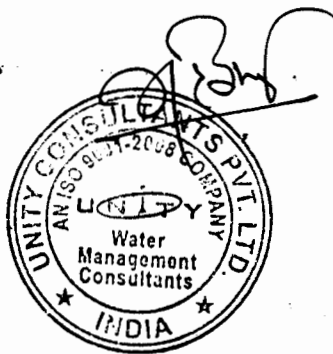
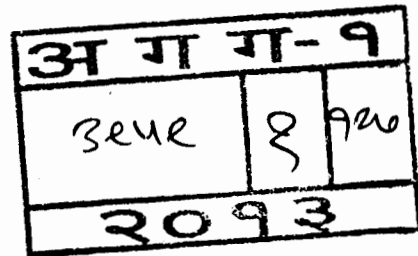


Agreement

Providing Independent Engineering Consultancy Services

For

Aurangabad City Water Supply Project



For Aurangabad City Water Utility Company Ltd.

[Handwritten Signature]
Director / Authorised Signatory

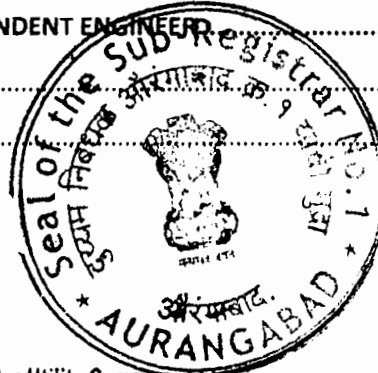
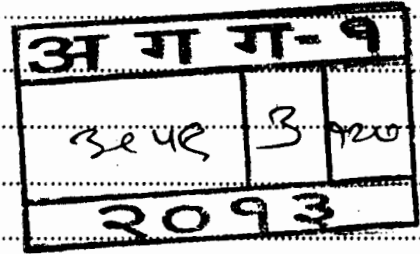
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**COMMISSIONER
Municipal Corporation
Aurangabad**



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For Aurangabad City Water Utility Company Ltd.

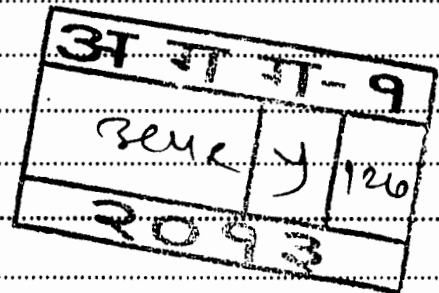
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Director / Authorised Signatory

[Handwritten Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



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For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



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For Aurangabad City Water Utility Company Ltd.
[Signature]
 Director / Authorised Signatory

COMMISSIONER
Municipal Corporation
Aurangabad
[Signature]



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LATUR URBAN CO-OP
BANK LTD.,
KHADKESHWAR AT
AURANGABAD

भारत 72686
147258

SPECIAL
ADHESIVE
महाराष्ट्र
AUG 23 2013



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D-5/STP(V)/C.R.1036/05/09/1339-42/09

Rs. 0185500/- PB6854

INDIA STAMP DUTY MAHARASHTRA

Nature of Document : Agreement
 Registrable / Not Registrable / Non Registrable If Registrable Name of S.R.O. f
 File No. 72686
 Property Description in brief Village _____ Tal. _____ S.R.No. / C.T.No. _____ Area _____
 Consideration Amount Rs. 18,51,66,908/-
 Stamp Purchaser's Name : Unity Consultants P.Ltd. Pune
 Name of the Other Party : Commissioner, AMC, Aurangabad
 If Through Name & Address : Mahesh Pathak
 Stamp Duty Amt. : (In words) 185500/-

 The Latur Urban Co-Op. Bank Ltd, Latur Branch Khadkeshwar, Aurangabad.



