

Date: 09.06.2023

BASIC TERMS AND CONDITIONS OF REDEVELOPMENT CONTRACT

1. Pune Patrakarnagar CHS has appointed Architect Anirudha Vaidya and Associates as Project Management Consultant for the redevelopment project. The redevelopment process will be strictly executed under guidance of his office until the satisfactory completion of the project.
2. Developers shall fill in all the required offer details in the table prescribed below in this document.
3. Developers may submit additional details complementary to their offer separately.
4. Developers may propose additional/ better amenities/ finishes than those mentioned in this tender document. These should be annexed as a separate sheet to the bid document.
5. The minimum quality specifications and levels, types of building materials shall be as per the list of amenities and specifications mentioned in Design brief dated
6. Developer will pay necessary premiums, deposits, scrutiny fees, development charges, etc. for obtaining various approvals and NOCs needed from concerned respective competent authorities including and not limited legal disclosure as per EOI Document dated 04.08.2022, Department of Co-operative Societies, Pune, Pune Municipal Corporation, Revenue department, State Government, etc. On behalf of the Society and its members. Developer shall pay all the deposits and meter charges towards permanent connection charges to Municipal Corporation of Pune for water connection and MSEDCL for electrical connection.

7. Developer shall also pay all other taxes such as Service Tax, GST etc. applicable at present and that may be applicable in future, related to the construction of the new building. Developer will pay all such taxes and taxes for land under construction till the handing over possession of new flats including the GST on all such taxes.

8. Developer shall handover existing carpet area plus free additional carpet area offered in his bid to each residential flat free of cost to every member. He should bear all the taxes including but not limited to GST/Stamp Duty/Registration charges along with any new taxes imposed by the Government during construction period and till issuance of the Completion/ Occupancy Certificates while handing over of possession of the newly constructed units to the respective Society member.

9. Developer shall give possession of residential flats to Society members first and new flat purchasers later. For the new flat purchaser, the payment of corpus fund of the respective purchaser and submission of the membership documents to the society as per prevailing laws needs to be submitted to the society by the Developer before giving possession to the new purchaser.

10. Upon receipt of Completion Certificate, Occupation Certificate and all other completion related documents, Developer shall handover entire property along with all the related documents to the Society on or before 36 months + 6 months (maximum grace period) from the date of handing over of the vacant possession of the present property. Scrutiny of these documents will be carried out by the Project Management Consultants.

11. In the event of enhancement of FSI by Government of Maharashtra, on the said plot, it shall be incumbent upon the Society to take the appropriate decision at that particular point of time under the guidance of the Project Management Consultant. Developer shall not be entitled to receive any benefit arising out of additional FSI in whatsoever manner, without prior consent for sharing principle to avail the said benefits. The Society reserves the right of not sharing this FSI with Developer at all.

12. Developer shall get member's plan sanctioned including and not limited to Basic FSI, Paid FSI, TDR and its Ancillary FSI Sanctioned from Pune Municipal Corporation before demolition of existing building. The Developer shall allot the proposed tenements to the existing members before issuing a notice of vacating of the existing premises by the members.

13. Corpus Fund: Corpus Fund payment - it shall be paid in full to the Society towards existing members after completion period of 36 months of project from Development Agreement before giving possession. Developer should bear the cost of monthly maintenance expenses as fixed by the Society for the unsold flats till the time he gives possession to the new members of the Society. Also, Developer should give to the Society an amount mentioned in the Table below per every additional tenements, towards Corpus Fund against sale of flats to new Purchaser. (Refer point no.3 of Commercial term sheet)

14. Only after allotment of the proposed tenements and Parking to the existing members of the Society, that the Developer shall allot/sell the remaining tenements and parking which are available for sale subsequently.

15. Inconvenience Money/Betterment Charges: Developer shall make the payment to the members before asking them to vacate the flats.

16. Internal furniture, fixed grills, fixtures, etc. shall be the belongings of, and in custody of the existing members. Existing members shall have right to dispose of the grills, furniture or any other movable assets from their own flats as they wish before handing over the possession of the existing building to Developer for demolition.

