



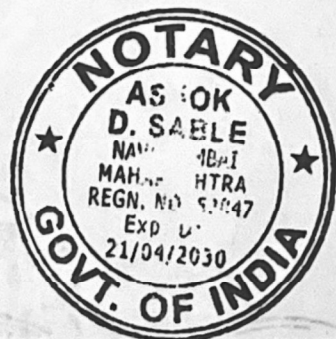
महाराष्ट्र MAHARASHTRA

2025

EP 781222



जिल्हा कोषागार कार्यालय ठाणे
15 FEB 2026
मुद्राक प्रमुख लिपीक / लिपीक



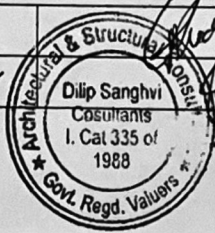
AGREEMENT

This Agreement is made and entered into at Navi Mumbai this 12th day of February 2026.

BETWEEN

Vrindavan Co-operative Housing Society Limited, a Society registered under the Maharashtra Co-operative Societies Act, 1960 under No. NBOM/CIDCO/HSG(OH) 155/JR/1995-96, having PAN card no AAKAV8147Q, having its registered office at Condominium F, Plot No 12, Sector 4, Sanpada, Navi Mumbai - 400705 through the hands of the authorized representatives of its Managing Committee, Mr. B. D. Asabe (Chairman), Mr. Girish Kudtarkar (Secretary) and Mr. Vivek Bhalerao (Treasurer) hereinafter referred to as the "**Society**" OR "**client**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, and the present office bearers, managing committee members, and the future office bearers, managing committee members of the Society who may take over subsequently assignees and administrators) of the FIRST PART

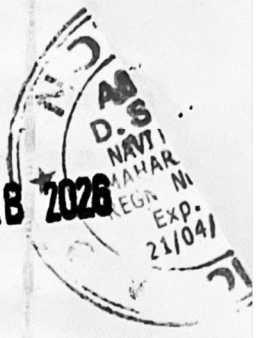
Vrindavan CHSL
Dilip Sanghvi Consultants



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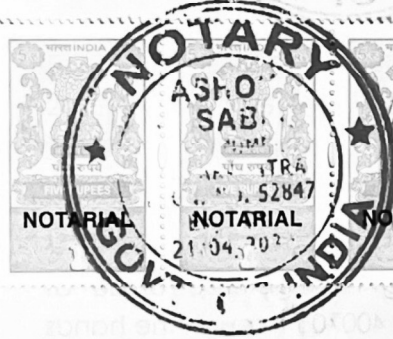


जिल्हापत्र-२ / Annexure-II

१ मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक	(१९११०१)
२ दस्ताचा प्रकार	A33
३ दस्त नोंदणी करणार आहेत का?	होय/नाही
४ मिळण्याचे थोडक्यात वर्णन	
५ मुद्रांक विकत घेणाऱ्याचे नाव व सही	DILIP SANGHVI CONSULTANTS
६ हस्ते असाऱ्यास त्याचे नाव, पत्ता व सही	
७ दुसऱ्या पक्षकाराचे नांव	
८ मुद्रांक शुल्क रकम	5000/-
९ परवानाधारक मुद्रांक विक्रीत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे विक्रीपत्र/पॅक्लेट	व्हा.एस. सभारक परवाना क्र. १२०१०२५ एसएस-०४/२०१०, सेक्टर-२ याशी, नवी मुंबई-४०००१३

ज्या कारणासाठी ज्यांनी मुद्रांक पॅपर खरेदी केला त्याच कारणासाठी मुद्रांक विक्रीच्यापासून ६ महिन्यांस वॉपरणे बंधनकारक आहे.

- 9 FEB 2026

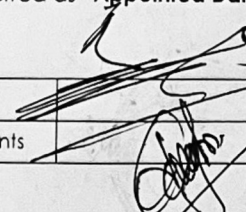
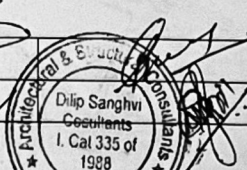
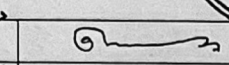

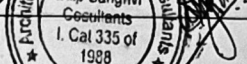
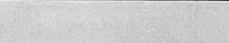


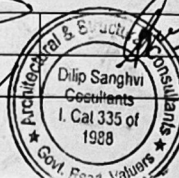
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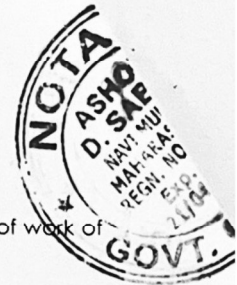
M/S. Dilip Sanghvi Consultants, a Proprietorship concern through its Proprietor Mr. Dilip Sanghvi having its Registered Office at 101, Sri Saidham, Plot No. 55, 90 Feet Road, Vikrant Circle, Ghatkopar East, Mumbai - 400 077, PAN Card No: AAJPS9524N hereinafter referred to as the **"Project Management Consultant" OR "PMC"** (Which expression shall, unless be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, assignees and authorized representatives) of the SECOND PART.