(Handwritten signatures)

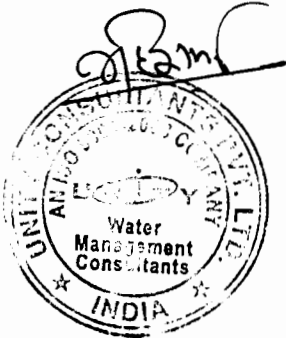
AGREEMENT TO WORKS CONTRACT

Independent Engineer for the Project - Aurangabad City Water Supply Project in Aurangabad Municipal Corporation

उमट मुद्रांक प्रतिक्रिया अल्पा कालांतर लेप्य खाली तपासले व एस.एम.एस./संबंधित प्रतिक्रिया अधिकार्याशी दुरुध्वनीवरून संपर्क साधून मेळ नसल्याबाबत आढळून आल्याबाबत सहा. दुय्यम निबंधक क्र. 2 अ. 1 अ. 1

This Agreement (hereinafter called the "Agreement") is made on the 23rd day of the August month of 2013 year, between, Aurangabad Municipal Corporation (AMC) represented by Municipal Commissioner(hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires, include its administrators, successors and assignees), Aurangabad City Water Utility Company Ltd (ACWUCL), a SPV (Special Purpose Vehicle) formed for the project, a company incorporated under the Companies Act, 1956 and having its registered office at 206, Marthanda Building, Above Canara Bank, Dr. Annie Besant Road, Worli Naka, Mumbai, India, (hereinafter referred to as "Concessionaire", which expression shall, unless the context otherwise requires, include its successors and permitted assignees) of the FIRST PART (shall also be termed as "Client" for this agreement);and on the other hand, M/s. Unity

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For Aurangabad City Water Utility Company Ltd.

(Handwritten signature)
Director / Authorised Signatory

(Handwritten signature)
COMMISSIONER
Municipal Corporation
Aurangabad



For Aurangabad City Water Utility Company Ltd.

Arundhanale
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad

[Signature]



Customer Copy

Deposit Br. Date : 23/8/13

Pay to : The Latur Urban Co.Op.
Bank Ltd, Latur
STAMP FR. NO

Franking Value	Rs.	185500
Service Charges	Rs.	10/-
Total	Rs.	185510

Rupees (in words) One Lakh
Eighty Five Thousand
Five Hundred and Ten Only

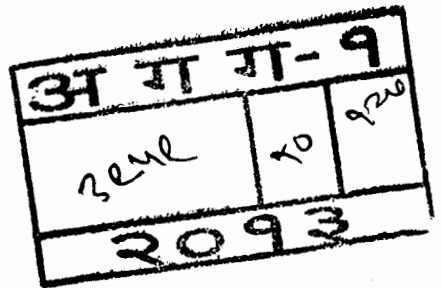
Name of Stamp duty paying party:
Unity Consultants
P. Latur

Paid By: Mahesh Bank
83 AUG 2013

DD/Cheque No. _____
Drawn on Bank _____

(For Bank Use Only)

Tran ID _____
Franking Sr. No. *2*
Officer _____

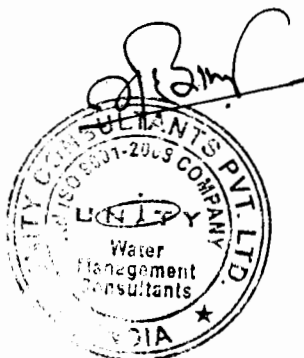
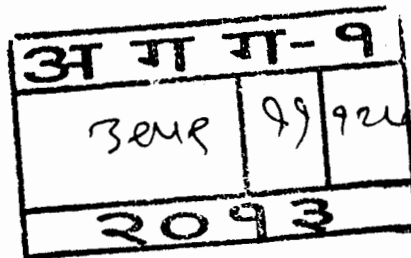
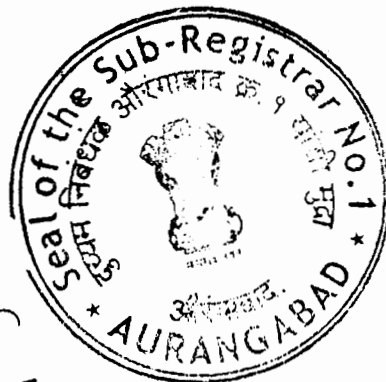


Consultants Pvt. Ltd. Pune, represented by Mr. Mahesh P. Pathak, Chairman & Managing Director, having their office at 7 Raghuvansh Apartments, Plot no. 78, Mayur Colony, Kothrud, Pune 411038, India, of the **SECOND PART** (hereinafter referred to as the **"Independent Engineer"**), which expression shall, unless the context otherwise requires, include its successors/ successors in business and permitted assignees and substitutes)

