

-TENDER-

PART - 1

FOR PROPOSED REDEVELOPMENT OF

THE NEPEANSEA CO-OPERATIVE HOUSING SOCIETY LIMITED (SHAHNAZ BUILDING)

CS No.: 231 of Malabar Cumballa Hill Division/ D ward

**90, NEPEAN SEA ROAD, MALABAR HILL, MUMBAI,
MAHARASHTRA - 400006**

**TENDER REFERENCE NO. __/SUBMISSION CODE: TRN 08/2025-26
TENDER ID: HEADWAY DM LLP/___-HSGS LTD __/2025-26**



PMC: Headway Development Management LLP
PMC Contact No.: +91 9892774338 | +91 9538161711
PMC Email: headwaydm@gmail.com | jinay@headwaydm.com

Legal: Law Point – Advocates & Solicitors

Signature of Hon. Secretary/Chairman

Signature of Bidder
(Post Submission)

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A. DISCLAIMER

1. This document contains brief information of the proposed re-development of **The Nepeansea Co-operative Housing Society Limited (The Shahnaz Building)** (“Tender Document”). The purpose of this Tender Document is to provide information to assist the Tenderer to formulate its bid application. The Tenderer should do its own due diligence and analysis prior to the submission of its offer and check the accuracy, reliability, and completeness of the information in this Tender Document and obtain independent advice.
2. Neither the Society, its Managing Committee, its Members, its employees and/or the PMC and/or the Legal Advisor nor any other persons/entity directly or indirectly connected to the Society makes any representation or warranty or shall have any liability towards any Tenderer or any other person under any Applicable Law, equity, contract or otherwise in respect of the accuracy, adequacy, reliability or completeness of the statements, details, assumptions, assessments, statements, representations and information contained in this Tender Document and/or for any loss, expense, claim, charge, demand, liability, cost, notice, damage, proceedings, suits and/or actions which may arise from or be incurred, suffered, made, taken, adopted or initiated in connection with, arising from or resulting from: (a) the contents of this Tender Document or deemed to form part of this Tender Document or arising in anyway during the tender / selection process or any matter deemed to form part of the Tender Document or the Bid (b) the award of the Project (c) the Project information and any other information supplied by or on behalf of Society or the PMC or otherwise arising in any way from the tender / selection process for the Project or (d) in the event any Tenderer is disqualified / terminated on account of (i) dereliction of duty by its/their own/ sub-contractors/ representatives (ii) breach of contract conditions (iii) consequential / contributory / criminal negligence or for any other reasons whatsoever.
3. Details given below of the Property are indicative in nature and prior to submission of the Bid, all interested Tenderer must conduct their independent diligence on all matters that will affect their proposal for the re-development of the Property / the Project.
4. The Society may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the contents of this Tender Document or revise/modify any part of this Tender Document or scarp the Tender Document in its entirety. Any addendum / corrigendum in this regard shall be issued by the Society in duplicate to each Tenderer and shall form a part of the original Tender Document. The issuance of this Tender Document does not imply that the Society is bound to select a Tenderer or to appoint the shortlisted Tenderer, and the Society shall do so at its sole discretion. The Society does not bind itself to accept the highest bid and reserves the unconditional right to reject any or all of the applications received from Tenderers or postpone the bidding process, without assigning any reason whatsoever. The decision of the Society in this regard shall be final and the Tenderers and/or any other person shall not have any claim against the Society in this regard. The Society also reserves

the right to re-negotiate the terms and conditions as well as the bids made by the short-listed Tenderers.

5. Information provided in this Tender Document to the Tenderer is on a wide range of matters, some of which depend upon interpretation of the Applicable Law. The information given herein is not exhaustive of the statutory requirements and should not be regarded as a complete or authoritative statement. The Society accepts no responsibility for the accuracy of such information and/or for any interpretation or opinion of the Applicable Law.
6. The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Society, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain as that of the Tenderer, regardless of the conduct or outcome of the tendering process.

B. INTERPRETATION AND DEFINITIONS

1. All the Disclaimers, Schedules, Proformas and Annexures to this Tender Document shall form an integral, inherent, and operative part of this Tender Document.
2. Unless otherwise stated or unless the context otherwise requires, in this Tender Document: -
 - (a) Headings and marginal notes are for convenience only and shall not affect the interpretation or construction of this Tender Document.
 - (b) Where a word or phrase is defined, the other parts of speech and grammatical forms of the words or phrase shall have corresponding meaning.
 - (c) Reference to any person includes any legal or natural person, partnership, firm, trust, company, association of persons, Government or local authority, department or other body (whether corporate or unincorporated);
 - (d) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
 - (e) Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa.
 - (f) Words imparting the masculine gender shall also include the feminine gender.
3. In this Agreement, unless the context otherwise requires: -
 - (a) “**Anti-Corruption Laws**” shall mean and include any law relating to anti-bribery or anti-corruption including the Prevention of Corruption Act, 1988, as amended from time to time.
 - (b) “**Applicable Law**” shall mean and include any statute, legislation, treaty, code, law, regulation (including DCPR 2034), ordinance, rule, notification, circular, office order, judgment, order, decree, bye-law or approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication or administration having the force of law in India, of any of the foregoing, by any competent authority / Governmental Authority having jurisdiction over the matter in question, which is in effect as of the date of this Tender Document or at any time thereafter.

- (c) **“Bank Guarantee”** shall mean and refer to a duly stamped irrevocable, unconditional and without recourse bank guarantee of a scheduled bank payable at the time of vacating, in a form acceptable to the Society.
- (d) **“Bid”** shall mean the duly filled bid with additional information / attachments and annexures if any, submitted by a Tenderer as an offer to the Society in response to this Tender Document for the re-development of the Property;
- (e) **“Cluster Redevelopment Scheme (CDS)”** shall mean the Regulations applicable for a Cluster Development Scheme under Reg 33(9) of DCPR 2034, as applicable as on 18.01.2019 and thereafter with the modifications dated 08.07.2021 vide GR No. TBP – 4320/107/CR-, once it is made applicable in CRZ II zone.
- (f) **“CRZ Regulations”** – Shall mean and include the CRZ Notification dated 18.01.2019 along with its modifications applicable till date
- (g) **“DCPR 2034”** shall mean and include the Development Control and Promotion Regulations for Greater Mumbai, 2034 along with all its amendments or modifications thereto, as may be notified from time to time and any governmental resolutions, orders, guidelines, notices, notifications, clarifications, or directions, issued under, or in pursuance thereof;
- (h) **“Defect Liability Period”** shall mean a period of 5 (five) years from the date of handing over the possession of the Members New Area to each of the Members for which the Developer shall guarantee the satisfactory performance of work executed by him, in respect of workmanship, finish, quality of materials utilized and waterproofing (waterproofing DLP is 10 years).
- (i) **“Developer”** shall mean the successful Tenderer whose Bid is accepted by the Society and to whom the redevelopment of the Property is entrusted on the terms and conditions recorded in the Development Agreement.
- (j) **“Existing Area”** shall mean the area of the existing flats of the Members in the Property as reflected in the maintenance bills issued by the Society and listed in **Annexure “10”**;
- (k) **“Free Sale Area”** shall mean the free sale area of the Developer (*i.e.* the residential flats (excluding the Members New Area)) to be comprised in the New Buildings to be constructed by the Developer on the Land;
- (l) **“Floor Space Index” (FSI)** – It is the ratio of a building’s total floor area to the plot area. It regulates how much can be built on a plot, controlling density, open spaces, and infrastructure load. Higher FSI allows larger or taller buildings, while local rules

may restrict height, setbacks, or exempt certain areas like basements from calculation. FSI ensures organized and sustainable urban development.