WHEREAS:-

1. The Society and the PMC are individually referred to as the "Party" and collectively referred to as the "Parties".
2. Vrindavan CHSL is the owner and seized and possessed of or otherwise well and sufficiently entitled to an immovable property being all that piece and parcel of land at Sector 4, Sanpada, Navi Mumbai 400705 admeasuring **12,645.17 sq. mtrs. (twelve thousand six hundred forty five and decimal one seven square metres)** or thereabouts situated at Sector 4, Sanpada, Navi Mumbai 400705 (hereinafter referred to as the **"said Land"**) along with all structures standing thereon including total 38 buildings housing 160 Nos (one hundred and sixty) residential premises all of which admeasure in the aggregate 7,575.38 sq. mt. (seven thousand five hundred seventy five and decimal three eight square metres) carpet area (hereinafter referred to as the **"Old Structures"**). The said Land along with the Old Structures is hereinafter collectively referred to as the **"said Property"**.
3. Vrindavan CHSL in a contiguous layout, have explored the possibility of a redevelopment covering all the existing buildings, culminating as a composite unit at the end of redevelopment
4. The Managing Committee had invited Letters of Interest from PMCs for re-development of their building of said Society
5. PMC through their quotation dated 18th September 2025, revised quotation dated 16th January 2026 and final revised quotation dated 11th February 2026 expressed their willingness to act as the PMC;
6. PMC gave presentation to all the members of the Society in the SGBM (Special General Body Meeting) dated 21st December 2025
7. PMC has represented to the Society that it has required expertise, knowledgeable on all legal and construction aspects of the redevelopment and is fully aware of the redevelopment business and various stages of redevelopment, including of projects of similar size and nature, and history of successful completion, and shall guide and give advice in such a manner that the Society gets the best terms under present laws without compromising quality and safety aspects. PMC has further represented to the Society that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in the Agreement.
8. The Society has evaluated the aforesaid Letters of Interest of PMC to carry on the redevelopment of the existing building of the Society;
9. Ultimately the Society has in its Special General Body Meeting held on 21st December 2025, passed a resolution, by majority, and selected the said PMC i.e. M/s Dilip Sanghvi Consultants as the PMC of the Society for redevelopment of the Society's property. More than 51% members of the society voted in favour of this PMC.
10. The Society has thereafter issued a letter dated 21st December 2025 provisionally selecting M/s Dilip Sanghvi Consultants as the PMC of the Society subject to final selection and execution of mutually agreed terms and conditions
11. The Society shall issue the letter of appointment to the PMC on 12th February 2026 (hereinafter referred as **"Appointed Date"**)

Vrindavan CHSL			
Dilip Sanghvi Consultants			





12. The Parties hereto are desirous of recording the Terms, Conditions and Scope of work of appointment as PMC in writing which appear hereinafter:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

RECITAL -

It is declared and confirmed that the aforesaid recitals shall form integral part of this Agreement as if same is specifically set out herein in operative part.

A. DEFINITIONS:

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

1. "Contract" shall mean and include the Letter of Intent and other documents exchanged between the PMC and Society, issued before and including the Letter of Intent and Agreement made by both the parties
2. "Works" shall mean the works covered under this Memorandum of Understanding (MOU) / Agreement
3. "Site" shall mean the site and other places on which the works are to be carried out and any other lands or places provided by the Society for the purpose of the agreement.

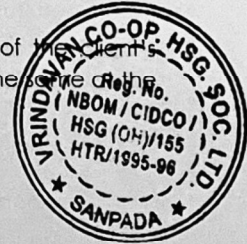
B. APPOINTMENT FOR STAGE I, II, III and IV:

The client agrees to appoint M/s Dilip Sanghvi Consultants as PMC for the complete project for proposed redevelopment of Vrindavan CHSL for Stage I, II, III, and IV as per Scope of work defined here under.

