

-TENDER-

PART - 2

FOR PROPOSED REDEVELOPMENT OF

THE NEPEANSEA CO-OPERATIVE HOUSING SOCIETY LIMITED (SHAHAZ 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 08/2025-26
TENDER ID: HEADWAY DM LLP/___-HSGS LTD __/2025-26**



PMC: Headway Development Management LLP
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Legal: Law Point – Advocates & Solicitors

Signature of Hon. Secretary/Chairman

**Signature of Bidder
(Post Submission)**

INDEX FOR PART 2

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PART 2: SECTION - 1

FINANCIAL BID

Explanatory note in respect of Regulations of the DCPR 2034:

Scenario A- Scenario A refers to the applicable regulatory framework for the subject property, wherein presently applicable Regulations such as Reg 33(11), 33(20b), Regulation 33(9) (as applicable prior to 18.01.2019) of the DCPR 2034 applies without the modifications introduced by the Government Resolution dated 8th July 2021 ("2021 GR"). This is because the building is located within a CRZ-II (Coastal Regulation Zone-II) area as per the approved Coastal Zone Management Plan (CZMP). As such, the amendments under the 2021 GR are not applicable at present as explained hereinbelow.

The Tenderer can opt to offer in Scenario A under any regulation the Developer deems fit as presently applicable in CRZ zones under DCPR 2034

The Society is aware that the Property is eligible for re-development under Regulation 33(9) of the DCPR 2034. Further, the re-development of the Property shall also be subject to the provisions of the Notification issued by the Ministry of Environment, Forest and Climate Change dated 18th January 2019 ("**CRZ Notification**")

Under Government Resolution dated 8th July 2021 ("**2021 GR**"), the Government of Maharashtra introduced certain modifications to, inter alia, Regulation 33(9). However, in terms of Regulation 5.2(iii) of the CRZ Notification, the 2021 GR is currently not applicable to the Property and is awaiting sanction from the Ministry of Environment and Forests & Climate Change, New Delhi.

In light of the above, in the event any Tenderer intends to submit a Bid under Regulation 33(9), then in addition to an offer under Scenario A, the Bid should also contain a proposal on the assumption that the 2021 GR is applicable to the Property ("**Regulation 33(9) Scenario B**").

The Society shall consider both the Offers at the time of evaluation.

<u>Sr. No.</u>	<u>Description</u>	<u>Offer of Tenderer Under Regulation (Scenario A)</u>	<u>Offer of Tenderer under Regulation 33(9) Scenario B</u> <i>(to be left blank if no offer made under Regulation 33(9))</i>	<u>Remarks</u>
1	DISPLACEMENT OF MEMBERS			
a)	<p>Displacement Compensation to be paid to the Members per square foot of Existing Area as per Annexure 10, or as certified by MHADA/MBRRB, whichever is more. For a period of 36 months from date of complete vacating by society plus grace period of 12 months (“Grace Period”) in the following manner:</p> <p>(i) Displacement Compensation for the 1st to 36th month to be paid in advance simultaneously with the Member vacating their existing flats by way of one single DD/PO/Cheque</p> <p>(ii) Displacement Compensation for the 37th to 48th month (Grace Period) to be paid by way of one single postdated cheque (PDC) to be handed over to the Member simultaneously with vacating of their existing flats</p> <p>(iii) Displacement Compensation for any period thereafter (Delayed Period) to be paid to the Members on a Quarterly basis by way of Postdated cheques. (4 such Quarterly PDC’s for each Member as per Delayed Period Displacement Compensation shall be held by the Solicitors of the Society and released one month before the start of the said Quarter if the OC is not received and Possession Notice is not given by the Developer to the Society Members</p> <p><i>Note: All PDC’s after 4 years to be kept in escrow of Society solicitor. To be released one month before the start date of that Quarter, if OC is not received and possession is not offered.</i></p>	<p>Accepted</p> <hr/> <p>Sign</p>	<p>Accepted</p> <hr/> <p>Sign</p>	
i)	Displacement Compensation for the 1 st to 36 th month to be paid entirely in advance as one single DD/PO at the time of vacating.	<p>Rs. _____/- per square foot per month</p>	<p>Rs. _____/- per square foot per month</p>	The Society expects a minimum of Rs. 350/- per square foot of Existing Area of the

				Members per month.
ii)	Displacement Compensation for 37 th to 48 th month i.e Grace Period with 15% increase paid as one single PDC at the time of vacating.	Rs. _____-/- per square foot per month	Rs. _____-/- per square foot per month	1 PDC for each Members 4th year Displacement compensation with the increment shall be issued at the time of vacating by the Society members.
iii))	Escalated Displacement Compensation to be paid to Members for the period beyond the Grace Period (Delayed Period) until handover of possession of the new flats to the Members.	Rs. _____-/- per square foot per month	Rs. _____-/- per square foot per month	4 Quarterly PDC's of the Escalated Displacement Compensation for the Delayed period beyond Grace Period shall be kept in Escrow of the Solicitor of the Society. To be issued in the event of delay beyond Grace Period upto Possession of flats to the Members.
iv)	Liquidated Damages Amount to be paid to Members over and above the Displacement Compensation for the period beyond the Grace Period until handover of possession of the new flats to the Members.	Rs. _____-/- per square foot per month	Rs. _____-/- per square foot per month	For period upto Possession beyond the Grace Period
v)	Relocation / shifting charges to be paid to each Member per flat (<i>i.e.</i> for shifting from existing flat to temporary accommodation and from temporary accommodation to new flat) at the time of each Member vacating their respective flat/s.	Rs. _____-/-	Rs. _____-/-	The Society expects a minimum of One months Displacement Compensation] to be paid per flat.
vi)	Brokerage charges to be paid to each Member at the time of each Member vacating their respective flat/s for a period of 36 months.	Rs. _____	Rs. _____	The Society expects the Developer to pay minimum one months'

	The Developer agrees to pay Brokerage charges of 1 months prevailing Displacement Compensation for every year after 36 months	Accepted Sign & Stamp of Developer	Accepted Sign & Stamp of Developer	Displacement Compensation as brokerage charges for the 1st 36 months. Thereafter, the Society expects one months Brokerage for every year.
vii)	Brokerage Charges to be paid per year to each of the Member for Grace Period and for further delayed period at the prevailing rate of Displacement compensation including escalations thereupon	Rs. Per annum	Rs. Per annum	The Society expects the Developer to pay minimum one months' Displacement Compensation as agreed for Grace Period as brokerage charges.

2	BENEFITS TO THE MEMBERS			
	<i>Note: due weightage shall be given to bids that exceed the expectation of the Society in respect of the benefits to be provided to Members.</i>			
a)	Percentage of additional carpet area (defined as New Carpet Area/MOFA carpet area in this Tender) to be provided to each Member over and above their Existing Area as per Annexure 10, or as certified by MHADA/MBRRB, whichever is more.	_____ %	_____ %	
b)	Hardship Compensation/Corpus Fund to be paid to each Member on Existing Area as per Annexure 10, or as certified by MHADA/MBRRB, whichever is more.	Rs. _____-/- per square foot	Rs. _____-/- per square foot	The Society is expecting a minimum of Rs. 10,000/- per square foot of the Existing Area of each Member.
c)	Terms of Payment for Hardship Compensation / Corpus Fund			
i)	On execution of Development Agreement	___ %	_____ %	
ii)	On vacating of the respective Flat by each Member.	___ %	_____ %	
	Total Corpus Fund (i + ii)	100%	100%	
d)	Stamp Duty & Registration Charges on all documents pertaining to the re-development, including but not limited to the Development Agreement, Power of Attorney, Limited Power of Attorney (for Security	Accepted	Accepted	

	Premises), PAAA (in respect of existing and additional carpet area (<i>as defined under MOFA</i>) as well as car parking spaces) to be borne and paid by the Developer.	Sign	Sign	
e)	GST on the grant of development rights, construction of existing and additional area of the Members, construction of the Society Office premises, any sums payable to the Members under the Development Agreement and PAAA including all costs relating to the construction of the Members New Area (including Displacement Compensation, brokerage, relocation / shifting charges, Hardship Compensation / Corpus Fund), any purchase of FSI from the Government / MCGM and any documents in respect thereof to be borne and paid by the Developer. GST under any head shall not be borne by the Society.	Accepted Sign	Accepted Sign	

3	DISCOUNTS TO THE MEMBERS			
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a)	Discounted rate offered by Developer on purchase of additional carpet area (<i>as defined under MOFA</i>) by Members (if any)	Rs. _____ per square foot	Rs. _____ per square foot	
b)	(i) Maximum additional carpet area (<i>as defined under MOFA</i>) per flat	(i) _____ square feet per Member	(i) _____ square feet per Member	

4	COMPENSATION TO THE MEMBERS			
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a)	Compensation to be paid by the Developer to Members desiring to sell their premises on outright basis to the Developer. The said offer shall be valid upto the receipt of RERA Registration for the Project by the Developer. Maximum Carpet Area Existing in Sqft which developer is ready to buy. Upto what stage is the offer for Purchase of the existing flats on outright basis open?	Rs. _____ per square foot _____ Sqft	Rs. _____ per square foot _____ Sqft	
b)	Compensation to be paid by Developer to Members at the time of handing over possession, in case the actual carpet area (<i>as defined under MOFA</i>) allotted in the New Buildings is reduced by more than 1% due to a planning constraint upto 2%	Rs. _____ per square foot	Rs. _____ per square foot	Min. Rs 1,35,000/Sqft

c)	Maximum deduction of 2% permissible by payment of compensation to members. Beyond 2% deviation shall not be acceptable under any circumstances.	Agreed <hr/> Sign of Developer	Agreed <hr/> Sign of Developer	
d)	In the event any Member opts to receive a bare shell flat (i.e., without internal finishes, flooring, sanitary fittings, and electrical fixtures), please specify the amount of rebate or discount that shall be offered to such Member on a per square foot basis of the carpet area.	Rs. _____ _____per sqft of proposed Carpet Area	Rs. _____ _____per sqft of proposed Carpet Area	
5	BANK GUARANTEE AMOUNT			
	The Bank Guarantee to be paid by the Developer to the Society at the time of execution of the Development Agreement.	Rs. _____ Crore	Rs. _____ Crore	The Society expects a minimum bank guarantee of Rs. 80 Crore
6	SECURITY PREMISES	_____square feet RERA CA	_____square feet RERA CA	The Society expects a minimum of 15000 square feet RERA Carpet Area in the New Buildings to be offered as Security Premises (on reducing balance basis linked to achievement of construction milestones)
7	SECURITY DEPOSIT			
	The Developer shall pay the Society Rs. 25,00,00,000 (Rupees Twenty Five Crore only) (<i>inclusive of the Earnest Money Deposit</i>) as the Total Security Deposit upon acceptance of the Bid within 5 (five) days of the receipt of the Letter of Intent.	Accepted <hr/> Sign	Accepted <hr/> Sign	
8	PARKING			

a)	<p>Each Member shall be allotted covered, independent, standalone (non-tandem) non mechanical parking spaces (of 5.50 meters x 2.50 meters size) in accordance with the following as a minimum:</p> <p><i>No of parking spaces = Number of proposed bedrooms in new flat minus 1 (one)</i></p> <p><i>In addition, the Developer shall provide visitor car parking spaces in accordance with the applicable MCGM (BMC) Development Control and Promotion Regulations, and shall further ensure that ___% of the total parking spaces in the project are reserved for visitor and common use.</i></p>	<p>— 3 BHK — 4 BHK — >4BHK __ — ___% of the total parking spaces for visitor car parking</p>	<p>3 BHK — 4 BHK — >4BHK __ — ___% of the total parking spaces for visitor car parking</p>	
b)	<p>The Society expects a Ramp-based / Conventional Car Parking to be provided for all members. Each flat shall be allotted at least one EV charging-enabled car parking space. Additionally, the installation of a Sprinkler System for fire-fighting and safety shall be mandatory and complied with as per applicable norms.</p> <p>In the event the number of Podiums cross 32m, then the Developer shall also provide car lifts in addition to Ramp for ease of vertical movement.</p> <p>Furthermore, the Society expects its parking slots/allocation closest to the Ground Floor on the lowest Podium Floors (but not in the basement). Developer to confirm</p>	<p>Accepted</p> <hr/> <p>Sign</p>	<p>Accepted</p> <hr/> <p>Sign</p>	
c)	<p>Each Member shall have one of their car parking spaces fitted with an EV charging point by way of cable running from their respective individual electric meters from a separate EV charging meter room</p>	<p>Accepted</p> <hr/> <p>Sign</p>	<p>Accepted</p> <hr/> <p>Sign</p>	
d)	<p>For 78 garages/stilt CP existing car parking spaces previously purchased by Members in the Existing Building:</p> <p>(i) (1) one extra car park to be allotted to such Members over and above the car parking spaces mentioned in 8(a) above</p> <p><u>OR</u></p> <p>(ii) compensation to be paid by the Developer in respect of each such car parking space.</p>	<p>(i) 1 (one) extra car parking space to be allotted in respect of each additional car parking space previously purchased by Members</p> <p>YES/NO</p> <p><u>OR</u></p>	<p>(i) 1 (one) extra car parking space to be allotted in respect of each additional car parking space previously purchased by Members</p> <p>YES/NO</p> <p><u>OR</u></p>	

		(ii) compensatio n of Rs. _____ to be paid in respect of each additional car parking space previously purchased by Members	(ii) compensatio n of Rs. _____ to be paid in respect of each additional car parking space previously purchased by Members	
9	Height			
	Minimum proposed floor to ceiling height of Members' new flats. Height of Members' new flats and Developers' Free Sale Flats shall be uniform.	_____mt s.	_____mts .	The Society requires 3.65 meters as the minimum floor to ceiling height
10	Future FSI			
	In the event the available FSI in respect of the Property increases during the course of re-development due to change in policies, such increased FSI and/or development potential shall belong solely to the Society.	Accepted _____ Sign	Accepted _____ Sign	
11	Entire Professional fees/redevelopment expenses of Society as follows shall be borne and paid by Developer and deposited into Society Bank account at the time of execution of the Development Agreement: Rs. 2,50,00,000 + GST (Rs. Two Crore Fifty Lakhs + GST) The Developer shall not seek or request any accounts, justification, or breakup of the above fees from the Society.	Accepted _____ Sign	Accepted _____ Sign	The validity of the said redevelopment expenses Fees is for 48 months. Any Delayed period shall be charged per month for the Delayed period Prorata with escalation considered at 10% p.a. of the Base Fees.

12	<p>In addition to what is set out in Section 7 of this Part 2, the Developer shall provide the Members with the following amenities in the Project (<i>note: the list is an indicative list and can be varied by the Developer</i>):</p> <p style="text-align: center;">Separate List can be Attached</p> <ol style="list-style-type: none"> 1. Health club / fitness centre/ clubhouse and other Amenities as per the BMC norms (utilizing a minimum of 4% of the Project FSI granted free of cost) to be available for use by Members free of cost/or as the case may be as per applicable norms. 2. Open-to-air heated swimming pool of adequate size as per the population expected in the New Buildings. 3. Podium garden with landscaping and kids play area with Playzone equipment installed 4. Enclosed kids play area/creche 5. Banquet hall of adequate size free of columns with Pre-function Area and Kitchen, opening out into an Open Lawn Area for spillover. 6. Multipurpose Court in landscaped podium area 7. Landscaped terrace area with Lounge area with amenities and elevators reaching terrace level. 8. Servant toilet at every midlanding of one staircase. 9. Drivers' rooms and toilets in basement/podium levels of the new buildings 10. Watchmen Cabins as necessary 11. Society Office (of Large Size atleast 300 sqft) plus an additional Staff Room. 12. Emergency Room with all facilities and equipment 13. 4 Guest Rooms with inbuilt fully functional Bathrooms for temporary guests. 	<p>Accepted</p> <hr/> <p>Sign</p>	<p>Accepted</p> <hr/> <p>Sign</p>	<p>The Society shall give due weightage to further / better amenities and specifications offered to the Members.</p>
13	<p>Any other amenities to be provided by the Developer to the Members in the Project</p>	<p>Yes / No</p> <p>If yes, please enclose a separate sheet with details of such amenities (if any)</p>	<p>Yes / No</p> <p>If yes, please enclose a separate sheet with details of such amenities (if any)</p>	<p>The Society shall give due weightage to further / better amenities and specifications offered to the Members</p>
14	<p>Time Frame for Project Completion:</p> <p>a. From appointment of Developer under</p>			

	<p>Development Agreement till IOD</p> <p>b. From Vacating by Society till CC</p> <p>c. From CC till OC and handover of Members premises.</p> <p>d. From Full Occupation Certificate till completion of handover to Society all common areas and amenities</p>			
15	<p>Scheme under which re-development of the Property is proposed under DCPR 2034</p> <p>FSI Statement:</p> <ul style="list-style-type: none"> • Scheme considered - • Plot Area Considered - • FSI Index Considered - • Total Proposed BUA (including Fungible Compensatory Area) – • Existing Rehab Carpet Area Considered • Existing Built-Up Area Considered - • Proposed Rehab Carpet Area - • Proposed Rehab Built Up Area - • Proposed Sale FSI - • Total Estimated Construction Area <p>Please fill in the above FSI Area Statement (in Sq. mtr.)</p>			<p>In case of incentive scheme, please mention Total BUA estimated as per Rehab + Incentive Formulae</p>
16	<p>The Developer shall retain the existing well and protect the same.</p> <p>As far as possible, the Developer shall try to retain the existing Garden and Trees on the ground and try to utilize the same in the required LOS/AOS</p>			
17	Contractor Proposed			

	(Developer can give upto 5 names of Contractors who he would propose to utilize on this Project) Developer undertakes that he will work with one of the 5 Contractors proposed herewith for the project			
18	Design Architect Proposed (Developer can propose any 3 names)			

Deviations, Caveats and Conditions of the Bid/Offer, if any:

(Developer to mention here)

PART 2 | SECTION 1.2
TECHNICAL QUESTIONNAIRE

(To be submitted by the Developer / Bidder with Sign and Stamp at the bottom)

Sr. No.	Requirement / Query	Developer's Response / Comments
A. LEGAL & CONTRACTUAL MATTERS		
1	Please provide your stand on the following key legal clauses , as generally included in redevelopment agreements:	
2	Force Majeure: Confirm your understanding and scope. The Society expects that the definition of Force Majeure shall be restricted to what is permissible under RERA and not unduly widened. Otherwise, Developer to specify acceptable Force Majeure Clause	
3	Termination and Step-in Rights: Society expects appropriate protection in case of default or delay by the Developer, including Society's right to step in or reassign the project. Please elaborate your position on termination and step-in rights acceptability. Society expects to have Termination rights as referred to in Clause [23] of Section 4 of Part 2 of this Tender Document	
4	Defaults and Payments: Outline your approach to handling payment defaults by Developer and timelines for curing such defaults. Also, eventuality of such a Default would entitle the Society to terminate the Development Agreement. Kindly confirm.	
5	Title Verification and Acceptance: Confirm your process and timelines for title verification and acceptance of Society's title before execution of the DA.	
6	Verification and Approval of Plans: Describe your proposed process and timeline for preparation, submission, and approval of building plans from the Society and for future amendments.	
B. PROJECT EXECUTION & FINANCIAL CLOSURE		
7	Please specify your proposed project funding plan , including details of own funds, loans, or joint ventures, if any. Kindly offer maximum details on this aspect. Funding - Own/ Internal Acc. - Loan/Debt - Sales - Other (please specify) -	
8	When do you expect to achieve financial closure for the project, and what steps would you take to demonstrate readiness to the Society?	
9	In case of project financing, will any mortgage or charge be created only on the Developer's portion? Confirm that no mortgage will be created on the Land and the Society's Entitlement and the Lien Area throughout the Project Period	
10	Please confirm that you will load the entire FSI upfront before vacating by the Society	
11	Please confirm whether or not you will be availing of Instalment Facility from MCGM	

C. DESIGN, SPECIFICATIONS & QUALITY COMMITMENTS

12	Confirm that the construction specifications, materials, and finishes for members' flats, sale flats, amenities, lobbies, and common areas shall be uniform in quality and finish (no distinction) between the Members and Sale Premises	
13	Developer to confirm that specifications shall be as per or superior to the minimum specification sheet attached with the tender (please find attached below in 'F')	
14	Confirm that there will be no distinction between any component of the project between existing members and customers, including in vertical transportation and lobbies, etc.	
15	Please confirm how you typically allocate Society stack of parkings in a project and how you propose to do it in this project?	
16	Please confirm the time you will require to prepare a Design presentation for the Members, if asked to do so	
17	The Society wishes to get the lower floors of Parking (closest to Ground floor) towards its allotment. Please confirm whether priority shall be given to existing Society Members for allotment of lower-floor parking spaces, ensuring that their designated parking locations are conveniently situated and aligned with their respective building wings or entrances.	
18	Would you be willing to consider requests by Society Members to i) Split their flats or ii) make Jodi flats (for members who have multiple flats)?	
E. GENERAL & EXPERIENCE DETAILS		
19	Confirm that you have no ongoing litigation or adverse orders which may affect your financial or technical capacity to undertake this project.	
20	Confirm your readiness to conduct all proceedings and meetings at a fast-track pace , given the Society's intent to conclude the process expeditiously.	

