos. of light points shall be provided with lamp sheds of approved design over the same.

3. Making Security Cabin

- a) Of Appropriate size in brick masonry
- b) With concrete floor, finished with ceramic tiles of appropriate size of approved make.

4. Providing and Fixing Flower Beds

- a) All around the compound walls including good quality soil and creepers, shrubs plants and trees along with the existing plants and trees. As regards existing plants and trees in the premises the same shall be protected as far as possible and wherever removal is required it shall conform with the MCGM requirements.
- b) Supplying and laying water line for drip irrigation.

5. Constructing Trenches

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

6. Constructing Storm Water Drain

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

7. Constructing Rain Water Harvesting Plant

Suitable system after carrying out the necessary Hydro-Geological investigation.

8. Constructing separate Underground and Overhead Water Tank for Domestic and Fire Fighting Purposes

- a) Capacity as per MCGM rules.
- b) In RCC (minimum M 35 grade),
- c) Plastering the tanks from inside with waterproof plaster 1:3 and applying a coat of Approved make W/P Chemical applied as per manufacturer's detailed specifications (refer to List of Approved materials).
- d) The internal walls and floors of all U/G and O/H water tank should be finished with thick and tough ceramic glazed tiles in white/Light blue in color to provide clarity and cleanliness.

9. Providing and Installing Submersible Pumps

Of Approved make of adequate capacity as per required specifications, for all kind of tanks along with stand byes and sensor to control water supply.

10. Making Bore Wells

As per requirements of MCGM bye laws.

11. Providing and Laying Pavers

Approved make pavers on the ground level open spaces around the buildings.

12. Providing and Fixing Lights

- a) Outdoor lighting fixtures of Approved make, solar powered with timer and motion detector.
- b) Illumination of minimum 150 LUX with uniform distribution.

13. Applying Paint

The entire outdoor surfaces of all the buildings, compound walls and structures on the ground level shall be painted with minimum 1 coat of primer and 2 coats of Approved Brand of paint as mentioned in List of materials.

14. Supplying and Installing D.G. Set

The capacity shall not be less than 350KV of Approved make as provided in list of approved Brands for catering to the needs of common lightings, lifts, CC TV, alarm and Pumps.

15. COMMON AMENITIES

All and every area available free of FSI under any heading as per Bye Laws of MCGM, shall be made available to the Society free.

16. Entrance lobby:

Entry and exits to the building shall be designed as per guidelines of Indian Accessibility standards. There shall be adequate seating place, sofa set provided with both armless and with arms.

17. Entrance Door:

Portal frame with clear opening approved by MCGM, to be made of Jet black granite with molding for the full thickness of wall with all sides polished.

Frame less door shutters double leaf shall be provided of 12mm thick clear toughened glass of Saint approved make,

- ❖ Patch fittings of Approved make.
- ❖ Lock of Approved Brand as mentioned in List of materials.
- ❖ S.S. (304 grade) handles 600mm long of Approved make.
- ❖ Heavy Duty floor spring of reputed make.

18. Reception Desk:

- a) Location of the reception shall be such that it is easily identifiable from the entrance.
- b) Shall have space for seating two people with provisions of telephone, intercom cable, CCTV monitor and data cable (as per technical specifications).
- c) Shall be designed for easy maintenance and can be cladded with granite.

19. Letter Box:

- a) Developer should provide Letter Boxes for delivery of mails to the Members and the Occupants (as applicable).
- b) One letter box shall be provided for each flat and also one box for Society.
- c) Letter boxes are to be numbered in numerical sequence.
- d) Letter box shall be made of 16 gauges M.S. and finished in powder coating.
- e) Letter box size shall be provided of adequate size.
- f) The minimum size of aperture to enable A4 size to be inserted. The aperture shall be positioned at the top of the letter box so that any accumulated mail inside (for whatever reason) will not obstruct the delivery of more items.
- g) Horizontal ledge of at least 25mm is recommended to prevent unauthorized retrieval of mail items. An aperture cover is required for all letter boxes.
- h) Each letter box must have a lockable door.
- i) The flat number/unit number must be displayed on the letter box and minimum height of the lettering should be at least 12mm, to be legible at standing position.
- j) The number must be inscribed or riveted to the door.
- k) The nest of letter boxes should be located in the entrance hall.

20. Name Plate and Flat Numbers:

- a) Name plates with flat numbers to be displayed at a prominent location.
- b) Letters to be made in (304 grade SS), 35mm in height.
- c) These to be fixed on a black powder coated (minimum 20 micron) M.S. plate 3mm thick.

21. Furniture for Visitors:

There shall be adequate seating place, sofa set provided with both armless and with arms.

22. Flooring:

- a) Full body Italian Marble/Granite shall be provided.
- b) Fixed in cement mortar in 1:4 proportion with joints filled with Epoxy grout of approved brand.

23. Wall:

- a) Full body vitrified, digitally printed, marble print tiles of approved make of required size shall be provided up to ceiling height.
- b) Fixed in cement mortar in 1:3 proportion with joints filled with Epoxy grout of approved make.
- c) Above 8'-0", wall shall be leveled in POP/Gypsum up to false ceiling.
- d) POP surface shall be painted in Luster Paint of Approved Brand of paint as mentioned in List of materials.

24. False Ceiling:

- a) False ceiling shall be made in G.I. frame work spaced with a Proper grid; Gypsum sheets 12mm thick shall be used.
- b) Surface shall be painted in Luster Paint of Approved Brand of paint as mentioned in List of materials.

25. Lights:

LED lights of approved make shall be provided in the ceiling and walls for overall illumination of minimum 150 LUX.

26. Fans:

Ceiling mounted fans 4'-0" diameter of Approved Make and color shall be provided over the reception desk and seating area.

27. Intercom Facility:

- a) Wiring for intercom facility shall be provided at the reception table and near the seating area, to have communications between Security Cabin, Society Office, Parking Security at each level, every flat's house phone of each wing and any other common areas.
- b) Intercom System of Approved makes shall be provided.
- c) Security Phone: with Audio and Video facility in each flat.

28. CCTV System for Security and Surveillance:

- a) Adequate numbers of wireless CCTV, dome type cameras of Samsung/LG make with Digital Video Recorders (DVR) shall be provided so as to capture all the movements in the entrance hall, in lifts lobbies, in lifts, in staircase, in parking areas, podium and in the open spaces on site.
- b) CCTV monitors at the reception counter.