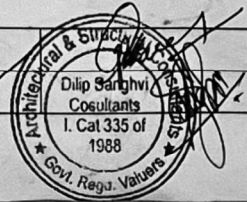
C. SCOPE OF SERVICES

Stage I: Project Feasibility Report

1. The client shall provide copies of the following documents whichever are available
 - a. Title Documents / Lease Deed etc
 - b. Property Registration Card
 - c. Development Plan (DP) remarks
 - d. Details of any road setback
 - e. Site survey plan (hard copy)
 - f. List of members with existing carpet area
 - g. IOD / CC / OC
 - h. Last approved plans of existing building/s
 - i. Layout plan
 - j. Society registration certificate.
 - k. Any litigation affecting the property (between Society, members, neighbouring Society's, NMMC etc.) or attachments / loans on flats
 - l. Details of any past loans / mortgages on the plot
 - m. Any other points affecting the property.
 - n. Resolutions for redevelopment and PMC appointment.
2. PMC shall list out the missing documents required for redevelopment of the client's property, the means to obtain them and to assist the client in obtaining the same at the client's cost.



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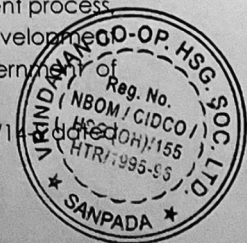


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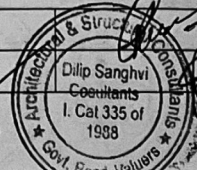
3. PMC shall look into the existing plot surveys, and carpet area survey already available
4. PMC shall conduct a total station survey of the available plot including footprint of main and ancillary structures
5. (Optional Service) PMC shall take the measurement of carpet of existing premises at separate cost.
6. After discussing with the client, the PMC shall prepare realistic redevelopment project feasibility report based on prevailing UDCPR and estimating the benefits to members in terms of extra carpet area, corpus, hardship compensation, rent etc. This shall include estimating all the costs including NMMC costs, FSI costs, TDR costs, construction cost, corpus, rent, brokerage, etc. The report shall be based on utilization of area, and no plans shall be prepared by the PMC.
7. After fixing a prior appointment with the PMC, and the client supplying a copy of agenda notice to the PMC, the PMC shall attend the SGBM, and assist the Managing Committee to present the Project Feasibility Report in SGBM and answer member's query.
8. Client has got a website. He will provide appropriate access of the website to PMC for uploading various documents. It will be PMC's responsibility to maintain the redevelopment part of the website in accordance with the guidelines of GR CHS 2018/CR85/14-S dated 04/07/2019 and any other Government guidelines in force from time to time.

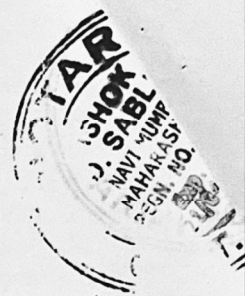
Stage II: Bidding

1. The PMC should be a guiding force, and a mentor to the Society, and its members.
2. The society's interest should be the highest priority for the PMC.
3. PMC shall prepare draft tender / RFP / bid documents
4. PMC shall discuss these documents and incorporate all reasonable suggestions of the client
5. PMC shall finalize the draft tender / RFP / bid documents
6. PMC shall suggest draft for advertisement in a newspaper, and to publish advertisement in local news papers
7. PMC shall provide technical support for bidding
8. PMC shall issue tender / RFP / bid documents to the Developers from PMC's Office.
9. The sealed bids received will be subsequently opened by the MC in the Managing Committee meeting called for the said purpose in presence of interested members of the Society, and the Developers, which have duly submitted the Sealed Bids.
10. To scrutinize the bids received from Developers and prepare a comprehensive comparative statement of all the Bids received.
11. PMC shall assist the client in short-listing the Developers
12. The PMC shall assist the society in reaching consensus among members
13. The PMC shall make presentations to members of the society on the redevelopment work as required
14. The PMC shall appoint a CA for financial evaluation of 3 shortlisted bidders
15. PMC shall provide technical support for the selection process including joint meetings, visits to shortlisted developers ongoing projects and negotiations with the developers
16. The final developer shall be selected by the general body with a vote of 51% of the total members strength. Minimum quorum required is 67% of total member strength of the society.
17. The PMC shall assist the Society to ensure that every stage of the redevelopment process including the selection of the Developer and the execution of the Development Agreement, is in compliance with the 79A Guidelines issued by the Government of Maharashtra.
18. All work related to this process as per the Govt. guidelines no. CHS 2018/CR85/14-S dated 04/07/2019 up to selection of developer.