Declaration

I/We hereby confirm that all information and data provided above are true and correct to the best of my/our knowledge. I/We further agree that any false or misleading statement may result in immediate disqualification from the tender process.

Signature of Authorized Signatory

Name:

Designation:

Date:

Seal of the Firm / Company

PART 2: SECTION – 2
PREAMBLE - ABOUT THE SOCIETY

Society Name: The Nepeansea Co-operative Housing Society Limited (Shanaz Building)

We, Headway Development Management LLP, Project Consultants, as Architect / PMC for the Society, have inspected the Property for the purpose of this Report.

Sr. No.	Heads	Information
1.	Society Name	The Nepeansea Co-operative Housing Society Limited (Shanaz Building)
2.	Registration details	Certificate of Registration bearing No. 540/1963
3.	Plot Address	Nepean Sea Road, Malabar Hill, Mumbai, Maharashtra 400006
4.	Survey No and CTS No.	Cadastral Survey No. 231 of Malabar Hill Division, D Ward, Mumbai
5.	Current building type Current building approved BUA	Residential Approved Plans not available with the Society
6.	Existing Area Statement	Provided in Annexure “10”
7.	Plot area as per PRC: Plot area as per Conveyance Deed Plan: Plot area as per Physical Survey: Record of Setback Handed over	Not available Gross Plot: 5982.49 square meters 5164 square meters As per the records available there is a setback handed over of 484 sq yards (needs to be verified and revised). At present Society does not have any other record of any further setback handover in its possession. As per superimposed plan of DP/RL with Total Station Survey plan, it appears there is no further setback only. The same is subject to verification and road demarcation by the developer and authorities.

8.	No. of Existing Building	1
9.	No. of Existing Flats / Units:	<u>4 flats per floor</u> 72 Flats
10.	Garages/Covered Stilt Car park	78
11.	Open Parkings	34
12.	Common Terraces	On top of the building.
	Individual Terraces	No individual terraces
13.	Total FSI consumed	FSI consumed as per physical survey (existing carpet area X 1.2) = 2.84
14.	Existing Carpet Area (as per measurement)	Existing Member Carpet as per physical survey incl balconies = 11555.28 sqmt Existing total common areas (i.e staircase, lift & lobby areas) as per Physical Survey = 650.34 sqmt (subject to verification and confirmation. Does not include ground floor) Note - Developer to confirm whether common area prorate benefits would be available and accordingly bid.
15.	Land Ready Reckoner Rate & Residential Ready Reckoner Rate (2025 – 2026)	Rs. 4,17,080/- per square meter Rs. 8,71,080/- per square meter <i>(Note: Tenderer to make own enquiries)</i>
16.	Land Title	Acquired by the Society under registered Conveyance dated 26 th December, 1963 from Bank of India.
17.	Access	Nepean Sea Road is the access road to the Society is approximately 27.45 meters wide Road (including proposed road widening). The plot also has access from proposed 18.3m wide Narayan Dabolkar Road <i>(Note: Tenderer to make own enquiries)</i>
18.	Permissible height	As per Google Earth / NOCAS website – No Warranty- to be independently verified. Approximate Top elevation: 227 mtrs AMSL. <i>(Note: Tenderer to make own enquiries)</i>
19.	Permissible user	As per the DCPR 2034 – Residential zone.

20.	Holder as Per Property Register Card	PRC NOT AVAILABLE
21.	Other Points to Note	<ol style="list-style-type: none">1. Well is existing and to be retained2. The existing Garden shall be retained to the extent possible.3. Substation4. IOD/CC/OC is not Available of the earlier approved plan
22.	Flat Carpet areas to be considered for offer	A&D = 1890 sq.ft. B&C = 1590 sq.ft. As per regulations, if permissible, Developer to add prorata common area also floor wise for calculating incentive, etc.

PART 2: SECTION – 3
DETAILS OF THE TITLE OF THE SOCIETY TO THE PROPERTY

1. By and under an Indenture dated **26/12/1963** registered with the office of the Sub-Registrar of Assurances under Serial No. **BOM- 707/1964** executed by and between **THE BANK OF INDIA LIMITED** therein referred to as the ‘Vendor’ of the First Part, **THE VEGETABLE VITAMIN FOODS COMPANY PRIVATE LIMITED** therein referred to as the ‘First Confirming Party’ of the Second Part, (1) **GODREJ PALONJI JOSHI and MOHEMADBHAI ALIBHAI BHAVJI** therein referred to as the ‘Second Confirming Parties’ of the Third Part, **The Nepeansea Co-operative Housing Society Limited** therein referred to as the ‘Purchasers’ of the Fourth part, the Vendor therein granted, conveyed and assured unto the Society, with the confirmation of the First Confirming Party, Second Confirming Party and Third Confirming Party therein, all that piece or parcel of land or ground admeasuring 7155 square yards, believed to be of the Pension and Tax tenure (redeemed), situated at the Junction of the Nepean Sea Road and Narayan Dabholkar Road, in the city, Island and Registration Sub-District of Mumbai and registered in the books of the Collector of Land Revenue under Collector’s New No. 16360 in the Collector’s New Rent Roll No. 7223 and 2/7227, Cadastral Survey No. 231 of Malabar Hill Division, together with messuages, tenements or dwelling houses and all buildings standing thereon formerly assessed by the Bombay Municipality under “D” Ward No. 3308, Street Nos. 12-14, Nepean Sea Road and now assessed under “D” Ward No. 3308, Street Nos. 88-90, Nepean Sea Road (*i.e.* the Property) for the consideration and in the manner more particularly mentioned therein. In the manner aforesaid, the Society became seized and possessed of or otherwise well and sufficiently entitled to the Property as owner thereof.
2. Property Register Card pertaining to Cadastral Survey No. 231 of Malabar Hill Division is not available with the Society. The Developer shall at its own costs and expenses obtain/create/update the name of the Society in the Property Register Card
3. The Occupation Certificate/Completion Certificate are not available with the Society.

THE SCHEDULE OF THE PROPERTY

All that piece or parcel of land or ground bearing admeasuring 5982.49 square meters as per property register card and Cadastral Survey No. 231 of Malabar Cumballa Hill Division, situate, lying and being at Nepean Sea Road, Malabar Hill, Mumbai, Maharashtra 400006 together with all structures standing thereon including the residential building known as '*The Nepeansea CHSL (Shanaz Building)*' comprising one 2 wings, *i.e.* Building having ground plus 18 upper floors each including terrace :-

On or towards West by	:	CS.No 2/231
On or towards East by	:	Land bearing Cadastral Survey No. 231 of Malabar Hill Division
On or towards North by	:	Narayan Dhabolkar Marg 2/345
On or towards South by	:	land bearing Cadastral Survey No. 344 of Malabar Hill Division.

PART 2: SECTION – 4

ESSENTIAL TERMS AND CONDITIONS OF DEVELOPMENT

Sr. No.	Terms and Conditions	Details
1	Earnest Money Deposit (EMD)	<p>The deposit of the EMD by the Tenderer shall not mean or be deemed to mean that the Society has entered into any type of agreement or transaction with the Tenderer, until the execution and registration of the Development Agreement and purely in terms thereof.</p> <p>The EMD of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) shall not bear any interest.</p> <p>The Society shall be entitled to forfeit the EMD deposited by the Tenderer, in the event of:</p> <ol style="list-style-type: none"> 1. Default by the Developer in abiding by any of the terms and conditions and/or obligations contained herein or in any subsequent document hereafter, 2. Withdrawal of its offer for any reasons whatsoever. 3. Non-payment of any dues as per prescribed timelines. <p>NOTE: Depositing of EMD shall not mean or be deemed to mean that the said Society has entered into any type of agreement or transaction with the Tenderer, until the execution and registration of the Definitive Agreement and purely in terms thereof. Further, in case of any default by us in abiding by our obligations herein, we acknowledge that the said society is at liberty to forfeit the EMD to be deposited by us. We further agree to, if necessary, extend the validity of the Demand Draft and resubmit it to the society within a period of 7 days. Failure to do so will result in the lapse of Bid.</p>
2	Execution of Development Agreement:	<p>The Developer shall execute the mutually agreed Development Agreement (DA) with members of the Society and the Society and pay the required Stamp duty and register the same.</p>

		<p>It is to be noted that the Society shall give only development rights to the developer and shall retain FSI equivalent to aggregate carpet area of the Members New Flats and a license to enter upon the Property shall be granted only upon all Members vacating the property after IOD and for the specified period on the terms which shall be stated in the Development Agreement. The Society shall always hold the rights and the title of the Property and possession thereof.</p> <p>The Advocate/Lawyer appointed by the Society shall prepare the Draft of the Development Agreement. It is clarified that the aforesaid terms and conditions are indicative and the Society reserves the sole and exclusive right to add and/or modify the aforesaid terms and conditions in the Development Agreement, which shall be drafted by the Society's Advocates/Solicitors and submitted to the Developer and the terms reflected therein shall be final and binding on the selected Developer.</p>
3	Letter of Intent	<p>Within a period of 7 (seven) days from the date of selection of the Developer (<i>i.e.</i>, the selected Tenderer) by the Society, in its General Body Meeting, from and out of the Tenderers, the Society shall issue a Letter of Intent in favour of selected Tenderer, which shall, <i>inter alia</i>, reflect the Society's intention to appoint them as the Developer by entering into a Development Agreement thereby granting development rights in respect of the Property to the selected Tenderer and the broad essential terms and conditions of the re-development, including those as recorded in this Section 4 of Part 2 of the Tender Document.</p> <p>The selected Tenderer shall execute and register the Development Agreement in the form decided by the Society and their Legal Advisor within the period detailed and specified in the Letter of Selection. Time shall be considered to be the essence of the Development Agreement.</p>

		<p>Execution and registration of the Development Agreement shall mean appointment of selected Tenderer as the Developer of the Society.</p> <p>The Letter of Intent shall at all times be treated as cancelled and void only by the Society, at its discretion, and not by the selected Tenderer, including but not limited to in the event of occurrence of any the following:</p> <ol style="list-style-type: none"> a) The failure of the selected Tenderer to execute and register the Development Agreement and Power of Attorney in respect of the re-development of the Property, within the timeline prescribed by the Society under the Letter of Intent; b) Non-payment of the Total Security Deposit by the Developer to the Society at the time of execution of the Development Agreement in accordance with the Letter of Intent; c) In the event of the selected Tenderer contradicting / failing to comply with the any of the terms of this Tender Document and/or the Letter of Intent; and/or d) The failure of the selected Tenderer to furnish the Bank Guarantee to the Society in accordance with the Tender Document and Letter of Intent. e) The failure of the selected Tenderer to furnish Hardship Compensation to the members of the Society at the time of execution of the Development Agreement.
4	Security Deposit	<p>The Developer shall deposit with the Society (Inclusive of EMD retained), Interest Free Refundable Security Deposit of an amount of Rs.12,50,00,000/- (Rupees- Twelve Crores Fifty Only), simultaneous to issue of Letter of Intent appointing the Developer.</p>

		<p>The Developer shall deposit a further Rs 12,50,00,000/- (Rupees Twelve Crore Fifty Lakhs only), simultaneously with the execution of the Development Agreement with the Developer.</p> <p>The Security Deposit shall be retained by the Society towards deposit for the Defect Liability Period (60 months after Full Occupation Certificate) and thus, shall be returned without interest and subject to deductions (if any) to the Developer only upon expiration of the Defect Liability Period i.e. 60 months from the date of procurement of Occupation Certificate or on complete rectification of all the defects (to the satisfaction of the PMC and the Society) as is brought to the Developer's knowledge during the Defect Liability Period.</p> <p>Forfeiture of Security Deposit: The Society is entitled to forfeit the Security Deposit in the event of:</p> <ol style="list-style-type: none"> 1. Default by the Developer in abiding by any of the terms and conditions and/or obligations contained herein or in any subsequent document hereafter, 2. Withdrawal of its offer for any reasons whatsoever. 3. Non-payment of any dues as per prescribed timelines. 4. Failure to adhere to the timelines as prescribed in the Offer, LOI, subsequent agreements and Development Agreement.
5	Tentative Plans	<p>The Developer shall prior to execution of the Development Agreement share with the Managing Committee, 2 or 3 options/variety for each layout plan, building plan and floor plan. The Managing Committee shall in turn share the same with the Members of the Society and the Developer shall be intimated about which layout plan, building plan and floor plan has received</p>

		<p>approval from the majority of the Members in its General Body Meeting (“Selected Plans”). The Developer may be invited to clarify/answer any doubts/queries raised by the Members. The Selected Plans shall be final. The Society shall decide the configuration and layout of the New Flats, including number of bedrooms in each type of layout of flat and accordingly the floor plans shall be passed by the Society.</p> <p>The Developer shall submit only the Selected Plans before the MCGM and/or other competent authority for approval/sanction. No change/modification/variation shall be affected in the Selected Plans except with the prior approval of the Society, in writing even if the change/s is required to be made as per the directions of the MCGM or any other competent authority.</p>
6	Amalgamation	<p>The Developer shall not be entitled to amalgamate the said Property with any of the adjoining properties while carrying out redevelopment, unless accepted by the Society in writing after passing a Resolution by majority in a Special General Body Meeting.</p> <p>The Developer to note that in such an event, the Society shall hold the rights to accept or reject the proposal by the Developer.</p> <p>In the event of the Society proposing an amalgamation with a neighbouring plot for better benefits, subject to agreement on terms and conditions, the Developer shall be obligated to carry out such amalgamation/cluster development as requested/required by the Society.</p>
6.1	Setback	<p>Any benefit arising out of set-back area whether handed over or to be handed over to BMC shall exclusively belong to the Society. The Developer shall obtain DRC/TDR certificate in name of Society in respect of such set-back area.</p>
7	Obtainment of IOD and IOA	<p>Upon execution of the Development Agreement and prior to the Developer calling upon the</p>

		<p>Members of the Society to vacate, the Developer shall complete at least the following Pre-vacating Obligations within a period of 9 months from the date of execution of the Development Agreement:</p> <p>-</p> <ul style="list-style-type: none">a) IOA/IOD with fully paid FSI and fully paid TDR i.e entire development potential being loaded and paid thereon as prescribed in this Tender Document and the Development Agreement.b) MCZMA NOC under CRZ Regulations of 18.01.2019 with amendments thereto;c) Environment Clearance from the State Environment Impact Assessment Authority (SEIAA) for the Project;d) Clubbing LOI with a slum scheme as allowed by SRA for transferring of PTC component for scheme under Reg 33(11) of DCPR 2034;e) Chief Fire Officer NOC;f) Approval for Cluster Development Scheme (CDS) on the Property from MCGM under Reg 33(9) of DCPR 2034 from the appropriate authority;g) MHADA Certification of Existing Areas.h) High Rise Committee Clearance in the event the height of the New Buildings is expected to cross 120 meters (or as applicable for Cluster regulations); andi) Any other approvals identified in the Development Agreement.j) Obtain orders against dissenting members for vacating their respective premises.k) Furnish Bank Guarantee to Society and make payments to the members which are required to be made at the time of vacating.
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- l) Provide details of funds for financial closure for entire Project Cost to the satisfaction of the Society

If Development is to be carried out under Reg 33(7b), then within a period of 6 (six) months from the date of execution of Development Agreement, the Developer shall obtain the IOD with fully loaded and fully paid development potential for the Project. It is clarified that the Developer shall obtain at his cost, TDR + Premium FSI + Fungible FSI + any other permissible FSI, in the name of the Society, in accordance with the provisions of the DCPR 2034. Before vacating the Society, the Developer shall obtain Full IOD for the entire Development Potential by making payment of all premiums.

In the case of Society selecting the scheme under Regulation 33(7b) read with 33(20B) or 33(12B), then within 210 days from the date of execution of Development Agreement, the Developer shall be required to obtain plan approval of at least entire Members FSI + Lien Premises + 30% of Developers Sale area by paying the requisite premiums in full. It is further understood that the Developer shall before the Society Members are asked to vacate their premises transfer the required AHRR/contravening structure component to a separate plot by handing over necessary units to MCGM as set out under Reg. 33(20B). Under no circumstances shall any AHRR component/contravening structure tenement be made on plots of the Society.

