PREMISES & ESTATE DEPARTMENT, LHO MUMBAI METRO

1ST FLOOR, SYNERGY BUILDING, G- BLOCK,
BANDRA KURLA COMPLEX, MUMBAI-400 051

TENDER ID: MUM202509005

TECHNICAL BID

TENDER FOR PURCHASE OF 2 BHK RESIDENTIAL FLATS (50 NOS.) LOCATED NEAR TO THE HARBOUR LINE RAILWAY BETWEEN "KHARGHAR TO PANVEL" IN MUMBAI FOR STATE BANK OF INDIA

TENDER SUBMITTED BY:

NAME : ______________________________

ADDRESS : ______________________________

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DATE : ______________________________

OFFERS FROM BROKERS WILL NOT BE ENTERTAINED.

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 Signature & Seal of Bidder

NOTICE INVITING TENDERS

State Bank of India (herein after referred to as 'the Bank/ SBI'), having one of its Local Head Office at Synergy Building, G Block, Bandra Kurla Complex, Mumbai 400051 invites e-tenders from reputed builders / developers or their POA holder / Authorised representative (If the builder/ developer wants to participate in the tender through POA holder/ Authorised representative then offer from only one POA holder/ Authorised representative per location/ complex will be entertained. If Bank receive offer from more than one POA holder/ Authorised representative for same location/ complex, then such bids (all the bids) will be summarily rejected.), for outright purchase of 50 nos. 2-BHK residential flats **having overall age less than 05 years** located **near to the Harbour Line Railway stations** between "**KHARGHAR TO PANVEL**" in Mumbai. Preference will be given to ready-built flats, single/sole occupancy premises. Ready-built flats mean flats complete in all respects and possession being given to the Bank within 06 months from the date of the Letter of Intent ('LOI'). All the necessary permissions and certifications from the concerned local authorities should be in place for the occupation of the flats. The property should be registered with the Maharashtra Real Estate Regulatory Authority ('**MahaRERA**') and should be free from all encumbrances, excluded from provisions of the urban land ceiling act and the owner must have a clear and marketable title on the same. The location, area requirements (carpet area), the schedule of dates for the pre-bid meeting and final submission of the bid, etc. are tabulated for easy comprehension.

The Bidder is advised to submit all applicable regulatory/ statutory approvals (including approvals under MahaRERA) obtained with respect to the premises along with the Technical Bid.

The building and flats must be completed in all respect like completion of civil and structural work up to the top Mumty floor including terrace work, Installation and commissioning of the lift including a license from a competent authority, lift machine room, its electrical connection, functioning of lift, laying of electrical wiring, electrical panels, switchboards, electrical meters, etc. connection to all floors and NOC from electrical supply authority, Installation of all electrical fittings, testing and making them functional, Air-conditioners duct and system, running of AC plant, testing of cooling, etc., if offered by the Builder. Installation of all waterlines, sanitary and plumbing fixtures and testing of the same, Completion of flooring and dado work, ceiling, doors and windows, kitchen platform, modular kitchen, internal as well as external painting/ façade as agreed, completion of drainage work, pathway, approach road work, municipal water connection, water tank (overhead and underground), electrical HT connection and compound development in all respect including all amenities as agreed must be in place. In nutshell, the flats should be ready to move-in condition.

During the inspection /visit by the Bank's committee, the committee will make an assessment of the stage of progress of the building based on the above parameters to ensure that the Builder will be in a position to handover possession of the flats within 06 months from the date of LOI

Separate complete offers/ bids with EMD of specified amount, should be submitted for flats located in separate Locations / Complex.

 Signature & Seal of Bidder

Details of requirements of Premises

Location (Offers beyond these Locations will not be considered)	**Required Carpet Area as per RERA norms** (±10%variation)	**Total Number of Flats Required** (Minimum)	**Minimum Number of Four-wheeler & Two -wheeler Covered Parking Required**	**Estimated Cost in Rs.** (The cost of statutory taxes/ charges i.e. Stamp Duty, Registration, GST etc. shall be extra as applicable)	**Earnest Money Deposit Amount (Rs.)** by means of Demand Draft / Bank Guarantee.
KHARGHAR TO PANVEL (near to the Harbour Line railway stations)	55.74 SqM (600 SqFt)	50	Minimum **50 preferably Covered Car Parking** in addition to parking for **50 Two Wheelers** as per prevalent norms/ sanctioned plan of the building.	48 Cr	50 Lakh

Note:
1) The offers beyond locations & other minimum requirements as mentioned above or elsewhere in this tender, will not be entertained.
2) Preference will be given to ready-built flats, single/sole occupancy premises having overall age less than 05 years.
3) The Bank reserves the right to purchase increased or decreased number of flats, on the similar L-1 rates, as per its requirement.)
4) Combined flats (Jodi flats) system to meet the said requirement will not be allowed.
5) Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

Signature & Seal of Bidder

Schedule of Events:

SN	Particulars	Details
1	Name of work	Tender for Purchase of 2 BHK Residential Flats (50 Nos) located **near to the Harbour Line Railway stations between "KHARGHAR TO PANVEL"** in Mumbai for State Bank of India
2	Nature of Tender	Outright purchase of ready built 2-BHK Residential Flats
3	Time allowed for Handing over the possession	**Within 6 Months (180 Days) from the date of Letter of Intent (LOI)**
4	Earnest Money Deposit (EMD)	**₹50,00,000.00 (Rupees Fifty Lakh Only)** for bidders offering Residential Flats located near to the Harbour Line Railway stations between "KHARGHAR TO PANVEL" Locations in Mumbai, by means of Demand Draft / Bank Guarantee, as per **Annexure**-'**13**' format, (Valid for a period of 180 Days from the last date of submission of the tender) from any Scheduled Commercial Bank (except SBI) drawn in favor of SBI and payable at Mumbai. Validity can be extended mutually.
5	Security Deposit (SD)	For the successful bidder, total security deposit shall be **5% of the contract value** which is inclusive of EMD.
6	Date of issue of tender documents (Technical Bid & Price Bid) on the Bank's website	**07.10.2025** to **06.11.2025** from Bank's website https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal: www.tenderwizard.com/SBIETENDER
7	Last date and time for receipt of written queries for clarification from bidders for Pre-bid meeting.	**14.10.2025 at 05.00 PM** **(Bid Queries to be sent to** agmpe.lhomum@sbi.co.in **only**) **Note:** The intending bidders, may e-mail any queries as per format in Annexure – **'1'**, along with the details of authorized representative viz name, mobile no., e-mail id along with authorization letter from the bidder.
8	Pre-Bid Meeting	At **11:00 AM** on **16.10.2025** (Max. Two representatives per bidder will be allowed to participate). Pre-Bid queries, if any, will be posted on Bank's website before **20.10.2025**. *(Only written queries submitted by the bidders in Annexure 1 till stipulated date and time will be discussed and clarified in the meeting).*
9	Last date & time for submission of EMD	**06.11.2025 by 03:00 PM** Note: It is sole responsibility of the bidder to ensure submission of the **EMD in original** by stipulated date and time at specified address failing which they will not be eligible to participate in E-tendering.

SN	Particulars	Details
10	Address for submission of EMD/ communication, if any.	The Assistant General Manager (P&E) State Bank of India, LHO Mumbai Metro, Premises & Estate Department, Synergy Building, Bandra Kurla Complex, Mumbai-51.
11	Last date & time for submission of Online Technical & Financial bid	**06.11.2025 by 03:00 PM** at Service Provider's portal www.tenderwizard.com/SBIETENDER **Note: 1) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (DSC) in the name of person who will sign the bid, from any of the licensed certifying agency to participate in this tender. DSC should be in the name of the authorized signatory. It should be in corporate capacity i.e. in Bidder capacity for uploading the bid online.** **2) Registration with M/s ANTARES SYSTEMS LIMITED for online bidding/ tendering.** **3) Bidder is required to submit entire technical bid signed & scanned along with requested documents & EMD.** **4) Bidder is also required to submit Price bid online simultaneously.** ***Disclaimer:*** Bidder shall Download the entire Technical Bid to get acquainted with the terms and conditions and **shall upload compulsorily the pages numbered from 1 to 93 of the complete technical bids, with all supporting documents as per Annexure 10** without fail in the e-tendering portal after putting the signature with date and seal as acceptance of all terms & conditions. Failing to upload as stated above, will lead to the tender being rejected. ***Bidder (s) should prepare and submit their online bids well in advance before the prescribed date and time to avoid any delay or problem during the submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the bidder (s) during the submission of online bids.*** ***Bidder (s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.***
12	Date and Time of opening of Online Technical Bid	**06.11.2025 by 04:00 PM** ***Date of opening of Part–II (Price bid) shall be informed separately to technically qualified bidders only)***

 Signature & Seal of Bidder

SN	Particulars	Details
13	Validity of offer	180 days from the last date of submission of bids.
14	Defects Liability / Warranty period	**5-years** from the date of actual handover of the building to the Bank.(A sum equivalent to **5 %** of the total contract value shall be deposited as per Clause 5 (8) as Security Deposit and shall be retained as Retention money.)
15	Liquidated Damages	As per Clause no. 25 of this tender document.
16	**Submission of Technical Bid (Hard Copy)**	The Bidder shall submit the original EMD / Bank Guarantee and Pre-Contract Integrity Pact alongwith the whole technical bid with all supporting documents such as large size drawings, certified copies of statutory approvals, original copies of Title Investigation Report, CA certificates etc together spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right hand corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned below, failing which Bid will be treated as non-responsive. The Assistant General Manager (P&E), State Bank of India, LHO Mumbai Metro, Premises & Estate Department, 1st floor, Synergy Building, Bandra Kurla Complex, Mumbai – 400051,

17. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s Antares Systems Limited, 'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, India, For e-Tendering Shri Kushal Bose (9674758719) and Shri. Biswajit Chakraborty (9674758723) can be contacted on the given numbers

18. No conditions other than mentioned in the tender will be considered. Conditional offers are liable to be rejected.

19. The SBI reserves their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall not be entertained in this regard.

20. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

21. Tenders received without EMD in original shall be summarily rejected and Online Financial Bids of such tenders shall not be opened.

22. Canvassing in any form will disqualify the bidder. **No brokerage will be payable.**

23. Addendum / Corrigendum, if any, will be published on Bank's website and e-tender portal only.

Yours faithfully,

Assistant General Manager (P&E),
LHO Mumbai Metro

 Signature & Seal of Bidder

TENDER FOR PURCHASE OF 50 RESIDENTIAL FLATS (2-BHK) IN MUMBAI FOR STATE BANK OF INDIA

1. INVITATION TO BIDS

1. STATE BANK OF INDIA intends to purchase 50 Nos. 2-BHK Residential Flats having clear and marketable title, for its staff in Mumbai, Maharashtra. The property should be vacant and ready for peaceful possession.

2. State Bank of India is interested in ready-built 2-BHK Residential Flats, having MahaRERA carpet area of 55.74 SqM (600 SqFt) ±10**%** only and having overall age less than 05 years. The Bidder has to submit all the mandatory / necessary documents supporting their bid alongwith the Bid or as & when required by the Bank. **No further extension of time shall be allowed**.

3. This RFP/Offer/Bid document is issued by the Bank for inviting bids from reputed builders / developers or their POA holder / Authorised representative of owner/ s to offer for sale to Bank (If the builder/ developer wants to participate in the tender through POA holder/ Authorised representative then offer from only one POA holder/ Authorised representative per location/ complex will be entertained. If Bank receive offer from more than one POA holder/ Authorised representative for same location/ complex, then such bids (all the bids) will be summarily rejected.) , 2 BHK Residential Flats having MahaRERA carpet area of 55.74 SqM (600 SqFt) ±10**%** located near to the Harbour Line Railway Stations between **KHARGHAR TO PANVEL**. Offers of Residential Flats constructed on freehold or leasehold land with residual lease period of minimum 60 years may also be considered by the Bank subject to conditions indicated in the Technical Evaluation criteria of this RFP/BID DOCUMENT. **Preference will be given to ready built single/sole occupancy premises**. Ready built 2 BHK Residential Flats shall mean completely constructed buildings which are complete in all respects and possession of which shall be transferred to the Bank within 6 months (180 days) from the date of issuance of the LOI. All the necessary permissions and certifications from the concerned local authorities should be in place for occupancy of the premises. The offered residential flats/ units shall be free **from all encumbrances** and the owner must have a **clear and marketable** title on the same. Should any encumbrance by way of a charge in favor of any Bank/Financial Institution (FI) etc. exist at time of bidding then, the payment for such selected premises shall be made directly to the Financial Institution (FI) concerned and NOC/Release Deeds from FIs will be obtained after effecting the payment and Bank shall get possession of Title deeds from the FIs, if applicable. The bidder shall obtain such NOC / Release Deeds within 03 days of payment and further ensure execution of registered Agreement to Sale in favor of Bank immediately thereafter.

2. DEFINITIONS

Unless the context requires otherwise, the expressions used in this RFP/BID document shall have the same meaning assigned to them as indicated below:

 Signature & Seal of Bidder

1. “**The Bank**” means State Bank of India, having its Corporate Office at State Bank Bhavan, Nariman Point, Mumbai - 400 021 and having one of its Local Head Office at Bandra Kurla Complex, Mumbai – 400 051 and includes its representatives, successors and assigns.

2. “**Bidder**” means an eligible entity/firm/individual/ SELLER submitting the Bid in response to this RFP and shall include his/their legal heirs, successors, and assignees.

3. “**Bid**” means submission of response to the RFP document in the form and manner as prescribed in herein

4. “**Responsive Bid**” means a Bid which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.

5. **Carpet area:** Carpet area will be measured in SqM (Square Meter) as per MahaRERA carpet area and the payable price shall be arrived on the basis of quoted rate per unit carpet area based on MahaRERA carpet area norms including all inclusions offered along with property i.e. Parking, Equipment, ancillary services etc.

6. **‘Contract value’** means the value of the entire offer, excluding applicable statutory taxes/ charges i.e. GST, Stamp Duty, Registration Charges etc., as stipulated in the Letter of Intent (LOI) conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision hereinafter contained.

7. “**EMD**” means Earnest Money Deposit.

8. “**SD**” means Security Deposit.

9. “**IEM**” means Independent External Monitor appointed by the Bank to monitor entire tender process till final completion of the contract for compliance with the Integrity Pact by all the parties concerned in the contract.

10. **“Agreement for Sale”** means the agreement executed as per the draft placed as Annexure 14 of this RFP/ BID DOCUMENT, on payment of 10% of the agreed contract value by the Bank and registered between the Bank & the successful bidder, as recorded in the contract form signed by the authorized representatives of parties, including all attachments & appendices thereto and all documents incorporated by reference therein by which conveyance of title deed takes place.

10. “**LOI**” means Letter of Intent.

11. “**RFP**” means this Request for Proposal

12. **“1 sq. m.”** is equal to 10.764 sq. ft.

13. “**Base Sale Price on Carpet area as per MahaRERA**” is the price of Carpet area as per MahaRERA per SqM including inclusions offered along with the property i.e. Parking, Equipment, Ancillary Services etc.