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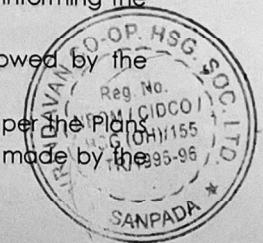


Stage III: Pre Construction Documentation

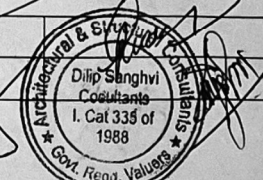
1. PMC shall review letter of intent based on the negotiated terms.
2. PMC shall review and vet technical and commercial details of Legal documents prepared by the Developers legal consultant including development agreement (DA), permanent alternate accommodation agreement (PAAA), power of attorney (POA) based on negotiated terms.
3. PMC shall review the proposed bar chart, master schedule, and milestones prepared by the Developer
4. PMC shall review plans of the building prepared by the Developers Architect for the client in respect of planning, area calculations, common areas, and suggest improvisation wherever necessary
5. PMC to provide technical support to client during approval of the plans
6. PMC shall verify carpet area of all rehab premises of the proposed plan based on AutoCAD file of the proposed plan to be provided by the Developer
7. PMC shall verify plans, flats areas and amenities approved by NMMC / CIDCO with respect to the agreed plans
8. PMC shall verify CIDCO NOC, approval letter, and other approvals and Permissions before the building is vacated and handed over to the Developer for demolition.
9. PMC shall monitor the entire process of redevelopment from getting approvals from the concerned authorities and up to members being offered possession of their respective new premises
10. PMC shall appoint a consultant for Proof checking of the structural design based on the design and drawings shared by Developers RCC consultant
11. PMC shall review and vet any technical documents prepared and submitted by the Developer and/or their consultants
12. PMC shall assist the Society in establishing a written member grievance redressal process with defined response timelines and escalation matrix. The said process shall remain operational till completion of the redevelopment project.

Stage IV: Project Monitoring

1. PMC shall monitor and verify the commitment made by the Developer in the DA and as per frame work of prevailing rules and regulations.
2. PMC shall review and vet all major approvals obtained by and shared by the Developer
3. PMC shall monitor quality of work with respect to architectural, structural and services drawings prepared by Developers consultants and provisions of the Redevelopment Agreement
4. PMC shall ensure Full time daily supervision of the project to supervise the complete construction work
5. PMC shall order testing of materials and products from time to time through third party lab test at the cost of the Developer
6. PMC shall point out and inform deviations in quality to the client so that the client can take necessary action
7. PMC shall discuss quality, progress and safety related issues with the client in the review meetings
8. PMC shall monitor progress of work with respect to master schedule and informing the client about the delays and also take up with Developer.
9. PMC shall monitor that the best construction practices are being followed by the Developer at every stage
10. PMC shall monitor at all stages that the building is being constructed as per the Plans approved by the client / planning authority and as per the commitment made by the Developer in the Development Agreement.



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11. PMC shall issue monthly progress reports to be submitted by the tenth day of the following next month. The report shall cover status of approvals, construction milestones, and challenges encountered, if any.
12. The client jointly with PMC shall inspect member premises, common areas, common services, and amenities before the rehab component is taken over
13. PMC shall prepare a Completion Report on the entire Redevelopment Project of the client.
14. PMC shall advise the client on enforcement of contractual terms and providing interpretation of contractual terms
15. PMC shall assist the client in conducting meetings from time to time with the Developer on need basis.
16. PMC shall assist the client in in corresponding with the Developer
17. PMC shall assist in trouble shooting any problems arising during construction or with the Developer and to resolve the impasse amicably on mutuality
18. PMC shall monitor the 'Defect Liability Period' of 365 days from the date of repossession notice, by visiting the site once a month and submitting a report to the Society. The PMC shall assist the Society in identifying construction defects and ensuring the Developer rectifies the same as per the Development Agreement.

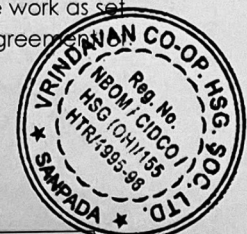
D. WORK NOT INCLUDED IN SCOPE OF WORK

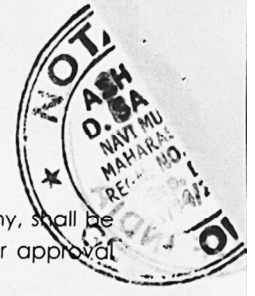
1. Any Legal Services including drafting of DA, PAAA, POA
2. Any services of Chartered Accountant not covered in aforesaid scope of work
3. Legal due diligence from legal consultants
4. Planning consultancy, Liaisoning consultancy, RCC consultancy, MEP consultancy, or any other technical services not covered in aforesaid scope of work

