

V6– REVISED DRAFT FOR DISCUSSION WITHOUT PREJUDICE – PRIVATE AND CONFIDENTIAL – 24/12/2024

REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR

The Everest Apartments CHSL ON
Mount Pleasant Road, Malabar Hill, Mumbai 400 006

Architects / PMC:

Dilip Sanghvi Consultants

101, Sri Saidham, Plot No. 55, 90 Feet Road,
Vikrant Circle, Ghatkopar East, Mumbai 400077
Above Barista

Contact: +91 72084 08100/ +91 91676 49099

Email ID: dilipsanghvi5@gmail.com

Form issued to

RFP NO:	_____/EACHSL/RFP/ 2024
Name of the applicant	
Address	<hr/> <hr/> <hr/> <hr/>
Date of issue	/ / 2024

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A. FORMAT, TIMELINE, AND INSTRUCTIONS FOR SUBMISSION OF RFP

1. RFP is not transferable save and except only by express written permission from the Society.
2. The RFP shall be issued from _____ to _____ on all working days (Monday to Saturday) between 11:00 AM to 5:00 PM from Society Office
3. Offers to be submitted in following format:
 - a. The complete RFP should be submitted in two parts marked "Envelope No. 1", and "Envelope No. 2 – Bid" as follows;
 - b. Envelope No. 1 – Open Envelope marked "Envelope No. 1" containing Pay Order / demand draft for interest free Earnest Money Deposit of value Rs. _____/- (Rupees _____ only). The Pay order to be drawn from any scheduled bank in favour of "Everest Apartments CHSL". The Society shall issue a receipt for the EMD.
 - c. Envelope No. 2 – Sealed Cover marked "Envelope No. 2 – Bid" containing Offer consisting of completely filled RFP, along with details of proposed scheme for redevelopment and all documents as per mentioned in these documents.
4. The RFP Copy shall be filled in the prescribed format and manner, complete in all respects as mentioned hereunder.
 - a. Each page of the RFP, including addenda / corrigenda (if any), are required to be stamped and signed by the authorized director/partner of the Bidders.
 - b. RFP must be filled in English and all requisite entries must be handwritten in blue ink.
 - c. Additions, deletion, modifications, and alterations made, if any, while filling the RFP must be counter signed by authorised director/partner.
 - d. Corrections, if made, shall be made neatly and clearly and duly attested by only one of the authorized director/partner. A power of attorney holder i.e. the constituted attorney of the firm / company signing the RFP documents shall not be permissible and shall be liable to rejection by the Society.
5. The Bidder shall be deemed to have satisfied themselves by visiting the site, and deemed to be fully conversant with the feasibility, site conditions, policies applicable and relevant to the project, local conditions that are likely to be encountered during the period of execution of the project, and they shall be deemed to have taken into account all factors before submitting the bid. No excuse related to property, feasibility, technical data, policies applicable and relevant to the project, area financial and legal matters etc. shall be entertained at any later stage as a ground for modification of the bid.
6. One entity or group of persons, directly or indirectly, can quote only for one RFP. If it is found that two or more persons who are connected to one other, either financially or as principal – agent or master – servant or employee – employer relation or same person has bid in two different names or by a syndicate for the same contract then such RFP will be rejected. Any contract

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entered into under such disguise shall also be liable to be cancelled, at any time during the operating period of the contract. Under the circumstances EMD, Security Deposit, Bank Guarantee, Cash Guarantee, and/or any other money payable or due to the Developer as the case may be, shall stand forfeited.

7. The Sealed RFP shall be submitted at Society office, from _____ to _____ on all working days (Monday to Saturday) between 11:00 AM to 5:00 PM, along with a covering letter for acknowledgment.
8. Bids may not be accepted after the hour and the date fixed for closing of the RFPs. However, hour and the date fixed for closing of the RFPs can be extended by the Society at its sole discretion. Bidder shall take acknowledgment copy with date, time, and name of the person who accepted the Bids.
9. Bids are liable to be rejected outright, at the sole discretion of the Society, without assigning any reasons including but not limited to the following reasons if while submitting:
 - a. The Bidder submits a incomplete bid, partial bid, and/or conditional bid
 - b. The Bidder refuses to submit completely filled proforma with supporting documents, requested documents, litigation lists, technical details, balance sheets, financial details etc.
 - c. The Bidder proposes any alterations in the terms and conditions specified in the RFP
 - d. All pages are not stamped and signed by authorized signatory of the Bidder
 - e. All additions, deletion, corrections, modifications, and alterations are not stamped and signed by authorized director/partner of the Bidder.
 - f. Earnest Money Deposit is not submitted or partial EMD is submitted with the RFP.
 - g. Earnest Money Deposit is submitted in form of cash or cheque.
 - h. The Bidder does not agree to clauses for EMD and/or Security Deposit
 - i. The Bidder does not provide or refuses to provide information / documents, and/or refuses to substantiate such information, which is essential to evaluate the Bidder,
 - j. The Bidder refuses to disclose information regarding the constitution of the company, its promoters, partners, directors, etc. as the case may be.
 - k. The Bidder indicates the validity period to be less than stipulated in the RFP
 - l. Any of the pages of the RFP are obliterated / removed / replaced.
 - m. The Bidder indicates that he does not accept clauses for termination
 - n. The Bidder indicates that he does not accept to clauses for Liquidated Damages
 - o. The Bidder indicates that he does not accept that the right to develop is by means of a mere license to develop the Society's property, and the ownership and judicial possession of the Society's property shall at all times remain with the Society.
 - p. If the Bidder is found to be relative of, or in the case of a corporate entity, the controlling interest therein is held by the relative of Society's Managing Committee / Society's Members / PMC / Legal Advisor or is involved directly or indirectly or in any other mode with the aforesaid entities.

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10. The RFP shall be opened within 15 days of last date of submission (after extensions, if any) at Society Office in the presence Managing Committee Members, interested Members of the Society and Project Management Consultant.
11. RFP will be valid for period of 180 days from the date of opening of RFP. Further, the Society reserves the right to extend the validity of the RFP for 60 days unconditionally
12. Only those bids contained in "Envelope No. 2 – Bid" shall be accepted which are accompanied by EMD in "Envelope No. 1" as per the Society's requirement.
13. If the Bidder finds any omissions or discrepancies in the RFP document or is uncertain about the substance or intention of clauses of the RFP; he shall appraise the Society and the PMC about the omission or discrepancies in writing at least 15 days prior to the last date of submission of the Bid.
14. The Society reserves the right, at its sole discretion, to issue any corrigendum and/or addendum clarifying any clause/s or document/s or terms and conditions, in the RFP. Any such addenda / corrigenda shall become integral part of the original RFP Document.
15. Society and PMC has made all the efforts to avoid any error in the RFP. However, the selected Developer shall take upon itself the risk of any error which may subsequently be discovered and shall not make any subsequent claim on account thereof.
16. The bidder shall also check and verify the title of the Society, and all the documents required for the redevelopment Project in its capacity in order to corroborate the details put forward by the Society at their own costs, charges, expenses, and consequences. The Bidder shall not raise any claims against the Society and/or the PMC for any discrepancy in such matters. The Society shall not entertain any claim from the bidder towards the cost of bidding directly or indirectly. The Society shall not pay or repay or reimburse any costs, charges and expenses incurred by the Bidder in relation to any search made / information gathered over and above those enclosed with the RFP document.
17. The Bidder acknowledges that it is submitting its bid on the basis of its own independent examination, inspection, and verification of all facts relating to the proposed redevelopment project and is satisfied with it and will not be entitled to make any claim against the Society and/or withdraw its bid on the basis of discovery of any error or misstatement in the RFP Document or otherwise.
18. The Bidder may be, at the Society's sole discretion, requested to clarify their bids and/or amend the same. The Bidder shall be bound to submit further information's if and when required by the PMC and/or Society to have a proper evaluation of their bids.
19. The Bidder may be, at the Society's sole discretion, requested to make a presentation of the proposal to the Society for better understanding of the Project. The presentation shall contain the profile of the Bidder including projects executed and under execution, its technical capability, its financial capability, proposed cash flow, its suitability to the Society, proposed conceptual design of the project, layouts, construction specifications, amenities, etc. Such conceptual designs shall include the overall layouts, amenities, parking, members premises, sale premises, etc.

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20. The Bidder may, at the Society's sole discretion, be requested to arrange for the site visit of their completed and ongoing projects.
21. Bidders shall be shortlisted by the Society, at Society's sole discretion, on the basis of their experience, track record, their financial capability, technical capability to execute this project, securities offered to the Society, commercial offer, other terms and condition etc.
22. The total bidding process shall be kept confidential. All information, data and content of RFP documents, and any further correspondences is completely confidential. This information data or content of all such documents shall not be revealed by the Bidder to any person not officially connected with the Bidding process. The Society however reserves its rights to disclose the same in case of need as the Society may in its discretion decide.
23. The bidder, its employees, consultants shall not influence any member of the Society, managing committee member, Society's consultants and their personnel, and/or have any direct unauthorized discussion with members on matters related to the complete tendering process including scrutiny, evaluations, clarifications, comparisons of Tenders or during the decision process of selection the Developer, failing which the Society at its sole discretion may disqualify the bids.
24. The Society reserves the right to negotiate, and renegotiate with any one or more of shortlisted bidders, post opening of the RFP.
25. The Society reserves the right to jointly and/or individually invite, without assigning any reasons whatsoever, additional Bids for joint and/or standalone redevelopment at any point in future till final Developer is selected, and without any liability to the Society, its members, its Managing Committee, its PMC, and its consultants.
26. The Society reserves the right to rebid, or temporarily stop proceeding with the proposed redevelopment before Developer is finalized without assigning any reasons whatsoever, and without any liability to the Society, its members, its Managing Committee, its PMC, and its consultants
27. Refund of EMD of rejected bids shall be made within 30 days from completion of bidding process
28. Submission of bids or even issuance of Letter of Intimation to any Bidder does not create a binding contract between the Society and the Bidder. Such a binding contract shall stand created only upon due execution of a formal Development Agreement between the Society, and the selected Developer.
29. The Society reserves the exclusive and unconditional right to accept or reject any or all bids highest or lowest at any stage without assigning any reason whatsoever without any liability to the Society, its members, its Managing Committee, its PMC, and its consultants. It is expressly understood that the Society is not bound to accept highest bidder.
30. The decision of the Society in all matters pertaining to bidding process, shall be final and binding, and the Bidder shall not be entitled to dispute the Society's decision.
31. Disclosure of any information contained in the RFP document during and/or after the opening

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of bids by the Society shall be solely at the discretion of the Society.

32. In case the selected Developer is unable to fulfil his obligations within the timeline agreed upon after the issue of Letter of Intimation, then the Society reserves its right to extend such timelines and/or cease all negotiations, and discussions with the Developer as per provisions of RFP and forfeit the EMD and engage with or appoint an alternative Developer.
33. Details given of the plot and building in the RFP are indicative in nature and given in good faith and meant only as guidance without any commitment on the part of the Society. The interested Developers are expected to make their own enquiries on all matters and check and verify all the documents that are related to and will/may affect the project, at its own costs charges, expenses and consequences, including but without limitation to Plot area that could be utilized to calculate development potential, reservations, road setback, restrictions on height/ height permissions available via NOC issued by aviation authorities, total FSI already consumed, FSI that can be made available for the re-development project (whether by way of Primary FSI, Government Premium FSI, TDR, incentive FSI under any regulation of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (the DCPR 2034) and Fungible Compensatory FSI that can be loaded on the plot). The Bidder shall not be permitted to change its bid stating the reason that the information provided under this RFP document is inaccurate or insufficient. The Society reserves the right to reject any or all offers without assigning any reason whatsoever. The bidder shall not raise any claims against Society and/or the PMC and/or any other consultants appointed by the Society for any discrepancy in such matters.
34. The Bidder shall check the BID documents and if any page/pages is/are missing or duplicate or indistinct, the same shall be brought to the notice of Society and rectified before submission of the BID. The Bidder should not take advantage of any misinterpretation of the conditions due to typing or any other error/omission. Should the Bidder find any discrepancies in, or omission from the BID documents or should be in doubt as to their meaning, he should at once notify the Society who may send a written instruction to all Bidder It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the BID and successful Bidder.

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B. ABBREVIATIONS

1.	AAC	Autoclaved Aerated Concrete Blocks
2.	AAI	Airport Authority Of India
3.	AC	Air Conditioner
4.	AH	Affordable Housing
5.	AOS	Amenity Open Space
6.	AR	Accommodation Reservation
7.	ASR	Annual Schedule of Rates for FSI 1 (Stamp Duty Ready Reckoner Rate) as applicable from time to time
8.	BCC	Building Completion Certificate
9.	BG	Bank Guarantee
10.	BMC	Brihanmumbai Municipal Corporation
11.	BUA	Built Up Area
12.	CA	Carpet Area
13.	CC	Commencement Certificate
14.	CCTV	Closed Circuit Television Camera / Surveillance Camera
15.	CCZM	Colour Coding Zoning Map released by Airport authority of India
16.	CD	Cluster Development
17.	CDP	Cluster Development Plan
18.	CDS	Cluster Redevelopment Scheme
19.	CEO	Chief Executive Officer
20.	CFO	Chief Fire Officer of MCGM
21.	CFO	Chief Fire Officer of BMC
22.	CHSL	Co-operative Housing Society Limited
23.	COC	Cost Of Construction
24.	CRS	Cluster Renewal scheme
25.	CRZ	Coastal Regulation Zone
26.	CS	Cadastral Survey Number
27.	CSL	Co-operative Society Limited
28.	CTS No	Cadastral Traverse Survey Number
29.	CTSO	City Survey Officer
30.	DA	Development Agreement
31.	DCPR 2034	Development Control And Promotion Regulation, 2034 as amended from time to time
32.	DCR	Development Control Regulation for time being in force
33.	DCR 1991	Development Control Regulation, 1991 as amended from time to

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		time
34.	DILR	District Inspector of Land Records
35.	DM	Development Manager
36.	DP	Development Plan
37.	DP 2034	Development Plan 2034 as amended from time to time
38.	DTH	Direct To Home
39.	EC	Empowered Committee
40.	EETC	Executive Engineer Traffic & Coordination
41.	EIA	Environment Impact Assessment
42.	ELCB	Earth leakage Circuit Breaker
43.	EWS	Economically Weaker section
44.	FCA	Fungible Compensatory Area
45.	FP No	Final Plot No.
46.	FSI	Floor Space Index
47.	GOI	Government of India
48.	GOM	Government of Maharashtra
49.	Govt	Government
50.	GST	Goods And Services Act, 2017 as amended from time to time
51.	GZ	Green Zone
52.	HIG	Higher Income Group
53.	Hon. MC	Hon. Municipal Commissioner
54.	HPC	High Power Committee
55.	IA	Individual Agreement
56.	IH	Inclusive Housing / Affordable Housing
57.	IOA	Intimation of Approval
58.	IOD	Intimation of Disapproval
59.	IRR	Internal Rate of Return
60.	KJP	Kami Jasti Patrak
61.	LD	Liquidated Damages
62.	LIG	Lower Income Group
63.	LOI	Letter of Intent
64.	LOIT	Letter of Intimation
65.	LOS	Layout Recreational Ground / Open Space
66.	LS	Licensed Surveyor
67.	MAHARERA	Maharashtra Real Estate Regulatory Authority
68.	MBRRB	Mumbai Building Repair & Reconstruction Board

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69.	MC	Managing Committee
70.	MCB	Miniature Circuit Breaker
71.	MCGM / BMC	Municipal Corporation Of Greater Mumbai / Brihanmumbai Municipal Corporation
72.	MCRC	Managing Committee and Redevelopment Committee
73.	MCZMA	Maharashtra Coastal Zone Management Authority
74.	MGL	Mahanagar Gas Limited
75.	MHADA	Maharashtra Housing & Area Development Authority
76.	MHCC	Maharashtra Heritage Conservation Committee
77.	MHRDA	Maharashtra Housing (Regulation & Development) Act, 2012 as amended from time to time
78.	MIG	Middle Income Group
79.	MMC Act 1888	Mumbai Municipal Corporation Act, 1888 as amended from time to time
80.	MMRDA	Mumbai Metropolitan Regional Development Authority
81.	MoEF	Ministry of Environment and Forest
82.	MOFA	Maharashtra Ownership Of Flats Act (MOFA) Act
83.	MOU	Memorandum of Understanding
84.	MPCB	Maharashtra Pollution Control Board
85.	MRTA Act	Maharashtra Regional and Town Planning Act, 1966 as amended from time to time
86.	MTNL	Mahanagar Telephone Nigam Limited
87.	MUIP	Mumbai Urban Infrastructure Project
88.	MUTP	Mumbai Urban Transportation Project
89.	NA	Not Applicable
90.	NBC	National Building Code as applicable from time to time
91.	NGO	Non Governmental Organization
92.	NOC	No Objection Certificate
93.	NOCAS	No Objection Certificate Application System
94.	NPV	Net Present Value
95.	OC	Occupation Certificate
96.	PAA	Permanent Alternate Accommodation
97.	PAAA	Permanent Alternate Accommodation Agreement
98.	PAP	Project Affected Person
99.	PMC	Project Management Consultant
100.	POA	Power of Attorney

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101.	POS	Public Open Space
102.	PPL	Public Parking Lot
103.	PRC	Property Registration Card
104.	PTC	Permanent Transit Camp
105.	RDC	Redevelopment Committee,
106.	RDDCPR 2034	Revised Draft Development Control And Promotion Regulation 2034 – July 2017
107.	RDDCR 2034	Revised Draft Development Control Regulation 2034 – May 2016
108.	RDDP 2034	Revised Draft Development Plan 2034 – Sep 2017
109.	RERA	The Real Estate (Regulation And Development) Act, 2016 as amended from time to time
110.	RG	Recreational Ground
111.	RL	Regular Road Line
112.	ROS	Recreational Open Space
113.	SDRR	Stamp Duty Ready Reckoner Rate as applicable from time to time
114.	SDZ	Special Development Zone
115.	SFT	Square Feet
116.	SIEAA	State Environment Impact Assessment Authority
117.	SLR	Superintendent of Land Record
118.	Slum Act	Maharashtra Slum Areas (Improvement Clearance and Redevelopment) Act, 1971 as amended from time to time
119.	SPA	Special Planning Authority
120.	SQM	Square Metres
121.	SRA	Slum Rehabilitation Authority
122.	SRD	Slum Redevelopment
123.	SRDP 1991	Sanctioned Revised Development Plan 1991 as amended from time to time
124.	SRS	Slum Rehabilitation Scheme
125.	STP	Sewerage Treatment Plant
126.	SWD	Storm Water Drain
127.	TDR	Transferable Development Rights
128.	TPS	Town Planning Scheme
129.	TV	Television
130.	ULC	Urban Land (Ceiling & Regulation) Act, 1976 as amended from time to time

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131.	UPVC	Unplasticized Polyvinyl Chloride
132.	URC	Urban Renewal Cluster
133.	URP	Urban Renewal Plan
134.	URS	Urban Renewal Scheme
135.	WC	Water closet

DRAFT

C. DEFINITIONS & INTERPRETATIONS

1. **"AH/RR Tenements"** shall mean and be defined as Affordable Housing tenements under regulation 33 (20) (B) of DCPR 2034;
2. **"Development Agreement/ Redevelopment Agreement"** shall mean the formal agreement accepted and executed between the Developer, the Members of the Society, and the Society together with the documents, designs, drawings, appendices, schedules etc. and duly stamped and registered;
3. **"Applicable Laws / Regulations"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, guidelines, policies, notices, directions, conditions of any regulatory approval or license issued by a government authority and judgments and any other requirements of any statutory and relevant authority, and in full conformity with the prevalent Development Control & Promotion Regulations (DCPR), rules and regulations of concerned approval authority, Coastal Regulatory authority, Civil Aviation authorities and other authorities as maybe applicable including the modifications / clarifications / amendments etc. thereto which have been issued by the Concerned Authorities;
4. **"Approvals"** shall means all approvals, permissions, authorizations, consents, licenses, exemptions, letters of intent (LOIs), annexures, intimation of approval/ intimation of disapproval, commencement certificates, occupation certificates, building completion certificate, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), as may be applicable and/or required for the development of the Property or part thereof as may be required under the Applicable Laws;
5. **"Concerned Authority"** shall mean the BrihanMumbai Municipal Corporation ("BMC"), Maharashtra Area Housing and Area Development Authority ("MHADA"), the Maharashtra Regional and Town Planning ("MRTP"), Urban Development Ministry and/or any other competent authority, which has the power to approve the Project or issue any Approvals, licenses and no objection certificate for any matter concerning the Project;
6. **"CC"** shall mean Commencement Certificate means official permission granted by the Concerned Authority to start the construction of the Redevelopment in accordance with the plans sanctioned by the Concerned Authority;
7. **"Common Amenities and Facilities"** shall mean the amenities and facilities to be given in the New Buildings and/or Land for common use of the occupants of the New Buildings;
8. **"DC Regulations / DCPR"** shall mean the Development Control Regulations, 2034, as applicable to city of Mumbai and any statutory amendment or modification or re-enactment thereof;

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9. **"Defect Liability Period"** shall mean the period as stipulated in the RFP Documents, starting from the date of full Occupation Certificate for which, the Developer shall guarantee the satisfactory performance of work executed by him, in respect of materials, workmanship and water proofing;
10. **"Developer"** shall mean the successful Bidder whose RFP is accepted by the Society and who has undertaken to carry out the work of Redevelopment as per the terms and conditions mutually agreed and accepted through a Redevelopment Agreement.
11. **"Engineer"** shall mean the Project Officer/Project Engineer/supervisor or any authorized representative who is appointed/nominated by the Society/Project Management Consultant (PMC) to supervise and be in charge of the work at Site from Society's side;
12. **"Final Completion Date"** shall mean 30 (thirty) days hence from the work being completed in all respects as per the duly approved plans, specifications, drawings, directions including obtaining the final full Occupation Certificate with Water Connection and Electrical Connections and the Site being cleared of debris and scaffolding, , the removal of labour with men, machines and equipment, and all other facilities put up by the Developer for the Project from the Site and rectifying all the defects and/or deficiencies in all the New Buildings as may be pointed by the Society/ members in consultation with PMC, post which the final certificate will be issued jointly by the Project Management Consultant (PMC) and Society;
13. **"Floor Space Index" or "FSI"** shall mean the ratio of a building's total floor area (gross floor area) to the size of the piece of land upon which it is built:

The FSI is defined in the DCPR 2034 as "the quotient of the ratio of the combined gross floor area of all floors, excepting certain areas specifically exempted under the DCPR 2034, to the total area of the plot, viz.