3. DISCLAIMER & DISCLOSURE

1. The information contained in this RFP/BID DOCUMENT or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of the Bank, is subject to the terms and conditions set out in this RFP/BID DOCUMENT.

2. This RFP/BID DOCUMENT is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP/BID DOCUMENT process unless and until a LOI is issued by the Bank.

3. The purpose of this RFP/BID DOCUMENT is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. For any clarifications/additional information, Bidders may contact before **the specified date in “schedule of events”/ 2 days prior the scheduled Pre-bid meeting** on agmpe.lhomum@sbi.co.in.

4. The Bank may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/BID DOCUMENT at any time prior to the deadline for submission of bids and such modifications / amendments, if any, will be communicated through only Bank’s website (bank.sbi) as Corrigendum. SBI also reserves the right not to proceed further with the RFP/BID DOCUMENT.

5. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP/BID DOCUMENT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP/BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

6. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP/BID DOCUMENT.

7. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish any or all information as stipulated in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respects will be at the Bidder’s risk

and may result in rejection of the Bid and no correspondence shall be entertained in this regard by the Bank under any circumstances.

8. The proposal in response to RFP/BID DOCUMENT should be signed and submitted by Bidder or authorised representative of the Bidder. In case, the Bid is being submitted by the authorised representative, the signatory should give a declaration through authenticated documentary evidence to establish that he is authorised to sign the document on behalf of the Bidder and that he is the competent authority of the Bidder to sign the necessary documents and bind the bidding.

9. Bank reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. SBI does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the Bid without assigning any reason whatsoever unless and until a LOI is issued by the Bank. Bank also has the right to re-notify the BID process without the Bidders having the right to object to such re-notification. It also reserves the right to decline to discuss the matter further with any party expressing interest.

10. The contents and the information provided in the RFP/BID DOCUMENT is strictly confidential and by accepting this RFP/BID DOCUMENT, the interested parties / Bidders unconditionally undertake, not to use any part or the whole of information, in any manner, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFP/BID DOCUMENT issued by Bank. This document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.

11. No brokers are allowed to participate in the BID process and no brokerage will be paid by the Bank.

12. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

4. ELIGIBILITY CRITERIA

1. This Bid is open to all Bidders who meet the minimum eligibility criteria and technical parameters for selection. The Bidder has to submit the documents substantiating their compliance with the eligibility criteria and other terms of this RFP.

2. The Bidder should be competent to Bid and enter into contract as per applicable laws in India.

3. The Bidder should not be under debarment/ blacklisted period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies / departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred/ terminated on account of poor or

unsatisfactory performance and/ or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State pr Central Government or their Agencies/ Departments at any time, during the last 3 years. A self-declaration needs to be submitted as per Annexure-8 of this RFP/BID DOCUMENT.

5. EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall submit in original within stipulated date & time the EMD of **₹50,00,000.00 (Rupees Fifty Lakh Only)** for offering Residential Flats in "**KHARGHAR TO PANVEL**" Locations, as mentioned under, along with the bid. (Scanned copy of the same needs to be uploaded along with Online Technical Bid.)

2. Any Bid not accompanied by EMD for the specified amount shall be rejected summarily as non-responsive.

3. EMD can be paid through DD/BG modes as detailed below, mode-wise:
   a. Demand Draft (DD): favoring "STATE BANK OF INDIA" payable at Mumbai, tenure can be extended mutually.
   b. Bank Guarantee (BG) from a Scheduled Commercial Bank (except SBI): Bidder must ensure validity of BG till 180 days from the last date of submission of bids and extendable with mutual consent. If any bidder does not convey his acceptance for such extension, his bid will not be processed further.
   c. DD/BG are to be sent by post (or hand delivered) on the address of communication given in Schedule of events in such manner as to reach the addressee on or before the specified time on the last date of submission of the Bid as given in the Schedule of events. Scanned copies are to be uploaded with the Technical Bid documents on the e-tendering portal.
   DISCLAIMER: Bank shall not be held responsible for delay in delivery or loss of the post in transit.

4. The EMD of the non-qualified Bidders shall be returned **within 45 days from the date of opening of technical bids** and no interest in whatsoever manner shall be payable. The EMD of successful Bidder will be retained till placement and acceptance of Letter of Intent (LOI) and no interest shall be payable in whatsoever manner.

5. The EMD shall be forfeited :
   a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP/BID DOCUMENT; or
   b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.

6. **If the successful bidder fails to submit the mandatory documents as per this RFP/ BID, required for registration/ agreement/ transfer of property in Bank's name after accepting the LOI in stipulated time, the EMD shall be forfeited**.

7. If EMD is forfeited for any reasons mentioned above, the concerned Bidder shall be prevented from participating further in this RFP/BID DOCUMENT.

8. **Security Deposit (SD):**
   The successful Bidder will have to deposit a sum equivalent to **5% of accepted contract value less EMD** by means of DD/ Bank Guarantee issued by any scheduled commercial Bank (except SBI) drawn in favor of SBI payable at Mumbai within a period of10 days from the date of receipt of Letter of Intent (LOI) from SBI.
   The SD of successful Bidder will be returned after the completion of Defect Liability Period (DLP) from the date of peaceful handover of the property and no interest shall be payable in whatsoever manner.

   No interest shall be paid to the amount retained by the SBI as Security Deposit.

6. BID PREPRATION & SUBMISSION

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (DSC) in the name of person who will sign the bid, from any of the licensed certifying agency to participate in this tender. DSC should be in the name of the authorized signatory. It should be in corporate capacity i.e. in Bidder capacity for uploading the bid online.

The Bid shall be prepared and submitted in English in 2 parts – Technical Bid and Price Bid and is to be submitted through e-Tendering on the following service provider portal only at URL: www.tenderwizard.com/SBIETENDER

1. The technical Bid is to be accompanied by all documents as mentioned in Annexure 10 and as below:

a. Bid covering letter on the lines of **Annexure 3** on Bidder's letter head mentioning/confirming the following:
i. Mentioning details of EMD submitted.
ii. Certifying that the period of the validity of the Bid is as per terms of this RFP/BID DOCUMENT
iii. Confirming that the Bidder has quoted for all the items/services mentioned in this RFP/BID DOCUMENT in their Price Bid
iv. Confirming that they agree with all the terms and conditions mentioned in the RFP/BID DOCUMENT
v. Confirming that the Bidder including his/its employees and agents shall not disclose Bank's identity or the requirement brief and the terms offered in this document or the discussion hereafter in the open market or media; that the contents of this offer shall remain strictly confidential between the two parties.
vi. Confirming that specific response with supporting documents in respect of all requirements of the Bank have been submitted/shall be submitted (as applicable) including annexures.
vii. Disclosure of financial assistance, if taken from any bank or FI, for the offered building and details of Charges, if any.

b. Proof of payment of Earnest Money Deposit (EMD) as specified in the Schedule of Events and **Clause 5** above in this document.

c. A certified copy of the Board Resolution or letter of authority or the Power of Attorney showing that the signatory has been duly authorized to sign and submit the Bid document.

d. An undertaking as per **Annexure 5,** Self-declaration of Non-blacklisting as per **Annexure 8** and Undertaking for NOC from Society/ Statutory Lessor/ Other Authorities as per **Annexure 15**.

e. Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with technical bid as prescribed in **Annexure-6** duly signed by the bidder on each page and witnessed by two persons. The Pre-Contract Integrity Pact shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

f. Bidders to submit mandatory documents as per **Annexure-10** along with the Bid. **No extension of time will be allowed& Bid will be summarily rejected in case of any delay beyond the prescribed time period.**

g. An undertaking, as applicable on non-judicial stamp papers (presently, on Rs.1000) that desired works as Bank's requirement i.e. Civil Works which includes flooring, toilets, covered parking if required, boundary wall works securing the compound & other services Electricity Transformer, Power Generators, Plumbing, Fire etc capacity upgradation if required to be completed by the bidder at their cost before handover of the building or 180 days from the issue of LOI. Bank may consider allowing maximum another 3 more months' time at its sole discretion to complete the balanced works assessing then prevailing conditions, failing which, without prejudice Bank may consider completing any other works, required to ensure peaceful occupation by its staff, on its own, on risk & cost of the bidder.

h. Receipt of payment of charges for all statutory clearances, NOC etc. Property transfer charges, mutations etc excluding stamp duty for transfer & registration charges to be borne by the bidder.

i. Nature of right over the property/status and ownership of the property and details of title over the property - copies of the supporting documents to be attached.

j. Registered Power of Attorney from the owners /majority stake owner, if the Bidder is not the owner of the property. (**Notarised POA shall not be considered.**)

k. Site Plan, approved layout and building plans from statutory body, drawings, commencement certificate and photographs of the premises.

l. Copy of the Occupancy Certificate (OC) to be submitted with the bid documents necessarily. An undertaking to be furnished stating that all compliances related to occupancy/ completion certificate have been made to the satisfaction of Govt authorities. Apart from that bidder will carry-out necessary civil works/ furnishing works/ ancillary services/ capacity upgradation of services works i.e. Electrical, Plumbing, Fire etc, to ensure smooth operation of the building, as per Bank's requirement, before handing over the building to the Bank.

m. Structural Stability Certificate (Earthquake Resistant Building), that is, certificate obtained from a reputed licensed Structural Engineer registered through local applicable authority (MCGM / BMC/ NMMC) about the structural stability of the building stating that the construction is in tune with the established standards and is safe, strong and stable. A detailed report to be submitted by successful bidder.

n. List of amenities provided/to be provided viz., Swimming Pool, Club House, Gymnasium, Badminton Court, floor finish, lift lobby, entrance lobby, external finishes, number of toilets per flat, number of lifts (with valid lift licenses), finishes of staircase, provision for type & capacities centralized AC, AHUs, numbers & capacities of transformers, generators, UPS etc.

o. Green Building certification or pre-certification (if available) from LEED India or IGBC or GRIHA or any other authorized agencies.

p. Evidence of independent HT (High Tension) electricity connection and sanctioned electrical load and contract demand for the offered building / premises. Final Approval / sanction order from the Electrical Inspector/ Competent authority is required to be submitted.

q. Evidence of generator power back-up for electrical supply for lighting and other electrical equipment for connected load.

r. List of equipment's offered and their cost as per **Annexure 9.**

s. NOC from relevant authorities / Society/Other associated entities as applicable.

t. NOC from appropriate authority, if not available then to be submitted within 6 months from the date of issue of LOI.

u. Municipal documents and bills as applicable (water bills, property tax, electricity bills)

v. Please also note that:

i. The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
ii. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder Company.
iii. Qualified bidder will be required to submit Structural Design set and services design set in AutoCAD format& Hardcopies duly validated, along with Soil investigation report, and STRAAD or E-TAB Model as the case maybe before execution of agreement to sale.
iv. Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and the price bid of such bidder will not be opened.

2. Mandatory requirement and other information as specified in **Annexure 4** and **Annexure10**.

3. Successful Bidder shall be prepared to produce Income tax clearance and other statutory approvals/clearances, No dues from the Financial Institutions, etc. as and when required but before execution and registration of Agreement to Sale.

4. The bidders are advised to offer their quotes online in Price Bid Form on e-tender portal before the end date and time of submission of bid as mentioned in the RFP. The format of price bid is as per **Annexure – ‘11’**. In addition, following points should be considered before quoting the rates in the Price Bid:

a. The rate (**Price per Square Meter**) should be quoted in **Indian Currency (₹)** only. The Price per Square Meter shall be for Carpet area as per MahaRERA which will form the basis for deriving the overall value of the property.

b. Bidders shall quote rate and amount excluding GST, registration and stamp duty charges only. GST, Registration Charges & Stamp Duty cost as applicable will be paid separately by the Bank.

c. Any other charges/ cost like society formation charges, parking area, installation of various equipment, statutory charges, transfer charges, development of amenities including Civil, Electrical, Plumbing, exclusive area, boundary wall works to secure the compound, sufficient toilets, landscaping etc. required for smooth operation of the building, shall be part of the Price Bid and the same will be offered on per Sq. Ft. basis by the bidder.

d. The carpet area as per MahaRERA, would mean the carpet area as defined under Section 2(k) of the Real Estate (Regulation & Development) Act 2016. Carpet area of the apartment to be sold by the Promoter is defined as, “carpet area” means net usable floor area of an apartment excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition wall of the apartment (the definition to be referred with circular no.4/2017 dated 14.06.2017 by MahaRERA – refer **Annexure-16** of this RFP/ BID Document)

5. Bid is liable to be rejected in the following conditions:

- **If the Technical Bid contains any price information.**
- The Bid document is not complete in accordance with various clauses of the RFP/BID DOCUMENT or not duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder.
- Board resolution/Power of Attorney / due Authorisation (as applicable) authorizing representative to Bid and make commitments on behalf of the Bidder is not attached
- if only one part (i.e. Technical Bid or Price Bid) is received.
- Bid submitted with any condition in technical or price bid.
- If information/documents submitted are incomplete.
- If duly signed Integrity pact is not submitted with technical Bid.
- If the EMD in original is received after specified date and time of submission or Bid is uploaded after specified date and time.

The Bank reserves the right to reject bids not conforming to one or more of the requirements of RFP/BIDDOCUMENT.

7. BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including accompanying documents, will become property of STATE BANK OF INDIA and the documents/drawings/copies of approvals etc will not be returned to the Bidder under any circumstances.

Integrity Pact: Bidders shall note that the integrity pact as per **Annexure – 6** will have to be submitted by them along with the technical Bid and same will be valid for successful bidder for a period of 5 years after the last payment under the respective contract and for all other Bidders 12 months from the date of opening of the bids .

In accordance with the compliance of adoption of Integrity Pact (As per CVC order No.41/12/07) Bank has appointed undernoted Independent External Monitor (IEM) to monitor and review the entire tendering and procurement process.

The details of the IEMs are as under:

NAME	**Mr. Satyajit Mohanty**	**Mr. Otem Dai**
CADRE	IPS (Retd.)	IAS (Retd.)
E-mail ID	satyajitmohanty88@gmail.com	otemdai@hotmail.com

They will review independently and objectively whether and to what extent both parties have complied with their obligation under Integrity Pact.

8. BIDDING PROCESS & OPENING OF TECHNICAL BIDS

1. All the technical bids received on or before the specified time and date will be opened for initial evaluation on the time and date mentioned in the Schedule of Events. The technical bids will be opened online through e-tendering portal in the presence of representatives of the Bidders who choose to attend the same and who is authorised by the bidder along with his KYC document.

2. In the first stage, only technical bids will be opened and evaluated which includes minimum eligibility criteria. Proposals of such Bidders satisfying Minimum Eligibility Criteria and agree to comply with all the terms and conditions specified in the RFP/BID DOCUMENT, will be evaluated for further technical criteria/parameter. Only those bids complying with technical parameters and scoring minimum mark (**60 marks out of 100**) in technical evaluation shall become eligible for Price Bid opening and further RFP/BID DOCUMENT evaluation process.

3. The Bank will examine the Bids to determine whether they are complete in all respects, the required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are in order.

4. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive

Bid is one, which conforms to all the terms and conditions of the Bidding Document and further clarification issued through corrigendum in toto, without any deviation.

5. If a Bid is not responsive, it may be rejected by the Bank.

6. Other Terms and Conditions of the Bidding are as follows:

   a. All statutory clearances, as applicable, shall be obtained by the Bidders at their own cost before making the offer to the Bank and furnish a declaration stating that no Statutory dues/ Charges are pending over the property. Bank is not responsible for the statutory payments pending/ dues on the property before the execution of registered Agreement to Sale If any dues are found pending/ not-paid, by the successful bidder, after the execution of Agreement to Sale, the sum will be recovered from the Security Deposit as mentioned in Clause 5.8 of this RFP/BID DOCUMENT and the successful Bidder would have to replenish the amount paid by the Bank.

   b. All permissions required for peaceful occupancy and Commercial use of the offered property by the Bank should be obtained by the Bidder before making the offer to the Bank.

   c. The building should be designed for and/or provided with air-conditioning system.

   d. Offered Building/ Property should comply with firefighting equipment as advised by appropriate fire authority/Dept in their final NOC, to be provided and should have been maintained in good running condition complying with the Maharashtra Fire Prevention and Life Safety Measures Act, 2006.

   e.

   f. The main electrical panel in the power supply should have provision for connecting generator supply.

   g. The Bidder having building located within the existing Society should produce “No objection Certificate” from the society for the sharing of common amenities if any, along with the Technical Bid or during the Technical Visit.

   h. Any modification by the Bank should be permitted, including installation of any system/equipment/gadget that is required for the functioning or safety of the Bank.

   i. Common area, parking for vehicles of the Bank, to be specifically marked for exclusive use by SBI.

   j. Calculation of Space / Carpet area as per MahaRERA would be subject to physical joint measurement of Carpet area as per MahaRERA to be carried out by the Bank in the presence of the Bidders or its representative under their joint signature(s) **before opening of the price bid.**

 Signature & Seal of Bidder

Note: In case of any shortfall in required area of the property offered by the successful bidder after joint measurement, the Bank has the discretion to accept the property from the other qualified bidder(s) also in order of score(s).

k. The Bidder shall agree to the terms and conditions of Sale Deed and Agreement for Sale based on RFP/BID DOCUMENT terms which will be revised accordingly after pre-bidding meeting / finalization of contract as per then prevailing conditions.

l. **All Municipal / Govt. / other Statutory Agencies / society' taxes / Charges / Levies up to the date of registration of Agreement to Sale/ transfer of ownership in the name of Bank, except GST, charges for stamp duty & registration, shall be borne by the successful Bidder.**

m. Successful bidder has to co-operate with the Bank for mutation in the title of the property, transfer of ownership of Electricity connection, Water connection, Lift License etc. AMC if any executed & subsisting has to be assigned in favor of the Bank without any additional cost.

n. The bank would be entitled to take valuation reports for all the shortlisted properties from two approved valuers in sealed envelopes and the bidder has to provide necessary support in terms of site visit and providing required documentation for the same as & when sought by the valuers. The Bank would be comparing the rate quoted by successful bidder with the average valuation and carrying out the negotiation of rates with successful bidder by Bank's Building Committee or in presence of Bank's Building Committee.

o. Bank may issue public notice in leading newspapers inviting claims if any from the public before executing sale deed. The Bidder should not have any objection for issuance of the public notice by the Bank.

p. The successful bidder would have to provide all original title deeds in its favor along with original plans, sanctioned maps, original sanction order and approved electrical drawings issued by the Electrical Inspector/ competent authority structural drawings in AutoCAD format& Hardcopies duly validated and STRAAD/ E-TAB models and all services layout and other documents to bank before execution and registration of sale deed.

q. Please also note that:

- The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- The Bidder must provide specific and factual replies to the points raised in the RFP/BID DOCUMENT.

7. PERIOD OF VALIDITY OF BIDS

1. Bids shall remain valid for **180 days** from the last date of submission of the bids.

2. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

3. The Bid validity /may be extended at the discretion of the Bank and If any bidder does not convey his acceptance for such extension, his bid will not be processed further and will be liable for rejection.

8. EVALUATION PROCESS & CRITERIA

The selection process consists of the following considerations:

1. Minimum eligibility Criteria (Pre-Qualification)
2. Technical Bid Evaluation
3. Price Bid Evaluation (includes Techno-Price Ranking - **60:40**)

1. Minimum Eligibility criteria

Each Bidder must meet following Minimum Eligibility Criteria (inability to meet any one of these conditions will lead to rejection of Bid):

SN	Parameter	Bank's Requirement	Document/s to be submitted
1	Location	Offered Building/ Property having required 50 nos. 2BHK residential flats, should be located near to the Harbour Line Railway stations between "KHARGHAR TO PANVEL" in Mumbai.	Independent verification by the Bank.
2	Age of the Building	Offered Building/ Property must have overall age of less than 5 years.	To be calculated from the date of **Occupancy Certificate** of the building.
3	Necessary permissions for use of premises for **Residential** are in place.	All necessary statutory / municipal approvals should be submitted along with the conditions of approval.	All supporting documents should be submitted.
4	Four & Two-wheeler Parking	Minimum **50 preferably Covered Car** (for each location) Parking in addition to parking for **50 Two Wheelers**, in proportion to the offered carpet area, as per prevalent norms/ sanctioned building plan.	Sanctioned Building Plan showing Parkings.

SN	Parameter	Bank's Requirement	Document/s to be submitted
5	Offered Area as per Sanctioned Building Plan /Certified by an architect	**Minimum** **50 SqM (540 SqFt)** to **Maximum** **62 SqM (660 SqFt) *** **Carpet area as per MahaRERA**	• Site Plan, layout plans/floor plans with dimensions, drawings of the premises in AutoCAD format & approved scanned hardcopies. • Architect's Certificate of Carpet area as per MahaRERA alongwith the detailed floor wise area break-up. • Photographs and Sanctioned Building Plan.
6	Title to ownership	Title to ownership should be **clear, marketable and free from all encumbrances**. Offered Residential Flats/ Units should be **free from all encumbrances**. However, if already charged to any Financial Institution (FI) etc, the payment for such selected premises shall be made by Bank directly to the FIs concerned and NOC from FIs will be obtained after effecting the payment and Bank shall get possession of Title deeds from the FIs, if applicable.	• Copy of occupancy Certificate or any other document supporting occupancy Certificate and all relevant ownership documents with supporting documents. • Power of Attorney and/or consent form from the owner/ majority stake owner if the Bidder is not the owner. • Title and search report from an Advocate.
		Note: The bidder shall obtain such NOC/Release Deeds within 03 days of payment and further ensure execution of registered Agreement to Sale in favor of Bank immediately thereafter. Bidder has to extend full co-operation for obtaining the NOCs & Title Documents from FIs timely i.e. within 90 days from the date of issue of LOI. The Bidder shall execute Power of Attorney / authority letter authorizing the Bank in obtaining original title documents and No dues Certificate from the FIs.	• Copy of the lease deed. Undertaking for NOC from society. • Encumbrances Certificate. • NOC from statutory bodies as applicable.
7	Nature of ownership	Freehold / Leasehold	Relevant ownership documents with supporting documents.

Signature & Seal of Bidder

SN	Parameter	Bank's Requirement	Document/s to be submitted
8	Fire safety clearance	Offered Building/ Property should have valid/current fire safety clearance as on the last date of submission of Bid.	Latest fire safety clearance certificate issued by the Fire Deptt./ Appropriate authorities.
9	Structural stability certificate	Offered Building/ Property should have a valid structural stability certificate (Earthquake Resistant Building) not more than 6 months old as on the last date of submission of Bid. A detailed report on building structure stability to be provided by successful Bidder.	Relevant certificate from Government Municipal Authority approved Structural Consultant to be enclosed along with structural drawings in AutoCAD format and STRAAD/ E-TAB models
10	Availability of all functioning utilities such as water and electricity as per prevailing building norms.	The functioning utilities such as water and electricity should be available in proportionate to the useable Carpet Area of the offered building.	• Municipal document/bills as applicable. Original sanction order, approval, approved drawings issued by the concerned Govt. departments. • The bidder has to undertake/ indemnify that required capacity water / electricity alongwith fixtures shall be provided by the bidder before handing over the possession of the building at their cost.
11	Availability of two or more transformers of adequate capacity with Bus Coupler Arrangement.	Offered Building/ Property should have adequate capacity transformers (working plus standby) with Bus Coupler arrangements alongwith adequate electrical panels catering to the total demand load in proportionate to the useable Carpet Area of the offered building installed for various Building systems i.e. HVAC, Lighting, Firefighting, Lifts etc.	• As-fitted/ As-built approved drawings & other documents like invoices, operational manuals, license etc. available with the Bidder. Also, there will be independent verification by the Bank. • Warranty and performance certificates along with AMC documents. • The bidder has to undertake/ indemnify that required capacity Electrical transformers alongwith sufficient capacity panels shall be provided by the bidder before handing over the possession of the building at their cost.

 Signature & Seal of Bidder

SN	Parameter	Bank's Requirement	Document/s to be submitted
12	Availability of two or more Generator Back-up of adequate capacity with automatic ON/OFF arrangement.	Building should have adequate capacity Power Generators with automatic ON/ OFF arrangements catering to the total load requirement of the building in proportionate to the useable Carpet Area of the offered building	• As-fitted/ As-built approved drawings & other documents like invoices, operational manuals, license etc. available with the Bidder. Also, there will be independent verification by the Bank. • Warranty and performance certificates along with AMC documents. • The bidder has to undertake/ indemnify that required capacity power generators shall be provided by the bidder before handing over the possession of the building at their cost.
13	Lift / Provision for installation of Lift	**Sufficient number of lifts** of required load carrying capacity as per prevalent Building norms / sanctioned plan. Offered lifts/Premises should have appropriate licenses for installation of lifts/ for the actual lifts installed.	-do-
14	i) NOC from the statutory lessor Residual lease period	If Offered building/ property is on lease hold land, NOC for sale from the owner shall be obtained & any payment made in this regard to be made by the bidder. The NOC to be obtained within reasonable time (not later than 90 days from issue of LOI) and before the execution of the agreement to sale. ii. Residual lease period should be minimum 60 years	Lease deed, Undertaking from the Lessor / Owner as the case may be, for bearing the cost for transfer of share certificate.

Note: Bidder may kindly note that requirements, mentioned above i.e. Parking, Electrical Load, Transformers, Generators, Lifts etc, have been stipulated tentatively considering Carpet Area per SqM only. However, it should be available/ provided by the bidder in proportion to offered Carpet Area as actual, as per prevailing Building norms/ Bank's Requirement to ensure smooth operations of the building at their cost.

 Signature & Seal of Bidder

* The carpet area as per MahaRERA, would mean the carpet area as defined under Section 2(k) of the Real Estate (Regulation & Development) Act 2016. Carpet area of the apartment to be sold by the Promoter is defined as, “carpet area” means net usable floor area of an apartment excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition wall of the apartment (the definition to be referred with circular no.4/2017 dated 14.06.2017 by MahaRERA – Refer **Annexure-16** of this RFP/ BID document showing clarification on MahaRERA Carpet Area Calculation)

Following shall not be included in Carpet Area Calculation for payment as per MahaRERA stipulation such as:

a) External Walls
b) Area under Service shafts
c) Exclusive Balcony or Verandah Area
d) Exclusive Open Terrace
e) Ancillary Area i.e. Area of staircase, Lifts Shafts, Terrace area, Refuge Area, over head and underground storage tank, pump rooms, Architectural feature, canopies, compound pavement, Chajjas, Parking area etc.

The area offered by each Bidder for each Bid will be verified by the Bank independently. If area computed is less than the minimum area, the Bid shall be outrightly rejected. The area thus computed by the Bank will be considered for the purpose of this RFP/BID DOCUMENT and will be binding on the Bidder. If the Bidder does not accept the computation of area by the Bank, MahaRERA stipulations will prevail and an independent Architectural Firm agreed to both parties shall be appointed by the Bank. The bidder should provide MahaRERA certificate from a reputed Architect. However, the payment will be made on quoted per SqM rate based on actual joint measurement of the MahaRERA Carpet Area at site on the specified tender norms.

2. TECHNICAL EVALUATION

a. Technical evaluation will include technical information submitted as per technical Bid format, presentation of proposed premises, reference calls and site visits by an evaluation committee comprises with SBI officers& external members, wherever required.

b. The Bank reserves the right to evaluate the bids on technical parameters including premises visit also. Only those Bids which are found to satisfy all essential requirements as per terms and conditions of this RFP/ BID DOCUMENT, will be further evaluated based on an evaluation matrix and assigned technical scores. Such technical evaluation and awarding of technical scores will be carried out by a committee of the designated technical officers of the Bank using the following evaluation matrix:

i. SCORING MATRIX CRITERIA

(Please furnish supporting documents against each parameter)

Scoring of parameters on a scale of 0 (Lowest) to maximum marks (Highest)

SN	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
1	**LOCATION PROFILE**		**15**
a	Distance from the Harbour Line Railway stations between **KHARGHAR TO PANVEL**, in Mumbai.	Upto 1 km – 5 marks From 1 km to 3 km – 3 mark Above3 km-1 mark	5
b	Distance from the Major Highway / Expressway (e.g. Sion – Panvel Highway) between **KHARGHAR TO PANVEL**, in Mumbai.	Upto 1 km – 5 marks From 1 km to 3 km – 3 mark Above3 km-1 mark	5
c	Width of the access road (Main gate entry road to be considered as access road)	If width ≥ 15m – 5 marks If width ≥ 9 m &<15m – 3	5
2	**SOCIAL INFRASTRUCTURE**		**12**
a	Public Transport (Metro Rail Station/ Bus Stand)	Within 500m – 4 marks 500m to 1000m – 2 marks	4
b	Multispecialty Hospital	Within 2.5 km – 3 marks 2.5 km to 5 km – 1 mark	3
c	Police Station	Up to 5 km – 2 marks	2
d	Fire Station	Up to 2.5 km – 3 marks 2.5 Km to 5 Km – 1 marks	3
3	**BUILDING & BUSINESS PROFILE**		**73**
a	Stage of Construction	Ready for Occupancy & OC Received – 10 marks Ready for Occupancy & OC is awaited within 6 Months – 7 marks Ready for Occupancy & OC yet to apply– 5 marks	10
b	Age of the Building (Calculated from the date of Occupancy Certificate of the building)	Less than 3 Years – 5 marks Between 3-5 Years – 3 marks More than 5 Years – 0 marks	5
c	Whether Independent building is offered for sale.	Independent Building with Exclusive Facilities – 7 Marks With shared wing/ common facilities – 5 Marks	7