In the case of Society selecting the scheme under Regulation 33(11), then within 210 days from the date of execution of Development Agreement and in any case before the Society Members are asked to vacate their premises, the Developer shall procure IOA for the New Building after handing over the required PTC units to SRA Department so that there are no PTC units shown in the Plan

		<p>of the New Building/s to be constructed by Developer.</p> <p>In the case of the Society selecting the scheme under Regulation 33(9), then within 210 days from the date of execution of the Development Agreement, the Developer shall obtain (a) approval for the Cluster Development Scheme from the competent authorities by having the Property declared as a Cluster Development and (b) obtain the Intimation of Disapproval after certifications of Existing Areas by MCGM/MHADA by loading entire FSI permissible including Fungible Compensatory area by paying all the premiums upfront.</p> <p>The Developer shall undertake to carry out and complete the redevelopment project in accordance with the existing laws, rules, regulations, and norms if the 2021 Government Resolution (GR) is not made applicable to the project within the Coastal Regulation Zone (CRZ) by the relevant authorities. The Developer shall have no right to delay the project or seek any additional compensation or extension of time due to the non-applicability of the 2021 GR.</p> <p>Within a period of 1 (one) month from the date of obtainment of IOD by the Developer (with fully loaded and fully paid FSI as stated above) and complying with the other pre-vacating obligations as mentioned aforesaid, the Developer shall intimate to the Managing Committee, vide a Notice to all the Members of the Society stating that they shall vacate their respective premises within 60 (sixty) days from date of Notice and the Developer shall then be permitted to access the said Property as a license for the purpose of undertaking construction on the said Land. Prior thereto, the Developer shall submit a Pre-Intimation Notice upon obtaining Concessions Approval from the Municipal Commissioner to</p>
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		<p>enable the Members of the Society sufficient time to search for Temporary accommodation.</p> <p>Developer shall hand over all payments which are due to the Society and the members prior to vacation of the existing flats.</p> <p>Developer shall hand over the necessary documents including signed RERA Agreement for Sale with registered Power of Attorney to the Society to deal with the Security Premises in respect of the Security Premises to the Society.</p> <p>Developer shall execute and register at its own cost and expenses the PAAAs (<i>defined below</i>) with the Members of the Society within period of 30 days from the date of Notice.</p> <p>There will be no deduction/change in the entitlements of the Society members including area, rents, hardship, corpus etc. if the Developer is unable to utilize the entire development potential FSI.</p>
8	<p>Timelines for vacating existing flats by members</p>	<p>Upon completion of obligations set out in Clause 7 above by the Developer and the Managing Committee being duly notified in writing of the same along with necessary supporting evidence, the Members of the Society shall vacate their existing flats in the Property within 60 (sixty) days from the date of receipt of such notice and supporting documentation by the Managing Committee.</p>
9	<p>Dissenting Members</p>	<p>In the event a situation arises of any Member(s) not co-operating with the Society in respect of the re-development, including in respect of vacation of their respective existing premises, the Developer shall have to separately put in efforts towards legal measures and deal with the errant member(s) with the support of the Society, however, the costs of such efforts shall be of the Developer alone. However, it is clarified that</p>

		other consenting Members should continue to receive their Displacement Compensation in accordance with finally agreed Terms in pendency of such legal measures reaching their conclusion.
10	Permanent Alternate Accommodation Agreement	The Developer shall execute and register Permanent Alternate Accommodation Agreements (“PAAAs”) with each of the Members in respect of the Members’ New Area by way of permanent alternate accommodation, within 1 (one) month of the date of approval of the Selected Plans and which shall in any event be prior to the date the Member being asked to vacate his/her/their respective existing flat. The stamp duty, registration charges and GST, if any, leviable on the PAAAs shall be borne by the Developer.
11	Timeline for Developer to obtain the commencement certificate	Within a period of 60 (sixty) days of all Members vacating their Existing Area and Society handing over license to the Developer for carrying re-development, the Developer shall obtain the plinth commencement certificate in respect of the Project from the concerned authority and commence construction of the Project.
12	Society's and Members Entitlement	<p>The Society and its Members shall be entitled to New Building to be constructed on the said Land along with access to all the Common Areas and Amenities and Building Amenities (as per the list specified in the Development Agreement and which is in consonance with Section 7 of this Part of the Tender). There shall be no differentiation between the existing Members and the incoming Purchasers of the Developers in terms of common area finishing, access to amenities, lifts, common terraces, etc.</p> <p>Each of the Members and/or their assigns, as the case may be, are entitled to newly Members New Premises (of an area as recorded in their respective Permanent Alternate Accommodation Agreement) and large size car parking spaces (of</p>

		<p>an area and number as recorded in their respective Permanent Alternate Accommodation Agreement) along with the Flat Amenities as recorded in Section 7 of this Part of the Tender. Formula for number of car parks = No. of bedrooms proposed minus 1. In addition, if any parking spots are proposed as compensation against the existing garages, then they shall also be added in the PAAA of that Member. Garage Compensation monetarily shall be paid at the time of vacating and execution of the PAAA.</p> <p>The Developers shall endeavor to allot to all the Members the New Flats in the New Building on the same habitable floor (over the parking levels) or the immediate next higher floor and with the same Orientation, as are presently occupied by the Members in the Building.</p> <p><u>Displacement compensation:</u> The Members shall be entitled to displacement compensation in the form of Displacement Compensation per month at the minimum rate as specified in the Financial Bid (Section 1 of this Part of the Tender) and the same shall be paid to the members in the manner as stated in the Financial Bid. In the event of any delay in the Project Completion each Member shall be entitled to a sum over and above the displacement compensation [which shall in no event be less than as specified in the Financial Bid (Section 1 of this Part of the Tender)] as pre-estimated liquidated damages till the time of handing over of New Buildings to the Society and Members New Premises to each of the Members along with enhanced Displacement Compensation at the minimum rate specified in Section 1.</p> <p><u>Shifting Charges:</u> Transportation expenditure per shifting (to and fro) shall be given in advance by the Developer simultaneous to each Member vacating their</p>
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		<p>Existing Premises at the minimum rate specified in Section 1.</p> <p><u>Brokerage Charges:</u> Brokerage charges for rental accommodation [which shall in no event be less than as specified in the Financial Bid (Section 1 of this Part of the Tender)] shall be given in advance by the Developer to the Society for its Members prior to Site Vacation.</p> <p><u>Permanent Office Premises of the Society:</u> The Developer shall construct a space as allowed by DCPR 2034 and higher if possible that can be used by the Society as a Site Office (with good quality fixtures and fittings including but not limited to a (i) 2 cupboards (of Marine Plywood) (ii) 12 chairs (iii) Marine Plywood Desk and (iv) a PC).</p> <p><u>Floor to Ceiling Height:</u></p> <p>A. The Developer shall provide the minimum clear floor to ceiling height (slab top to slab bottom) of 3.65m (minimum) for the habitable residential floors.</p> <p>B. Clear Floor to ceiling height (slab top to slab top) for Existing members' flats and sale flats shall be uniform under all circumstances.</p> <p><u>Penalty / Agreed Liquidated Damages for delay of work:</u></p> <p>a. The Society shall reserve a right to invoke the penalty/enhanced displacement compensation clause and liquidated damages for delay of work beyond 36 months + Agreed Grace Period from the date of vacating existing premises. The penalty amount shall be over and above displacement compensation at an escalated rate</p>
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- b. The Society without prejudice to any other method of recovery shall have the right to directly deduct the amount of such damages from Security Deposit and Bank Guarantee without recourse to the Developer and upon such deductions the Developer shall be liable to forthwith replenish the Security Deposit and Bank Guarantee.

Bank Guarantee:

Simultaneous to Appointed Date viz. date when last member vacates the existing flats for the purpose of redevelopment and Society handing over license to the Developer for carrying redevelopment, the Developer shall hand over the Irrevocable Unconditional Bank Guarantee of sum of a minimum amount of Rs. 80,00,00,000/- (Rupees Eighty Crores Only) of a Nationalized Bank or private bank or any Scheduled Bank as acceptable to the Society.

The Bank Guarantee shall be valid and subsisting, for the period of the Project and up to obtainment of full Occupation Certificate from MCGM and shall exceed the agreed development period by 12 months.

Security Flats:

The Developer shall provide equivalent Flats admeasuring total of about 15,000 Sq. Feet RERA Carpet Area along with required car park spaces as per DCPR 2034 as a Security to the Society in case of default by the Developer in completion the New Building and obtaining the Occupation Certificate thereof within the time frame stipulated for construction and redevelopment or for failure/neglect to make any payments due by the Developer to the Society/Members under the redevelopment. The Flats along with car park spaces shall be kept reserved and unsold until the receipt of the Occupation Certificate of the new building and

		shall be disclosed on the RERA and ROC website as an encumbrance (“ Security Flat/Developer’s Reserved Area ”). The Developer shall keep these Security Flats out of the Developer’s Flats, on the floor(s) immediately located above the floor containing existing members’ new premises as the said Security Flats/Reserved Area. The Developer shall simultaneously on the execution of the Development Agreement or latest before the Members are required to vacate their existing flats, also execute Agreements for Sale and shall also execute and register a Limited Power of Attorney in favour of the Managing Committee Members of the Society granting powers to deal with the Security flats/Reserved Area.
13	RERA Registration	<p>The Society shall not be a “Promoter” under RERA and necessary Indemnities shall be executed by the Developer as well as incorporated in the Development Agreement.</p> <p>The Society shall not be a party to the Agreements for Sale between the Developer and its Purchasers.</p> <p>The Developer shall from time to time furnish to the Society copies of Form 3 and Form 5 as shall be submitted to RERA during the course of redevelopment</p>
14	Future FSI	In case any F.S.I., beyond the FSI as agreed herein, is permitted to be utilized on the plot under any of the prevailing DCPR regulations or in case the available FSI increases during course of redevelopment due to change in policies, in all such cases the right of such increased FSI shall be owned by the Society. The decision regarding utilization of such additional FSI shall remain solely with the Society and in the event if Society decides to utilize such additional FSI during construction, the terms of agreement and benefit sharing between Society and the developer shall be then directed pursuant to negotiations between both the parties and the same shall be recorded by executing the supplemental agreement.

		Alternatively, if the Society decide not to utilise the incremental FSI, then the Developer shall not be entitled to utilise the incremental FSI and the same shall solely belong to the Society.
15	Corpus Contribution for the Society	<p>The Society holds certain amount in repairs/reserve/sinking fund for the existing Members. The purchasers of the Free-Sale Premises shall be required to contribute towards the repairs/reserve/sinking fund on pro-rata basis for equalizing their contributions with that of the existing Members and till such payment the purchasers shall not be admitted the membership of the Society. On the Date of the Society handing over the License, the Society shall furnish to the Developers the details of the funds of the Society (with accounts) and the proportionate contribution to be made in respect of the Free-Sale Premises to enable the Developer to inform the purchaser of the same. The Developers shall under the agreements for sale proposed to be executed by them with the prospective purchasers of Free-Sale Premises put such terms and conditions about the contribution towards the repairs/ reserve/ sinking fund as set out in this clause. Each application made for admission of a purchaser to the membership of the Society will be accompanied with the proportionate contribution in respect of such premises.</p> <p>Such proportionate Corpus Contribution shall be paid on the Society admitting the concerned purchaser/allottee to the membership of the Society and issuing and handing over the requisite shares/ share certificate in the name of such purchaser/allottee.</p>
16	Unsold Premises	If any of the Developers' Premises remain unsold for twelve months from the date of the Occupation Certificate, the Developer shall become a member of the Society and shall pay the proportionate Corpus Contribution for each unsold flat against the Society issuing separate shares/ share certificate to the Developers. The developer shall

		<p>pay all amounts towards outgoings, dues, taxes, maintenance and Society's charges in respect of the unsold Developers' Premises from the date of issuance of the OC, in proportion to the unsold area and equivalent to the other members of the Society.</p>
<p>17</p>	<p>Third-Party Capital</p>	<p>Only after obtaining the Full Commencement Certificate of the New Building after payment of full premium/fully acquired PTC of the New Building, the Developer shall be entitled to avail Third Party Capital and for which the Developer shall only be entitled to create a charge over the Developer's Share of Premises (save and except the Security Premises) and the Receivables arising therefrom for a construction loan which shall be used for construction of the new buildings on the said Property, Neither the <u>Land and/or Existing Carpet Area and / or the Members New Flats with FSI relating thereto and / or the Secured Lien Area, common areas, Members Parking Areas, Common Areas and amenities of the project</u> shall be mortgaged and/or charged in any manner whatsoever.</p> <p>Further, the Developer shall not be entitled to mortgage the development rights or the Developer's Premises or receivables thereof as a cross collateral for any of its other loans in any manner whatsoever. The Developer shall furnish to the Society a certificate from its Chartered Accountant, setting out the details of loan amount as per CERSAI report as is required under RERA. The Society shall not be required to provide any certificate, letter, no objection for the purpose of obtaining such funding and shall in no event be liable towards the repayment thereof. The Society shall not be a party and/or neither be liable in any manner whatsoever towards repayment of any debt / loan (principal or the interest) undertaken by the Developer, the sole liability thereof shall be that of the Developer's. However, for the purpose of verifying that the Developer has not breached</p>

		<p>the condition laid out in clause 15.1 above, the Developer shall within a maximum period of 2 (two) days furnish to the Managing Committee of the Society a copy of all the documents executed with the entity for procuring necessary finances.</p> <p>Notwithstanding anything to the contrary, the rights of any project lenders / financiers shall be subject to the rights of the Society under the Definitive Documents and any rights created in contravention of this provisions shall be void ab initio.</p>
<p>18</p>	<p>Progress Report:</p>	<p>The Developer shall submit to the Society a monthly progress report by the 4th of each month, indicating the work completed during the previous month, the work to be taken up during the coming months, problems anticipated and the suggestions to overcome such problems. The Developer shall also share a quarterly report with the Society indicating the progress as per Bar Chart to be attached to the development agreement.</p> <p>The Developer, simultaneous to execution of the Development Agreement, has to submit to the Society a project management schedule (Time Schedule) explaining the stage-wise construction estimated timelines and estimated costs/expenses sheets and abide by it to complete the Project on time. The detailed BAR/PERT or equivalent charts as directed by PMC shall be submitted for approval of the Society immediately after the commencement of work to give an accurate description of the project progress every fortnight. The chart should, <i>inter-alia</i>, indicate the requirement of materials every fortnight. Developer should analyze or break down the proposed development work to be executed by him into several parts or items and specify the time for the completion of each part or item, in the form of a BAR-CHART or equivalent.</p>

		The Developer should complete each part or item on or before such specified time. Time shall be considered as the essence of the Tender.
19	Deviation in Carpet Area of Members New Premises:	<p>Deviation in Members New Premises shall be compensated at Rs. 1,35,000/- per sq. feet for the shortfall to an extent from 1% upto 2% of shortfall.. There shall be no deviation of any nature whatsoever beyond 2%. However, in the case of Developer providing more/additional carpet area than the agreed area in the New flat, member shall not be liable to compensate the Developer for any such extra area.</p> <p>The PMC or any other third-party architect or surveyor appointed by the Society shall admeasure the Premises in front of a representative of the Developer.</p>
20	Project Completion	The Project shall be completed with the receipt of the full Occupation Certificate and completion of all the amenities by Developer within a period of 36 months (+12 months Grace period) from the date of receiving license of the Property from the Society for the purpose of redevelopment. The Developer shall obtain the 1 st C.C. (Plinth CC) within 30 (thirty) days from the date the Society handing over license of the Property to the Developer.
21	Force Majeure	Force Majeure shall have the same meaning as under RERA and as provided in the Development Agreement with the Society. It shall include events beyond the reasonable control of the Developer such as natural calamities, war, civil commotion, pandemics, strikes, or delays in statutory approvals. Non-availability of funds, rise in costs, or internal issues of the Developer shall not qualify. The Developer shall promptly notify the Society in writing of such event and take reasonable steps to mitigate its impact.

22	Defect Liability Period	Defect Liability Period shall mean 60 months from the date of procuring Occupation Certificate for the New Building.
22	Liability for Project Costs, Taxes, and Approvals	The entire costs, charges, and expenses for development of the said Property and all incremental ancillary costs thereto including but not limited to construction cost, payments of premiums, payment to all consultants, payment of all necessary taxes, dues, water charges, electricity charges, assessments, premiums, of any nature whatsoever shall be solely borne and payable by the Developer. All taxes, dues etc. leviable with respect to such development or sale / dealing of New Premises shall also be solely borne and payable by the Developer. The Developer shall pay all the necessary taxes including but not limited to, works Tender tax, GST, E.S.I.C. and all other governments' dues such as stamps duty, registration, agent fees etc., if any leviable. The Developer shall bear all the costs, charges, and expenses in relation to the demolition of the existing buildings. The debris and all the materials will belong to the Developer. The Members of the Society shall however be permitted to take away their furniture and fixtures etc. The Developer shall arrange at its cost the electricity and the water supply required for the construction work. All the deposits required for the same shall also be paid by the Developer. The Developer should make provision for sufficient water pipe connection. The Developer shall pay the stamp duty, registration charges and the other charges on the Definitive Documents including the Permanent Alternate Accommodation Agreement of all the Members.
23	Termination	The Society, without prejudice to any other rights or remedies as available to it under Applicable Law or in the Definitive Documents can revoke the selection of selected Tenderer and/or can terminate the appointment of the Developer after giving 30 (thirty) days' notice to the Developer,

		<p>on the occurrence of any of the following events:</p> <ul style="list-style-type: none">-• Failure to execute and/or register the Development Agreement within six months from date of selection of developer before Dy. Registrar.• Failure to obtain the I.O.D./IOA within the prescribed timeline.• Failure to commence construction activities within the timelines in the Definitive Documents.• Failure to purchase entire PTC/MHADA Surplus (if any) for the Project within 12 months from Development Agreement.• If construction is stopped anytime for continuous period of more than 3 (three) months.• Failure to construct RCC structure of Members New Flats within 6 months of obtaining CC.• Failure to execute and register the Permanent Alternate Accommodation Agreements with Members of the Society within 1 (one) month from obtainment of sanctioned plans.• Repeated failure to adhere to specifications and methodology mentioned in this Tender or the Definitive Documents (with the Definitive Documents prevailing over this Tender).• Subletting / assigning rights obtained under the Development Agreement to any third party.
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		<ul style="list-style-type: none">• Change in the constitution of Partnership/LLP/Company without prior approval of the Society• Any violation of laws of land by the Developer.• Failure to complete the entire redevelopment work and procure the Full Occupation Certificate within 36 months with agreed grace period from the date of vacating of the Society Property by all the Members for the purpose of redevelopment.• Failure to pay to the Members within the prescribed timeline the Displacement Compensation , Brokerage Charges, Shifting Charges, Pre-Estimated Liquidated Damages during period of delay.• In case of creation of any third-party rights without consent of Society save and except as stated in the Definitive Documents.• If the plans (whether layout plans, building plans or floors plans) are modified without prior permission of Society.• Any other deviation or breach of terms from the Tender Document or the Definitive Documents by the Developer.• If the Developer receives a notice of default under the provisions of Insolvency and Bankruptcy Code, 2016 or other similar acts, laws, rules and regulations and such default is not cured by the Developer within a period of 30 days from the date of receipt of such notice. <p>Additional termination grounds may be included in the Definitive Documents.</p>
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		<p>Termination forthwith in case of Bankruptcy and Winding Up: - If the Developer shall become bankrupt or insolvent, or have a receiving order made against him, or compound with its creditors, or, being a corporation, commence to be wound up not being a member's voluntary winding up for the purpose of reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Definitive Documents shall forthwith come to an end and be automatically terminated without any acts, deeds, matters or things and the development rights/ receivables to be collected from the purchasers of the sold inventory or the unsold inventory shall not be construed as an asset of the corporate debtor being the Developer.</p> <p>On the termination of the Development Agreement, the Society shall be entitled to forfeit all the amounts received by the Society and its Members including the Security Deposit. Such amounts shall be construed as genuine and pre-estimated loss. The Tenderer shall have no claims of any nature whatsoever against the Society.</p> <p>On the termination of the Definitive Documents, the following consequences will ensure: -</p> <ul style="list-style-type: none">• Security Deposit shall stand forfeited by the Society.• The Society shall be entitled to invoke the Bank Guarantee. The Society shall be entitled to sell or deal with the Security Premises in any manner it desires.• The license granted to the Developer shall come to an end and the Developer shall not enter upon the said Properties in any manner whatsoever.
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		<ul style="list-style-type: none"> • None of the contractor or agents or employees or representatives of the Developer shall be entitled to enter upon the said Properties. • All the movables, plants and machineries shall be forthwith removed by the Developer failing which the Society shall cause it to be removed. • The Society shall be entitled to appoint any third person as a new developer or a development manager/ contractor to complete the development of the said Property to complete the construction only up to Members new flats and security flats. Upon such appointment, the Developer shall be liable to transfer the RERA project to such newly appointed developer and all funds lying in the RERA Accounts shall be utilized by the new developer for completion of the Project. <p>The Developer shall not be entitled to seek any accounts of any nature whatsoever from the Society. Additional consequences of termination including a detailed step in right and consequences will be provided in the Definitive Documents.</p>
24	<p style="text-align: center;">Default by the Developer</p>	<p>In the event the Developer fails to complete the construction of the New Buildings within the agreed timeline from the date of the existing flats being vacated and license being granted to the developer to enter upon the Property for development purposes and thereafter a grace period of not more than 12 months, and/or fails to comply with the agreed terms that shall be contained in the Development Agreement including honouring any Post Dated Cheques on the due dates or non-payment of Displacement Compensation, the Society shall, without prejudice to any of its rights, including the exercising of step-in rights or termination of the</p>

		<p>Development Agreement, be entitled to encash the performance bank guarantees and/or sell the Security Premises and utilize the amount inter alia to pay for the rental compensation to the members and to complete the entire new building without refund of any surplus (which shall stand forfeited) or without providing any accounts. If there is any deficit the same shall be made good by the Developer.</p> <p>In the event the Developer fails to handover the New flats to the Members together with water connection from BMC, electricity connection with meters installed, piped gas connections, lift certificates, common lobbies and Occupation Certificate within 36 (thirty six) months (plus Grace Period of 12 months) from the Appointed Date then the Developers shall be liable to bear/reimburse to all the Members of the Society the Long Term Capital Gains Tax as may be levied as per the Income Tax Act 1961.</p>
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PART 2: SECTION – 5
SCOPE OF WORK & PERFORMANCE

1. Developer's Staff:

The Developer shall employ, in and about the execution of works only such persons as are skilled and are experienced in their several trades and the PMC shall be at liberty to object to and require the Developer to remove from the work any person, employed by the Developer in or about the execution of the works, who in the opinion of the PMC misconducts himself or is incompetent or negligent in the proper performance of its duties and such person shall not be again employed upon the works without permission of the PMC.