- (m) **“Governmental Authority”** shall mean any national, state, provincial, local, municipal or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization in Mumbai, Maharashtra and India to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Law or any court, tribunal, arbitral or judicial body of Mumbai, Maharashtra and India;
- (n) **“GST”** shall mean good and services tax as applicable under (i) Central Goods and Service Tax Act, 2017; and/or (ii) Maharashtra Goods and Service Tax Act, 2017; and/or (iii) Integrated Goods and Service Tax Act, 2017;
- (o) **“Legal Advisor”** shall mean Law Point, Advocates and Solicitors, being the legal counsel engaged by the Society to advise it on legal matters in respect of the re-development of the Property.
- (p) **“Letter of Intent”** shall mean intimation by the Society, vide a letter, to the selected Tenderer, *inter alia*, confirming that the Society is desirous of appointing it as the Developer for the re-development of the Property as per the terms and conditions of this Tender Document and to be detailed out in the Development Agreement.
- (q) **“Managing Committee”** shall mean the managing committee as duly appointed by the Society in accordance with the bye-laws of the Society and Applicable Law.
- (r) **“Members”** shall mean all the existing members of the Society.
- (s) **“Members New Area”** shall mean the new residential flats comprising of existing area and additional area to be comprised in the New Buildings to be constructed by the Developer on the Land and to be allotted to each of the Members, free of cost, along with car parking spaces in accordance with the terms of this Tender Document and the Development Agreement.
- (t) **“New Carpet Area/ Wall to Wall Carpet Area / MOFA Carpet Area”** - shall strictly mean measurable finished wall to wall carpet area available for the exclusive use of flat owner, exclusive of area covered under minimum wall thicknesses of 150 mm finished internal & external walls (such thickness of 150 mm shall be required to be shown in the approved plans), area covered by RCC column projections beyond prescribed wall thicknesses but inclusive of door jambs, wall cladding, skirting and ledge wall built for plumbing or electrical purposes. Bidders to make a note that this New Carpet Area definition varies from RERA Carpet Area definition. However,

corresponding RERA carpet area of the members new flats shall be eventually captured and included in suitable Annexures of the DA and later on in PAAA documents for official record purposes.

- (u) **“Money Laundering Laws”** shall mean and include all money laundering-related laws of any jurisdiction where the Tenderer resides and/or conducts business and/or owns assets, and any related or similar Applicable Law issued, administered, or enforced by any Governmental Authority; and includes the Prevention of Money Laundering Act, 2002.
- (v) **“New Buildings”** shall mean the new buildings to be constructed by the Developer on the Land, comprising the Members New Area and the Free Sale Area in accordance with the Development Agreement and Applicable Law.
- (w) **“Parent Entity”** shall mean, in relation to the Tenderer, a person who controls such Tenderer. As used in this definition, the expression ‘control’ means, with respect to a person which is a company or a corporation, the direct ownership of at least 76% (seventy six percent) of the voting shares and the power to appoint a majority of the board of directors of such person.
- (x) **“PMC Temporary Office”** shall mean a temporary office space of a reasonable size to be constructed by the Developer on the Land for the PMC until Project Completion (*defined below*).
- (y) **“Project”** shall mean the re-development of the Property to be undertaken by the Developer by way of demolishing the existing buildings and constructing the New Buildings along with all common areas and amenities in consonance with the terms and conditions of this Tender and the Development Agreement.
- (z) **“Project Completion”** under this Tender Document and the Development Agreement shall mean (i) receipt of the full occupation certificate and building completion certificate in respect of the New Buildings and (ii) the common areas and amenities in the New Buildings being fully completed and operational.
- (aa) **“Project Completion Date”** shall mean the date by which the Developer shall achieve Project Completion *i.e.* within a period of 36 months (plus an additional grace period of 12 months) from the date of all the Members vacating their existing Area.
- (bb) **“Project Costs”** shall include but shall not be limited to the total costs, expenses, charges, and all taxes thereon for undertaking, implementing, effecting, and completing the entire Project *i.e.*, the redevelopment of the Property from the date of execution of the Development Agreement and shall include but not be limited to the

costs for survey, investigation, studies, planning, designing, commissioning of the Project, providing internal water supply, sanitary arrangement, internal roads, storm water drainage, street lighting, concrete paving around building wherever required, transformer if required, landscaping, maintaining environmental conditions, cost towards dismantling of existing building/s, shifting and relocation of existing utility services, such as water supply, sewage, drainage, telephones, electric lines, water harvesting, solar system (common area), gas pipelines, etc. as may be required for satisfactory completion of the Project (in conformity with the scope of the Project), cost/ rent of relocating Members, electrification, provision of lift, firefighting arrangements, external water supply and sanitary arrangement, consulting charges of PMC and Legal Advisor appointed by the Society, cost of purchasing and utilizing the Project FSI or any part thereof, payment of all premiums to the Government Authority, cost of construction of the New Buildings, the costs of providing all the amenities and specifications in the New Buildings, development of open grounds, internal pathways/roads etc., the cost of all sorts of premium payable with respect to the Project, cost for obtainment of Approvals, cost of premium due to deficiency of open space, interest on investment, escalation due to variation in price indices, cost of insurance cover temporary accommodation compensation, corpus fund, stamp duty registration charges and all taxes and levies, GST and any other indirect tax. All the Project Cost shall be deemed to be inclusive of direct and indirect cost and taxes of any nature whatsoever including GST as may be leviable. The entire Project Costs shall be solely borne and paid by the Developer.

- (cc) **“Property”** shall mean all that piece and parcel of land admeasuring as per Conveyance Deed 5982.49 Square meters and 5164 sqmt as per Physical Survey bearing Cadastral Survey No.231 of Malabar Hill Division/ D ward, within the registration district and sub-district of Mumbai City and situate, lying and being at Malabar Hill, Mumbai along with the building standing thereon comprising one 1 building, with 4 flats a floor. having ground plus 18 upper floors in total.
- (dd) **“PMC”** shall mean **M/s. Headway Development Management LLP** appointed by the Society as their Project Management Consultants.
- (ee) **“RERA”** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, as applicable and such circulars, notifications, office orders, orders, clarification or such explanations published thereunder by the competent authority;
- (ff) **“RERA Carpet Area”** shall have the same meaning as defined under the provisions of RERA including as may be notified under its rules, regulations and amendments or re-enactments thereof. It may include the Additional Usable Areas of Exclusive balconies and Utility areas as long as these areas are counted in FSI.

- (gg) **“Society”** shall mean The Nepeansea Co-operative Housing Society Limited (Shahnaz Building), a society registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 under Serial No. BOM/HSG/540/1963.
- (hh) **“Society Office”** shall mean the office premises of the Society situated at The Nepeansea Co-operative Housing Society Limited (Shahnaz Building), Nepean Sea Road, Malabar Hill, Mumbai, Maharashtra 400006 and also having address: Nepean Sea Road., Malabar Hill, Mumbai, Maharashtra 400006.
- (ii) **“Temporary Structures”** shall mean all temporary structures of every kind to be constructed on the Land for or in connection with execution of the Project which shall include but not be limited to the PMC Temporary Office, provision of labour camps for the workers of the Developer but which shall be dismantled immediately before Project Completion.
- (jj) **“Tenderer/Developer/Promoter/Bidder”** shall mean any qualified firm/party/company who submits a Bid under this Tender Document.

C. FULL FORM OF ACRONYMS AND ABBREVIATIONS

SR. NO.	ACRONYM / ABBREVIATION	FULL FORM
1	AAI	Airport Authority of India
2	BG	Bank Guarantee
3	BMC	Brihanmumbai Municipal Corporation
4	BCC	Building Completion Certificate
5	BUA	Built-Up Area
6	CA	Chartered Accountant / Carpet Area (<i>as applicable contextually</i>)
7	CCTV	Closed Circuit Television Camera / Surveillance Camera
8	CC	Commencement Certificate
9	CHSL	Co-operative Housing Society Limited
10	CSL	Co-operative Society Limited
11	CFO	Chief Fire Officer (of BMC)
12	CRZ	Coastal Regulation Zone
13	CIBIL	Credit Information Bureau (India) Ltd
14	CS No	Cadastral Survey Number
15	DA	Development Agreement
16	DCPR 2034	Development Control and Promotion Regulations, 2034 (as amended from time to time)
17	DG	Diesel Generator
18	DP 2034	Development Plan 2034 (as amended from time to time)
19	ELCB	Earth Leakage Circuit Breaker
20	EMD	Earnest Money Deposit
21	ESIC	Employees' State Insurance Corporation
22	FCA	Fungible Compensatory Area
23	FSI	Floor Space Index
24	GST	Goods and Services Tax Act, 2017 (as amended from time to time)
25	Govt.	Government
26	Hon. MC	Hon. Municipal Commissioner
27	IOA	Intimation of Approval
28	IOD	Intimation of Disapproval
29	KJP	Kami Jasti Patrak
30	LD	Liquidated Damages
31	LOS	Layout Recreational Ground / Open Space
32	LOI	Letter of Intent
33	LUC	Land Under Construction Tax
34	MAHARERA	Maharashtra Real Estate Regulatory Authority
35	MC	Managing Committee
36	MCB	Miniature Circuit Breaker
37	MCGM	Municipal Corporation of Greater Mumbai
38	MCZMA	Maharashtra Coastal Zone Management Authority
39	MEP	Mechanical, Electrical & Plumbing
40	MGL	Mahanagar Gas Limited