 Signature & Seal of Bidder

S N	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
d	Availability of all required residential flats in same building / complex	All required number of residential flats in one building – 3 marks All required number of residential flats in Two or more buildings in same complex – 1 Marks	3
e	Available Amenities (Viz. Community Hall, Club House, Gym, Jogging Track, Swimming Pool, Playground, Indoor sports like Squash / Tennis / Badminton Court etc)	Community Hall+ Club House + Swimming Pool + Gym + Indoor Sports (Badminton/ Tennis/ Squash court etc) + Jogging Track + Playground – 5 marks Community Hall+ Club House + Swimming Pool + Gym +(Badminton/ Tennis/ Squash court etc) + Jogging Track – 3 marks Club House/ Community Hall + Gym+ Jogging Track – 2 Marks	5
f	Provision of Lifts in the building	Provision of High efficiency lift as per BIS standard and local bye-laws of reputed brand like Mitsubishi, Kone, Schindler, Thyssen Krupp, OTIS, Johnson with availability of lift at a maximum interval of 50 to 70 sec – 4 marks Other Passenger Lifts– 2marks	4
g	Availability of dedicated 50 nos each two & four wheelers parking facility within the premises compound for parking of SBI vehicles and which will form part of the registry	Covered Parking as per requirement in this RFP – 4 Marks Partially Covered/ Open Parking as per requirement in this RFP – 2 Marks Open Parking – 1 mark	4

Signature & Seal of Bidder

S N	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
h	Central Air conditioning for common areas	Dedicated Central AC (Chilled Water System/ Variable Refrigerant Flow)/ Shared Central AC available – up to 2Marks Not Available / Only Provision available – 1 mark	2
i	Type of land on which the offered property i.e. flats are built	Freehold land – 3Marks Land on perpetual lease for more than 60 years– 1Mark	3
j	Suitability of premises for Residential needs (Assessment of suitability of premises shall be done by the Bank's Building Committee). Following factors may be considered:	(Max. Three Marks for each attribute)	30
	• Condition of the building / Look & feel/ Site development		
	• Type of construction (RCC Framed/Flat slab construction)		
	• Need for Repairs/renovations		
	• Suitability from security perspective		
	• Natural light and ventilation		
	• Type of Flooring		
	• Risk of water logging		
	• Amenities in the complex		
	• Proper/ Spacious Layout		
	• Floor height / Clear Headroom		

Note: Only those offers which score **at least 60%** overall in technical evaluation shall be considered for opening of price Bid. Scoring for all the parameters below reference range will be zero. The scores awarded by the Bank as per scoring matrix shall be final and binding on all Bidders.

Signature & Seal of Bidder

ii. PARTICULARS OF OWNERS

SN	PARAMETER	DESCRIPTION
1	Details of the owner(s)/ entity	Please indicate the full legal name(s) of the Owner with whom SBI will be signing the Purchase agreement.
2	Legal structure of the owner(s)	Please also provide full particulars about legal structure viz. sole proprietary, partnership, or limited company with details of names and addresses of proprietor, partners, directors, major shareholders with registration/incorporation particulars(as applicable) & their consent letter.
3	Financial Statements	Audited financial statements of last five years/Income Tax Returns of last 5 years i.e. for the FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.
4	PAN Card & GST	Kindly attach PAN Card copy of individual, firm and GST certificate

3. EVALUATION OF PRICE BIDS & FINALISATION

a. Only those offers which score **at least 60%** overall in technical evaluation shall be considered for opening of price Bid.

b. The date and time of opening of Price Bids will be communicated to technically qualified Bidders only. The price bids will be opened online through e-tendering portal in the presence of representatives of the qualified Bidders who choose to attend the same who is authorised by the bidder along with his KYC document.

c. The Bidder with the highest Bid score will be selected as per following methodology:

- Once the price Bid is opened, final evaluation will be carried out with 60% weightage for the technical evaluation and 40% weightage for the price Bid.
- Effective Cost as per price bid (as indicated in the Annexure 11) shall be considered for Final Evaluation along with technical criteria in the ratio of 40:60 (Price Bid 40% weightage and Technical Bid 60% weightage).
- Effective Cost shall be measured in INR per sq. ft. on Carpet area as per MahaRERA Basis
- The formula used for weightage will be as follows:

$$\text{Technical Score} = \frac{\text{Bidder Technical Score}}{\text{Max (Bidder Technical Score 1...n)}} \times 60$$

$$\text{Price Score} = \frac{\text{Min (Bidder Price 1...n)}}{\text{Bidder's Price}} \times 40$$

Bidder's Final score = Technical score + Price score

 Signature & Seal of Bidder

Example:

- Each of the above parameters given marks. Total marks 100.
  - Three premises short listed- A, B, & C.
  - They get following marks in technical evaluation.
  - A-78; B-70; C-54

- Convert them to percentiles
  - A : (78/78)*100= 100
  - B : (70/78)*100 =89.74
  - C : (54/78)*100=69.23

- Now that technical bids are evaluated, financial bids can be opened.
  - Financial quotes for three premises are as follows:
  - A :Rs 300 per sqm for carpet area
  - B :Rs 250 per sqm for carpet area
  - C: Rs 210 per sqm for carpet area

- As desired one is lowest, to work out percentile score, we will get
  - C : (210/210)*100 = 100
  - B:(210/250)*100 =84
  - A:(210/300)*100=70

- Technical score (percentile form)
  - A : (78/78)*100= 100
  - B : (70/78)*100 =89.74
  - C : (54/78)*100=69.23

- Financial score (percentile form)
  - A:(210/300)*100=70
  - B:(210/250)*100 =84
  - C : (210/210)*100 = 100

- If proportion of technical to financial score is specified to be 60:40, then final scores will work out as follows:
  - A:(100 x 0.60) + (70 x 0.40) = 88
  - B:(89.74 x 0.60) + (84 x 0.40) = 87.44
  - C:(69.23 x 0.60) + (100 x 0.40) = 81.54

- Desired premises would be one with highest percentile score viz. A with score of 88.00.
- Based on this criterion, Bank would shortlist the offers. Then open the financial tenders of all the qualified offers and select the highestscorer in terms of final techno-commercial score.
- Suppose in the above example, premises A, B and C are shortlisted, then the Highest score is that of A.

Bidder with the highest score using above methodology will be declared as successful.

Note:

1) In case of tie between for two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.

2) The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Price Bid. He is also required to provide all requisite documents as mentioned in Minimum eligibility criteria, technical Bid or price Bid within the 3 months of issue of LOI, failing which his Bid may be disqualified and his EMD will be forfeited.

d. Price Bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is discrepancy between unit price per SqM and total price, the unit price shall prevail as this will form the basis for arriving the total price.
- If there is a discrepancy in the total, the correct total shall be arrived at by the Bank and the same shall be binding on the Bidder.

11. AWARD CRITERIA

1. The Bank will notify acceptance of bid by issuance of a LOI to successful Bidder.

2. The Selected Bidder has to return the duplicate copy of the LOI to the Bank within **10 working days**, duly accepted, stamped and signed by authorized signatory in token of acceptance along with required Security Deposit, Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter/ LOI and contract should be submitted. The acceptance shall be unconditional and irrevocable.

3. The notification of award and acceptance thereof shall constitute the formation of the contract.

4. Until the execution of a formal Agreement, the Signed Bid document, together with the Bank's notification of award (LOI) would constitute a binding contract between the Bank and the successful Bidder.

5. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

12. EXECUTION OF AGREEMENT AND HANDING OVER OF PROPERTY

The successful Bidder shall be required to enter into Agreement for Sale as provided by the Bank tentatively <u>based on sample agreement as given in Annexure-14 on payment of the 10% agreed contract value by the Bank</u>.

1. Expense towards Stamp Duty and Registration Charges in connection with the execution of the Agreement to Sale as a result of this RFP/BID DOCUMENT process shall be borne by the Bank. Necessary co-ordination with the Sub Registrar's Office to be done by the Bidder. <u>All incidental expenses, transfer charges etc. if any, in this regard other than stamp duty Documentation charges and Registration Charges are to be borne by the Bidder</u>. The bidder would have

to submit necessary Income Tax clearance at the time of registration of sale deed.

2. Payment of contract value shall be made by way of e-payment/ RTGS mode:

a. On production of Bank Guarantee by a scheduled commercial Bank (except SBI), Bank may consider payment of contract value to the selected bidder, towards initial charges, statutory expenses after giving confirmation/ acceptance of LOI. On payment of **<u>10% of the agreed contract value</u>** the bidder shall execute the Agreement for Sale in favour of the Bank.

b. On completion of the various works as per Bank's requirement including internal finishing works like Tiles, Plumbing and Sanitary, Fixture, Internal painting, Doors, Windows along with compound development, clubhouse, internal road, pathways, play area, Garden, gymnasium and other allied works with all other external services including plumbing, water supply, rainwater, sewage, drainage, electrical installations, water tanks, lifts, etc. including obtention of all NOCs, Permissions from Civic authorities, water supply, drainage connections, electrical connection and meters, lifts operational with test certificates from Govt. lift inspectors and other authorities. At the time of handing over possession of offered building to the Bank complete in all respect, Bidder shall submit original title deeds, building completion and Occupation Certificate from Govt. Authorities & other permissions/ NOC from appropriate authorities, No dues certificate from Financial Institutions (if property is encumbered), release deed (if applicable) on payment of **<u>85% of the agreed contract value</u>**. The payment shall be made directly to the Financial Institution, if property is charged to a FI.

c. On successful completion of Defects Liability Period (DLP) of **<u>Five years from the date of occupation/ possession</u>** and after rectification of all defects pointed out & certified by the Bank's Engineer- Bank will refund Security Deposit mentioned in Clause 5 (8) of this RFP/ BID DOCUMENT.

3. The vacant and peaceful possession of the property shall be handed over with the execution and Registration of the Agreement to Sale after completion of works, within 180 days from the date of issue of LOI.

4. No dues (society or statutory taxes/ charges) shall be outstanding at the time of handover of the property by the successful Bidder. The supporting documentary evidence of all receipts shall be submitted in this regard by the successful Bidder (last paid receipts of property tax, water tax, various NOCs from appropriate authorities including NOC regarding society/ Statutory lessor/ Other authorities dues in case there is an existing society or society formed by developers, etc. if any).

The Bank shall hold 5% of the contract value as Security Deposit mentioned in Clause 5(8) of this RFP/BID Document for a Defect Liability Period (DLP) of Five Years (60 months) after handover of the property against any structural& constructional issues.

13. THE BANK'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

Submission / receipt of the Bid does not constitute acceptance of the said offer by the Bank. The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without assigning any reason and/or incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action/assign any reason whatsoever of the Bank's action and decision of SBI in this regard shall be final and binding.

14. LIMITATION OF LIABILITY

Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising due to rejection of Bid/s.

With regard to the liability of the Bidder, the limitation of liability shall not be confined only to loss suffered by the Bank arising out of fraud, misrepresentation or breach of confidentiality obligations perpetrated by the Bidder and, in such cases, the claim lodged (by the Bank) shall be equivalent to actual loss suffered by the Bank or as may be quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

15. INDEMNITY

The Successful Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of the Bank's authorized/bona fide use of the property purchased from the Bidder under this RFP/BID DOCUMENT.

16. CODE OF INTEGRITY AND DEBARMENT/BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding process.
ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

 Signature & Seal of Bidder

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**corrupt practice**" means making offers, solicitation or acceptance of bribe, rewards or giftsor any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attemptto mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) **"Coercive practice"** means harming or threatening to harm, persons or their property toinfluence their participation in the procurement process or affect the execution of a contract;

(d) **"Anti-competitive practice"** means any collusion, bid rigging or anti-competitive arrangement,or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **"Obstructive practice"** meansmaterially impede the Bank's or Government agencies investigation intoallegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

 Signature & Seal of Bidder

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empaneled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause *45"CODE OF INTEGRITY AND DEBARMENT/BANNING" sub-clause(i)* hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) **Banning from Ministry/Country-wide procurements**
For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

17. FORCE MAJEURE

Notwithstanding the provisions of terms and conditions contained this tender, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

For the purpose pf this clause "Force Majeure" means and included wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, vis Major, acts of Government in their sovereign capacity, impending reasonable performance of Service Provide and/ or Sub-contractor but does not include any foreseeable events, commercial consideration or those involving fault or negligence on the part of the party claiming Force Majeure.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank within 07 days in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event. If the Force Majeure situation continues beyond 60 (sixty) days, the Bank shall have the right to cancel the LOI by giving a notice to the successful bidder.

18. TERMINATION

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, if the property / flats being purchased are having defective title or that the required NOCs/ permissions from Statutory Authorities are not provided.

19. APPLICABLE LAWS AND DISPUTE RESOLUTION

The RFP, the Agreement for Sale and Sale Deed shall be governed by Indian laws and subject to the exclusive jurisdiction of courts at **Mumbai** City.

20. TAXES & DUTIES

1. The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

2. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax/GST that may be levied in India on income and profits made by the Bidder in respect of this contract.

21. COMPLIANCE WITH LAWS

1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP/BID DOCUMENT under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

22. NON-DISCLOSURE AGREEMENT

1. The selected/ successful Bidder shall submit a signed Non-Disclosure Agreement (NDA) duly stamped, as per **Annexure – 7** and be bound by it.

2. The Bidder shall treat all documents, information, data and communication received from the Bank as privileged and confidential and shall not disclose the details of Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, without prior written consent of the Bank.

23. SET-OFF

1. Without prejudice to other rights and remedies available to the Bank it shall be entitled to earmark, set-off or adjust any amounts due to the Bank, under any clause of the RFP/BID DOCUMENT, from the selected Bidder against payments due and payable by the Bank to the selected Bidder/Service Provider under any contractual arrangement.

2. If any dues are found pending/ not-paid by the successful bidder after the execution of sale deed, the said dues will be recovered from the Security Deposit under Clause 5 (8) of this RFP/ BID DOCUMENT and the successful bidder would have to replenish the amount appropriated by the bank.

3. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

24. OWNERSHIP OF DOCUMENTS & DATA

1. In the event of awarding the contract to the successful bidder, the chain of title of Ownership, patent rights, legal rights of the documents/drawings/blue-prints etc, prepared by or for the Bidder arising out of or in connection with this Contract shall vest with Bank and the successful bidder shall relinquish the rights associated with those documents/drawings/blue-prints etc.

2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Bank, the Bidder shall deliver all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost.
3. The Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such documents.

25. Liquidated Damages

In case of **default** in handing over premises to the Bank within the stipulated period / authorized extended period, if any, **liquidated damages @ 0.5% of the agreed contract value for delay of each week** or part thereof subject to a **maximum of**

5% of the **agreed contract value** will be charged to the successful bidder by the Bank. Once the maximum deduction is reached, the Bank may consider termination of the LOI.

26. Defect Liability Period

A sum equivalent to 5 % of the total contract value deposited as Security Deposit under Clause 5(8) of this RFP shall be retained as Retention Money and shall be paid **after the Defect's Liability Period of 60 months (5 years) from the effective date of occupation/ possession,** on **rectification** and making good all the defects noticed during the defects liability period, duly certified by the Bank's Engineer.