2. Developer's Supervision:

The Developer shall be responsible for ensuring that the positions, levels, and dimensions of the work are correct according to the Tender notwithstanding that he may have been assisted by the Architect / Consultant / Owner in setting out the said positions, levels and dimensions.

The Developer shall himself supervise all works or shall appoint a competent agent approved by the PMC to act instead. If in the opinion of the PMC the Developer has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give its full attention to the works, the Developer shall at its own expense, employ as its accredited agent an engineer or a suitably qualified and experienced person approved by the PMC. The name of the agent so appointed, along with qualifications, experience and address shall be communicated to the PMC. The agent shall be a responsible person adequately authorized by the Developer to take decision on site and to spend money if required for procuring material and labour etc., to carry out emergency work in the interest of the Tender work, if so, required by the PMC. Orders given to Developer's agent shall be considered to have the same force as a suitable agent as directed by the Society. Site in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Developer shall be held responsible for the delay so caused to the works.

3. Patent and other rights:

The Developer shall fully indemnify the PMC/Society arising from or incurred by reason of any infringement or alleged infringement of any letters patent, Registered Design, Trademark or Name copyright or other protected right in respect of the work or any arrangement system or method of using, fixing, or working the equipment authorized or recommended by the Developer. In the event of any action being brought or any claim or demand being made against the Society / PMC on account of any such

matters as aforesaid, the Developer shall immediately be notified thereof and he shall, at its own expense, fully co-operate with the consultant and the Society may reasonably require, to assist in the defense in such action or to resist such claim or demand. The Tender shall not settle any such action or compromise any such claim or demand without consent in writing of the PMC / Society which will not be unreasonably withheld.

4. Duties and powers of the PMC's representative:

- 4.1. The representative of the PMC shall be responsible to check, monitor, and supervise the progress and quality of the work, including testing and examination of all materials used and workmanship employed in connection with the works.
- 4.2. The representative shall have no authority to issue any instruction or order that involves extra financial implications to the Society or to make any variation in the works, except where such variation is expressly authorized or approved in writing by the Society.
- 4.3. In the event the Developer is dissatisfied with any direction or decision of the PMC's representative, the same shall be referred to the PMC, who, after discussion with the Society, shall confirm, modify, or withdraw such direction or decision, and the Developer shall abide by the final outcome.
- 4.4. The entire work shall remain under the supervision and control of the PMC and the Managing Committee of the Society. All directions or clarifications issued by the PMC in respect of the construction, interpretation of drawings, working plans, sections, and specifications shall be binding on the Developer.
- 4.5. The PMC shall verify compliance with Part Occupation Certificate (Part OC) and Full Occupation Certificate (Full OC) obligations, ensuring that all statutory and contractual conditions are duly fulfilled by the Developer.
- 4.6. The PMC shall have unrestricted access to all records, documents, drawings, correspondence, and site information relevant to the project for the purpose of verification and audit.
- 4.7. The Developer shall provide the PMC with detailed construction schedules, including any revisions or modifications, for review and monitoring.
- 4.8. The PMC shall verify and approve all material specifications, ensuring conformity with the approved quality standards and tender documents.
- 4.9. The PMC shall be entitled to conduct site surveys or inspections at any time, including random checks on the quality, progress, and safety of the works.
- 4.10. The PMC shall maintain a photographic record of site progress, key construction stages, and compliance milestones.

- 4.11. The PMC shall prepare and maintain a snag list of incomplete, defective, or non-conforming works, and shall monitor and verify the rectification of such items by the Developer prior to certification of completion.

5. Origin of materials: -

- 5.1. The Society shall have the right, at any time, to call upon the Developer for evidence of origin of raw materials and part of equipment.
- 5.2. All goods or materials supplied or used shall be first-class quality of the grade specified.

6. Discrepancies in drawings or specifications:

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions. Should any discrepancies however appear, or should any misunderstanding arise as to the meaning and import of the said specifications or drawings, or as to the meaning and as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this Tender, or as extra there upon the same shall be explained by the PMC, be binding upon the Developer and shall also do all such works and things as may be necessary for the proper completion of works as implied by the Drawings and Specifications, even though such works and things are not specifically shown and described in the said drawings and specifications.

7. Use of I.S.I. Specifications:

In cases where no particular specifications are given for any articles to be used under the Tender, the relevant specification where one exists of the Indian Standards Institution shall apply.

8. Inspection and approval:

8.1. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Developer shall give the notice to the PMC or its authorized representative when each stage is ready. In default of such notice, the PMC shall be entitled to appraise the quality and extent thereof.

8.2. No work shall be covered up or put out of view without the approval of the PMC or its authorized representative and the Developer shall afford full opportunity for examination, measurement or any work which is about to be covered up to out of view and for examination of foundation before permanent work is placed thereon.

8.3. The Developer shall give due notice along with the project progress report to the PMC or its authorized representative whenever any such work for foundation is ready for examination and the PMC or his representative shall without unreasonable delay, unless he considers it necessary and informs the Developer in writing, accordingly, attend for the purpose of examining and measuring such work or examining such foundations. In the event of the failure of the Developer to give such notice he shall, if required by the PMC uncover such work at the Developer's expense. The PMC and its representative shall have powers at any time to inspect and examine any part of the works and the Developer shall give such facilities as may be required for such inspection and examination.

9. Developer's liability of insurance and labour law compliance:

The Developer shall be liable to arrange all necessary insurances and undertake all necessary labour law compliances, at its cost, in respect of the Project.

PART 2: SECTION 6
OTHER GENERAL TERMS OF DEVELOPMENT

1. The Developer submits that his offer is based on the area of the plot being approximately 5164 square metres as per the physical survey and the maximum available F.S.I. as per any of the prevalent schemes, rules, and regulations of the MCGM and DCPR 2034 and other authorities in force for the time being. Further, the Developer is aware that on physical measurement through private survey the area in possession of the Society is 5164.66 sq.mtrs, as per info available with the Society – It appears 404.69 sq.mtrs has been already handed over (*as per conveyance deed dated 26.12.1963*). The Developer further agrees that the Society and its agents shall not be in any way responsible for the accuracy of the information supplied by the Society and that the Developer has obtained all documents and information relevant to the proposed redevelopment Project independently and has thus verified and confirmed the information provided by the Society in this Tender Document.
2. Provision for visitors parking to be made separately as per Applicable Law in addition to the minimum covered non mechanical car parking spaces to be provided to each of the Members in accordance with the following formula: *Number of car parking spaces = number of proposed bedrooms in new flat minus 1 (one)*. Further, 1 (one) additional car parking space shall be allotted *or* compensation as mentioned in **Section 1 of Part 2** shall be paid in respect of the additional car parking spaces (stilt or open) in the Existing Buildings previously purchased by Members. In the event the Members are interested in purchasing additional car parking spaces in the New Buildings, the consideration payable for purchase of such additional car parking spaces by Members shall be mutually agreed between the Parties.
3. All common areas such as the compound, open space on the Property, lobby, terrace above the upper-most residential floor, refuge areas etc. shall belong to the Society.
4. In respect of the building structure, elevation and materials, the Members should be provided with the same features as those provided to the purchasers of the Free Sale Area. The Members and the purchasers of the Free Sale Area shall both be similarly placed in the New Building/s. There shall be no separate layout, building(s), common areas and/or building amenities provided for the purchasers of the Free Sale Area de hors of the Members.
5. The Developer shall shift the existing utility lines such as, water supply, external drainage, storm water drain, telephone and electrical cables, gas lines etc. as required during construction of the Project as directed by the Managing Committee and Society's PMC. The Developer shall obtain prior approval from the concerned authorities regarding shifting of the utility services. All expenses for shifting of utility services and

obtaining necessary permissions from concerned authorities shall be borne and paid by the Developer.

6. The Developer shall take all measures and precautions to ensure that no persons on the adjoining land and/or members of the public are disturbed and/or inconvenienced during the process of the proposed re-development of the Property.
7. From the date of submission of the Bid, the Developer / Tenderer shall not (a) assign, transfer or attempt to assign / transfer the LOI / Development Agreement or any part thereof or any benefit or interest therein or sublet the Project or enter into joint venture or partnership with any other developer/third-party or (b) change its constitution and/or shareholding pattern, without the prior written consent of the Society.
8. The Developer shall undertake construction of the Members New Premises in the capacity of a contractor of the Society and shall have no right, title or interest of any nature in the Members New Premises.
9. The Developer shall not sub-divide the Property.
10. The Developer shall take the approval of the Society's PMC for the structural specifications, designs and drawings including the thickness of wall etc. in respect of the New Buildings, which shall be in consultation with Society.
11. The Developer shall not allow any encroachments / trespassers / slum dwellers on the Land during the course of the Project.
12. The Developer shall be liable to pay all outgoing and statutory dues including municipal taxes, rates, cesses, penalties, dues, charges, municipal fees, deposits, development charges, land under construction tax, N.A. assessments, electricity charges, water charges and other assessments / dues and/or charges of any sort with respect to the Property from the date of all Members vacating the Property until the Project Completion Date.
13. On Project Completion, the Developer shall be liable to pay the maintenance charges with respect to the unsold inventory forming part of the Free Sale Area.
14. The Developer shall at its own costs and expenses shall be responsible to vacate the dissenting members by initiating necessary proceedings against such dissenting members.
15. The Developer shall at its own costs and expenses get the Property Card made and mutate the name of the Society in the Property Register Card of the Land.
16. The Developer hereby agrees and undertakes that the purchasers of the Free Sale Area shall pay their contribution of the deposits including share money, membership fee, meter

deposit, provisional outgoings, sinking fund, corpus fund, repaid fund etc., as required by the Society.

17. The Developer shall take full responsibility to ensure that the Members of the Society are not affected in any way due to any subsequent change in the Applicable Law, policies, rules, regulations, non-procurement of any exemptions / certificates, clearances / permissions / approvals. etc. required for the re-development of the Property. The Developer shall, in no event, be entitled to reduce the area of the Members' New Area nor shall it reduce any of the compensation payable to the Members, including the Displacement Compensation, Hardship Compensation / Corpus Fund, brokerage charges, relocation / shifting charges.
18. In the event that any legal action is taken by any statutory authority due to non-compliance, negligence, or delay on the part of the Developer to obtain the requisite approvals / permissions in respect of the re-development of the Property, the Society shall not be responsible in any manner whatsoever, and all the risks, costs, penalties, and any other consequences arising due to such non-compliance shall be the sole responsibility and liability of the Developer.
19. The Developer shall assume all the liabilities and shall fully indemnify the Society and the Society's PMC from and against all the claims, suits, damages, losses, expenses, royalties arising from any infringements (real or claimed) of any patent embodied or used in the performance of this Tender Document and/or the re-development of the Property.
20. The Developer shall obtain an adequate building insurance policy for the structure of the New Buildings and shall pay the premium in respect thereof for a period of 5 (five) years from Project Completion.
21. The Developer shall be responsible for the quality of the construction of the New Buildings and any complaint as regards to the defect or deficiency in the construction, including leakages etc. during the Defect Liability Period and all defects/grievances/deficiencies in relation thereto shall be redressed by the Developer to the satisfaction of the aggrieved Members, by carrying out the repairs, at its own cost. The Developer shall provide a terrace waterproofing guarantee, for a period of 10 (ten) years from Project Completion. In the event that the Developer fails to carry out the necessary repairs required in respect of the New Buildings, then the Society shall be entitled to utilize the Security Deposit held by the Society to carry out the required repair work.
22. The Society's PMC shall be entitled to undertake measurement of all the Members' New Area including the car parking spaces upon Project Completion to ascertain that the same are completed in accordance with the terms of the Development Agreement.

23. The free of FSI open terrace on the topmost floor of the New Buildings shall have maximum possible area. Such terrace will belong to the Society alone and the same shall not solely be used by the purchasers / occupants of the Free Sale Area. The terrace shall be created in such manner that there is access from a common staircase lobby. The Developer shall not sell the same or create any third-party rights in respect of the said terrace or any part thereof. Save and except common amenities like the overhead tank and the lift room or any other mandatory requirements as per MCGM and which can be constructed on the terrace, no other construction shall be done on the terrace. No commercial premises or terrace flats shall be constructed in the New Buildings. There should be no access to the terrace from any flats.
24. The Developer shall not be allowed to use any part of the Society, including the common areas and terraces of the New Buildings for the purpose of putting up hoardings, signboards, display boards, mobile antennas and/or towers of any kind. However, the Society may erect hoardings for private advertisement and earn revenue from lease rental rights at its sole discretion and the Developer shall not claim any share into such hoarding revenue of the Society. The Developer shall be permitted to use the Land or any part thereof to erect hoardings and sign boards only to give details and advertise the Project and/or market the Free Sale Area during the construction of the Project.
25. Upon achieving Project Completion, the Developer shall surrender to the Society the original Power of Attorney executed in favour of the Developer.
26. The Developer shall provide typical lightning arresters with suitable earthing (*i.e.* in the event of a lightning strike, the current shall to be diverted down to the earth) on the terrace of the New Buildings at its own cost and expense. In this regard, the Developer shall provide in the Project all the mandatory requirements as per the MCGM.
27. The Developer shall provide separate underground and overhead water tanks in the New Building/s to ensure adequate potable water supply. All overhead tanks should have automatic level control systems at the pump room.
28. The Developer shall retain the existing trees on the Land as far as possible and shall provide for rainwater harvesting as per the MCGM approved plans.
29. The Developer shall not be permitted to construct permanent structures on the Land other than those which form part of the Project. The location and the layout of these structures shall have to be approved from the Managing Committee / Society / Architect / PMC. The construction of Temporary Structures, which are required to be utilised by Developer during the construction of the Project, such as a site office etc. shall be permitted only after the all the Members of the Society have vacated their respective premises and the Society has handed over license of the said Property to the Developer and subject to the written approval of the Managing Committee and other statutory authorities (as may be

required) being obtained. The detailed plans in respect of space allocation on the Land shall be decided before commencement of the construction of Temporary Structures on the Land and the Developer shall dismantle such Temporary Structures within 30 (thirty) days from the date of completion of construction of the Project by the Developer.

30. The Developer shall be responsible for ensuring the following until Project Completion:
- a) No tenderers/contractors/consultants other than those appointed by the Developer are permitted to work at the site of the Property.
 - b) No changes / modifications are made, or any damage done to the beams, columns and other load bearing walls of the New Building/s.
 - c) No encroachment takes place into the Land, including the Society's common areas.
31. The Society will accept possession of the Members New Premises only upon Project Completion. The Developer shall hand over the original full occupation certificate and building completion certificate to the Society for its record along with all drawings / correspondence with outside agencies. Once the Developer gives a written intimation to Members of the Society for taking possession of their respective Members New Premises, being ready for occupation, PMC on Society's behalf shall verify that the Members New Premises are habitable and ready for occupation' including the car parking spaces. The process of verification shall include reinstating of all services as before demolition such as electricity, water, pipe gas etc. It is clarified that only upon confirmation by the Society's PMC, will Members take possession of the Members New Premises within 30 days of receipt of the notice from the Developer in this regard.
32. The Developer shall only have a license to enter upon the Property for the purposes of completing the re-development of the Property and the Society shall always remain in possession of the Property.
33. The Society shall not be liable for any liability arising out of claims made by Purchasers of the Developer's Area.
34. The Developer shall hand over upon Project Completion, the originals of all the receipts and the copies of all the payments made, such as the M.C.G.M taxes, water charges, electricity bills, property taxes etc. The payment of all the bills / dues / premiums / LUC / penalties etc. to any Government authority after the Members have vacated their existing flats till Project Completion, shall be borne and paid entirely by the Developer. If any amount remains unpaid, the same shall be duly paid by the Developer. If not paid by Developer at the time of Project Completion, then this amount shall be adjusted from the Bank Guarantee and/ or Security Deposit available with the Society. The Developer

shall at Project Completion, hand over the originals of all the permissions, clearances, sanctions, etc. to the Society. Copy of all plans like the building elevation, floor plans, electrical plans, plumbing plans etc. submitted to the M.C.G.M. or other authorities shall all be handed over to the Society along with various tender contracts/guarantees like plumbing, water connection, water proofing, lifts, property tax receipts, receipts of electricity and water payments paid, copies of declarations filed before various Government Authorities, list of sold / unsold units, List of parking allotments to the newly sold flats, list of flat purchasers who have availed housing loans (with details of bank, branch, lien charge / NOC letter), Property Insurance details, car parking allocation record and parking layout drawings (with numbering), audited accounts in respect of provisional maintenance charged and spent, any tenders/work orders/engagement agreements etc., executed with Property Management Companies, undertaking by the Developer regarding Indemnity & Limitation of Liabilities of the Society for all transactions prior to Project Completion, Bills and service records, Invoices, Warranties related to Pumps, Generator, Transformer, Pool and Gym Equipment, Lift, etc., AMC Documents related to Lift, Generator, Transformer, etc., Maintenance schedule for all the assets / amenities, Drainage, sewage, Fire protection and common area power layout drawings, Fire NOC from the Competent Authority, Fire Audit Report, Fire Fighting Systems (details of Smoke detectors with hooter alarm system), Reliance / Tata / Local Electricity board details, Maha Gas Ltd Papers / correspondence, Borewell Tender and details (if applicable), details of DG Set, Intercom, CCTVs, Details of STP functioning & operation details with drawings, details of Rain water Harvesting any such other applicable and relevant information and/or documents. A list of such original documents should be prepared by the Developer and handed over to the office bearers of the Society with signatures/acknowledgement of the office bearers of the Society.