41	MOFA	Maharashtra Ownership of Flats Act
42	MOU	Memorandum of Understanding
43	MRTP Act	Maharashtra Regional and Town Planning Act, 1966 (as amended from time to time)
44	NBC	National Building Code (as applicable from time to time)
45	NOC	No Objection Certificate
46	NOCAS	No Objection Certificate Application System
47	OC	Occupation Certificate
48	PAAA	Permanent Alternate Accommodation Agreement
49	POA	Power of Attorney
50	PMC	Project Management Consultant
51	PRC	Property Registration Card
52	PVC	Polyvinyl Chloride
53	RCC	Reinforced Cement Concrete
54	RG	Recreational Ground
55	RERA	Real Estate (Regulation and Development) Act, 2016 (as amended from time to time)
56	RL	Regular Road Line
57	SDRR	Stamp Duty Ready Reckoner Rate (as applicable from time to time)
58	SR	Survey Record
59	STP	Sewerage Treatment Plant
60	T & P	Tools & Plants
61	TDR	Transferable Development Rights
62	UPVC	Unplasticized Polyvinyl Chloride

-TENDER-

PART - 1

FOR PROPOSED REDEVELOPMENT OF

THE NEPEANSEA CO-OPERATIVE HOUSING SOCIETY LIMITED (SHAHNAZ BUILDING)

CS No.: 231 of Malabar Hill Division/ D ward

**90, NEPEAN SEA ROAD, MALABAR HILL, MUMBAI,
MAHARASHTRA - 400006**

TENDER REFERENCE NO/SUBMISSION CODE: TRN ___/2025-26

TENDER ID: HEADWAY DM LLP/___-HSGS LTD ___/2025-26



PMC: Headway Development Management LLP

PMC Contact No.: +91 9892774338 | +91 9538161711

PMC Email: headwaydm@gmail.com | jinay@headwaydm.com

Legal: Law Point – Advocates & Solicitors

Signature of Hon. Secretary/Chairman

**Signature of Bidder
(Post Submission)**

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PART 1: SECTION – 1

NOTICE OF INVITATION TO TENDER

Notice for invitation of duly completed and sealed tenders from reputed and experienced developers for the proposed re-development of the property owned by The Nepeansea Co-operative Housing Society Limited (The Shahnaz Building), situated at Nepean-sea Road, Mumbai.

Date of collection of Tender Documents	From _____ to _____ between 10.30 am to 6.30 pm (except Sunday) from the Society Office.
Non-refundable fee for collection of Tender Documents	Rs. 3,00,000/- (Rupees – Two Lakh only) + 18% GST to be paid by DD/PO/cheque in favor of “The Nepeansea Co-operative Housing Society Ltd.”
Non-Interest Bearing EMD (EARNEST MONEY DEPOSIT)	Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) in Favor of the Society in the form of DD/PO only The said EMD shall not have any Interest and is refundable without Interest to the Developers not selected by the Society.
Last date of physical submission of duly filled Tender Documents along with all supporting documents	Prior to 6:30 pm on _____ at the Society Office (except Sunday).
Date of opening of Tender	<i>To be informed by the Society in a separate communication to the Tenderers</i>

Reputed and financially and technically competent Tenderers are invited to submit the Tender along with their techno-financial details to the Society for re-development of the Property in the manner as stipulated in this Tender Document. Tenderers will be shortlisted on the basis of the criteria decided by the society whilst prioritizing criteria such as their experience, track record and financial capability to execute this Project. It is expected that the selection process will be completed in 9 (Nine) calendar months from the date of opening of this Tender (unless extended by the Society at its sole discretion). Tender submitted without EMD shall be rejected at the outright.

EMD shall be submitted in the form of DD/Pay order in favor of the Society along with Bid Submission as outlined in the Bid conditions.

No real estate agent(s) / broker(s) shall be entertained or permitted to represent any developers.

Contact details for queries / clarifications in respect of the Tender:

Mr. Avhirup Kumar Ghosh- 9538161711 (Legal)

Mr. Jinay Dhanki- 9870985005 (Managing Partner)

Headway Office No.-9892774338

PART 1: SECTION – 2

INSTRUCTIONS TO THE TENDERERS REGARDING ISSUANCE OF TENDER DOCUMENT AND SUBMISSION OF BID

1. Issuance of Tender: The Tender Document is available for collection from the Society Office on payment of fees (non-refundable) of **Rs. 3,00,000/- (Rupees Three Lakh Only) + 18% GST** in the form of DD/PO/Cheque in favor of “The Nepeansea Co-operative Housing Society Limited” from _____ to _____ between 10.30am to 6:30pm (except Sundays).
2. Language: The Bid and all communications in relation to or concerning the Tender Document and the Bid shall be in English.
3. The duly filled Bid submitted to the Society should demonstrate the Tenderer’s technical and financial capacity, expertise and experience in the construction of buildings and re-development projects.
4. The Tenderer is advised to visit and inspect the Property and its surroundings and obtain for and by itself all information that may be necessary for submitting the Tender before submitting the Tender. The Tenderer is required to email the PMC and the Society (on the contact details in paragraph 14 below) and schedule an appointment prior to visiting the Property. It is clarified that the Tenderer shall not be permitted to visit and/or inspect any individual units within the Property.
5. Omission and Discrepancies: The Tenderer shall check the Tender Document 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 Tender. The Tenderer should not take advantage of any misinterpretation of the conditions due to typing or any other error/omission. Should the Tenderer find any discrepancies in, or omission from, the Tender Document or should be in doubt as to their meaning, he should at once (not later than 5 (five) calendar days from receipt of the Tender) notify the Society who may send a written instruction to all Tenderers. This shall be in addition to the right to seek clarifications as stated herein below. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the Tender and the successful Tenderer shall ensure and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. Clarifications on the Tender: The Tenderers can issue a ‘Request for Information’ (“**Request for Information**”) to the PMC and the Society on the below mentioned details seeking clarifications with respect to the Tender Document within a period of 5 (five) days from the date of issuance of the Tender to the Tenderer, failing which no such request shall be entertained by the PMC and/or the Society. The Society reserves its right to not respond to any

such request without assigning any reason whatsoever and the Tenderer hereby undertakes to not object to the same or cause any obstruction in the tender process due to the same.

7. For PMC:

Name: Mr. Avhirup Kumar Ghosh & Mr. Jinay Dhanki
Email ID: headwaydm@gmail.com & jinay@headwaydm.com
Mobile No: 9538161711/ 9870985005
If in hard copy, then to be addressed at PMC Office

AND

For Society:

Name: Mr. Ramesh Lakhotia and Mr. Kranti (Manager)
Email ID: shanzchs@gmail.com
Mobile No: +91 98676 99676
If in hard copy, then to be addressed at Society's Office

All Requests for Information shall be accompanied by proper signature of duly authorized signatory (with proof reflecting authority of authorized signatory), stamp of the Tenderer, contact number and email ID of the contact person at the Tenderer.

