Subject: Revised Communication from Mullerpatan Prasad & Nikhil Vaidya (MPNV) Architects

Dear All,

Please find attached an email received from Prasad Mullerpatan & Nikhil Vaidya Architects (MPNV) with regard to the tendering process that we expect them to undertake, as per prior discussions with the Managing Committee.

A detailed proposal will be sent by them separately and will be discussed by the Managing Committee and run past our legal counsel.

Best Regards,

For The Talmakiwadi Co-operative Housing Society Limited

Shivdutt Halady Hon. Secretary

From: Nikhil Vaidya <<u>mpnvarchitects@outlook.com</u>> Sent: Wednesday, July 10, 2024 6:41 PM To: talmakiwadi@hotmail.com <talmakiwadi@hotmail.com>; TCHS Redev <tchs.redev@gmail.com> Cc: mullerpatanp.architect@gmail.com <mullerpatanp.architect@gmail.com>; Nikhil Vaidya <nikhilvaidya@outlook.com> Subject: Clarifications on tender as proposed.

Dear all,

Considering requirement of The Society(TCHS) to limit the exposure of the Society, to expenses and also keeping in line with our tendered proposal to the GBM, on 22-01-23, wherein we were to be appointment in the scope mentioned under 'Self-Redevelopment' as Development Facilitator to procure a Finance and Barter Constructor, which was option 2 of our calculations, we are proposing to devolve the Tender in two stages.

The First Tender is labelled as a Financier Tender and the Second Tender is labelled as a Constructor in Barter Tender.

The Cost for preparing the First tender would be Rupees Nine Lakhs plus applicable taxes.

The First tender will select a Financer who will bear all further Costs, as an 'End to End' Financier, to include appointment of Constructor Brand after IOD/CC.

These expenses upto Constructor Brand Appointment, will go to Approval Premiums, Consultancies, Any other Charges.

This working will cause Society to be indemnified of all further charges for detailed

Construction tender, which would involve:

- 1. Detailed planning as per extra areas.
- 2. Tentative Layout for MCGM
- 3. Statement of Areas.
- 4. MHADA Area measurement schedule (Table) after detailed survey
- 5. Boundary Fixing.
- 6. Road Line
- 7. Soil Analysis.

Hence, we state that the earlier Financier tender will only have plans and statements of assumptive and indicative nature, ratified by you, for the purposes of securing the best bids of Corpus and Area for the Society.

The indemnity of expenses is suggested under the 'fixed - profit' model by which Society would not be required to put any further expenses and have reimbursed earlier expenses in this regard such as the costs to first and second tenders, including the activities in points 1 to 7 mentioned above and further Approval Costs and Construction Costs, which shall be part of a Tri-Partite Agreement with the Constructor Brand.

Besides being outlined in our proposal to the SGM dated 29-10-23, this also confirms with the GR for Self-Redevelopment issued by Government of Maharashtra dated 13th September 2019, and also as per guidelines of Section 79A of the Maharashtra State Co-operative Societies Act.

Any changes suggested to the above , including counter-conditions, or suggestions from the Society ,shall form a part of the respective Tenders which shall be issued with your due approvals and adhering to our earlier offer approved in the SGM dated 22-01-23, and further ratified as a proposal in consideration for Self-Redevelopment.

This is in line with earlier communication and Annexures in this regard with DM appointment and terms applicable before Tender 1.

PMC appointment at charges approved shall be confirmed, on immediate basis at Tender ratification stage of Tender 1, if Clauses of fulfillment are satisfied, with promised exit clause, for Corpus and Area as promised.

The Second tender will be issued by the PMC as per clauses of Section 79A. The detailed stages shall be conveyed shortly/\.

Thanks

For Mullerpatan Prasad and Nikhil Vaidya Architects.