E. PROFESSIONAL FEES AND CONDITIONS OF PAYMENT

1. The client accepts the total fees charged by the PMC shall be **1.25% of total Project Construction Cost** including all wings + Applicable GST (currently 18%) as fees for Stage I, Stage II, Stage III, Stage IV.
2. The construction cost shall be taken as Rs. 3,500/- per SFT on total construction area calculated as per Section F.
3. Rs. 30,000+ Applicable GST for carrying out land survey of plot including footprint of existing main and ancillary structures
4. (Optional Service) Rs. 3/- per SFT + Applicable GST for taking measurements, calculation and certification of carpet areas of all flats. If only few units are to be measured, then minimum fees of Rs. 5,000/- per unit shall be charged.
5. (Optional Service) Obtaining documents from statutory authorities as per actuals
6. The tender / bid documents shall be issued from Society office or the PMC office as per decision of the Managing Committee. It shall have price for sale, and such tender fee shall be drawn in PMC's favour. The net sale proceeds after deduction of all the expenses for publishing documents (Rs. 3,000/- per documents), publishing advertisement in 3 newspapers (including Times Of India), and payment of GST to Govt shall be shared in the ratio of 25% to the Society and 75% to the PMC.
7. If, during the engagement, PMC's scope of services is extended beyond the work as set out hereinabove, then PMC fees shall be suitably increased with mutual agreement of the client.

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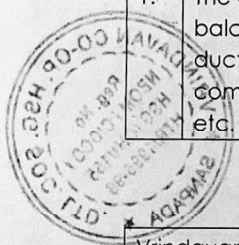


8. Disbursements like photocopy, scanning, other out of pocket expenses, if any, shall be charged extra (expenses exceeding Rs. 10,000/- shall be incurred with prior approval only).
9. The estimate for scope of services rendered shall be raised by the PMC from time to time. The fees shall be paid, and expenses reimbursed within 15 days of raising such estimate. Interest on delayed payment beyond 2 (two) months shall be charged at the rate of 12% per annum
10. Lead period is considered to be 18 months from the date of appointment of PMC (Appointed Date) till Vacation Notice. If there is delay of more than 6 Months beyond the agreed Lead period, then the escalation for the lead period shall be mutually agreed between the PMC and the client.
11. The total construction period is considered to be 36 months plus 3 months grace from date of vacating the building till OC and repossession notice. In case the construction period exceeds this time frame then escalation on total fees shall be allowed, and shall be paid on monthly basis. Such escalation shall be discussed with the Developer and shall be purely borne by the selected Developer. Under no circumstances shall any such escalation be borne by the Society or its members.
12. In case only a part of the project is continued beyond any stage; the payments up to that stage shall be made on the total cost of the project.
13. PMC will be responsible for income tax payable in respect of any amounts paid to the PMC. However, any GST, or any other indirect tax, levy, cess, or charge, as applicable from time to time, on any payments made to the PMC, shall be to Society account and shall be payable by or recoverable from the Society in addition to professional fees, and reimbursement of expenses.
14. The schedule of payment shall be as per Section G
15. The GST is calculated at current rate, i.e 18%. However, the GST to be paid shall be as per the applicable rate at the time of payment.
16. Necessary TDS at source as per applicable laws in force.
17. Payment towards PMC fees shall be routed through the Society. However, all the expenses incurred by the Society towards redevelopment, including the PMC's fee will be reimbursed by the Developer to the Society as per the clause(s) that will be enshrined in the tender document and the Development Agreement.
18. Time is the essence of this Agreement. If the PMC fails to complete the deliverables and timelines for Stage I and Stage II as specified hereinbelow due to reasons solely attributable to the PMC, the Society shall be entitled to deduct liquidated damages at the rate of Rs. 10,000/- (Rupees ten thousand only) per week of delay, subject to a maximum cap of Rs. 3,00,000/- (Rupees three lakhs only).
 - a. 10 weeks for submission of Project Feasibility Report (1st submission)
 - b. 3 weeks for submission of 1st draft of tender / RFP / bid documents
 - c. 3 weeks for submission of comparison of offers (up to 10 offers from bidders)

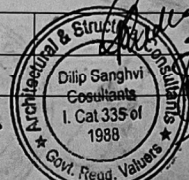
F. MODE OF MEASUREMENT:

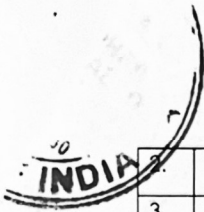
The area for payment of professional fees shall be actual built up area. The calculations shall be based on approved drawings. The total area shall be sum total of all areas as mentioned below

1.	The out to out area of all buildings as per approved plans including balconies, Ancillary FSI, elevation projections, toilet ducts, service ducts, passages, lifts, lift lobbies, staircase, staircase lobbies, common lobbies, fire escape balconies, refuge areas, entrance hall etc. except voids and chhajjas	100%
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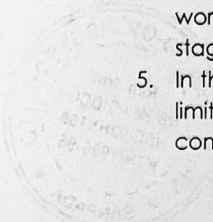
2.	The under still, mechanical parking, and podiums (if any)	60%
3.	The area under basement, parking pits (if any)	125%