7. No Tenderer shall submit more than one Tender for the Project. A Tenderer submitting more than one Bid, shall lead to disqualification of such Bid and the EMD in respect of such Bid shall be forfeited.
8. The Tender once issued to the Tenderer shall not be transferred or assigned to any third party.
9. Change in Constitution: The Tenderer shall not undergo any change or permit any change in its constitution during the Tender process.
10. No brokers or sub-agents shall be entertained or permitted to represent any Tenderers.
11. The Tenderer shall maintain integrity and not reach out to any of the Members of the Society, PMC and/or their personnel to seek any preference.
12. The Tenderer should be prepared to substantiate the credentials claimed by them (as attached with the Tender or otherwise), by providing supporting documentary evidence, if so called upon by the Society.
13. Cost of Bidding: All costs pertaining to the purchase of the Tender and/or Bid, including but not limited to purchase of the Tender Document, site visits, search and verification of title /

property documents, submission of his tender and the subsequent discussions, presentations and negotiations shall be borne by the Tenderers directly and no compensation/ reimbursement will be given by the Society and/or the PMC, regardless of the conduct or outcome of the Tender.

14. Manner of submission of the Tender:

- (a) The duly filled and sealed Tender should be submitted by hand delivery to the Society Office prior to 6:30 PM on [REDACTED] in 2 (two) sealed envelopes consisting of:

Envelope 1	Technical Bid
Envelope 2	Financial Bid (in the format as prescribed in Section 1 of Part 2 of the Tender)
Envelope 3	EMD (Earnest Money Deposit)

- (b) The envelope containing the Technical Bid shall be marked as “Envelope 1: Technical Bid” in red color on the right-hand top side of the envelope and the envelope containing the Financial Bid shall be marked as “Envelope 2: Financial Bid” in red colour on the right-hand top side of the envelope. The envelope containing the EMD DD/Pay order shall be marked “Envelope 3”
- (c) Envelope 1 and Envelope 2 and Envelope 3 should be submitted in 1 (one) sealed big envelope (of minimum A4 size) captioned “***BID/Offer - Redevelopment of The Nepeansea Co-operative Housing Society Limited (Shahnaz Building)***” and this envelope should contain the 3 (three) separate small, sealed envelopes referred to in (a) and (b) and (c) above. The 3 (three) separate small, sealed envelopes shall contain the documents, as stated in paragraph 16 herein below.
- (d) The name, address and contact details of the Tenderer shall be written on the bottom left-hand corner of the envelope, marked as “From: _____”
- (e) The Tenderer should read all the documents and papers thoroughly and all the pages of the bid including enclosures have to be stamped with the Tenderer’s company name and signed by the Tenderer with permanent ink. All pages of the Tender shall be signed by the same person. The complete name and status of the person shall be mentioned below the signature of the first and last page of both the Bids and the Covering Letter.
- (f) The Tenderer should also sign each and every page of the Proformas.
- (g) Corrections, if made, shall be made neatly and clearly and shall be duly attested by the person signing the Tender. No erasures or overwriting shall be accepted.
- (h) The Tenderer shall ensure that information / data / documents submitted by them are true and accurate.

(i) Any bid submitted without EMD shall be rejected at once.

(j) Signing Authority: - The Tender should be signed as follows:-

- In case of an LLP, each partner shall sign the Tender.
- In the case of a company, the Tender shall be signed by a director of the company or a duly authorized person (authorised vide a resolution passed in the meeting of the board of directors, a certified copy whereof must be submitted along with the Tender.)

(k) The Tenderer should obtain an acknowledgment copy with date, time & name of the person to whom the Tender is submitted.

Documents comprising the Bid

(i) Envelope No.1 – ‘**TECHNICAL BID**’ should include:

(ii) Covering Letter for submission of offer on Tenderer's Letterhead (as per the Format provided under **Section 1 of Part 1** of this Tender Document along with the list of all documents enclosed and duly indexed).

(iii) Proformas A to F.

(iv) The copies of the following certificates / documents shall be attached to Proforma A:

- Income tax returns with audited Balance Sheet and Profit and Loss Account for last three financial years and also the provisional Balance Sheet and Profit and Loss Account for financial year 24-25 (attested by CA).
- Solvency Certificates from Nationalized/Scheduled Bank.
- Net Worth Certificate from a reputed Chartered Accountant
- Registration certificate of GST.
- Registration with Employee Provident Fund (EPF)
- Registration with ESIC
- Permanent Account Number of the Entity & certificate thereof.
- Declaration that neither the Parent Entity or any sister concern has been declared as an Non Performing Asset nor has defaulted on any loan repayment in the past 5 (five) years.
- Record of outstanding loans from financial institutions/NBFC's or other Private parties and their balance tenure/quantum. Promotor internal loans to be mentioned separately.
- In relation to the constitution of the Tenderer, the following documents should be submitted:

Company	(a) Memorandum of Association (b) Articles of Association and all charter documents including shareholders agreements (c) Certificate of Incorporation (d) Organization chart showing the Structure of the Company including name and position of Promoter, Directors, and key personnel.
Limited Liability Partnership	(a) LLP Agreements (b) Incorporation Certificate (c) Organization chart showing the Structure of the Firm including name and position of Partners and key personnel.

(ii) Envelope No.2 - 'FINANCIAL BID' should include:

- (i) Complete set of Bid document along with other documents (except those submitted with the Technical Bid above in envelope (1) issued for the work duly filled in by giving the offer for the redevelopment works, put signet and initial on each page and shall be signed by the Tenderer at the prescribed places in the Bid document.
- (ii) This envelope shall contain the financial proposal and shall be submitted in the prescribed form of Offer (Section 1 of Part 2 of the Tender Document).
- (iii) Flat Amenities (which shall conform to the parameters set out in Section 7 of Part 2 of the Tender Document).
- (iv) Building Amenities (which shall conform to the parameters set out in Section 7 of Part 2 of the Tender Document).
- (v) Layout Amenities (which shall conform to the parameters set out in the tender document).

(iii) Envelope No.3- “**EMD (EARNEST MONEY DEPOSIT)**” Evaluation of Envelope No. 3: This shall be the first envelope to be opened. Any envelope submitted without a valid EMD by way of DD/Pay order of amount **Rs 25,00,000/- (Rupees Twenty Five Lakhs only/-)** in favour of the society shall be rejected at once

15. Opening and Evaluation of Bid Proposals:

- (i) The Society shall not be bound to accept tenders after the deadline stated in paragraph 14 above. Further, the Tenderers shall not be entitled to take any kind of action legal or otherwise against the Society or its Members or Managing Committee / Members and/or

claim against the Society or its Members or Managing Committee for rejection or disqualification of their tenders.

(ii) After the last date of submission of the Tender, the Society shall prepare a list of the names of the Tenderers and display it on a notice board.

(iii) The sealed Bids submitted by the Tenderers will be opened before the Managing Committee of the Society and PMC and further scrutinized by the PMC as per the bidding process. The Technical bid will be opened first and evaluated by the Managing Committee and the PMC simultaneously.

(iv) Selection Procedure: On receipt of the Bids, the Tenderers will be short-listed on the basis of the information provided, including but not limited to technical competence, organizational capability, financial standing, past experience in executing similar projects and their commercial offers. The short-listed Tenderers may, at the sole discretion of the Society and/or the Managing Committee, be invited to re-define / revise their techno-financial offer.

(v) Evaluation of Envelope No. 1: The technical bid in Envelope 1 will be evaluated to determine if all the necessary compliances as required in the Tender Document are duly filled with all the necessary information along with all the required documents.

(vi) Evaluation of Envelope No. 2: The evaluation of proposal will be done having regard to especially the following criteria (not in order of priority):

- Additional Area percentage to be provided on free of cost basis over and above the Existing Area enjoyed by the Member as per society bills (including balcony area).
- Superior Flat Amenities offered by Developer than proposed herein.
- Displacement Compensation.
- Hardship Compensation / Corpus Fund over and above the minimum Hardship Compensation mentioned in the Tender Document
- Period of Completion of the Project

(vii) Evaluation of Envelope No. 3: Evaluation of Envelope No. 3: This shall be the first envelope to be opened, any envelope submitted without a valid EMD by way of DD/Pay order of amount Rs 25,00,000/- (Rupees Twenty Five Lakhs only) in favour of the society shall be rejected at once.

(viii) Due weightage shall be given to bids that exceed the minimum requirements specified in the Tender Document, along with the financial stability and experience / track record of the Tenderer.