35. If any order/s / decree/s / notice/s are issued/passed by any government department /judicial and/or quasi-judicial authorities including but not limited to any order/s and/or decree/s passed by MahaRERA Authorities and/or MahaRERA Appellate Tribunal, by which the Society is held liable to pay any amounts for the default of the Developer, then the Developer shall bear all such costs / interests / penalties as applicable on behalf of the Society and/or comply with all such direction/s issued, failing which the Society shall be at liberty to invoke the Bank Guarantee and/or utilise the Security Deposit for payment of such amounts.
36. Prior to the handing over the possession of the units in the Free Sale Area to the respective purchasers, the Developer shall hand over the possession of the Members' New Area to the Members.
37. The Developer shall not be allowed the use of explosives in a manner which might disturb or endanger the stability, safety, or quality of the work or safety of the neighboring works or structures. The explosives shall be stored, handled, and used as prescribed by

Applicable Law. Any complaints from any third party in this regard shall be handled and resolved by the Developer directly.

38. The Developer should ensure that the entire Project shall be for residential use. No commercial units shall be permitted in the Project and flats shall not allowed to be used and/or sold for commercial usage. The Developer shall include appropriate clauses in this regard in the individual sale agreements with purchasers of the Free Sale Area, with the drafts of such agreements being agreed in advance with the Managing Committee.
39. All the existing Members shall have the right to sell their respective flats at any time throughout the Project period with formal consent of the Society.
40. The Developer shall not be entitled to earn any revenue from the Project save and except by way of sale of the Free Sale Area.
41. The Society shall be the sole owner of all common areas of the reconstructed New Building/s and shall have the right to use terrace of New Building/s constructed for the Members of the Society. No commercial usage shall be permitted.
42. The Developer agreed to indemnify and keep indemnified and hold harmless the Society and the Members against all losses, penalties, judgments, suits, damages, costs, claims, liabilities, assessments, charges, expenses (including, without limitation, reasonable attorneys' fees), incurred by, imposed upon or asserted on account of or arising out of any breach of any of these terms of this Tender Document, the Development Agreement or Applicable Law.
43. This Tender Document shall be governed by Indian law as applicable in Mumbai City.

Note: Tenderers are advised to study the above-mentioned terms and conditions carefully prior to submission of an offer under this Part 2 (Financial Bid).

SECTION 7

LIST OF THE MINIMUM SPECIFICATIONS (AMENITIES) TO BE PROVIDED IN THE NEW BUILDINGS

The Tenderer is required to go through the minimum specifications mentioned below. The specifications provide a broad description of the items of the works and are not intended to cover the minute details. In general, the provisions of the Indian Standards and National Building Codes (N.B.C.) shall be followed.

These specifications cover the item of works in structural and non-structural parts. The Developer shall undertake the works in accordance with the said specifications and with best modern practices. However, the Tenderer is invited to negotiate better specifications with the Society / PMC.

It is clarified that the amenities provided to the purchasers of the Free Sale Area in the New Buildings shall also be accessible and usable by the Members.

All the codes and the standards referred to in these specifications shall be as per the latest revisions thereof.

1. The Developer shall carry out, as per IS codes of practice, soil investigation with sufficient number of bore holes to ascertain the safe bearing capacity of the soil, the depth of pile foundation and the rock socketing length. The foundation system shall be Pile or Raft or Open foundation depending on soil investigation report. The cement that shall be Birla, Ultratech or ACC Suraksha cement or equivalent reputed brand as approved by the society PMC. Fly ash shall be used in concreting. The admixtures for curing and corrosion inhibitors shall be added during execution. In case of open foundation, the Developer shall bear the expenses towards the shore piling and boundary piling, as required as per R.C.C. consultant.
2. The Developer shall use for R.C.C. work, 53 grade cement of approved brand viz. Ultratech, Ambuja, Birla Super or equivalent reputed brand as approved by the society PMC. For other civil works viz. plastering masonry work etc. 43 grade cement of ACC, Birla, Ambuja, Ultratech or equivalent shall be used. All steel bars used in the structure of the building and water tanks must be CRS (Corrosion resistant steel) for greater life.
3. The Developer shall ensure that the plinth level and the approaches are kept well above the H.F.L. (High Flood Level).
4. The Developer shall carry out anti-termite and wood borer treatment before the commencement of construction work. Post-construction anti-termite treatment shall also be provided for the entire building, including all floors, walls, and structural elements, to ensure comprehensive protection.
5. The Developer shall carry out the external masonry work in 6" thick brick masonry work and internal walls in 4" thick brick masonry work / Seporex Blocks in 1:4 cement mortar. The developer shall a cast 100 mm PCC floor lintel before commencing the brickwork

for each and every internal wall. All Door frames must be fastened onto RCC Mullions and only thereafter blockwork shall be carried out.

6. The Developer shall carry out the external plaster in an average 25 mm thickness with sand faced finish in two coats with 1:4 proportion. The first coat of average thickness 15 mm and second coat to be 1:3 mortar mix. For both the coats of plaster, water proofing chemical of "Roff" viz. plaster master and or hyproof shall be added, as recommended by the manufacture. At the junction of the R.C.C. members and masonry work, polymer slurry shall be filled with application of chicken mesh, to avoid the development of cracks at the junction. Rainwater breakers are to be essentially provided at each floor level to divert rainwater accompanied by strong winds to protect the facade from quick deterioration. All ducts should be covered by a roof and have side openings for air/gas to escape, at the terrace level. The roof covering should reduce rainwater streaming down the duct walls.
7. If building design involves horizontal overhangs at higher floor levels, the Developer should ensure that the bottom surfaces of such overhangs have suitable or sufficient protrusions to avoid formation of honeycombs that become difficult to dislodge and become a hazard to residents.
8. Design of building elevation should consider ease of setting up scaffoldings, in future, for repair or painting, in high rise buildings, without taking support from window grills or balcony sheds and damaging them. If necessary, concrete or steel supports should be provided at regular intervals, along the height and width, for scaffolding support, without affecting security and safety at other times.
9. All the plumbing and the drainage line shall be tested for its leakage, and a certificate shall be issued for the same by the consultant.
10. External downtake pipes should be designed to ensure that 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 kitchen, bathrooms, or toilets etc. 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.
11. Durable layout drawings of all supply and drainage pipes inside and outside the flats, both concealed and exposed, should be provided to the Members and the Society respectively, while handing over, after certification for correctness. Color codes of external downtake pipes would be desirable for easy identification.
12. All common uptake and down-take supply and drainage pipes should be accessible for repairs, in all floors, avoiding the need for scaffolding or *jhulas*.
13. External supply and drainage pipes should not be visible from outside the New Buildings or seen as mounted on the external wall surface of the New Buildings.
14. Provisions shall be made with sufficient space for carrying out repairs and replacements in future by separate service providers in all ducts.

15. Service duct in each wing along staircase, one each separately for electrical wiring, and common for internet, intercom, fibre to home internet connection and landline wiring with access lockable door at each floor level.
16. Service duct on outer side, enclosed from outside view, one each for servants' toilets, multiple bathrooms and kitchens (outer or inner position of duct) for all pipelines for down take pipes for water supply, drainage, terrace storm water and sewage. The outer wall of the outer ducts would have opening at each floor level, on the outer wall for foul air escape. Each such opening should be provided with durable and openable nylon or metallic nets serviceable/repairable to prevent pigeon nuisance. One of these ducts can also accommodate the main uptake water pipeline. For inner kitchen duct provision has to be made for a lockable access door in each floor.
17. Service duct in each wing along staircase, on outer side, for fire hydrant pipeline with large access openings from the staircase, at each Mezzanine Floor level. Each access opening should be provided with breakable glass door (if permitted) - to prevent easy pilferage of brass parts of the hydrant. Such glass door should have sufficient holes for smoke to escape.
18. Piping in the high-rise building should adequately designed with air vents to avoid air traps in water floor.
19. The Developer shall provide for a three-phase electric connection complete with all the fixtures and the fittings. The entire electrical wiring shall be concealed. The main circuit and the entire electrical wiring shall be in copper, of a reputed make and in 1st quality. The fittings shall be of reputed brands. MCB shall be provided for each flat and ELCB for each room. The electrical circuits shall be separate for all the rooms. The entire electric work shall be done under supervision of electrical consultant and to the satisfaction of the electrical inspector. The electrical points shall be provided as per the layout prepared by the Architect and approved by the Society. Proper earthing should be provided as per electrical inspector's requirement. Earth pits should be provided as per recommendations of electrical consultants.
20. Layout of all circuits including earthing, inside and outside the flats all over the building and the rest of the premises, should be provided to the Members and Society respectively, while handing over, after certification for correctness.
21. The Developer shall provide underground and overhead water tanks with capacity as per consultant designs. All overhead tanks should have Automatic water level system. Overhead Tanks should be mounted on pillars with minimum space below of 1200mm as per the DCPR 2034 for inspection and repair of faults on the bottom surface.
22. The Developer shall provide a bore-well along with a submersible pump. A connection shall be provided to the water tank for flushing purposes. Piping and valves should ensure no mixing of Borewell water and BMC water. Percolation pits shall be provided for maintaining the ground water table. Rainwater harvesting tank shall be provided as per the M.C.G.M. norms.

23. The Developer shall provide a grand & decorative entrance lobby in Italian marble with a reception area & waiting area. For the walls of the entrance lobby, cladding shall be done in a design approved by the Society until the 1st floor level.
24. CCTV System and intercom: The Developer shall provide a CCTV surveillance system. The CCTV system shall use IP cameras, storage devices and fiber-optic networking. The system shall be motion sensing type. The system shall have sufficient capacity to support up to 20% additional cameras in future. The recording system shall be able to store and retrieve recordings for a minimum period of 45 days and allow replay directly to the desired date and hour. A monitor screen of sufficient size shall be provided at a central location to enable monitoring of all cameras in not more than 3 cycles of screen repetition. The system shall have the capability to detect dead / non-functional cameras and automatically inform the service contractor and the Society's designated personnel.
- The CCTV system shall cover all entrance / exit gates of the Property, the perimeter of the Society, lobby, other vantage points, every floor lobby, landing and staircase, podium parking levels, interior of lifts, Society's office, refuge area, terrace, elevator motor room, meter room, Security Cabin, and other public spaces.
- The Developer shall provide intercom security system and video door phone [Hikvision / Godrej / Panasonic] provision for each flat. Intercom system should be extended to Security cabin, lifts, lift motor room, meter room, lobby, terrace.
25. The Developer shall provide a Mahanagar gas pipeline connection for all the flats in the New Buildings. Rules of Mahanagar Gas must be followed in respect of no concealment of pipes and using authorized color code as approved. Other pipelines in premises should have distinctly separate colour from colour coding used by MGL for its pipeline.
26. The Developer shall provide sufficient number of servants' toilets as per DCPR 2034, complete with all the amenities, on stilt and the podium level as approved by the M.C.G.M and as per Society's requirements.
27. The Developer shall provide letter boxes with flat numbers with lock & key facilities and the name plates at the entrance level or in a segregated area for each wing.
28. The Developer shall make provision for split air conditioner points (electrical as well as cutout for drainage piping and copper piping) in the living and the bedrooms of all the flats. The Developer shall make provision for designated place for putting condenser outside the flat and evaporator inside the flat. The AC piping work including drainage / copper piping / electric wire shall be installed by the developer from indoor unit to outdoor unit in concealed manner.
29. The Developer shall ensure that the podium garden and children's play area are well planned and designed. The entry to the podium garden should be wheelchair friendly.
30. Staircase should follow MCGM guidelines for width and other requirements. Staircase lights to be LED / Energy Saver (with motion sensor) and preferably on solar power.

31. The Developer shall provide adequate electric car and electric two-wheeler charging points in the stilts or podium with separate charging system for each individual user.
32. 3.65 meters floor to ceiling height for all the Members' flats. Height equivalent or over and above this shall be considered for selection criteria of the Developer. The flats in the Free Sale Area and the Members' New Area shall have the same height and there shall be no distinction between the same.
33. The New Buildings, Layout Services (such as Meter Room, STP, UGT, etc), Entrance Gates and each flat in the New Buildings should be *Vastu* compliant.
34. The New Buildings should consist of both the Free Sale Area and the Members' New Area and there shall be no separate building for the Members' New Area.
35. The elevation should be designed in such a way that there are rain breakers at every floor and adequate *chajjas* for all openings.
36. The Developer shall propose amenities on the Terrace level which shall be accessible to all the Members. The elevators shall be designed to open on the Terrace level of the New Buildings.
37. Integrated fully complete modular kitchen with refrigerator, dishwasher, oven, hob, chimney & microwave shall be provided by the Developer.
38. Dry balcony with water inlet and outlet for washing machine and dryer shall be provided by the Developer.
39. All bedrooms with en-suite bathrooms and a powder room for living room shall be proposed in the new proposed flats as per design.
40. An air- conditioned community/party hall with attached toilets (male/female) for shall be proposed exclusive use of members only that opens out into green space/ lawn.
41. Walking track/ jogging track shall be provided.
42. All areas to be handicap friendly for access.
43. Flats shall be fully air-conditioned by providing Split or VRV Units. Air Conditioning units to be of Daikin or Mitsubishi Heavy Industries make.
44. Location of the condensers/Outdoor Units of the split or VRV A/cs (as decided and finalized by the Society at the time of finalizing the plans and Development Agreement) and piping should not be visible on the main façade of the New Buildings.
45. PVC water valves for separate for vertical sections of the New Buildings to be kept separate for each section in case of any shut down for internal repair of any one apartment. Separate PVC valves outside each of the toilet in the plumbing duct.
46. Plumbing ducts to have enough space to accommodate outdoor AC units. Ducts to be provided with louvers from outside and bird-net from inside. One light point fixture in each duct connected to nearest toilet electric switchboard.
47. Dedicated space for collection and segregation of wet and dry waste to be planned on the

ground level. Waste management decomposer equipment with installation to be provided at site.

48. Fire hooters on all the floors for emergency exit
49. An air- conditioned gymnasium fully fitted out with appropriate sports flooring as per global standards and provided with equipment for cardiovascular exercises and weight training shall be provided. A multipurpose/community/party hall with attached toilets (male/female) for shall be proposed exclusive use of members only that opens out into green space/ lawn.
50. The architectural design needs to be of highest quality and one which provides maximum open space and unblocked views from surrounding structures. Planning aspects to be incorporated:
 - a. The living room and balcony in the living room shall be attempted to be sea-facing for all flats;
 - b. It is expected that living and dining room shall have complete cross ventilation (i.e. windows on both sides). The living room must have a balcony of minimum 5'0" depth.
 - c. At least 2 (two) bedrooms shall have sea view along with the living room.
 - d. Bed Rooms must be planned with large sizes (atleast 14' *16') + walk-in wardrobe. Other bedrooms should be min 12' *16'. Bathrooms shall not be of width lesser than 5'0 clear.
 - e. The New Buildings shall be planned without any floating columns as far as possible.
 - f. Regular surface parking with ramps in basement and podium without any mechanical intervention shall be given preference and only if absolutely not possible, then car lifts will be preferred to mechanical/automated parking towers.
 - g. Height of 3.65m floor to ceiling shall be provided. Same height shall be maintained for all floors, including the Free Sale Area.
 - h. Each flat must have a fully finished servants' room and servants bathroom separately placed with separate access from lobby within the flat (part of the area of each flat aside from the free of FSI mid-landing servants' toilet/bathroom.
 - i. Sliding windows with toughened glass railings shall be provided. No curtain wall/glass façade with partially openable/hinged windows shall be allowed.
 - j. Terrace amenities shall be provided such as a party lawn and sit out with Gazebo, etc. as can be best planned and the terrace above the topmost floor of the New Buildings must be common for all Members and purchasers of the Free Sale Area to use.

