

TENDER DOCCUMENT

**FOR REDEVELOPMENT
SRUSHTI SANKUL CO-OPERATIVE
HOUSING SOCIETY LTD.
NAGPUR.**

**SURVEY NO. 65/2, CITY SURVEY NO. 284, MAUZA
GADGA, VIP ROAD, DHARAMPETH,
NAGPUR 440010**

1. NOTICE INVITING BIDS FOR REDEVELOPMENT

Sealed BIDS are invited from the Developers of repute and having adequate expertise, skill, financial resources and experience in the execution of similar projects of comparable size and nature for the **REDEVELOPMENT OF SRUSHTI SANKUL CO-OPERATIVE HOUSING SOCIETY LTD', BUILDINGS AND PROPERTY** situated at **Survey No. 65/2, (New 65/4), City Survey No. 284, Mauza Gadga, VIP Road, (Kamalatai Hospet Marg) Dharampeth, Nagpur 440010, admeasuring 2874.327 Sq. Mtrs. [30939 Sq. Feet] as per DOD.**

I	Nature of Work	Redevelopment of Srushti Sankul Co-Operative Housing Society Ltd. Nagpur's buildings with demolition of the existing buildings by obtaining required approvals and NOCs from State and local authorities. Commencement Certificate for construction of new building/buildings, by utilizing maximum permissible plot potential by loading of FSI/TDR & fungible FSI in the name of the Society, under NMA-DCPR/UDCPR 2020 and obtaining building Completion Certificate and Full Occupation Certificate along with all amenities, installations and approvals for the Entire Project.
II	Time for completion of project	24 (Twenty-Four) months from the date of Letter of Entry (LOE) by the Society to the Developer. The entire project shall mean and include the construction of existing members' new area, the free sale area, the car parking spaces, the landscaping, amenities and boundary walls and all other mutually agreed and mandatory structures, installations and facilities with full Occupation Certificate with permanent water, electricity, solar and gas connection, rain water harvesting and firefighting system.
III	Validity of offers	30 days from date of bid opening. However, the validity may be extended by mutual consent.
IV	Earnest Money deposit	Rs. 10,00,000/- (Ten lakh only) without any Interest, by demand draft/RTGS in favor Srushti Sankul Co-Operative Housing Society Ltd payable at Nagpur, along with the bid document and not with the financial bid. (Earnest money is refundable without interest in case the bid is not accepted.) Account Details: 1. Account Name: Srushti Sankul Co-operative Housing Society Ltd. 2. Account No. 73130100002091 3. Account Type: Saving A/c 4. IFSC Code: BARB0DBCNAG (Fifth digit is zero) 5. Bank Name: Bank of Baroda, Civil Lines, Nagpur.
V	Cost of Bid Document	Rs.20,000/- (Twenty thousand only) plus GST/ levies as applicable per set, payable in the name of Society by demand draft/RTGS (non-refundable)
VI	Bid period and Availability	Bid documents will be available from society office from 4.00 pm to 6.00 pm on all working days from 18/04/2024 to 25/04/2024
VII	Place and Date of submission of	Sealed bid document shall be submitted

	bids	at Society office i.e. Srushti Sankul Co-Operative Housing Society Ltd, Survey No. 65/2, VIP Road, Dharampeth, Nagpur 440010. up to 7 pm on or before 31/05/2024, with prior intimation to any of the following phone numbers: 9011075181, 9869057792, 8329776189
VIII	Opening of Bids	Bid Opening date, time and place will be conveyed to the bidder at least eight days in advance.

- 1.1. The Developers may be an Individual, Registered Partnership firm, or Company incorporated under Companies Act 1956.
- 1.2. 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 & conditions of this bid document for this entire project.
- 1.3. The Developers shall ascertain exact physical area of the plot, area under road setback, amenities and open space requirement or any other statutory reservations & net plot area for ascertaining maximum permissible FSI, TDR & fungible FSI that can be loaded on the plot for redevelopment of the Society buildings and property.

2. Project Particulars:

- 2.1. The plot is located at a strategic point on VIP Road which connects to Amravati Road (NH-53) just 50 mtrs away and is eligible for Road FSI under Regulation of NMA-DCPR/UDCPR 2020.
- 2.2. The Developer whose bid is accepted, selected and who is appointed by the General Body of the Society will be allowed to utilize 'the Maximum Permissible FSI.
- 2.3. The developer should visit the plot and verify the plot potential before submission of his offer.
- 2.4. The Developer shall arrange his own funds and financial resources for this project. The Society and the existing members shall not transfer to the Developer, the ownership or possession of the Society property or any rights therein save and except the right to redevelop the property in the manner mutually agreed upon between the Society and the Developer. The Developer should not create any mortgage, lien, charge, encumbrance or create any third-party interest on the Society's land and its property at any stage of redevelopment.
- 2.5. The right to revise or amend this notice and/or the bid document fully or partly, prior to the last date for submission of offers, is reserved by the Society.
- 2.6. The Society reserves the right to reject any or all the bids/offers and /or accept the lowest, highest or any other bids/offers without assigning any reason whatsoever. The decision of the Society will be final & binding on all.

Sd
Secretary
Srushti Sankul
Co-Operative Housing Society Ltd, Nagpur

Sign and stamp of Developer

**OFFER LETTER
(ON LETTERHEAD OF THE BIDDER)**

To,
The Hon. Secretary
Srushti Sankul Co-Operative Housing Society Ltd, VIP Road, Dharampeth,
Nagpur. 440010

Ref: Your advertisement in _____ dated.....

Dear Sir,

It has come to my/our knowledge through sources (newspaper advertisement of notice/otherwise) of the proposed redevelopment of your plot.

I/ We are the Director/Owners/Proprietor/Partners of the firm----- and I/we are authorized to bid for the proposed redevelopment of your plot.

I/We hereby assure you of the following aspects of the project;

I/ We have verified ourselves the details/information as provided with the offer document as regards the plot layout, the ownership status, the existing layout of the buildings, the condition of the buildings and the ground realities as regards the various structures/amenities on the plot and have ascertained the same from the relevant depts.

I/ We have visited the site and have ascertained the plot layout and the exact location and the condition of the buildings.

I/ We have verified ourselves and are conversant with the NMA-DCPR and various municipal policies/ procedures as also with other relevant depts. before submitting this offer.

I/ We have made my/our own evaluations and assessment of the project and are satisfied by the same. I/We also stand by our offer irrespective of any addition/alteration in the various State Govt. /NIT/NMC amendments. I /We have visited the site and are fully aware of the site conditions.

I/ We have paid a sum of Rs.20,000 + GST & applicable levies, towards the Bid Cost and am/are fully aware of the non-refundability of the same. I/we also understand the right and the requirements of the society to reject my/our offer without assigning any reasons whatever.

I /We also assure the society that we shall work in co-operation with the committee members and the Society, PMC/ Architect /Consultants of the society for the successful completion of the entire project.

I/We are submitting herewith demand draft/RTGS/NEFT of Rs.7,50,000/- (Seven lakh and fifty thousand only, interest free) in favor of SRUSHTI SANKUL CO-OPERATIVE HOUSING SOCIETY LTD as the Earnest Money Deposit.