(ix) Due weightage shall be given to those Tenderers to undertake the Project in their own name and not through a special purpose vehicle.

16. Society and/or the Managing Committee shall have the right to shortlist [3] or more Tenderers, at its discretion, and to negotiate with such shortlisted Tenderers before determining the successful/selected Tenderer.

17. Presentation: The shortlisted Tenderers may, at the sole discretion of the Society and/or Managing Committee, be invited to make presentations of their proposal before the Society for better understanding and appreciation and such presentation shall contain the following details:

(i) Organization details of the Tenderer

(ii) Details of source of funds for the Project

(iii) Details of the estimated receivables for the Project

(iv) Details of the estimated cost evaluation data

(v) Proposed timelines of the Project

(vi) The proposed schematic layouts of the Project, highlighting the entire scheme, along with presentation of the general arrangement drawings containing at the least, sample floor plans, plans of the various configurations of premises proposed to be constructed in the New Buildings and the common areas and amenities to be provided in the Project. The Tenderer shall also at the time of the presentation handover a physical booklet of the detailed drawings in A2 size to the Society, explaining the proposed scheme / plan / design / drawings and a USB Drive.

A short version of the Plan presentation shall also be attached for distribution to Members having the following: Layout Plan, Ground Floor Circulation, Parking Plans, Amenity Podium Plan, Typical Plans (all typologies), Individual Floor plans with all dimensions/sizes clearly visible, Sale Plan, Elevation/Section and Views.

(vii) Methodology of the construction of the Project including quality control management and proposed time schedules for execution of the Project

(viii) Such other information and/or documents as may be prescribed by the Society and/or Managing Committee.

(ix) The Tenderer shall also answer all queries raised by the Society during such presentations.

18. Validity of Offer: The Bid given by the Tenderer shall be firm and remain valid for a minimum period of 270 (two hundred and seventy) days from the date of opening of the Bid.

19. Rejection of the Tenderer/Tender: On the occurrence of any of the following events or on the grounds as mentioned herein below, without prejudice to the power of the Society to

unconditionally reject any Bid received without assigning any reason, the Tenderer may be disqualified and its Bid can be rejected by the Society at its sole discretion:

- (i) Failure to meet the Pre-Qualification Criteria as detailed in **Proforma B** hereto;
- (ii) In the event the Tender is submitted partly or is incomplete in any manner;
- (iii) Tenderer proposes any alterations/variance in the terms, time or conditions mentioned in the Tender Document;
- (iv) All corrections and additions to the Bid are not properly attested;
- (v) The Tenderer attempts to influence the opinion / decision of the Society and/or the PMC and / or their personnel;
- (vi) The Tenderer has failed to provide necessary information or timely clarification which is essential to evaluate the Tenderer's qualification or has failed to substantiate the information submitted or the Tenderer has given incorrect information;
- (vii) The Bid is conditional, *i.e.* the terms and conditions of the Bid contain a variance with the terms and conditions stipulated in the Tender;
- (viii) If the Tenderer does not disclose the full name and address of all of its directors (in the case of a company) or joint venture partners (in the case of a Special Purpose Vehicle).
- (ix) Tries to contact or influence the Society / Management Committee / Legal Advisor / PMC on any matter relating to the Tender, evaluation and comparison of the Bids or awarding of the contract. Any effort by the Tenderer to influence the PMC / Legal Advisor;
- (x) The Bid stipulates a validity period less than the minimum validity period prescribed in the Tender Document.
- (xi) In the event each page of the Bid is not signed and stamped with the seal of the Tenderer.
- (xii) The Bid does not contain the necessary supporting documents.
- (xiii) The Tenderer attempts cartelization or canvassing in any form.
- (xiv) The Tenderer has submitted more than one Bid through its own other Entities.
- (xv) Bid submitted after the prescribed timeline or hour of operation subject to right of the Management Committee to extend the timeline or hours of operation or to accept such Tender, at its own discretion.

20. In the case of rejection of the Tender by the Society, the EMD paid by the Developer shall be refunded within a period of 90 days from the receipt of intimation of such rejection by the Society without any interest thereon and no agreement shall be deemed to have been arrived at between the Society and the Developer.

21. The decision of the Managing Committee of the Society shall be final and binding on all the Tenderers.

22. The process of evaluation of Bids and selection of the successful Tenderer shall be treated as final and non-negotiable

23. Notwithstanding anything contained herein, the Bid is not a concluded contract between the Society and Developer with respect to the re-development of the Property unless and until the Development Agreement is duly executed and registered.
24. Both parts of the Tender comprise of a composite document and acceptance of any one part or act of responding to the Tender shall mean that the Tenderer has read both the parts of the Tender and agreed to abide by the terms, conditions, and stipulations of the Tender in entirety.
25. In the event of amendments made / notifications issued under DCPR 2034 (save and except GR dated 08.07.2021 for Regulation 33(9) of DCPR 2034), or even otherwise, the Society reserves the right, in its sole discretion, to carry out discussions/ negotiations of terms that shall change on account of these amendments / notifications towards DCPR 2034 or as may be decided by the Society, with shortlisted Tenderers or even with the appointed Developer without being required to float a fresh Tender for the purpose of redevelopment of the Property. The Society is entitled to withdraw the entire tendering process at any time it desires, and no claims shall be made for costs incurred or otherwise.
26. Return of Untendered Bid Documents: The Tenderer is requested to return the untendered Bid documents on or before the submission date.
27. Confidentiality: Tenderers are to treat all information contained in the Tender Document, relating to the Project and the tender process as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Tender.

PART 1: SECTION – 3

COVERING LETTER TO THE SOCIETY ON DEVELOPER'S LETTERHEAD

Date: _____

To,
The Managing Committee
The Nepeansea Co-operative Housing Society Limited (Shanaz Building) (“Society”)
Nepean Sea Road,
Malabar Hill,
Mumbai – 400 006

Sub: Submission of tender for re-development of all that piece and parcel of land admeasuring 5982.49 square metres bearing Cadastral Survey No. 231 of Malabar Cumballa Hill Division within the registration district and sub-district of Mumbai City and situate, lying and being at Nepean Sea Road, , Malabar Hill, Mumbai (“Land”) along with the building standing thereon comprising two wings, *i.e.* having ground plus 18 upper floors, known as ‘The Nepeansea CHSL (Shahnaz Building)’ (“Building”) (the Land and the Building are hereinafter collectively referred to as the “Property”).

Dear Sir,

We, the undersigned, have to address to you as under:

1. We have collected the Tender Document from the Society’s office on _____ and paid the non-refundable amount of **Rs. 3,00,000/- (Rupees Three Lakh Only) + 18% GST** at the time of collection of the Tender Document in the form of DD/PO/Cheque No. _____ drawn on _____ Bank dated _____ (“Bid Fees”).
2. We have perused, read, examined, understood, and accepted unconditionally and irrevocably, the conditions of the Tender Document, all specific notes, instructions, conditions, and commentary contained in the Tender Document, all the Proformas and Annexures attached thereto [*and Official Society's addendum to the Tender, if any*], in respect of the proposed re-development of the Property. We irrevocably and unconditionally agree to abide by the conditions in the Tender Document and the same shall be binding on us in total.
3. All capitalized terms used herein but not defined shall have the same meaning ascribed to them in the Tender Document.
4. We hereby make an offer to re-develop the Property on the terms and conditions as stated in the Tender Document and which shall be more detailed out in the Development Agreement (“Offer”). We enclose herewith our Bid in a sealed envelope as specified in the Tender

Document and declare that the information furnished by us, in our Bid, is true, accurate and correct.