29. Fire Extinguishers and Detectors:

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

30. METER ROOMS:

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

31. LIFTS:

- a) Approved make machine room, High Speed passenger lifts, for 15 person capacity (1020 kg) shall be provided with proper internal dimension to be able to accommodate Stretcher.
- b) Number of lifts provided will be as per NBC (National Building Code) and MCGM rules.
- c) All the Lifts shall be provided with the following facilities:
 - ❖ Door with a clear opening for Stretcher movement.
 - ❖ S.S. Hairline finishes on walls with mirror on rear wall to aid people on wheel chair to see behind without turning around.
 - ❖ Black sea floor finish.
 - ❖ S.S. grab bar placed horizontally at proper height from floor level, on all the three sides of the lift.
 - ❖ Call button outside and inside the elevator with a clear (no objection) floor space for a person on wheel chair to access it.

- ❖ Control panel inside the lift placed at a height approachable to a person on wheel chair
- ❖ LED lights, Ceiling fan, Emergency phone
- ❖ Voice announcement system along with visual display to indicate floor levels.
- ❖ CCTV dome type camera
- ❖ Annual Maintenance Contract of Lifts for a minimum of one year excluding guarantee period.
- ❖ Fully Air-Condition.
- ❖ Separate 2 lifts per wing for domestic helpers.
- ❖ Internal Height of Lifts should be minimum of 7 feet.

32. STAIRCASES:

Treads, Risers, skirting and landings shall be provided with light and bright color granite up to 1st Floor and all upper floors with Baroda Green Marble/ granite with chamfered edges and non-slip grooves. Width and height will be such to facilitate easy climbing and width of staircase large enough for movement of large cupboard, stretcher etc. Ramps to be provided in ground floor in addition to steps for movement of Senior and handicapped persons.

- a) Dado shall be provided with Granite of approved size and design fixed in cement mortar in 1:4 proportion with joints filled with Epoxy grout of approved make.
- b) S.S Railing of 304 grades shall be provided.
- c) Staircase shall be well ventilated with good size openable windows.
- d) LED/CFL/T5 lights shall be provided to give illumination of 150 LUX.
- e) CCTV dome type cameras shall be provided for viewing of each flight and each landing.
- f) Portable Fire Extinguishers shall be provided at accessible locations.

33. SERVICE DUCTS:

Separate service ducts to be provided with fire resistant lockable shutters for following

- ❖ Electrical cables as per MCGM rules
- ❖ Data cables.
- ❖ Plumbing and Drainage pipes. The size of these ducts shall be good enough for easy servicing.
- ❖ Fire-fighting pipes like wet riser or down comer as mentioned in Technical Specifications.

34. LIFT LOBBY:

a) Flooring:

- ❖ Full body Italian Granite of size 4'-0" x 8'-0" shall be provided in light/bright color.
- ❖ Fixed in cement mortar in 1:4 proportion with joints filled with Epoxy grout of approved make.

b) Window:

- ❖ Reputed make open able windows, approved by PMC / Society shall be provided.

c) False Ceiling:

- ❖ False ceiling shall be made in G.I. frame work spaced with a grid of 16" x 24".
- ❖ Gypsum sheets 12mm thick shall be used.
- ❖ Surface shall be painted in Luster Paint of Asian Paints as per manufacturer's specifications.

d) Lighting:

- ❖ LED lights of Phillips make shall be provided in the ceiling and walls for overall illumination of minimum 150 LUX.

e) CCTV Camera:

- ❖ Dome type cameras shall be provided so as to capture all the movements in the area

f) Flat numbers:

- ❖ Made in S.S. 304 grade of size 1 ½" x 1/8" firmly fixed firmly above each entrance doors.

g) Signage:

- ❖ Fluorescent signage indicating directions to various exists or entries shall be provided.

h) Fire alarm:

- ❖ Automatic/manually operated fire alarms shall be provided near fire ducts. Maximum fire safety as per norms with certificate of Completion from fire Dept.

i) Flooring:

- ❖ Concrete flooring with Epoxy coating shall be provided to avoid oil stains etc.
- ❖ Proper slope shall be given towards the drain point for easy water flow.

j) Walls and Ceiling:

- ❖ Light colored paint external quality of approved brand make shall be applied on walls and ceiling.

k) Lights:

- ❖ Vandal resistant metal highlights shall be provided to give illumination of minimum 150 LUX.

35. FIRE FIGHTING:

- Hose Pipe
- Automatic sprinkler system as per Fire Safety Rules.
- Automatic/Manually operated fire alarm system.
- Portable fire extinguishers.

36. SPEED BUMPS:

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

37. CCTV CAMERAS:

- Adequate numbers of vandal resistant CCTV, dome type cameras shall be installed to monitor and record all entry and exit points and the maximum areas.
- Static camera shall be provided to ensure that, upon entry the front of the vehicle is viewed. Registration plate is easily readable when the vehicle is stationary at the barrier and view of front seat Occupant is visible.

38. PARKING:

- Parking shall be on podium/ basement/ designed to use full potential as per MCGM rules.
- Members shall be entitled to free parking space as provided under DCPR 2034. At least one covered surface parking space per Bedroom for existing members shall be provided free of cost.
- Permanent marking shall be done in fluorescent paint indicating owner's flat number assigned to the individual parking.
- Wherever possible, incorporate the One Way Circulation movement of traffic around the parking area.
- Clear directional arrows or signage must be visible to avoid confusion and contra flow lanes. Parking bay shall be clearly demarcated with clear marking of the flat numbers to whom the parking is allotted.
- Use pictorial signage for the parking bay for physically disabled.
- Pedestrian routes shall be clearly defined.

- h) Vehicular entry and exit route shall be kept to minimum. Entry and exit route shall be in very close proximity, i.e. separate but adjacent lanes.
- i) Inward opening or sliding automatic gate or roller grills shall be provided at the entrance and ramp levels with biometric access control facilities.
- j) Water line with adequate number of lockable bib taps shall be provided for car washing.
- k) EV Charging Point for every Car Parking Space.