Finally, I/we assure you to abide by all the bid terms and conditions along with the technical specification as mentioned herein and would always comply with them to achieve best possible results.

Date:

Yours Truly

Place:

Sign & Stamp of Developer

Name & Designation of Signatory

NOTE

- ❖ Power of Attorney of the person signing the bid document to be Registered/notarized on Rs.500/- stamp paper.
- ❖ Partnership Deed or Memorandums of Company to be submitted.

DECLARATION BY THE BIDDER

[ON LETTERHEAD OF THE BIDDER]

Date

To,

The Hon Secretary

Srushti Sankul Co-Operative Housing Society Ltd., VIP Road, Dharampeth,

Nagpur-440010

Sub: Redevelopment of Srushti Sankul Co-Operative Housing Society Ltd. Situated at Plot bearing survey No. 65/2, Mauza Gadga, VIP Road, Dharampeth, Nagpur. 440010

Sir,

Having visited and studied the site/layout/plot under reference and examined the maximum permissible FSI/TDR under NMA-DCPR/UDCPR 2020 and fungible FSI of the plot, with all clearances, project particulars, bid documents, general conditions of contract, special conditions of contract and technical specifications & other documents forming part of the bid document by virtue of their specific and implied mention in these documents for the redevelopment named above, I / we the undersigned hereby offer to construct, execute, complete & hand over the entire project work of Redevelopment of the Society property, in conformity with the bid documents and the Redevelopment agreement to be executed between the Society & the Developer.

We hereby agree to all the terms & conditions of this bid document. I/we further undertake / confirm /agree that: ---

1. The plot potential shall be utilized by loading the maximum permissible FSI/TDR & fungible FSI under NMA-DCPR & as per prevailing rules & regulations. I/We are submitting the offer based on prevailing Rules & Regulations, for utilization of maximum permissible FSI/TDR/Fungible FSI as per UDCPR 2020.
2. We will abide by this bid for the period specified in the bid notice. It shall remain binding on us that the bid period may be extended by mutual consent before the expiry of the bid period. In case of any default by us in our obligations to renew the bid period by mutual consent, we acknowledge hereby that you are at liberty to forfeit our earnest money deposit.
3. Until a formal redevelopment agreement is prepared & executed, acceptance of this bid shall be binding on both the parties subject to modifications as may be mutually agreed between us.
4. The Society can appoint Architect/PMC/Structural Engineer/Elevation Designer/Site Supervisor/Solicitor/Legal Advisor/Tax Consultant and all other necessary consultants and I/we will pay the professional fees through the Society.
5. In case of failure to complete the entire project work within the specified time period as mentioned or as may be mutually agreed, I/we will be liable to pay liquidated damages/penalty for the period of default without prejudice to the Society's other rights to recover damages.
6. In the event of my/our failure to commence the work within the prescribed period after issue of Letter of Intent (L O I), the society shall be entitled to forfeit the full amount of earnest money and other securities, performance bank guarantee and enforce the conditions of redevelopment agreement as shall be entered into between the Society & the developer.
7. The stamp duty, registration charges, taxes or any other levies and out of pocket

charges as applicable towards registration of redevelopment agreement, permanent accommodation agreement or any other deeds or indenture and the purchase of FSI including premium FSI, permissible TDR, fungible FSI etc. shall be borne by me/us alone. The cost of all FSI/TDR/fungible FSI to be loaded on the said land will be borne by me / 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 & redevelop the Society buildings.

8. I/we understand that the Society is not bound to accept the lowest / highest or any of the bid/s it has received.
9. I/we shall undertake the necessary demarcation of all the road line remark, DP remark, junction curves for consideration of area under road setback, demarcation of POS (Public Open Space / Amenity Open Space) etc. and the same shall be carried out by me / us, at my / our own cost.
10. I/we shall pay security deposit of Rs. 1,00,00,000 (One crore only) by demand draft/ RTGS/NEFT in favor of Srushti Sankul Co-operative Housing Society Ltd, payable at Nagpur at the time of issue of Letter of Intent (LOI) by the Society.
11. I/we shall undertake the task of planning, designing and execution of redevelopment as may be conceived by the Society & me/us, and as mutually agreed between us.
12. I/we are aware that the UDCPR 2020/NMA-DCPR is in force. However, our offer is based on maximum permissible FSI / TDR / Fungible FSI assuming all clearances from the authorities applicable to said land.
13. In the event of inordinate delay in getting legitimate clearances from concerned authorities, I/We are open to discussion with the Society for utilization of FSI under UDCPR 2020/NMA-DCPR for the execution of the project.

Yours Truly

Name & Designation of Signatory

Date:

Place:

Sign & Stamp of Developer.....

DETAILS OF THE BIDDER

Full information About the bidder		
A: If Individual		
i	Full Name	
ii	Residential Address	
iii	Office Address	
iv	Telephone/Mobile Numbers	
v	Email address	
vi	webpage	
vii	Financial Status	
viii	Previous Experience	
ix	Details of Completed Projects	
x	Details of On-going projects	
xi	Source of finance in terms of percentage for this project	
	A: Own	
	B: Borrowed	
	C: Other	
B: If Partnership Firm		
i	Names of All Partners	
ii	Residential Addresses	
iii	Office Address	
iv	Telephone / Mobile numbers	
v	Email addresses	
vi	Webpage if any	
vii	Financial Status of firm and its partners	
viii	Previous experience of firm and partners	
ix	Size of Completed Projects	
x	Size of On-going projects	
xi	Source of finance in terms of percentage for this project	
	A: Own	
	B: Borrowed	
	C: Other	
C: In Case of Company		
i	Date and place of Registration including date of commencement	
ii	Certified copies of Memorandum of Association and Articles of Association	
iii	Nature of business carried out by the Company and the	

		provisions of its Memorandum of Association relating thereto.	
	iv	Names and particulars including office/residential addresses and telephone/mobile numbers of all the Directors	
	v	Email ID of concerned official & webpage	
	vi	Previous experience of the company and its directors	
	vii	Its authorized, subscribed and paid-up Capital	
	viii	Size of Completed Projects	
	ix	Size of On-going projects	
	x	Source of finance in terms of percentage for this project	
		A: Own	
		B: Borrowed	
		C: Other	

SSCHS

INSTRUCTIONS FOR BIDDER

1. SITE

- a. Before submitting the bid, bidder must visit the site of work at his own expense and familiarize himself with all the site conditions and surroundings 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 respects. 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.

2. BID

- a. Bid shall be submitted in the prescribed format and manner, complete in all respects without keeping any column/information blank.
- b. Each page of the bid document is required to be signed by the authorized person of the bidder, and supported by necessary Power of Attorney/Board Resolution or any other comparable document of authorization. Any bid with any of the document 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 bid document are permitted and will cause such bids liable for rejection.
- c. Bid form must be filled in English. Erasures and alterations made, if any, while filling the bid must be initialed by the authorized person of the bidder.
- d. In case the bid is submitted by any proprietary concern, it shall be signed by the proprietor only. The proprietor should submit bank signature verification card from respective banker. In case of registered Company, Partnership Firm, the Seal of the Company/Firm shall be affixed over the signature of one or more directors/Partners as may be provided in the Articles of Association or Deed of Partnership.
- e. If it is found that two or more persons who are, or have been, connected with each other 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, 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.

