

[DRAFT]

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KANDIVLI MEDICAL ASSOCIATION,  
AND  
GREENZUP GROW PVT. LTD.**

This Memorandum of Understanding (“MoU”) is made and entered into on this 29<sup>th</sup> day of **2025**, by and between:

1. **KANDIVLI MEDICAL ASSOCIATION**, a registered NGO (Darpan: MH/2025/0672695) and a registered Charitable Trust bearing Registration number F-0025509(GBR) with The Office of Charity Commissioner Maharashtra State with the having its office at c/o DARSHAN HOSPITAL, S. V. ROAD, MALAD (WEST), MUMBAI-400064., represented by it’s Managing Trustee, Dr. Pankaj D Shah hereinafter referred to as “**Party 1**”,  
And
2. **GREENZUP GROW PVT. LTD. [CIN: U01100MH2021PTC357847]**, a company engaged in ecological plantation services, having its registered office at D/202, SAIPARBHAT COMPLEX NR. VASANT NAGRI GROUND, VASAI, MAHARASHTRA, MUMBAI-401208, represented by its Founder & Director, Mr. Ardip V. Rathod, hereinafter referred to as “**Party 2**”.

Collectively referred to as the “Parties” and individually as a “Party”.

## **1. BACKGROUND**

1.1 Party 1 has been allotted a plot of land by the Brihanmumbai Municipal Corporation (BMC) located at **Goraswadi Maidan, Goraswadi, Kandivli West** for the purpose of developing a Miyawaki-style urban forest vide letter **ASG/R/S/9592/WD /HA/JTO dated 27/06/2025**.

1.2 Party 1, will be partly funded by **GALAXY SURFACTANTS LTD.**, as part of its Corporate Social Responsibility (CSR) initiative. **GALAXY SURFACTANTS LTD.**, has agreed to fund the cost of plantation for the above-mentioned project.

1.3 Party 2 is a vendor engaged to execute the Miyawaki-style plantation project on the said land, including procurement of materials, labour, and post-plantation maintenance as per agreed deliverables.

## **2. OBJECTIVE**

The objective of this MoU is to define the roles, responsibilities, and financial arrangement between the three Parties for the successful implementation of the Miyawaki style plantation project, while ensuring Party 1 has no financial liability in the event of funding shortfall from **GALAXY SURFACTANTS LTD.**, and the execution of the project as per the timelines laid down by BMC in its letter **ASG/R/S/9592/WD /HA/JTO dated 27/06/2025**.

### 3. SCOPE OF WORK

#### 3.1 Party 1 (Kandivli Medical Association)

- Shall act as the coordinating and facilitating agency for the project.
- Shall receive CSR funds from **GALAXY SURFACTANTS LTD.**, and other donors and transfer the same to Party 3 upon receipt of valid invoice(s) and subject to the terms herein.
- Shall not bear any financial liability or responsibility for project execution unless and until funds are received from **GALAXY SURFACTANTS LTD.** and other donors.
- Shall provide the required access to the plot and coordinate with BMC/local authorities as necessary.
- **GALAXY SURFACTANTS LTD** Shall provide the agreed CSR funding to Party 1 for the project, amounting to ₹9,25,000 (Nine Lakhs Twenty-Five Thousand only), in the following tranches:
  - **Tranche 1:** ₹ 3,00,000/- Within 10 days of release of sanction letter or July 2025 whichever is earlier.
  - **Tranche 2:** ₹ 2,00,000/- After completion of 50% of the Plantation at Site or August 2025 whichever is earlier.
  - **Tranche 3:** ₹ 1,50,000/- After completion of 100% of plantation or December 2025 whichever is earlier.
  - **Tranche 4:** ₹ 1,50,000/- After submission of survival report of the plantation till February 2026 or February/ March 2026 whichever is earlier.
  - **Tranche 5:** ₹ 1,25,000/- After submission of final report along with survival rate – 95% minimum till June 2026 or June 2026 whichever is earlier.
- Shall ensure timely disbursement of received funds to avoid delays in project execution.
- Shall have the right to receive progress updates, photographs, and reports through Party 2.
- Shall make payments towards maintenance of the project, to Party 2 on receiving the invoice for the services for the month
- The predetermined monthly maintenance cost (inclusive of everything) has been capped to Rs.40,000/- per month (excluding GST), for a total period of 36 months, from the time of handing over the site after 100% Plantation

#### 3.3 Party 2 (GREENZUP GROW PVT. LTD)

- Shall execute the Miyawaki-style plantation on the allotted plot as per specifications agreed separately between Party 1 and Party 2.
- Shall adhere to all the conditions as laid down by BMC in its letter **ASG/R/S/9592/WD/HA/JTO dated 27/06/2025 (Annexure 1)**
- **Shall adhere to all the conditions as agreed upon by Party 1 and GALAXY SURFACTANTS LTD (Annexure 2)**
- Shall raise invoices to Party 1 in phases/stages as work progresses and as per agreed terms in **Annexure 2**. Separate Invoices will be issued for supply of saplings and supply of services as both of them are separate supplies.
- Shall commence work **only upon confirmation of fund availability from Party 1**, and shall not hold Party 1 liable for any delays caused due to non-receipt of funds from **GALAXY SURFACTANTS LTD.** and other donors.