 Signature & Seal of Bidder

27. Schedule of Payments

The stages of payment will be as follows:

i) On production of Bank Guarantee by a scheduled commercial Bank (except SBI), Bank may consider payment of 10% of contract value to the selected bidder, towards initial charges, statutory expenses after giving confirmation/ acceptance of LOI. Bidder shall execute Agreement for Sale as per the terms specified by the Bank, on receipt of 10% of the agreed contract value.	10.00% of agreed cost
ii) On completion of the various works as per Bank's requirement including internal finishing works like Tiles, Plumbing and Sanitary, Fixture, Internal painting, Doors, Windows along with compound development, clubhouse, internal road, pathways, play area, Garden, gymnasium and other allied works with all other external services including plumbing, water supply, rainwater, sewage, drainage, electrical installations, water tanks, lifts, etc. including obtention of all NOCs, Permissions from Civic authorities, water supply, drainage connections, electrical connection and meters, lifts operational with test certificates from Govt. lift inspectors and other authorities.	85.00% of agreed cost
iii) After obtaining and submission of building completion and Occupation Certificate from Govt. Authorities & other permissions/ NOC from appropriate authorities.	
iv) At the time of handing over possession of all flats to the Bank complete in all respect as per the Executed Agreement to Sale with the Bank.	
v) On successful completion of Defects Liability Period (DLP) of **Five years** to be measured from the date of occupation/possession and after rectification of all defects pointed out and certified by the Bank's Engineer.	5.00% of agreed cost (Retention Money) Deposited as Security Deposit under Clause 5(8) of this RFP/ BID Document, will be refunded.
TOTAL	**100% of agreed cost**

Signature & Seal of Bidder

ANNEXURE 1 – PRE-BID QUERY FORMAT

(To be provided on agmpe.lhomum@sbi.co.in)

SN	Bidder Name	RFP/BID DOCUMENT Page No	RFP/BID DOCUMENT Clause No.	Existing Clause	Query/Suggestions

Signature & Seal of Bidder

ANNEXURE 2 – BIDDER CONTACT INFORMATION

Contact Number 1	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 2	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 3	
Name	
Designation	
Mobile Number	
Email Address	

Note: One alternate contact number is **MUST**

ANNEXURE 3 – Bid Covering Letter (TO BE SUBMITTED AS PART OF TECHNICAL BID)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

The Assistant General Manager (P&E),
LHO Mumbai Metro, State Bank of India,
1st floor, Synergy Building,
Bandra Kurla Complex,
Mumbai - 51.

Dear Sir,

TENDER FOR PURCHASE OF 2 BHK RESIDENTIAL FLATS LOCATED NEAR TO THE HARBOUR LINE RAILWAY STATIONS BETWEEN "KHARGHAR TO PANVEL" IN MUMBAI FOR STATE BANK OF INDIA

1. I / We have examined the above RFP/BID DOCUMENT, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank. I / We shall abide by the terms and conditions spelt out in the RFP/BID DOCUMENT. I / We shall participate and submit the price Bid on the date advised to us on M/s ANTARES SYSTEMS LIMITED Portal.

2. While submitting this Bid, I / We certify that:
    a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
    b. Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP/BID DOCUMENT for the purpose of restricting competition.
    c. The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP/BID DOCUMENT.
    d. I / We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
    e. The rate quoted in the price bids are as per the RFP/BID DOCUMENT and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, I / We undertake to hand over vacant and peaceful possession of premises to the Bank as specified in this RFP/BID DOCUMENT.
4. I / We agree to abide by all the terms and conditions of this RFP/BID DOCUMENT, and the rates quoted therein by us will be valid up to the period prescribed in the Bid, which shall remain binding upon us.
5. I / We certify that I / We have not made any changes from the contents of the RFP/BID DOCUMENT read with its amendments / clarifications provided by the Bank submitted by us in our Bid document.

6. It is further certified that the contents of our Bid are factually correct and that we have quoted for all the items/services mentioned in this RFP/BID DOCUMENT in our price Bid. I / We also accept that in the event of any information / data / proving to be incorrect, the Bank will have the right to disqualify us from the Bid & forfeit the EMD/ ISD deposited along with our bid.
7. We, including our employees, agents and Bidders undertake that we would not disclose SBI's identity or requirement brief and the terms offered in this document or discussion hereafter in the open market or media or any third party.
8. I / We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
9. If our Bid is accepted, I / We undertake to enter into and execute, when called upon by the Bank to do so, a contract as per the RFP/BID DOCUMENT and I / We shall be jointly and severally responsible for the due performance of the contract.
10. We understand that the name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and communicated to the successful Bidder(s).
11. We confirm that specific response with supporting documents in respect of all requirements of the Bank have been submitted as per RFP. The document which needs to be submitted in case we become successful bidder shall be submitted (as applicable) as per the terms of RFP.
12. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP/BID DOCUMENT.
13. Documentary evidence of payment of EMD vide DD no______________ date ____________ drawn from __________________ Branch of __________________ Bank payable at _____________ or BG issued by _________________ Bank bearing BG no______________ dated ____________) along with other documents required as per the RFP/BID DOCUMENT are attached.
14. Our Bid shall remain valid for 180 days from the last date of submission of the bids.

Dated this .... day of……….2025

____

(Signature) (Name)

(In the capacity of)

Duly authorized to sign and Bid for and on behalf of

____

Seal (in case of registered entity) with date below the signature

ANNEXURE 4 – GENERAL INSTRUCTIONS (TO BE SUBMITTED AS PART OF TECHNICAL BID)

1. Bidders shall submit their bids in two separate parts in the M/s ANTARES SYSTEMS LIMITED portal.
   a. Part 1 shall be the 'Technical Bid'.

   b. The Part 2 shall be the 'Financial / Price Bid'. The Price at which the property is offered is required to be entered in the portal in the format prescribed for the 'Financial Bid'

2. The EMD of the Bid is to be physically submitted within the stipulated date and time at the address mentioned in Schedule of events. Scanned copy of the same needs to be uploaded along with Online Technical Bid.

3. The requirements of the Bank for the proposed facility are outlined herein below:

   a. The Bidder is requested to fill in the template outlined below in this document. If the responses are conditional in nature or any portion is left unanswered, SBI is entitled to consider a Bidder's unwillingness to participate as explained in the RFP/BID DOCUMENT and to disqualify the Bidder's from further participating in the RFP/BID DOCUMENT.
   b. The Bank is currently in the selection stage of the evaluation process and would like to evaluate the project against alternatives. It shall review the submitted Bid offers and reserves the right to not accept any late responses and is under no obligation to accept the lowest offer or indeed any offer: Further, the Bank is free to conduct the process for a transaction as it determines fit in its sole discretion (including, without limitation, terminating further participation in the process by any party, negotiating with any party and entering into an agreement with respect to a transaction without prior notice to you or any other person) and any procedures relating to the process or a possible transaction may be changed at any time without prior notice to you or any other person.
   c. The information contained in this RFP is purely intended as a guide and the Bank does not make any representation or warranty of any kind, expressed or implied, as to the accuracy, completeness or reasonableness of the information contained herein or any other written or oral communication transmitted or made available to Bidder.
   d. All offers that are made in answer to this RFP/BID DOCUMENT must follow the Template that is detailed in this RFP. It is intended as a guide to all intending bidders to ensure that all offers cover the relevant points to a Purchase transaction.
   e. If the Bidder has any marketing material that has not already been provided and wishes to submit it now the same should be submitted with this offer.

 Signature & Seal of Bidder

ANNEXURE 4.1 – BIDDING FORMS TO BE FILLED BY BIDDER

Minimum Eligibility criteria Each Bidder must meet following Minimum Eligibility Criteria (inability to meet any one of these conditions will lead to rejection of Bid):

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/No)
1	Location	Offered Building/ Property having required 2BHK residential flats, should be located located near to the Harbour Line Railway stations between "KHARGHAR TO PANVEL" in Mumbai	Independent verification by the Bank.		
2	Age of the Building	Offered Building/ Property must have overall age of less than 5 years.	Occupancy Certificate.		
3	Necessary permissions for use of Offered Property for **Residential** are in place.	All necessary statutory / municipal approvals should be submitted along with the conditions of approval.	All supporting documents should be submitted.		
4	Four & Two-wheeler Parking	Minimum **50 preferably Covered Car** (for each location) Parking in addition to parking for **50 Two Wheelers**, in proportion to the offered carpet area, as per prevalent norms/ sanctioned building plan.	Sanctioned Building Plan showing Parking		
5	Offered Flat Carpet Area as per Sanctioned Building Plan /Certified by an architect	**Minimum** **50 SqM (540 SqFt)** to **Maximum** **62 SqM (660 SqFt) *** **Carpet area as per MahaRERA**	• Site Plan, layout plans/floor plans with dimensions, drawings of the premises in AutoCAD format & approved scanned hardcopies. • Architect's Certificate of Carpet area as per MahaRERA alongwith the detailed floor wise area break-up. • Photographs and Sanctioned Building Plan.		

Signature & Seal of Bidder

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/No)
6	Title to ownership	Title to ownership should be **clear, marketable and free from all encumbrances**. Offered Building/ Property should be **free from all encumbrances**.	• Copy of occupancy Certificate or any other document supporting occupancy Certificate and all relevant ownership documents with supporting documents. .		
		However, if already charged to any Financial Institution (FI) etc, the payment for such selected premises shall be made by Bank directly to the FIs concerned and NOC from FIs will be obtained after effecting the payment and Bank shall get possession of Title deeds from the FIs, if applicable. Note: The bidder shall obtain such NOC/Release Deeds within 03 days of payment and further ensure execution of registered Agreement to Sale in favor of Bank immediately thereafter. Bidder has to extend full co-operation for obtaining the NOCs & Title Documents from FIs timely i.e. within 90 days from the date of issue of LOI. The Bidder shall execute Power of Attorney / authority letter authorizing the Bank in obtaining original title documents and No dues Certificate from the FIs.	• Power of Attorney and/or consent form from the owner/ majority stake owner if the Bidder is not the owner • Title and search report from an Advocate. • Copy of the lease deed. Undertaking for NOC from society. • Encumbrances Certificate. • NOC from statutory bodies as applicable.		
7	Nature of ownership	Freehold / Leasehold	Relevant ownership documents with supporting documents.		

Signature & Seal of Bidder

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/No)
8	Fire safety clearance	Building should have valid/ current fire safety clearance as on the last date of submission of Bid.	Latest fire safety clearance certificate issued by the Fire Deptt./ Appropriate authorities.		
9	Structural stability certificate	Building should have a valid structural stability certificate (Earthquake Resistant Building) not more than 6 months old as on the last date of submission of Bid. A detailed report on building structure stability to be provided by successful Bidder.	Relevant certificate from Government Municipal Authority approved Structural Consultant to be enclosed along with structural drawings in AutoCAD format and STRAAD/ E-TAB models		
10	Availability of all functioning utilities such as water and electricity as per prevailing building norms.	The functioning utilities such as water and electricity should be available in proportionate to the useable Carpet Area of the offered building.	• Municipal document/bills as applicable. Original sanction order, approval, approved drawings issued by the concerned Govt. departments. • The bidder has to undertake/ indemnify that required capacity water / electricity along with fixtures shall be provided by the bidder before handing over the possession of the building at their cost.		
11	Availability of two or more transformers of adequate capacity with Bus Coupler Arrangement.	Building should have adequate capacity transformers (working plus standby) with Bus Coupler arrangements along with adequate electrical panels catering to the total demand load in proportionate to the useable Carpet Area of the offered building installed for various Building systems i.e. HVAC, Lighting, Firefighting, Lifts etc.	• As-fitted/ As-built approved drawings & other documents like invoices, operational manuals, license etc. available with the Bidder. Also, there will be independent verification by the Bank. • Warranty and performance certificates along with AMC documents.		

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/No)
			• The bidder has to undertake/ indemnify that required capacity Electrical transformers along with sufficient capacity panels shall be provided by the bidder before handing over the possession of the building at their cost.		
12	Availability of two or more Generator Back-up of adequate capacity with automatic ON/OFF arrangement.	Building should have adequate capacity Power Generators with automatic ON/ OFF arrangements catering to the total load requirement of the building in proportionate to the useable Carpet Area of the offered building.	• As-fitted/ As-built approved drawings & other documents like invoices, operational manuals, license etc. available with the Bidder. Also, there will be independent verification by the Bank. • Warranty and performance certificates along with AMC documents. • The bidder has to undertake/ indemnify that required capacity power generators shall be provided by the bidder before handing over the possession of the building at their cost.		
13	Lift / Provision for installation of Lift	**Sufficient number of lifts** of required load carrying capacity as per prevalent Building norms / sanctioned plan. Offered lifts/Premises should have appropriate licenses for installation of lifts/ for the actual lifts installed.	-do-		

 Signature & Seal of Bidder

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/No)
14	NOC from the lessor Residual lease period	If building is on lease hold land, NOC for sale from the owner shall be obtained & any payment made in this regard to be made by the bidder. The, NOC is to be obtained within a reasonable time (Not later than 90 days from issue of LOI) and before the execution of the Agreement to Sale. ii. Residual lease period should be minimum 60 years	Lease deed, Undertaking from the Lessor / Owner as the case may be, for bearing the cost for transfer of share certificate.		

Signature & Seal of Bidder

II. Technical Bid form to be filled by the bidder

SN	PARAMETER	Bidder's Response
1	**LOCATION PROFILE**	
a	Distance from the Harbour Line Railway Station	
b	Distance from the Major Highway/ Expressway	
c	Width of the access road (Main gate entry road to be considered as access road)	
2	**SOCIAL INFRASTRUCTURE**	
a	Public Transport (Metro Rail Station/ Bus Stand)	
b	Multispecialty Hospital	
c	Police Station	
d	Fire Station	
3	**BUILDING & BUSINESS PROFILE**	
a	Stage of Construction (Ready for Occupancy & OC Received/ Ready for Occupancy & OC awaited within 6Months/ Ready for Occupancy & OC yet to apply)	
b	Age of the Building	
c	Whether Independent building is offered for sale.	
d	Availability of all required residential flats in same building/ complex	
e	Available Amenities (Viz. Community Hall, Club House, Gym, Jogging Track, Swimming Pool, Playground, Indoor sports like Squash / Tennis / Badminton Court etc)	
f	Provision of Lifts in the building	
g	Availability of dedicated two & four wheeler parking facility within the premises compound for parking of SBI vehicles and which will form part of the registry	
h	Central Air conditioning for common areas	
i	Type of land on which the offered property i.e. flats are built (Freehold/ Leasehold)	
j	Suitability of premises for Residential needs (Assessment of suitability of premises shall be done by the Bank's Building Committee). Following factors may be considered:	
	• Condition of the building / Look & feel/ Site development	
	• Type of construction (RCC Framed/Flat slab construction)	
	• Need for Repairs/renovations	
	• Suitability from security perspective	
	• Natural light and ventilation	
	• Type of Flooring	
	• Risk of water logging	
	• Amenities in the complex	
	• Proper/ Spacious Layout	
	• Floor height / Clear Headroom	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder and date of signature must be put below the signature. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

No liability, in whatsoever form, exists on the asset.