3. SUBMISSION/PRE-QUALIFICATION & 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 viz, pre-qualification bid and financial bid.
- b. The pre-qualification bid shall include the description of the Builder's/Developer's firm/company in the formats A to E in the "Pre-Qualification of Developer" printed in a separate sheet and kept in sealed envelope superscribed "Pre-Qualification of Developer".
- c. The "Financial Bid" shall comprise all documents in this bid [duly filled in] except the Pre- Qualification bid and kept in sealed envelope superscribed "Financial Bid" for proposed redevelopment of existing building of Srushti Sankul Co-Operative Housing Society Ltd.
- d. Both these sealed envelopes should be kept in a third main envelop along with Demand Draft/RTGS for Earnest Money Deposit and superscribed "**Bid/offer for Proposed Redevelopment of the Existing Buildings known as Srushti Sankul Co-Operative Housing Society Ltd.**" and same should be submitted **to the Secretary/Chairman of the Society during office hours.**
- e. The pre-qualification bid will be opened first and the Builders/Developers who are found competent by the Society in consultation with the PMC will be considered for evaluation of their financial bid and subsequent selection, appointment and award of work.
- f. The financial bid of the Builders/Developers who do not satisfy the pre-requisites mentioned in pre-qualification bid will not be considered. The bids which do not fulfill any or all of the above conditions or are incomplete in any respect are liable to be summarily rejected.
- g. Corrections, if any, shall be made neatly and clearly and duly attested by an authorized person of the Company or the Firm.
- h. Bids shall be opened at the time and place as mentioned in the notice aforementioned or as intimated to the bidders by the Society.

4. ACCEPTANCE/ REJECTION OF OFFER

a. Any 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.

a(1). 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. Minimum number of deviations will be one of the criteria of bid evaluation.

Bidders' standard terms and conditions shall not be considered. If a bidder submits terms and conditions, the bid 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.

b. 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.

b (1) 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 by the bidder.
- ❖ The bid is not complete in all respects.
- ❖ Earnest Money Deposit is not submitted with the bid at the time of Submission.
- ❖ All pages of the BID do not carry the seal & signature of the bidder

5. TIME OF COMPLETION:

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 24 months from the date of issue of LOE by the Society to the selected developer, with a grace period of 06 months.

6. LETTER OF INTENT (LOI)

A. The Bidder whose bid is accepted shall be required to present himself in person at the office of the Society for the issue of Letter of Intent. He shall pay security deposit of Rs. 1,00,00,000 (One crore only) by demand draft/ pay order in favor of SRUSHTI SANKUL CO-OPERATIVE HOUSING SOCIETY LTD, payable at Nagpur at the time of issue of Letter of Intent (LOI) by the Society.

B. Failure to furnish the security deposit at the time of issue of Letter of Intent (LOI) 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 Developer being liable to make good for any further loss or damages incurred in consequence thereof by the Society. The Bid document together with notice inviting the bid shall eventually form part of the contract agreement to be entered into between the parties.

7. CONSTRUCTION MATERIAL

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 & PMC. The responsibility for loss, damage or theft of these materials shall rest entirely with the Developer. These materials shall not be removed from the site by the Developer due to any reason whatsoever without the written permission of the Society/PMC.

8. SAFETY CODE AND PROVISION

Safety precautions shall be followed as per the "Safety Codes & Various Safety Provisions", whether incorporated or not in the bid.

9. SECURITY DEPOSIT AND EMD

The bidder will not be entitled to any interest on the Security Deposit and Earnest Money Deposit. All interest earned on the EMD & Security Deposit shall belong to the Society alone.

10. PRESENTATION

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

11. SITE VISIT

The shortlisted bidders shall arrange site visit of the Society members to their completed / ongoing projects of same/ similar nature & size.

12. EVALUATION OF BIDDER

The offer of developer most beneficial to the Society in terms of additional carpet area, corpus fund, displacement compensation etc. to be given by the developer 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 developers. 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 developers and to negotiate with such short-listed developers before appointing the successful bidder.

13. WITHDRAWAL OF BID

The bidder cannot withdraw the Bid once submitted till the validity of bid; this may result in forfeiture of the EMD.

14. CONFIDENTIALITY

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 & confidential.

15. REDEVELOPMENT AGREEMENT

The Society shall enter into a Redevelopment Agreement with the developer selected and appointed by the General Body of the Society. It shall be executed to utilize the maximum permissible FSI after taking into consideration the Physical Plot Area approximately admeasuring 2874.327 Sq. mtrs and Area for Amenity, Open Space as required by NIT/NMC, or other statutory reservations thereabouts, subject to demarcation by competent authorities, and subject to the Rules and Regulations of the Central Govt/ State Govt/ NIT/NMC from time to time; for the existing members' "new area" and the developer's "sale area".

16. PERMANENT ALTERNATIVE ACCOMODATION AGREEMENT

The successful bidder who is selected and appointed by the Society as the developer will have to enter into a tri-party PAAA with the Society and each existing member, after IOD and allotment of new flat & parking and prior to the issue of Letter of Entry.

17. TRANSFER OF BID DOCUMENT

Transfer of bid document by one bidder to another is prohibited

18. SIGNING AUTHORITY

In case of Partnership firm, each partner shall sign the bid. In case of Limited Company, the bid document shall be signed by duly authorized person and it shall be supported by notarized power of attorney

19. ADDENDUM / CORRIGENDUM BY 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 & conditions of the bid documents. This addendums/corrigendum shall be part of the original bid documents.

20. PROPOSAL

The developer shall construct redeveloped building/s by utilizing plot potential, loading of FSI/TDR, fungible FSI as per UDCPR 2020 and the development rules & 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 costs of the project for the entire society property redevelopment are to be borne by the developer including cost of approvals, obtaining of IOD /permissible FSI/TDR/Fungible FSI, permission from all relevant agencies / authorities, development costs, cost of construction, displacement compensation, hardship compensation, stamp duty, registration fees, shifting charges, brokerage, expenses and stamp duty & registration charges on execution of permanent alternative 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 reimbursed for the above in kind, in terms of his saleable area in the building/s to be sold by him directly as part of Society property. The developer shall not be entitled to earn any revenue except by way of sale of the built-up area of saleable units of the project, being developer's free sale area. All open spaces, common terrace, stilt areas, parking areas, society office, fitness center, servant toilets, staircase and other common areas etc, shall belong to the society alone.

21. APPOINTMENT OF SOLICITOR / LEGAL ADVISOR

The Society proposes to engage its own solicitor/ legal advisor, to facilitate redevelopment. The fees payable to these experts will be borne by the developer & paid through the Society.

22. OBTAINING APPROVALS

The developer shall obtain at his cost necessary approvals from NMC/NIT/NMRDA/ and other utility providers & statutory bodies. All permissions, approvals & no objection expenses and other charges shall be borne by the developer.

23. HOARDINGS

The society may erect hoardings for private advertisement and shall earn revenue from it. The developer shall not claim any share from such revenue.