5. We further state and confirm that the Offer is unconditional, irrevocable, and binding upon us irrespective of any changes, modifications or alterations in the regulations, policies, procedures, or compliances required by any government authority prior to completion of the re-development of the Property.
6. We hereby represent, warrant, and declare that:
 - (a) we have visited the site of the Property and have satisfied ourselves with the conditions of the Property and in particular the following:
 - (i) Site conditions;
 - (ii) Development potentiality of the Property and the limitations with regard to the development of the Property;
 - (iii) Topography of the Land;
 - (iv) Location, plot layout and layout of the Building;
 - (v) Existing roads, approaches, access and pathways to the Property;
 - (vi) Setbacks handed over and physical present plot in possession of Society
 - (vii) Any other condition, risk, contingency which may affect the Offer.
 - (b) We have studied all the necessary existing documents pertaining to availability of the FSI, free of premium FSI, TDR, etc. and have satisfied ourselves with regards to overall requirements of the re-development project of the Society and the Offer shall not be contingent on any cost escalations or other market / financial variations.
 - (c) We have independently carried out our due diligence in respect of the said Property and are aware that the Society does not have its Property Card at present. We are further aware of the tenure of the Land and are satisfied with the title of the Society to the said Property.
7. We have quoted the Offer considering all the risks likely to be encountered during execution of the proposed re-development of the Property.
8. Nothing mentioned in this writing or in the Bid shall mean or deemed to mean that we have been selected or appointed as the developer for the re-development of the Project and/or create or shall deemed to create any right, title or interest whatsoever in our favor in respect of the Property and/or the proposed re-development of the Property and acceptance of any offer of any Tenderer is merely for the purpose of taking forward the negotiations for the

proposed re-development Project and for arriving at the final terms of development acceptable to the Society, which terms will be detailed out in the Development Agreement. In case of any default by us in our obligations, we acknowledge that you are at liberty to reject our offer at any time.

9. In the case of our bid being shortlisted by the Society, the EMD submitted to the Society in accordance with **Clause [1] of Section 2 of Part 1** of this Tender Document shall be retained by the Society in the manner set out in **Section 4 of Part 2** of this Tender Document.
10. We irrevocably agree and undertake that in the event we are selected as the successful tenderer by the Society and/or the Managing Committee, we shall deposit the Total Security Deposit (inclusive of the retained EMD) with the Society in accordance with **Clause [4] of Section 4 of Part 2** of this Tender Document and the same shall be retained by the Society in the manner set out therein.
11. We irrevocably agree and undertake to handover to the Society, (a) the Bank Guarantee in accordance with **Clause [12] of Section 4 of Part 2** of this Tender Document and (b) duly executed documents in respect of the Security Premises in accordance with **Clause [12] of Section 4 of Part 2** of this Tender Document, at the time of Society handing over license to us for redevelopment.
12. We state, confirm and undertake to pay all amounts mentioned in the Tender Document and in our Financial Bid, including but not limited to Displacement Compensation, Hardship Compensation, relocation / shifting charges, Bank Guarantee etc. as set out in **Section 4 of Part 2** of this Tender Document.
13. We further understand that in the event of amendments made / notifications issued under DCPR 2034 (save and except for GR dated 08.07.2021 modifying Reg 33(9) of DCPR 2034), or even otherwise, the Society reserves the right, in its sole discretion, to carry out discussions/ negotiations of terms that shall change on account of these amendments / notifications towards DCPR 2034 or as may be decided by the Society, with shortlisted Tenderers or even with the appointed Developer without being required to float a fresh Tender for the purpose of redevelopment of the Property. We also understand that the Society is entitled to withdraw the entire tendering process at any time it desires, and we shall not have any claims for costs incurred or otherwise.
14. We further hereby agree to prepare, submit and present the Tentative Plans upon first round of shortlisting as well as finalized and Selected Plans to the Society upon selection, in accordance with **Clause [5] of Section 4 of Part 2** of this Tender Document.
15. Within the period as shall be detailed and specified in the Letter of Intent, we agree and undertake to execute and register the Definitive Agreements in the form decided upon by the Society and their Legal Advisor.

16. We will comply with our obligations as promoter in respect of RERA, as set out in **Clause [13]** of **Section 4** of **Part 2** of this Tender Document.
17. We have read and understood the terms of this tender relating to the GST implications, as set out in **Paragraph 2(e)** of **Section 1** of **Part 2** of this Tender Document. We understand that in lieu of the development rights proposed to be granted by the Society under the Development Agreement (as approved by the Society's Members in its General Body Meeting); we are required to provide the following:
- (a) Provision of fully finished residential premises (encompassing the existing and additional areas) (*i.e.*, the Members New Area) in the New Building, as per Specifications provided herein and subsequently finalized between the Parties, on free of cost basis to the Members (including car parking spaces and access to common areas/amenities and building amenities);
 - (b) Provision of fully furnished office premises to the Society on free of cost basis;
 - (c) Displacement Compensation in cash (as set out in this Tender Document) to the Members towards provision of the Members New Area (including but not limited to the agreed Displacement Compensation, brokerage and relocation/shifting charges). The cash compensation to the Members shall be increased by the actual GST required to be borne by the Members on the brokerage/shifting charges; and
 - (d) Hardship Compensation to the Members / Society.
 - (e) Other ancillary benefits as mentioned in our Financial Bid or agreed upon between us and the Society

We understand that the aforesaid benefits are cumulatively required to be given to the Society/Members in lieu of the development rights granted to us in respect of the Property. Accordingly, we are aware that as promoters of the proposed new Project, we are required to and we hereby agree to discharge the applicable GST on each of the aforesaid components in accordance with Notification No. 13/2017 – Central Tax (Rate) dated 28th June 2017 read with Notification No. 11/2017 – Central Tax (Rate) dated 28th June 2017 and other applicable Notifications/Circulars issued by the Central Board of Indirect Tax and Customs.

We hereby understand and agree that our Financial Bid is based on the premise that the Society/Members shall not be liable to bear any GST arising out of the re-development of The Nepeansea Co-operative Housing Society Limited including on the grant of development rights by Society to us and construction of Members New Area by us for the Members. Consequently, we hereby agree to re-imburse and indemnify the Society and/or its Members in respect of any GST liability required to be borne by the Society and/or its Members or any GST demand raised on the Society and/or its Members (including tax, interest and penalties) in respect of the aforesaid residential Project proposed to be

undertaken by us or in the event of any action initiated by any governmental authority for the recovery of GST demands against the Society and/or its Members or in the event of any change in law occurring on or after the date of this Tender Document.

18. We are aware that currently the Society does not have a PR Card in its possession. Attempts to obtain the same have not been fruitful by the Society since the file is in Court through the Collector office. We are also aware that the Society derives its title by way of a registered Conveyance Deed dated 26th December 1963. Upon selection, we undertake that we shall do the needful to create/ update the Property Register Card with the name of the Society namely "The Nepeansea Co-operative Housing Society Ltd." Entirely at our cost and without any recourse to the Society.
19. We are aware that the existing building plans, IOD, CC, OC BCC, etc are not available with the Society and that we may not get the benefit of protected FSI under Reg 30(C) of DCPR 2034 and/or Free of Cost Fungible Compensatory Area as per Reg 31(3) and/or Free of cost Incentive FSI under Reg 33(7B) of DCPR 2034. We confirm that we shall remain firm on our offer, irrespective if these benefits are made available to us by MCGM. We confirm that our offer shall remain Firm irrespective of actual consumption of BUA/FSI on the plot.
20. We also assure the Society that we will liaise closely with the PMC and act in accordance with the directions and instructions of the Society and the PMC.
21. We will keep this offer valid for a period of 270 (two hundred and seventy) days from the date of the opening of the Tender.
22. In the event the Offer is accepted and we are appointed as the Developer in respect of the Project, we agree and undertake to:
 - (a) comply with all the pre-vacating obligations set out in **Clause [7] of Section 4 of Part 2** of this Tender Document;
 - (b) achieve Project Completion by the Project Completion Date; and
 - (c) keep the Security Premises reserved and unsold until Project Completion in case of default by us in achieving Project Completion by the Project Completion Date and/or for failure to make any payments due by us to the Society and/or its Members pursuant to the Tender Document.
23. We confirm that Society is not bound to accept the highest offer and shall be at liberty to reject any or all offers outright or postpone the bidding process without assigning any reason whatsoever. The decision of the Society in this regard shall be final and the Tenderers and/or any other person shall not have any claim against the Society in this regard. The Society also reserves the right to re-negotiate the terms and conditions as well as the bids made by the

shortlisted Tenderers and seek additional alternative responses from the chosen / shortlisted Tenderers during the process.