#### 4. TIMELINES

- The tentative completion of plantation shall be within **30 days** from the date of commencement and within the timeline set as per the letter **ASG/R/S/9592/WD/HA/JTO dated 27/06/2025**, subject to weather and other unforeseen conditions.

#### 5. FINANCIAL SAFEGUARD

- Party 1 shall **not be held financially responsible or liable** for any payments to Party 2 unless and until the funds are received from **GALAXY SURFACTANTS LTD.** and other donors.
- All financial obligations toward Party 2 are contingent upon receipt of corresponding funds from **GALAXY SURFACTANTS LTD.** and other donors.
- Party 2 acknowledges and agrees that any expenditure incurred without fund confirmation from Party 1 shall be at its own risk.

#### 6. REPORTING & MONITORING

- Party 2 shall provide periodic updates to Party 1, who will consolidate and share reports with **GALAXY SURFACTANTS LTD.** and other donors and BMC as required.
- **GALAXY SURFACTANTS LTD.** and other donors or BMC may request site visits or audits with prior coordination through Party 1.

#### 7. INDEMNITY

During the term of the agreement between Party 1 and Party 2:

- Party 2 shall have full responsibility for the day-to-day care, maintenance, and upkeep of the **JAY HIND Urban Forest**, including the prevention of any unauthorised use, encroachment, or damage.
- Each party shall be solely responsible for its own acts, omissions, and liabilities. Neither Party 1 nor Party 2 shall be held liable for any acts, defaults, or negligence of the other, and each party agrees to indemnify and hold the other harmless against any claims, losses, or damages arising therefrom.
- Any medical conditions, mishaps, accidents, injuries, or any other situation or condition—whether directly or indirectly arising from work on the project—including related attention, treatment, expenses, and services, shall be entirely the liability of Party 2 with respect to its personnel, contractors, or representatives.

[DRAFT]

[DRAFT]

## 8. TERM AND TERMINATION

- This MoU shall remain valid until the completion of the plantation project or 3 years from the date entering into this MoU or mutual agreement for early termination.
- Any Party may terminate this MoU with **90 days' written notice**, provided that any pending financial commitments already transferred shall be honoured.

## 9. MISCELLANEOUS

- This MoU is a legally binding contract of service but is intended to record mutual understanding and good faith intentions.
- Any disputes arising out of this MoU shall be amicably resolved through mutual discussion and, if unresolved, be subject to jurisdiction of the courts at Mumbai.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the date first written above.

### For **KANDIVLI MEDICAL ASSOCIATION**

Signature: \_\_\_\_\_  
Name:  
Designation:  
Date:

### For **GREENZUP GROW PVT. LTD.**

Signature: \_\_\_\_\_  
Name:  
Designation:  
Date:

### WITNESS 1

Signature: \_\_\_\_\_  
Name:  
Date:

### WITNESS 2

Signature: \_\_\_\_\_  
Name:  
Date:

### List of Annexures:

1. BMC Letter: **ASG/R/S/9592/WD /HA/JTO dated 27/06/2025**
2. CSR Documentation between **KANDIVLI MEDICAL ASSOCIATION and GALAXY SURFACTANTS LTD**

# GREENZUP GROW PRIVATE LIMITED

---

REGD. OFFICE : D/202, SAIPARBHAT COMPLEX NR. VASANT NAGRI GRD VASAI MUMBAI CITY,  
 MAHARASHTRA, MUMBAI-401208 IN, E MAIL: [greenzupgrow@gmail.com](mailto:greenzupgrow@gmail.com), Cell : +91 93703 35459

---

S

Sr. No.	Expense Head	Amount (₹)
1	Caretaker Salary	22000
2	Drip System Operation & Repair	5000
3	Organic Fertilizer & Mulching	3000
4	Transportation	2500
5	Supervision & Reporting	5000
6	Unseen/Unforeseen Expenses	2500
	<b>Total</b>	<b>40000</b>

Description
Full-time site caretaker – watering via drip, cleaning, plant care
Electricity, pipe fixes, filter cleaning, etc.
Vermicompost, mulch for plant health
Travel for material movement, local transport needs
Field visits, geo-tagging, monitoring, survival check
Tools, pipe breakage, soil additives, ad hoc repairs

139  
vld

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Garden Department**

ASG/R/S/3592/WO/HA/PTO  
27/06/2025

Office of Asstt. Commissioner R/South  
M.G. Road No. 2, Kandivli West  
Mumbai-400067

**To.**

**Shri Dipesh Savla**

**Kandivli Medical Association**

Milap Apt. , Opp. Milap Cinema

S.V.Road , Malad West.