I/We hereby state that the above information is true, and we have gone through the Bid Document and we undertake that we have understood all the terms and conditions.

I/We offer our own premises, as mentioned above.

……………………
(Signature of Bidder)
Place:
Date

ANNEXURE 5 – UNDERTAKING (TO BE SUBMITTED AS PART OF TECHNICAL BID)

UNDERTAKING FROM THE BIDDER

I/We _____________________(Name) or M/s. _________________________ (Name of the Company/Body/Firm etc.) hereby confirm that I/we are the owner(s) of the Offered Building / Property as described at ____(Address) and are legally entitled to contract for the sale/ lease of subject premises.

Signature of the Bidder

I/We declare that the information furnished above is true and correct and conforms to the specifications.

Signature of Bidder (with seal if applicable)

I/We further declare, confirm and undertake:

1. That the property has clear and marketable title and free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature. There is no lis-pendens notice registered with the sub registrar office for the property. In the event of accepting the bid, vacant and peaceful possession of the property, to the satisfaction of the Bank, shall be handed over the Bank within **180 days from the date of issuing Letter of Intent** to the successful Bidder …………….
2. That the drafts of all documentation which may be finalized by the Bank and its solicitors/lawyers shall be final and binding on me/us.
3. That no statutory dues are pending over the property.
4. I/We am/are aware that the Bank is not bound to accept the lowest or any or all the RFPs and will not be required to give any reason for rejecting any RFP.
5. That the four & two-wheeler parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said exclusive use will be provided to us.
6. The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
7. That all the terms and conditions specified in this RFP Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
8. That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.

9. That the following documents as per the requirement of the Bank or its legal team will be provided:
    a. Agreement for Sale.
    b. Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
    c. All original chain of documents pertaining to the premises.
    d. RERA registration details with supporting documents.
    e. Latest Receipt of payment of Electricity Bill and any other charges
    f. Non-encumbrance Certificate and any other document required.
10. My/our offer is open for acceptance for a period of 180 days from the date of submission of the bids. If required, the validity period may be extended on mutual agreement with the Bank, in case my/our offer being considered for final shortlisting.
11. I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/RFP document and I/we understood the instructions fully.

Name of the signatory: ____________________________

Place: Signature of Bidder (with seal if applicable)

Date:

ANNEXURE 6 – INTEGRITY PACT (TO BE SUBMITTED AS PART OF TECHNICAL BID)

General
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ______ day of the month of _____ 20__, between, on one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its ____________________________through its ----------------------Department / Office at ----------------,------- ---------,(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s……………………………………………………..represented by Shri………………………………………. (Hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to buy on **purchase of 200 Nos. 2 BHK Residential Flats for Bank's Staff in Mumbai** and the BIDDER/Seller is willing to offer/has offered the premises and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership, constituted in accordance with the relevant law in the matter and the BUYER is an Office of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

i. Enabling the BUYER to obtain the desired premises at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public purchase of premises and

ii. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2 Commitments of BIDDERs

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with State Bank of India.

2.3 * Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERs shall disclose their foreign principals or associates, if any.

2.4 * The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 * The BIDDER further confirms and declares to the BUYER that the BIDDER is the original owner/developer in respect of premises covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the price bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on to others, any - information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

2.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a Scheduled Commercial Bank including SBI. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within **30 working days** without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

A. To immediately call off the pre-contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

B. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

C. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

D. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR/ Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the SOFR (Secured Overnight Financing Rate).

E. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

F. To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

G. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

 Signature & Seal of Bidder

H. Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

6.1 The BIDDER undertakes that it has not sold similar premises at a price lower than that offered in the present bid to any other BUYER and if it is found at any stage that similar premises was sold by the BIDDER to any other BUYER at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent External Monitors (IEM)

7.1 The BUYER has appointed IEM for this Pact as per Central Vigilance Commission order no 41/12/07 (Names and Addresses of the IEM to be given below).

NAME	**Mr. Satyajit Mohanty**	**Mr. Otem Dai**
CADRE	IPS (Retd.)	IAS (Retd.)
E-mail ID	**satyajitmohanty88@gmail.com**	**otemdai@hotmail.com**

7.2 The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

 Signature & Seal of Bidder

7.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

7.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction of court at Mumbai City.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the BUYER.

 Signature & Seal of Bidder

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 The parties hereby sign this Integrity Pact at ____ on __________

For BUYER | **For BIDDER**

Name of the Officer. | CHIEF EXECUTIVE OFFICER

Designation
Office / Department / Branch
State Bank of India ....

Witness
1.
2.

Witness
1
2

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of foreign principals or associates, if any.

<u>Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.</u>

ANNEXURE 7 – NON-DISCLOSURE AGREEMENT (APPLICABLE TO SUCCESSFUL BIDDER ONLY) – To be stamped accordingly

Subject to applicable laws, rules, regulations and regulatory mandates, I, ____________________ (Name of the successful Bidder), hereby agree to abide by the following conditions -

a. I shall treat all documents, information, data and communication of and with the Bank as confidential.

b. I shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished to the Bank to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this RFP/BID DOCUMENT.

c. Further, any such disclosure to any such person employed by me shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of this Agreement.

d. I shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the RFP/BID DOCUMENT except for the sole purpose of performing this RFP/BID DOCUMENT.

…………………………………..

(Signature, name and address of the successful Bidder or Bidder's executive/representative duly authorized to sign on behalf of the Bidder)

For and on behalf of ………………………

(Name and address of the successful Bidder)

(Seal of the successful Bidder)

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

ANNEXURE 8 – SELF-DECLARATION - NO BLACKLISTING

(TO BE SUBMITTED AS PART OF TECHNICAL BID)

In response to the RFP/BID DOCUMENT of SBI dated ---------- for purchase of 2-BHK Residential Flats, as an Owner/ Partner/ Director/ Authorized Signatory of__________________, I/We hereby declare that presently I/our company/firm____________________ , at the time of bidding: -

a. I/we are not under debarment/ blacklisted period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies / departments on the date of submission of bid for this RFP and I/we also certify that I/we have not been disqualified / debarred/ terminated on account of poor or unsatisfactory performance and/ or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State pr Central Government or their Agencies/ Departments at any time, during the last 3 years.
b. Possess(es) the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document;
c. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
d. Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
e. Does not have any previous transgressions with any entity in India or any other country during the last five years.
f. Does not have any debarment by any other procuring entity
g. Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
h. Does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
i. Will comply with the code of integrity as specified in the bidding document.
j. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Signature:

Seal of Company (if applicable)

ANNEXURE 9 – (TO BE SUBMITTED AS PART OF TECHNICAL BID)

LIST OF EQUIPMENTS

With reference to your RFP No …….. I/We offer following equipment along with the premises for sale to the Bank on the terms and conditions mentioned in our offer in response to the Bank's RFP/TENDER DOCUMENT:

List of Equipment's:

S.No.	List of Equipment	Brief Description of Equipment
1		
2		
3		
4		
5		

(Add rows as required)
The cost of all the equipment mentioned above is to be included in base sale price.

Place: Signature of the Owner/s
Date: or
Authorized Signatory with Name & Seal

ANNEXURE 10 – LIST OF DOCUMENTS

SN	Document Name/Type	Attached(Yes/No)	PageNo.*
A	**Mandatory Documents**		
1	Bid letter		
2	Proof of Earnest Money Deposit		
3	Copy of Board resolution/ Registered POA for Signing authority		
4	Integrity Pact (Annexure 6)		
5	Copy of Agreement/ Letter of allotment incase land belongs to Quasi Govt/ Govt.		
6	Ownership/Title documents		
7	RERA documents, Site plans and approved layout, working drawings in hard copies and AUTOCAD format		
8	OC copy		
9	Structural Stability Certificate		
10	Evidence of electrical load		
11	Evidence of power generator for Backup		
12	Undertaking on Rs.1000 non-judicial stamp papers to complete the various works as per Bank's requirement within 180 days from the date of issue of LOI		
13	Title & Search Report not older than 6 months		
14	Valuation Report not older than 6 months		
15	Valid Lift Licenses		
16	All relevant NOCs (Fire, Height etc)		
17	Lease deed in case of leasehold land or building		
18	Sanction order for the electrical installations issued by the Electrical Inspector / Competent Authority		
19	Disclosure of encumbrances if any		
20	All Annexures (1 to15)		
B	**Supporting Documents**		
1	Statutory Lessor NOC		
2	Municipal /MCGM/ BMC/ NMMC bills (electricity, water, property taxes)		
3	Building photos		
4	List of amenities		
5	Building certifications, RERA, IGBC etc		
6	List of equipment offered		
7	NOC from Statutory bodies as applicable		
8	Others		

* Mark page numbers to all the documents submitted.

Signature & Seal of Bidder

ANNEXURE 11 – PRICE BID

PRICE BID FOR PURCHASE OF 2 BHK RESIDENTIAL FLATS LOCATED NEAR TO THE HARBOUR LINE RAILWAY STATIONS BETWEEN "KHARGHAR TO PANVEL" IN MUMBAI FOR STATE BANK OF INDIA

Sl. No.	Details of the offered Flat Nos. and Parking Nos. with Building Name, Address, RERA Registration Details etc	Total No. of Flats Offered	Total Carpet Area of 2-BHK Flats Offered (as per Maha RERA) (Square Meter)	Rate in ₹ per Sq.M.*	Amount in ₹
1	2	3	4	5	6 = 4 X 5
Amount in Words					

(*) For deriving the Financial Score for evaluation of bids, Rate per Sq.M. (unit cost) will be considered by the Bank. However, the final contract value shall be derived on The Carpet area that would be finalized after joint measurement taken for arriving at total cost.

Note:

a) Bidder shall quote rate and amount inclusive of all the charges/ cost of the offered Building with Parking, Annual Maintenance, Amenities, equipment/ services required for smooth operation of the building and the mandatory requirement mentioned in the tender, excluding registration and stamp duty charges. GST will be extra if applicable.

b) Bidder shall be liable to clear all the pending dues / charges till the date of handing over the premises.

c) The Carpet area that would be finalized after joint measurement would be taken for arriving at effective unit cost. Carpet area will be measured based on the definition of MahaRERA Carpet area only as specified in the tender document.

d) Electricity / Water Meter Deposit, Society Formation Charges, Share Money Charges, Amenities Charges, Property Transfer Charges, Other Incidental Chagres& legal charges for formation of apex body etc, if any except Stamp Duty and Registration charges, will be borne by the Bidder.

e) Bank shall not be liable to pay any-other charges not covered above.

The PRICE BID should not have any reference to any other information other than price. The price bid should not be conditional bid. Any violation of this condition will result in summary rejection of the offer. Hence, Bidders are requested to exercise caution.

The Price Bid should not contain any blanks, if any blank space has been left in the Price Bid, it will be considered as Zero.

Not to be filled as annexure to technical bid while uploading.

Bidder has to submit the online Price Bid as part 2 in the format available in the online portal only.

ANNEXURE 12 – PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,
Antares Systems Limited
'Honganasu', #137/3, Bangalore Mysore Road,
Opp. to Metro Pillar #P-696, Kengeri,
Bengaluru – 560 060, India

Sub: TENDER FOR PURCHASE OF 2 BHK RESIDENTIAL FLATS LOCATED NEAR TO THE HARBOUR LINE RAILWAY STATIONS BETWEEN "KHARGHAR TO PANVEL" IN MUMBAI FOR STATE BANK OF INDIA

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

1) The undersigned is authorized representative of the company.
2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
6) We also confirm that we will mail the price confirmation & break up of our quoted price within 24 hours of the completion of the e-tendering in the format as requested by SBI/ANTARES SYSTEMS LIMITED.
7) We, hereby confirm that we will honor the Bids placed by us during the e-tendering process.

With regards,
Date:
Signature with company seal
Name:
Company / Organization:
Designation within Company / Organization:
Address of Company / Organization:
Scan it and send to this Document on kushal.b@antaressystems.com

ANNEXURE 13 – FORMAT OF BANK GUARANTEE IN LIEU OF EMD

(Issued by Indian Nationalized Bank other than SBI)

Dated :- ___________

To,
The Assistant General Manager (P&E),
LHO Mumbai Metro, State Bank of India,
1st floor, Synergy Building,
Bandra Kurla Complex, Mumbai - 51.

EMD BANK GUARANTEE FOR
PURCHASE OF 2 BHK RESIDENTIAL FLATS LOCATED NEAR TO THE HARBOUR LINE RAILWAY STATIONS BETWEEN "KHARGHAR TO PANVEL" IN MUMBAI FOR STATE BANK OF INDIA

B.G.No.____________________ Value Rs._________

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Purchase of 2 BHK Residential Flats in Mumbai for State Bank of India, as are set out in the Request for Proposal **MUM202509005** dated dd/mm/2025.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs._________/-(Rupees ______________________ only) as Earnest Money Deposit.

3. M/s. ________________________, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.__________/-(Rupees ______________________ only)

4. NOW THIS GUARANTEE WITNESSETH THAT
We ______________________________ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs.__________/- (Rupees ______________________ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.__________/- (Rupees ______________________ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs.__________/- (Rupees ______________________ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask

for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and not-withstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.__________/- (Rupees _____________________ Only)

b) Our liability under these presents shall not exceed the sum of Rs.__________/- (Rupees _____________________ Only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.

f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

 Signature & Seal of Bidder

(a) Our liability under this Bank Guarantee shall not exceed Rs………….……./- (Rupees …………………….only)

(b) This Bank Guarantee shall be valid upto ……………………….

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……………………

Yours faithfully,

For and on behalf of

____

Authorized official of the bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

Annexure 14: DRAFT OF AGREEMENT FOR SALE

(Disclaimer: the draft Agreement for Sale will be modified according to actual factual position, the terms of LOI issued to successful bidder & all the terms & conditions of RFP or other then prevailing conditions to ensure smooth operation / handover/ possession of the Residential Flats.)

AGREEMENT FOR SALE

Model Form of Agreement to be entered into between Promoter and Allottee(s)
(See rule10 (1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

This Agreement made at...........this........day of..........in the year Two Thousand and ....between.................having address at............herein after referred to as "the Promoter of the One Part and (.........................) having address at hereinafter referred to as "the Allottee"( ) of the Other Part.

WHEREAS by an Agreement/ Conveyance dated..........................day of ....20.......and executed between of the One Part (herein after referred to as "the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No.…………………….lying and being survey no. at ....in the Registration sub-District of...........................admeasuring sq.mts. or thereabouts more particularly described in the First Schedule hereunder written (herein after referred to as “the project land”).