$FSI = \text{Total covered area on all floors} / \text{Plot area}$
14. **"Fungible Compensatory Area" or "FCA"** shall mean the fungible compensatory area as permitted by the BMC as per the DCPR 2034;
15. **"Handover Date"** shall mean the date on which, the last member of the Society vacates their existing premises in the existing buildings and hands over the vacant possession of their premises to the Society and the Society in turn hands over the physical possession of the Property to the Developer for the purpose of Redevelopment;
16. **"IOD" or "Intimation of Disapproval"** shall mean the first permission given by the Building Proposal Department of BMC/Concerned Authority to develop the Property;
17. **"IOA" or "Intimation of Approval"** shall mean the first permission given by the Building Proposal Department of MHADA/SRA/Concerned Authority to develop a Property;
18. **"MAHARERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 ruled framed thereunder with all of any statutory modification or amendment of re-enactment thereto and to the extent notified applicable to the state of Maharashtra;

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19. **"MCGM" or "BMC"** shall mean The Brihanmumbai Municipal Corporation (BMC) also known as. Municipal Corporation of Greater Mumbai (MCGM), being the civic body that governs the capital city of Mumbai in Maharashtra;
20. **"MHADA"** shall mean Maharashtra Housing and Area Development Authority, a statutory housing authority, a nodal agency of Maharashtra state, is a pioneer organization providing affordable housing in the state;
21. **"MOFA Carpet Area"** shall mean the total area covered inside the residential units, finished wall to finished wall of all rooms, balconies, passages, toilets, baths, WC, door sills etc. The area under the columns, skirting, wall cladding shall not be deducted in the calculation of carpet areas. This carpet area excludes area under common areas, common lobbies, chajjas, elevation areas, flower beds, niches, toilet ducts, service slabs or any other area available free of FSI.
22. **"Month"** shall mean English calendar month;
23. **"New Building(s)"** shall mean the new residential building(s) (inclusive of the members new flats along with the car parking spaces and the Developer's saleable area) to be constructed by the Developer on the land of the Society and as may be permissible under the DCPR 2034 by demolishing the buildings standing on the Property of the Society;
24. **"Notice in Writing" or "Written Notice" or "Notice"** shall mean a notice in writing sent (unless hand delivered under acknowledgment or otherwise proved to have been received) by registered post/speed post to the last known private or business address of the addressee and shall be deemed to have been received as per the provisions of the General Clauses Act, 1897;
25. **"OC"** shall mean Occupation Certificate issued by the Concerned Authority for occupying / staying in the premises after the completion of the New Buildings;
26. **"PAP Tenements"** shall mean and defined as Project Affected People Tenements;
27. **"Premium FSI"** shall mean the FSI granted by the BMC upon payment of premium as prescribed by BMC;
28. **"Project"** shall mean carrying of the redevelopment of the Society's Property by demolishing its existing buildings and constructing thereon New Buildings with all the agreed Amenities and common areas and facilities and procuring OC as per Applicable Laws;
29. **"Project Management Consultant (PMC)"** shall mean M/s Dilip Sanghvi Consultants, having their office at 101, Sri Saidham, 90 Feet Road, Vikrant Circle, Ghatkopar East, Mumbai – 400077, and their duly authorized representatives appointed by the Society.
30. **"Property"** shall mean the plots of the Society along with its buildings standing thereon.
31. **"Purchaser(s)"** shall mean and include an individual, a partnership firm, a limited company, body corporate, a private and/or public trust and/or any other person with whom the Developer will enter and execute agreements for sale for the Developer's saleable area or any part thereof;
32. **"PTC"** shall mean and defined as Permanent Transit Camp as per regulation 33 (11) of DCPR 2034;

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33. **"Purchasable FSI"** shall mean and includes Premium FSI, TDR, Road Width TDR either slum or reservation, Fungible compensatory area granted on payment of premium and any other FSI, which is acquirable/purchasable on payment of consideration/premium/compensation, of whatsoever nature, either to the statutory authority or private party;
34. **"Redevelopment"** shall mean and include the redevelopment of the Society Property by demolition of the existing Buildings by constructing the New Buildings in terms of the Development Agreement;
35. **"Re-possession date"** shall mean the date on which the Developer shall issue Notice for possession of members new premises in the new building;
36. **"RERA Carpet Area"** shall mean is the finished internal "usable" area of the flat including internal walls. It is the entire floor area of flat, excluding the area covered by the external walls, terrace, verandah, deck, balcony or any other space which lies outside the walls enclosing the usable area of the flat. The area under the columns, skirting, wall cladding shall not be deducted in the calculation of carpet areas. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the member; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Member;
37. **"Road Width TDR"** shall mean the additional TDR granted by BMC, on payment of premium, depending upon the width of the access road to the Land as per BMC's policy, from time to time;
38. **"Society"** shall mean The Everest Apartments CHSL located at Mount Pleasant Road, Malabar Hill, Mumbai 400 006
39. **"SRA"** shall mean Slum Rehabilitation Authority (SRA), Mumbai which serves as Planning Authority for all Slum areas in the jurisdiction of BMC and to function as a local authority for the area under its jurisdiction;
40. **"TDR"** shall mean Transfer of Redevelopment Rights (TDR) means making available certain amount of additional built up area in lieu of the area relinquished or surrendered by the owner of the land, so that he can use extra built up area either himself or transfer it to another in need of the extra built up area for an agreed sum of money;
41. **"Tenderer" or "Bidder"** shall mean the firm/party/company who submits duly completed RFP Document;
42. **"RFP Document/s"** shall mean the Technical Bid, Commercial Bid, their annexures or appendices and also any written clarifications, addendum or corrigendum issued by the Society before the bids are accepted;
43. **"Site"** shall mean the actual place of the proposed project as detailed in the specification or any other place where work is to be executed;

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44. **"Usable RERA Carpet Area"** shall mean the RERA carpet area as defined hereinabove plus any exclusive balcony, decks, dry balconies, as a part of their new premises which are counted in FSI.
45. **"Vacation Approvals"** shall mean and include obtaining full IOD / IOA, as the case maybe, and approved plans (with all concerned and connected Approvals) from Concerned Authority/planning authority and loading of full permissible FSI and making payment of full premium towards obtaining full permissible FSI, including Fungible FSI with respect to the New Buildings;

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D. INFORMATION ABOUT SOCIETY

SN	Description of items	Information
1.	Disclaimer	Neither Society, its Members, Managing Committee Members, nor its employees or its PMC / Architect / Associated Consultants or any other persons / entity directly or indirectly connected to the Society during full tenure of the Project will have any liability to any prospective Bidder or any other person under law, equity or contract or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the bid document, any matter deemed to form part of the bid document, the award of the Project, the project information and any other information supplied by or on behalf of Society or its PMC, or otherwise arising in any way from the selection process for the Project.
2.	Name of the Society	The Everest Apartments CHSL
3.	Introduction and redevelopment proposal	<p>(1) The Everest Apartments CHSL proposes to re-develop its old existing residential buildings by utilizing the Permissible FSI as per DCPR 2034.</p> <p>(2) The Society owns a property having net plot area is about 3,093.64 SQM or thereabouts.</p> <p>(3) Entire Project is to be carried out by the Bidder as per conditions described in this RFP Document. Bidders have to carry out the construction of the new building(s) by demolishing the existing structure and have to provide the flats to all the existing members in the new reconstructed building. Once flats are allotted to all the existing members as per the terms and conditions stated in this RFP, the surplus flats in the reconstructed building(s), will be available for the Bidder for sale in the open market as per terms to be recorded in the Development Agreement.</p>
4.	Location	The property is located at Mount Pleasant Road, Malabar Hill, Mumbai 400 006
5.	CS no.	332 (part) of Malabar and Cumbala Hills
6.	Ward	D Ward

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7.	Gross plot area as per PRC	7,828.39 SQM including Everest Chambers CHSL, and Sundatta CHSL
8.	Gross plot area as per Conveyance	3,093.64 SQM
9.	Gross plot area as per Survey dated _____	3,099.74 SQM
10.	Original road setback	Not known
11.	Proposed road set back	Nil
12.	Zoning and reservation as per DP 2034	As per DP remarks 08/04/2022, and Sheet No. IC-12 of DP 2034, (1) The plot is coming under Residential Zone (2) The plot is under reservation of EOS 2.7 (Green Belt) (3) The plot is affected by CRZ II buffer
13.	Survey of land	(1) The Bidder is requested to carry out his own survey of the property, with prior written permission of the Society, to ascertain the physical area of the land before he quotes for this RFP. In case the bidder conducts a physical survey, then the bidder shall share the survey drawing in AutoCAD format, free of cost to the Society within 7 days of conducting such survey. (2) The bid from the Developer shall be firm based on the area as permitted by the BMC for proposed development. (3) If any variation in physical possession of the land is found by the Bidder, then he has to state the variation in this offer / bid. (4) The Society shall be entitled to reject any claim/s for variation in the offer at a later date on the ground of any discrepancy in this behalf.
14.	Details of existing building	The Everest Apartments CHSL - There is 1 building consisting of 48 residential units. There is one Society office.
15.	Existing Basement Car Parking Spaces	There are 48 basement car parking spaces.
16.	Existing Open Car Parkings Spaces	There are 53 open car parking spaces

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17.	Member's Existing Carpet Area" or "Existing Carpet Area"	"Member's Existing Carpet Area" or "Existing Carpet Area" shall mean the carpet area of existing premises including enclosed balconies as stated herein in Annexure																		
18.	Offer	The offer for new carpet area shall be as per Usable RERA Carpet Area and shall not be as per MOFA Carpet Area. It shall be based on existing carpet area (61,275 SFT) as mentioned in these documents																		
19.	Summary of existing carpet area statement of members	<table><tr><th>Building</th><th>User</th><th>Nos of Units</th><th colspan="2">Total Carpet Area in SFT</th></tr><tr><td>The Everest Apartments CHSL</td><td>Residential</td><td>48 Nos</td><td colspan="2">61,275</td></tr><tr><td colspan="2">Total</td><td>48 Nos</td><td colspan="2">61,275</td></tr></table>				Building	User	Nos of Units	Total Carpet Area in SFT		The Everest Apartments CHSL	Residential	48 Nos	61,275		Total		48 Nos	61,275	
Building	User	Nos of Units	Total Carpet Area in SFT																	
The Everest Apartments CHSL	Residential	48 Nos	61,275																	
Total		48 Nos	61,275																	
20.	Contact Details of the Society																			
21.	Contact Details of the PMC	Shri Sagar Dilip Sanghvi - +91 91676 49099 dilipsanghvi5@gmail.com																		
22.	Documents provided	The following documents are available: (1) Property Registration Card (2) DP 2034 Remarks (3) Plot Survey (4) Conveyance Deed (5) CS plan (6) IOD for Parking (7) CC for Parking Extension (8) Parking plan The documents are available on following link https://drive.google.com/drive/folders/1ILVfd5Z8oVOs1bGqvhoMNI99nrs16-Vi?usp=drive_link																		

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E. FORM FOR DESIRED PROFILE OF DEVELOPER

(To be filled separately with stamp and sign)

SN	Particulars	Reply
1.	Office Address – Company should be Mumbai Based or should have an office in limits of Mumbai Municipal Corporation	_____ _____ _____
2.	The Bidding company shall be the parent entity. No SPV, subsidiary company, and/or joint venture shall be allowed	Yes / No
3.	Completed at least two residential or residential cum commercial society redevelopment project with full OC (excluding SRA projects) in a single location within Mumbai City / Mumbai Suburbs in the last 5 years ending 31/12/2024, with FSI built up area of not less than 10,000 SQM, and with at least 75 existing members. It is clarified that the full OC should have been obtained in the last 5 years ending 31/12/2024. (Mention name of such projects. Submit architect / LS certificate for each projects with supporting documents)	____ Nos 1. _____ 2. _____ 3. _____ 4. _____
4.	At least two ongoing residential or residential cum commercial society redevelopment project (excluding SRA projects) in a single location within Mumbai City / Mumbai Suburbs in the last 5 years ending 31/12/2024 with FSI built up area of not less than 10,000 SQM and with at least 75 existing members. It is clarified that the 1st CC should have been obtained in the last 5 years ending 31/12/2024. (Mention name of such projects. Submit architect / LS certificate for each project with supporting documents)	____ Nos 1. _____ 2. _____ 3. _____ 4. _____
5.	At least two completed or ongoing or upcoming projects in Mumbai City / Mumbai Suburbs in the last 5 years ending 30/06/2024 (Mention name of such projects. Submit architect / LS certificate for each project with supporting documents)	____ Nos 1. _____ 2. _____ 3. _____ 4. _____

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6.	The bidding company's a. Aggregate FSI BUA of completed residential or residential cum commercial projects with OC within Mumbai suburbs and Mumbai City b. Aggregate FSI BUA of under construction residential or residential cum commercial project in Mumbai suburbs and Mumbai City	a. _____ Lakh SFT b. _____ Lakh SFT
7.	The complete group including bidding company's a. Aggregate FSI BUA of completed residential or residential cum commercial projects with OC within Mumbai suburbs and Mumbai City (Expected 10,000 SQM) b. Aggregate FSI BUA of under construction residential or residential cum commercial project in Mumbai suburbs and Mumbai City (Expected 10,000 SQM)	
8.	Consolidated average annual sales turnover (booked) from real estate projects during the last 5 years ending 31/03/2024 (Expected Rs. 2,000 Cr.) (Submit certificate from practicing CA)	Rs. _____ Cr.
9.	Consolidated Net Worth as on 31/03/2024 or later (Expected Rs. 2,000 Cr.) (Submit latest certificate from practicing CA issued in last 6 months)	Rs. _____ Cr.
10.	Solvency from any scheduled commercial bank – public sector banks or private sector Indian banks except cooperative banks. (Expected Rs. 200 Cr.) (Submit latest solvency certificate issued in last 6 months)	Rs. _____ Cr.
11.	Debt to equity ratio of the bidding company	
12.	Debt to equity ratio of the parent / flagship company	
13.	CIBIL rating of the bidding company (Submit CIBIL certificate)	
14.	CIBIL rating of the parent / flagship company (Submit CIBIL certificate)	
15.	Has the Bidding Company, and/or its Partners and/or its Directors and/or any Company / HUF / AOP associated with the Bidding Company delayed and/or are in default of paying rent / hardship compensation to any tenant / member in any of their ongoing or completed redevelopment projects in the	Yes / No If Yes, kindly provide details

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	last 10 years ending 31/03/2024 (Submit a declaration on company letterhead as per Proforma D).	
16.	Does the bidding company, and/or its partners, and/or its directors, and/or any company associated with the bidding company have any pending cases in the NCLT or in any court / tribunal, filed by financial creditors. (Submit an declaration on company letterhead as per Proforma D).	Yes / No If Yes, kindly provide details
17.	Has the Bidding Company, and/or its Partners, and/or its Directors, and/or any Company associated with the Bidding Company have any pending criminal cases (Submit an declaration on company letterhead as per Proforma D)	Yes / No If Yes, kindly provide details
18.	To make a true and full disclosure about their dispute going on regarding the redevelopment projects also the projects wherein they have been terminated and whether in such project's termination is in dispute or otherwise.	Yes / No If Yes, kindly provide details
19.	Are the partners, directors, and/or promoters of the Bidder or its Group, directly or indirectly, a relative of Society's Managing Committee / Society's Members / PMC / Legal Advisor (Submit an declaration on company letterhead as per Proforma D)	Yes / No If Yes, kindly provide details

Seal and signature of Bidder

Name and Designation of Signatory : _____

Mobile No : _____

Date : _____ Place: _____

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F. DOCUMENTS TO BE SUBMITTED BY THE DEVELOPER

(To be filled in this RFP document with all requisite entries must be hand written in blue ink)

1.	The details of Bidder as per prescribed format in proforma A.	<u>YES / NO</u>
2.	Details of all completed / ongoing / upcoming projects by the bidding company and group as per prescribed format in proforma B.	<u>YES / NO</u>
3.	Financial details of the bidding company and the group as per prescribed format in proforma C.	<u>YES / NO</u>
4.	Declaration cum indemnity as per prescribed format in proforma D.	<u>YES / NO</u>
5.	Complete details of all RERA complaints, pending litigation, and all completed litigation / arbitration resulting from contracts executed in last 5 years or otherwise related to the Bidder [including its shareholders or partners, as applicable], its associate company, group companies, proprietors, directors etc.	<u>YES / NO</u>
6.	Profile of the company, and short bio data, and previous experiences of the partners, shareholders, directors, and other key personnel as applicable	<u>YES / NO</u>
7.	Declaration stating shareholding pattern of the bidding company, and parent / flagship company OR the partnership details.	<u>YES / NO</u>
8.	Latest Solvency Certificate from any scheduled commercial bank – public sector banks or private sector Indian banks except co-operative bank.	<u>YES / NO</u>
9.	Certificate from practising Chartered Accountant certifying the net worth of the bidding company / group companies/ partners as on 31/12/2024 along with basis and manner of calculations	<u>YES / NO</u>
10.	Copies of income tax returns, audited balance sheet, profit and loss account for the bidding company and group companies OR the partnership / LLP and its partners, for the last 5 years ending 31/03/2024 duly certified by the practising Chartered Accountant.	<u>YES / NO</u>

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11.	Latest Form 3 of all ongoing Projects submitted to RERA	<u>YES / NO</u>
12.	IOD, CC, OC along with plans for all the projects mentioned in Proforma B in a soft copy format	<u>YES / NO</u>
13.	I/we have also submitted the above documents in soft copy duly saved in pen drive (scanned PDF for documents, and Proformas in MS Excel / Word format) in addition to signed hard copies.	<u>YES / NO</u>

Seal and signature of Bidder

Name and Designation of Signatory : _____

Mobile No : _____

Date : _____ Place: _____

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G. A FORMAL PROPOSAL

(To be filled in this RFP document with all requisite entries must be hand written in blue ink)

To,

The Everest Apartments CHSL,
Mount Pleasant Road, Malabar Hill,
Mumbai 400 006

Respected Sir / Madam,

I/we, Shri _____, / Partner / Director of M/S _____

have perused and read the Request for Proposal (RFP) issued by your Society.

We have physically visited your Society premises and have fully satisfied ourselves with the details / information as provided here along with the RFP Document as regards the title of the property, feasibility, plot layout, the ownership status, present occupation, the existing layout of the building, the conditions of the building, the ground realities as regards the various structures and we have also ascertained these details from the concerned Government / BMC / BMC departments. We further confirm that we have verified ourselves and are conversant with the current Development Control And Promotion Regulations (DCPR) 2034, BMC procedures, and formalities including requirements from other statutory authorities. We have made our own evaluations and assessment of the project and are satisfied by the same. We also assure the Society that we will work in close liaison with Society Managing Committee members, PMC, Architect, Legal consultants or any other consultants appointed by the Society. We further undertake that the time for completion of work and achieving the milestones shall be essence of the proposal and failure to do so, shall invite consequences as may be decided by the Society.

I/we understand and accept that, the information given in this RFP document is given in good faith and meant only as guidance. However, it is our responsibility to check and verify the same prior to submission of bid offer.

I/we have made my/our own evaluations and assessment of the project and are satisfied by the same. I/we shall stand by our offer irrespective of any additions/alterations in the various Govt./MCGM amendments. I/we have visited the site and are fully aware of the site conditions.

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I/we have paid a sum of Rs _____/- (Rupees _____ only) towards the Bid Cost and am/are fully aware of the non-refundability of the same. As also I/we understand the right and the requirement of the Society to reject my/our offer without assigning any reasons whatsoever.

Notwithstanding anything contained herein, in the event of the Society short-listing us as appropriate for taking up the proposed re-development project, any such short-listing or subsequent selection shall only be during negotiations, and the final terms of development acceptable to the Society will be covered in a detailed Development Agreement that will be drawn up by the Society. Only on execution and registration of a Development Agreement by the Society and of the form and content acceptable and agreed to by the Society will development rights be granted, such Development Agreement will be the sole repository of the agreed terms and conditions. Until the execution and registration of such Development Agreement, any exchange of documents/ correspondence, or any expenses that may be incurred or generally any acts done by me shall not be construed as the Society having granted any rights to any developer, and shall be treated in the course of negotiations.

We have submitted this offer to you of our own free will. We understand that you are not bound to accept the highest bid or lowest bid or any bid received by you and you may reject all or any bid. We also accept your right and your sole discretion to accept or reject our offer / proposal without giving any reasons to us whatsoever and without creating any liability to Society, its Managing committee, or PMC.

Yours faithfully,

Seal and signature of Bidder

Name and Designation of Signatory : _____

Mobile No : _____

Date : _____ Place: _____

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SN	Particulars Required	Statement by the Developer.
1.	Name and Address of the Company	<hr/> <hr/> <hr/> <hr/> Office Nos: <hr/> E-mail add: <hr/>
2.	Details of the Bidder	I/we shall execute the project under the parent entity. I/we agree that no SPV, subsidiary company, and/or joint venture shall be proposed by me/us. I/we agree YES / NO
3.	Details of the key person	(1) Name: <hr/> (2) Designation: <hr/> (3) Mobile Nos: <hr/> (4) E-mail add: <hr/>
4.	Firm offer	<p>I/we agree that our offer is on as is where is basis, and the offer shall remain firm and unchanged irrespective of any increase in cost of the project, changes in market conditions, revenue of the project, any other development and/or changes in the law and/or any provisions under DCPR 2034, rules, regulations, policies, procedures, and/or compliance by various Government Authorities / BMC or any other statutory bodies / authorities / departments that may occur till completion of redevelopment project.</p> <p>I/we agree YES / NO</p> <p>I/we are aware that existing building plans, IOD, CC, OC, BCC etc. of all the building/s may not be available with the Society, and I/we may not get benefit of protected FSI under regulation 30 (C) of DCPR 2034 and/or free FCA under regulation 31 (3) of DCPR 2034 and/or incentive FSI under regulation 33 (7) (B) of DCPR 2034. I/we agree that our offer shall remain firm irrespective of whether these benefits are made available to me/us by BMC.</p> <p>I/we agree YES / NO</p>

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		<p>I/we agree that our offer shall remain firm and unchanged irrespective of actual demarcation of the plot area and/or actual FSI BUA permitted by the approving authority for any reasons whatsoever</p> <p>I/we agree YES / NO</p> <p>I/we agree that our offer shall remain firm and unchanged irrespective of actual consumption of FSI</p> <p>I/we agree YES / NO</p>
5.	Bidder To Quote for two Options	<p>(1) I/we agree that we shall quote for the following options:</p> <p>a. Proposal A – Offer for FSI 5.40 including FCA under regulation 30 and 33 (9) of DCPR 2034 with benefits of regulations as on 20/01/2019 i.e. date of CRZ regulations</p> <p>b. Proposal B – Offer for FSI 5.40 including FCA under regulation 30 and 33 (9) of DCPR 2034 based on assuming that circular 7722 is implemented and benefits of 2021 notification is applicable to our proposed redevelopment</p> <p>I/we agree YES / NO</p> <p>(2) I/we agree that the Society shall have sole discretion to select the option under which the redevelopment of the Society shall be executed, and I/we shall not dispute the same in future.</p> <p>I/we agree YES / NO</p> <p>(3) I/we agree that there shall only be major variation in two variable as follows</p> <p>a. Percentage of additional Usable RERA Carpet Area / New Usable RERA carpet area to existing members</p> <p>b. Hardship compensation offered to existing members</p> <p>I/we agree YES / NO</p>
6.	Withdrawal of Bids	<p>I/we agree to the following</p> <p>(1) I/we shall not withdraw the Bid for any reasons whatsoever after work has been allotted to me/us, Letter of Intimation has been issued by the Society, and accepted by me/us</p>

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		<p>(2) In case, I/we withdraw the Bid for any reasons whatsoever then the Society shall be entitled to forfeit EMD, Security Deposit along with the interest accrued on it, or I/we shall not be reimbursed for any expenses incurred in any manner or form.</p> <p>(3) I/we further agree that in case of withdrawal of Bid, I/we shall be not claiming any costs, charges, or expenses from the Society under any heading whatsoever.</p> <p>(4) I/we agree that in case of withdrawal of Bid, no NOC shall be required from me/us.</p> <p>I/we agree YES / NO</p>
7.	Earnest Money Deposit	<p>When the RFP is accepted and I/we am/are selected as the developer, the interest free EMD. shall be retained as the first tranche of the interest free Security Deposit, for the due and committed performance of the RFP and shall be refunded, interest free as per the terms set out under the Development Agreement.</p> <p>I/we agree YES / NO</p>
8.	Forfeiture of Earnest Money	<p>In addition to any other grounds set out elsewhere in the document, I/we agree that EMD shall be forfeited by the Society on following grounds:</p> <p>(1) After submitting the bid, if I/we withdraw my/our offer after the opening of Bid and during the period of bid validity or before the issue of Letter of Intimation, whichever is earlier, then the Society shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit (EMD) along with the interest accrued on the same, without giving any prior notice.</p> <p>(2) I/we fail to fulfil the terms and conditions of the Letter of Intimation or Development Agreement or fails to furnish the prescribed performance guarantee within the prescribed period or fails to commence the work specified in the RFP document (along with changes in scope, if any) in the prescribed time or abandons the work/supply before its completion.</p> <p>I/we agree YES / NO</p>