24. PARKING

The developer shall be bound to construct and provide free of cost parking to all existing members as well as visitors' parking to the Society, at such number as entitled and as provided in the UDCPR 2020 and as approved by the NMC/NIT/NMRDA. However, each existing member shall be provided with at least one covered parking for one four wheel and two two-wheel vehicles.

25. QUERIES ON TENDER

Queries, if any on Tender documents shall be addressed in writing (through letter / e-mail) to the Secretary of the Society. Only written queries through letter / e-mail will be replied. 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.

SSCHS

PROJECT DETAILS

1. About The Society

- a. Name of the Society: Srushti Sankul Co-Operative Housing Society Ltd.
 b. Registration No: NGP/1588/2023.
 c. Location: Survey No. 65/2, VIP Road,
 Dharampeth, Nagpur 440010

2. About Land:

The salient details of the plot to be developed and the existing buildings etc. are as given below:

- a. Plot No. 65/2
 b. City Survey No. 284 (Old 277)
 c. Plot area as per DOD 2874.327 sq meters
 d. The plot is located on VIP Road, Dharampeth, Nagpur. On the North Mr. Karemore's House, Vinoba Ashram and Volleyball Association ground. On the South Nag river tributary. On the West VIP Road. On the East Vasant Rao Naik basti.

3. Plot landmarks:

- a. Just 50 meters from Amravati Road (NH53)
 b. Behind Bole Petrol Pump
 c. Institute of Engineers Metro station 600 meters away
 d. Central Mall 600 meters away at Alankar Square
 e. Opposite Maharajbag Club lawns
 f. **Plot Description:** The SRUSHTI SANKUL CO-OPERATIVE HOUSING SOCIETY LTD. is situated at Survey No. 65/2, City Survey No. 284 (Old 277), on VIP road, Dharampeth, Nagpur. The society consists of three existing buildings in RCC structure viz. Building No I (C Wing), Building No II (A-B Wing) and Building No III (D Wing) comprising 41 residential units and 02 Shops. The plot area as per Property Card & Deed of Declaration is 2874.327 sq meters. An electric substation operated by MSEDCL is situated on the Society plot.

4. **Access to the Plot:** Directly from VIP Road, which connects to the Mumbai Kolkata National Highway just 50 Mtrs. distance on north and connects Alankar Square on North Ambazari road on south.

5. **Existing Structure:** The Society consists of three residential buildings:

- a. Building No. I known as 'C' wing having 11 two BHK Residential Flats and 2 shops
 b. Buildings No. II known as A-B Wings having 18 residential units (12 three BHK flats in 'A' wing and 6 two BHK flats in 'B' Wing)
 c. Building No. III known as D Wing consisting of 12 two BHK residential units.

7. Existing Built-up area of Flats

Building Nos	Unit Description	Built-up Area per Flat	Balcony Area	Total Area Per Flat	No. of flats per wing	Total Built-up Area wing wise
Building-I (C Wing)	Residential Flats	70.008	23.54	93.548	11	1029.028
	Shop -01	39.785	0	39.785	1	39.785
	Shop - 02	30.223	0	30.223	1	30.223
Building-II (A Wing)	Residential Flats	89.575	23.66	113.235	12	1358.82
Building-II (B Wing)	Residential Flats	63.313	18.66	81.973	6	491.838
Building-III (D Wing)	Residential Flats	66.5196	12.98	79.4996	12	953.9952
TOTAL		359.4236	78.84	438.2636	43	3903.689

8. **Details of the Proposal / Scheme:** The Society proposes to redevelop the entire property, demolishing its existing buildings and constructing new buildings by utilizing maximum permissible plot potential by

loading FSI, TDR & fungible FSI under NMA-DCPR/UDCPR as per the existing rules and regulations of the NMC/NIT/NMRDA/ Statutory authorities.

9. In consideration of the Society granting development right in respect of the said property to the developer, the developer shall provide free of cost and on ownership basis the new flats by way of permanent alternative accommodation to all the existing members, herein referred to as members' new area of the new buildings, on terms & conditions agreed to in the bid document, along with earmarked car parking spaces as approved by the DCPR/NIT/NMC/NMRDA. The developer shall be entitled to sell his free sale area arising from the project, referred to as the developer's free sale area.
10. The Developer has to construct new building for the use of existing members of the Society and for the prospective purchasers of the sale area and, therefore, there should not be any quality difference in the construction between the area for existing members of the Society and the sale area, which should be as per same specifications and amenities given in technical specifications.
11. **Financial Scheme:** The Developer shall make his own arrangements for financing the scheme from his own resources and/or from open markets etc. No advance or loans or subsidy or equity will be provided for the project by the Society.
12. **Zonal Basic FSI / Premium FSI / TDR / Fungible FSI:** The Developer has to purchase additional F.S.I from the Government/market/ slum TDR/road TDR etc. as per the rates prevailing at the time of the development of the property and it is the responsibility of the Developer to obtain the FSI/ TDR/ Fungible FSI from the Government/market and load it in the name of Society before the issue of LOI by the Society. The expenditure for purchasing the FSI/ TDR/ Fungible FSI and all the charges, fees, premium etc., as may be applicable shall be paid by the Developer alone. The financial bid submitted by the bidder & later on negotiated by the Society shall be binding on the Developer and no reduction in the offer shall be allowed at any time due to increase in the rates of FSI / T.D.R./Fungible FSI/Premiums etc. and construction cost (which includes cost of labor and material etc.) in future and on any other grounds or reasons whatsoever.
13. **Exabit 'A' comprises**
 - a. Building Permit granted by NIT
 - b. City Survey Plan.
 - c. Deed of Declaration

1. PRE-QUALIFICATION CRITERIA AND ELIGIBILITY OF THE BIDDER

The Society reserves the right to accept/reject any or the entire 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 of the project.

- a) The Bidder may be:
 - i. An individual/Proprietor, or
 - ii. Registered Partnership firm, or
 - iii. A Company incorporated under the Companies Act 2013
- b) The Bidder must also have the following registration certificates:
 - i. GST Registration
 - ii. Employees Provident Fund
 - iii. RERA Registration
 - iv. Employees State Insurance
 - v. Profession Tax
 - vi. All other Registrations as required under applicable law.
- c) Bank Solvency Certificate and authority to seek references from Company's / Firm's bankers and evidence of adequacy of working capital for this project.
- d) As a Developer, yearly average turnover for last three financial years should not be less than Rs.300 crores per year. Certificates duly attested by Chartered Accountant confirming this should be enclosed.
- e) Should possess major construction equipment like weigh batching plant, tower crane, tower mobile crane etc.
- f) Should have and be in a position to deploy properly qualified and experienced technical personnel competent for planning, supervision and execution of the contract.
- g) Should possess valid license for executing water supply, sanitary, drainage works and electrification works.
- h) The Firm / Company / of the Bidder shall have minimum 10 years of experience in the field of construction, having valid Registration with NMC/NIT or any other statutory authority as per state government rules & possess other required licenses.
- i) The Bidder must have completed at least three single projects of 150 flats or completed three projects of 3,00,000 sq.ft. (built up area) with Occupation Certificate in the past 10 years.

