



Nilgiri Gardens

CO-OPERATIVE HOUSING SOCIETY LIMITED

Regd. No. NBOM/CIDCO/HSG(OH)/573/JTR/1997-98 DT. 15.12.97

Amra Marg, Uran Road, Sector-24, C.B.D. Belapur, Navi Mumbai - 400 614. Mob: 7045045980,
Website:- www.nilgirigardenschs.com / E-mail : nilgirigarden97@gmail.com

Ref.NG/RED/2025/421

Date: 29/11/2025

To,
M/s. Dimensions Architects Private Limited,
Plot No 99, Sector 08,
Near Sagar Vihar, Vashi,
Navi Mumbai 400703.

**Subject: Appointment of Project Management Consultant (PMC) for
Redevelopment of Nilgiri Gardens Co-operative Housing Society
Ltd.**

- Ref. 1. Your tender submission letter dated 18th August 2024
2. Our letter no.NG/GEN/2025/349 dated 21st October 2025
3 Your Revised Commercial Bid dated 17th November 2025.

Dear Sir/Madam,

We are pleased to inform you that in pursuance of the resolution passed in the Special General Body Meeting (SGM) of the members of Nilgiri Gardens Co-operative Housing Society Ltd., held on 23rd November 2025, and the resolution passed in Managing Committee Meeting held on 28/11/2025. The Society has decided to appoint your firm as the **Project Management Consultant (PMC)** for the proposed project of redevelopment of Nilgiri Gardens Co-operative Housing Society Ltd., situated at Amra Marg (Uran Road), Sector 24, CBD Belapur, Navi Mumbai 400614.

Your appointment is made based on your presentation given in the SGM and on the terms, conditions, scope of work, and payment schedule stipulated hereunder and on such other terms and conditions as specifically mentioned in tender documents submitted by you on 18th August 2024, amendments made

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2/22/2025



therein from time to time, revised scope work and the final price bid dated 17th November 2025 The Terms, conditions, scope of work, and payment schedule is more specifically mentioned in Appendix- I hereto. Appendix-I forms part and parcel of this letter.

The tender enquiry from us, your tender, all reference letters mentioned above and this letter shall be the sole repository of the contract. Kindly sign this letter as a token of your acceptance of the above appointment and terms & conditions in Appendix-I, being send to you in two sets and send back us original one set duly accepted and signed by you for our record.

Thanking you,
Yours faithfully,

For **Nilgiri Gardens Co-operative Housing Society Ltd.**

(Janardhan Deshmukh)

Honorary Secretary

(Manik Nalawade)

Honorary Chairman

Enclosure: Appendix-I

ACCEPTANCE

We hereby give our acceptance to the letter of appointment dated 29th November 2025 and all terms of conditions contained in the enclosed Appendix-I duly signed and sealed on each page.

Accepted and Agreed:

For **M/s. Dimensions Architect Pvt Ltd.**

Authorized Signatory

Name: *Udit Anand Nikam*

Designation: *Admin.*

Date: *1/12/2025*

Seal:





APPENDIX-I TO APPOINTMENT LETTER.

A. SCOPE OF WORK

PART I – SCOPE OF WORK (FEASIBILITY, PLANNING & APPROVAL PHASE)

1. Preparation of a **Feasibility Report** as per prevailing **UDCPR provisions** and Government regulations regarding utilization of **FSI / Premium FSI / TDR / Ancillary FSI**, recommending list of amenities, additional area, corpus fund, etc., and preparing rough building designs.
2. The report shall be explained to the Society and modified, if required, based on members' suggestions and within legal provisions.
3. Advising the Society on **draft tender documents**, suggesting modifications, and assisting the Committee in finalizing and floating tenders for Developer selection.
4. Attending **joint meetings** with shortlisted Developers/Builders and assisting the Society in finalizing the most suitable Developer.
5. Attending **Special General Meetings (SGMs)** as per Government Guidelines under **Section 79A of the MCS Act**.
6. Advising on the **Letter of Appointment and/or Letter of Intent** to be issued to the selected Developer.
7. Conducting **accurate plot survey** using instruments (Theodolite, Plane Table, etc.) to ascertain exact plot area.
8. Assisting and ensuring proper submission, scrutiny, and approval of all **building plans, layout, permissions**, and obtaining the **Commencement Certificate (CC)** by the Developer.
9. Assisting the Society in **registration of Development Agreement** and **Permanent Alternate Accommodation Agreements** with the Developer.