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9.	Security deposit	<p>(1) I/we agree to pay total refundable interest free Security Deposit of Rs. 1,00,00,000/- (Rupees One crore only) to be paid by Demand Draft / Bankers Cheque / NEFT on or before issue of Letter Of Intimation including the amount paid as EMD</p> <p>(2) On successful completion of project including successful completion of defect liability period, the interest free Security Deposit shall be refunded to me/us as per the terms set out under the Development Agreement. I/we however confirm that investing the said sum shall entirely be at the discretion of the Society and I/we shall have no say whether to invest the said sum and if so, in which bank/s and/or for what duration.</p> <p>I/we agree YES / NO</p>
10.	Forfeiture of Security Deposit	<p>Security Deposit shall be forfeited by the Society on following grounds:</p> <p>(1) After issue of Letter of Intimation, if I/we withdraw my/our offer and/or fail to fulfil the terms and conditions of the Letter of Intimation, then the Society shall without prejudice to any other right or remedy, be at liberty to forfeit the said Security Deposit including the EMD along with the interest accrued on the same, without giving any prior notice.</p> <p>(2) The Society shall be entitled to terminate the successful bidder and the Security Deposit (inclusive of EMD) shall be forfeited if the Developer fails to fulfil the terms and conditions of the Development Agreement or furnish the prescribed performance guarantee within the prescribed period or fails to commence the work specified in the RFP document (along with changes in scope, if any as set out in the Development Agreement) in the prescribed time or abandons the work/supply before its completion.</p> <p>I/we agree YES / NO</p>
11.	Existing carpet area	<p>I/we agree that the total existing carpet area of the Society as mentioned below, and I/we agree that we shall not dispute the same in future.</p> <p>(1) The Everest Apartments CHSL 61,275 SFT</p> <p>I/we agree YES / NO</p>

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12.	Joint Redevelopment	<p>(1) I/we agree that the joint redevelopment shall be of Everest Chambers CHSL (EC) and Everest Apartments CHSL (EA).</p> <p>(2) I/we agree that Sundatta Apartments CHSL (SA) may be part of the Cluster Redevelopment project together with EC and EA, or may have an independent development under any other provisions of the Development Control Rules if I/we are the common Developer for EA, EC and SA.</p> <p>(3) I/we agree that the existing undivided plot that is occupied by the 3 societies i.e., EA, EC, and SA, shall continue to remain undivided.</p> <p>(4) I/we agree that no amalgamation of any other neighbouring plots shall be carried out without prior permission of all 3 of the Societies, which permission shall be at their respective discretion.</p> <p>(5) I/we agree that the Plot shall be physically separated, with vegetative and/or other similar demarcation, having largely similar current building compound areas (adjusted for any setbacks / handovers required from the Everest Apartments portions of the land, which shall be shared either on a pro-rata basis to existing land areas or as otherwise mutually agreed between the societies), and shape subject to minor variations as required for approvals, and as approved by the Societies</p> <p>(6) I/we agree that any setback affecting plot of Sundatta Apartments CHSL shall not be adjusted from plot area Everest Apartments CHSL.</p> <p>(7) I/we agree that the access of each building compound shall be separate and independent</p> <p>(8) I/we agree that EC, EA, and SA shall each have separate building/s with separate common areas, parkings, services, and amenities for respective plots to be constructed on respective plot/s only. I/we agree that no premises, structure/s, or amenities of any of the 3 Society's plots shall be transferred on the other Societies' plots. I further agree that each Society shall be offered the same quality and nature of Amenities.</p> <p>(9) I/we agree that the Permissible FSI shall be loaded proportionately for all plots, and no FSI of any of the 3 Society's plots shall be transferred on the other Societies' plot/s.</p>
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		<p>(10) I/we agree that essentially, in principle, it shall be 3 independent projects (i.e., 3 independent buildings with their own amenities and compounds) for planning and execution purposes.</p> <p>(11) I/we agree that It shall be a single phase Project, with all members of both (or all 3) Societies vacating simultaneously, and being given repossession simultaneously of new premises on completion of project with full OC cum BCC. No additional time shall be permitted for construction of sale premises. Repossession to sale premises shall only be after issuing re-possession notice for all members premises.</p> <p>(12) I/we agree that It shall be a residential redevelopment only, with no other user approved or constructed</p> <p>(13) I/we agree that all 3 Societies shall continue to exist independently</p> <p>I/we agree YES / NO</p>
13.	<p>For Proposal A - Offer for FSI 5.40 including FCA under regulation 30 and 33 (9) of DCPR 2034 with benefits of regulations as on 20/01/2019 i.e. date of CRZ regulations</p>	<p>(1) I/we agree that our offer is for FSI 5.40 including admissible Fungible Compensatory Area (FCA) under Regulation 30, and 33 (9) of BMC DCPR 2034 with benefits of regulations as on 20/01/2019 i.e. date of CRZ regulations.</p> <p>(2) I/we agree that the maximum permissible FSI (Zonal FSI + Protected FSI + Incentive FSI + Additional FSI by payment of premium + Admissible TDR + Admissible FCA) shall not exceed 16,706 SQM including FCA for purposes of this Proposal.</p> <p>(3) I/we further agree that our proposal is fully consistent with DP 2034, DCPR 2034, and all applicable laws and regulations</p> <p>(4) I/we agree that in case of any upward revision in FSI, additional benefit by way of any upward revision on permissible FSI over and above 16,706 SQM including FCA after issue of Letter of Intimation shall be exclusive property of the Society, and the I/we shall not be permitted to use the same.</p> <p>(5) I/we agree not utilize any additional FSI or execute the project under any other regulations including but not limited to special regulations under Regulation 33 of DCPR 2034 including 33 (11), 33 (12), 33 (18), 33 (19), 33 (20) etc. for additional FSI except regulation 33 (7) (B), and 33 (9) as permitted in this clause.</p> <p>I/we agree YES / NO</p>

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14.	For Proposal B - Offer for FSI 5.40 including FCA under regulation 30 and 33 (9) of DCPR 2034 based on assumption that circular 7722 is implemented and benefits of 2021 notification is applicable to our proposed redevelopment	<p>(1) I/we agree that our offer is for FSI 5.40 including admissible Fungible Compensatory Area (FCA) under Regulation 30, and 33 (9) of BMC DCPR 2034 based on assumption that circular 7722 is implemented and benefits of 2021 notification is applicable to our proposed redevelopment</p> <p>(2) I/we agree that the maximum permissible FSI (Zonal FSI + Protected FSI + Incentive FSI + Additional FSI by payment of premium + Admissible TDR + Admissible FCA) shall not exceed 19,370 SQM including FCA for purposes of this Proposal.</p> <p>(3) I/we further agree that our proposal is fully consistent with DP 2034, DCPR 2034, and all applicable laws and regulations</p> <p>(4) I/we agree that in case of any upward revision in FSI, additional benefit by way of any upward revision on permissible FSI over and above 19,370 SQM including FCA after issue of Letter of Intimation shall be exclusive property of the Society and I/we shall not be permitted to use the same.</p> <p>(5) I/we agree not utilize any additional FSI or execute the project under any other regulations including but not limited to special regulations under Regulation 33 of DCPR 2034 including 33 (11), 33 (12), 33 (18), 33 (19), 33 (20) etc. for additional FSI except regulation 33 (7) (B), and 33 (9) as permitted in this clause.</p> <p>I/we agree YES / NO</p>
15.	Conditions for clubbing	<p>(1) I/we agree to club the said Property with an alternate clubbing site as per provisions of relevant regulations wherein no MHADA tenement as per regulation 33 (9) of DCPR 2034 shall be approved or constructed on the said property belonging to the Society</p> <p>(2) I/we agree that only existing members rehab component and saleable component shall be planned on the said Property.</p> <p>(3) I/we shall be partner / owner of such alternate clubbing site, and construction on such alternate clubbing site shall be within my/our control, and there is no dependency on any other partner / land owner / Developer.</p> <p>(4) I/we shall identify the alternate clubbing site, and mention all the property details of such alternate site prior to our appointment.</p> <p>(5) I/we agree that the fully completed OC received MHADA tenements as per the sharing formula prescribed under Regulation</p>

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		33(9) shall be shifted to clubbing site prior to vacating date, and shall not be constructed on the Property of the Society. I/we agree YES / NO
16.	Balance FSI	I/we agree that after successful completion of project including obtaining full OC and BCC of all new buildings, any balance FSI and/or any unconsumed / unutilized FSI, or any additional benefit by way of any upward revision of permissible FSI shall be exclusive property of the Society, and the Developer shall have no claim on the same. I/we agree YES / NO
17.	For Proposal A, and Proposal B – Willingness to obtain IOD for full FSI potential	<p>For Proposal A, and Proposal B I/we agree to obtain IOD for full FSI potential including FCA equivalent to 16,706 SQM for Proposal A or 19,370 SQM for Proposal B, as the case may be, prior to requesting the members to vacate their existing premises I/we agree YES / NO</p> <p>I/we agree to load 100% FSI along with making payment of full premium towards obtaining such full permissible FSI including FCA by whatever name called without utilizing instalment scheme in either Proposal A, and or Proposal B, as the case maybe, in the name of the Society I/we agree YES / NO</p> <p>I/we agree to not unload any FSI at any time during the project I/we agree YES / NO</p>
18.	Amalgamation of plots	I/we agree that I/we shall not be permitted to amalgamate the Society's plot with any other plot .. I/we agree YES / NO
19.	User permitted for free sale area	<p>(1) I/we agree that I/we shall be permitted to construct structures for residential use only from our free sale area.</p> <p>(2) Therefore, I/we shall not construct any other structure including but not limited to the following</p> <ol style="list-style-type: none"> Any type of commercial structures, shops, retail, banks, ATMs, showrooms, offices, co-working spaces etc. Any type of religious structures, temples, mosques, church, synagogue, etc.

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		<p>c. Any type of industrial structures, ware houses, factories etc.</p> <p>d. Any type of eateries, restaurants, hotels, kitchens, cloud kitchens, bars, ice cream parlours, pizzerias, teahouse, cafes, cafeteria, coffee shop, diner, wine shops, pubs, gambling houses, clubs, social clubs, discotheques, nightclubs, hookah parlour, dance bar etc. wherein food / drinks are prepared and/or served.</p> <p>e. Any type of educational establishments, coaching classes, schools, colleges, nursery, play school, pre-school, day care establishment etc.</p> <p>f. Any type of guest, house, lodging homes, retirement homes, service apartments, short term rentals, student housing, student hostel etc.</p> <p>g. Any type of medical establishments, hospitals, nursing homes, hospice, diagnostic centre, radiology, pathology, medical labs, clinics, polyclinic, medical centre, health care centre, OPD, dentist, eye care clinic, opticians etc.</p> <p>h. Any type of beauty parlours, hair salons, spas, massage parlours.</p> <p>i. Any kind of slaughter houses, frozen meat shops, fish market</p> <p>j. Any kind of motor vehicle or two-wheeler repair / servicing / finishing / cleaning / grooming centres.</p> <p>(3) I/we agree to add a suitable clause in all sale agreement of all sale premises to this effect.</p> <p>I/we agree YES / NO</p>
20.	Total height considered	<p>I/we have considered the following:</p> <p>(1) Gross height including site elevation _____ Mtrs</p> <p>(2) Site elevation _____ Mtrs</p> <p>(3) Net height _____ Mtrs</p>
21.	For Proposal A - Indicative Proposed Conceptual Scheme	<p>I/we propose following indicative proposed conceptual scheme for redevelopment as follows</p> <p>(1) No. Of Towers / Wing _____ Nos</p> <p>(2) No. Of Flat per Floor _____ Nos</p> <p>(3) No. Of Floors _____ Nos</p> <p>(4) No. of Podiums _____ Nos</p> <p>(5) No. Of Basements _____ Nos</p> <p>(6) Total Height of building _____ mt.</p>

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		<p>The above details are indicative in nature, and are for information purpose only. These details are subject to change.</p> <p>I/we shall construct composite wings / buildings having existing member as well as the sale component as mentioned in clause hereinunder.</p> <p>I/we agree YES / NO</p>
22.	For Proposal B – Indicative Proposed Conceptual Scheme	<p>I/we propose following indicative proposed conceptual scheme for redevelopment as follows</p> <p>(1) No. Of Towers / Wing _____ Nos</p> <p>(2) No. Of Flat per Floor _____ Nos</p> <p>(3) No. Of Floors _____ Nos</p> <p>(4) No. of Podiums _____ Nos</p> <p>(5) No. Of Basements _____ Nos</p> <p>(6) Total Height of building _____ mt.</p> <p>The above details are indicative in nature, and are for information purpose only. These details are subject to change.</p> <p>I/we shall construct composite wings / buildings having existing member as well as the sale component as mentioned in clause hereinunder.</p> <p>I/we agree YES / NO</p>
23.	For Proposal A – Benefits of regulations as on 20/01/2019 i.e. date of CRZ regulations Additional RERA CA for existing members over and above existing CA	<p>For Proposal A – Benefits of regulations as on 20/01/2019 i.e. date of CRZ regulations</p> <p>I/we offer _____% additional Usable RERA Carpet Area including FCA over and above existing carpet area (61,275SFT) free of cost for existing premises totalling to _____ SFT of New Usable RERA Carpet Area based on FSI 5.40 (16,706 SQM) under Regulation 30, and 33 (9) of DCPR 2034 with benefits of regulations as on 20/01/2019 i.e. date of CRZ regulations.</p>

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		<p>Hence, I/we offer New Usable RERA carpet area for residential units over and above existing carpet (61,275SFT) as follows</p> <table><tr><th>Type</th><th>Existing CA in SFT</th><th>New Usable RERA CA in SFT inclusive of balconies / decks</th><th>New Flat Typology</th></tr><tr><td>1</td><td>1,760</td><td></td><td>4 BHK</td></tr><tr><td>2</td><td>1,290</td><td></td><td>3 BHK</td></tr><tr><td>3</td><td>1,035</td><td></td><td>3 BHK</td></tr></table>	Type	Existing CA in SFT	New Usable RERA CA in SFT inclusive of balconies / decks	New Flat Typology	1	1,760		4 BHK	2	1,290		3 BHK	3	1,035		3 BHK
Type	Existing CA in SFT	New Usable RERA CA in SFT inclusive of balconies / decks	New Flat Typology															
1	1,760		4 BHK															
2	1,290		3 BHK															
3	1,035		3 BHK															
24.	<p>For Proposal B – Assuming that circular 7722 is implemented and benefits of 2021 notification is applicable</p> <p>Additional RERA CA for existing members over and above existing CA</p>	<p>For Proposal B – Assuming that circular 7722 is implemented and benefits of 2021 notification is applicable</p> <p>I/we offer ____% additional Usable RERA Carpet Area including FCA over and above existing carpet area (61,275 SFT) free of cost for existing premises totalling to _____ SFT of New Usable RERA Carpet Area based on FSI 5.40 (19,370 SQM) under regulation 30, and 33 (9) based on assumption that circular 7722 is implemented and benefits of 2021 notification is applicable to our proposed redevelopment</p> <p>Therefore, I/we offer New Usable RERA carpet area for residential units over and above existing carpet (61,275SFT) as follows</p> <table><tr><th>Type</th><th>Existing CA in SFT</th><th>New Usable RERA CA in SFT inclusive of balconies / decks</th><th>New Flat Typology</th></tr><tr><td>1</td><td>1,760</td><td></td><td>4 BHK</td></tr><tr><td>2</td><td>1,290</td><td></td><td>3 BHK</td></tr><tr><td>3</td><td>1,035</td><td></td><td>3 BHK</td></tr></table>	Type	Existing CA in SFT	New Usable RERA CA in SFT inclusive of balconies / decks	New Flat Typology	1	1,760		4 BHK	2	1,290		3 BHK	3	1,035		3 BHK
Type	Existing CA in SFT	New Usable RERA CA in SFT inclusive of balconies / decks	New Flat Typology															
1	1,760		4 BHK															
2	1,290		3 BHK															
3	1,035		3 BHK															
25.	<p>Equivalent / and Additional Carpet Area</p>	<p>I/we agree that the “Members Entitlement Area” shall mean the Usable RERA carpet areas of new premises to be allotted to the existing members. This shall be sum of existing carpet area and free of cost additional Usable RERA Carpet Area offered by me/us.</p> <p>I/we agree YES / NO</p>																

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		<p>I/we agree that the building should be constructed in such a way that existing members of the buildings shall get equivalent and additional free of cost Usable RERA Carpet Area as per the final accepted offer. I/we may give any additional Usable RERA Carpet Area to the members who further wish to procure more or extra Usable RERA Carpet Area at a discounted rate, which could be decided before finalizing this offer. I/we agree that the Usable RERA Carpet Area of the flat to be allotted, to each existing member shall be certified by my/our architect, and that, and the architect shall clearly specify that the Usable RERA Carpet Area is exclusive of items which are exempted from FSI</p> <p>I/we agree YES / NO</p>
26.	Compensation in lieu of existing basement car parking spaces	<p>I/we offer additional 1 Nos big (2.50 M x 6.00 M) conventional surface (non-mechanical) car parking spaces to existing members in lieu of their existing basement car parking spaces (48 Nos)</p> <p>OR</p> <p>I/we offer compensation of Rs. _____/- (Rupees _____) per existing basement car parking spaces (48 nos) if existing basement car parking spaces are surrendered by member, which sum shall be paid simultaneously with Vacation Notice.</p> <p>I/we agree YES / NO</p>
27.	Compensation in lieu of existing stilt car parking spaces	<p>I/we offer additional 1 Nos big (2.50 M x 6.00 M) conventional surface (non-mechanical) car parking spaces to existing members in lieu of their existing stilt car parking spaces (51 Nos)</p> <p>OR</p> <p>I/we offer compensation of Rs. _____/- (Rupees _____) per existing stilt car parking spaces (51 nos) if members surrender their existing stilt car parking spaces, which sum shall be paid simultaneously with Vacation Notice.</p> <p>I/we agree YES / NO</p>

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28.	For Proposal A – Hardship compensation offered to the Society for existing premises	For Proposal A I/we offer hardship compensation of Rs. _____/- (Rupees _____ only) Per SFT on existing carpet area (61,275 SFT) for existing premises.
29.	For Proposal B – Hardship compensation offered to the Society for existing premises	For Proposal B I/we offer hardship compensation of Rs. _____/- (Rupees _____ only) Per SFT on existing carpet area (61,275 SFT) for existing premises.
30.	Schedule of payment for hardship compensation Offered to the Society for existing premises	I/we agree to following schedule of hardship compensation (1) On Execution of DA 50% (2) On Issue of Vacation Notice 50%
31.	Society Corpus	I/we offer Society Corpus of Rs. 2,00 Crores (Rupees Two Crores only) to the Society on execution of Development Agreement. I/we agree YES / NO
32.	Time Schedule	(1) I/we agree that the 'Lead Period – 1' shall begin from the date of issuance of Letter of Intimation to the Developer and shall extend up to the date of registration of Development Agreement. The maximum time for the 'Lead Period – 1' shall be 6 English calendar months. However, the Society, at its sole discretion, may extend the time limit for Lead Period after considering the circumstances making any such extension necessary. (2) I/we agree that the 'Lead Period – 2' shall begin from the date of registration of Development Agreement, and shall extend up to the date of the Developer giving Vacation Notice to the Society (after completion of all formalities and obtaining full IOD / IOA for Full FSI Potential). The maximum time for the 'Lead Period – 2' shall be 12 English calendar months. However, the Society, at its sole discretion, may extend the time limit for Lead Period after considering the circumstances making any such extension necessary. I/we agree YES / NO

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		<p>(3) I/we shall adhere to following time schedule for construction</p> <table><tr><td>a. Construction Period</td><td>36 Months</td></tr><tr><td>b. Grace Period</td><td>6 Months</td></tr><tr><td>c. Delay Period</td><td>6 Months</td></tr><tr><td>d. Total</td><td>48 Months</td></tr><tr><td>e. Extension period</td><td>(if permitted)</td></tr></table> <p>I/we agree YES / NO</p> <p>(4) I/we agree that we shall endeavour to execute, and register the Development Agreement within 3 English calendar months from the date of acceptance of Letter of Intimation subject to cooperation from the Society.</p> <p>(5) I/we agree that we shall issue the Vacation Notice within 30 days from obtaining IOD including complying with all the pre requisites for issuing the Vacation Notice.</p> <p>(6) I/we agree that the 'Construction Period' shall begin from the date of last member vacating and Society handing over all the existing buildings to Developer for demolition i.e. the Handover Date.</p> <p>(7) I/we agree that the 'Grace Period' shall begin from date of expiry of 'Construction Period'.</p> <p>(8) I/we shall give an explanation in writing to the Society for delayed work before asking for additional time in 'Grace Period' or 'Delay Period'.</p> <p>(9) I/we shall agree that at the sole discretion of the Society, it shall grant additional 'Extension Period' subject to Developer submitting the reasons for delay in writing, and the Society approving a favourable SGBM resolution</p> <p>(10) I/we further agree that the construction period shall begin from date of last member vacating the building, Society handing over the existing buildings to Developer for demolition along with Letter of Entry (LOE) i.e. Handover Date</p> <p>I/we agree YES / NO</p>	a. Construction Period	36 Months	b. Grace Period	6 Months	c. Delay Period	6 Months	d. Total	48 Months	e. Extension period	(if permitted)
a. Construction Period	36 Months											
b. Grace Period	6 Months											
c. Delay Period	6 Months											
d. Total	48 Months											
e. Extension period	(if permitted)											
33.	Monthly Displacement Compensation for residential premises	<p>(1) I/we offer Monthly Displacement Compensation of Rs. _____/- (Rupees _____only) per SFT per month to residential premises having existing carpet area of 61,275 SFT for 1st Period (12 months)</p>										

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		<p>(2) I/we offer Monthly Displacement Compensation of Rs. _____/- (Rupees _____only) per SFT per month to residential premises having existing carpet area of 61,275 SFT for 2nd Period (12 months)</p> <p>(3) I/we offer Monthly Displacement Compensation of Rs. _____/- (Rupees _____only) per SFT per month to residential premises having existing carpet area of 61,275 SFT for 3rd Period (12 months)</p> <p>(4) I/we offer Monthly Displacement Compensation of Rs. _____/- (Rupees _____only) per SFT per month to residential premises having existing carpet area of 61,275 SFT for 'Grace Period' and 'Delay Period' (12 months)</p> <p>(5) I/we offer Monthly Displacement Compensation of Rs. _____/- (Rupees _____only) per SFT per month to residential premises having existing carpet area of 61,275 SFT for 'Extension Period', if granted by the Society, and 10% increment every 12 months thereafter</p> <p>(6) I/we agree to pay to each member the cost of stamp duty and legal charges for rented premises equivalent to Rs. 15,000/- per existing residential premises irrespective of actual charges incurred by the respective member, the said amount being paid along with Vacation Notice.</p> <p>I/we agree YES / NO</p>
34.	Buffer Compensation	<p>I/we offer 1 months' Monthly Displacement Compensation for Buffer Period, viz. the period from the date of issuance of Vacation Notice until expiry of the 30 days-notice period, for members vacating their existing premises during the vacation notice period prior to Letter of Entry being issued.</p> <p>I/we agree YES / NO</p>