AND

WHEREAS

- (A) AMC has launched a Parallel Pipe Water Supply Scheme for the year 2038, sanctioned in the year 2009 under the Urban Infrastructure Development Scheme for Small and Medium Towns ("UIDSSMT") programme of Ministry of Urban Development (the "MoUD"). The Project has two sub-components: (i) Building a new bulk water transmission pipeline with a water treatment plant; and (ii) Refurbishment of an existing distribution system in the city, in the manner, and to the extent set forth in Concession Agreement.
- (B) In seeking to fulfill its statutory obligations under the Bombay Provincial Municipal Corporations Act 1949, and pursuant to section 66A of the said Act, AMC intends that the Project be undertaken with private sector participation on a public private partnership basis and has passed a General Body resolution vide subject number 554 dated August 18, 2009, among other things, to confirm such intention.
- (C) On September 10, 2009, AMC initiated a competitive bidding process in accordance with Applicable Law. On April 08, 2011, the SPML Infra Limited and VA-Tech Wabag and National Water and Sewerage Corporation ("Consortium") was selected as the "Preferred Bidder" to implement the Project and accordingly the Consortium, being the Preferred Bidder, incorporated the Concessionaire as a special purpose company to implement the Project.
- (D) Standing Committee has given approval in their meeting vide its resolution number 213, dated 22/03/2011 to the preferred bidder hereafter called as Concessionaire.
- (E) During the bidding process for the present work and as per executed Concession Agreement signed by AMC and Concessionaire, M/s. **Unity Consultants Pvt. Ltd, Pune** has been appointed as the **Independent Engineer** and the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:



For Aurangabad City Water Utility Company Ltd.

Mahesh Pathak
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



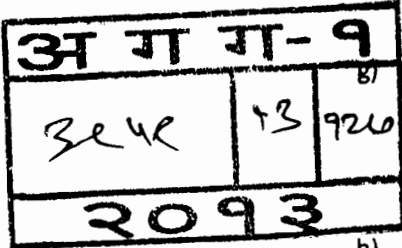
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1. General

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Additional Costs" shall have the meaning set forth in Clause 6.1.2;
- b) "Agreement" means this Agreement, together with all the Annexes;
- c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- d) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time
- e) "Authority" means Aurangabad Municipal Corporation (AMC) represented by Municipal Commissioner, which expression shall include their respective successors and permitted assigns, unless the context otherwise requires, include its administrators, successors and assignees
- f) "Client" means both , the Authority (Aurangabad Municipal Corporation-AMC) and Concessionaire (ACWUCL) for the purpose of the this Independent Engineer's agreement



"Concession Agreement or CA" shall mean the concession agreement entered into on 22nd September, 2011 between AMC of the first part and Aurangabad City Water Utility City Limited (ACWUCL) of the second part for the project referred to in Recital A;"

- h) "Concessionaire" shall mean Aurangabad City Water Utility Company Limited (ACWUCL);
- i) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- j) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- k) "Dispute" shall have the meaning set forth in Clause 9.2.1;
- l) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- m) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;



For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER [6]
Municipal Corporation
Aurangabad
[Signature]



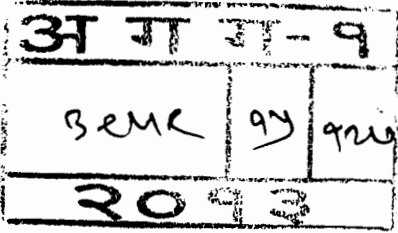
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- n) "Government" means the Government of India/ Government of Maharashtra ;
- o) "INR, Re. or Rs." means Indian Rupees;
- p) "Member", in case the Independent Engineer consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- q) "Party" means the Authority, Concessionaire or the Independent Engineer, as the case may be, and Parties means all three of them;
- r) "Personnel" means persons hired by the Independent Engineer or by any Sub-Independent Engineer's employees and assigned to the performance of the Services or any part thereof;
- s) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India and at Aurangabad;
- t) "Services" means the work to be performed by the Independent Engineer pursuant to this Agreement, as described in the Terms of Reference hereto;
- u) "Third Party" means any person or entity other than the Government, the Authority, the Concessionaire, and the Independent Engineer.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Concession Agreement.

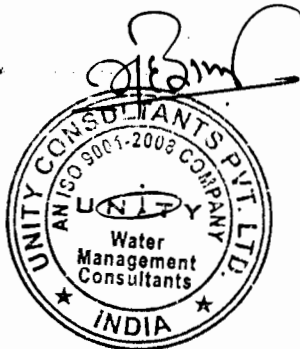
1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) This Agreement;
- b) Concession Agreement (CA);
- c) Letter of Award.