G. SCHEDULE OF PAYMENT:

1.	Retainer	Rs. 25,000/- + GST
2.	On submission of project feasibility report	Rs. 25,000/- + GST
3.	On submission of draft bid documents	Rs. 25,000/- + GST
4.	On floating of bid documents	Rs. 25,000/- + GST
5.	On submission of comparison	Rs. 25,000/- + GST
6.	On short listing of Developers	Rs. 50,000/- + GST
7.	On finalization of Developer	Rs. 50,000/- + GST
8.	On successful completion of final 79A meeting to Dy. Registrar for final meeting	5% less paid earlier
9.	On submission of comments on proposed plans	10% less paid earlier
10.	On finalization of plans	15% less paid earlier
11.	On submission of comments on DA	17% less paid earlier
12.	On finalization of Development Agreement	30% less paid earlier
13.	On receipt of concessions	32% less paid earlier
14.	On receipt of approval letter by the Developer	34% less paid earlier
15.	On Vacating	35% less paid earlier
16.	As per progress of work (equally on monthly basis)	95% less paid earlier
17.	On completion of work	100% less paid earlier

H. TERMINATION:

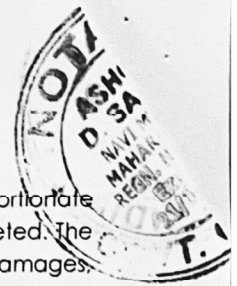
- In case of breach, non-performance, gross professional negligence, or conduct prejudicial to the Society's interest by the PMC the Society reserves the right to terminate the appointment by giving 30 days notice.
- In case the Society decides to cancel the redevelopment project, the Society reserves the right to terminate the appointment of the PMC by giving 30 days notice
- The PMC is also free to terminate its appointment by sending resignation letter with 30 day's notice period to the client in case PMC has a good cause to do so, which includes client's refusal to follow PMC advice on a material matter, client's failure to pay PMC's fees in a timely manner, or any unresolved dispute between client and the PMC, or any fact or circumstances arising that would render PMC's continuing representation unlawful or unethical
- In both the cases, the client shall pay the professional fees for the scope of work completed by the PMC plus part payment for any stage on which the PMC was currently working on while such dissolution was effected, proportionate to the progress of such stage and the PMC shall simultaneously give his NOC.
- In the event of termination by either party, the Society's financial liability shall be limited to the payment of professional fees for the specific stages of work successfully completed as of the date of expiry of the termination notice. In addition, for any



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progress as on date of expiry of termination notice, the Society shall pay a proportionate fee based solely on the actual quantum of work verified to have been completed. The PMC expressly waives any claim for loss of anticipated profits, consequential damages, or fees for unperformed services.



6. Upon termination, the Society shall pay the fees due to the PMC through a demand draft or bank transfer simultaneously with the PMC delivering the No Objection Certificate (NOC) and all project related documents prepared till the date of expiry of the termination notice (including editable CAD files, feasibility reports, and tender document, etc.) to the Society. The client hereby undertakes not to employ any other equivalent consultant (PMC) prior to completion of the process of termination of the client's Agreement with the PMC.
7. The PMC hereby agrees that if they fail to provide a formal NOC within seven (7) days of receiving the full and final payment due to the PMC, this Agreement itself shall be treated as a 'Deemed NOC.' The Society shall be at liberty to appoint a new PMC or Architect immediately thereafter.
8. The PMC hereby agrees to work till the last date of notice period for termination of services.

I. NOTICES

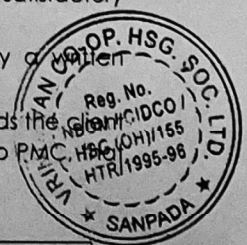
1. All notices given under this Agreement must be in writing and shall be delivered by hand, by first class courier or sent by registered post to the addresses mentioned above.
2. If any Party changes his address, then the same shall be informed to the other Party within a period of 15 (fifteen) working days from the date of such change in address.