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35.	Brokerage Compensation	<p>(1) I/we offer 1 (one) months' Monthly Displacement Compensation as brokerage compensation for construction period (36 months)</p> <p>(2) I/we agree to offer additional brokerage compensation equivalent to 1 (one) month's Monthly Displacement Compensation for 12 months of 'Grace Period' and 'Delay Period' (12 months)</p> <p>(3) I/we agree to offer additional brokerage compensation equivalent to 1 (one) month's Monthly Displacement Compensation for 1st 12 months of 'Extension Period' (if granted by the Society) and every 12 months thereafter if the project is delayed and such extension is granted by the Society to 'Extension Period', and such charges being paid every year and calculated on the basis of the rate of the monthly Displacement Compensation for the respective year.</p> <p>I/we agree YES / NO</p>
36.	Shifting Compensation	<p>(1) I/we offer Rs. 1,00,000/- (Rupees One Lakh only) as shifting compensation for construction period (36 months)</p> <p>(2) I/we agree to offer additional shifting compensation of Rs. 50,000/- (Rupees fifty thousand only) for 12 months of 'Grace Period' and 'Delay Period' (12 months).</p> <p>(3) I/we agree to offer additional shifting compensation equivalent to Rs. 50,000/- (Rupees fifty thousand only) for 1st 12 months of 'Extension Period' (if granted by the Society) and every 12 months thereafter if the project is delayed and such extension is granted by the Society to 'Extension Period', and such charges being paid every year, and calculated on the basis of the rate of the Monthly Displacement Compensation for the respective year.</p> <p>I/we agree YES / NO</p>
37.	Monthly Displacement Compensation for existing Society Office.	<p>I/we offer Monthly Displacement Compensation of Rs. _____/- per month for society office for 1st Period (12 months), and 10% increment every 12 months thereafter</p> <p>I/we agree YES / NO</p>

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		<p>I/we agree to offer 1 (one) month's Monthly Displacement Compensation as brokerage compensation for Society Office for construction period (36 months).</p> <p>I/we agree YES / NO</p> <p>I/we agree to offer Rs. 50,000/- as shifting compensation for Society office for construction period (36 months).</p> <p>I/we agree YES / NO</p>
38.	Schedule of payment for Monthly Displacement Compensation	<p>I/we Agree to Following Schedule Of Payment</p> <p>(1) Monthly Displacement Compensation for Construction Period (36 months), along with Buffer Compensation, Brokerage Compensation for Construction Period, Shifting Compensation for Construction Period, and stamp duty and legal charges for rented premises shall be paid by single consolidated current dated cheque drawn in favour of respective member.</p> <p>(2) The Cheques for all periods of Monthly Displacement Compensation for each individual member shall be handed over to Managing Committee of the Society at the time of issuance of Vacation Notice as per terms of Development Agreement</p> <p>(3) Monthly Displacement Compensation for Grace Period, Delay Period, and/or Extension Period, if required, shall be paid by single consolidated cheque for the full period (Grace / Delay / Extension) to members having date at least one month prior to expiry of previous period.</p> <p>I/we agree YES / NO</p>
39.	Other Conditions for Monthly Displacement Compensation	<p>(1) I/we agree that liability of Monthly Displacement Compensation shall subsist for the period during which existing member has vacated their existing premises, and handed over the possession to the Society pursuant to the Developer's Vacating Notice irrespective of whether or not the Developer has obtained requisite court orders against any dissenting/ non-consenting member failing to execute PAAA and/or vacate their existing premises.</p> <p>I/we agree YES / NO</p>

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		<p>(2) I/we agree that we shall continue to pay Monthly Displacement Compensation until expiry of 30 days from the date on which we offer the possession of the permanent alternate accommodation in redeveloped building to Society / members along with Full OC, installation of all amenities and essential services such as domestic water supply, electric supply, WC working, lift installation with operation permission and no major civil work pending in the entire building including during the subsistence of Force Majeure Events.</p> <p>I/we agree YES / NO</p> <p>(3) I/we agree that in case vacating notice is issued after 01/01/2026, then I/we shall increase the Monthly Displacement Compensation for all periods by 10% per annum, and thereafter with an increase of 10% per annum on compounded basis for every 12 months or part thereof till the time vacating notice is issued.</p> <p>I/we agree YES / NO</p>								
40.	Additional RERA CA offered for purchase to existing residential premises	<p>I/we offer _____ % of additional Usable RERA Carpet Area on existing carpet area at discounted rate to residential premises.</p> <p>The full market rate for residential premises is Rs. _____/- per SFT on Usable RERA Carpet Area and discounted rate is Rs. _____/- per SFT on Usable RERA Carpet Area.</p>								
41.	Other terms and schedule of payment for extra area purchase	<p>The schedule of payment for extra area purchase shall be</p> <table><tr><td>(1) On Execution of DA</td><td>_____ %</td></tr><tr><td>(2) On Issue of Vacation Notice</td><td>_____ %</td></tr><tr><td>(3) As per progress of work</td><td>_____ %</td></tr><tr><td>(4) On repossession</td><td>_____ %</td></tr></table> <p>I/we agree that we shall adjust amount of hardship compensation, and Monthly Displacement Compensation against the additional Usable RERA Carpet Area purchased by the members.</p> <p>I/we agree YES / NO</p>	(1) On Execution of DA	_____ %	(2) On Issue of Vacation Notice	_____ %	(3) As per progress of work	_____ %	(4) On repossession	_____ %
(1) On Execution of DA	_____ %									
(2) On Issue of Vacation Notice	_____ %									
(3) As per progress of work	_____ %									
(4) On repossession	_____ %									

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		<p>I/we agree that the Society shall not be a party to the said agreement, nor the Society shall be liable for any default for payments for such extra Usable RERA Carpet Area by the member/s, and the Developer shall not delay the project for default for payments for such extra Usable RERA Carpet Area by the member/s.</p> <p>I/we agree YES / NO</p>
42.	Compensation for standardization of new premises due to planning constraints and its schedule of payment	<p>I/we offer compensatory rate of Rs. _____/- Per SFT (inclusive of all taxes) on Usable RERA Carpet Area to residential premises if the allotted Usable RERA Carpet Area is in variation to member's entitlement due to planning constraint up to 1% of their existing carpet area.</p> <p>For Residential Premises The schedule of payment shall be</p> <p>(1) On DA _____%</p> <p>(2) On Vacation Notice _____%</p> <p>These rates will be same for surrender of area as well as purchase of additional area.</p> <p>I/we agree YES / NO</p> <p>I/we agree that we shall adjust amount of hardship compensation against the compensation for standardization of new premises due to planning constraints.</p> <p>I/we agree YES / NO</p>
43.	Compensation to be given to members in case actual carpet area constructed is in variation to member's entitlement area	<p>(1) I/we agree that I/we shall endeavour to ensure that there is no variance with respect to allotted Usable RERA Carpet Area for existing members new premises and final measured Usable RERA Carpet Area of the respective premises. In case of any such variance, it shall be dealt in the following manner mentioned hereunder</p> <p>(2) I/we agree that on completion of ceiling slab of respective habitable floor having members new premises, and removal of all the shuttering, typical members new premises shall be measured to find any variation in carpet area, and in case of any such variation, I/we shall endeavour to rectify any such error.</p>

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		<p>(3) I/we agree that under no circumstances, such variation in the final measured Usable RERA Carpet Area of existing members new residential premises, shall be more than 3% (Three) percent. I/we shall rectify any such errors to ensure that the final measured Usable RERA Carpet Area is within 3% variation of allotted carpet area.</p> <p>(4) Even after rectification, in case the final measured Usable RERA Carpet Area of existing members new premises is less than existing members allotted Usable RERA Carpet Area by up to 1% of allotted Usable RERA Carpet Area, then I/we shall not compensate the existing member for any such shortfall area</p> <p>(5) Even after rectification, In case the final measured Usable RERA Carpet Area of existing members new residential premises is less than existing members allotted Usable RERA Carpet Area by more than 1% of allotted Usable RERA Carpet Area up to 3% of allotted Usable RERA Carpet Area, then I/we shall compensate the existing member of residential premises at the compensatory rate of Rs. 2,00,000/- (Rupees Two Lakhs only) per SFT plus applicable taxes for entire shortfall area</p> <p>(6) It is, however, clarified here that in no circumstances, such variation in Usable RERA CA of existing members new residential premises will be more than 3%, and I/we am aware that such variation shall not be permitted and shall ensure that the same does not arise.</p> <p>(7) In case the final measured Usable RERA Carpet Area of existing members new residential premises is more than existing members allotted Usable RERA Carpet Area, the respective member shall not compensate me/us in any manner</p> <p>(8) The said sum in full for reduced Usable RERA Carpet Area shall be paid by the me/us to the respective member/s of the Society simultaneously with the Re-possession notice</p> <p>I/we agree YES / NO</p>
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44.	Cost of stamp duty, registration charges	<p>I/we agree to bear and pay all the present and future total cost of stamp duty, and registration charges as per applicable law for development agreement, limited power of attorney, permanent alternate accommodation agreement and any other legal document for redevelopment including incidental cost and out of pocket expenses for rehousing member's entitlement carpet area, hardship compensation, Monthly Displacement Compensation etc.</p> <p>I/we agree YES / NO</p> <p>In the event, due to any change in the Government Regulations or otherwise, a notice for any of the aforesaid charges is received after receipt of the Full Occupation Certificate for the Project, but the amount pertains to a period and/or cost prior to Final Completion date, I/ we agree to pay such charges.</p> <p>I/we agree YES / NO</p> <p>In case any members desire to purchase any additional carpet area, then stamp duty, and registration charges to the extent only of such additional area purchased shall be paid by respective member/s.</p> <p>I/we agree YES / NO</p>
45.	Cost of GST	<p>I/we expressly agree that I/we shall bear and pay GST, central or state, as may be applicable and/or any other taxes, levies, duties, and outgoing payable except personal income taxes of existing members as per applicable law in respect of the transaction/s captured in and/or arising out of development agreement, limited power of attorney, permanent alternate accommodation agreement and any other transactions and legal documents for redevelopment including incidental cost and out of pocket expenses for rehousing member's entitlement carpet area, hardship compensation, Monthly Displacement Compensation, brokerage, shifting charges etc.</p> <p>I/we agree YES / NO</p>

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		<p>I/we expressly agree that in the event due to any change in government regulations or otherwise, a notice for any of the aforesaid charges is received after the receipt of full occupation certificate for the Project, but the amount pertains to a cost prior to the Final Completion Date and/or transactions as referred to hereinabove then such aforesaid charges shall be paid by me/us.</p> <p>I/we agree YES / NO</p> <p>I/we expressly agree that in the event if any GST or any other tax is levied on the Monthly Displacement Compensation, Brokerage Compensation, Hardship Compensation, Shifting Charges or any other payment agreed to be paid by me/us to the member and/or the Society, then such aforesaid taxes shall be paid by me/us.</p> <p>I/we agree YES / NO</p> <p>In case any members desire to purchase any additional carpet area, GST, other applicable taxes etc. to the extent only of such additional area purchased shall be paid by respective member/s.</p> <p>I/we agree YES / NO</p>
46.	Cost of Long Term Capital Gains	<p>I/we agree that if the Project is not completed within 36 months from Handover Date, the cost of the Long Term Capital Gains tax to be paid by the Members shall be borne and paid by me/us.</p> <p>I/we agree YES / NO</p>
47.	<p>Liquidated damages for delay in obtaining approval/s</p> <p>Expected – Rs. _____/- per day</p>	<p>I/we agree to Liquidated Damages of Rs. _____/- (Rupees _____) per day for delay, if the approval/s are not obtained by me/us within the stipulated time of Lead Period – 2.</p> <p>I/we agree that payment such Liquidated Damages shall not relieve me/us from my/our obligation to complete the project or from any other obligations and liabilities under the Development Agreement, nor shall it mean waiver of any other rights of the Society. I/we further agree that on my/our failure to pay the same, the Society shall be entitled to forfeit the Security Deposit and/or exercise its option to terminate the Development Agreement.</p>

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		<p>I/we agree that payment of Liquidated Damages does not disentitle the Societies from terminating the Development Agreement if the Lead Period – 2 extends for more than 12 months.</p> <p>I/we agree YES / NO</p>
48.	<p>Liquidated damages for delay in 'Delay Period'</p> <p>Expected – Rs. _____/- per day</p>	<p>I/we agree that in the event, I/we fail to execute, complete and deliver the Project within the Construction Period and Grace Period and/or such specified time as may be envisaged in the Development Agreement to be executed between the Parties, I/we shall pay to the Society as and by way of Liquidated Damages a sum of Rs. _____/- (Rupees _____) per day for the 'Delay Period' and 'Extension Period' (if any), and such Liquidated Damages shall be paid till completion of Project and obtaining full OC cum BCC, and shall be paid on a monthly basis.</p> <p>I/we agree that payment such Liquidated Damages shall not relieve the me/us from my/our obligation to complete the project or from any other obligations and liabilities under the Development Agreement, nor shall it mean waiver of any other rights of the Society. I/we further agree that on my/our failure to pay the same, the Society shall be entitled to invoke the Security Deposit, Bank Guarantee, Cash Guarantee, and/or exercise its rights in respect of Mortgage Flats, or Reserved Developers Area given by me/us.</p> <p>I/we agree YES / NO</p> <p>I/we agree that in any case, the fixed Monthly Displacement Compensation will have to be paid to the existing Members of the Society.</p> <p>I/we agree that the Society may without prejudice to any other method of recovery, deduct the amount or such damages from the Security Deposit or any money due or that may become due to us.</p> <p>I/we agree YES / NO</p>

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49.	Bank guarantee to be offered from any scheduled bank except co-operative bank Expected – Rs. 100.00Crores	<p>I/we agree to offer irrevocable Bank Guarantee of Rs. _____ Crores (Rupees _____ Crores only) from any scheduled bank except cooperative bank to be submitted along with Notice for Vacating. The bank guarantee shall be irrevocable, unconditional and without recourse.</p> <p>The Bank Guarantees shall always be kept valid as shall be agreed under the development agreement. The validity of the Bank Guarantees shall be extended by us at our own cost and expense for any delay including delay due to force majeure conditions and will be a condition precedent to seeking any extension.</p> <p>I/we agree YES / NO</p> <p>The Bank Guarantees shall be gotten issued by us and handed over to the Society before the Handover Date.</p> <p>I/we agree YES / NO</p>
50.	Schedule of release of bank guarantee	<p>The schedule for release of bank guarantee</p> <p>(1) RCC Completion _____%</p> <p>(2) Completing Plastering _____%</p> <p>(3) Completing Painting _____%</p> <p>(4) Full OC, and BCC _____%</p>
51.	Cash Guarantee Expected – Rs. 25.00 Crores	<p>I/we agree to offer cash Guarantee of Rs. _____ Crores (Rupees _____ Crores only) which shall be handed over to the Society before the Handover Date.</p> <p>The Cash Guarantees shall be kept valid until issuance of OC cum BCC in respect of the entire new building.</p> <p>I/we agree YES / NO</p> <p>The entire Cash Guarantee amount along with interest less taxes given by bank shall be refunded to the Developer on successful completion of the project & obtaining full OC cum BCC.</p> <p>I/we agree YES / NO</p>

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52.	Forfeiture of Cash Guarantee	<p>Cash Guarantee shall be invoked by the Society in the event of failure to fulfil the terms and conditions of the Development Agreement,</p> <p>Cash Guarantee shall be invoked and forfeited by the Society in the event of circumstances arising leading to issuance of notice by the Society for termination of the Development Agreement,</p> <p>I/we agree YES / NO</p>
53.	<p>Mortgage flats in separate project</p> <p>Expected – Flats worth Rs. 25.00 Crores</p>	<p>I/we agree to mortgage in favour of the Society _____ flats as Mortgaged Flats in another separate completed project each having minimum RERA CA of _____ SFT totalling to minimum aggregate _____ SFT RERA CA having sale rate of Rs. _____/- per SFT under a registered Mortgage Deed at my/our costs, charges, expenses.</p> <p>I/we agree that these flats shall stand mortgaged till the project is completed and all monetary obligations are fulfilled after which the Society shall execute and register a Deed of Reconveyance in favour of the developer.</p> <p>Details of such Mortgaged Flats shall be as follows:</p> <p>(1) Name of the Project _____</p> <p>(2) Location _____</p> <p>(3) Current status _____</p> <p>(4) Name of the Developer _____</p>
54.	<p>Reserved Developers area offered as security to Society and its schedule of release</p> <p>Expected – minimum 7,500 SFT RERA CA</p>	<p>I/we agree to restrict sale of new sale area until full FSI IOD, and plinth CC is issued from concerned authorities, and the project is registered with MAHARERA.</p> <p>I/we agree YES / NO</p> <p>I/we agree to restrict _____ sale flats as Reserved Developers Area having minimum aggregate _____ SFT RERA CA from new residential sale premises on which the Society shall have lien until receipt of full OC cum BCC.</p>

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		<p>I/we agree that all the flats comprised in Reserved Developers Area will be fixed and earmarked immediately upon approval of the plans by concerned authorities, and I/we shall ensure that the I/we shall not allot, sell, transfer, mortgage and/or otherwise in any manner deal with the Reserved Developer's Area until the same is released by the Society on successful completion of project including obtaining full OC and BCC of all building/s to be constructed on said Project, and issuance of re-possession notice to all members. The rights of the Society to liquidation of the Reserved Developer's Area, in the circumstances set out hereinbelow, shall be, unconditional, irrevocable and enforceable, without demur by the successful bidder / promoter / developer.</p> <p>I/we agree YES / NO</p> <p>In case of the Society exercising its rights in respect of the Reserved Developer's Area as stated above for the purpose of completion of the unfinished New Building or making good any financial obligation/outstanding payment to be made by the Developer, the successful bidder / promoter / developer shall have no lien, charge or claims over or on the sanctioned plans, permissions, working drawings and other document pertaining to the Reserved Developer's Area and the same shall be handed over to the Society on demand without claiming any lien for costs or otherwise howsoever.</p> <p>I/we agree YES / NO</p>
55.	Defects Liability period	<p>I/we agree to the 5 (five) years of Defects Liability period for the structural defects and deficiencies in the new building/s and 10 years for waterproofing and leakage guarantee from the date of handing over duly completed new premises of existing members in all respects, all utilities working, and after obtaining Full Occupation Certificate and Building Completion Certificate of composite, existing member, and sale building/s.</p> <p>I/we agree YES / NO</p>

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		<p>I/we agree if any defect, leakage, shrinkage or other faults are found or noted in the construction of the building, then I/we at our own costs and efforts and expenses repair, rectify and make good the same and remove the said defects, leakages, shrinkages and other faults within 30 days of notice given by the Society, to the satisfaction of the Society and its PMC.</p> <p>I/we agree YES / NO</p> <p>I/we agree that in case any existing member of the Society decides to have any structural work or civil work done within their new premises then the Developers liability for defects liability period shall cease to exist for the said work, and any collateral damages due to the said work, and the defect liability of the balance construction shall be my/our liability.</p> <p>I/we agree YES / NO</p> <p>I/we shall transfer all guarantees and warranties with respect to all products, fittings, fixtures, waterproofing, equipment etc. in favour of the Society including copy of proof of purchase.</p> <p>I/we agree YES / NO</p> <p>I/we agree that any defects or deficiencies in the new building/s are caused due to any work carried out by the purchasers of the Developer's Sale Area, the Society shall neither be held liable, nor will the Developer's liability for defects liability period cease to exist.</p> <p>I/we agree YES / NO</p>
56.	Bank Guarantee for Defect Liability Period	<p>I/we offer unconditional irrevocable Bank Guarantee of Rs. _____/- (Rupees _____ only) for Defect Liability Period for a period of 5 Years to be submitted by me/us within 15 (Fifteen) days from receipt of Full OC.</p> <p>I/we agree that Bank Guarantee for Defect Liability Period shall be released only after completion of 5 years from Full OC cum BCC as per the terms set out under the Development Agreement</p> <p>I/we agree YES / NO</p>

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57.	Interest rate on any delayed payment by the Developer	I/we agree, that in case of delay in any payments to the Society or existing members, and if such delay is not rectified within a grace period of 15 days from the date of issue of notice to me/us of such delay, then I/we shall give additional interest of _____% per annum to the Society or existing members for such payment delayed by me/us.
58.	RERA Registration	<p>I/we shall make an application to RERA for registration of this Project within 15 days on issue of Plinth CC irrespective of whether we are required to register under MahaRERA.</p> <p>I/we agree YES / NO</p> <p>I/we agree that the Time Period for completion of the Project to be mentioned in RERA registration of the Project shall be same as agreed in Registered Development Agreement.</p> <p>I/we agree YES / NO</p>
59.	RERA / MOFA compliance by the Developer	<p>I/we shall have to register the Project of redevelopment of the Society with MAHARERA at my/our own costs, charges, expenses, and effort. I/we agree shall not ask for any money, costs, expenses, charges, incidental expenses thereto or any sort of reimbursement either in terms of cash or kind.</p> <p>I/we agree YES / NO</p> <p>Though the Society falls under the definition of promoter / co-promoter of the Project, all the obligations, responsibilities, and liabilities cast upon the promoters / co-promoters under MAHARERA, shall be summarily transferred on me/us and shall be assumed by me/us alone. Further I/we shall furnish the Indemnity Bond with effect to the same and shall indemnify and keep indemnified the Society / Co-promoter of the Redevelopment Project and take all the responsibilities of the Co-Promoter / Society as if those were casted upon me/us and are my/our own obligations and responsibilities and by agreeing, affirming to and taking all these obligations, responsibilities and liabilities casted upon the Co-promoters under MahaRERA.</p> <p>I/we agree YES / NO</p>

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		<p>The Society shall not be called upon to execute any agreement for sale under the MAHARERA. The Society shall be indemnified from and against all claims and/or proceedings by purchasers of Developer's Sale Area.</p> <p>I/we agree YES / NO</p> <p>I/we agree to comply with Maharashtra Ownership Of Flats Act (MOFA) Act and its amendments from time to time as well as The Real Estate (Regulation and Development) and its amendments from time to time</p> <p>I/we agree YES / NO</p>								
60.	Reimbursement Of Other Expenses (Legal Consultants / CA / Other Consultant Fees,)	<p>(1) I/we agree to pay to the Society Rs. _____/- (Rupees _____ only) + Applicable GST on account of consultants appointed by the Society (Solicitor / CA / other consultants), and other redevelopment related expenses.</p> <p>(2) The schedule of payment for consultants fees as follows</p> <p>On execution of DA 100%</p> <p>I/we agree YES / NO</p>								
61.	Reimbursement Of Other Expenses (PMC, and other redevelopment related expenses)	<p>(1) I/we agree to pay to the Society Rs. 2.00 Crores- (Rupees Crores only) + Applicable GST on account of consultants appointed by the Socie</p> <p>(2) The schedule of payment for PMC fees as follows</p> <table><tr><td>a. On execution of LOI</td><td>10%</td></tr><tr><td>b. On execution of DA</td><td>30%</td></tr><tr><td>c. On Vacating</td><td>30%</td></tr><tr><td>d. 12 months from vacating</td><td>30%</td></tr></table> <p>(3) I/we agree to reimburse the Society for payment of additional fees @ 15% per annum to the consultants appointed by the Society in case the Project is delayed beyond 36 Months</p> <p>(4) I/we agree that the Society is not obliged to give any account of the above fees.</p> <p>I/we agree YES / NO</p>	a. On execution of LOI	10%	b. On execution of DA	30%	c. On Vacating	30%	d. 12 months from vacating	30%
a. On execution of LOI	10%									
b. On execution of DA	30%									
c. On Vacating	30%									
d. 12 months from vacating	30%									