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PART II – SCOPE OF WORK (IMPLEMENTATION, CONSTRUCTION & HANDOVER PHASE)

1. Overall **coordination** with the Society and Developer on technical and financial aspects, and between all consultants and engineering disciplines.
2. Ensuring preparation and monitoring of **Project Program**, issuing **Monthly Progress Reports** showing actual vs. planned status.
3. Coordination between Society, Architect, Structural, MEP, and Environmental Consultants.
4. **Monitoring construction progress** and ensuring adherence to the agreed schedule.
5. Ensuring compliance with **safety norms** and statutory obligations.
6. **Strict supervision** of construction work to protect Society's interests.
7. **Quality control and specification compliance** at every stage.
8–12. Ensuring testing of materials, on-site laboratory facilities, verification of quality and storage, and compliance with approved tender specifications.

DAY-TO-DAY SITE SUPERVISION

The PMC shall deploy the following **minimum full-time qualified personnel** at site for day-to-day supervision and quality control on behalf of the Society:

Sr. No.	Designation	Qualification & Experience	Minimum Nos.
1	Civil Engineer	Graduate with min. 15 years' experience	2
2	Civil Supervisor	Graduate/Diploma with min. 7 years' experience	3
3	Electrical Engineer	Graduate with min. 7 years' experience	As required

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Sr. No.	Designation	Qualification & Experience	Minimum Nos.
4	Electrical Supervisor	Graduate/Diploma with min. 3 years' experience	As required

Penalty Clause:

Non-deployment of the above minimum site staff shall attract penalty of ₹1,00,000/- per month per Degree Engineer and ₹50,000/- per month per Supervisor.

END OF CONSTRUCTION STAGE

1. Ensuring that the Developer obtains **Completion Certificates** and **Occupancy Certificate (OC)** from competent authorities.
2. Ensuring that the Developer obtains **permanent service connections** (Water, Electricity, Gas, etc.).
3. Ensuring preparation of **"As-Built Drawings"** by the Developer.
4. Preparing a **Completion Report** at the end of the project.
5. Providing **technical assistance** for rectification of defects during the **Defect Liability Period (DLP)**.
6. PMC shall be involved in the process of handing over of DUs to members and shall ensure smooth handing over by the Builder.

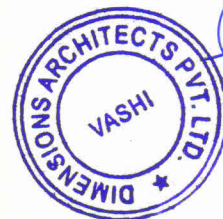
B. TERMS AND CONDITIONS

1. Effective Date

This Letter of Appointment shall become effective from the date the Letter of Appointment received by your firm.

2. Time Frame:

The PMC shall submit the **Feasibility Report within 30 (thirty) days** from the date of this appointment letter.





3. **Presentation:**

The PMC shall make a **detailed presentation** of the Feasibility Report before the **Special General Body Meeting (SGM)** whenever called for.

4. **Professional Conduct:**

The PMC shall **not approach or negotiate or make any commitments with any Developer/Builder** on behalf of the Society. The PMC shall only make suggestions to Society for reputed **Developers** to participate in the redevelopment process.

5. **Professional Fees Disbursement**

Your Professional Fees and Stage Payments payable by the Builder/ Developer for Part I and Part II set out here-below shall be against presentation of your Invoice / Progress. Valuation must be duly approved for payment by the Society's authorized representative. The Society, after due scrutiny and diligence, make request to Builder/Developer for settlement and release of payment. As such relevant clauses shall be incorporated in the Developer's Agreement.

6. **Decision-Making Authority:**

The PMC shall act solely as a **Consultant**. The **Society and its General Body** shall be the only competent authority to take decisions in all redevelopment matters.

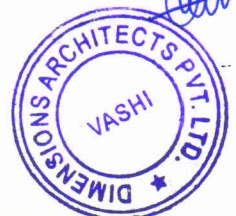
7. **Dispute resolution:**

Any dispute or difference whatsoever arising between the parties out of or relating to the scope of work, meaning, scope of work, operation or effect of this Appointment or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of **Arbitration and Conciliation Act, 1996 as amended from time to time**, Rules made thereunder and the award made in pursuance thereof shall be binding on the parties. The seat of Arbitration shall be within the territorial jurisdiction of Navi Mumbai Municipal Corporation and the language of arbitration shall be English.