Note: SRA/RH/SDZ/CDS/DNA/MHADA/AH/R&RS Project and projects undertaken under Mass Housing shall not be considered as qualification projects*.

[Slum Rehabilitation / Rental Housing/Special Development Zone/Cluster Development Schemes/Dharan Notified Area/ Maharashtra Housing & Area Development Authority/Affordable Housing/Rehabilitation Resettlement Scheme]

2. SUBMISSION OF BID

The Bid Document is to be submitted as two separate documents viz. Envelope one and envelope two

Envelope one: The Bidder shall submit the following documents in envelope one –

1. Bid document duly signed and sealed on each page along with covering letter on the letter head.
2. Prequalification documents along with supporting documents. (True copies duly attested and notarized).
3. Earnest money DD/Pay Order in favor of Srushti Sankul Co-Operative Housing Society Ltd. to be submitted in a separate cover and enclosed in envelope one.

Envelope two: This shall contain the financial Bid duly filled in the prescribed format as these envelopes shall be enclosed in one separate sealed cover and submitted. Any deviation in the above prescribed format shall lead to rejection.

The envelope shall be opened on the date as decided by the Society and all the responsive bidders shall remain present at the opening if they so desire. The bids will be opened on the date, time and place as provided herewith.

Check List: List of Documents forming part of the bid submitted by the Developer:

1. Original Bid Document
 2. EMD in form of DD/RTGS/NEFT
 3. Financial Bid
 4. Prequalification Document
- ❖ Notarized/registered power of attorney authorizing the signatory of the Developer to submit the Bid.

- ❖ Evidence of access to lines of credit and availability of other financial resources;
 - ❖ Audited financial results for preceding 3 years and predictions for the current year and the two following years, including the effect of known commitments;
 - ❖ Details of any current litigation;
 - ❖ Information in regard to the availability of major plant and equipment and infrastructure to develop projects of the given size;
 - ❖ Attested copies of the latest income tax, GST certificate and sales tax clearance certificates.
 - ❖ Details of redevelopment work(s) currently under execution.
 - ❖ 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 that all the data submitted by the bidder with reference to its financial track record and financial position is factual and accurate.
5. List of similar projects executed
 6. List of ongoing projects.
 7. List of sister concerns/sister companies.
 8. A letter confirming all the conditions in the bid and addressing all the specific requirements.

3. SPECIAL CONDITION

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

2. Sequence of events:

- a. **Selection and appointment of Developer :** The Developer will be selected and appointed as per the applicable rules and guidelines by the Government Regulations dated 3rd January 2009 & 4th July 2019, by the General Body of the society.
- b. **Letter of Intent (LOI):** The same will be further to the appointment of the Developer and subject to payment of security deposit to the Society.
- c. **Building Layout Plan:** In the course of process for redevelopment, Developer shall submit all the plans and other documents for approval of Society and every approval shall be done by Society as directed by the General Body.
- d. **Development Agreement between the Society & the Developer:** The BIDDER whose BID is accepted, shall enter into a redevelopment agreement between the Society & the Developer society within a period of 01 month or by such mutually extended period from the date of LOI containing mutually agreed terms and conditions including those mentioned in the entire BID documents in the form and substance approved by the Society. The BIDDER, his legal representative, executors, administrators etc. shall be bound for full and complete execution of the redevelopment agreement. Failure to furnish the redevelopment agreement or to execute the redevelopment agreement within the time specified or mutually extended shall constitute a breach of contract, in which case, the Earnest Money Deposit accompanying the BID shall be forfeited by the Society as liquidated damages for such default without prejudice to Developer being liable for any further loss or damage incurred in consequence by the Society.
- e. **Redevelopment Agreement shall consist of:**
 - i. Agreement document (Legal and Technical)
 - ii. Original BID document
 - iii. Relevant correspondence i.e. all letters/correspondence forming part of the offer/selection/appointment/acceptance/revised offers etc.
 - iv. LOI
 - v. Acceptance letter
 - vi. Insurance papers
 - vii. Agreements for purchase of TDR/ FSI in the name of the Society
 - viii. Specified/Limited power of attorney
 - ix. Deed of Indemnity
 - x. Performance Bank Guaranty
 - xi. Existing members' entitlement table
 - xii. Existing members' "New area floor plan"
 - xiii. Layout plans with Sections & Elevations
 - xiv. Any other documents as may be necessary to protect the interest of the Society and its members

- f. **TDR/ FSI and Approval of Layout Plans by the Society:** The Developer shall purchase the TDR/ FSI in the name of the Society before the members vacating of existing flats, and shall utilize / load the same on the plan approved by the Society General Body.
 - g. **Indemnity Bond:** The developer shall execute an indemnity bond prior to demolition of existing buildings.
 - h. **Approval of plans from NMC/NIT:** The proposed plans for the new buildings will have to be approved by the Society General Body. The plans approved by the Society will be submitted by the Developer for approval of the NIT/NMC under UDCPR 2020.
 - i. The Developer shall obtain IOD from NMC/NIT, load the full permissible FSI / TDR in the name of the Society and make payment of full premium towards obtaining fungible compensatory FSI/TDR before vacation notice asking existing members to vacate their respective flats.
 - j. **Permanent Alternative Accommodation Agreement with All Members :** A Permanent Alternative Accommodation agreement with all the existing members shall be entered into for their new entitlement, stating the new carpet area to be provided, the hardship compensation, new parking spaces etc. The stamp duty and registration charges of PAAA shall be borne and paid by the developer as per Rules.
 - k. The members shall be paid displacement compensation, brokerage, registration & stamp duty charges of Leave & License agreement and to and fro shifting charges etc as per the approved offer for shifting to temporary accommodation.
 - l. **Obtaining Commencement Certificate:** Upon completion of demolition of the vacated existing building, the developer shall make necessary applications and obtain the commencement certificate.
 - m. **Full Occupation Certificate:** The Developer shall complete the construction of the new building/s as per approved plans and make application for obtaining occupation certificate along with permanent water connections, permanent electricity connections, and permanent gas connection. Upon receipt of all approvals along with occupation certificate, the developer shall send a notice to the Society, for handing over possession of the newly constructed flats to the existing members.
3. The entire building layout plans required to be submitted to the NIT/NMC or any other authorities in respect of Redevelopment of Entire property of the Society shall be approved by the Society. Any amendments/additions/alterations to the said plans as per the requirements of Development Control Regulations or any other statutory body shall also be approved by the Society.
 4. **Indemnity Bond:** An Indemnity Bond shall be executed by the Developer in favor of the Society stating that, all the works will be done by the Developer as per the Development Agreement. He will complete all the formalities within the framework of laws applicable. The Developer shall not exceed the power vested in him and will fully indemnify the Society and its Members of any wrong doing on his part. The Indemnity bond shall remain in force till the end of the Defect Liability Period.
 5. **Time Schedule For Compliance:** The Developer shall note the following time schedule for various compliances and follow the same:
 - a. The Development Agreement shall be signed by the Developer within a period of one months or by such mutually extended period from the date of LOI served by the Society to do so. The developer should provide a Bar Chart from the date of LOI.
 - b. The Developer shall construct the site office & Society office within one month from the date of receipt of Commencement Certificate. The Site office & Society office will be as per relevant clauses in the BID document.
 - c. A comprehensive "Contractor's All Risk Policy (CAR)" and labor license shall be obtained by the Developer 15 days before the date of commencement of work.
 - d. Obtaining full IOD with full TDR and Full Fungible FSI loaded in the name of the Society: within 180 days or mutually extended period from execution of Redevelopment Agreement.
 - e. Executing Individual PAAA (Permanent Alternative Accommodation Agreement) with Members of Society including registration of the same within 60 days from receipt of full IOD as above.
 - f. Payments of Displacement compensation, Brokerage, deposits, shifting charges, hardship compensation allowance as per agreed terms before vacating the existing flats.
 - g. Vacation of flats by the Society members within 60 days after vacation notice for shifting by Developer after receipt of full IOD
 - h. Receipt of Commencement Certificate after vacating by members-within 60 days after Vacating.
 - i. **Occupation certificate :** 24 months from the date of issuance of letter of intent (IOI).
 6. **Future Benefits And Changes In Rules/Regulations**