39. SOCIETY OFFICE:

- a) Society's office of area maximum permissible [free of FSI] with wash basin/ ANGLIO INDIAN [western commode] toilet facility shall be provided with following facilities:
- b) Ceramic tiles of Approved make and size in cement mortar 1:4 proportions with joints filled with Epoxy grout of Approved Make.
- c) Furniture of Approved make steel desk along with 12 chairs and fire proof cabinet.
- d) LED/CFL/T5 lights giving illumination up to minimum 250 LUX and 02 Nos. of ceiling fan 4'-0" diameter of approved make and color.
- e) Intercom facility.
- f) Lockable storage for DVR.
- g) A.C Units shall be provided.
- h) One conference room with sitting capacity of 20 persons with world class facilities to be provided.
- i) Appropriate sized safe/locker for important documents.

40. FITNESS CENTRE CUM MULTI PURPOSE HALL:

- a) Fitness center area as per MCGM rules shall be provided at podium level with the following facilities;
- b) Full body Granite tiles of plain color shall be provided in 1:4 cement mortar with joints filled with Epoxy grout.
- c) A dedicated area for weights shall be provided with sports vinyl flooring.
- d) Following equipment as per requirement shall be provided:
 - ❖ Tread Mill
 - ❖ Stepper
 - ❖ Cycles
 - ❖ Cross trainer
 - ❖ Dumbbells with rack
 - ❖ Walls shall be leveled in POP with Luster paint finish.
 - ❖ Reputed make sliding full height sound proof windows shall be provided on all sides.
 - ❖ This area shall be air conditioned with appropriate tonnage of AC units from reputed brands like Daikin, Mitsubishi.
 - ❖ Two separate toilets, one each for male and female usage.
 - ❖ One unisex toilet shall be provided and the size as required for the use of physically challenged person.
 - ❖ LED/CFL/T5 lights shall be provided with illumination of minimum 200 LUX.
 - ❖ Ceramic tiles of Approved make and size on floor and walls.

41. REFUGE FLOOR:

Area as per MCGM rules shall be provided.

42. Flooring:

- a) Vitrified tiles of required size of approved make shall be used.
- b) Fixed in cement mortar in 1:4 proportion with joints filled with Epoxy grout of Approved.

43. Toilets:

- a) Toilet facility Western Commode same as per MCGM rules shall be provided at refuge floor.

- b) Ceramic tiles on floor shall be matt finish of Approved make and size, fixed in cement mortar in 1:4 proportion with joints filled with Epoxy grout of Approved Make.
- c) Ceramic tiles on walls shall be glossy finish of Approved make and size, fixed in cement mortar in 1:4 proportion with joints filled with Epoxy grout of Approved Make.
- d) WC of Approved make, with seat cover shall be provided.
- e) Wash basin of Approved make with waste coupling and bottle trap both of Continental model shall be provided.

44. TERRACES

- a) Door: Water resisting door shutter with locking facility shall be provided with granite frame.
- b) O/H water tank: Capacity of the tanks shall be as per MCGM rules. Construction of the same shall be as mentioned in the Annexure.
- c) Water proofing: As per Technical Specifications with 10 years guarantee.
- d) Roof slab: Slab shall have proper slope and finished in glazed China Mosaic tiles.
- e) Lights: Solar powered LED lights of reputed make to spread even illumination of minimum 100 LUX
- f) With motion sensor and timer.
- g) Ladder to water tank and lift machine room
- h) Lightening arrester: As per Technical Specifications.

45. WATER TANKS:

Two overhead separate water tanks for MCGM water and Boring water [Wing wise] with separate connections. In addition to this one underground water tank for MCGM water along with two water pumps and one extra standby water pump in case of emergency [Wing wise].
 Separate water tank for firefighting purpose with separate pipe fittings as per fire department's norms and standards.

46. VARIOUS CONNECTIONS:

- ❖ Land line Telephone connections should be provided in main hall, kitchen and all bed rooms
- ❖ Cable connections in hall as well as in all bed rooms
- ❖ Internet /WIFI cable connections should be provided in all the flats and also in Society's office.
- ❖ CCTV cable connection should be provided in Security cabin as well as any other area covered under CCTV.
- ❖ Mahanagar gas connection in kitchen as well as bathrooms should be provided.
- ❖ Separate meter cabin should be provided for each flat in ground floor for Mahanagar Gas.
- ❖ Solar system for hot water and for common area electricity.
- ❖ Rain harvesting system.
- ❖ Water connection for gardening and other common use.
- ❖ For the purpose of easy reading Mahanagar gas meter should be installed in free FSI area.

47. GARDEN AREA

Developer shall provide adequate number of benches in open spaces for sitting purpose. In addition, 2 nos. of slides and 2 nos. Swings shall be provided in garden area. The Developer shall provide adequate number of electrical points for decorative lamps. Jogging track of 3 feet with pavement blocks around the garden shall also be provided by the Developer.

48. ELECTRIC LIGHTING ARRANGEMENT

All around the building premises including stilt and garden area shall have adequate number of electrical tube fittings with cable wiring for the same.

49. STILT AREA and PARKING AREA

Floor area of parking shall be of checkered tiles / interlocking pavers of 30 mm average thickness for the entire area with rubble soling of 9" thickness for the same and the work shall be carried out thru proper slopes to drain out the storm water in efficient way. The surface water drainage system shall be as per MCGM requirements.

50. PIPE FITTINGS and CONNECTIONS

The drainage waste water, rain water, vent pipes all such lines shall be in Ultra violet ray resistant as per IS Specifications.

All the GL Water pipelines shall be in CPVC Class Pipe of approved make as per the telescopic line design given by the consultant and care shall be taken while re-routing the GL Line that uniform flow of water is achieved and on the terrace the lines are routed without disturbing the movements.

51. INTERNAL AMENITIES and SPECIFICATIONS

A. HALL and PASSAGE

1. Providing and Fixing Door Frame

Internal clear opening as per requirement OR Approved by MCGM in Italian marble.

2. Providing and Fixing Door Shutter

- a) BTC wooden door of 35mm thick solid core and lipping on all sides.
- b) Approved make brass. Butt hinges with brass pin, fixed with brass screws 4 nos.
- c) Reputed make solid brass Handles (304 grade) on both sides.
- d) Approved make eye hole with 200 degree angle.
- e) Approved make of door video phone.
- f) Approved make night latch, Twin Bolt, satin nickel finish.
- g) Brass all drop from outside.
- h) Reputed make of Brass. (319grade) tower bolt,
- i) Approved make Brass. (319 grade) safety chain.
- j) Reputed make Magnetic door stopper.
- k) Finished with Melamine Polish.
- l) Secret lock at the bottom of main door.