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
Building	Structure	R.C.C. Design earthquake resistant design for zone IV with relevant IS code 1893 as directed by R.C.C. Consultant. All steel bars used in the structure of the building and water tanks must be Fe500 for greater life. The steel shall be CRS for better life and durability.	
	Concrete	Shall be in accordance with IS Code with strength not less than given in IS 456. The Design Mix will vary for various elements as per the structural design. [As per Structural Engineer]	
	Reinforcement	MS steel bars confirming to IS 432 (part 1) and hot rolled mild steel deformed bars confirming to IS 1139 and cold twisted steel bars to IS 1786 (TMT). CRS to be used since the plot is close to the sea, especially for the foundation and retaining walls.	
	Internal Plaster	Plaster to the internal surface of walls and ceiling shall be of 12-15 mm thick	
	External Plaster	Will be of 25 mm thick applied in two coats (16mm + 9mm) with water proofing compound & fiber mesh. In case of Aluform shuttering being used for external, RCC used shall have admixtures for waterproofing and tie rod holes must be properly grouted to avoid seepages. PU foam or hydraulic cement to be used and waterproofing sealant to be used to ensure no leakage through tie rod holes.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
	Waterproofing	<p>All wet areas like toilets, sunken portions, terraces and exposed roof surfaces will be waterproofed with chemical water proofing and BBC as per the specification. Performance warranty for a minimum of 10 years should be given. A written guarantee and Registered Undertaking would be given by Developer on bond paper.</p> <p>Waterproofing membrane and also integral waterproofing admixtures must be used to ensure adequate waterproofing and leakproofing. Sealants must be used at all joints to ensure adequate joint coverage.</p>	
Floor Height		Floor to Ceiling height of 3.65 meters shall be minimum. The Developer shall propose better height over and above this and weightage shall be given to this aspect at selection of the Developer	
Living Room	Flooring	Flooring shall be provided in high-grade Italian marble, with a minimum thickness of 19 mm and a minimum material cost of ₹450 per sq. ft. + GST, calculated as delivered at site .3 choices shall be provided to Society and Society's PMC to choose from	
	Skirting	Skirting of 75mm height of same marble as used for Flooring flushed with the wall with groove	
	Gypsum punning on walls	Gypsum on plastered surface of walls. All corners L and sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
	Paint on Walls	3 coats of Premium Lustre paint on the prepared surface of all sides of wall.	
	Ceiling	3 coats of Premium plastic paint on the prepared surface.	
	Main Door	Will have provision for safety door with grill Main door frame would be 150mm X 75mm with double dataa of well-seasoned teak wood. Main door size would be 1200mm x 2400mm of teak wood paneled. All Doors should be fire rated for 30-60 minutes. Solid core phenol bounded hot press flush door with both side veneer, with heavy duty Brass / hinges fitted with S.S. screws and all other necessary fittings such as Brass Tower Bolt, Al drop, Night latch/lock (Yale brand), decorative handle from both sides etc. All Doors should have sturdy Smart Locks	
	Window frame	Granite or Marble frame & Double Sill with molded edges.	
	French Window	3 track heavy section PVD Coated Aluminum sliding windows of section 42mm min. along with system integrated drain through section of Schuco/Reynaers or equivalent brand along with Renson ventilator Grill, noise resistant glass of Saint Gobain/ Modigaurd or equivalent brand with interlocking arrangement resting on 18 mm thk Marble frame on all four sides with locking arrangement with the frame on both sides. Windows will have 1 separate track for wire meshed mosquito protection PVD coated aluminum frames. All track	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		<p>guides should have integrated drain section to drain rain water outwards.</p> <p>Gaps between metallic window frame and the Marble frame should be properly sealed to avoid seepage inwards.</p> <p>Depending on width of window, the number of tracks should match the ideal number of Glass Slides and Wire Mesh slides pertaining 50% opening. The number of Glass Slides should be such that they cover the entire width of window, including interlock and spring latches at each end; the number wire mesh slides must be such that they cover the width of the window, interlocked with one of the Glass slides pushed at one end and provided with a spring latch at the other end</p>	
	Electrical	<p>Only ISI approved copper wires (Finolex or equivalent brand) of appropriate size (3/20) for lighting and 7/20 for A/C computer through PVC conduits.</p>	
		<p>Sufficient no. (as approved by Architect) Modular switches with LeGrande/GM/noris or equivalent brand.</p> <p>Ac to be provided in all rooms along with the outdoor unit with brand being O- General, Mitsubishi or similar.</p>	
		<p>Shall have separate circuit breakers ELCB MCB shall be installed. 20/15 Amp. Power points. Wall mounted cabinet housing the main electrical circuit breaker- Siemens make.</p>	
		<p>Two electronic fan regulator points, one chandelier point and 6 light points on switch</p>	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		board, Concealed T.V and telephone cable line fore core should be provided. Telephone circuit TV cable circuit and light circuit shall be provided in separate conduit. Standard copper conductor for entire apartment. Minimum 6 nos. of concealed ceiling light points to be provided as per design by architect.	
		Necessary electrical and intercom/videophone socket in Le Grande/noris/GM or equivalent brand	
Kitchen	Flooring	Full body vitrified tiles of min size of 600x1200 mm matching in colour and shade to match with living room flooring or passage flooring. Flooring should have perfect flatness and ensure a small gradient towards drainage outlet to avoid water accumulation during floor washing.	
	Dry Balcony	Each flat shall be provided a dry balcony outside kitchen. The dry balcony should have the requisite size, electrical plug points, water inlets and drains to support one clothes washer, one dish washer, and exhaust fan. Adequate no. of plug points for 15 Amps and 5 Amps.	
	Skirting	Skirting of 75mm height of same vitrified tiles as used for Flooring flushed with the wall with groove.	
	Gypsum punning on walls	Same as Living Room	
	Wall Finish	Wall ceramic tile dado of design concept upto full ht. (Kajaria, Johnson or equivalent) 600mm × 1200mm	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		joint free glazed. Make provision for cut-out of chimney and exhaust fans	
	Platform	Quartz platform with S.S. sink of Nirali or equivalent brand, Sink waterspout (swinging cast spout).The developer shall give fully complete modular/ semi-modular kitchen (with hardware by Blum or Hafele) with under counter as well as over counter storages complete with 4 burner HOB & Chimney of KAFF/ Faber brand. / / Microwave.	
	Window	Heavy section PVD Coated Aluminum openable windows full height with 5 mm clear glass with locking arrangement with integrated drain through section resting on 15 mm thk / Marble Double frame on all four sides. One separate track PVD coated aluminum S.S. wire meshed collapsible frame for mosquito protection.	
	Plumbing	All internal plumbing work should be concealed. Pipes and fittings used for plumbing should be of CPC of prince or supreme or Astral. Separate line (inlet and outlet connections) for Water Purifier and separate inlet and outlet for washing machine, separate inlet and outlet for dish washer Each bathroom, kitchen and dry balcony should have an emergency shutoff valve, accessible from inside	
	Electrical	Adequate no of electrical points, over and above the points incorporated in Modular kitchen setup, to be provided for additional equipments.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		Ceiling Fan to be provided and instant geyser for hot water requirement for sink tap shall be provided	
	Equipment	Swivel type concealed sink mixture- Kohler/Grohe/Hansgrohe or equivalent make in kitchen sink, water purifier in cabinet of Kent / Pure it/ Aquaguard/ Alfa or equivalent make. Master cock of control of main O.H. tank supply should be provided. Space, electrical point and drainage to be provided for installing washing machines, dish washers.	
	Mahanagar Gas	Society members already have Mahanagar Pipe gas connections. Developer has to reinstate the facility to members before OC.	
Bedroom	Flooring	Same as living room	
	Skirting	Same as living room	
	Gypsum punning on walls	Same as Living Room	
	Paint on walls	Same as Living Room	
	Ceiling	Same as Living Room	
	Flush Door	Same as Living Room	
	Window	Same as Living Room	
	AC	Ac to be provided in all rooms along with the outdoor unit with brand being O- General, Mitsubishi or similar.	
	Electrical	One electronic fan regulator in switchboard. Necessary electrical points for 2 tubes and spotlight in ceiling along with two way switches of Legrande / GM / Norisys or equivalent brand. Two 15 amp plug point for computer & printer. USB C enabled power sockets & necessary socket switches and	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		points for night lamp dimmer. Telephone/intercom. Heavy duty A/C point with indicator switch. One light point on chajja outside window. One two-way light point and fan point. Cable TV concealed connection should be provided for each bedroom.	
Extra Room for Guests at Podium/Amenity level		Provision of an additional guest room (usage on payment basis, subject to Society's decision) with ensuite Bathrooms (fully finished).	
Medical Room		Dedicated medical room equipped for first aid and life support, to provide immediate assistance until ambulance arrival.	
Kids Area		Well-equipped children's play area with safe and modern amenities	
Toilet-WC cum bath	Flooring	Italian marble flooring Flooring should have perfect flatness and ensure a small gradient towards drainage outlet to avoid water accumulation	
	Dado	To be in Italian marble or quartzite of 16mm minimum thick.	
	Sanitary fitting	Wall mounted (White/matching with wall tiles) Toto/Kohler or equivalent make EWC with all fitting like Flush Tank, cover, brackets, PVC connector, Angle Cock, 2-way water jet Bib Cock, Tile insert Floor/Shower drain with cockroach trap etc. Under Counter Wash Basin of Toto/Kohler or equivalent make with all the necessary fittings such as bottle trap, pillar cock, PVC connector, brackets etc. Mirror of good	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		quality above the basin, napkin rod and soap dish stand.	
	Plumbing	All internal plumbing work should be concealed Pipes and fittings used for plumbing should be of CPVC of prince or Astral Each bathroom, kitchen and dry balcony should have an emergency shutoff valve, accessible from inside	
	Electrical	Adequate light points, Exhaust Fan of appropriate size, sockets for Razor/ Hair Dryer. 5 KW Geyser fitting of Jaquar/ Racold or Bajaj or equivalent make or or storage type water heater of 15L capacity should be installed, in a manner that facilitates servicing Bright ceiling lighting in Mirror and Shower area and WC area to be provided	
	Water Taps	Plumbing fittings overhead shower, Single lever basin mixer and bath Diverter Grohe/Hansgrohe/Toto/Duravit /Kohler make with spout, Rain shower / Bib cocks I Angle cock / Stop cock	
	Other Fittings	Soap cover, Marble counter in Basin, Shower area / Toilet Paper Holder, Cabinets and Shelves for placing Toiletry for immediate use and keeping stock of consumables and Towels, / SS Towel rod / Floor/Shower trap.	
	Toilet Door	Door frames of Toilet should be of double frame Granite. Door shutter shall be of 30mm flush door with both side laminate as approved with necessary lock, hinges, robe hook.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
	Toilet Window	Al. frame and glass ventilators with mosquito repellent net and provision for exhaust fan.	
	Intercom	Intercom pt in bathroom	
Passage	Flooring	Same as Living Room	
	Skirting	Same as Living Room	
	Gypsum Punning On Walls	Same as Living Room	
	Paint on Walls	Same as Living Room	
	Ceiling	Same as Living Room	
	Electrical	Same as Living Room	
Note		TV, Telephone points should be provided in all rooms.	
Lift Lobby	Flooring	Italian Marble flooring of approved shade and design.	
	Marble cladding on walls	Italian Marble cladding on walls of approved shade and design.	
	Ceiling	3 coats of Premium plastic paint on the prepared surface.	
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits	
		Sufficient No. (as approved by Architect) Modular switches (White colour) with Tube light fittings.	
Staircase	Flooring	Granite with anti-skid treatment of 25mm thick on tread and riser	
	Skirting	75mm thk same natural stone as use for flooring flushed with the wall.	
	Gypsum punning on walls	Gypsum on plastered surface of walls. All corners / sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum.	
	Paint on Walls	3 coats of Premium emulsion paint on the prepared surface of all sides of wall.	
	Ceiling	3 coats of Premium emulsion paint on the prepared surface.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits and LED lights.	
		Sufficient No. (as approved by Architect) Modular switches (white colour) with Tube light fittings. Louvered structure for fresh air ventilation.	
Railing on staircase		Stainless steel / MS painted or powder coated railing on each floor.	
	Windows	Louvered structure for fresh air ventilation.	
Entrance Lobby	Flooring	The Entrance lobby flooring shall be of high grade decorative Italian marble as per design. The side walls of the entrance lobby shall also be of Italian marble up to height as per design.	
		Entrance lobby should be spacious and decorative and air conditioned. Entrance Lobby should be wheel chair friendly	
	Ceiling	3 coats of Premium plastic paint on the prepared surface.	
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits.	
		Sufficient No. (as approved by Architect Modular switches with decorative light fittings.	
Elevators	Mitsubishi/ Kone/ Hitachi/Toshiba or Thyssenkrupp make with prior approval of the society and Society's PMC for series.	Minimum 3 Nos. of high speed (4.00 mtr / sec) passenger elevators each one of 18-20 passenger capacity per building/wing. A separate lift should be provided as Stretcher Lift/ Goods Lift. Each elevator should have latest technology (infra-red door curtain, Fireman's switch, 2 way communication system and Automatic rescue device) and	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		emergency light in case of power failure. Standby Diesel generator of Kirlosker make or any standard equivalents approved make to operate the fire lift in case of power shortage. One lift to be fire lift as per the CFO NOC per building. All passenger and service lifts should be wheel-chair friendly	
	Intercom	To be provided in each Elevator and Elevator machine room	
	CCTV Camera	To be provided in each Elevator and Elevator machine room	
		Floor Should be of 19 mm thk Marble slab fixed with approved adhesive. The interior should have Car in decorative veneer/ leatherite.	
		The Ceiling should be of S.S. finished in decorative type with light fittings and exhaust vent.	
External Paint to Building		External Paint (Acrylic paint on Texture treatment). Waterproof Nitcotex or snowcem or equivalent. Top parapet walls of building would be covered with latest technology boards to avoid seepage of water.	
External Plumbing	Water Down take Line	Should be of CPVC of sufficient diameter as specified by the MCGM.	
	Drainage Line	UPVC pipes as per the MCGM provision.	
Fire Fighting System		As per the MCGM governing law and as per CFO requirement, including booster pump at terrace level and hose reels in every floor. Water Sprinklers in higher floors	
		Hoses should be long enough to reach water jets to all areas of each flat in each floor and Podium Parking Area. To be	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		tested and verified before handover.	
		Layout in building and Arch if any of Main gate should allow space for easy movement of fire tender within compound all around the building	
		Fire Extinguishers to be provided in staircase in each floor, Lobby, Lift Motor Room and Meter Room, Podium Parking Area. Multipurpose Fire Extinguishers suitable for different types of fire should be installed in convenient locations and floor frequency	
		Smoke Detector Systems and Hooter warning Systems to be installed in each floor landing, sprinklers in each flat, Podium Parking Area, Lobby, Lift Motor Room, Meter Room. Control Panel to be installed in the Lobby/ Reception / Security Cabin.	
		Staircase and Passage ways should be wide and easily accessible up to ground level for emergency evacuation of residents during fire and earthquake. Enough open area in the compound to be provided to assemble all evacuated residents	
		The parking area and pathways shall be finished in asphalt flooring with epoxy primer. Layout should avoid sharp turns and easy movement of SUV/Sedan size cars area should be brightly lighted and have enough ventilation. All parking areas in podium level to be accessible without exposure to rain	

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Stilt Area/ Podium/Surface area		The Parking areas & stilts shall be provided with adequate numbers of car charging points for electric vehicles.	
		The entire Podium Parking Area should be supported by the installed Fire Fighting System with Fire Hose Reels, Hydrant, Smoke Detectors and Fire Extinguishers	
Terrace		Developers should provide landscape terrace garden as a part of amenities. Sufficient lighting for entire terrace area, at least three sockets for devices during any occasion. Intercom and CCTV Camera to be installed in terrace area for communication and security	
		The Developer should provide for solar panels on the Over Head Tank and Lift Machine Room as a part of the green initiative if possible.	
		The Meter Room should be supported by the installed Fire Fighting System Smoke Detectors and Fire Extinguishers suitable for Electrical Panels. Meter Room should adhere to MCGM/Power Supply governing and operating rules	
		Barbeque area to be provided	
Electric Meter Room and substation		Intercom and CCTV Camera to be installed in Meter Room for communication and security	
		300 × 200 size decorative letter box. in the common lobby as per design	
Society Office Room Size minimum 20 sq.mts area	Flooring	1200x600mm vitrified tiles of Nitco/ Johnson or equivalent brand and approved shade.	
		Good quality fixtures and fittings including but not limited to (i) 2 (two) cupboards	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		made of marine plywood (ii) 12 (twelve) chairs sand (iii) desk made of marine plywood and (iv) a PC).	
	Skirting	75mm ht as used for flooring flushed with the wall.	
	Gypsum punning on walls	Gypsum on plastered surface of walls. All corners / sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum.	
	Paint on walls	3 coats of Premium emulsion paint on the prepared surface.	
	Ceiling	3 coats of Premium emulsion paint on the prepared surface.	
	Flush Door	Flush door with both side oil paint, with heavy duty Brass hinges fitted with S.S. screws and all other necessary fittings such as Tower Bolt, Kundi, handle from both sides etc.	
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits. Sufficient No. (as approved by Architect) Modular switches with Tube light fittings. Sufficient no of charging points and sockets and provision for Split A/C and provision for outdoor unit of split A/C	
	Fix Furniture	2' ht. Overhead storage units placed along the periphery of all sides of the wall, made of good quality 18 mm thk commercial ply bounded with 1 mm thk laminate. Internal sides of the unit and internal part of the door shutters should be polished. OSU should be fitted with all other necessary fittings such as hinges, blockage, brush steel handles & locks.	
	Toilet	Attached toilet with specifications as above.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
	Loose Furniture Equipment	1 New brand steel office table with lock & key arrangement, 1 dozen Plastic chairs (with resting arms) One desk top computer with printer.	
	Intercom	To be provided	
	CCTV Camera with audio	Entire society to be secured for safety with adequate CCTV cameras.	
Security Room	Flooring	600mm x 600mm vitrified floor tiles of approved shade and design.	
	Skirting	75 thk same tile as use for Flooring flushed with the wall.	
	Gypsum punning on walls	Gypsum on plastered surface of walls. All corners L sharp edges of Beam, Column or walls should be smooth rounded off with Gypsum	
	Paint on walls	3 coats Premium emulsion paint on the prepared surface of all sides of wall.	
	Electrical	Only ISI approved copper wires of appropriate size through PVC conduits. Lights, ceiling fans as required in office.	
		Sufficient No. of (as approved by Architect) Modular switches with Tube light fittings.	
	Flush Door	To be provided	
	Intercom	Camera and Monitor to be provided	
	CCTV	Entire society to be secured for safety with adequate CCTV cameras.	
Water Tank	Overhead Tank	RCC water proof tank as per the MCGM law With 10 years water proofing guarantee.	
External Site Development		The landscape proposal will be of low maintenance plantation. The garden will have benches for relaxation. Solar lighting system for compound.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
		The parking area and pathways shall be finished in heavy duty concrete interlocking pavers block. Dedicated children's play area with play equipments.	
Compound Wall		RCC/Brick masonry along the total periphery of the plot of 8' ft from Gr. Level.	
Compound Layout		Enough open area in the compound to be provided to assemble all evacuated residents in specific locations during emergencies like Fire and Earthquake and Fire Drills	
Main Gate		2 Nos. of designed decorative gates with paint finish with lighting mast on top of the gates pillar. (One large for vehicular movement and one small for pedestrians) If Gate Arch is provided, it should be sufficiently high to allow free passage of Fire Tenders	
External Signage Board		Society name will be put on the signage board.	
D.G sets		D.G set to be as per the specification of the electrical consultant and conditions of the CFO	
Health club / fitness centre / gymnasium / clubhouse		Fully Airconditioned with proper ventilation. To be fully equipped with all modern equipment with separate dedicated section for Yoga/ HIIT/ Weight training/ Cardio.	
Swimming pool		Open- to- air heated swimming pool of adequate size as per the population expected in the New Buildings.	
Multipurpose Hall/Banquet Hall		Should be of adequate size and free of columns.	

LOCATION	ITEM	SPECIFICATION	<i>Developer to Specify Acceptance/ Changes/ Improvements</i>
Podium garden with landscaping and kids play area		Designed Landscaping by International renowned Landscape Architects	
Multipurpose court in landscaped podium area		Preferably Padel/Pickel ball courts can be made	
Enclosed Kids Play Area/Creche		For toddlers and young children a well designed play area is a must	
Cafeteria/Meeting Area		This amenity can be provided alongside the Entrance Lobby as well if not on the Podium	
Drivers' rooms and toilets in the basement / podium level of the New Buildings		The Developer must provide sufficient Drivers rooms and Toilets with ease of access to clean and service the same.	
Watchmen cabins			
CCTV		Entire society to be secured for safety with adequate CCTV cameras.	

The Developer shall prepare 1 (one) sample flat with all the amenities (samples, designs, color etc.) for the existing Members of the Society. Once the Society approves the sample flat, in writing, the Developer shall proceed with the finishing of all the flats. All common amenities, construction specifications and finishes are to be same for the flats forming part of the Members New Area and Free Sale Area.

Note: The brands for all the above mentioned materials will be discussed by the Developer with the Society, which the Society shall confirm to the Developer in writing after certified by Society's PMC for quality assurance.