Prior to the obtaining of Occupation Certificate, If there is any change in the policy of the NMC/NIT/NMRDA, changes in the current UDCPR, NMRDA, Government of Maharashtra or any public or statutory bodies and authorities governing development of properties in the city, 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.

7. The design of the new building structure shall be earthquake resistant & wind load as per NMC/NIT/NMRDA norms. The structure will be designed as per IS codes of Practice IS: 456 & IS: 1893.for Dead Load, Live Load, Earthquake Load, Wind Load etc.
8. **Security Deposit:** On issuance of LOI, the Developer shall provide Rs. 1,00, 00,000 (One crore only) as Security Deposit to the Society. The security deposit shall be refundable without interest. All interest earned on security deposit shall be utilized by the Society.
9. **Possession Of New Area:** The Developer will not be allowed to hand over the sale premises to the respective buyers till the Developer has first handed over possession of the new flats and car parking spaces to the existing members of the Society upon receipt of the Occupation Certificate. The Developer shall be entitled to hand over the sale premises to the respective buyers only after 07 days from the date fixed and actual handing over the members' new flats to the existing members.
10. **Admission Of New Members:** The Society shall not enroll new members until the Developer complies with all the terms & conditions of Development Agreement and hands over possession of the new flats and car parking spaces to the existing members of the Society upon receipt of the Occupation Certificate as stated above. The purchasers of Sale Units of the Developer will be admitted and inducted as members of the Society without any demur & protest, in accordance with the bye-laws of the Society, in the new buildings on the Developer complying with all his obligations agreed to in the Redevelopment agreement and completing the Redevelopment project in all respects, subject to handing over of the members new premises along with new car parking spaces. The Developer shall not be called upon to be admitted as a member of the society in respect of unsold free sale area till a period of six months from the date of Occupation Certificate (OC). No person deriving any interest in respect of free sale area by way of sale or lease shall be allowed to carry on any activity relating to dance bars, hospitals, nursing homes, gambling, betting stations, casinos, pubs, night clubs & service apartments. Further the roof top terrace of new buildings shall belong to the Society alone.
13. **Defects Liability Period:** The Developer shall be responsible for rectification of defects noticed during the period of 5 (five) years from the date of handing over possession of the new flats and car parking space to the members. This period shall be known as Defects 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 Security Deposit shall be retained by the Society for securing the Society during the "defect liability period". During the defect liability period, the Developer shall be responsible to make good & remedy, at his own expense, any defect which may develop or may be noticed before the expiry of defect liability period. However, for water proofing of the buildings the developer shall provide a warranty for a period of 120 months from the date of OC for the existing members' new area. If the Developer fails to rectify the defects as per the terms & conditions of the Redevelopment agreement, the Society shall be entitled to utilize the security deposit to the extent of an amount equivalent to the cost involved and incurred in rectifying the defects. The developer shall however reimburse the security deposit exhausted until the end of Defect Liability Period and also the developer shall be liable to deposit with the Society further amount incurred on rectification of defects during the said period.
14. **Basic terms and conditions of the project**
 - a. The society shall grant to the developer and the developer shall acquire from the society, sole & exclusive development right on principal-to-principal basis and not as agent of the Society to carry out and complete the Redevelopment, by demolishing the existing buildings, at developer's own cost, risk, expense, account and responsibility.
 - b. The developer shall be entitled to redevelop the said property by demolition of existing buildings and consuming the available FSI/TDR/Fungible FSI to the extent of maximum permissible FSI under NMA-DCPR/UDCPR 2020, after formal survey and demarcation of the property by EET & C / EEDP/ AE Survey and City Survey dept./NMC/NMRDA after taking into account road set back, curves to road etc. and constructing new buildings comprising of basement, commercial shops, stilt and upper floors in accordance with maximum height permissible by Civil aviation authority and rules & 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 & submit tentative floor/building plans in respect of the new buildings to the Society for its approval before submission to the NMC/NMRDA for approval for obtaining IOD/permission from MOEF.
- e. Upon obtaining the necessary permissions from NMC, 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 Development Agreement terms and conditions.

15. Offer To The Society:

- a. Percentage of additional free carpet area over & above the existing carpet area to be offered to each member, on the basis of existing carpet area.
- b. Hardship compensation payable by the developer at a rate per sq feet of carpet area to the existing members on the basis of existing carpet area held by each member and the terms of payment.
- c. Displacement compensation to be paid to the members for a period of 24 months calculated at a rate per sq feet of carpet area held by each member, with percentage increase every year
- d. Brokerage & stamp duty payable to the members for a period of 24 months.
- e. To & fro shifting charges payable to the members
- f. Stamp Duty & Registration charges and GST as applicable on existing & additional offered area to be borne by the Developer
- g. Total number parking to be provided to the society and its existing members in the stilt/covered/basement/open space/podium (minimum one covered parking for each member) shall be as permissible in DCPR
- h. 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.
- i. Health club/Gym/fitness center as per NMC norms.
- j. Society office, servants' toilet, watchman cabins etc. as per NMC norms
- k. Amenities to the members as mentioned in the Tender Document and developer's offer.
- l. The Developer shall register with Maharashtra Real Estate Regulation Authority and shall abide by the provisions contained thereunder.

16. Redevelopment Options: The developer shall submit the offer based on full demolition of all buildings and thereafter completing the project within stipulated time period as mentioned elsewhere.

17. 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 occupants/neighborhood in and around this complex till the newly constructed building is handed over by him to the Society.

18. SOCIETY'S Obligations:

- a) The Society shall issue power of attorney in favor of Developer for the specific purpose & period to enable obtaining of necessary permissions for Redevelopment on behalf of the Society.
- b) The Society shall issue necessary certificate, letters, authority etc. as needed by developer for carrying out his obligations
- c) The Society shall supply available documents of Title, Title certificates, Plan copies, Conveyance deed etc to the developer.
- d) The Society shall permit or give NOC for sale of saleable components to the developer.