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of ....20....... made between .... of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/ for a term of.......years in respect of a piece or parcel of leasehold land bearing situate at ....,admeasuring .sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land") at a rent of Rs. Per annum/ month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/ Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

 Signature & Seal of Bidder

OR

WHEREAS by an Agreement dated...............day of 20./ Power of Attorney dated.............executed between Shri (hereinafter referred to as "the Original Owner”) of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"),the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at................in the Registration Sub-District of .... admeasuring .... sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land') and to construct there on building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR
(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify
(i) Any covenants affecting the said property.
(ii) Any impediments attached to the said property.
(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.
(iv) Details of illegal encroachment on the said property.
(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.
(vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

ANDWHEREAS the Vendor/ Lessor/ Original Owner/ Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof).......having _ (here specify number of Basements,/ podiums/ stilt and upper floors)

ANDWHEREAS the Allottee is offered an Apartment bearing number on the floor, (herein after referred to as the said “Apartment”) in the wing of the Building called (hereinafter referred to as the said “Building”) being constructed in the phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

ANDWHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no ; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs.................................. and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open space are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No..........on........floor in wing situated in the building No. being constructed in the phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, are as under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace are a appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.................... (Rupees) only, being part payment of the sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act,2016 with the Real Estate Regulatory Authority at no. ;

ANDWHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoter shall construct the said building/s consisting of basement and

ground/ stilt,/................. podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No...............of the type of Carpet area admeasuring....................sq. meters on............floor in the building /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan there of hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ....including Rs being the proportionate price of the common areas facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing No admeasuring sq. ft. having ft. length x ft. breath x ft. vertical clearance and situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring sq. ft. having ft. length x ft. Breath x ft. vertical clearance and situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. /-.

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs /-

1(c) **The stages of payment will be as follows:**

i) On production of Bank Guarantee by a scheduled commercial Bank (except SBI), Bank may consider payment of 10% of contract value to the selected bidder, towards initial charges, statutory expenses after giving confirmation/ acceptance of LOI. Bidder shall execute Agreement for Sale as per the terms specified by the Bank, on receipt of 10% of the agreed contract value.	10.00% of agreed cost
ii) On completion of the various works as per Bank's requirement including internal finishing works like Tiles, Plumbing and Sanitary, Fixture, Internal painting, Doors, Windows	

along with compound development, clubhouse, internal road, pathways, play area, Garden, gymnasium and other allied works with all other external services including plumbing, water supply, rainwater, sewage, drainage, electrical installations, water tanks, lifts, etc. including obtention of all NOCs, Permissions from Civic authorities, water supply, drainage connections, electrical connection and meters, lifts operational with test certificates from Govt. lift inspectors and other authorities.	85.00% of agreed cost
iiI) After obtaining and submission of building completion and Occupation Certificate from Govt. Authorities & other permissions/ NOC from appropriate authorities.	
iii) At the time of handing over possession of all flats to the Bank complete in all respect.	
iv) On successful completion of Defects Liability Period (DLP) of **Five years** to be measured from the date of occupation/possession and after rectification of all defects pointed out and certified by the Bank's Engineer.	5.00% of agreed cost (Retention Money) Deposited as Security Deposit under Clause 5(8) of this RFP/ BID Document, will be refunded.

1(d) The Total Price above excludes Taxes (consisting of taxpaid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s)of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the subclause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c)hereinabove. (“Payment Plan”).

3.The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is .... square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of subclause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
Provided that, Promoter shall give notice of fifteen days in writing the Allottee, by Registered Post ADat the address provided by the allottee and mail at thee-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before................. day of 20.If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall been titled to reason able extension of time forgiving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot],to the Allottee in terms of this Agreement to be taken within3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee inwriting within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship , quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/showroom/shop/go down for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill-in, sign and return to

the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

9.1 The Promoter shall, with in three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessaryandincidentaltothemanagementandmaintenanceoftheprojectlandandbuilding/s. Until the Society or Limited Company is formed, and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.
.... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
(i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
(ii) Rs for formation and registration of the Society or Limited Company/Federation/Apex body.
(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
(iv) Rs.……………….for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs……………….For Deposit towards Water, Electric, and other utility and services connection charges &
(vi) Rs for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs for meeting all legal costs, charges, and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye- laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/ wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and market able title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not door suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances there to in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall notch isel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to door permit to be done any actor thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter / allottee/ both, as the case may be, in accordance with the agreed terms of payment.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Promoter executes this Agreement, he shall not mortgage or create a charge on the
*[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the

Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if notrectifiedwithin15 (fifteen)days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes.

any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee
(Allottee's Address) Notified Email ID:

M/s Promoter name
(Promoter Address) Notified Email ID: _

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case maybe.

28. JOINT ALLOTTEES
That in case there are Joint Allottees all communications shall be sent by the

Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration: -The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to Description of the freehold/leasehold land and all other details
Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.
A.) Description of the common areas provided:

Type of common areas provided Proposed Date of Occupancy Certificate Proposed Date of hand over for use Size/area of the common areas provided
i.
ii.
iii.
B.) Facilities/amenities provided/ to be provided within the building including in the common area of the building:

Type of facilities/ amenities provided Phase name/ number Proposed Date of Occupancy Certificate Proposed Date of handing over to the Society/common organization Size/area of the facilities/ amenities FSI Utilized or free of FSI
i.
ii.
iii.

C.) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:

Type of facilities/ amenities provided Phase name/ number Proposed Date of Occupancy Certificate Proposed Date of handing over to the Society/common organization Size/area of the facilities/ amenities FSI Utilized or free of FSI
i.
ii.

iii.
D.) The size and the location of the facilities/ amenities in form of open spaces (RG/ PG etc.) provided / to be provided within the plot and / or within the layout.

Type of open spaces (RG/PG) to be provided Phase name/ number Size open spaces to be provided Proposed Date of availability for use Proposed Date of handing over to the common
organization
i.
ii.
iii.
E.) Details and specifications of the lifts:
Type Lift (passenger/service/str etcher/goods/fire
evacuation/any other
Total no. of Lifts provided Number of passenger or carrying capacity in weight (kg)

Speed (mtr/sec)
i.
ii.
iii.

Note:
At 'A': to provide the details of the common areas provided for the project.
At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.
At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.
At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.
At 'E': to provide the details and specifications of the lifts.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:(including joint buyers)

(1)

(2)

At on

In the presence of WITNESSES:

1. Name Signature
_

2. Name Signature _

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)
(Authorized Signatory)

WITNESSES:

Name Signature _ _
Name Signature

Note– Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.
SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

No. RE.:

SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT
ANNEXURE–A
Name of the Attorney at Law/Advocate, Address:
Date:

The Schedule Above Referred to (Description of property)
Place:

Title Report
Details of the Title Report

Dated………..day of............... 20.........

(Signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE–B
(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/ Lessor/ Original Owner/ Promoter to the project land).

ANNEXURE–C-1
(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE-C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE-D
(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE–E
(Specification and amenities for the Apartment),

ANNEXURE–F
(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee say received.

The Promoter/s.

Signature & Seal of Bidder

ANNEXURE 15 – UNDERTAKING FOR NOC FROM SOCIETY/ STATUATORY LESSOR/ LOCAL ENTITIES FOR SALE AND TRANSFER OF OWNERSHIP

(TO BE SUBMITTED AS PART OF TECHNICAL BID)

I/We ______________________(Name) or M/s. ___________________________ (Name of the Company/Body/Firm etc.) hereby confirm that I/we are the owner(s) of the Premises as described at ____(Address) and are legally entitled to contract for the sale of subject premises.

I/We, undertake that, we would be providing the necessary No Objection Certificate (NOC) for the sale of the premises within 90 days from the date of LOI.

We, further, undertake that the expenses that would be incurred for obtention of NOC, transfer charges etc would be borne by us.

Name of the signatory: ___________________________

Place: Signature of Owner (with seal if applicable)

Date:

ANNEXURE 16 – CLARIFICATIONS OF CALCULATION OF RERA CARPET AS DEFINED UNDER SECTION 2(K) OF REAL ESTATE (REGULATION &DEVELOPMENT) ACT 2016

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

Slum Rehabilitation Authority (SRA) Building, "A" Wing, Prof. Anant Kanekar Road, Bandra (East), Mumbai 400 051.

महाराष्ट्र स्थावर संपदा नियामक प्राधिकरण

MahaRera/Secy/File No.27/84 /2017

Date: - 14.06.2017

Circular No.:- 4/2017.

SUB: - Clarification on Calculation of Carpet area as defined under section 2(k) of the Real Estate (Regulation and Development) Act, 2016

Ref: - Section 2(k) of the Real Estate (Regulation and Development) Act, 2016

Preamble:-

Government of India has enacted the Real Estate (Regulation and Development) Act, 2016 and all the sections of the Act have come into force with effect from May 1, 2017. Government of Maharashtra has also notified the rules under the Act and established Maharashtra Real Estate Regulatory Authority (MahaRERA), vide Notification No.23 dated 8 March 2017, for regulation and promotion of real estate sector in the State of Maharashtra, with its headquarters at Mumbai. MahaRERA, thereafter, has notified Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017, for the implementation of the Act and processing the applications received for Registration of Real Estate Projects and Agents.

Whereas the MahaRERA Authority, under section 37 of the RERA Act, 2016 and Regulation 38 of the MahaRERA (General) Regulations 2017 is vested with the powers to issue directions and orders to promoters, real estate agents and allottees from time to time for effective implementation of the Act and to achieve the underlying object behind the Real Estate (Regulation and Development) Act, 2016.

Whereas under section 2(k) of the Real Estate (Regulation and Development) Act, 2016, carpet area of the apartment to be sold by the promoter is defined as "carpet Area" means net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment.

Explanation – For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of an apartment, meant for the exclusive use of the allottee and "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of an apartment, meant for exclusive use of the allottee.

Whereas there are various interpretations being given to the words "internal partition walls" and "external walls" by different professionals and Architects and therefore there is need to clarify the terms "internal partition walls" and "external walls" in order to have uniformity in the calculation of carpet area of an Apartment across all the projects being registered with MahaRERA.

For the purpose of the Real Estate (Regulation and Development) Act, 2016, "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

Therefore, for the purpose of calculation of carpet area under clause 2(k) of the Real Estate (Regulation and Development) Act , 2016,

All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall".

All walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall"

An illustration is attached herewith for clarification of the walls which are to be considered as "External Walls" and "Internal Partition Walls" with respect to an apartment and also of the area to be included and excluded while calculating Carpet area of an Apartment

This Order will come into force with effect from the date of commencement of the Real Estate (Regulation and Development) Act, 2016.

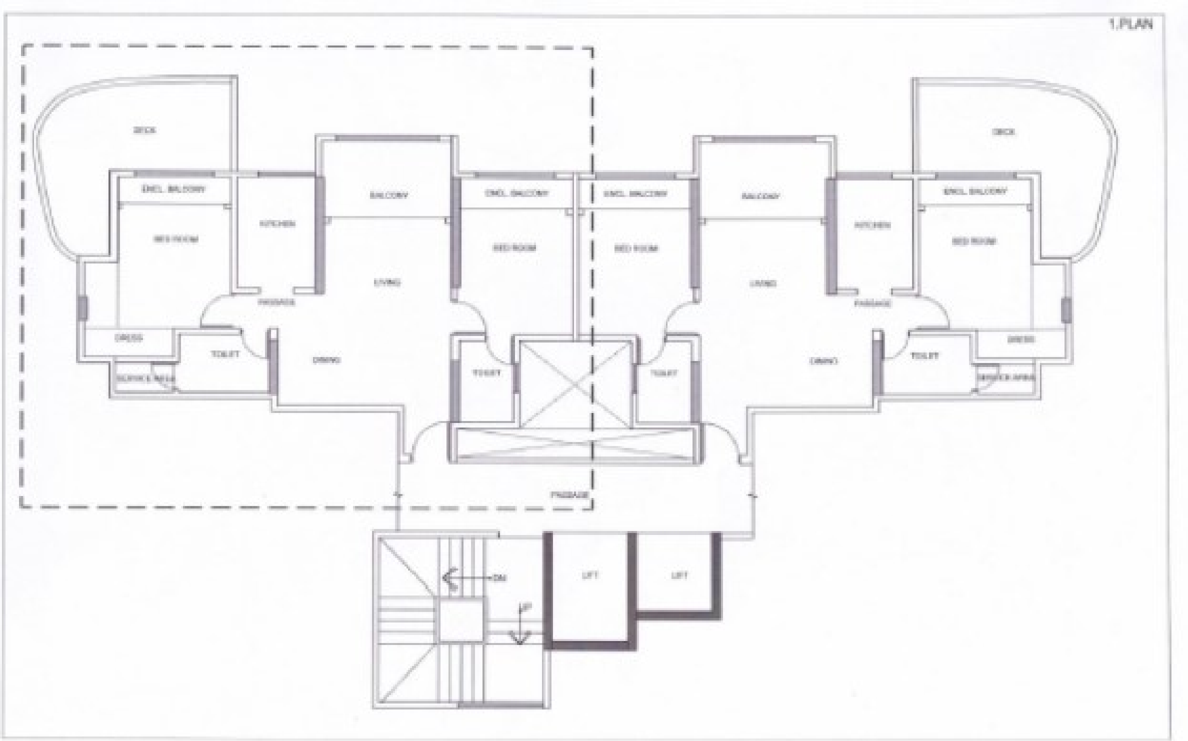
Sd/-
(Proposal Approved by
Hon'ble Chairperson
MahaRera)