LIST OF APPROVED MATERIALS

Sr. No.	Material	Specification / IS Standard	Approved Brands	Remarks / Notes
1	Cement (O.P.C Grade 43)	Conforming to IS:8112	ACC, Gujarat Ambuja, UltraTech, Birla	Fresh, lump-free cement stored in dry conditions. PPC/PSC may be used only with prior approval.
2	Bricks	IS:1077, Minimum Crushing Strength – 35 kg/sq.cm	Any approved local make meeting standard	Water absorption ≤ 25% (non-load bearing), ≤ 20% (load bearing). Free from cracks and efflorescence.
3	Waterproofing Compound	As per manufacturer's standards	Impermo, Cicco, Roff, Sunanda Chemicals, Scott No.1, Pidilite (Dr. Fixit)	Use per manufacturer's instructions for concrete, plaster, and joints.
4	White Cement	IS:8042	ACC, JK White, Birla White	For tile joints, finishing, and decorative work.
5	Cast Iron (C.I.) Pipes	IS:1536 / IS:1537	Neco	Anti-corrosive painted; joints properly sealed with lead or rubber gaskets.
6	PVC / CPVC Pipes	IS:4985 (PVC) / IS:15778 (CPVC)	Supreme, Astral	For internal/external plumbing; pressure tested before installation.
7	Asbestos Cement (A.C.) Pipes	IS:1592	Everest, Himalaya, Swastik	For external drainage or rainwater systems.
8	External Acrylic Waterproof Paint	Weather-resistant 100% acrylic	Asian Paints (Apex Ultima), Nerolac (Excel), ICI Dulux Weathershield	Apply two coats over primer; ensure surface preparation and curing.
9	Concrete Additives & Chemicals	Conforming to IS:9103	Roff, Sunanda, Fosroc, Ciba, Choksey	Polymers, WP compounds, plasticizers, repair mortars, epoxy – use as per structural requirement.
10	Sand	IS:383	River sand with <3% silt content	Free from clay, mica, or deleterious materials. Use screened sand for plastering.
11	Water	Potable water	-	Free from organic matter, oil, acids, alkalis, or salts harmful to concrete/steel.
12	Ceramic Tiles	IS:15622	RAK, Bell, Kajaria, Nitco	Wall/floor tiles; fixed with approved adhesive and aligned properly.
13	Vitrified Tiles (Full Body / Double Charged)	IS:15622	RAK, Nitco, Kajaria, Nexion, Atlas Concorde	Thickness 8–10 mm; high abrasion resistance.
14	C.P. (Chrome Plated) Fittings	Heavy duty brass body	Hansgrohe, Toto, Grohe	Triple-layer chrome plating; water-efficient models preferred.
15	Sanitary Ware	IS:2556	Kohler, Duravit,	White color preferred;

			American Standard, Toto	approved make and design.
16	Paver Tiles / Blocks	IS:15658, M-30 Grade & above	Super, Nitco, Somany, Pavit	Proper bedding and joint filling required.
17	Pumps (Centrifugal/Submersible)	IS:9079	Kirloskar, Grundfos	Select based on required head and discharge; energy-efficient type preferred.
18	Electrical Wires / Cables	IS:694 (FRLS type)	Polycab, Finolex, RR Kabel	Copper conductor, multi-strand, ISI marked; concealed wiring.
19	Electrical Switches & Accessories	Modular, ISI certified	Goldmedal, Legrand, Noris	Uniform aesthetic and color tone throughout project.
20	Steel Reinforcement (TMT Bars)	IS:1786 (Fe 500/550)	TATA, JSW, SAIL, or equivalent ISI brand	Test certificates to be produced; steel to be rust-free.
21	Aluminium		Jindal, Indalco, Hindalco, Virgo	
22	Hardware		Dorma, Dorset, Hafele, Godrej, yale, Kich	
23	Locks		Dorma, Dorset, Hafele, Godrej, yale, Kich	
24	Sink		Nirali, Diamond, Franke, Anupam	
25	Exhaust Fan		Crompton, Bajaj, Anchor, Usha, Orient, Almonard, Khaitan	
26	Fans		Crompton, Bajaj, Anchor, Usha, Orient, Almonard, Khaitan	
27	Electrical Mainboards		Havells – Xpro, Legrand – DX3, Hager, L&T, Schneider – Acti 9, Siemens	
28	Electrical Wiring and Cables		Havells, Finolex, Polycab, Gloster, L&T, KEI, RR Kabel	
29	MCB's and ELB's		Havells – Xpro, Legrand – DX3, Hager, L&T, Schneider – Acti 9, Siemens	
30	Air Conditioner		Daikin, Mitsubishi, Hitachi, LG	

Note: If any of the above brands are not available, then the Developer will discuss the same with the Society and provide an equivalent or better alternative, which the Society shall confirm in writing after being certified by Society's PMC for quality assurance.

Annexure “2” - Analysis of the Plot Area for the Potential F.S.I.

Shanaz is a Co-operative Housing Society holding a plot of about 5164.66 sqmts located with frontage on Nepean Sea Road Plot bearing CS No. 231 of Malabar-Cumballa Hill Division, D Ward, Mumbai.

CTS No.		Plot Area as per Conveyance Deed	Plot Area as per survey	
231 of Malabar Cumballa Hill Division		5982.49 sq.mtrs	5164.66 sq.mtrs	

Shanaz CHS has 1 Building of residential flats along with parking spaces on the Ground Level and Garden on the above mentioned plot.

For feasibility report, the least of the areas between PR Card, Conveyance deed, & Total Station Survey needs to be considered as per **principle of stringency**.

Hence, plot area considered for Zonal FSI calculations is **5164.66 sqmts**.

The plot is abutting directly on 27.45 wide Nepean Sea Road (J.Mehta Marg) and 18.30m Narayan Dabolkar road as per DP. It appears that road setback of 404.69 sq.mtrs has been already handed over (as per conveyance deed dated 26.12.1963). It is understood that setback subsequently has also been handed over by Shanaz CHSL. However, it is not known whether any benefit has been taken for any further setback.

Existing Building Facts: -

Existing Residential Total Carpet Area of the Flats As per physical survey of Shanaz CHS is as per Annexure 10.

Total Built-up Area as per Physical Survey inclusive of balconies as mentioned in Annexure 10

Annexure "3" - DP Remarks



Brihanmumbai Municipal Corporation

NO. Ch.E./DP34202501111574697 D.P. Rev. dt. Refer Inward Number: D/2025/111574702 Payment Dated 13/01/2025

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,

Mr./Mrs. JINAY HEMANT DHANKI
Plot 469/A, Beggars Home Compound, Hubtown Seasons, R C Marg, Chembur E, Mumbai

Sub: Development Plan 2034 remarks in respect to Land Bearing C.S. No(s) 231 of MALABAR HILL Division situated in D Ward, Mumbai.

Ref : Application u/no. D/2025/111574702 Payment Challan No. DP34202501111574697 Dated 13/01/2025 certifying payment of charges made under Receipt no. 18200060837 Dated 13/01/2025

Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
CS No.	231	
Division	MALABAR HILL	
Development Plan 2034 referred to Ward	D	
Zone [as shown on plan]	Residential(R)	
Sanctioned Roads affecting the Land [as shown on plan]	Existing Road	Present
	Proposed Road	NIL
	Proposed Road Widening	NIL
Reservation affecting the Land [as shown on plan]	NO	
Reservation abutting the Land [as shown on plan]	NO	
Existing amenities affecting the Land [as shown on plan]	NO	
Existing amenities abutting the Land [as shown on plan]	NO	
Whether a listed Heritage building/ site:	Yes / No	
Whether situated in a Heritage Precinct:	Yes / No	
Whether situated in the buffer zone/Vista of a listed heritage site:	Yes / No	
Whether a listed archaeological site (ASI):	Yes / No	
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI):	Yes / No	
Land affected by Coastal Regulation Zone as per CZMP approved u/no. J-17011/8/95-1A.III dt. 19.1.2000	The land under reference falls within the Coastal Regulation Zone (CRZ) as shown in the location plan and development thereof shall be governed as per the Ministry Of Environment, Forest and Climate Change Notification vide G.S.R. 37(E) dtd 18.01.2019, the HTL (High Tide Line) indicated in DP remark is subjected to confirmation of the same by MCZMA or the appropriate authority.	

This is electronically generated report. Hence personal signature is not required.

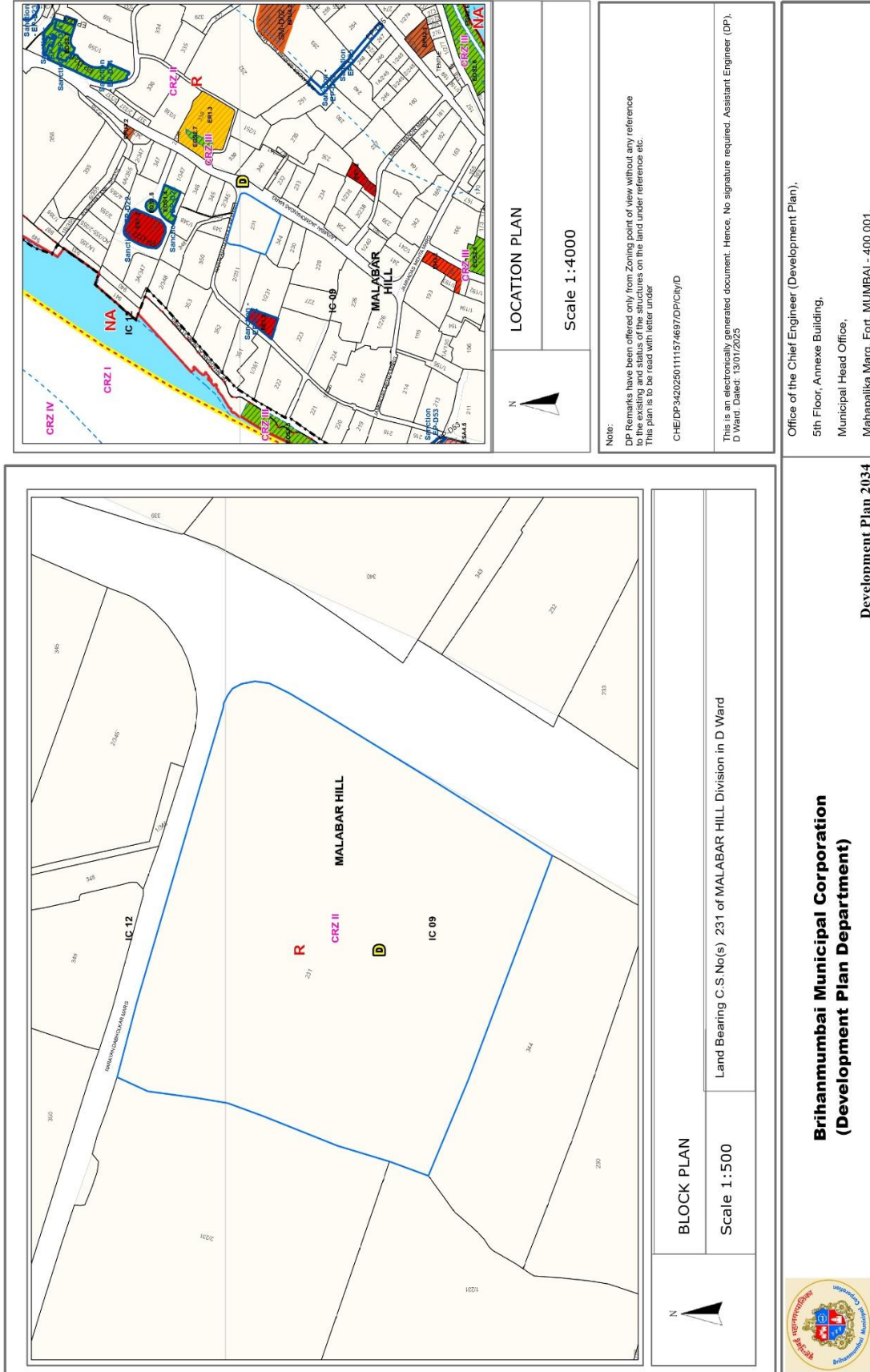
CHE/DP34202501111574697/DP/D

	As per sanctioned CZMP, HTL/setback lines with map scale(as shown in accompanying document for block and location plan overview) with respect to plot(s) under reference i.e. CTS/CS/FP No(s) 231, of village, MALABAR HILL, the land under reference falls under CRZ II Category. Therefore the development shall be governed as per the Ministry Of Environment, Forest and Climate Change Notification vide G.S.R. 37(E) dtd 18.01.2019 as amended up to date.
Note:	The Addl. Director and Member Secretary CRZ vide letter dated 29.09.2021 addressed to Member Secretary (MCZMA) informed that MoEFCC approved CZMP for Mumbai City and Mumbai Suburban and CZMP plans are made available on the website of MCZMA in public domain. The CRZ remarks as per approved CZMP should be obtain separately from office of Chief Engineer (D.P.).
Note:	The remarks are offered based on the records of CS/CTS boundaries/CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.
Demarcation:	The Alignment of the proposed road/R.L. and boundaries of reservations and their area are subject to the actual demarcation on site by E.E.T&C./A.E.(Survey) as case may be.
Remarks:	Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.
	The DP Remarks and Plan shall be read with notification no. TPB.4317/629/CR-118/2017/UD-11 dt. 8.11.2017, TPB.4317/778/CR-267/2017/UD-11 dt. 7.2.2018, TPB.4317/629/CR-118/2017/DP/UD-11 dt 8.5.2018 & TPB.4317/629/CR-118/2017/EP/UD-11 dt.8.5.2018 before granting any development permission on the land/s. (For the Sanctioned Modification & Excluded Portion the link for notification is as under:- Notifications: BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034 Plans: EP Sheets:- BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government SM Sheets:- BMC Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018

Additional Information

Water pipeline Remark: Water pipeline near the plot (0.75 meters far) has 150 mm pipe diameter.
Sewerline Remark: Sewer Manhole near the plot (Node No. 10079405, 0.00 meters far) has invert level 32.74 meters with reference to Town Hall Datum (THD).
Drainage Remark: Drain Manhole near the plot (Node ID 2067969902, 0.00 meters far) has invert level 32.00 meters with reference to Town Hall Datum (THD).
Ground level: The plot has minimum 32.60 meters and maximum 43.00 meters ground level with reference to Town Hall Datum (THD)
RL Remark: REGULAR LINE REMARKS (Traffic): Land bearing C.S. No.(s) 231 of Division MALABAR HILL in D ward of B.M.C. as shown bounded blue on accompanying plan is affected by the sanctioned Regular line of 27.45mts. i.e. (90.0' approx.) wide NEPESEA ROAD12 and 18.30mts. i.e. (60.0' approx.) wide Narayan Dabholkar Road marked in red colour on the RL plan submitted by you. REGULAR LINE REMARKS (Survey): As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.S. No.(s) 231 of Division MALABAR HILL in D ward of B.M.C. as shown bounded blue on accompanying plan.
Acc: As Plan Note: The above information is as per the data received from concerned BMC Departments. Validity of this Report is for One Year starting from the report generation date: 13/01/2025

Annexure "4" - DP PLAN



LOCATION PLAN
Scale 1:4000

Note:
DP Remarks have been offered only from Zoning point of view without any reference to the existing and status of the structures on the land under reference etc.
This plan is to be read with letter under
CHE/DP/34/2025/0111574697/DP/CI/ly/D

This is an electronically generated document. Hence, No signature required. Assistant Engineer (DP),
D Ward, Dated: 13/07/2025

Office of the Chief Engineer (Development Plan),
5th Floor, Annexe Building,
Municipal Head Office,
Mahapalika Marg, Fort, MUMBAI - 400 001.

BLOCK PLAN
Scale 1:500

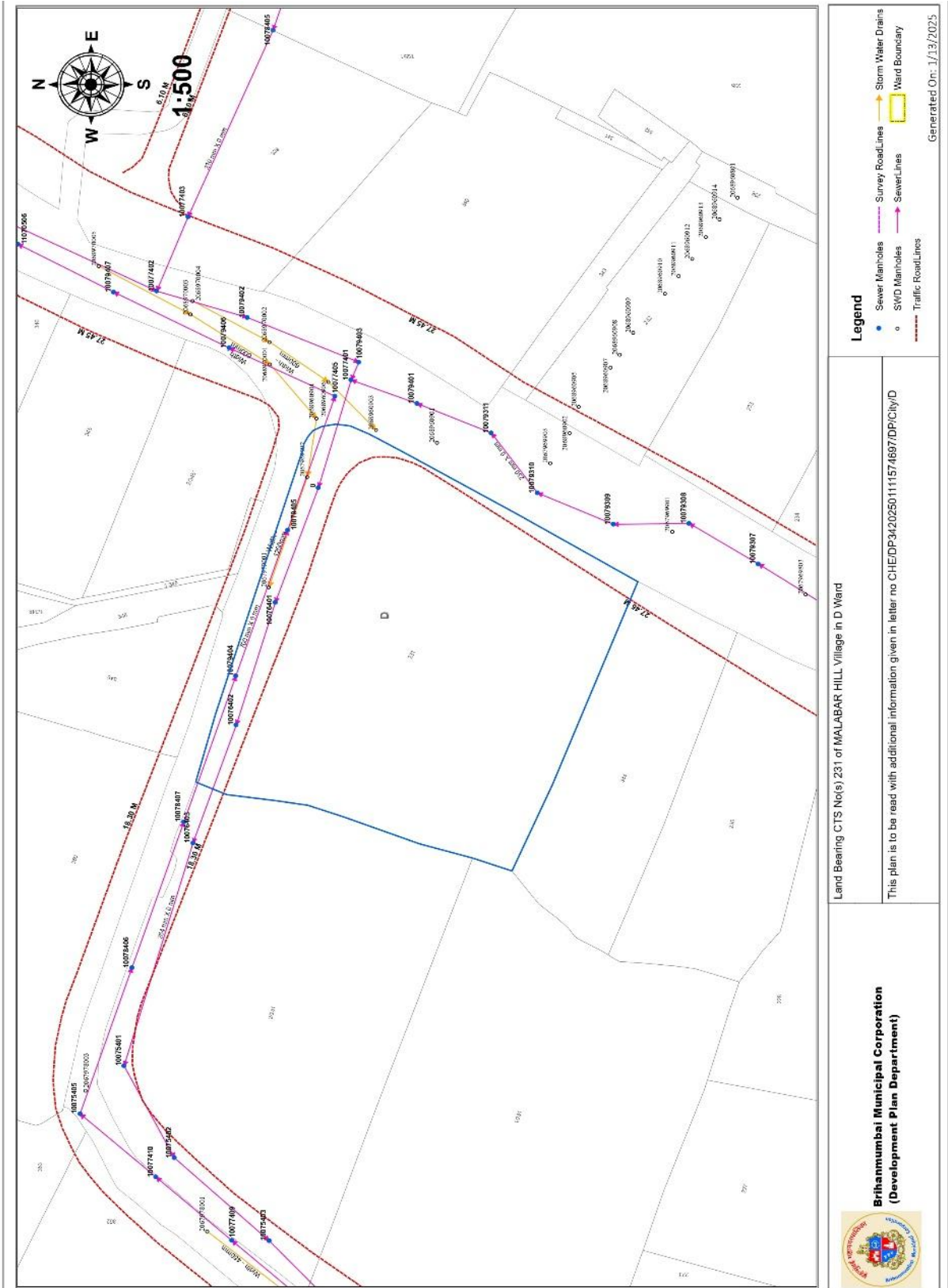
Land Bearing C.S.No(s) 231 of MALABAR HILL Division in D Ward