N.B.: Every fitting and hardware pertaining to doors and windows shall be in brass only Main Door Frame to have provision for installing safety door also. Foot rest of 3'-0" X 1'-0" of Italian same as flooring to be provided at the center of the main door frame.

3. Providing and Fixing Flooring

- a) Full Body Italian Marble Quality, Green Certified Quality of Approved makes and size Fixed in cement mortar in 1:4 proportion.
- b) Joints to be filled with epoxy grout of Approved make.

4. Providing and Fixing Skirting

- a) Same as above but in 4" height
- b) Flushed with POP on wall and with groove between POP and tiles.

5. Providing and Fixing Window Jambs

- a) Same as above but on all 4 sides.
- b) With quarter round molding from inside and all edges polished.
- c) Water proof seal at the brick wall joints

6. Providing and Fixing Aluminum Windows

- a) Sliding sound proof window system of heavy duty range with insect Protection net of SS/ Aluminum, including all hardware and accessories.
- b) Float glass of Approved make.
- c) With anodizing.
- d) Complete system shall be warranted for min 10 years against design and workmanship details.
- e) The frame shall be molded granite framing in double patti.
- f) Minimum height shall be 6'.00" French window.

7. Electrical Work

- a) All cables/wires should be as mentioned in Technical Specifications.
- b) Light points in the ceiling and walls.
- c) Fan points in ceiling with 4'-0" diameter approved make approved color fans.
- d) Intercom point connected with Security Cabin main entrance area And telephone point
- e) TV point plus 2 additional 15 AMP points in each room.
- f) Bell push point near main door with bell located in the passage.
- g) 6A power points.
- h) 16A AC point.
- i) All switches, sockets, fan regulators and telephone sockets of approved make.
- j) Separate holder for fixing light above main door with on /off switch inside the hall.
- k) Providing foot lamps with separate electrical connection in passage area.
- l) Providing ELCB and MCB of approved make shall be provided as per standard requirements to avoid short circuit.
- m) Providing electric point on loft in passage area.
- n) 3 phase supply to be provided in all areas of all the flats and across the New Building/s.

8. Painting Work

Wall and ceiling area will be finished with Gypsum in proper line and level as per approved design approved make Luster/velvet paint shall be applied on the walls as per manufacturer's specifications and as per approval from PMC/Society.

9. AC UNIT

Each hall and all rooms shall have a provision to install a split AC unit by way of suitable low level opening in the masonry finished in granite patti.

10 PASSAGE AREA (OPPOSITE TO WC and BATH and WASH BASIN AREA)

Wall shall be with full glazed tiles of approved make and color

B. BED ROOMS

1. Providing and Fixing Door Frame

Internal clear opening as approved by MCGM in Italian marble/Corian.

2. Providing and Fixing Door Shutter

- a) Approved make 35mm thick solid core Green flush door, with both sides 4mm thick natural teak veneer factory finished and lapping on all sides.
- b) Reputed make S.S. butt hinges with S.S. pin, fixed with S.S. screws - 4nos.
- c) Reputed make S.S. handle CSSM 14, mortise lock CLB 10, brass cylinder CCY 22 from outside, bolt latch CBL 09 and round button CBL 13 from inside
- d) Reputed make 12" long S.S. (304 grade) tower bolt, e. Reputed make Magnetic door stopper.
- e) Finished with Melamine Polish.

3. Providing and Fixing Flooring

- a) Full Body Italian Marble Quality of Approved make fixed in cement mortar in 1:4 proportion.

b) Joints to be filled with epoxy grout of Approved make.

4. Providing and Fixing Skirting

a) Same as above but in 4" height

b) Flushed with Gypsum on wall and with groove between pop and tiles.

5. Providing and Fixing Window Jambs

a) Same as above but on all 4 sides.

b) With quarter round molding from inside and all edges polished.

c) Water proof seal at the brick wall joints

6. Providing and Fixing Aluminium/CPVC Windows

a) Sliding window system of heavy duty range with insect protection net, including all hardware and accessories.

b) Float glass of approved make.

c) With powder coating/anodizing.

d) Complete system shall be warranted for min 10 years against design and workmanship details.

7. Electrical Work

a) All cables/wires should be as mentioned in Technical Specifications.

b) Light points in the ceiling and walls.

c) Fan points in ceiling with 4'-0" diameter Approved make and color fan.

d) Telephone point and intercom connection.

e) TV point

f) 6A power points total.

g) 16A AC point.

h) All switches, sockets, fan regulators and telephone sockets of Approved make.

i) Providing foot lamps with separate electrical connection in passage area

8. Painting Work

Approved make Luster/velvet paint shall be applied on the walls as per manufacturer's specifications.

C. TOILETS

1. Providing and Fixing Door Frame

Internal clear opening as approved by MCGM in Italian Marble.

2. Providing and Fixing Door Shutter

a) Pre-Molded waterproof door of approved make of 35mm thick.

b) Reputed make S.S. butt hinges with S.S. pin, fixed with S.S. screws.

c) Reputed make S.S. handle CSSM 14, mortise lock CLB 10, brass cylinder CCY 22 from both side bolt latch CBL 09 from inside

d) Reputed make 12" long S.S. (304 grade) tower bolt,

e) Reputed make Magnetic door stopper.

f) Same design safety doors for all flats.

3. Water Proofing Treatment

a) Applying 2 coats of Reputed make of W/P chemical on the clean raw RCC slab and on all walls up to 2'-6" ht as per manufacturer's specifications.

b) Work shall be tested by ponding method for 72 hours.

c) Providing and laying necessary water supply and drainage pipes as specified.

d) Providing and laying brick bat coba in cement mortar 1:5 with water proofing compound of reputed make as per specifications.

- e) Applying 1 coat of reputed make of W/P chemical in chased wall area before the pipes are laid.
- f) Applying final 1 coat of reputed make of W/P chemical floor and plastered wall surface up to 2'-6" height.
- g) Performance Guarantee for water proofing shall be for 10 years.

4. Providing and Fixing Flooring

- a) Ceramic tiles anti-skid, Green Certified Quality of reputed make.
- b) Fixed in cement mortar in 1:4 proportion.
- c) Joints to be filled with epoxy grout of reputed make.

5. Providing and Fixing Dado in full height

- a) Ceramic tiles glossy finish, Green Certified Quality of reputed make.
- b) Fixed in cement mortar in 1:3 proportion
- c) Joints to be filled with epoxy grout of reputed make of W/P chemical.