4. GENERAL CONDITIONS

1. **Developer's 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 inquires and measurements and to have fully acquainted himself with the local conditions and the surroundings including market conditions of real estate and all potential technical, operational and business risks 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 labor and the local conditions/status or availability and employment of laborers. He shall be deemed to have his own assessment of present and future market. The data given by the Society is made available in good faith for general information only without any commitment or responsibility on the part of the Society about its accuracy. The Developer shall accordingly work out his proposal.
 - a. The Developer shall submit to the Society in writing within the time stipulated 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.
 - b. The Developer shall also submit the program 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 be 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 backlog of progress of actual work with respect to planned work in the subsequent month of activity.
 - c. Payment of professional fees: Professional fees of the PMC and other consultants shall be borne and paid by the Developer through the Society.
 - d. The Developer shall provide a temporary office of a minimum size of 4m x 6m with suitable partitions etc. at suitable location for the use of Society's field staff and a separate office for consultants, free of cost on the site of work. The office shall be provided with all amenities, furniture, fixtures and fittings etc. required for a good office.
 - e. 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, labor 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.
 - f. 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. 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.
 - g. The Developer shall incur/ bear all costs of legal matters of the Society that might arise during the course of this project.
 - h. 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 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.
2. 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 PMC before commencement of the work.

Removal of the debris after demolition from the site will be done by the Developer at his own cost.

3. 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. and lay down new drainage lines as per the rules of the MCGM at his cost.
4. High speed lifts of either Schindler/Otis /Mitsubishi or any other equivalent make shall be provided by the Developer at his cost and as per NMC rules and regulations including fire proof lifts etc.
5. For all defective works, the Developer shall be liable to demolish and rebuild. Defective material delivered at work site will have 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.
6. Anti-termite treatment for the entire premises shall be carried out before, during & after completion of the foundation, plinth & building. The Developer shall make his own arrangements for obtaining construction water supply and electrical power.
7. The Developer should note that the entire project 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.
8. 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 and right to saleable area, while at the same time indemnifying the Society for any claims / disputes, delays occurring during the execution of the project.
9. The Society has appointed ----- as their PMC for the project. Accordingly, the fees of the PMC shall be paid by the Developer through Society. The entire fees (@ _____ + GST@18%) of the PMC of the Society shall be paid by the Developer in advance (i.e. a part payment at the time of LOI & balance as per agreed upon terms & conditions between Society, Developer & PMC) to the Society.
10. All other professionals required for the successful implementation of the project shall have to be appointed by Developer in consultation with Society & or PMC
11. The Developer shall note that he has indemnified the Society and their office bearers, hence he will not create any third-party interests on the title for the entire redevelopment of the project. The Developer shall not hand over possession of the premises sold to any of the prospective purchasers unless and until the members of the Society who have been allotted the flats in the said new building, have been offered possession of the flats respectively allotted to them at least 07 days before the flats forming part of sale component are offered for possession to the purchasers of their flat.
12. All the necessary stamp duty, registration charges, all taxes, Government charges, levies, premiums and all other payments regarding the proposed redevelopment work & existing Society members' permanent alternative accommodation agreement, Power of Attorney etc. shall be borne and paid by the developer alone.
13. Prospective Purchasers of premises who have got registered agreements from the Developer would be admitted as members of the Society provided the existing members of the Society have been offered possession of their respective flats as also the said Purchasers are acceptable to the Society and the Society has received all the required payment from them and the applicants have complied with necessary statutory requirements prior to admitting them as the members of the Society as per bye-laws of the society.
14. The Developer shall obtain all permissions required to start the redevelopment work within 3 months at the most from the date of Development Agreement. In the event, the Developer may request the Society for the extension of time limit mentioning valid reasons of delay, the Society shall consider the reasons provided and sanction on merit further period within which the Developer should comply with the required formalities to start the construction. If within the extended period also the Developer fails to procure the required permissions (IOD, CC etc.) to start the construction then at the end of the extended period the Society may, by giving notice in writing, terminate the Agreement with the Developer and the Society shall forfeit the SECURITY DEPOSIT. It is clarified that by virtue of this presents, the Developer will have a bare license to enter upon the land to complete the Project as contemplated herein and the said license shall be terminated if the Developer shall commit any willful breach of redevelopment agreement and fail to remedy the same within 15 days or within such time frame as stipulated by the Society.

15. The bidders are requested to go through the requirement of their eligibility for the work. They are also required to furnish necessary documentary evidence in support of their competence under the above schedules. The data/documents furnished should be true, and if the Developer has attempted to conceal any data unfavorable to him, his offer form will be rejected outright.
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 the higher quality than the approved make of materials and meets the PMC's/Society's approval.
17. The Developers should complete the entire project within 24 calendar months from the date of Letter of Entry (LOE). The total time period allowed for the Project for all permissions/approvals, etc .is 06 months from LOI.
18. No assignment of right of redevelopment to third party shall be permitted under any circumstances. In any event the existing share-holding of the partners/directors of the Developer/ Developer's firm under no circumstances shall be reduced to less than 51% by way of transfer till the entire redevelopment work of the Society is over. Any reduction in the existing shareholding of any partner/director beyond 49% shall be treated as breach of terms of agreement.
19. Developer shall create 43 + 1 individual Boxes (Letter Boxes) inside the building compound during the period of construction and up to possession of flats.
20. Any member of the Society shall throughout the subsistence of the Redevelopment Agreement be entitled to sell his flat and the Developer shall have no objection to same. In case of sale, however, new purchaser will abide by all the bye-laws of the Society and terms & conditions of redevelopment as agreed between the Society and Developer.
21. Developer will ensure equal distribution of water to all flats through proper designing of the distribution /loop lines/boring line in kitchen & one in every Toilet/Bathroom.
22. The developer shall handover postdated cheques for the members entitlement including displacement compensation, hardship allowance, shifting charges, brokerage charges etc. to all the existing members at the time of Letter of Entry (LOE). If, for any reason, the completion period is extended, the Developer shall have to pay the displacement compensation, shifting charges, brokerage charges for extended period also at least 60 days before the expiry of 24 months.

23. Liquidated Damages:

- a. 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 and not as penalty Rs. 5,00,000/- (Rupees Five Lakh only) per week.
- b. Penalty will be levied at every stage of failure in obtaining permissions as well as completion of job at phases. Delay in obtaining necessary permissions viz. IOD, CC, FCC, Full OC, BCC etc. from NMC/NIT/concerned authorities within a specific time frame shall lead to imposition of penalty of Rs. 2,00,000/- 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.
- c. 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.

24. Non-Technical Specifications

- a. The Developer shall depute a full time, qualified Engineer, 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.
- b. The Developer will have to carry out all the testing works for the materials from Govt. Approved laboratory 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 the relevant latest I.S. Codes & Standards.
- c. 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.

- d. All the workmen should be insured at the cost of the Developer. All Labor Laws, RPFC Laws, Insurances etc. shall be followed by the Developer.
- e. 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.
- f. The Developer shall be responsible for the conduct of his personnel. He shall be particular & responsible for maintaining order and discipline on site.
- g. The Developer shall ensure compliance with the regulations applicable on site, in particular Site Regulations, Safety and Accident Prevention Regulations etc.
- h. The Developer shall make use of all measures like safety belts, helmets, shoes, net, etc. for safety of his personnel. He shall ensure fulfillment of all contractual obligations by his personnel regarding their services and in exercising skill and care.
- i. 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.
- j. The Developer shall obtain at his own cost all permits required for his services, e.g., shift work, Sunday/holidays and overtime work permits.
- k. 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.
- l. 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.
- m. 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.