**Brihanmumbai Municipal Corporation
(Development Plan Department)**

Development Plan 2034

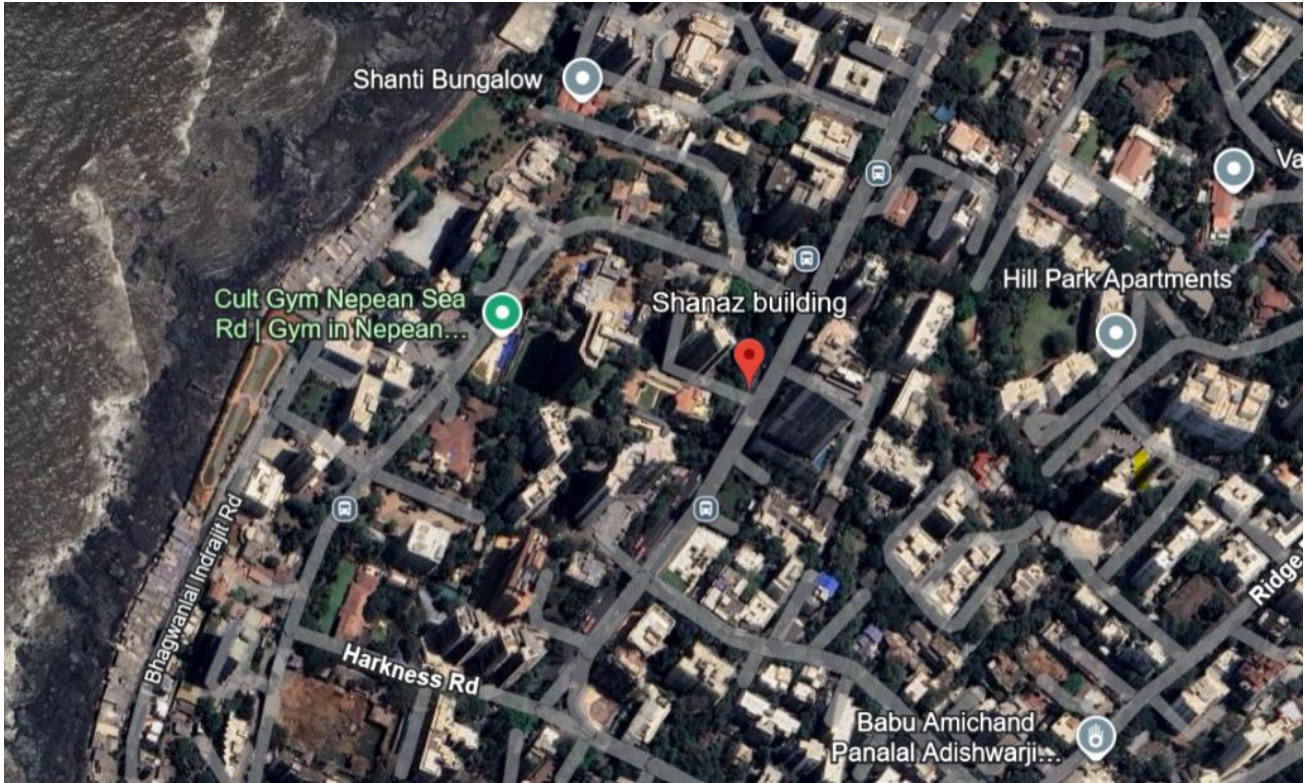


Annexure "5" - RL PLAN



It appears in RL that there is further setback affecting the land. However, as per physical survey it appears that 18.3m road setback on Narayan Dabholkar road has already been handed over by Shanaz and even the alignment of the J.Mehta Marg is also carried out. Final superimposing of RL with Plot Survey will define whether any further setback needs to be handed over for the said plot.

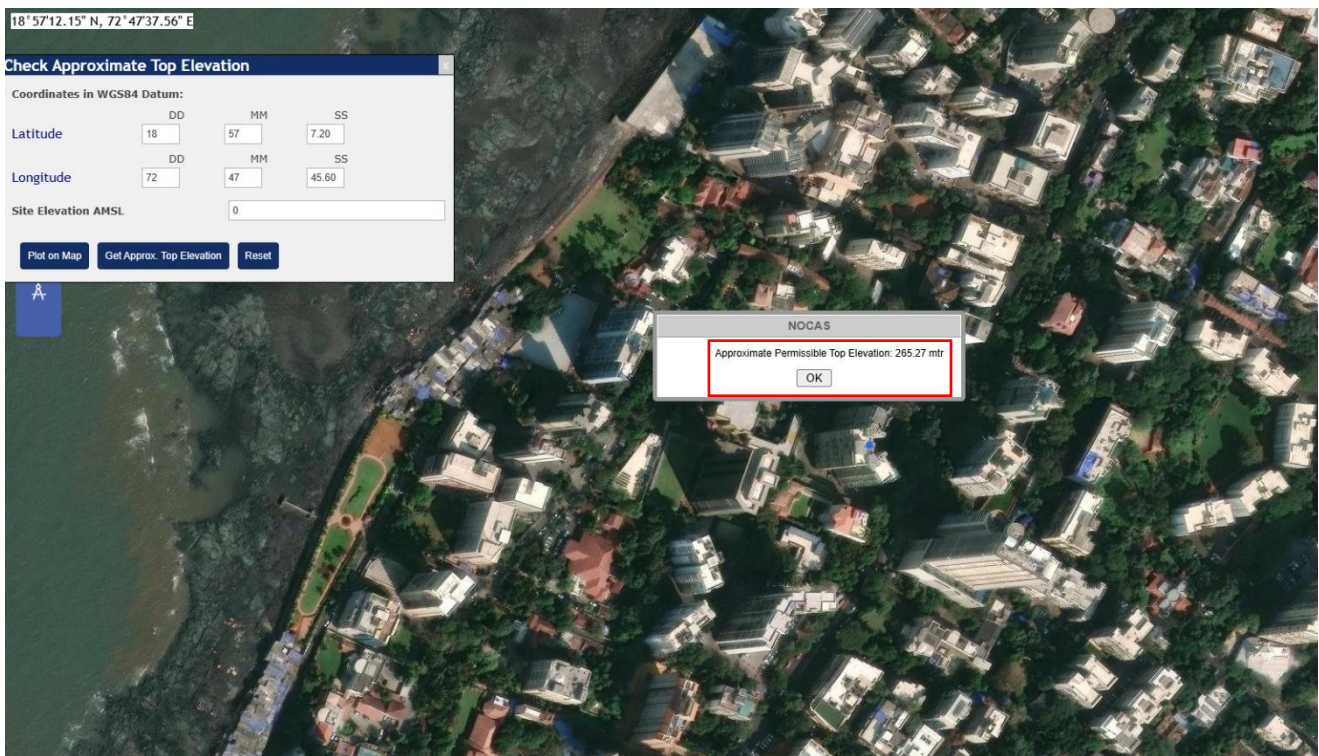
Annexure “6” - Google Location



Shanaz building, Nepean Sea Rd, Navshanti Nagar, Malabar Hill, Mumbai, Maharashtra 400006

Google Maps Link: <https://share.google/taiNpOtBzf7EgeGO4>

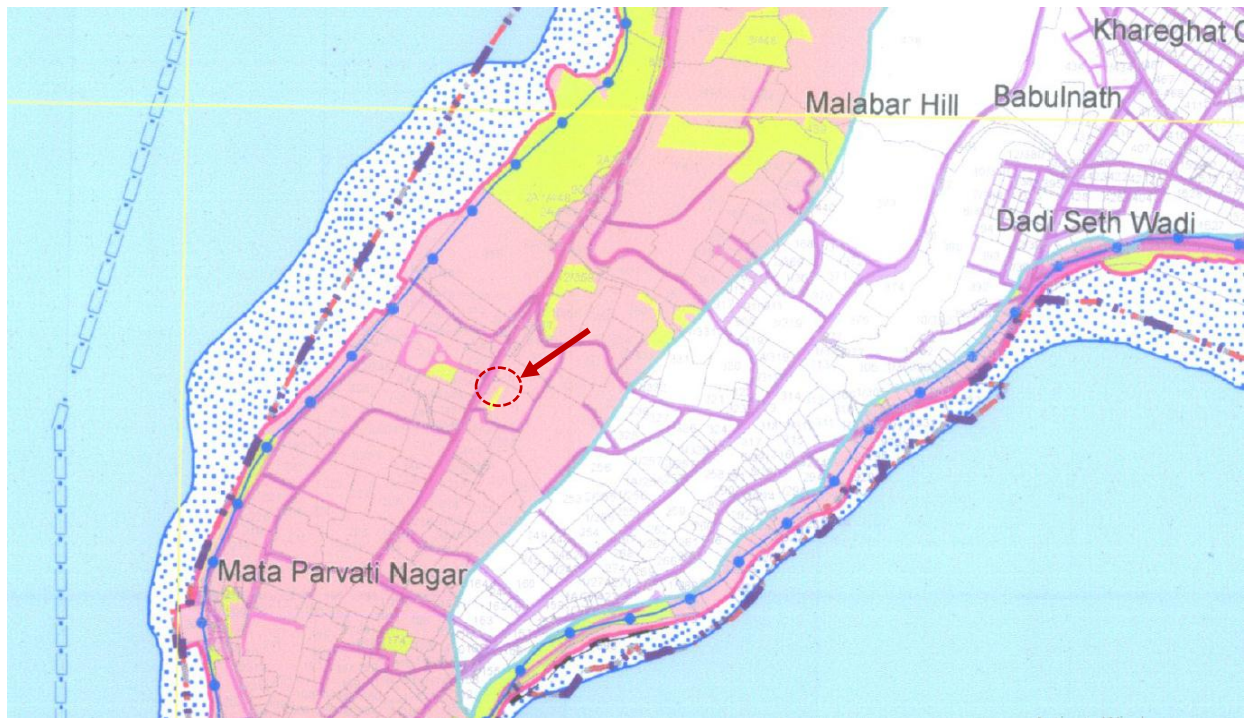
Annexure “7” NOCAS Map



As per NOCAS max height available = 265.27 mts. Typically this would result in a permissible 55-60 floors including Parking podiums.

However, other aspects such as CFO NOC, and open spaces would also govern the height.

Annexure "8" CRZ Map



The plot is affected by CRZ II Zone.

Annexure “9” – Minimum Part OC Conditions
(if part OC is proposed by developer)

(Developer’s Obligations for issuing Notice to Occupy to the Society for offering possession of the Members Premises)

The following obligations are required to be completed by the Developer before issuing Notice to Occupy to the Society offering possession of the Members Premises on receipt of part Occupation Certificate and -

1. Members Flats with Members Internal Amenities have been completed;
2. Completion of entire RCC, overhead tanks and lifts machine room. And removal of Tower Crane.
3. BMC water connection with sufficient capacity has been approved and installed
4. Separate electric meters with suitably sanction load with respect to the Member’s Flat are installed;
5. Any incomplete work or defective work or amenities as pointed out by the Society’s PMC are to be remedied by the Developer
6. Lift Lobby to be fully furnished on all floors consisting of Members Flats + 2 floors directly above the topmost floor consisting of Members Flats.
7. Ground Level Entrance Lobby to be completed for ingress and egress of existing members and segregated from labour and material movement
8. RCC, blockwork, plaster, waterproofing work to be completed entirely
9. 3 floors above the topmost existing member level to be FULLY WATERPROOFED by conventional waterproofing system to avoid ponding and leakages in the floors below.
10. Flats to be completed with agreed finishes including resolving snag list if any before possession is handed over.
11. Windows to be installed for atleast 3 levels over the existing member premises
12. Staging to be done at Service Level (atleast 5 levels above the topmost member premises) to be handed over to avoid material/debris droppage below the staging level. At this level the temporary OHT and LMR can be placed in case the final LMR/OHT is not completed.
13. Construction entry and vehicle entry will have to be entirely segregated from the driveways of the existing members taking possession
14. Labour entry will be entirely separate including the in/out gate and labour camps will not be set up in the podium/basement levels of the building while the balance tower is under construction to avoid security issues and hygiene issues.
15. Parking (temporary or permanent) to be clearly demarcated and specified for each member to avoid confusion. All ramps or car lifts to be completed, screeding and adequate lighting and ventilation to be provided on all parking floors where members taking possession are parking their vehicles (whether temporarily or permanently)
16. Vertical transportation and material hoist for construction of Developer to be placed near the staircase area with no access entry point on the members floors. The Member floors to be fully packed and kept secure from entry and egress of labour.

17. Atleast 2 passenger elevators and one service elevator to be completed and fully functional till 1 level above the topmost member level, with valid PWD Licenses received for occupation and operation.
18. If any final elevator is commissioned and yet utilized by labour and material movement of the Developer, then the Developer shall replace it with a new elevator or machinery/material to ensure that all warranties and guarantees start afresh upon receipt of full OC.
19. Any machinery, material, light fixtures and other fixtures and fittings utilized by the Developer for construction shall be replaced before Full OC by the Developer.
20. Intercom and VDP to be made operational linked with Visitor management system to be made fully operational.
21. Warranties and Guarantees shall be considered of Interim nature and final Warranty period and Guarantee period of machinery, equipment, etc shall only start from the date full OC is received and the same is made fully operational.
22. Services to be completed
 - i. OHT to be created (gravity based conventional plumbing system) for water supply.
 - ii. All drainage lines, downtake lines, etc to be completed from staging level downwards
 - iii. One STP to be completed to ensure the treated water effluent only is released in the municipal sewage system if required.
 - iv. Electricity meter room completed
 - v. All electricity supply achieved from supply agency. Separate common meter to be installed only till Member floors.
 - vi. For each flat a separate electricity meter to be installed and made operational in individual name
 - vii. Necessary earthing pit to be created and completed
 - viii. MGL Gas line to be completed and operational for all members occupying the premises.
 - ix. All fire-fighting pumps, electricity meter for fire apparatus, jockeys, sprinkler systems, FAPA and extinguishers to be installed and made operational after CFO NOC for Occupation

Annexure “10” - Members List and Carpet Area

S.No.	Flat No.	Floor	Existing C.A. including balcony as per survey Sqmt (A)	BUA as per survey including balconies Sqmt (B)	Existing C.A. as per assessment Sqmt (C)
	7				100
	22				132
	12				132
	1				132
	11				132
	Society				264
	1				10
1	1A	1st	174.54	209.45	176.51
2	1B	1st	188.42	226.10	185.3
3	1C	1st	112.34	134.81	108.73
4	1D	1st	173.1	207.72	176.51
5	2A + 3 bal	2nd	174.54	209.45	176.51
6	2B	2nd	147.28	176.74	148.64
7	2C + 3 bal	2nd	147.04	176.45	148.64
8	2D	2nd	173.1	207.72	176.51
9	3A + 2 bal	3rd	174.54	209.45	176.51
10	3B + 3 bal	3rd	147.28	176.74	148.64
11	3C + 2 bal	3rd	147.04	176.45	148.64
12	3D + 3 bal	3rd	173.1	207.72	176.51
13	4A+ 2 bal	4th	174.54	209.45	176.51
14	4B + 3 bal	4th	147.28	176.74	148.64
15	4C + 3 bal	4th	147.04	176.45	148.64
16	4D + 3 bal	4th	173.1	207.72	176.51
17	5A + 2 bal	5th	174.54	209.45	176.51
18	5B	5th	147.28	176.74	148.64
19	5C	5th	147.04	176.45	148.64
20	5D + 3 bal	5th	173.1	207.72	176.51
21	6A + 3 bal	6th	174.54	209.45	176.51
22	6B + 3 bal	6th	147.28	176.74	148.64
23	6C + 2 bal	6th	147.04	176.45	148.64
24	6D + 2 bal	6th	173.1	207.72	176.51
25	7A + 2 bal	7th	174.54	209.45	176.51
26	7B + 3 bal	7th	147.28	176.74	148.64
27	7C	7th	147.04	176.45	148.64
28	7D + 2 bal	7th	173.1	207.72	176.51
29	8A + 3 bal	8th	174.54	209.45	176.51
30	8B + 3 bal	8th	147.28	176.74	148.64
31	8C + 3 bal	8th	147.04	176.45	148.64
32	8D + 3 bal	8th	173.1	207.72	176.51
33	9A + 2 bal	9th	174.54	209.45	176.51
34	9B	9th	147.28	176.73	148.64

35	9C	9th	147.04	176.44	148.65
36	9D + 3 bal	9th	173.1	207.72	176.51
37	10A + 3 bal	10th	174.54	209.45	176.51
38	10B + 2 bal	10th	147.28	176.74	148.64
39	10C + 2 bal	10th	147.04	176.45	148.64
40	10D + 3 bal	10th	173.1	207.72	176.51
41	11A + 2 bal	11th	174.54	209.45	176.51
42	11B + 3 bal	11th	147.28	176.74	148.64
43	11C + 1 bal	11th	147.04	176.45	148.64
44	11D + 3 bal	11th	173.1	207.72	176.51
45	12A + 3 bal	12th	174.54	209.45	176.51
46	12B + 3 bal	12th	147.28	176.74	148.64
47	12C + 3 bal	12th	147.04	176.45	148.64
48	12D + 3 bal	12th	173.1	207.72	176.51
49	13A + 1 bal	13th	174.54	209.45	176.51
50	13B + 3 bal	13th	147.28	176.74	148.64
51	13C + 3 bal	13th	147.04	176.45	148.64
52	13D + 3 bal	13th	173.1	207.72	176.51
53	14A + 3 bal	14th	174.54	209.45	176.51
54	14B + 3 bal	14th	147.28	176.74	148.64
55	14C	14th	147.04	176.45	148.64
56	14D + 3 bal	14th	173.1	207.72	176.51
57	15A	15th	174.54	209.45	176.51
58	15B + 2 bal	15th	147.28	176.74	148.64
59	15C + 3 bal	15th	147.04	176.45	148.51
60	15D + 3 bal	15th	173.1	207.72	176.51
61	16A + 2 bal	16th	174.54	209.45	176.51
62	16B + 3 bal	16th	147.28	176.74	148.64
63	16C + 3 bal	16th	147.04	176.45	148.64
64	16D + 3 bal	16th	173.1	207.72	176.51
65	17A + 3 bal	17th	174.54	209.45	176.51
66	17B + 3 bal	17th	147.28	176.74	148.64
67	17C	17th	147.04	176.45	148.64
68	17D + 3 bal	17th	173.1	207.72	176.51
69	18A + 2 bal	18th	174.54	209.45	176.51
70	18B + 1 bal	18th	147.28	176.74	148.64
71	18C + 3 bal	18th	147.04	176.45	148.64
72	18D + 3 bal	18th	173.1	207.72	176.51
TOTAL IN SQMT			11563.47	13876.16	11702.16
TOTAL IN SQFT			124469.19	149363.03	125962.05

	Per Floor	No. of Floor	Total Common Area
A&B Common	18.65	18	335.7
C&D Common	17.48	18	314.64
TOTAL			650.34