6. Providing and Fixing wall hung WC

- a) Approved makes
- b) Dual flush fittings.
- c) Soft Closing Seat Cover
- d) PVC WC connector with rubber lip ring including 110mm dia. PVC pipe of required length and proper connections.
- e) Fitted on wall with necessary SS/Wrought Iron brackets, SS Rack bolts, jointing the trap, water closet and PVC pipe by Epoxy grout.
- f) Painting all the metallic parts with 2 coats of flat oil paint of Asian Paints of approved shade over coat of primer, finishing the gaps with Epoxy grout.

7. Providing and Fixing Two Way Bib Tap

Approved make with wall flange.

8. Providing and Fixing Health Faucet

Approved make with 1mt long easy flex tube in chrome finish and wall hook, fixed with two way bib tap using white zinc, spun yarn, etc.

9. Providing and Fixing Toilet Paper Holder

Approved make and adequate size.

10. Providing and Fixing Wash Basin

- a) Approved make with half Pedestal model.
 - b) With click clack waste coupling bottle trap.
 - c) Fitted on counter in granite as detailed in specification drawing with molding
- Painting all the metallic parts with 2 coats of flat oil paint of Asian Paints of approved shade over coat of primer, finishing the gaps with Epoxy grout.

11. Providing and Fixing Wash Basin Mixer

Approved, Fixed with inlet connections using white zinc and spun yarn.

12. Providing and Fixing Angle Cocks

Approved make, wherever required, Fixed with inlet connections using white zinc and spun yarn.

13. Providing and Fixing Stop Cocks

Approved make concealed type wherever required, fixed with inlet connections using white zinc and spun yarn.

14. Providing and Fixing Soap Dish

Approved make and design.

15. Providing and Fixing Swivel Towel Holder

Approved make and design.

16. Providing and Fixing Shower System

- a) Approved make and design, 3way single lever hot and cold mixing wall mounted valve.
- b) Approved makes easy flexible shower tube in chrome finish.
- c) Hand Shower of Approved makes with multi flow cascade affect.
- d) Approved make sliding rail with hand shower holder.

17. Providing and Fixing Geysser

Hot Water Boiler of min. 25KW to 42KW/ 25ltrs. Shall be provided.

18. Providing and Fixing Nahani Trap

CPVC trap with approved make cockroach proof jali should be fixed in floor with proper CPVC outlet, sealed with chemical mixed in cement.

19. Providing and Fixing Internal Water Supply

Lines in LEAD free CPVC pipes of approved make of appropriate sizes complete with necessary elbows, tees, joints etc. with joints sealed. For hot water supply line shall be copper tubes.

20. Providing and Fixing Internal Drainage

Lines in PVC pipes of approved make of appropriate sizes complete with necessary elbows, tees, joints etc. with joints sealed.

21. Providing and Fixing Mirror

Over wash basin of approved make in aluminum frame with marine ply back and firmly hung on wall.

22. Providing and Fixing Window Jambs

- a) In Jet Black granite 6" wide on all 4 sides.
- b) With quarter round molding from inside all edges polished.
- c) Water proof seal at the brick wall joints

23. Providing and Fixing Window

- a) Approved make aluminum box frame, with opening for exhaust fan on top and adjustable louvers patti below
- b) Frosted glass panels 75/100 mm wide of approved make.

24. Testing

Hydrostatic Pressure testing for all the systems of piping, sanitary fittings and CP fittings should be done to the full satisfaction of Engineer appointed by the Society.

25. Electrical Work

- a) All cables/wires should be as mentioned in Technical Specifications.
- b) Light points in the ceiling and on walls.
- c) Exhaust fan points with Approved make Air fan.
- d) 6A power points.
- e) 16A point for Boiler in every bathroom and geyser in Kitchen and powder toilet.
- f) Separate exhaust fan connection with approved exhaust fan to be provided in WC and Bath Room
- g) Points for all the Air-conditions in every bedroom and Living room

26. Painting Work

Approved make Luster/Velvet paint shall be applied on the walls as per manufacturer's specifications.

27. Construction of WC and Bath Room

Bath Room and WC shall be independent of each other except in Bed rooms.

28. KITCHEN

1. Providing and Fixing Door Frame:

Internal Clear opening as approved by MCGM in Italian marble/granite/quartz shall be provided.

2. Providing and Fixing Door Shutter

- a) Approved make 35mm thick solid core Green flush door, with both sides 4mm thick natural teak veneer factory finished and lapping on all sides.
- b) Approved make S.S. butt hinges with S.S. pin, fixed with S.S. screws
- c) Approved make S.S. handle CSSM 14, mortise lock CLB 10, brass cylinder CCY 22 from outside, bolt latch CBL 09 and round button CBL 13 from inside
- d) Reputed make 12" long S.S. (304 grade) tower bolt.
- e) Reputed make Magnetic door stopper.
- f) Finished with Melamine Polish.

3. Providing and Fixing Flooring

Vitrified tile Anti-skid finish, Green Certified Quality of approved make Fixed in cement mortar in 1:4 proportion Joints to be filled with epoxy grout of reputed make.

4. Providing and Fixing Skirting

Same as above but in 4" height Flushed with pop on wall and with a 6mm groove between pop and tiles

5. Providing and Fixing Dado upto full height

- a) Italian Figure tiles glossy finish of approved make, Green Certified Quality.
- b) Fixed in cement mortar in 1:3 proportion
- c) Joints to be filled with epoxy grout of reputed make.

6. Providing and Fixing Kitchen Counter

- a) 02 Nos parallel platforms 600 mm width and 800mm in height made with Cuddappa under work and Jet Black granite on top with modular kitchen fittings of KITCHEN/HETTICH make.
- b) Exposed sides with full round molding polished.
- c) White glazed tiles on the wall under the counter.

7. Providing and Fixing Kitchen Sink

- a) Approved make in S.S. ELEGANCE model Bowl with drain board satin finish.
- b) Waste coupling of approved make, bottle trap of Jaguar make with extension piece and wall flanges including jointing with white zinc and spurn yarn.
- c) Instant water heater.

8. Providing and Fixing Sink Tap

Approved wall mounted, hot and cold water diverter withspout.

9. Providing and Fixing Water Purifier

Approved make and appropriate capacity.

10. Providing and Fixing Angle Cocks

Approved make wherever required.