Mumbai-400064

**Sub :-** Permission for planting of trees by Miyawaki Method at Goraswadi maidan , Kandivali (West) in R/South Ward.

**Ref :-** Your Letter dt. 18.06.2025

With reference to your application for the development of a Miyawaki forest on BMC plot Goraswadi Maidan , Goraswadi, Kandivli West and its maintenance for a period of 3 years . This office is pleased to grant you permission to proceed with the project on said plot subject to following terms and conditions.

**Development Terms:**

**1. Development Plan:**

Plot area of not more than 1000 sq.m. to be utilized for plantation. A detailed development plan shall be submitted by you on priority. Any changes to the plan must be pre-approved by BMC.

**2. Project Timeline:**

The forest development, including the planting of indigenous saplings, must be completed within 01 month from the date of this letter. All material, equipment, manpower required for plantation shall be arranged at your level.

No any construction/ temporary structure shall be erected/ constructed at the subject mentioned site. Regular progress reports must be submitted during this period.

**3. Approval of Work Requests:**

All major work related to landscaping, digging, and other civil activities required for the development must be approved in advance by the Assistant Superintendent of Gardens (R-South) to ensure compliance with municipal regulations.

**4. Plant Selection and Plantation Process:**

The choice of plant species must align with local environmental conditions and should focus on native species to promote biodiversity. The planting process must be completed in phases to ensure successful growth.

**Maintenance Terms:**

**1. Maintenance Period:**

You shall be responsible for the maintenance and upkeep of the Miyawaki forest for a minimum period of 3 years post-plantation. During this time, you must ensure regular watering, pruning wherever required, and necessary care for the plants.

**2. Periodic Reports:**

Quarterly reports detailing the condition of the forest, plant growth, and any issues encountered must be submitted to the Assistant Superintendent of Gardens (R-South) for monitoring purposes.

**3. Maintenance Budget:**

All costs related to the development and maintenance of the Miyawaki forest, including irrigation, pest control, and soil enrichment, will be borne by Kandivli Medical Association

#### **4. Post-Maintenance Handover:**

After the initial 3-year maintenance period, you shall submit a proposal for continued maintenance or handover the responsibility to the Brihanmumbai Municipal Corporation, subject to mutual agreement.

#### **General Conditions:**

##### **1. Public Accessibility:**

The developed forest area must remain accessible to the general public and should not be used for any commercial purposes. Any events or educational programs conducted within the forest area must be pre-approved by the Municipal Corporation.

##### **2. Environmental Standards:**

All development and maintenance activities must comply with environmental standards set by the Brihanmumbai Municipal Corporation. Proper care should be taken to ensure that no damage occurs to the surrounding ecosystem during development and maintenance.

##### **3. Accountability for Damages:**

Kandivli Medical Association will be held accountable for any damage caused to the existing playground, its underground utilities if any or its infrastructure during the development and maintenance of the Miyawaki forest. Any damages must be repaired at the foundation's expense.

##### **4. Termination of Permission:**

This permission is subject to compliance with the above terms and conditions. Failure to adhere to these conditions may result in the revocation of this permission. BMC reserves the rights to revoke the permission at any time

We look forward to the successful completion of this project, which will contribute significantly to environmental conservation and provide a green space for the local community.

Yours Faithfully,

*MBGalm*  
*26-5-2025*

**Asstt. Commissioner (R/South)**



Galaxy Surfactants Ltd.

03<sup>rd</sup> July 2025

Dr. Saurabh Dani  
General Secretary – Kandivali Medical Association  
Darshan Orthopedic & Surgical Clinic Milap Apt,  
Opp. Milap Cinema, S.V. Road,  
**Malad (W) Mumbai- 400064**

Dear Dr. Saurabh,

**Sub: Sanctioning Support under our CSR Project “Paryavaran Suraksha”**

**Ref: Your Proposal dated 30<sup>th</sup> June 2025**

We are pleased to sanction an amount of **Rs 9,25,000/-** (Rupees Nine Lakhs and Twenty Five Thousand only) – 100% of the entire project cost.

The sanction will be for the following support:

1. Plantation of 5,000 saplings at your center at Kandivali Medical Association, Kandivali
2. Maintenance of 5,000 saplings till June 2026 with survival rate of minimum 95%

Any cost overrun above the sanction amount will be borne by your organization.

Kindly return the duplicate copy, duly signed and stamped.

Thanking you.

**Cordially Yours,  
For Galaxy Surfactants Ltd.**

**Col. Amarjeet Das (Retd)  
Head - CSR**

Factory Address:  
Plot No. V-23 MIDC, Taloja  
& Plot No. 1, Village: Chal  
Near Taloja Ind. Area,  
Tal : Panvel, Dist. Raigad.  
Ph: +91-22-39215300 / 39545100  
Fax: +91-22-27411701 / 27411702

Regd. Office:  
C-49/2, TTC Industrial Area, Pawne,  
Navi Mumbai – 400 703, India.  
CIN No. U39877MH1986PLC039877  
Ph : +91-22-65134444 / 27616666  
Fax : +91-22-27615883 / 27615886  
E-mail : galaxy@galaxysurfactants.com  
Website : www.galaxysurfactants.com