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62.	Parking	<p>(1) I/we agree to provide 3 Nos car parking spaces to each existing members.</p> <p>(2) I/we shall provide Big (2.50 X 6.00 M) car parking spaces to the existing members.</p> <p>(3) I/we agree that we shall provide only conventional surface (non-mechanical) car parking spaces to all existing Society members</p> <p>(4) I/we shall not provide any tandem parkings to the existing Society members</p> <p>(5) I/we shall provide car parkings spaces to the existing Society members on lower podium floors.</p> <p>I/we agree YES / NO</p> <p>(6) I/we shall allot to our new incoming members car parking as per BMC norms.</p> <p>(7) I/we shall allot visitor car parking as per BMC regulations.</p> <p>(8) I/we further agree to not allot car parking to any third party (outsiders) other than purchasers of new premises in our Society or existing members.</p> <p>I/we agree YES / NO</p> <p>(9) I/we agree over and above car parking provided, sufficient independent area to be demarcated for _____ nos of BMC approved 2-Wheelers parking spaces for the whole project.</p> <p>(10) I/we agree that we shall provide only convention surface (non-mechanical) car parking spaces to all existing Society members, and I/we shall not create any stack parking, tower parking, puzzle parking, or any form of other mechanical parking for the Society members.</p> <p>I/we agree YES / NO</p> <p>(11) I/we shall not create any stack parking, tower parking, puzzle parking, robotic parking, and/or any form of other mechanical parking in the whole project.</p> <p>I/we agree YES / NO</p>
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63.	Purchase of additional car parking	<p>I/we shall permit any existing members to purchase additional car parking spaces over and above their car parking entitlement, and cost of such additional car parking shall be Rs. _____/- per car park subject to member/s confirming their purchase on or before registration of DA.</p> <p>I/we agree YES / NO</p>
64.	EV charging points	<p>I/we agree to provide adequate fast EV charging points, and infrastructure for electric vehicles with access control covering all vehicles in parking area, with at least one EV charging point for every 4 car parking spaces.</p> <p>I/we agree YES / NO</p>
65.	Correction / Bifurcation / Mutation of Property Registration Card, CTS, 7/12 Extract, 6/12, KJP, DP 2034 Etc	<p>I/we agree that we shall have contractual obligation for Correction / Bifurcation / Mutation / updation of Property Registration Card, CTS, 7/12 Extract, 6/12, KJP, DP 2034 Etc at our own costs, charges, expenses and efforts including payments to Government, Semi-Government bodies, BMC, out of pocket expenses etc.</p> <p>I/we agree YES / NO</p> <p>I/we agree that we shall have contractual obligation for completing NA Regularization (if required) at our own costs, and efforts including payments to Government, Semi-Government bodies, BMC, out of pocket expenses etc.</p> <p>I/we agree YES / NO</p> <p>I/we agree that the Society shall not contribute towards any costs charges, expenses whatsoever in nature and shall only be responsible to co-operate for all requisite paperwork.</p> <p>I/we agree YES / NO</p>
66.	Cost Of Total Project On The Developer.	<p>I/we agree to bear the complete cost of Project including cost of construction, TDR, Additional FSI by payment of premium, FCA, Mutation of Property Registration Card, cost of statutory approvals, temporary water connection, electrical connection, insurance, stamp duty, registration charges, GST, taxes, present and future taxes, all fees, all direct and indirect expenses, out of pocket expenses, incidental expenses and all hidden expenses, consultants fees etc.</p>

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		<p>I/we agree that Society shall not contribute to any cost of the project what so ever or nature it may be</p> <p>I/we agree YES / NO</p>
67.	Proof checking of RCC design	<p>I/we agree to reimburse the cost of proof checking of the Structural Design by separate consultant appointed by the Society. I/we shall ensure that the relevant data, drawings, documents are provided to such consultants.</p> <p>I/we agree YES / NO</p>
68.	Construction specifications and modern amenities	<p>I/we agree that construction specifications and amenities as per Annexure 1, subject to deviation list with detailed clause number submitted separately.</p> <p>I/we agree YES / NO</p> <p>I/we shall use construction materials, specifications, and techniques which are appropriate for construction of buildings very near to the sea / coastal areas.</p> <p>I/we agree YES / NO</p>
69.	Column and Beam Free Interiors	<p>I/we agree that the structural design shall be done in a manner to ensure column free, and beam free interiors as far as structurally feasible giving maximum flexibility to existing members for interiors</p> <p>I/we agree YES / NO</p>
70.	RCC grade for residential structures	<p>I/we agree that the minimum grade of concrete for all structural RCC work including columns, beams, slabs, etc. shall be a minimum of M60 and shall increase as per height and wind factor</p> <p>I/we agree YES / NO</p> <p>I/we shall construct RCC external wall of 250 mm (excluding plaster) with aluminium shuttering (mivan style) with chemical waterproofing</p> <p>I/we agree YES / NO</p>
71.	Steel Grade	<p>I/we shall use corrosion resistant Tor TMT FE 600D or better for all diameter steel and shall be primary grade</p> <p>I/we agree YES / NO</p>

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72.	Material Test Reports	<p>I/we shall provide a copy of all concrete cube test, and steel test reports for all material batches from independent third party labs to the Society, and shall submit the same to the Society by 5th of next month.</p> <p>I/we agree YES / NO</p> <p>I/we shall provide a copy of all material test reports from manufacturer / independent third party labs done on a regular course of business, and shall submit the same to the Society on a monthly basis.</p> <p>I/we agree YES / NO</p>
73.	Internal and external plaster	<p>I/we agree that we shall provide sand and cement internal and external plaster only, and I/we shall not use gypsum plaster.</p> <p>I/we agree YES / NO</p>
74.	Internal amenities	<p>I/we agree that finishing materials and internal amenities all the building/s (including composite, rehab, and sale building/s) shall be the same, and there shall be no variation in tiling, dado, electrical fixtures, plumbing fixtures, doors, windows, etc. in existing members flat, and sale flats shall be same.</p> <p>I/we agree YES / NO</p>
75.	Solar Electricity Generation	<p>I/we agree to provide Solar Electricity Generation with Net metering of maximum permissible size</p> <p>I/we agree YES / NO</p>
76.	Design of new building/s	<p>I/we agree to the following</p> <p>(1) Double height entrance lobby for residential building/s shall be planned.</p> <p>(2) New residential premises shall be planned from 1st habitable floor above podium / parking / amenities floor.</p> <p>(3) No residential premises shall be planned on ground floor, parking floor, podium floor, e-deck floor, or amenities floor.</p> <p>(4) On best effort basis, design the new residential premises to be Vastu compliant as far as possible</p> <p>(5) To comply with applicable environmental requirements imposed as mandatory by sanctioning authorities.</p> <p>I/we agree YES / NO</p>

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77.	Location, and orientation of new residential premises of all the existing members	<p>I/we agree that we shall provide similar location, view, and orientation of new residential premises of all the existing members as per their existing residential premises location, view, and orientation.</p> <p>I/we agree YES / NO</p> <p>I/we agree that the existing members shall be given new premises on the higher floor only.</p> <p>I/we agree YES / NO</p> <p>I/we shall permit existing members to shift to higher floor then their allotment, and I/we shall charge Rs. _____ (Rupees _____ only) per SFT on the new RERA carpet area of the members premises, and to be paid on registration of PAAA.</p> <p>I/we agree YES / NO</p>
78.	BIM Modelling	<p>I/we agree to design the building with Building Information Modelling software, and shall submit to the Society the soft copy of all such files in their native format at the time of repossession notice.</p> <p>I/we agree YES / NO</p>
79.	Jodi flats and Duplex flats	<p>I/we agree to plan for Jodi Flats for those existing members who currently possess Jodi flats (on floors 1, 2 and 3 in the 3BHK series, totalling 6 flats)</p> <p>I/we agree YES / NO</p> <p>I/we agree to make plan in a manner so that upper and lower flats can be combined into duplex flats</p> <p>I/we agree YES / NO</p>
80.	No separate wings / buildings for existing member and sale	<p>I/we agree that there shall be no separate wings / buildings for Members component (existing members premises) and sale component (proposed new member's premises) and all wings / buildings shall be composite wings / buildings having existing members premises as well as the sale premises.</p> <p>I/we agree YES / NO</p>

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		<p>I/we agree that all new wings shall have at least 25% members component of total carpet area of respective wings, and at least 25% sale component of total carpet area of respective wings.</p> <p>I/we agree YES / NO</p> <p>I/we further agree that the total height of all building/s up to terrace floor shall be same</p> <p>I/we agree YES / NO</p>
81.	Construction quality of all building/s	<p>I/we agree that the civil work construction quality, and construction materials for such civil work used for all the building/s (including composite, rehab, and sale building/s) shall be the same, and there shall be no variation in RCC, brickwork, external plaster, external painting, windows, etc. for all new building/s.</p> <p>I/we agree YES / NO</p>
82.	Layout amenities of all member/s	<p>I/we agree that all the layout amenities including society office, club house, fitness centre, indoor games room, gymnasium, hall, sports amenities, garden, podium amenities, terrace amenities, etc. shall always be common for all existing members and new proposed sale purchasers, and existing or new proposed members shall not be restricted from utilizing any such amenities.</p> <p>I/we agree YES / NO</p> <p>I/we further agree that no exclusive amenities and/or exclusive elevators shall be planned or constructed for the sale purchaser/s.</p> <p>I/we agree YES / NO</p> <p>I/we agree that there shall be no separate charges or fees for existing members for availing any of the layout amenities</p> <p>I/we agree YES / NO</p>
83.	Lobbies, lifts, staircase, elevation, etc. Of all building/s	<p>I/we agree that all the entrance lobbies, floor lobbies, lifts, staircases, refuge, terrace, etc. of for all the wings / buildings (including composite, rehab, and sale) shall be finished with same design language using same materials, and having same construction quality.</p> <p>I/we agree YES / NO</p>

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		<p>I/we further agree that elevation of for all the wings / buildings (including composite, rehab, and sale) shall be finished with same design language using same materials, and having same construction quality. I/we agree that the complete complex shall have a feel of single project with no differentiation in any building/s (including composite, rehab, and sale building/s)</p> <p>I/we agree YES / NO</p>
84.	Sample flats	<p>I/we shall provide samples for at least 3 options of each finishing material proposed to be used in the project as per agreed specifications for Society's approval, and the Society shall approve one option within 15 days of such notice.</p> <p>I/we agree YES / NO</p> <p>I/we shall then create sample flat utilizing all the finishing materials agreed for final approval of the Society.</p> <p>I/we agree YES / NO</p>
85.	Floor to floor height (Expected 3.65 M for residential)	<p>I/we agree to provide floor to floor height for all residential premises shall be at least ____ M, and in case any additional height is available, then height of all the residential floor/s shall be increased equally.</p> <p>I/we agree YES / NO</p> <p>I/we agree that there shall be no variation in floor to floor height for residential existing members premises as well as residential sale premises, and floor to floor height shall be same without any variation</p> <p>I/we agree YES / NO</p>
86.	Willingness to take project if consent is more than 51%	<p>I/we agree to take project if consent is more than 51%</p> <p>I/we agree YES / NO</p>
87.	Willingness to take up legal remedy for dissenting members at your cost and efforts.	<p>I/we agree to take up legal remedy for dissenting members at our cost, charges, expenses, efforts, and consequences with necessary co-operation and assistance from the Society.</p> <p>I/we agree YES / NO</p>

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88.	Developer's Responsibilities	<p>I/we agree that my/our responsibilities are as follows</p> <p>(1) To take all decisions with respect to the layout, design, aesthetics, planning, development, quality, amenities, facilities, layout infrastructure, in respect of the development, and discuss the same with the Society and its PMC based on the plans and layout approved by the Society.</p> <p>(2) The Developer shall prepare a detailed survey of existing services on site which he shall clearly mark up on a drawing for the approval by the relevant service authorities prior to commencement of the works. The Society and Consultant shall give their approval to proceed with the work, with or without modification.</p> <p>(3) To carry out and complete the construction of all new buildings including Free sale Premises, Society Members Premises, and other common amenities / facilities and landscaping from time to time strictly as per approvals, sanctions, permissions, etc. depending upon issuance of permissions, LOI's, IOA's and CC's and shall strictly comply with and fulfil all terms and conditions and stipulation etc. as may be imposed and recorded in the aforesaid permissions</p> <p>(4) To get all project approvals including but not limited to Plinth CC, Further CC etc. for complete project</p> <p>(5) To raise 100% finance for the project</p> <p>(6) To assist the Society, and its members to regularize the transfers of existing members premises in the records of the Collector, MSD.</p> <p>(7) The Developer will be entitled to seek financial assistances/loans at their entire cost by creating charge or mortgage by giving only the Developers saleable area save and except the Reserved Developers Area as Security only after procurement of Full CC for the New Buildings.</p> <p>(8) To bear all costs related to construction of the new premises including BMC Premiums, procuring Vacation Approvals, TDR, FCA, other expenses related to Layout FSI, etc. will be borne by the Developer</p>
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		<p>(9) To observe and follow all statutory rules, laws, labour laws, all acts of central government, all acts of state government, all acts of BMC and collector and any amendments thereof during and at all times from inception or start till finish or completion of the project described within these presents.</p> <p>(10) To indemnify and shall keep indemnified the Society, its members, and its consultants at all times against any legal action taken by any statutory authority(s) due to any delay, negligence, non-compliance, non-observance or any other such act of commission or omission committed by the Developer, its employees, labourers, their consultants, their contractors etc.</p> <p>(11) To take out all required insurances including third party insurance of appropriate amount, insurance under workman compensation's act, Mediclaim / health insurance for all labours residing at site, suitable insurance policy to cover the risks of fire, accidents etc. and any other required insurance policies have to be taken.</p> <p>(12) To keep this insurance valid till full OC and BCC are obtained and possession is offered to the members.</p> <p>(13) At the request of the Society, the Developer shall obtain permission from Dy. Registrar of Societies, and all concerned authorities for dissolution of existing sinking fund, repair fund, other funds, reserves etc. in a reasonable time frame and at no cost to the Society.</p> <p>(14) To investigate the title of the Society prior to execution of the Development Agreement and be satisfied regarding free and marketable title. No requisition or claim in respect of the title or feasibility shall be entertained after execution and registration of the Development Agreement.</p> <p>I/we agree YES / NO</p>
89.	Existing sinking fund, repair fund, other funds, reserves etc.	<p>I/we agree to ensure that the proposed new members contribute towards Society's existing sinking fund, repair fund, other funds, reserves, donation, corpus, etc on pro-rata basis. The amount to be contributed by each proposed new member shall be finalized at the time of Development Agreement</p> <p>I/we agree YES / NO</p>

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90.	Dissolution of any existing funds of the society	<p>I/we agree that in case the Society decides to dissolve any fund, I/we at my/our costs shall obtain permission from Dy. Registrar of Society and all concerned authorities for dissolution of any such funds as and when required by the Society</p> <p>I/we agree YES / NO</p>
91.	Statutory Approvals	<p>I/we agree to obtain all permissions, approvals, NOCs as required including but not limited to MOEF approvals, civil aviation NOC, Wild life NOC, fire NOC, parking NOC, tree NOC, Railway NOC, MMRDA NOC, heritage NOC, MCZMA NOC, demarcation, drainage approvals, IOD / IOA, CC, OC, BCC etc., as applicable, at our own costs, charges, expenses, and efforts including all incidental costs, out of pocket expenses etc</p> <p>I/we agree YES / NO</p>
92.	Indemnity to Society	<p>I/we agree to give undertaking and indemnity for not contravening any development laws, rules or procedures and also for not contravening any law of the land or under any statute and also against any legal action taken by any statutory authorities due to any delay, negligence, non-compliance or any other such act by us, our employees, contractors etc.</p> <p>I/we agree YES / NO</p> <p>I/we further agree to indemnify and shall keep indemnified the Society, its members, and its consultants at all times from any civil or criminal liabilities arising out of any act of commission or omissions committed by the me/us, our employees, consultants, contractors etc.</p> <p>I/we agree YES / NO</p> <p>I/ we shall indemnify the Society against all the claims which may be made against the Society by any member of the public or other third party in respect of the construction works or in consequence thereof. I/we shall at my/our own expenses, arrange to effect and maintain, until the Final Completion Date of the Project, an approved policy of insurance in the names of the Society and the Developer and deposit such policy/ies with the Society. I/ we shall also indemnify the Society against all claims which may be made upon the Society whether under the Workmen Compensation Act</p>

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		<p>or any statute in force or any other common law during the concurrence of this Project. Society, with the concurrence of the PMC shall be at liberty and is hereby empower to deduct the amount arising or accruing in respect of any claim, damage, compensation, cost, charges and expenses from any sum payable to me/us.</p> <p>I/we agree YES / NO</p>
93.	Developer shall provide MGL Gas to all the members of the Society.	<p>I/we agree to provide at my/our costs MGL Gas to all the flats in the new building to be allotted to the Existing Members of the Society.</p> <p>I/we agree YES / NO</p> <p>The Society already had an existing MGL Connection. All existing Connections shall be disconnected before demolishing the building & shall be reconnected after completion of the building. The disconnection & reconnection fees to be paid by the Developer. The deposit shall be paid by the Member.</p> <p>I/we agree YES / NO</p>
94.	Insurance	<p>I/we agree that we shall take out all required insurances including third party insurance of appropriate amount, insurance under workman compensation's act, Mediclaim / health insurance for all labourers residing at site, suitable insurance policy including Contractor's All Risk policy to cover the risks of fire, accidents etc. and any other required insurance policies have to be taken. I/we further agree that we shall keep this insurance valid till full OC, and BCC of all new building/s is obtained and possession is offered to the members. I/we agree that the Society shall be indemnified, and kept indemnified at all times, and shall not be liable for the same.</p> <p>I/we agree YES / NO</p>

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95.	Sale of Members Existing Premises or Members New Premises	<p>I/we agree that the members shall be entitled to sell or dispose off their existing premises or their new premises along with all the benefits emanating under redevelopment without requiring any NOC from me/us subject to compliances of all bye laws of the Society, and obtaining an NOC from the Society, and after prior intimation to me/us of the same, and subject to purchaser / transferee of the said premises agreeing to be bound by and to comply with all obligations under the Development Agreement and/or Permanent Alternate Accommodation Agreement and providing necessary declaration cum indemnity in respect thereof in favour of the Developers and the Society.</p> <p>I/we agree YES / NO</p>
96.	Vacant Possession of Existing Premises	<p>I/we shall ask for vacant possession of existing premises only after fulfilment of following conditions duly verified by the Society / PMC</p> <p>(1) Plans for Full FSI Potential are principally approved by getting appropriate concessions approved from Hon. Municipal Commissioner and certified true copy of the same are handed over to the Society.</p> <p>(2) Procure Vacation Approvals</p> <p>(3) Civil aviation NOC / permission is obtained</p> <p>(4) All securities as agreed upon are handed over to the Society including execution of mortgage agreement for Mortgage Flats, submission of Bank Guarantee, Cash Guarantee, and a letter identifying and earmarking the Reserved Developer's Area in favour of the Society</p> <p>(5) Execution and registration of permanent alternate accommodation agreement with the members</p> <p>(6) Hardship compensation, Monthly Displacement Compensation and all other monetary compensation as agreed to be paid to each member have been paid to the members</p> <p>(7) All documentation work pertaining to property shall be completed by the Developer at its own costs, charges, and expenses.</p> <p>(8) All financial and technical requirements are fulfilled by the Developer as per the DA.</p> <p>I/we agree YES / NO</p>

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97.	Procedure for vacating and licenses to enter the plot	<p>I/we agree to the following procedure for vacating the existing premises</p> <p>(1) After the plans are approved by the Concerned Authority for utilization of full development potential and Vacation Approvals are procured in the name of the Society, a Vacation Notice shall be issued to the Society calling upon the Society and existing members to execute the PAAA</p> <p>(2) Within next 30 days, all PAAA shall be executed and registered</p> <p>(3) In case any existing member becomes non-cooperating member, then the I/we shall at my/our costs initiate legal action / proceeding against such non-cooperating member and receive from the appropriate Court of law directing such non-co-operating members to vacate their respective premises to cause such member to execute and register PAAA and vacate his / her existing premises.</p> <p>(4) On completion of registration of all PAAA, the Society and me/us shall mutually agree on a date wherein, all the existing members shall handover their peaceful and vacant possession of their respective existing premises to the Society within 30 days.</p> <p>(5) The Society shall execute a Letter of Entry ("LOE") in favour of me/us and give me/us license to enter upon the property for the specified period on the terms which will be stated in the Development Agreement (DA). The Society shall always hold the rights and the title of the property and the juridical possession thereof at all times</p> <p>I/we agree YES / NO</p>
98.	Procedure before repossession	<p>I/we agree to the following procedure before offering possession of permanent alternate accommodation to the Society</p> <p>(1) After completion construction of the new building/s, and upon applying for full OC cum BCC, I/we shall intimate the Society in writing, permitting the Society, its appointed consultants, and its members to inspect their respective new premises on mutually convenient date.</p>

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		<p>(2) The respective members, Managing Committee, PMC, and my/our representative shall jointly inspect, and measure all the members new premises, and all common areas, layout amenities etc., and a snag list consisting of all the incomplete work, defects yet to be rectified, and work yet to be completed, shall be jointly prepared and signed by all concerned parties.</p> <p>(3) I/we shall rectify all the defects, and finish all the work to the satisfaction of the Society. Further, I/we shall also remove, all scaffolding, sheds and surplus materials, rubbish and all huts and sanitary arrangements required for my/our workers on the site in connection with the execution of work, as shall have been erected by the Developer or its workmen and clean all the dirt from all parts of building upon or about which the work has been executed thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled lock and fastening, labelled the keys clearly and made the whole premises fit for immediate occupation or use to the satisfaction of the Society</p> <p>(4) Upon completion of such work as mentioned hereinabove, I/we shall promptly communicate the same to the Society in writing.</p> <p>(5) Within 7 working days of such communication, the Society and the PMC shall verify that the said defective work is rectified, layout amenities are provided, internal amenities are provided, and the complete work shall be up to the satisfaction of the Society.</p> <p>I/we agree YES / NO</p>
99.	Non consenting member	<p>While the Society will endeavour to obtain the consent of all members to the redevelopment project, if a situation arises of any member(s) is / are not consenting to the redevelopment or not co-operating with the Society, I/we will have to separately put in efforts and deal with the errant member(s) with the Society support but costs thereof will be borne by me/us.</p>

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		<p>After the execution of the Redevelopment Agreement in my/our favour, in the event any existing member fails and/or neglects to execute the PAAA and/or otherwise fails, neglects or declines to vacate their existing premises, I/we shall undertake legal remedy (including action in a competent court of law) against such non-consenting and non-co-operative members/occupants available under the provisions of law which shall be entirely at my/our sole cost, risk and efforts, while Society will provide all necessary co-operation for the same.</p> <p>No reimbursements shall be made by the Society towards the costs that may be incurred by me/us under any circumstances. However, such costs may be recovered by me/us from the non-consenting and non-co-operative members/occupants. The necessary orders from a competent court of law for direction to the non-consenting members shall be obtained prior to the Handover Date.</p> <p>I/we agree YES / NO</p>
100.	Possession of Permanent Alternate Accommodation	<p>I/we agree to the following before offering possession of permanent alternate accommodation to the Society</p> <p>(1) Possession of permanent alternate accommodation shall be handed over to existing residential members only upon Final Completion Date.</p> <p>(2) None of the prospective purchasers of new premises shall be handed over possession before existing members are offered possession of their respective permanent new accommodation.</p> <p>(3) I/we shall also provide a clear notice of 30 days to the existing members on receipt of full OC and BCC of all the building/s (including composite, rehab, and sale building/s), and all utilities in respective working condition before the existing members can take possession of the Permanent Alternate Accommodation.</p> <p>(4) After the end of notice period of 30 days for repossession the Developer shall not be liable to make payment of Monthly Displacement Compensation to members and irrespective of members taking possession of their new premises by the end of 30 days subject to rectifying the defects and deficiencies in the respective members new premises, post which, the Developer shall be entitled to handover possession to their sale purchasers.</p>