11. Providing and Fixing Stop Cocks

Approved make concealed type wherever required

12. Providing and Fixing Nhani Trap

CPVC trap with cockroach proof jali should be fixed in floor with proper PVC outlet, sealed with Approved chemical mixed in cement.

13. Providing and Fixing Internal Water Supply

Lines in LEAD free CPVC pipes schedule 40/80 of Approved make of appropriate sizes complete with necessary elbows, tees, joints etc. with joints sealed. For hot water supply line shall be copper tubes.

14. Providing and Fixing Internal Drainage

Lines in CPVC pipes of Approved make of appropriate sizes complete with necessary elbows, tees, joints etc with joints sealed.

15. Testing

Hydrostatic Pressure testing for all the systems of piping, sanitary fittings and CP fittings should be done to the full satisfaction of Engineer appointed by the Society.

16. Providing and Fixing Window Jambs

- a) In Jet Black granite on all 4 sides.
- b) With quarter round molding from inside and all edges polished.
- c) Water proof seal at the brick wall joints.

17. Providing and Fixing Aluminum / Windows

- a) Sliding sound proof window system of Approved make heavy duty range with insect protection net, including all hardware and accessories.
- b) Float glass of Approved make.
- c) With powder coating/anodizing.
- d) Complete system shall be warranted for min 10 years against design and workmanship details.

18. Provision for Exhaust Fan/Chimney

- a) Opening should be made in the external wall with an electrical connection.
- b) Jet Black granite jamb lining of wall thickness shall be provided on all 4 sides.
- c) With quarter round molding from inside and all edges polished.
- d) Water proofed seal at the brick wall joints.
- e) Provision of Ducting for Chimney.

19. Provision of LPG Line

Mahanagar Piped gas line on the counter. LPG meters should be installed at a free FSI area for all the flats at a common location similar to electrical meter cabin. LPG gas connection pipe line should also be provided in kitchen as well as LPG Geyser location for each flat.

20. Electrical Work

- a. All cables/wires should be as mentioned in Technical Specifications.
- b. Light points on the ceiling and walls.
- c. 6A power points.
- d. 6/16 A power points for fridge, microwave, etc.
- e. Approved make exhaust fan in a aluminum frame.
- f. All switches, sockets, fan regulators and telephone sockets of Approved make.
- g. Separate exhaust fan connection with approved make exhaust fan to be provided in Kitchen.
- h. Electric cables will be provided for use of air conditioners and heaters.

21. Painting Work

Approved make Luster/Velvet paint shall be applied on the walls as per manufacturer's specifications.

22. RCC CHAJJA

Provision of RCC-CHAJJA below floor level to be made in front of Kitchen, Bed Rooms, and Living Rooms. This is to be enclosed partly by RCC pardhi and M.S. Jaali as per Architect's Design.

23. WATCHMAN / SERVANT WASHROOM

Developer shall provide toilet facilities for watchman / servant having area approved by MCGM standard per wing. The toilet will be provided with approved Pan of white color with flush tank and provision of 1 tap and light point.

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B. SPECIFICATIONS

Sl. No.	Particulars	Quantity	Unit
1	1000 mm x 1000 mm RCC floor	1	Sq. m
2	1000 mm x 1000 mm RCC wall	1	Sq. m
3	1000 mm x 1000 mm RCC ceiling	1	Sq. m
4	Waterproofing compound	1	Sq. m
5	1000 mm x 1000 mm RCC floor	1	Sq. m
6	1000 mm x 1000 mm RCC wall	1	Sq. m
7	1000 mm x 1000 mm RCC ceiling	1	Sq. m
8	Waterproofing compound	1	Sq. m
9	1000 mm x 1000 mm RCC floor	1	Sq. m
10	1000 mm x 1000 mm RCC wall	1	Sq. m
11	1000 mm x 1000 mm RCC ceiling	1	Sq. m
12	Waterproofing compound	1	Sq. m
13	1000 mm x 1000 mm RCC floor	1	Sq. m
14	1000 mm x 1000 mm RCC wall	1	Sq. m
15	1000 mm x 1000 mm RCC ceiling	1	Sq. m
16	Waterproofing compound	1	Sq. m
17	1000 mm x 1000 mm RCC floor	1	Sq. m
18	1000 mm x 1000 mm RCC wall	1	Sq. m
19	1000 mm x 1000 mm RCC ceiling	1	Sq. m
20	Waterproofing compound	1	Sq. m

Chapter 12.
LIST OF APPROVED MATERIAL

A. STEEL

Sr. No.	MATERIAL	MAKE
1.	Mild and TMT Steel	SAIL, TISCO
2.	Construction chemicals or Plasticizers	Globus, Dr. Fixit, Fosroc
3.	Waterproof Cement Paint	Super Snowcem., Nitcocem
4.	Hardware	Shalimar, Navbharat, Amarbhoy, Dossaj
5.	Glazing	Hindustan Pilkiriton, Triveni, Float Glass of
6.	Metal Primer	Shalimar, Asian, Garware Paints
7.	Paints	Berger, Asian, ICI, Nerolac (water based)
8.	Hardener	Ironite, Fosroc,
9.	Aluminum doors, windows, Partitions,	Jindal, Indian Aluminium Sections of HINDAL
10.	Rolling Shutters and Grills	Standard, Swastik
11.	G.I. Pipe	Tata, Zenith with ISI mark
12.	Paver blocks	Camwood, Unifab, Nitco.
13.	Chequered Tiles	NITCO
14.	Block Masonry	Factory made
15.	Polycarbonate Sheet	G.E. Plastic or equivalent
16.	Fly Ash	Dirk make
17.	Non Shrinkage Grout	ACC, Fosroc, MC - Bauchemie
18.	Flush and Panel Doors - ISI mark	Kutty flush door, Green Ply, Wood crafts,
19.	F.R.P. Doors	Advance Marketing, Mosonite (DuPont)
20.	Chamber cover	DI/ET- NECO