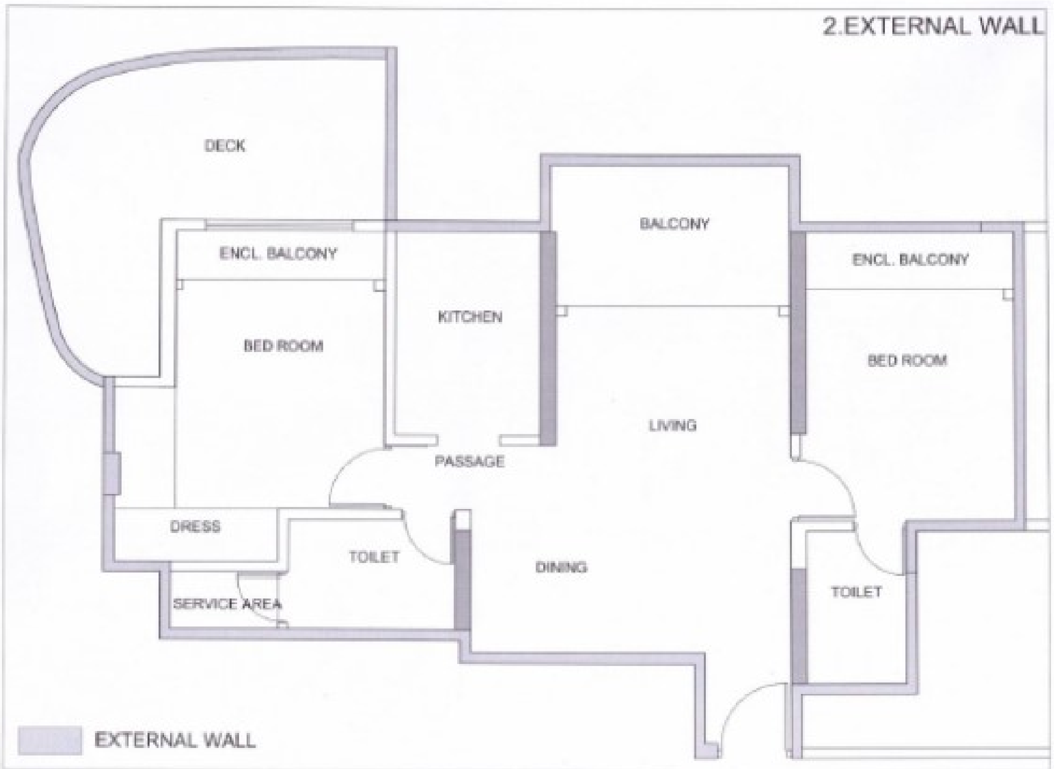
Secretary/MahaRera

To,

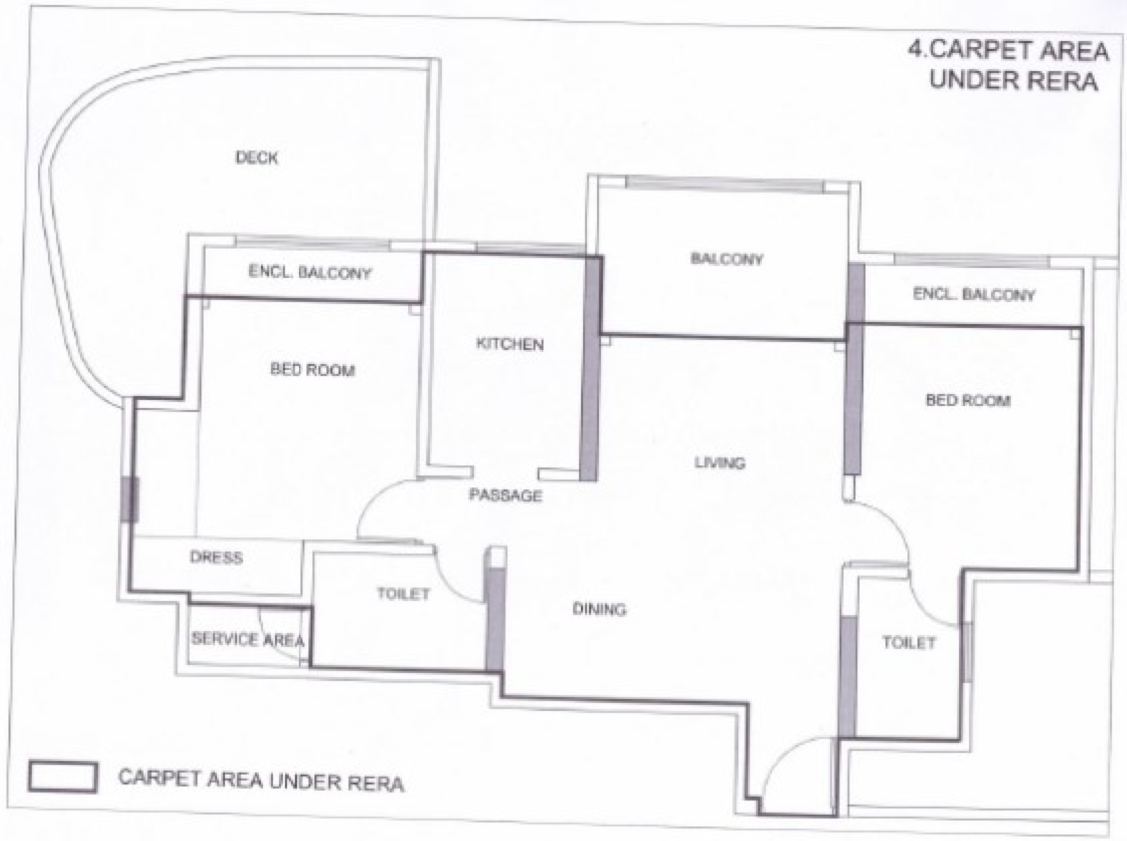
1. All concern
2. All heads & staff of MahaRera office

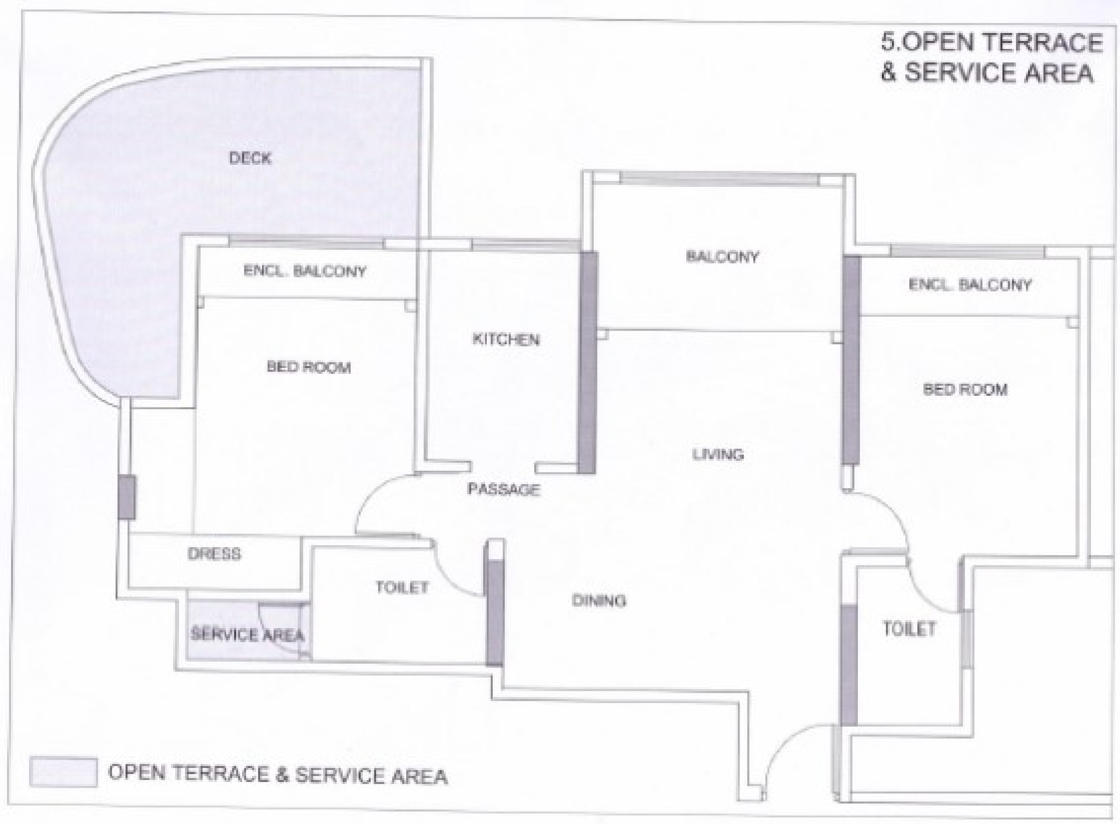
 Signature & Seal of Bidder



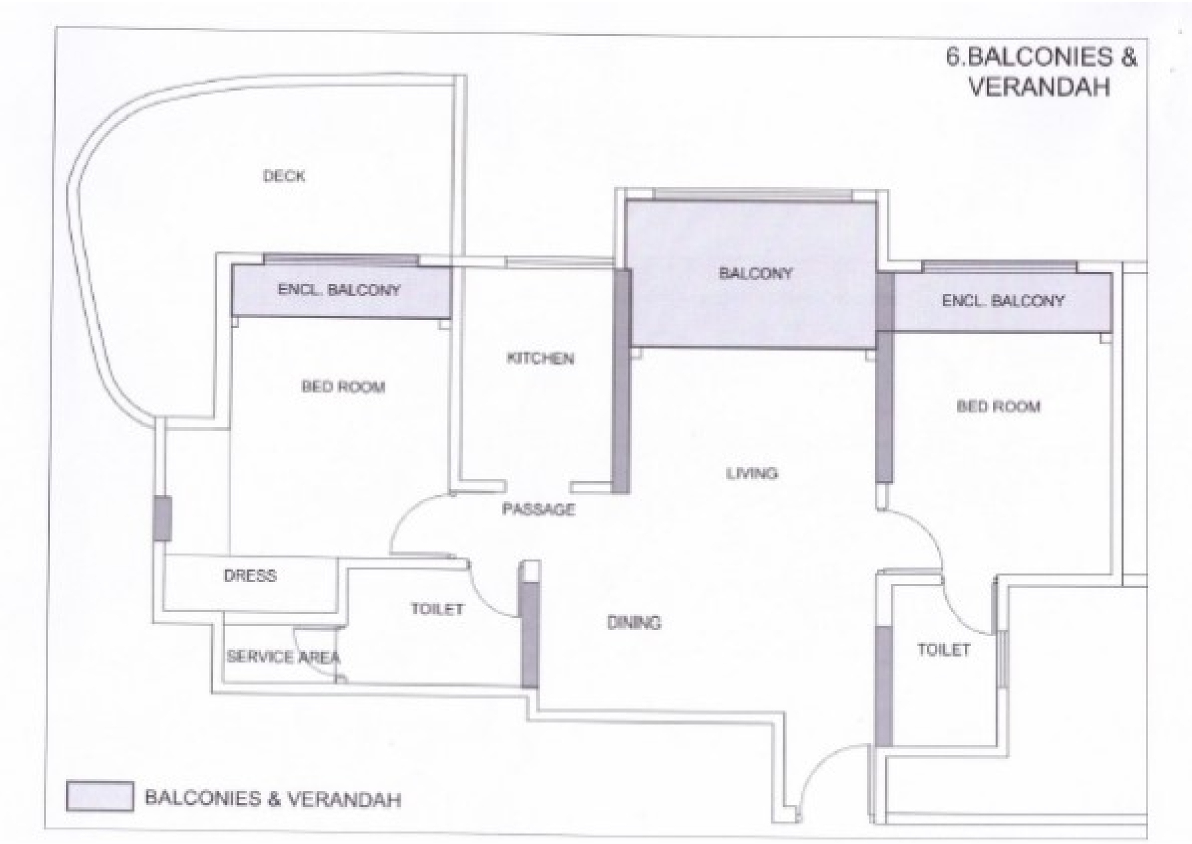


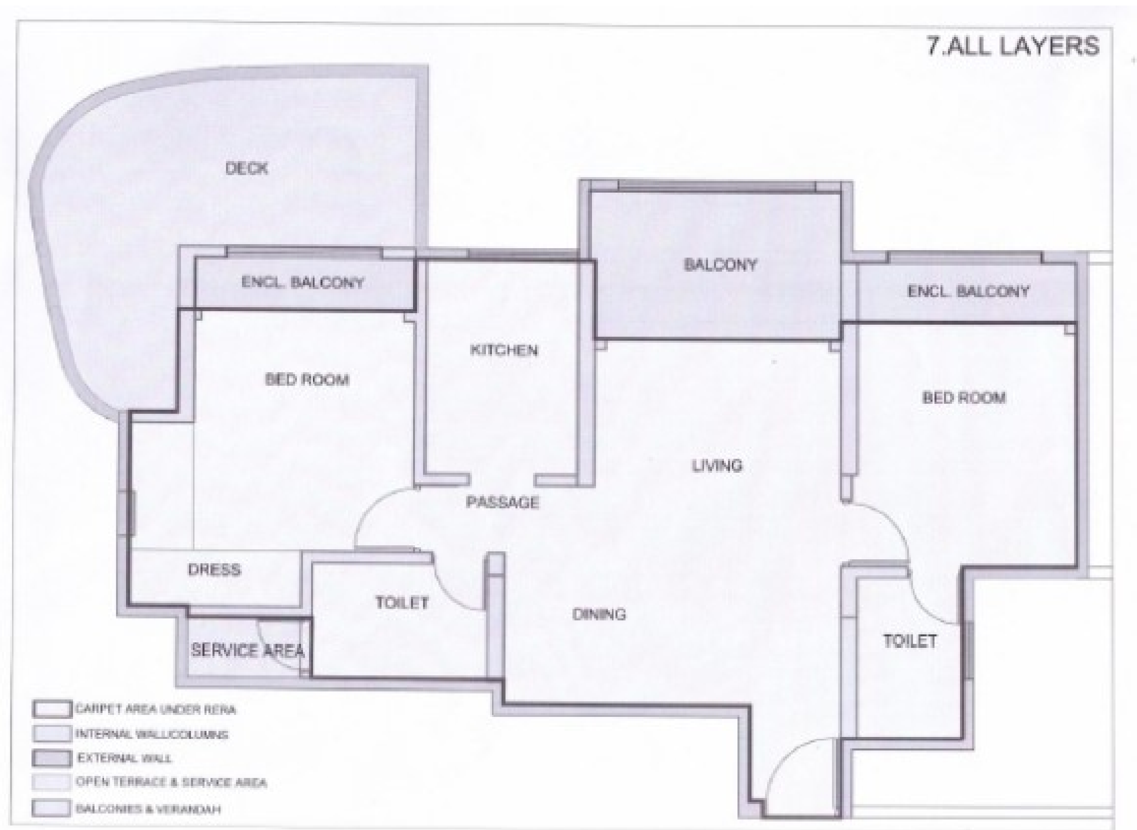
Signature & Seal of Bidder





Signature & Seal of Bidder





 Signature & Seal of Bidder

Annexure-17 MINIMUM SPECIFICATIONS AND AMENITIES

(Indicative List)

SN	Particulars	Desired Minimum Specifications (Indicative)
1	Wall Finish	1. Living Room: Putty Finished Wall 2. Bedroom: Putty Finished Wall 3. Kitchen: 7" Ft Dado Tiles &Putty Finished Wall 4. Toilets: 7" Ft Dado Tiles 5. OBD Finished Paint Internally 6. Externally weather shield acrylic paint 7. Internal walls with Putty Finish
2	Floorings	1. Living Room-600*600 Vitrified Tiles 2. Bedroom-600*600 Vitrified Tiles 3. Kitchen- 600*600 Vitrified Tiles 4. Toilets-Anti skid Ceramic Tiles 5. Lift Lobbies- Granite/Kota/Tiles
3	Doors & Windows	1. Main Door- Wooden Frame with attractive designer door 2. Brass fittings/ SS Fittings 3. Bedrooms- Wooden Frame with laminated flush doors 4. Toilet- Granite Frame with laminated flush door 5. 3 Track Powder coated Aluminum sliding windows & appropriate mosquito shutters
4	Provisions	1. DTH, Broadband provision 2. Concealed plumbing with standard CP Fittings and Sanitary 3. Premium Quality Fixtures 4. Concealed wiring with sufficient modular switches 5. TV and AC Points in all Bedrooms and Living room 6. Exhaust fans in Toilets & Kitchen of appropriate power
5	Kitchen	1.Granite Top Kitchen Platform with SS Sink 2. Modular Kitchen
6	External Facade	1. Tiles or Elastomeric Weather Shield paint with 10 years warranty from the paint supplier 2. Cement paving blocks/ Concrete Roads
7	Amenities	Swimming Pool, Club House, Gym, Jogging Track, Swimming Pool, Playground, Squash / Tennis / Badminton Court
Note: Above list is not exhaustive and it may be updated as per the existing site conditions/ Bank's requirements accordingly.		

Contact Information

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Signature & Seal of Bidder