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		<p>(5) I/we shall handover the possession, and management of the buildings, and common amenities to the Society on Re-Possession Date</p> <p>(6) I/we shall not be permitted to offer 'fit out possession' to existing members residential premises and sale residential premises for carrying out any furniture and interior work.</p> <p>(7) I/we agree that the prospective purchasers of new premises shall only be admitted as members of the Society on successful completion of the project i.e post the Final Completion Date</p> <p>I/we agree YES / NO</p>
101.	Unsold premises	<p>I/we agree that if any of the flats / units forming part of the saleable component remains unsold post procurement of the full Occupation Certificate, I/ we shall become a member of the Society and shall pay the proportionate Corpus Contribution for each unsold flat / unit to the Society issuing separate shares/ share certificate to me/us and all amounts towards outgoings, dues, taxes, maintenance and Society charges in respect of the unsold developers' premises which other members of the Society are required to pay.</p> <p>I/we agree YES / NO</p> <p>However, no prior permission of the Society shall be required nor any transfer charges shall be payable to the Society when I/we effect sale of the unsold flats / units. I/we are entitled to get a reimbursement of the corpus contribution from the purchaser(s) of such premises sold.</p> <p>I/we agree YES / NO</p> <p>I/we agree that I/we shall not mortgage, lien and/or pledge the Developer's sale area to any other society or landowner as security towards completion of their project.</p> <p>I/we agree YES / NO</p> <p>If I/we retain multiple premises for ourselves, I/we shall be entitled to only one vote in the general body of the Society, for all such premises retained, however share certificates for each premises will be issued separately by the Society</p> <p>I/we agree YES / NO</p>

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102.	Ownership And Possession Of Society's Property And Creation Of Third Party Interest	<p>I/we agree that the Ownership and legal possession of the Property shall always remain with the Society notwithstanding any conditions mentioned anywhere else with a mere license given to us to develop the property and the Society shall at all times remain the owner of the old buildings and the new building/s.</p> <p>I/we agree YES / NO</p> <p>I/we agree that we shall be granted a mere license which shall be revocable by the society to reconstruct the building as per provisions of the RFP and Development Agreement.</p> <p>I/we agree YES / NO</p> <p>I/we agree that I/we shall not mortgage or pledge Society's assets including but not limited to land and existing members component or create any third party Interest in any manner whatsoever</p> <p>I/we agree YES / NO</p> <p>I/we agree that I/we shall not mortgage, lien and/or pledge Sale Component to any other Society or Landowner as security towards completion of their project.</p> <p>I/we agree YES / NO</p> <p>I/we agree that we shall not sublet the work. I/we shall not directly or indirectly form any joint venture with any person or party/parties at any point or stage of Redevelopment.</p> <p>I/we agree YES / NO</p>
103.	Society's right to appoint PMC, Engineer, Architect, Consultant/s	<p>(1) I/we agree that the Society will appoint Project Management Consultant, Engineer, Architect, Lawyer, Chartered Accountant, or any other person for acting on behalf of or in conjunction with or as agent or as servant of the Society for advising, monitoring, supervising, coordinating, controlling, representing or doing any act on behalf of the Society and in relation to Redevelopment work, and appointment of such person/s and their role, functions, rights etc. shall be informed to the Developer.</p>

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		<p>(2) I/we shall extend full cooperation to such person/s / agency/s and also supply / satisfy them with requested information in the form of drawings (Hard copies), documents etc. whatsoever at no extra cost.</p> <p>I/we agree YES / NO</p>
104.	Drafting of Definitive Documents	<p>The Legal Consultant appointed by the Society shall prepare a draft of the Development Agreement for consideration and approval by the Developer which will generally be in conformity with the RFP Document and the terms and conditions agreed during the subsequent discussions / negotiation forming part of the bidding process. The drafts of, Power of Attorney (POA), Individual Flat Agreement termed as Permanent Alternate Accommodation Agreement (PAAA), Indemnity Bond and additional writings shall also be prepared by the Society's Legal Consultant.</p> <p>I/we agree YES / NO</p>
105.	Installation and Deinstallation of Utilities	<p>(1) I/we shall be solely responsible to pay the deposits and the applicable charges to de-install all the meters of electric, water and gas connections at the time of taking possession of Society's property for redevelopment.</p> <p>(2) I/we shall get electric meters and water meter reinstalled entirely at my/our own costs and efforts on/or before providing Permanent Alternate Accommodation to the existing members entirely at my/our own costs and efforts. The Society shall accept possession only with installation of water and electric meter.</p> <p>(3) I/we shall get Mahanagar Gas line reinstalled at my/our own costs and efforts within 30 days of OC</p> <p>(4) All existing deposit of electric, water and gas connections to be refunded to the respective members and new deposits payable towards said meters of electric, water and gas connections shall be paid by the respective members.</p> <p>I/we agree YES / NO</p>

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106.	Raw / sans-fittings premises	<p>I/we agree that we shall be permitted to offer any raw / sans-fittings premises to any existing members or new proposed members subject to following conditions:</p> <p>(1) Possession of any raw / sans-fittings premises shall only be offered only after full OC cum BCC</p> <p>(2) All structural work and civil work shall be strictly as per approved plan.</p> <p>(3) There shall be no modification of structural elements, and safety of the building shall be ensured</p> <p>(4) Respective members shall pay interest free deposit of Rs. 500/- per SFT to the Society while carrying out civil / interior work in their respective new premises to secure compliance by the member with Society regulations and resolutions pertaining to such activities and balance amount from such deposit after deductions of costs shall be refunded by the Society within 6 months of completion of work.</p> <p>(5) The respective member shall submit an undertaking / indemnity to the Society prior to start of any work.</p> <p>(6) I/we shall mention the same in sale agreement of all such premises</p> <p>I/we agree YES / NO</p> <p>(7) In such a scenario, I/we shall be responsible for obtaining full OC cum BCC, and the Society shall not be responsible for the same.</p> <p>I/we agree YES / NO</p> <p>(8) I/we offer a rebate of Rs. _____ per SFT on new Usable RERA Carpet Area for existing members to members opting for Bare shell / raw / sans-fittings premises</p>
107.	Name of the Society	<p>I/we agree that the name of the new Society shall remain "Everest Apartments CHSL" after redevelopment.</p> <p>I/we agree YES / NO</p> <p>The name of the building/s shall be mutually decided by Developer and the Society, and such name shall be approved in SGBM of the Society.</p> <p>I/we agree YES / NO</p>

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108.	Right To Common Areas	<p>I/we agree to the following</p> <p>(1) The rights to all common areas including stilt, podiums, basements, common compound, common services / utilities, terraces, free of FSI part terraces, lobbies, society office, fitness centre, refuges, etc. shall always remain with the Society and no third party right shall be created on the same.</p> <p>(2) The rights to all common terraces, free of FSI part terraces shall always remain with the Society.</p> <p>(3) The rights to all decks / balconies appurtenant to sale premises which are counted in FSI constructed from sale component shall be retained by the Developer.</p> <p>(4) I/we shall not be allowed to put any commercial hoardings, display signages, bill boards, mobile towers, cellular sets, or any such technical equipment(s) of any mobile operator(s) and/or its agent, etc. on the stilts, podiums, basements, open ground, terraces, or anywhere else in the new complex including new building / premises</p> <p>(5) I/we shall not be allowed to create any part terrace without express prior written permission from the Society, and that too only in case any part terrace is absolute necessary due to planning requirements and only due to non-consumption of FSI. These part terraces shall be created in such a way that the only access is from common staircase. Further no doors or windows of any premises shall open into such part / pocket terraces. The common wall between such premises and part / pocket terrace shall be of 150 MM thick RCC.</p> <p>(6) I/we shall not be permitted to sell part / pocket terraces. The rights to any and all part / pocket terraces shall always remain with the Society.</p> <p>(7) I/we shall mention the same in sale agreement of all such premises abutting Part Terraces</p> <p>I/we agree YES / NO</p>
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109.	Cost of damage to neighbouring society	<p>I/we shall pay any costs, charges, and expenses for rectification of any damage, loss, repair, litigation etc to the neighbouring structure/s due to construction of our building from Handover Date to Final Completion Date, and I/we shall indemnify the Society and keep harmless from any liability for the same.</p> <p>I/we agree YES / NO</p>
110.	Drawings and approvals	<p>I/we agree to the following</p> <p>(1) I/we shall provide to the Society proposed conceptual architectural plans including all floor plans, overall layouts, amenities layout, elevations, and sections in AutoCAD DWG and PDF format for Society's approval prior to registration of Development Agreement.</p> <p>(2) The Society shall approve the conceptual architectural plans prior to execution of Development Agreement.</p> <p>(3) After approval of conceptual plans by the Society by a General Body Resolution, I/we shall provide to the Society all Municipal drawing for Society's review, verification, and approval in AutoCAD DWG format and PDF format before applying for respective permissions. The Society shall give its approval within 14 days of submission of such drawings. All suggestions of the Society shall be incorporated in the said drawings, if approvable in nature.</p> <p>(4) After approval of the above Municipal drawings by the Society, in case of any amendments are required in building plans, which affects the Members new residential premises (changes in carpet area, flat layout, room dimensions, main door location, floor to floor height, orientation, location and floor entitlement etc.), and/or there are major changes in the layout (increasing the number of flats per floor, reduction in areas of amenities, changes in members parkings, etc.), the same shall be evaluated by the Society within 21 days, and the Society shall approve the same, if deemed appropriate. All suggestions of the Society shall be incorporated in the said drawings, if approvable in nature.</p>

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		<p>(5) I/we shall provide to the Society the proposed plans for statutory approvals for Society's review, verification, and approval in AutoCAD DWG format and PDF format before applying for respective permissions. The Society shall give its approval within 15 working days of submission of such drawings.</p> <p>(6) Within 7 days of obtaining any approvals / permission / NOC, I/we shall submit a copy of such documents to the Society, with a copy to the PMC</p> <p>(7) I/we shall provide to the Society all architectural drawings, structural drawings, MEP drawings, services drawings, internal plumbing and electrical layout, proposed 3D elevation, etc. for Society's information only in AutoCAD DWG format and PDF format before starting the respective work</p> <p>(8) I/we shall provide to the Society internal plumbing and electrical layout for Society's approval in AutoCAD DWG format and PDF format before starting the respective work</p> <p>I/we agree YES / NO</p>
111.	Bar chart	<p>I/we shall also have to submit bar chart (CPM / PERT) with the Developer's note explaining sequence of milestones to be achieved by the Developer. The bar chart shall show all the milestones to be completed from the date of receiving the vacant building from the Society to the date of handing over the new premises to the Society after obtaining full OC.</p> <p>I/we agree YES / NO</p>
112.	Monthly progress report	<p>I/we agree that we shall submit to the Society, with a copy to PMC, a monthly progress report by 5th day of every month consisting of all details for each wing / building indicating the work completed during the previous month, time progress of work along with milestone wise progress, work to be taken during the following month, problems anticipated and suggestions to overcome such problems.</p> <p>I/we agree YES / NO</p>
113.	Quarterly meeting	<p>I/we shall arrange for a quarterly meeting and/or on need basis with the Managing Committee, PMC, and the Developers representative to discuss any matters relating to redevelopment and its progress.</p> <p>I/we agree YES / NO</p>

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114.	Documentation on completion of the project	<p>I/we shall provide to the Society the following within 15 days of completion of work and obtaining full occupation certificate, and building completion certificate of all existing members, and sale building/s : –</p> <p>(1) Complete set of as built working drawings of the structure and site development including architectural working drawings / details, structural working drawing / details, plumbing services drawing, electrical services drawing, fire services drawings, other services drawing, other working drawings in AutoCAD DWG format and PDF format. These drawings shall clearly show all the services like plumbing, drainage, electrical, sewage etc.</p> <p>(2) Original and scanned copy of applications, plans (in AutoCAD and PDF format), reports, undertaking, indemnity bonds, and other documents submitted for obtaining various permissions from various statutory authorities</p> <p>(3) Original and scanned copy approvals / permissions / NOCs obtained (IOD / Amended Plans / CC / CFO NOC / Parking NOC / MMRDA NOC / civil aviation NOC / MOEF NOC / wild life NOC All Other NOCs etc.) from various authorities including note sheets.</p> <p>(4) Original and scanned copy of correspondence by the Developer for the purpose of redevelopment of this project including BMC, MahaRERA, Collector, AAI, MMRDA, etc.</p> <p>(5) All Original and scanned copy of receipts, challans, demand notes etc. for any payments made to various statutory authorities</p> <p>(6) All the contracts with respective service providers and facilities manager along with their guarantees and warranties for their installation and services in the Project.</p> <p>I/we agree YES / NO</p> <p>I/we shall compensate Rs. 25,000/- per day penalty if the documents are not provided to the Society within 90 days of completion of work and obtaining full occupation certificate,</p> <p>I/we agree YES / NO</p>
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115.	Safety measures	<p>I/we shall observe and follow all safety measures and standard practice of construction to ensure safety of labourers, workman, our employees, our consultants, our contractors, visitors, Society members, its consultants, passing public, etc. I/we shall be solely responsible for any accident, damage, mishap or any occurrence of any other event, and I/we shall indemnify and shall keep indemnified the Society, its members, and its consultants at all times for any such act of.</p> <p>I/we agree YES / NO</p>
116.	PMC access, and Structural Consultants access	<p>(1) I/we agree that the PMC, Structural Consultants and its employees and representatives will be entitled to inspect the project of redevelopment of the said property on any working day and shall have unrestricted access to the site without requiring any prior permission of me/us.</p> <p>(2) I/we agree that the PMC, Structural Consultants and its employees, and representatives shall be deputed on site full time, and shall be entitled to inspect the project of redevelopment of the said property on all days at any time, and shall have unrestricted access to the site without requiring any prior permission of me/us.</p> <p>(3) I/we hereby agree to permit employees and representatives of the said PMC, and Structural Consultants to inspect the execution of the work of redevelopment by following site norms for safety.</p> <p>I/we agree YES / NO</p>
117.	Society access	<p>(1) I/we shall permit Managing Committee / Redevelopment Committee to visit the site freely with at least 24 hours written intimation through email to me/us. I/we shall not withhold such access to the site.</p> <p>(2) The visit of all / the any or all members shall be by request only to us, and subsequent prior written permission of the Society and the Developer, subject to the respective members following site norms for safety.</p> <p>(3) The Managing Committee / Society shall not interfere and/or disturb the Developer and/or its consultants, contractors, labourers and employees or disrupt the work on site, and any requests / comments / instructions shall be given in writing to the Developer only. The Managing Committee / Society shall follow all site norms for safety</p>

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		I/we agree	YES / NO
118.	Site office	<p>I/we agree at my/our own costs and efforts to provide the following,</p> <p>(1) To provide and maintain shared designated air-conditioned, water-proof site office admeasuring at least 200 SFT, with doors, windows, locks, bolts and fastening / sufficient for security, and also bare minimum Furniture such as cupboard, tables, chairs for PMC, and Society's shared use during the period of construction.</p> <p>(2) Cost of all utilities including electricity, water etc. made available at such site-office to be borne by the Developer.</p> <p>I/we agree</p>	YES / NO
119.	Transfer of development rights	<p>I/we shall not be permitted to transfer benefits of this redevelopment proposal or Development Agreement to any other company, any other third party in any form including by change in shareholding of the company subsidiary or constitution of the partnership firm, whatsoever, without express prior written approval of the Society</p> <p>I/we agree</p>	YES / NO
120.	Disputes and differences	<p>I/we agree that all differences and disputes that may arise between the Society and the Developer shall be first attempted to be amicably resolved at the level of senior management of the Developer and the Office bearers of the Society through correspondence and meetings.</p> <p>I/we agree</p> <p>In the event that any dispute does not get resolved as mentioned above within 30 days from the date of such reference to the senior management of the Developer and the Office bearers of the Society, the dispute will be referred to Arbitration before a sole arbitrator appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory reenactment or modification thereof for the time being in force and decision of the Arbitrator/s shall be final and binding on the Parties hereto.</p> <p>I/we agree</p>	YES / NO

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		<p>I/we agree that all arbitration proceedings shall take place at Mumbai and the courts in Mumbai shall alone have the jurisdiction in the matter. The language for the arbitration shall be in English.</p> <p>I/we agree YES / NO</p> <p>The fees of the Arbitrator shall if required to be paid before the Award is made and published shall be paid by the Developer. The costs of the reference and of the award including the fees, of the Arbitrator shall be at the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid. I/we agree YES / NO</p>
121.	Constitution of the company / firm	<p>I/we shall not make any changes to the constitution of the company / firm or amalgamate with any other company / firm or change any directors / partners in the company / firm or retire or exit any director / partners in the company / firm or make any change in their profit sharing ratio until the completion of the entire project, and up to completion of the Defect Liability Period without express prior written approval of the Society.</p> <p>I/we agree YES / NO</p> <p>I/we agree that we shall not sub-contract the work. I/we shall not directly or indirectly form any joint venture with any person or party / parties at any point of stage of Redevelopment.</p> <p>I/we agree YES / NO</p>
122.	Validity of RFP	<p>I/we agree that the validity of the offer / RFP shall be 180 days from the date of opening of RFP. The Society shall at its sole discretion be entitled to extend the said validity period.</p> <p>I/we agree YES / NO</p>
123.	Force Majeure	<p>(1) I/we agree that the time for completion of the New Building(s) and obtaining the full Occupation Certificate shall be subject to Force Majeure not attributable to the Developers.</p> <p>I/we agree YES / NO</p>

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		<p>(2) The term "Force Majeure" wherever used herein shall mean any event or circumstance or combination of events or circumstances as specified below that directly affects the Developers in the performance of their obligations in accordance with the terms of this RFP Document or the redevelopment project of the Society and includes and which are not attributable to any act or omission of the Developers:</p> <p>a. earthquakes, floods, inundations, landslide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the MCGM/ other authorities;</p> <p>b. order, injunction, or decree or judgement of any Court staying the construction activities or restricting the redevelopment of the Society, changes in policy of the Municipal Corporation or other authorities which restrict the redevelopment and/or any future prevention by way of any amendment in law or new law, rules or regulation applicable which adversely affects the redevelopment of properties across Mumbai City;</p> <p>c. acts of terrorism, war, hostilities (whether declared or not), invasion, rebellion, riots.</p> <p>I/we agree YES / NO</p> <p>(3) On occurrence of Force Majeure events, and as soon as is practicable but no later than 7 days from occurrence of such events, the Developers shall notify the Society of the same setting out the nature and extent of the Force Majeure/ event. Notwithstanding anything to the contrary, if any Force Majeure event occurs, time for compliance of the Developers' obligations shall stand extended by the period of time for which Force Majeure Event subsists. However the Developers shall continue paying the Monthly Displacement Compensation and such other monetary entitlements as the members may be entitled to and as specified herein but shall not be liable to bear or pay any penalties or liquidated damages owing to extension of Completion Period on account of Force Majeure Event...</p> <p>I/we agree YES / NO</p>
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		<p>(4) Notwithstanding the Force Majeure, the Developer shall not stop or delay the payment of the Monthly Displacement Compensation to the Members in any manner whatsoever.</p> <p>I/we agree YES / NO</p>
124.	Termination Clause, and Step in Rights	<p>(1) I/we shall agree to a mutually agreeable Termination Clause in Development Agreement.</p> <p>I/we agree YES / NO</p> <p>(2) I/we agree that the Development Agreement shall include a termination clause as per mutual discussion between the parties where under the Society will be entitled to terminate the Development Agreement if the Vacation Approvals are not obtained within a fixed timeline, all of which timelines shall be of the essence of the contract between the parties. I/we agree that in the event of such termination the developer shall not be entitled to claim from the Societies any reimbursement of any expenses, costs or charges incurred by the developer and the EMD and Security Deposit shall be forfeited by the Society. I/we agree that the consequences of such termination shall be outlined in the Development Agreement.</p> <p>(3) I/we agree that Subject to force majeure, the Society has the rights to terminate the Development Agreement immediately upon completion of the 48 (forty eight) months to be calculated from Handover Date, and if the work has not been completed, unless mutually agreed by the Society with the Developer, and get in another Developer to complete the project. I/we agree that the consequences of such termination shall be outlined in the Development Agreement.</p> <p>(4) I/we agree that the Society has the rights to Step-In clause immediately upon completion of the 36 (thirty six) months to be calculated from Handover Date, unless mutually agreed by the Society with the Developer, and get in another contractor to complete the project.</p> <p>(5) I/we agree that the detailed terms for Termination Clause and Step in rights shall be specified in the Development Agreement</p> <p>I/we agree YES / NO</p>

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125.	No other Understanding	<p>I/we agree that all communications either verbal or written, made prior to the date of submission of RFP are hereby abrogated and withdrawn unless such communications are made by way of addenda/ corrigenda/ explanation to the RFP.</p> <p>I/we agree that the Development Agreement alone shall be the final repository of all the terms and conditions between the Societies and the successful Bidder.</p> <p>I/we agree YES / NO</p>
126.	Documents to be Submitted by the Developer	<p>The following Documents along with the RFP:</p> <p>(1) The details of Bidder as per prescribed format in proforma A</p> <p>(2) Details of all completed / ongoing / upcoming projects by the bidding company and group as per prescribed format in proforma B</p> <p>(3) Financial details of the bidding company and the group as per prescribed format in proforma C</p> <p>(4) Complete details of all RERA complaints, pending litigation, and all completed litigation / arbitration resulting from contracts executed in last 5 years related to the Bidder, its associate company, group companies, proprietors, partners, directors etc, in respect of any projects being undertaken or completed as the case may be</p> <p>(5) Profile of the company, and short bio data, and previous experiences of the partners, directors, and other key personnel as applicable</p> <p>(6) Declaration stating shareholding pattern of the bidding company, and parent / flagship company</p> <p>(7) Latest Solvency Certificate from any scheduled commercial bank – public sector banks or private sector Indian banks except co-operative bank.</p> <p>(8) Certificate from practising Chartered Accountant certifying the net worth of the bidding company / group / partners as on 31/03/2024 along with basis and manner of calculations</p> <p>(9) Copies of income tax returns, audited balance sheet, profit and loss account for the parent company, and bidding company for the last 5 years ending 31/03/2024 duly certified by the practising Chartered Accountant.</p>

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		(10) Latest Form 3 of all ongoing Projects submitted to RERA I/we have submitted the above YES / NO I/we have also submitted the above documents in soft copy duly saved in pen drive (Proformas in MS Excel / Word format) in addition to signed hard copies. I/we have submitted the above YES / NO
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I/we agree that the Receipt of RFP does not create any Right / Commitment / Claim / Charges or any Liability on the Society / MC / RDC / PMC. Trust you will find our offer in line with your requirement and competitive.