B. CIVIL WORK

Sr. No.	MATERIAL	MAKE
1.	RMC	RMC India, ACC, Ambuja,
2.	Cement (43/53 Grades)	Gujarat Ambuja, ACC, L and T, Birla Super
3.	Structural steel	SAIL, TISCO, JINDAL, Zenith,
4.	Waterproofing compound	MC - Bauchemic, Perma, Par Specialty, Indicon Supermix, Fosroc, Sikka
5.	Waterproofing polymer	MC - Bauchemic, Perma, Par Specialty, Supermix, Fosroc, Sikka, Indicon
6.	CPVC Pipes LEAD free CPVC Sch.40/80	Finolex, ASTRAL, Supreme with ISI mark ISI13592 mark or Equivalent
7.	SW pipes	SUPREME ECO drain or PE 100 HDPE pipe, Sangir/ Noble
8.	Ceramic Tiles	First quality tile of Bell Ceramic, Johnson, kajaria, NITCO, RAK.
9.	White / Colored Vitrified tiles	First quality approved tiles of H and R Johnson, NITCO.
10.	LA Class pipes with rubber gasket (tylon joints)	IISCO, Electro Steel Casting, NECO.
11.	Sanitary Fittings	Jaguar
12.	Glass mosaic tiles	Bissazza, Palladio.
13.	Water meter	Captain or equivalent

14.	Sanitary wares	Jaguar
15.	GI Fittings	TATA, Zenith, R. Brand, C Class
16.	GM valve ball (float valves)	Leader, G G Hawa.
17.	Water, sewage and fire pump	Kirloskar, Grundfors, DP,ITT
18.	CINR Valves	Kirloskar, IVC,AUDCO
19.	Bricks	Ordinary clay bricks of any brand
20.	White Cement	ACC, JK WHITE, BIRLA OR Equivalent
21.	Waterproof cement paint	Centex matt Acrylic or or Equivalent
22.	Sand	River sand [screened]
23.	Water	Potable water free from organic or any other deleterious substances
24.	Granite	MARBO Granite- Johnson and Johnson [1st Quality], Nitco or Equivalent
25.	Sink [Stainless Steel]	Nirali

C. ELECTRICAL WORKS

<u>Sr. No.</u>	<u>MATERIAL</u>	<u>MAKE</u>
1.	Pump	BEST and Crompton, Kirloskar, KSB, Jyoti, , Wortington, Kishor
2.	Motor	KEC, Bharat Bijlee, Jyoti, NGEF, Crompton, BHEL, GEC,
3.	Ring main unit / HT switches and Fuse units	MEI, Andrew Yule Southern, CG, Lucy.
4.	C.T. / P.T.	Pactil, Crompton.
5.	Auto transformer starter	MEI, Kilburn, JMP, Siemens, Andrew Yule, GEC, KEC.
6.	Trivector Meter	IMP, AE, Havells, Jaipur, ME.
7.	Measuring instrument	AMP, AE, UE, MECO, RISHLINE (L and T).
8.	Current Transformer	AE, Gibert and Maxwell, IMP, Siemens, SEGC (C.S.)
9.	PVC Conduits, PVC pipes	Garware, Shakti, Popular, Prince, Shaktiman,
10.	HDPE pipes	Finolex, Prince, Supreme, Sangir, Noble
11.	Ceiling/ Table fans / Air	Usha, Crompton, Orient, Polar
12.	G.O.D. Switches and Dropout Fuse outfit	Kiran, Pactil, Atlas.
13.	Sluice valve	Kirloskar, IVC.
14.	Butterfly Valve	Forbes, Kirloskar, IVC.
15.	Lugs	Dowels, Lotus.
16.	Chlorinator	Penwalt, Shree Mitra Purification
17.	Motor Protection Relay	Universal, L and T, Siemens,
18.	11 KV Cable/ 22 KV Cable	ICL, Torrent, Polycab with nitrogen curing facility.
19.	Feeder Pillar/ Mini Piller	Popular Brass Metal Works, Anil Elect. Ind.,
20.	Transformer	Kirloskar, Crompton, Bharat Bijlee,

		Gloster, Asian (S+M), NICCO, ICL, Polycab, INCAB.
21.	L.T. Cable	MDS, Schindler
22.	MCB and MCB DB	MDS, Havells, Siemens, Schindlers.
23.	ELCB	
24.	PVC Wires, Copper Aluminum Conductor, Flexible Cables.	Finolex / PR/ Havells, Pagoda.
25.	HRC Fuse	L and T, Siemens, Indo Asian, Havells, EE.
26.	Fuse Switches	L and T, Siemens, Crompton, Havells, KEW
27.	Switches / Sockets	Clipsal / MDS
28.	Cable Glands	HME, EEW
29.	HC Fuse Distribution board	CPL, EE, Essen, Stanly, KEW
30.	Air / Oil Circuit Breaker (HT /LT)	Jyoti, Siemens, L and T, GEC, BHEL, Telemecanique,
31.	Energy Meter	Havells, ME.
32.	Capacitor	Crompton, L and T, Siemens.
33.	Steel Tubular Poles	Indian Electric Poles, Bombay Tubes.
34.	Terminal Box, Bracket, Junction, Box, Control pillar.	ELM United, DVK, MEW.
35.	Street Light Luminaries'	Bajaj, Crompton, Phillips, Wipro, GE- Apar.
36.	Chokes / Igniters	Bajaj, Crompton, Phillips, Wipro Glolite.
37.	Power Contractor	L and t, Siemens, Hammer, Schindler.
38.	Lamps	Bajaj, Crompton, Phillips, Surya, Mysore.
39.	Rotary / Select or Switches	L and T, Siemens, Katcee, EE.
40.	Post top lantern	Bajaj, Crompton, Phillips, Wipro.
41.	Street light controller/ timer	L and T, ELM, Indo Asian.
42.	Alternators	Kirloskar, Crompton, Cummins, Cater Pillar.
43.	Diesel Engines	Kirloskar, Crompton, Cummins, Cater Pillar.
44.	Flow Meter	Signet, Monetec, Voryex.
45.	Cable Joint Kit	Raychem, Xicon, Benson, Mahindra (push on), M
46.	Lifts	Schindler/Otis /Mitsubishi
47.	Ceiling Fan	Crompton, Havells, Bajaj, Orient
48.	Exhaust Fan	Crompton, Havells, Bajaj, Orient
49.	Cable Trays	Jyoti/Aeron/Sai Ind

D. APPROVED LIST OF MATERIALS and EQUIPMENTS – FIRE FIGHTING WORKS.

All materials and equipment's shall be of the best type available and shall be to the approval of Fire Brigade and shall be ISI certified / marked wherever applicable. The following makes of materials and equipment's are approved:

Sr. No.	MATERIAL	MAKE
1.	G.I. Conduits	BEC, VIMCO.
2.	Booster pumps at terrace	Kirloskar, HBD, Voltas.
3.	PVC Conduits	Precision, Garware.
4.	Moulded cover circuit	L and T (LT/LK), Crompton Greaves, Siemens/ ABB.