25. **Height Of Flats:** All the new flats of the society shall have a clear height of 10 feet after flooring and plaster of the ceiling.

26. Protection Of The Project:

- a. 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.
- b. The Developer shall continuously and adequately protect the project from damage due to inclement 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.
- c. 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 of such insurance.

27. **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.

28. **Increase In Fsi:** The bidders are instructed to give their offer for the consumption of maximum permissible FSI as per Development Control Rule (DCR) In the event of any additional FSI over and above the maximum permissible FSI arising during the course of redevelopment, out of any change

in Government policies or regulations, such additional FSI shall belong to the society alone and it shall be the right of the society alone to utilize such additional FSI over and above the existing maximum permissible FSI/TDR/Fungible FSI under NMA-DCPR.

29. **Assignments:** The Developer shall not create any charge or lien on the property. The Developer shall not assign, transfer, lease, sublease or mortgage the Society land & property or any part thereof to any person, institutions, financial agency etc.
30. **Subletting:** If the Developer sublets the redevelopment work to any third party, the earnest money deposit and the initial security submitted by the developer will be forfeited and the Bank Guarantee will be invoked without prejudice to any other remedial measures available to the Society.
25. **Use Of Specifications I.S.I. :** In case 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.
26. **Inspection & Approval:** All work embracing more than one process shall be subject to 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 and or PMC.
27. **Site Visit:** The Developer is advised to visit and examine the Site of Project 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.
28. **Cost Of Bid:** The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Society will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process. The bid document cost is non-refundable.
29. **Bid Validity:** Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of submission. In exceptional circumstances, prior to expiry of the original Bid validity period, the Society may request the Developers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
30. **Earnest Money Deposit:** The Developer shall furnish, as a part of his Bid, an Earnest Money Deposit of **Rs. 7,50,000/--- (Seven Lakhs and Fifty Thousand only)**. The deposit shall be in the form of a demand draft issued in favor of the Society from any nationalized bank located in the town or city in which the Developer has his registered office. Any Bid not accompanied by Earnest Money Deposit shall be rejected by the Society as non-responsive. The Earnest Money Deposits of unsuccessful Bidders will be returned without interest within 60 days from the award of contract. The Earnest Money Deposit of the Developer whose bid is accepted and LOI issued will be retained by the Society in addition to the Security deposit. The Earnest Money Deposit may be forfeited:
- If the Developer withdraws his Bid within the period of validity;
 - In case a Developer fails within the specified time limit
 - to accept the offers OR
 - to Furnish the required security deposit
33. **Initial Security Deposit:** Initial Security Deposit of Rs. 10,000,000/= (Rupees One crore only) shall be submitted by the Developer to the Society at the time of Letter of Intent (LOI) without interest payable.
34. **Time For Completion And Liquidated Damages For Late Completion:** The Project shall be completed within the period stipulated in the Development Agreement. 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 his own arrangements for obtaining construction water supply and electrical power to meet his requirements. The entire cost for the same shall be borne by him including the charges for monthly consumption.
35. Upon issuance of vacation notice the developer shall provide to the society a Tentative Bar Chart (TBC) 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. If the Developer fails to complete the

Project within the Contract Period, he/they shall be liable to pay liquidated damages to the Society.

36. **Work Schedule and Progress Reports:** The Developer shall prepare a detailed Schedule Bar Chart and PERT (Program Evaluation & Review Technique) Chart for the Project to suit the time for completion and submit the same after receiving LOI. The Schedule bar chart should expressly state the dates of completion of intermediate phases and should be approved by the PMC/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.
37. The Developer shall submit monthly progress reports indicating the progress achieved; anticipated problems and the methods proposed to overcome such problems. However, the time schedule shall be adhered to at any stage of the project.
38. **Withdrawal Of Bids:** The Developer may withdraw his Bid before Bid opening provided that written notice of the withdrawal is received by the Society prior to the deadline for opening of Bids.
39. No Bid may be modified by the Developer after the deadline for submission of Bids. Withdrawal of the bid during the interval between the deadline for submission of bids & expiration of the period of Bid validity will result in the forfeiture of the Earnest Money Deposit.
40. **Society's Right to Accept Any Bid and To Reject Any or All Bids Without Assigning Any Reason Thereof:** The Society reserves the right to accept or reject any or all the Bids at any time prior to award of contract, without assigning reason thereof and without incurring any liability to the affected bidder and the decision of the Society will be final and binding on all the Bidders.
41. **Notification Of Award:** The society during the BID validity period or such mutually agreed extended period shall select and appoint a developer in the presence of authorized officer from the office of the deputy registrar and issue the Letter of Intent (LOI) to the selected developer for Redevelopment of Society buildings, from the shortlisted developers as required under government GR dated 3rd January 2009 and 4th July 2019.
42. **Signing Of Agreement:** A redevelopment agreement shall be duly executed between the society and the selected developer on mutually agreed terms and conditions for the redevelopment of the society buildings.
43. **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, his representatives and the supervisory staff deputed or visiting the site from the date of execution of L o I till the receipt of OC. The developer shall pay the wages, remuneration and salary of such labor, workmen, contractors, professionals & personal and comply with all applicable laws in that behalf including requisite insurance policies, workmen compensation policy, third party insurance, accident policies, insurance against fire, earthquake etc. The Society shall in no way be responsible for any lapse in insurance. The developer shall obtain the policies & 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 & against all CLAIMS in connection with the Redevelopment and all work carried out by the Developer on the said property or falling under the scope of developer's work agreed under the Redeveloper Agreement.
44. **Compliance With Statutes And Regulations:** The Developer shall conform in all respects, such as 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 is 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 Byelaws 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 expenses 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.

45. **Labour Relations:** The Developer shall also keep the Project Management Consultant 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 providing safety helmets, belts, shoes, etc. as required for the Project and to the satisfaction of Project Management Consultant.
46. **Compliance With Labour Laws:** The Developer shall comply with the provisions of law that include Union, State & 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.
47. **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 and/or Society's Project Management Consultant.
48. **Organization To Be Provided By Bidder:** The Developer will provide expert and competent personnel required for satisfactory completion of the project.
49. **Special Requirement:** The layout & 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. It will be 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.
50. **Resolution Of Disputes:** The Courts in Nagpur will alone have exclusive jurisdiction in the matter.
51. **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 24 months from the date of execution of L O E, 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 & cancel the Redevelopment agreement that shall be entered into.

In case the Developer commits any breach of the Terms & Conditions of the Redevelopment Agreement or 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, 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, the Society shall be at liberty to terminate, revoke & cancel the Redevelopment Agreement and enforce Bank Guarantee for the completion of the project without any protest from the Developer, to complete the pending work relating to existing members' new area.

EXIBIT A

1. Commercial Bid Format
2. Deed of Declaration
3. Building Permit and Map sanctioned by NIT

SSCCHS