Date : _____ Place : _____
Name : _____
Designation in Firm : _____

(Seal and Signature of the Developer)

ANNEXURE 1 – CONSTRUCTION SPECIFICATIONS AND AMENITIES

(1) General

- a. The Developer shall offer amenities as per provisions of this RFP and as specified by the Society in consultation with PMC.
- b. The Developer is at liberty to offer better or more amenities in his quotations after accepting the amenities specified by the Society in this Bid Document. Any variation in amenities proposed by the Developer shall be stated with detailed clause number/s.
- c. All amenities to be provided shall be of highest quality in workman like manner. The work shall be executed in accordance with best modern practices.
- d. All fittings and fixtures to be used as specified in list of approved materials and suppliers. The brands stated may be replaced by alternate / equivalent brands subject to express prior written approval from Society in consultation with PMC. The further details of amenities, electrical points, plumbing layout, door and window schedules, flooring, tiling, dado's, kitchen platforms etc shall be worked out at the time of finalizing the working drawings based on following list of amenities and list of approved materials and suppliers. These specifications are not intended to cover the minute details.
- e. The Society in consultation with PMC reserves the right to alter, modify or change specifications as per requirements of the Society but within specified amenities / fittings / fixtures etc. on equivalent basis in terms of value. The Society in consultation with PMC reserves the right to specify other equivalent brand as may be approved at the discretion of the PMC after verifying the quality thereof. All design, drawings, specifications, amenities, finishes etc. shall be as approved by the Society in consultation with PMC.

(2) General Construction Specifications.

- a. The total construction shall be as per relevant Indian Standard Code of Practice.
- b. All Construction Specifications will be as per latest BIS / NBC Codes.
- c. Material's Specifications will be of ISI or Quality Standards exceeding to ISI and as per NBC.
- d. All materials for incorporation into the works shall be of the best quality of their respective kinds and will adhere to the requirements of the latest edition of the relevant Bureau of Indian Standards or any other equivalent quality standards prevailing in the Trade and/or approved by the Society in consultation with the PMC.
- e. The specifications and finishes to all common areas and external treatments to all buildings / wings shall be identical. No difference shall be permitted by the Society.

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(3) Layout Amenities

- a. Beautiful landscaped garden with hardscapes, softscapes, adequate seating capacity etc.
- b. Jogging track
- c. Senior citizen area with hardscapes, softscapes, adequate seating capacity etc.
- d. Kids play areas with various equipment
- e. Basketball / Football court
- f. Outdoor party decks
- g. Reflexology pathway
- h. Pet Paradise
- i. Air-conditioned club house, gymnasium, well equipped fitness centre, yoga room, steam room, sauna room, jacuzzi, including wash room, change room, and provided with equipment.
- j. Community Hall
- k. Fully furnished, air-conditioned Societies office with toilet, intercom, telephone facilities, cupboards for storage, etc. complete; of maximum permissible area as per BMC norms.
- l. Toddlers play area and creche
- m. Terrace lounge / garden with seating area, and pantry
- n. Adequate size swimming pool which is sustainable in terms of energy saving
- o. Conference Room
- p. Office

(4) Planning

- a. The buildings will be planned for High-rise residential tower with modern elevation
- b. The Developer shall take into consideration the orientation, location and floor of existing flats while planning of the building.
- c. All rooms shall be of standard / minimum sizes required by the Society. All living rooms and bedrooms shall not have any dimensions less than 3.35 M. The Society's requirement is for spacious rooms as per their existing rooms sizes.
- d. Adequate care shall be taken for proper cross ventilation and proper natural lighting in all flats.
- e. Natural ventilation, and natural lighting to be provided in all living rooms, bedrooms, kitchens, and toilets
- f. There shall not be any variation in external elevation, common lobbies, staircase, lift façade, entrance doors, all common amenities etc.
- g. Decks / balconies to be planned in living room, as per Society's requirements
- h. Dry area with window to be planned in kitchen.
- i. Servants toilet at podium, ground floor, basements etc.

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- j. The plot shall be filled to make formation level at-least 0.30 M above existing road level and the stilt level shall be at-least 0.15 M above the formation level.
- k. Provisions for fitout elevator (which can later become an additional service elevator) with separate loading / unloading dock for material, material storage area during fitout

(5) RCC

- a. The RCC structure shall be framed structure designed for earthquake resistance with all due consideration for dead load, wind forces and seismic forces as per relevant IS code and National Building code.
- b. All the RCC works viz. Pile Foundation Open Footings, RCC Plinth beams, Floor, Beams, RCC Columns, Staircase, Lift well, RCC Over Head Tanks, Under Ground Tanks, Lift Machine Rooms, RCC Loft over Bathrooms, W.C. and Kitchen etc. shall be as per IS 456 and shall be designed for Earth Quake Forces and Wind Forces as per IS 1893 and as per Drawing.
- c. The type of construction / foundation will be as per the geological soil investigation report.
- d. The structural design shall also be approved by the Architect and Structural Consultant.
- e. The minimum grade of concrete for all RCC work including columns, beams, slabs, etc. shall be a minimum of M60 and shall increase as per height and wind factor.
- f. The minimum grade of reinforcing steel shall be corrosion resistant Tor TMT FE 600D or better for all diameter steel and shall be primary grade of ISI make.
- g. The minimum grade of cement used in RCC shall be of grade 63 ordinary Portland cement for structural work. Cement used in non-structural work shall be of grade 53 ordinary Portland cement.
- h. Columns on RAFT foundation as per Structural Engineers requirement.
- i. Horizontal tie beams at the stilt level thereby enhancing the structural stability of the building as per Structural Engineer Requirement
- j. Appropriate and approved construction chemicals and concrete additives shall be used to protect the reinforcement from corrosion.

(6) Structure

- a. All external walls shall be 250 mm thick RCC external wall (excluding plaster) with aluminium shuttering (mivan style).
- b. All internal walls shall be minimum 175mm thick Autoclaved Aerated Concrete (AAC) Blocks (excluding plaster) with thin bed mortar.
- c. Internal Walls between Flats shall be of minimum 200 mm thick AAC Blocks (excluding plaster) with thin bed mortar.

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- d. All toilet internal walls where water supply pipes, drainage pipes or any other pipe are to be laid shall be 150 mm thick AAC Blocks (excluding plaster) with thin bed mortar.
- e. Parapet Walls for Podium and Terrace shall be minimum 200 mm thick Autoclaved Aerated Concrete (AAC) Blocks and Clear Height Should not be less than 1.50 M.
- f. All internal wall shall be applied a layer of anti-capillary waterproof coat.
- g. PU foam to be applied in gaps between wall, and RCC structure
- h. External Plaster shall be minimum 20 mm thick with sand finish in two coats with 1:4 proportion for first coat of minimum thickness 12 mm and 1:3 proportions for second coat of minimum thickness 8 mm. For both coats of plaster, waterproofing chemicals of adequate quantities, as recommended by the manufacturers, shall be added.
- i. All internal surfaces shall be first finished with rough sand and cement plaster which will be then finished with branded gypsum and finally wall putty. Paint shall be applied later.
- j. Chajjas of 0.90 M must be provided on the façade, ahead of each window and deck to avoid rain water from coming into the units.

(7) Common

- a. Designer double height entrance lobby shall be with combination of Italian Marble, Indian Marble including full height dado as per approved design.
- b. Minimum 4 (four) automatic high speed of at least 3.00 m/s lifts with access control for 4 Flat or part thereof per wing having minimum capacity of 15 persons as specified as per approved design and make. These shall be excluding fire lifts, on mid landing if any. There shall be at least 2 (two) lift having clear depth of car of 2.40 M so as to enable to transport stretchers / goods from lowest level up to terrace level.
- c. Designer lift lobby to be provided at all floors including Granite or Marble jambs around lift openings at all floors.
- d. All common passages and lobbies shall be naturally ventilated, and have provision of Air Conditioning. Provision for VRV/VRF unit, and slab to take its load should be provided for each unit.
- e. Separate ducts shall be provided for Electrical Ducts, Communication Ducts, Fire Ducts etc. ensuring fire retardant concrete used in shafts of every floor, as opposed to the standard hollow shafts, which helps contain fires.
- f. Cabling for local video cable connection or DTH connection to all new premises shall be provided. ED/LV shaft of each wing shall be of sufficient size to accommodate wiring / boxes of at least two vendors.
- g. Cabling for MTNL / Alternative telephone line shall be provided to all new premises.
- h. Uniform Decorative name plate should be provided to all flats at all floors

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- i. Uniform Decorative Name Plate in entrance lobby on ground floor in each wing displaying names of all members of that particular wing
- j. The staircase area shall be provided with mid-landing and landing flooring of combination with Natural Stone, Marble and Granite.
- k. Single piece granite or vitrified tiles for treads and risers for all staircases as approved by Society in consultation with PMC. 150 mm high marble, granite or natural stone skirting to be provided for staircase, landing and mid-landing.
- l. Decorative railing for staircase as approved by Society in consultation with PMC
- m. New Decorative compound wall with Decorative Pillars / Gates.
- n. Paver blocks / Tremix Concrete flooring with joints for open ground.
- o. Common resting area with toilets having minimum 1500 SFT for watchman / drivers / other staff etc. as per Society's requirement.
- p. Common toilets for watchman / drivers / domestic help etc. on stilts / podiums / basements as per Society's requirement and as maximum permissible by BMC.
- q. Quarters with bunk bed for 1 staff per every flat with Toilets.
- r. Signage on all floors entry / exit.
- s. Provision of installation of common DTH on terrace as per Service Providers Guidelines
- t. Sleeves at Terrace parapet for water supply.
- u. Water outlet for plants in each balcony of all flats with proper drain pipes to be connected in the ducts.

(8) Security System

- a. Central BMS room for all services
- b. CCTV Area surveillance systems in entrance lobby, all floor lobby, passages, basement, podiums, parking areas, Society office, fitness centre, gardens, and all common areas and surroundings connected to each security desk on ground floor, and central BMS room. Adequate no. of cameras shall be provided to cover all common areas within the building, and complete complex including podiums, basements, entry, exits etc.
- c. All entry and exit shall have a watchman / security cabin with surveillance equipment connected to central BMS Room.
- d. All entrances halls of all wings shall have security desk with intercom and video connection to all new premises in the whole complex.
- e. All such security desk shall be inter-connected to all flats and central BMS room.
- f. All surveillance equipment shall have DVR capacity for 60 days storage of recordings
- g. Video Door Phone for each new premise inter-connected to all security desk, security cabin and new premises in the whole complex.
- h. Proper car entry and exit system with car entry tags, and RFID automated Boom Barrer system.

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(9) Common Services

- a. Adequate capacity underground and overhead RCC water storage tank with bore well and dual water supply system as per BMC norms to ensure 24-hour uninterrupted adequate potable water supply..
- b. Underground RCC water storage tank shall be provided with submersible pumps, auto level controller, starters, electrical cables etc. complete of approved make.
- c. Fire fighting System along with fire alarm, automatic sprinkler / hooter system etc. complete as per CFO's requirement and as specified.
- d. Electric Sub-station of adequate capacity as per statutory requirements
- e. Auto starter diesel generator (DG) with adequate power backup for all essential common services including at least 1 lift per wing, water pumps, fire pump, and lighting in common areas..
- f. Rain water harvesting as per statutory requirements.
- g. Vermi-culture pits as per statutory requirements.
- h. Anti-termite treatment to complete project – Pre-Construction as well as Post-Construction.
- i. Well designed garbage disposal system shall be provided
- j. Suitably sized Garbage Chutes with openings on every floor.
- k. Water proofing to all wet surfaces including toilets, baths, WCs, kitchen nahani's, terraces, chajja's, Lift Machine Room top, canopies etc. from approved agencies with ten year's guarantee to be given by the water proofing company in favour of Society on stamp paper.
- l. Brick bat coba waterproofing shall be done for all the floors of toilets, baths, WCs, terrace and also for laying of underground drainage plumbing lines
- m. Landscaping on terrace.
- n. Bore wells including the necessary electrical connection along with submersible pumps and automatic water controller shall be provided as per BMC rules and regulations for flushing purposes
- o. Sewage Treatment Plant including necessary equipment, as mandated by MOEF / BMC
- p. Organic Waste Converter of required capacity including necessary equipment, as mandated by MOEF / BMC
- q. Arrangement for mounting of split AC in all living rooms and bedrooms including provision of brackets for outdoor units, power supply, conduit arrangement etc.
- r. Provision for VRV / VRF in all living rooms and bedrooms.
- s. 5 star rated 3.0 ton Inverter Split AC utilizing copper pipes with panelling in living rooms
- t. 5 star rated energy saving 2.0 ton Inverter Split AC utilizing copper pipes with panelling in all bedrooms

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- u. False Ceiling for concealing visible Firefighting Pipes visible in each room in all premises.
- v. Meter cabin of adequate size at ground floor
- w. Adequate sensor-based lighting to whole complex including stilts, basements, podiums, streets, roads, pavements, gardens and all other common areas. At least 30% of the lights shall be fixed lights.
- x. Adequate Infrastructure like layout / internal roads, storm water drains, street lighting etc. for whole complex, and as approved by statutory bodies
- y. Lightning arrester shall be provided of approved make

(10) Electrification

- a. Adequate provision for electric points for lights, LED Light Fixtures, fans, exhaust fans, bell points, plug points, power points etc. as per approved design and specification.
- b. Adequate electrical points in kitchen for lighting, fan, exhaust fan, refrigerator, microwave, dishwasher, water filters, mixtures, power points, plug points etc. as per approved design and specification.
- c. Adequate electrical points in toilets / bath / WC for lighting, exhaust fans, fans, water heating purposes, Razor / Hair Dryer etc. as per approved design and specification.
- d. All switches, switchboards, fittings and fixtures shall be modular of approved make.
- e. Surface Box LED Lighting Fixtures for all rooms as per Society's requirement
- f. BLDC Fans in all rooms
- g. All fixtures provided shall be energy efficient of 5-star rating
- h. AC / TV / Cable / Internet TV / LAN Point in all habitable room.
- i. Two fibre optic internet connection in each new premises.
- j. Provision of 2 Wi-Fi router with each new premises so as to cover entire new premises.
- k. Wiring for telephone to all habitable rooms and kitchen.
- l. Provision for Washing Machine, and Dryer in Dry area of Kitchen.
- m. Provision for large sized (2.01 M length x 1.40 M depth) refrigerator in Kitchen.
- n. MCB and ELCB shall be provided in each flat with independent circuits and circuit breakers.
- o. Three phase electrical supply with proper earthing to all new premises.
- p. Excellent quality concealed electrification with fire retardant ISI mark cables, wires, pipes etc. of approved make.
- q. Adequate electrical works in compound, gate, common service areas, podiums, stilts, staircase, common passages, terrace, lift machine room, etc where ever required.
- r. The total electrification shall be concealed and the fittings and fixtures provided shall be of 1st quality of approved make.
- s. All electrical units in common areas shall be water and tamper proof.

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- t. All electrical works to comply with regulation of electricity board and electric supply and company.
- u. Location and type of fitting and fixtures should be approved by the Society in consultation with PMC before starting electrical work
- v. Adequate EV charging points, and infrastructure for electric vehicles with access control covering all vehicles. There shall be at least one point for every 4 car parking spaces.
- w. All electrical fixtures shall be of 5-star rating
- x. Minimum number of Electrical Points to be provided shall be as follows

Room	Ceiling LED Light	Fan	AC. Points	TV cable Points	Telephone /internet Points	5A Points	15A Points	Exhaust Fan
Living	8 Nos	4 Nos	4 Nos	2 Nos	3 Nos	8 Nos	3 Nos	
Dinning	4 Nos	2 Nos	2 Nos		1 Nos	4 Nos	1 Nos	
Kitchen	5 Nos	2Nos	1 Nos		1 Nos	5 Nos	5 Nos	1 Nos
Bedroom	4 Nos	1 Nos	1 Nos	1 Nos	2 Nos	6Nos	2 Nos	
Toilet	2 Nos					2 Nos	1 Nos	1 Nos
Passage	2 Nos					2 Nos	1 Nos	

(11) Plumbing, Water Supply and Drainage

- a. Excellent quality of concealed plumbing, pipes and fittings.
- b. Total concealed plumbing shall be of ISI Mark 1st quality C-PVC.
- c. ISI Mark 1st quality C-PVC pipes and fittings of approved make for external looping and down-takes.
- d. Bore wells including the necessary electrical connection along with submersible pumps and automatic water controller shall be provided as per BMC rules and regulations for flushing purposes. The Under Ground Drainage pipes shall be of the best quality SWG pipes and fitting with box connecting
- e. All vertical drainage and rain water pipe lines and water supply work up and including drainage connection to the Sewage line and water connection to the BMC water main including Water master and be carried out through Licensed as per BMC requirement.
- f. All vertical downtake water supply and drainage pipes shall have spacers
- g. All junctions of vertical downtake water supply pipes shall use Strainers
- h. Necessary points for water purifier, dish washer, washing machine shall be provided at suitable location
- i. MS lockable Glass Fibre Reinforce Drainage chambers with Polyester Resin shall be provided as per BMC specifications

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- j. External downtake pipes should be designed to ensure proper pressure is achieved for all floors with common downtake piping for two successive floors or as designed by the MEP consultant with separate lines for the Kitchen, bathrooms, toilets, etc.
- k. External downtake pipes should be provided with accessible shut-off valves, for each entry point to the Flat, inside the Flat, to allow tap repairs without shutting off supply to other floors.
- l. Each bathroom, kitchen, and dry balcony should have an emergency shutoff valve, accessible from inside.
- m. Separate line (inlet and outlet connections) for Water Purifier and separate inlet and outlet for washing machine, separate inlet and outlet for dishwasher.
- n. To avoid damage/defacement of external walls due to dripping of condensed water from the drainage pipes of AC units, some provision be incorporated so that the AC water is drained down safely in a concealed manner

(12) Kitchen

- a. MGL gas connection in Kitchen for cooking and heating
- b. Integrated fully complete Modular Kitchen with branded SS trolleys, SS baskets, SS channels, SS brackets, with under counter storage, over counter storage, 5-burner hob, Chimney having concealed exhaust duct pipe having wholesale value of about Rs. 5.00 lakhs per modular kitchen as approved by the Society
- c. Water purifier of approved make with arrangement of power, water supply and drainage
- d. Kitchen platform shall be either 'L' shaped, 'U' shaped or on opposite walls as approved by the Society in consultation with PMC.
- e. Main kitchen platform with conventional 675mm wide, 19mm thick granite platform on top and below with kadappa infrastructure including granite fascia patti with moulding to prevent water spillage as per approved design and specification.
- f. Second platform with 675mm wide, 19mm thick granite platform on top and below with kadappa infrastructure including granite fascia patti with moulding to prevent water spillage as per approved design and specification.
- g. Double bowl stainless steel silent sink with drainboard of 304 grade and Integrated waterfall, pull out and RO Faucet with a minimum size of 600 x 450 x 250 mm of approved make.
- h. The kitchen sink shall be provided with hot and cold mixture sprout as per design and specification approved by Society in consultation with PMC.
- i. Proper arrangement shall be provided for dish washer like power, water supply and drainage in kitchen.
- j. Exhaust fans in Kitchen of approved make.

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- k. Integrated fully complete Modular Kitchen with branded SS trolleys, SS baskets, SS channels, SS brackets, with under counter storage, over counter storage, 5-burner hob, Chimney having concealed exhaust duct pipe

(13) Bath, WC and Toilets;

- a. All Sanitary fittings and fixtures provided shall be of 1st quality
- b. European Wall mounted toilets with concealed dual flush system
- c. Branded electric based storage type water heaters (50 litre capacity) in all bath / toilets of approved make.
- d. Branded instant induction electric based storage type water heaters (6 litre capacity) in Kitchen, and Servant toilets of approved make.
- e. Exhaust fans in bath / WC / toilet of approved make.
- f. Bathrooms / Toilets shall be fitted with all hardware's, accessories like mirrors, glass shelf, curtain rod, soap dishes, stainless steel towel rack, toothbrush holder, towel ring, shower trays with slip resistant coating, grab bar, etc. complete as per approved design and specification
- g. Common Wash Basin mounted on marble countertop with vanity storage below.
- h. Counter top Wash Basin with vanity storage shall be provided in all toilets.
- i. Hot and cold water diverter including sprout and shower etc. complete in bathroom and toilets of approved make as per approved design and specification.
- j. Hot and cold water mixture in hand wash basins as per approved design and specification.
- k. CPVC class galvanized pipes and ring pipe fittings of approved make for external looping and down-takes as specified.
- l. Proper arrangement shall be provided for washing machine like power, water supply and drainage.

(14) Paints;

- a. Basement to be finished with Cement Plaster and cement paint.
- b. Podium to be finished with Cement Plaster and cement paint.
- c. Common passages walls to be finished with textured paint.
- d. Velvet Touch / Luster paint for all internal surfaces.
- e. Elastomeric acrylic emulsion weather coat paint to all external surfaces
- f. Lift Machine Room to be finished with Cement Plaster and cement paint with two coats of distemper paints on walls and ceilings.
- g. Lift ducts to be internally finished with cement plaster and paint

V6– REVISED DRAFT FOR DISCUSSION WITHOUT PREJUDICE – PRIVATE AND CONFIDENTIAL – 24/12/2024**(15) Tiling and Flooring's;**

- a. 3000 X 2400 mm joint-free Italian Marble in living room as per approved design and specification. 100 mm high Italian marble skirting flush to wall matching with design of flooring.
- b. 1200 x 2400 mm joint-free, Italian marble flooring with matt finish in all bedrooms, passages as per approved design and specification. 100 mm high Italian marble skirting flush to wall matching with design of flooring.
- c. 600 x 600 mm anti-skid tiles in flooring, and 450 x 450 mm full height up to ceiling ceramic tile dado with border and motif on all walls of kitchen of approved make as per approved design and specification. 100 mm high vitrified tile skirting flush to wall matching with design of flooring.
- d. 600 x 600 mm Anti-skid vitrified tiles in flooring and 600 x 600 mm full height up to ceiling vitrified tile dado on all walls of bath / toilets / WC. All tiles will be designer colour tiles of approved make as per approved design and specification.

(16) Door;

- a. 75 MM thick and 1200 mm wide Decorative entrance door with marine grade wood solid core veneer finish flush door with all hardware fittings including smart digital lock, swing bar lock, aldop, tower bolt, telescopic peep hole, handle, door stopper etc. complete of approved make as per approved design and specification.
- b. 50 MM thick and 1050 mm wide marine grade wood solid core veneer finished flush doors to all bedrooms and kitchens with all hardware fittings including mortis lock, tower bolt, handle, door stopper etc. complete of approved make as per approved design and specification.
- c. 900 mm wide Water proof marine grade solid core veneer flush doors to Bath / WC / Toilet with all hardware fittings and fixtures including locks etc. complete of approved make as per approved design and specification.
- d. Safety Guard Door for each flat with brass fittings and fool proof locking arrangement including safety chain, lock, aldop, tower bolt, handle, door stopper etc. complete of approved make as per approved design and specification.
- e. All door frames shall be of Teak Wood with double pattis including moulding.
- f. All toilet door frames shall be of Marble / Granite with double pattis including moulding
- g. All hardware fittings shall be of Stainless Steel of premium quality as per approved design, specification and sample to the complete satisfaction of the Society in consultation with PMC.

(17) Windows;

- a. Anodized / Powder Coated Aluminium full height Sliding Windows with double glazing units / insulated glass units to reduce sound of 1 1/4" or 1 1/2" series with plain / frosted / tinted toughened glass with all hardware fittings and fixtures including locks etc. complete of approved make as per approved design and specification. For windows with more than 1.50 M in height, aluminium door sections shall be used
- b. All living room and bedroom windows shall be full height sliding windows (no fixed glass component apart from safety glass section) with a full height and should not have any fixed windows component.
- c. Granite sills with double pattis including moulding to all windows
- d. Window frames shall be of Granite with double pattis including moulding
- e. External mild steel 10 mm square bar security grills with opening for fire rescue for all windows / ventilators as per design and specification approved and as per BMC approvals.
- f. 1200 mm high SS and glass railing outside windows in all rooms.
- g. All hardware fittings shall be of SS as per approved design, specification and sample to the complete satisfaction of the Society in consultation with PMC.
- h. SS Mosquito Net / sliding window in rooms / Mesh for Bathroom / WC / Toilet window.