5.	Earth Leakage Circuit	Siemens, Group Schindlers, MDS, L and T, Hager.
6.	Flow switches	Porclcon.
7.	Steiner	Jaypee / Grandprix.
8.	Butterfly Valve	Audco/ C and R.
9.	Control Valve	Mather and Platt / HD/ De's Technico.
10.	Sprinkler head	HD/ Mather and Platt / New age.
11.	Sluice and non-return valve	Kirlosker, L and T, Sarkar, Kartar.
12.	Pressure switch	Indfoss.
13.	Pressure gauge	H- Guru.
14.	Hydrant Valve	Minimax. New age.
15.	FRP Cable trays	Jyoti/ Aeron / EPP/ Sal Industries

E. LIST OF APPROVED MAKES FOR PLUMBING WORK:

To comply with the Bureau of Standard Act enacted by the Parliament the fixtures selected should have ISI Marking along with brand name of manufacturer. Fittings without ISI mark if selected as a functional / aesthetic requirement should be got tested in approved test house prior to installation.

The Society will have the discretion to select the material from the following list, in consultation with PMC. Before accepting all chromium plated fixtures the Developer will submit for all items the test result of the chrome plating to ensure the thickness of plating.

Sr. No.	MATERIAL	MAKE
1.	Cast Iron pipes and Fittings (soil)	BIC, HEP, NECO, AIMERA
2.	R.C.NP2 pipes	Indian Hume Pipe
3.	Stoneware pipes and Fittings	Trimurti, Perfect.
4.	Cast Iron LA Class Pressure Pipes	TISCO, Electrical Steel Casting, NECO.
5.	G.I. Pipes- Heavy Grade (C Class) as	ITC, Tata.
6.	Gun metal valves and Fittings	Premier, Leader New.
7.	G.I. Fittings	Ring and Cross brand, Kirti, BM, Guirat Steel.
8.	C.I. Sluice valves, Check valves etc.	IVC (Kolkata), Kirloskar.
9.	Butterfly valves	C and R, Audco.
10.	Chromium plated brass fittings with fancy knobs, taps, top cocks, mixer fittings etc.	JAQUAR
11.	----do--- with Capston Head	L and K Techno, Malco GMT.
12.	Bottle traps and waste fittings	JAQUAR
13.	Vitreous China Pottery ware	Hindustan, EID Parry, CERA, NEYCER.
14.	Fire clay sinks	SUNFIR, KCP, PARASURAM.
15.	W.C. seats and cover 'A'	Commander deluxe type.
16.	Stainless steel sinks	Nirali.
17.	Full stall Urinals	Khodivar or Parasuram.
18.	Polysterine and FRP low level	Challenger, Champion Commander Marvel.
19.	C.P. Spreader	(Full bore made to measurement).
20.	C.I. Flusing Cistern	ALIE, NOMOS.
21.	Flush valves	Jaguar
22.	Water meter	Leeds, Canstan, Atlas Kaycee, Kent.
23.	Water storage heaters (electric)	Venus, Spherohot, Baijai, Recold.
24.	Pressure reducing valve	HAWA, FAN.
25.	Electric pumps, cold water supply	Best and Crompton, Kirloskar, HBD, WASP.
26.	Sump pumps	Kirloskar, HBD, Darling.
27.	Motors	Crompton, Kirloskar
28.	Starters	Crompton, LT- LK, Siemens, Cilter Hammer.
29.	Glass Fibre Reinforced Polymer Composite Pipes(GFRPC)	RIL/PPP/PolyPlast/Gandhi/EPP

30.	RCC Manhole cover and frame and	Tested by VITI/ IIT authorities.
31.	C.I. Manhole Covers and Grating	Ashok Foundry, IF, NECO.
32.	Stainless steel Fixtures	Steelmac or equivalent.
33.	Float /Equilibrium Valves.	LandK, Techno.
34.	Leads Pipes.	Standard Metal, HMS Metal.
35.	Ball Valves with Copper Floats.	LandK, Techno.
36.	Powder coated Bath Fittings.	Jaguar
37.	Pressure Guages.	Figi, H.Guru, Prico.
38.	Electronic Sensor urinals	Bell Ceramic, Perryware or equivalent.
39.	Lead pipes.	Std. Metal, H.M.S Metal.

GENERAL:

- 1 Prior approval for all the above materials shall be obtained from Society before procurement/installation.
- 2 Use of equivalent materials is subject to approval by Society. The Bidder shall bear the additional cost if the same are rejected after the same are used without written approval from PMC.

CHAPTER 13
FORCE MAJEURE

If any time during the execution of the Project, the Developer is not able to proceed with the construction/ completion of the Project beyond a period of one month due to any reason beyond his control as mentioned below, the Developer shall get extension of time to proceed with the Project work in case of occurrence of such events; the period of extension being assessed by the Managing Committee as reasonable and necessary under advice from the Society's Solicitors. No other claim shall be allowed. The cost of any work whatsoever redone or re-executed by the Developer, after completion of Force Majeure event, shall be borne by the Developer only.

A. Force Majeure means any of the following events or circumstances or combination of events and circumstances:

- a. Act of God or Act of war or hostilities whether declared or undeclared, invasion, armed conflict, or act of foreign enemy, blocked, embargo, revolution, riot, insurrection, insurgency, terrorist or militant action, sabotage, or civil commotion in so far as such affects the Project.
- b. Epidemic and/or Pandemics affecting the nation or the governmental policies in that regard affecting the Project.
- c. Labour disputes affecting the industry as a whole affecting the Project.

B. Force Majeure shall not include:

- a. Unavailability of machinery, equipment, cement, steel and other construction materials for the project;
- b. Strikes or labour disputes of the Developer;
- c. Increase in cost of essential construction items like cement, steel etc.;
- d. Insufficiency of funds or non-availability of finance or obligations becoming onerous to perform;
- e. Non-performance caused by, or connected with, the Developer's negligent or intentional acts, errors or omissions;
- f. Failure to comply with an Applicable Law; or breach of, or default under the Definitive Agreement;
- g. Revocation or cancellation or non-renewal of permissions or consents due to default of the Developer; and
- h. Any legal dispute arising due to the liability of any other project of the Developer leading to inability to carry out works at this Project.