J. DISPUTES

1. If any dispute and/or difference arises between the parties hereto during the subsistence of this MOU or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this MOU or regarding any question, the parties hereto shall endeavour to settle such dispute amicably.
2. In case of failure to resolve the dispute and/or difference amicably, the dispute and/or difference shall be subject to the Jurisdiction of Court of law or Quasi Judicial Authorities in Navi Mumbai
3. No matters shall be referred for arbitration unless agreed by both parties in writing

K. SEVERABILITY

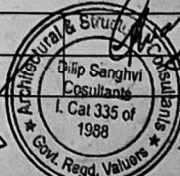
1. In the event that any term condition or provision of this MOU is held to be a violation of any applicable Law, statute, regulation or order or is declared or adjudged to be illegal, invalid or un-enforceable, the same shall be deemed to be deleted from this MOU and shall be of no force and effect and in that event, this MOU shall remain in full force and effect as if such term, condition or provision had not originally been contained in this MOU. Notwithstanding the above, in the event of any such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
2. This MOU shall not be amended, modified or supplemented, except by a written instrument executed by both the parties hereto.
3. Subject to no prior termination, PMC shall be relieved of its obligations towards the Client arising from and out of this MOU, only upon the client issuing a Certificate to PMC.

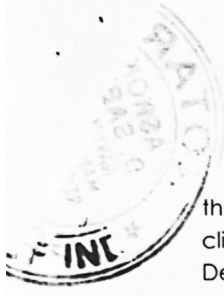


Mr. V. S. Chavan	Mr. Dilip Sanghvi
Mr. V. S. Chavan	Mr. Dilip Sanghvi

Mr. V. S. Chavan

Mr. Dilip Sanghvi





the redevelopment activity in respect of the said Property is complete in all respects. The client shall issue such certificate within 30 days from issue of repossession notice by the Developer. In case no such certificate is issued, then after 90 days from date of issue of repossession notice by the Developer, it shall be deemed that the PMC is relieved of its obligation.

L. CONFIDENTIALITY

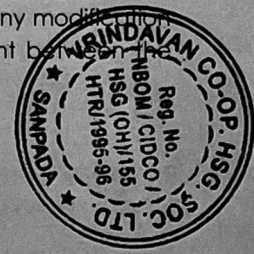
1. The Parties agree to keep confidential all the contents of this Agreement or any other documents entered into between them, unless disclosure is required by a regulatory/ statutory body in India.
2. The PMC shall not disclose any confidential and/or commercial information supplied by the Society related to the project (hereinafter referred to as "**Confidential Information**") with either of the prospective/ shortlisted/ selected bidders and/or developers during the entire duration of the project including after termination of this appointment, save and except for the purpose of and in furtherance to the objectives of this redevelopment project including providing information to third party like Bidders, Developers, their consultants, etc., where required, and to its directors, partners, personnel, consultants, employees, officers, agents and its affiliates who have a need to know such Information. The foregoing obligation of Confidentiality shall not apply to Confidential Information which (a) at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the PMC; or (b) was known to PMC without restriction, prior to execution of this appointment letter, or (c) is approved for release by written authorization of the Client; or (d) is required to be disclosed under laws and regulations or by Government order, or under a legal process; or (e) has been received by the PMC or its Permitted Recipients from a third-party source that is not connected with the Client, or (f) has been developed by the PMC without the use of the Confidential Information.

M. NO CONFLICT OF INTEREST

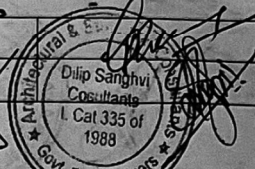
PMC shall ensure that there is no conflict of interest in the services rendered to the Client. The PMC shall not render any services to the prospective Developers and/or selected Developer, directly or indirectly, for the purposes of this redevelopment project

N. GENERAL TERMS:

1. This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
2. All documents prepared by the PMC including project feasibility report, bid documents, comparison chart, other reports shall be PMC's intellectual property. The Society shall have a perpetual irrevocable, royalty free license to use these documents for the intended purpose of this project, even in the event of the termination of this Agreement.
3. Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties.

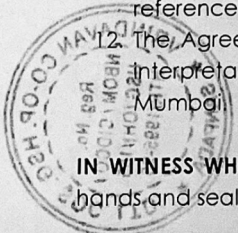


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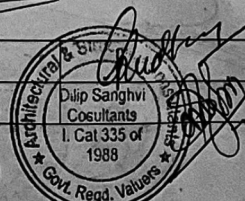
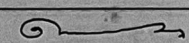