17. Developer shall take necessary permissions from Dy. Registrar of Co. Op. Society, Pune Municipal Corporation and any relevant Government or other regulatory authorities. Developer shall bear all the expenses to get their permissions for the successful completion of this redevelopment project.

18. This entire redevelopment project work shall be protected under the MAHARERA act after executing the Development Agreement which shall be registered with MAHARERA and any other applicable act/s and GR-MCS, MOFA.

19. Developer cannot sell and/or lease the top terrace and open land to anybody including Existing or New member.

20. Developer shall not take any loan against the land of the Society.

21. The Tenure of the Redevelopment of the plot shall be 36 months+6 months maximum grace from the date of vacating of the premises and 45 months from the date of execution and registration of Redevelopment Agreement subject to the situations beyond the control of the Developer.

22. The Developer shall be responsible for conversion of the land from Class II to Class I within 6 months or before 8th March 2024 whichever is earlier from the date of appointment of the Developer.

23. Developer shall be responsible for the registration of MAHARERA before the vacating of the premises by the existing Society members.

24. The Developer cannot transfer his development rights. If he cannot complete the project for unforeseen conditions, he shall get back to the society and society may appoint new developer amicably. But he cannot transfer any rights to the third party. The Developer shall also not sub-let the redevelopment project to any third person.

25. Beside guarantees required elsewhere, Developer shall guarantee the work in general for 5 years under Defects Liability Period as per prevailing laws at

the material time including and not limited to Judicial Orders, Maharashtra Real Estate Authority Regulation Act, 2016.

COMMERCIAL TERMS TO BE SUBMITTED BY DEVELOPER

Sr. N o.	Description	Society's Minimum Requirements	Developer's Offer Final offer
1.	Free of cost RERA carpet area offered to Society (the details of existing carpet area had been given earlier). As per Existing configuration of 6 buildings with 2 units each, a Total of 12 Duplexes to be accommodated on Ground/Podium with additional area and no building above the duplexes.	As per RERA. A clear indicative block plan is expected during the presentation to the members.	
2.	Area for Samaj Mandir (P – Line Area)	20, 000 Sq. fts. In separate block of 4 floors maximum.	
3.	Corpus fund offered to Society a. for existing members b. for new purchaser	 Rs. 5 Lacs per member Rs. 7 lacs per members	Rs.
4.	Inconvenience Money/ Betterment Charges offered to each existing member	Rs. 20 Lacs per existing member.	Rs.

	before vacating their respective Unit.		
5.	Shifting and transportation charges to per existing member. - To be paid at the time of vacating of the present Unit and - Fixed amount to each Unit owner.	Rs. 50,000/-	
6.	Rent offered for Temporary Accommodation per month till handover of the proposed tenementis to each existing member.	45 Rs. per sq.ft. on existing Rera carpet	
7.	% Increase in rent every year till possession of the flats to existing members	5 % Compulsory	
8.	Refundable Deposit	Rs. 250/- per sq. Ft. on existing RERA Carpet.	
9.	Society members may desire to purchase additional 100 sq. ft. from saleable area apart from the free area offered by Developer at concessional price. Saleable area = RERA	Min. 100 sq. ft. from saleable area (Developer to indicate maximum area for Discounted Rate)	Rate per sq. ft. is Rs. ____

	Carpet area * 1.35 (As per RERA)		
10.	Society members may desire to surrender the free area offered by the Developer (Partially/ Completely).	Please Share the price for surrender of area along with Payment Schedule.	
11.	Covered parking Should get min. Free of cost (135 sq. Ft.) With electrical vehicles charging power point.	2 car parking (2.5 X 5.0 MTRS) + 2 scooter parkings (1.0 X 2.0 Mtrs.	
12.	PAYMENT FOR LAND CONVERSION CHARGES (NAJARANA) (Non refundable)	Estimated cost for conversion of land from Class II to Class I shall be paid by the Developer in the name of the Society within 6 months or before 8th March 2024 whichever is earlier from the date of appointment of the Developer.	

15.	Penalty for extension of the redevelopment tenure beyond 36 months+6 months	The developer has to specify as per industry practice.	
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Note : In the final offer along with the above Terms and conditions, the specifications and Amenities List to be provided by the developer which should contain specific additions if any from the Design Brief document dated 20.01.2023