24. We confirm that we will be conferred with the rights of re-development only on the execution and registration of the Development Agreement and on the terms detailed therein and the Society shall be retaining FSI equivalent to the aggregate carpet area of the Members New Flats. No contract shall be arrived at or deemed to be arrived at, until such execution and registration of the Development Agreement and we shall not claim any right, title or interest of any nature whatsoever in the Property or part thereof until such time. The retention of the Security Deposit or the Society issuing the Letter of Intent does not create and shall not be construed as creating any rights in our favor.
25. We understand and agree that payments by us of any amounts (including the non-refundable Bid Fees and the EMD) or the incurring by of any expenses by us, or the engagement of any professionals by us, or any submissions of any plans to any authorities or the obtaining of any permissions, or payment of any amounts to any authorities, or any correspondence with the Society or any of its Members, or any other act done by us or surveying the land area or soil inspection, shall be deemed to be done in the course of negotiations and shall be without prejudice to the rights of the Society and/or its Members.
26. We also agree and undertake that simultaneously with the execution of the Development Agreement, we shall at our costs and expenses including stamp duty, if applicable, execute the RERA Agreement for Sale and execute and register a limited Power of Attorney in favour of the Managing Committee of the Society granting powers to deal with the Security Premises on basis of the Agreements for Sale in case of any default as aforesaid.
27. We shall not be entitled to amalgamate the said Property with any of the adjoining properties while carrying out redevelopment.
28. We shall not claim any benefit arising out of set-back area, whether already handed over or to be handed over by the Society, and the same shall exclusively belong to the Society and we agree to obtain TDR certificate in name of Society in respect of such set-back area.
29. We agree to work on the Project for mutual benefits; the interest of Society shall be of prime focus and shall take precedence over any financial benefits that we may have.
30. We agree and acknowledge that any attempt or effort by any Tenderer to influence the PMC on this Project, their personnel, any member of the Society on matters relating to consideration and evaluation of the Bids, awarding of contracts or any other aspect of the Project, will result in rejection and forfeiture of any amounts paid to the Society until such date and disqualification from the entire tender process.
31. We do hereby confirm that the Tender, the Proformas, the Annexures and the supporting documents are duly stamped and signed by a signatory duly authorized by our organization

and the document supporting his/her authorization, *i.e.* bank signature verification document, and designation of signing authority. PAN and Aadhar Card details for the authorized signatory are attached with this submission along with all contact details (*i.e.* mobile number, land line number, email address and correspondence address of the duly authorized signatory).

32. In the case of rejection of the Tender by the Society, the EMD paid by the Developer shall be refunded within a period of 90 days from the receipt of intimation of such rejection by the Society without any interest thereon and no agreement shall be deemed to have been arrived at between the Society and the Developer
33. We confirm that we will be conferred with the rights of re-development only on the execution and registration of the Definitive Documents and on the terms detailed therein. No contract shall be arrived at or deemed to be arrived at, until such execution and registration of the Definitive Documents and we shall not claim any right of any nature whatsoever in the said Property or part thereof.
34. We hereby confirm and undertake that we shall not raise any loan/finance on the security of the plot/property owned by the Society, Land and/or Existing Carpet Area and / or the Members New Flats and / or the Secured Lien Area, Common Areas, Members Parking Areas, Common Areas and amenities of the project and/or the Flats owned (including proposed additional area) by its Members and our rights to obtaining finance will be limited to the free sale component (less the Secured Area) and all funds received from such finance will solely be utilised for this Project and shall not be diverted to any other project/company of ours. No cross collateralization shall be permitted.
35. We do hereby confirm that the Tender, the Proformas, the Annexures and the supporting documents are signed by a signatory duly authorized by our organization and the document supporting his/her authorization viz : Bank Signature verification document, designation of signing authority, with PAN details (and Aadhar Card details for the Authorized Signatory) are attached with this submission with all contact details mobile number, land line number, email address and correspondence address of the duly authorized signatory.
36. We further agree that the Society reserves the right to withdraw the entire Tender process at any point of time and refloat / re-invite the new Tender at later date if required.
37. Upon selection of Developer, EMD's of another remaining Tenderers shall be returned

Yours truly,
Seal and Signature of Tenderer
Name and Designation of Signatory:
Date:
Place:

(Note: This letter should be signed only by the person who has financial authority to deal with the Society and shall be accompanied by a board resolution authorizing such person to sign this Letter and submit the Bid on behalf of the Tenderer.)

PROFORMAS FOR TENDERER DETAILS

PROFORMA 'A'
(THE CREDENTIALS OF THE ORGANISATION)

- (a) Name and Address of the Organization:
- (b) Registered Address
- (c) Telephone Nos.
- (d) Email address.
- (e) Website URL
- (f) Nature of the Organization:
(Whether partnership firm / LLP / Company)
- (g) Is the Developer proposing to form a special purpose vehicle **Yes / No**

If yes, please provide the following details / documents:

- (i) Shareholding pattern of the promoter and Parent Entity;
- (ii) Copies of the share purchase agreement and the shareholding agreement;
- (iii) Registration certificate of the SPV;
- (iv) List of directors of the SPV and the shareholders of the SPV;
- (v) Minimum shareholding of Parent entity to be retained in the SPV throughout project Lifecycle

(h) Details of key technical and non-technical persons of the Tenderer:

Sr No.	Name of the Person	Qualification	Years of Experience	With Company	Designation

Seal and Signature of TENDERER
Name and Designation of Signatory:

PROFORMA 'B'
(FINANCIAL STATUS OF THE TENDERER)

1. Summary of the assets and liabilities (as stated below) of the Tenderer on the basis of the audited financial statement for the last three financial years and projections for the current financial year.
 - a) Total assets;
 - b) Current assets;
 - c) Cash, investments and receivables;
 - d) Total liabilities;
 - e) Current liabilities;
 - f) Net worth;
 - g) Working capital;
 - h) Authorized capital;
 - i) Capital issued and paid up;
 - j) Total liability to net worth ratio;
 - k) Total turnover of the company;
 - l) Debt & Debt to Equity Ratio as per the Latest Audited Financial Books
 - m) Current Ratio and Other Liquidity Ratios
2. Value of the construction undertaken by the Tenderer in the last 3 (three) financial years and projections for current year:

Year	Current Financial Year 2024 - 2025	Financial Year 2023 -2024	Financial Year 2022 - 2023
Value of construction (INR)			

3. Net Profit (before tax and after tax)
 - a) Current Financial Year (*i.e.* 2024 – 2025); and
 - b) During the last 2 (two) financial years (*i.e.* 2023-24, 2022 – 2023).
4. Developer's Financial arrangements - Own Resources
 - a) Balance on books/Capital available for utilization on the Project.
 - b) Bank Credits/Bank Line of Credit available for utilization on the Project.
 - c) Others (specify)
5. Certificate of financial soundness (solvency) from scheduled bank (excluding co-operative banks).

6. Approximate value of projects in hand (*i.e.* project cost and construction area of project in square feet) which are in progress/expected to start in 2025-2026. A separate table can be given to that effect having the following details:
 - a. Project cost and revenue potential of projects in hand/proposed to start in 2025-2026
 - b. Construction area of the projects in hand/expected to start in 2026.
7. CIBIL (Credit Information Bureau (India) Ltd.) and/or CARE Ratings report of (a) the Tenderer, (b) the Parent Entity of the Tenderer, and (c) the Directors of the Tenderer.
8. Copies of audited balance sheet for the last 3 (three) financial years submitted to tax authority which is self-attested by the Tenderer.

PROFORMA 'C'
(Experience of the Tenderer)

UNDER CONSTRUCTION PROJECTS (ONGOING)

Sr. No.	Project Name	Type: Residential / Commercial/ Mixed AND whether SRA / Redevelopment / Open Plot	Location including reference contact details	Plot Area in Square Meters	Construction Area in Square Feet	Height of Building / Buildings & No. of Floors	Project Cost in INR	Date of procurement of IOD (For completed and ongoing projects)	Date of procurement of CC (For completed projects) in the last five years
1									
2									
3									
N									

COMPLETED PROJECTS

Sr. No.	Project Name	Type: Residential / Commercial / Mixed AND whether SRA/ Redevelopment/ Open Plot	Location including reference contact details	Plot Area in Square Meters	Construction Area in Square Feet	Height of Building / Buildings & No. of Floors	Project Cost in INR	Date of procurement of IOD (For completed and ongoing projects)	Date of procurement of OC (For completed projects) in the last five years
1									
2									
3									
N									

(Note: (i) Attach separate sheets if necessary, keeping the same format; (ii) (ii) in case of an SPV, please provide the above details pertaining to the shareholders)

Please provide References for Ongoing projects wherever possible.