8. **Termination:**

In the event of **non-performance, poor performance, or violation of any terms**, or found to be engaged with any illegal activities, or sign of any undue advantages/favour taken from the developer, the Society reserves

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the right to **terminate** this appointment by giving **one month's written notice**. On expiry of the notice period, the appointment shall be deemed cancelled, and payment shall be released only on a **pro-rata basis for work completed** till termination.

9. Liability:

The PMC shall exercise due professional diligence and ensure that the interests of the Society are always protected.

C. PROFESSIONAL FEES PAYABLE & STAGES OF PAYMENT

Part I – Pre-Construction Stage – Total professional fee payable is Rs 15,00,000.00/-

Sr. No.	Milestone	Payment (₹)	Remarks
1	On submission and acceptance of Feasibility Report	₹50,000/-	Payable from Society A/c
2	On receipt of Commencement Certificate of the Project	Balance amount as agreed in Part I of Financial Bid	Payable from the Society

Part II – Construction & Handover Stage - Total professional fee payable is Rs. 1,60,66,394.06/-

Sr. No.	Milestone	% of Fees (Part II)	Payable By
1	On completion of relocation of Society Members	20%	Payable from the Society
2	During construction period (on pro-rata basis with progress of work)	50%	Payable from the Society
3	On obtaining Occupancy Certificate	15%	Payable from the Society

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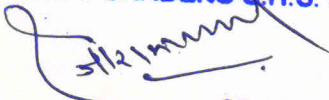
Sr. No.	Milestone	% of Fees (Part II)	Payable By
4	On completion of handing over of flats to all Society members	15%	Payable from the Society

Notes:

- a) GST as applicable shall be reimbursed to the PMC on submission of proof of payment to GST authorities.
- b) The Society shall pay only ₹50,000/- under Part I.
- c) The balance of Part I and Part II fees shall be paid by the Society from the payment received from the **Developer**. A suitable clause to this effect shall be incorporated in the **Tender Document to be prepared for engagement of Developer**.
- d) The Lump Sum Fees mentioned for both Part-I & Part-II are firm fixed without any price variation for what so ever reason. The period of Service of PMC depends on various factors from the start of PMC appointment to handing of completed DUs to Society members and completion of all aspects of redevelopment including the time required by the builder for all his scope of work.
- e) The EMD submitted by the appointed Project Management Consultant shall be treated as Security Deposit till all scope of work is complete and shall remain with the Society. The EMD cum Security deposit amount shall not bear any interest.

..... End of Appendix-I to appointment letter.....

FOR NILGIRI GARDENS G.H.S. LTD.


SECRETARY

FOR NILGIRI GARDENS G.H.S. LTD.


CHAIRMAN





DIMENSIONS
ARCHITECTS PVT LTD

INWARD NO 1403
RECEIVED ON 01/12/2025

BOARD RESOLUTION

Date: 29-11-2025

Place: Vashi

At the meeting of the Board of Directors of **Dimensions Architect Pvt. Ltd.** held on **29th November 2025** the following resolution was passed:

RESOLUTION

“RESOLVED THAT Mr. Udit Anand Nikam, holding the designation of Business Administration in the company, be and is hereby appointed and authorised to collect the Work Order from Nilgiri Gardens Co-operative Housing Society Ltd., on behalf of the company.

FURTHER RESOLVED THAT Mr. Udit Anand Nikam is authorised to sign, receive, acknowledge, and submit any documents, confirmations, or correspondences as may be required by the society for issuance and collection of the Work Order.

FURTHER RESOLVED THAT this authorisation shall remain valid until the Work Order is successfully collected and all related formalities are completed.”

For Dimensions Architect Pvt. Ltd.

Ar. Lena Gosavi

Managing Director

DIMENSIONS
ARCHITECTS PVT. LTD
ARCHITECTS PROJECTS MANAGERS
CA/94/17690

• HEAD OFFICE •

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