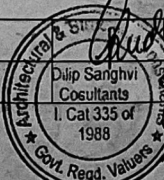
4. The client shall use all reasonable endeavour to ensure that all information and documents provided to the PMC in connection with the captioned matter are complete and accurate in all material respects and if, during the course of the project, the client discover some things which render any such information untrue, unfair, inaccurate or misleading, the client shall notify the PMC at once.
5. PMC shall perform the services and carry out his obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices. PMC shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with Developers or Third Parties.
6. The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.
7. Neither the PMC nor the client shall be considered in default in performance of its obligations herein incorporated, if such performance is prevented / delayed because of war, hostilities, revolutions, civil commotion, strikes, epidemic, accident, fire, cyclone, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance or any Government subdivision thereof, because of any act of God, or for any cause beyond the reasonable control of the party affected.
8. Neither party shall take advantage of any clerical error or mistake which may creep in or occur in the contract, plans, instructions, or any other papers supplied to or by the consultant in connection with the work, but such clerical error or mistake shall be brought to the notice by the one to other without any loss of time and the same shall be rectified.
9. The Client shall inform the PMC the names of persons who would have authority to issue instructions to the PMC, and protocol for all communications. In normal circumstances, PMC shall take action in accordance with prior instructions received from the Managing Committee / Redevelopment Committee. However, in case of an emergency or urgency where instructions cannot be obtained immediately, PMC shall act in the circumstances in best interests of the Client, and shall thereafter as soon as practical inform the Client of the action taken. The PMC shall carry out client's instructions on client's behalf with all diligence and exercise reasonable care and skill.
10. PMC shall not be liable for any loss caused to the client in discharge of PMC services based on information / instructions provided to the PMC by the client. However, in case of gross negligence and/or gross wilful misconduct by the PMC in rendering the PMC services leading to a loss, the Society may claim such actual losses against the PMC and the PMC's maximum liability relating to services rendered (regardless of form of action, whether in contract, gross negligence, gross wilful conduct, or otherwise) shall not exceed 100% of the actual fees paid to the PMC for the portion of the services or work products giving rise to liability. PMC shall not be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.). A court or arbitrator will determine whether an action constitutes gross negligence and/or gross wilful misconduct, as referenced in this document, based on the severity of the deviation from ordinary care and the extent of harm caused.
11. PMC shall be permitted to disclose the Clients name, and basic details of the project for reference purposes as a part of credentials.



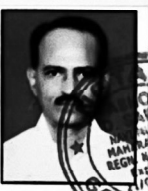
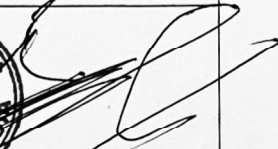


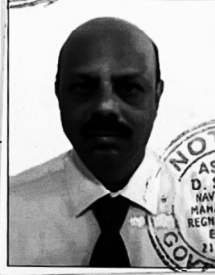

12. The Agreement has been entered into at Navi Mumbai and its validity, construction, interpretation and legal effects shall be to the exclusive jurisdiction of the court of law at Navi Mumbai.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

Vrindavan CHSL 			
Dilip Sanghvi Consultants			

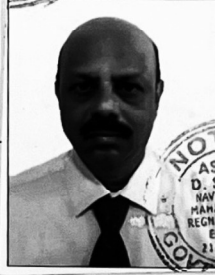
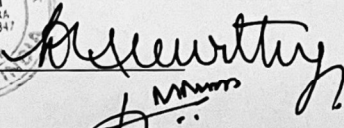



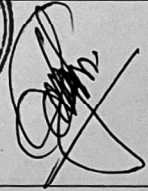

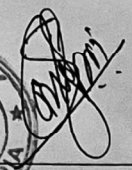
OF IN

Signed, Sealed and Delivered by the client within named "Vrindavan CHSL" in pursuance of the resolution dated 21st December 2025 passed in the SGBM held on 21st December 2025	Photograph	Signature
(1) Mr. B. D. Asabe, Chairman		
(2) Mr. Girish Kudtarkar, Secretary		
(3) Mr. Vivek Bhalerao, Treasurer		

In the presence of Witness


- (1) D. R. Murthy
- (2) Bobby Mathew Nino


 
 Signature _____

Signed, Sealed and Delivered by the within named "PMC" through its Proprietor, and Principal Architect	Photograph	Signature
(1) Mr. Dilip Premji Sanghvi, Proprietor NOTED & REGISTERED Sr. No...6...5.....Page No...11..... Book No..1.....Date 2.12.2026		
(2) Mr. Sagar Dilip Sanghvi, Principal Architect BEFORE ME ASHC SABLE ADVOCATE B.A., LL.B. ROOM N. 23 AVT. OF INDIA SECTOR-5 NO 23, CBD BELAPUR, MUMBAI, MAHARASHTRA ARTMENT, MUMBAI, MAHARASHTRA		

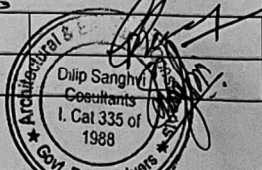
In the presence of Witness

- (1) Ankit Antani
- (2) Shankar Rathod


Signature _____


Signature _____

Vrindavan CHSL		
Dilip Sanghvi Consultants		


 Dilip Sanghvi Consultants
 I. Cat 335 of 1988
 Govt. Regd. Valuers