UPCOMING PROJECTS (Development Agreement/Acquisition/ JDA Completed)

Sr. No.	Project Name	Type: Residential / Commercial / AND whether SRA/ Redevelopment /Open Plot	Location	Plot Area in Square Meters	Proposed Construction Area in Square Feet	Height of Proposed Building / Buildings & No. of Floors	Project Cost in INR	Date of procurement of IOD (if received)	Quantum of Equity/Company funds committed to the Project (Mandatory)	Reference & contact details (Mandatory)
1										
2										
3										
N										

(Note: Attach separate sheets if necessary, keeping the same format)

Name & seal of company

Signature of Bidder with date

DETAILS OF STALLED PROJECTS (IF ANY) IN LAST 10 YEARS

Sr. No.	Project Name	Reason for delay	Time since project is stalled	Current status of the project
1				
2				
3				
4				

(Note: (i) Please attach additional sheets if required, keeping the same format, (ii) in case of an SPV, please provide the above details pertaining to the shareholders)

DETAILS OF DISPUTED PROJECTS (IF ANY) IN LAST 10 YEARS

Sr. No.	Project Name	Brief particulars of the dispute affecting the project (please include details of the forum / authority / court, parties / claimants, orders including injunction, penalty if imposed on the bidder, etc.)	Present status of the project
1			
2			
3			
4			

(Note: (i) Please attach additional sheets and provide supporting documents, if required, (ii) in case of an SPV, please provide the above details pertaining to the shareholders)

Name & seal of company

Signature of Bidder with date

PROFORMA 'D'
(LITIGATION HISTORY)

The Tenderer, in case of a Limited Liability Partnership, each partner thereof, and in case of Limited Company, each Director thereof shall provide information pertaining to all claims/disputes raised and proceedings/cases/disputes filed by and/or against them and the Tenderer in respect of:

- (a) Invocation of bank guarantee resulting from contracts executed in the last 5 (five) years.
- (b) Demand/claim/disputes under any of the provisions of the Insolvency and Bankruptcy Code, 2016 in the last 10 (ten) years.
- (c) Action under the provisions of the Anti-Corruption Laws or Money Laundering Laws in the last 10 (ten) years.
- (d) Action under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 in the last 10 years.
- (e) Any criminal complaint in the last 10 years.
- (f) Any pending complaints / cases before the Real Estate Regulatory Authority and / or its Appellate Tribunals.

A separate sheet for each person in the following format: -

Case Number & Parties involved	Forum	Cause of Action	Dispute Amount (Current Value)	Orders passed therein (with a copy of such order)

PROFORMA 'E'

(DECLARATION-CUM-UNDERTAKING-INDEMNITY)

We, M/s. _____ a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____, represented herein by its duly authorized partner _____, [or] a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____, do solemnly affirm and say as follows:

1. We are a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____ [or] a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having the following as our partners/ directors, that is:
 - (a)
 - (b)
 - (c)
 - (d)

2. The Nepeansea Co-operative Housing Society Limited, having address at Nepean Sea Road, Malabar Hill, Mumbai, Maharashtra 400006 ("**Society**") has issued to us Tender no. _____ dated _____ in respect of the proposed re-development of all that piece and parcel of land admeasuring 5,164.66 square metres bearing Cadastral Survey No. 231 of Malabar and Cumballa Hill Division within the registration district and sub-district of Mumbai City and situate, lying and being on Nepean Sea Road, Malabar Hill, Mumbai along with the building standing thereon comprising two 2 wings, *i.e.* Wing A & B having ground plus 18 upper floors each including terrace, known as 'The Nepeansea Co-Operative Housing Society (Shahnaz Building).'**(Property)**).

3. We are now submitting the Bid in relation to the re-development of the Property, and hereby agree, declare, undertake, and confirm the following:
 - (a) The facts, statements, information, offer, representation/s, declaration/s, and/or documents provided by us in the duly submitted Bid are true and correct.

 - (b) Our *Firm/Company* has not been barred by any Government Authority from participating in the Tender as on date nor any time during our existence or formation nor is our *Firm/Company* a part of any shell company associated with money laundering as per Applicable Laws.

 - (c) Neither we nor any of our / *Directors / Promoters / Partners* have any criminal cases under any court of laws pending against them.

- (d) We are not involved in any illegal activity and/or not alleged for any criminal act of any nature at any time.
- (e) We have not defaulted on any of our financial obligations such as loans from banks / NBFCs and no insolvency proceedings have been instituted or pending or threatened against us.
- (f) We are in compliance and have at all times been in compliance with all Applicable Laws, including Money Laundering Laws and Anti-Corruption Laws and have not received any notice from a Governmental Authority in respect of any non-compliance.
- (g) We are submitting this Tender and undertaking the work stipulated herein by ourselves and, and not for and/or on behalf of and/or for the benefit of any other persons or parties or as a *benami*, or otherwise in any other the capacity.
- (h) We have not made, promised to make, or caused to be made any payments of anything of value, (i) to or for the use or benefit of any Government official; (ii) to any other person either for an advance or reimbursement, with knowledge or reason to know that any part of such payment would be directly or indirectly given or paid by such other person, or would reimburse such other person for payments previously made, to any Government official; or (iii) to any other person or entity, to obtain or keep business or to secure some other improper advantage.
- (i) There is no outstanding investigation by any Governmental Authority, and/or any dispute or proceedings with any person, or any internal investigation, relating to any violation of Applicable Laws, including Anti-Corruption Laws and/or Money Laundering Laws, by us, and/or any of its family members, employees, executives, principals, owners, directors, officers, managers, agents, employees, representatives, consultants or any other person acting for or on behalf of the foregoing (individually and collectively referred to as “**Representative**”).
- (j) Indemnity to Society – RERA Indemnity to be mentioned
- (k) Neither we, nor any of our family members, and/or affiliates nor any Representative, are currently a Government Official or Governmental Authority.
- (l) No Government official or Governmental Authority presently owns an interest, whether direct or indirect, in the company/firm, or has any legal or beneficial interest in the company/firm, or to payments made and to be made hereunder.

4. We hereby indemnify and shall keep indemnified the Society and the PMC, as the case may be, against any losses, damages, costs, charges, or expenses, that they may incur, sustain, suffer,

by reason or virtue of: (i) any of the facts, statements, declarations and/or representations made by us being false, incorrect or misleading, and/or (ii) we failing, refusing or neglecting to perform or comply with any of the obligations and/or undertakings made/given in the Tender Document. We also indemnify the Society and the PMC, as the case maybe, and keep harmless at all times in the event of claim/s, action/s, demand/s and/or proceeding/s from any third parties, person/s, juristic person/s, body corporate or Government Authority/s failing, refusing or neglecting to perform or comply with any of the obligations and/or undertakings made/given in the Tender.

5. In the event we commit any act in contravention of the aforesaid provisions, we alone shall be responsible and liable for all consequences in respect thereof to the concerned Governmental Authorities and under Applicable Laws, and we indemnify and shall keep fully indemnified the Society in relation to the above, including for all consequences that may arise due to any act of omission or commission by ourselves in respect thereof.
6. This writing and the execution hereof by us have been duly approved and authorized under Resolutions passed unanimously by _____ at their meeting held on _____ 2024. Accordingly, these presents are and shall always be binding upon us.
7. We agree and undertake to bear and pay the entire stamp duty upon these presents.

Solemnly affirmed at _____)
This ____ day of 202____)
by the within named)
_____)
by its duly Authorized Signatory)
Mr./Mrs. _____)
pursuant to resolution passed at)
the meeting of its _____)
held on _____ 2025)
in the presence of ...)