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LIST OF APPROVED BRANDS

1.	Cement – OPC	Ultra-tech, Gujarat Ambuja
2.	Cement – PPC	Ultra-tech, Gujarat Ambuja, Birla
3.	White Cement	Birla, JK
4.	Mild, Tor steel (TMT) Grade 600 and type TMT (Thermo Mechanically Treated)	JSW, Tata, SAIL
5.	Screws	G.K.W. Nettefold, C.P. finished.
6.	Bricks	Ordinary Clay burnt bricks of any brand conforming to IS 1077
7.	AAC Blocks	Ultratech, HIL
8.	Ceramic Tiles	NITCORAK, Jhonson
9.	Vitrified Tiles	NITCO,, RAK, Porcelanosa
10.	Engineered wooden Flooring	Pergo
11.	Chequered Tiles, Paver Blocks	NITCO
12.	Adhesive, Grout	Pidilite, MC Bauchieme, Roff Chemicals., Fosroc Laticrete, Saint Gobain
13.	Solid core flush Shutter	Anchor, Green
14.	Window	Tostem, Aluk
15.	Hardware	Dorset, Hafele
16.	Locks	Hafele, Godrej, Yale.
17.	External Paints	Asian, ICI, Jotun including anti fungus treatment, crack and weather protection
18.	Internal Paints	Asian (Royale), Berger
19.	Putty	Birla wall putty
20.	Cement Paint	Supremcem, NitcoCem
21.	Acrylic Paint	Asian Paint
22.	Waterproofing	Fosroc, Sunanda
23.	Chemical Admixtures and Waterproofing compounds	Sunanda Chemicals, Fosroc
24.	Silicon Sealants	Dow Corning, GE, Pidilite, Mccoy Soudal
25.	Polysulphide sealants	CICO, Pidilite, Sika
26.	Glass	St. Gobain, ASAHI
27.	Plastering adhesive	MC Bauchemic, , FOSROK, Sunanda
28.	Gypsum Board	India Gypsum, Knoff

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29.	Waterproofing works	Overseas, Xypex, Fosrok, Pidilite, Sunanda
30.	Lift	Schindler, Kone, Thyssenkrupp, Mitsubishi
31.	Modular Kitchen	Nolte, Hackers
32.	Sink	Hafele (Soundproof)
33.	Exhaust Fans	Crompton Greaves, Havells
34.	BLDC Fans	Crompton Greaves, Atomberg (BLDC with Alexa control)
35.	Light Fixtures	Philips, GE, Bajaj
36.	LED Light Fixtures	Philips
37.	Split Air Conditioner	Daikin, Mitsubishi, O General
38.	VRV / VRF	Daikin, Mitsubishi, O General
39.	Electrical Switches and Switchboards	Legrand, GE
40.	Electrical Mainboards	Legrand
41.	MCB's and ELCB's	Legrand
42.	Electrical Wiring and Cables	Polycab
43.	Electrical Pipes	Precision
44.	Motor Starter	L and T, Siemens
45.	Hydro Pumps, panels and Equipment and Fire and sprinkler Pumps	Grundfoss, Kirloskar
46.	Water Pumps	Grundfoss, Kirloskar
47.	Sanitary Ceramic Fixtures	Toto, Kohler
48.	Plumbing Hardware	Kohler, Hansgrohe
49.	Galvanized Pipes and Fittings	Tata
50.	C-PVC Pipes and Fittings	Prince, Astral, Finolex
51.	CI Pipes	Neco
52.	Drainage Chambers	Everlast, Duraa
53.	CCTV and Video-Door Phone	Panasonic, Siemens
54.	Security Apparatus	Panasonic, Siemens
55.	Electric Storage Water Heater	Racold
56.	Water Meter	WH Brady

Note: The above amenities list is not exhaustive. Complete amenities list shall be finalized by the Society in consultation with PMC at the time of Development Agreement.

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ANNEXURE 2 – CARPET AREA DETAIL

Unit No	Carpet Area in SFT	Basement Car Parking Spaces	Open Car Parking Spaces
11A	955	1 Nos	
11B	805	1 Nos	
12	1,290	1 Nos	
13	1,035	1 Nos	2 Nos
21A	955	2 Nos	2 Nos
21B	805		
22	1,290		2 Nos
23	1,035		1 Nos
31A	955	1 Nos	3 Nos
31B	805		
32	1,290	1 Nos	1 Nos
33	1,035		1 Nos
41	1,760	1 Nos	1 Nos
42	1,290		
43	1,035	1 Nos	1 Nos
51	1,760	2 Nos	2 Nos
52	1,290	4 Nos	2 Nos
53	1,035	2 Nos	
61	1,760	2 Nos	
62	1,290	1 Nos	1 Nos
63	1,035	2 Nos	1 Nos
71	1,760	1 Nos	2 Nos
72	1,290	1 Nos	1 Nos
73	1,035		1 Nos
81	1,760	1 Nos	2 Nos
82	1,290	1 Nos	3 Nos
83	1,035	1 Nos	
91	1,760	1 Nos	1 Nos
92	1,290	2 Nos	
93	1,035	1 Nos	1 Nos
101	1,760	2 Nos	1 Nos
102	1,290	1 Nos	1 Nos

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103	1,035		2 Nos
111	1,760	1 Nos	1 Nos
112	1,290	2 Nos	1 Nos
113	1,035		1 Nos
121	1,760	2 Nos	
122	1,290		1 Nos
123	1,035	1 Nos	1 Nos
131	1,760	2 Nos	1 Nos
132	1,290	1 Nos	2 Nos
133	1,035		1 Nos
141	1,760	2 Nos	1 Nos
142	1,290	1 Nos	
143	1,035	2 Nos	
151	1,760	1 Nos	1 Nos
152	1,290		2 Nos
153	1,035	1 Nos	
Sub -total	61,275	51 Nos	48 Nos

I/we accept the existing carpet area and other areas as provided by the Society. I/we shall not dispute the same in future.

Seal and signature of Bidder

Name and Designation of Signatory

Date :

Place :

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PROFORMA A – DETAILS OF BIDDER

1.	Details of bidding company a. Name of the bidding company b. Year of establishment c. Commencement of business	
2.	Details of group a. Name of the group b. Name of the parent company c. Year of establishment d. Commencement of business	
3.	Contact detail of company a. Telephone number of office b. Fax number c. Email address d. Website address	
4.	Name of Entity Involved for Execution of DA	
5.	Constitution (private limited / public limited / partnership / LLP etc.) a. Bidding company b. Parent company of the group	
6.	Nature of business carried on by the company	
7.	Name of all proprietor / partners / directors with addresses	
8.	Relationship between bidding company and parent company of the group	
9.	Shareholding pattern of the bidding company	
10.	Shareholding pattern of the parent / flagship company	
11.	Name of all proprietor / partners / directors common between bidding company and leading / flagship company of the group	
12.	Name of all group companies	

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13.	<p>Details of authorized person for discussion / clarification / negotiation.</p> <ol style="list-style-type: none"> Name of authorized person Designation in bidding company Office number with extension Mobile number Email address 	
14.	<p>Registration nos. of bidding company with</p> <ol style="list-style-type: none"> GST Provident Fund ESIC PAN Card Registrar of companies Registration with any Rating authority such as 9001, etc. Registration with any other state or Central Government department or undertaking 	
15.	<p>Details of Litigations / Arbitrations related to company, group companies, proprietors, partners, directors etc.</p> <ol style="list-style-type: none"> Number of litigations / arbitrations completed resulting from contracts executed in last 5 years ending 31/03/2024 Number of litigations / arbitrations pending resulting from contracts executed in last 5 years ending 31/03/2024 Number of pending litigations / arbitrations 	
16.	<p>Details of Complaints under RERA related to company, group companies, proprietors, partners, directors etc.</p> <ol style="list-style-type: none"> Number of complaints under RERA completed resulting from contracts executed till date Number of complaints under RERA pending resulting from contracts executed till date Number of pending complaints under RERA till date 	
17.	Details of NCLT proceedings or in any court / tribunal	

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	<p>in any part of the Company, related to company, group companies, proprietors, partners, directors etc.</p> <ol style="list-style-type: none"> Number of proceedings completed resulting from contracts executed till date Number of proceedings pending resulting from contracts executed till date Number of pending proceedings by any financial creditors 	
18.	<p>Performance record for the Bidding Company and the Complete Group from 2018 showing the following:</p> <ol style="list-style-type: none"> Denial of any bank guarantee / credit facility. Rescinded contracts. Penalties / prosecutions etc. Of what so ever in nature. Actions taken by any statutory authority. Default of payment of statutory dues of all related nature including taxes, duties, PF etc. Default of payment of rent / hardship compensation in any ongoing or completed projects 	
19.	<p>Names of major consultants associated with the group</p> <ol style="list-style-type: none"> Architectural consultants Structural consultants MEP consultants MOEF consultants Landscape consultants Legal consultants / solicitors Chartered accountants 	
20.	<p>Names of major contractors associated with the group</p> <ol style="list-style-type: none"> Civil contractor Plumbing contractor Electrical contractor Fire contractor Other contractors 	
21.	Name of Bankers associated with the group	
22.	Average annual sales turnover (booked) from real	

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	estate projects only excluding revenue from lease, sale of land / TDR / FSI, sale of equipment etc. (Rs. in Cr.) for last 5 years ending 31/03/2024 a. Bidding company b. Complete group including bidding company	
23.	Average annual expenditure for real estate projects only including construction cost, cost of land, TDR, premiums, corpus, rent etc. (Rs. in Cr.) for last 5 years ending 31/03/2024 a. Bidding company b. Complete group including bidding company	
24.	Unsold inventory (Rs. in Cr.) in real estate projects in Mumbai / MMR region where OC has been granted as on date a. Bidding company b. Complete group including bidding company	
25.	Unsold inventory (Rs. in Cr.) in ongoing real estate projects where construction has commenced but OC has not been granted as on date a. Bidding company b. Complete group including bidding company	
26.	Amount of Solvency Certificate which the applicant holds with Nationalized / Schedule Banks (Please mention name of the bank and date of certificate) a. Bidding company b. Complete group including bidding company c. Directors / partners	
27.	Net Worth as on 31/03/2024 for (Please mention date of certificate) a. Bidding company b. Complete group including bidding company c. Directors / partners	
28.	CIBIL Credit Rating a. Bidding company b. Flagship company of the group c. Directors / partners	
29.	Likely Source Of Funds for our Project with projected	

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	percentages a. Own fund b. Bank fund c. Unsecured loans from other parties etc. d. Booking amount / advance from sale of flat e. Other funds (if any)	
30.	Total line of credit available (Rs. in Cr.) a. Bidding company b. Complete group including bidding company c. Directors / partners	
31.	Details of non performing assets a. Bidding company b. Complete group including bidding company c. Directors / partners	
32.	Gross Debt a. Bidding company b. Parent company of the group	
33.	Debt to equity ratio a. Bidding company b. Parent company of the group	
34.	Number of Years of Experience for Construction Works (Open Plot / Greenfield) for a. Bidding company b. Complete group including bidding company	
35.	Number of Years of Experience in Redevelopment Works a. Bidding company b. Complete group including bidding company	
36.	Construction area of Completed Projects for Bidding Company / Group a. Open Plot / Greenfield Projects in Mumbai City / Mumbai Suburbs b. Open Plot / Greenfield Projects in Navi Mumbai / MMR c. SRA Projects in Mumbai City / Mumbai Suburbs d. Redevelopment Projects Except SRA in Mumbai	

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	City / Mumbai Suburbs e. Redevelopment Projects in Navi Mumbai / MMR	
37.	Construction area of Ongoing Projects for Bidding Company / Group (in SFT) a. Open Plot / Greenfield Projects in Mumbai City / Mumbai Suburbs b. Open Plot / Greenfield Projects in Navi Mumbai / MMR c. SRA Projects in Mumbai City / Mumbai Suburbs d. Redevelopment Projects Except SRA in Mumbai City / Mumbai Suburbs e. Redevelopment Projects in Navi Mumbai / MMR	
38.	Construction area of Upcoming Projects for Bidding Company / Group (in SFT) a. Open Plot / Greenfield Projects in Mumbai City / Mumbai Suburbs b. Open Plot / Greenfield Projects in Navi Mumbai / MMR c. SRA Projects in Mumbai City / Mumbai Suburbs d. Redevelopment Projects Except SRA in Mumbai City / Mumbai Suburbs e. Redevelopment Projects in Navi Mumbai / MMR	
39.	Nos of Completed Projects for Bidding Company / Group (in SFT) a. Open Plot / Greenfield Projects in Mumbai City / Mumbai Suburbs b. Open Plot / Greenfield Projects in Navi Mumbai / MMR c. SRA Projects in Mumbai City / Mumbai Suburbs d. Redevelopment Projects Except SRA in Mumbai	

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	City / Mumbai Suburbs e. Redevelopment Projects in Navi Mumbai / MMR	
40.	Nos of Ongoing Projects for Bidding Company / Group (in SFT) a. Open Plot / Greenfield Projects in Mumbai City / Mumbai Suburbs b. Open Plot / Greenfield Projects in Navi Mumbai / MMR c. SRA Projects in Mumbai City / Mumbai Suburbs d. Redevelopment Projects Except SRA in Mumbai City / Mumbai Suburbs e. Redevelopment Projects in Navi Mumbai / MMR	
41.	Nos of Upcoming Projects for Bidding Company / Group (in SFT) a. Open Plot / Greenfield Projects in Mumbai City / Mumbai Suburbs b. Open Plot / Greenfield Projects in Navi Mumbai / MMR c. SRA Projects in Mumbai City / Mumbai Suburbs d. Redevelopment Projects Except SRA in Mumbai City / Mumbai Suburbs e. Redevelopment Projects in Navi Mumbai / MMR	
42.	Breakup of Completed Projects of Bidding Company / Group executed in Mumbai City / Mumbai Suburbs a. Open Plot / Greenfield Projects b. SRA Projects c. MHADA Redevelopment Projects d. Cess Redevelopment Projects e. Tenanted Property Redevelopment f. Cluster Development g. Society Redevelopment Projects h. Joint Redevelopment	

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	i. Others	
43.	Breakup of Ongoing Projects of Bidding Company / Group executed in Mumbai City / Mumbai Suburbs <ul style="list-style-type: none"> a. Open Plot / Greenfield Projects b. SRA Projects c. MHADA Redevelopment Projects d. Cess Redevelopment Projects e. Tenanted Property Redevelopment f. Cluster Development g. Society Redevelopment Projects h. Joint Redevelopment i. Others 	
44.	Breakup of Upcoming Projects of Bidding Company / Group executed in Mumbai City / Mumbai Suburbs <ul style="list-style-type: none"> a. Open Plot / Greenfield Projects b. SRA Projects c. MHADA Redevelopment Projects d. Cess Redevelopment Projects e. Tenanted Property Redevelopment f. Cluster Development g. Society Redevelopment Projects h. Joint Redevelopment i. Others 	
45.	No. of projects on Collector's land <ul style="list-style-type: none"> a. Completed Projects b. Ongoing Projects c. Upcoming Projects 	
46.	Construction area of projects on Collector's land <ul style="list-style-type: none"> a. Completed Projects b. Ongoing Projects c. Upcoming Projects 	
47.	Largest completed residential society redevelopment	

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	<p>project of society</p> <ol style="list-style-type: none"> Name of the Society and Address Name of the Company under which the Project is executed Regulation Under which the Project is Executed Plot Area Total FSI Built Up Area Total Construction Area Construction Cost Total Project Cost No. Of Members Contact Details of the Society Date of LOI Date of DA Date of IOD Date of 1st CC Date of OC Number of years taken to execute the project from date of LOI till date of repossession including obtaining full OC and BCC 	
48.	<p>Largest ongoing residential society redevelopment project of society</p> <ol style="list-style-type: none"> Name of the Society and Address Name of the Company under which the Project is executed Regulation Under which the Project is Executed Plot Area Total FSI Built Up Area Total Construction Area Construction Cost Total Project Cost No. Of Members Contact Details of the Society Date of LOI Date of DA Date of IOD Date of 1st CC 	

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	<p>o. Estimated date of completion</p> <p>p. Number of years estimated to execute the project from date of LOI till date of repossession including obtaining full OC and BCC</p>	
49.	Name, address and Details of landmark projects executed by the Group	
50.	Details of any Project (in Bidding Company / Group) where the work has got stalled / stay order has been obtained once the Society has vacated the building. Kindly mention the name of the Projects and reason for stalling of work.	

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PROFORMA B – LIST OF COMPLETED, ONGOING, AND UPCOMING OPEN PLOT / REDEVELOPMENT PROJECTS FOR THE GROUP

INCLUDING BIDDING COMPANY

(To be filled separately with stamp and sign)

SN	Name and Address Of Work / Project along with CTS No	Name of Company under which project is executed	Typology (Open Plot / Society / Cess / Tenanted / SRA / MHADA)	Ownership (Collector / Estate / Landlord / Lease / Freehold)	Regulation under which the project is executed	User Residential / Commercial / Educational	Area Of Plot SQM	Total FSI Built Up Area SQM	Total Const Area	No. Of Floors	Total Const Cost Of Project Rs. in Cr	Total Sale Value Of Project Rs. in Cr	RERA Registration No	No of flats / shops	BMC File No / AutoDCR No	Date of LOI	Date of DA	Date Of IOD	Date Of 1st CC	Expected Date Of Compl / Date Of OC
Completed Projects																				
Ongoing Construction Projects																				
Upcoming Projects																				

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PROFORMA C – FINANCIAL DETAILS OF THE BIDDER

(To be filled separately with stamp and sign)

Consolidated Summary Of Financial Details Of The Bidder At Group Level Basis Of The Audited Financial Statement

SN	Particulars	Details For FY 2018-19 Rs. in Crores	Details For FY 2019-20 Rs. in Crores	Details For FY 2020-21 Rs. in Crores	Details For FY 2021-22 Rs. in Crores	Details For FY 2022-23 Rs. in Crores
1.	Total assets					
2.	Current Assets					
3.	Cash, temporary investments					
4.	And Current receivable					
5.	Secured Loans					
6.	Unsecured Loans					
7.	Total Liabilities					
8.	Current Liabilities					
9.	Contingent Liabilities					
10.	Net Worth					
11.	Authorized Capital					
12.	Capital issued and paid up					
13.	Net Profits Before taxes					
14.	Net Profits After taxes					
15.	Debt to equity ratio					
16.	Cash ratio					
17.	Asset turnover ratio					
18.	Average annual sales turnover (booked) from real estate projects only excluding revenue from lease, sale of land / TDR / FSI, sale of equipment etc.					
19.	Average annual expenditure for real estate projects only including construction cost, cost of land, TDR, premiums, corpus, rent etc.					

Note: Kindly attach separate sheet for the following (a) consolidated group level, (b) parent company, and (c) bidding company

PROMOTOR DEBT PROFILE

SN	Developer Entity Name	Lender Name	Loan Amount	Loan Disbursed	Loan Repaid	O/s as on date	Security Provided

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PROFORMA D – DECLARATION CUM UNDERTAKING FROM BIDDER

(To be filled separately on letterhead with stamp and sign)

To,
The Everest Apartments CHSL
Mount Pleasant Road, Malabar Hill, Mumbai 400 006

Respected Sir / Madam,

I/we, Shri _____, / Partner / Director of M/S

_____ do hereby state and
declare on solemn affirmation as under.

1. I/we have perused and read the RFP Document issued by your Society.
2. The bidding company, and/or its partners and/or its directors and/or any company / HUF / AOP associated with the Bidding Company have not have defaulted and/or are not in default of paying rent / hardship compensation to any tenant / member in any of my /our ongoing or completed redevelopment projects in the last 5 years ending 31/03/2024, and even thereafter till the date of submission of the RFP.
3. The bidding company, and/or its partners, and/or its directors, and/or any company / HUF / AOP associated with the bidding company have not defaulted and/or are not in default of any amounts due to any financial institutions in the last 5 years ending 31/03/2024, and even thereafter till the date of submission of the RFP.
4. The bidding company, and/or its partners, and/or its directors, and/or any company associated with the bidding company does not have any pending cases in the NCLT or in any court / tribunal, filed by financial creditors.
5. I/we, or my/our employees, or my/our consultants shall not influence any member of the Society, managing committee member, Society's consultants and their personnel, and/or have any direct unauthorized discussion with members on matters related to the complete tendering process including scrutiny, evaluations, clarifications, comparisons of RFPs or during the decision process of selection the Developer, failing which the Society at its sole discretion may disqualify the bids.
6. I/we confirm that the partners, directors, and/or promoters of the bidding company or my/our Group, directly or indirectly, are not a relative of Society's Managing Committee /

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Society's Members / PMC / Legal Advisor

7. If we are selected as a preferred developer by the Society and/or Letter of Intimation is issued to us, the same shall be seen as Societies' intent to take forward the negotiations to be able to reach a Development Agreement of the form and content acceptable to the Society. Till such time of the execution of such Development Agreement, no rights whatsoever shall be deemed to have been granted to us and we shall not claim any rights to the Property or against the Society of any nature whatsoever, and any expenses incurred by us in the course of this bidding process shall be to our account alone. Failure to reach a consensus on the form and content of Development Agreement shall not give rise to any claim and/or cause of action against the Societies and/or their PMC/other consultants.
8. We understand that you are not bound to accept the highest or any other RFP bid you receive and that we shall not initiate any kind of action or make a claim against the Society for the rejection/selection of our / any RFP. We also understand that a mutually accepted and executed Development Agreement will be the sole repository of the agreed terms and conditions with such bidder accepted by the Society and that the selection of any offer of any bidder is merely for the purpose of taking forward the discussions to arrive at a mutually acceptable Development Agreement (without such selection of offer amounting to acceptance of offer creating any rights in favour of such bidder).
9. We will keep this offer valid for a period of 180 days from the date fixed for opening of the RFP, unless extended by the Society.
10. I/we agree to pay the professional fees of Architect / Structural Engineer, Elevation Designer and Site Supervisor and other Consultant fees as stipulated in the bid.
11. I/we have verified ourselves the details/information as provided here along with the RFP document as regards the plot layout, the ownership status the existing layout of the buildings the condition of the buildings, the ground realities as regards the various structures/amenities on the plot and have ascertained the same from the relevant depts.
12. I/we have visited the site and have ascertained the plot layout and the exact location and the condition of the buildings.
13. I/we have verified ourselves and are conversant with the various municipal policies/procedures as also with other relevant depts. before submitting this offer.
14. 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 additions/alterations in the various Govt./MCGM amendments. I/we have visited the site and are fully aware of the site conditions.
15. I/we have paid a sum of Rs _____/- (Rupees _____ only) towards the Bid Cost and am/are fully aware of the non-refundability of the same. As also I/we understand the right of the Society to reject my/our offer without assigning any

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reasons whatsoever.

16. I/we also assure the Society that we shall work in joint co-operation of the committee members and their representatives, Architect /Consultants, Developer of the Society for the successful completion of the project.

This declaration cum undertaking will be binding not only on me/us for the time being but shall be binding on all partners, Directors of the company, administrators and anyone claiming through or under me/us.

Yours faithfully,

Seal and signature of Bidder

Name and Designation of Signatory : _____

Mobile No: _____

Date: _____ Place: _____