1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority, concessionaire and the Independent Engineer. The Independent Engineer shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.



For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Independent Engineer shall be as set forth in the Agreement, in particular:

- a) the Independent Engineer shall carry out the Services in accordance with the provisions of the Agreement; and
- b) The Authority and Concessionaire shall make payments to the Independent Engineer in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Aurangabad shall have exclusive jurisdiction at Aurangabad, Maharashtra only, over matters arising out of or relating to this Agreement.

1.5 Language

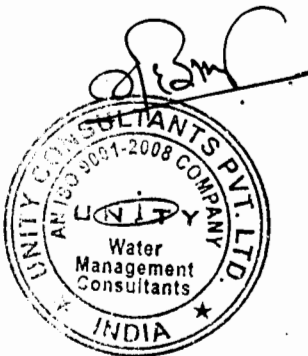
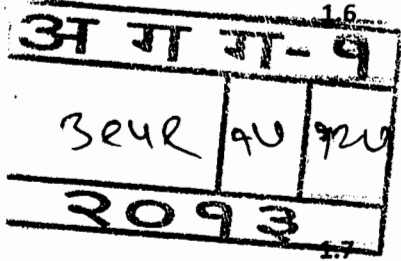
All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English and/or marathi language.

1.6 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery at the address set out below; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.



For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
**COMMISSIONER
Municipal Corporation
Aurangabad**



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If to AMC

The Commissioner

Aurangabad Municipal Corporation, Town Hall, Aurangabad-431001.

Maharashtra-India.

Ph- +91 240 2331194, Fax- +91 240 2331213

E Mail : contact@aurangabadmahapalika.org

If to Concessionaire

Shri. Shreerang Deshpande

Project director

Aurangabad City Water Utility Company Ltd. (ACWUCL),

Plot No-01, Sector C-5, Town Centre, near Provident Fund Office, N-1,
CIDCO,

Aurangabad-431003

Ph/ Tel Fax: +91 240 6655000

E Mail: shreerang.deshpande@utility.esselgroup.com

If to The Independent Engineer

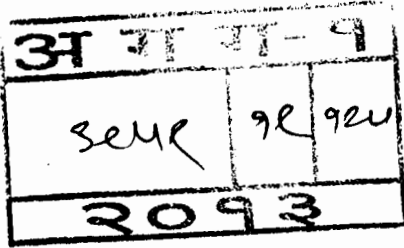
Mr. Mahesh Pathak

Chairman & Managing Director, Unity Consultants Pvt. Ltd. 07, Raghuvansh
Apts, Plot No-78, Mayur Colony, Kothrud, Pune-411038. Maharashtra-India

Tel: +91 20 25467788

Fax: +91 20 25668878

Email: mahesh.pathak@unitycpl.com, admin@unitycpl.com



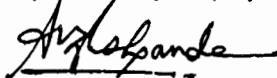
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Location

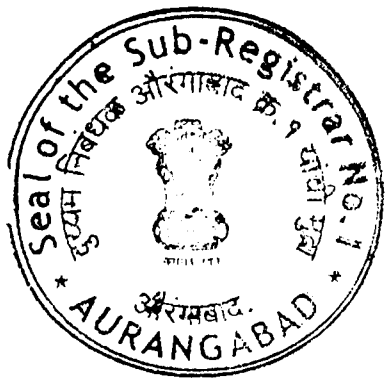
The Services shall be performed at the site of the Project in accordance with the scope of work as specified in Terms of Reference (the "TOR") at Annex-1 of this Agreement and at such locations as are incidental thereto, including the offices of the Independent Engineer.



For Aurangabad City Water Utility Company Ltd.


Director / Authorised Signatory


COMMISSIONER
Municipal Corporation
Aurangabad



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1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Independent Engineer, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be: **Commissioner, Aurangabad Municipal Corporation, Aurangabad**

1.9.3 The Independent Engineer may designate one of its employees as Independent Engineer's Representative. Unless otherwise notified,

The Independent Engineer's Representative shall be:

Mr. Mahesh Pathak,

Chairman & Managing Director, Unity Consultants Pvt. Ltd.

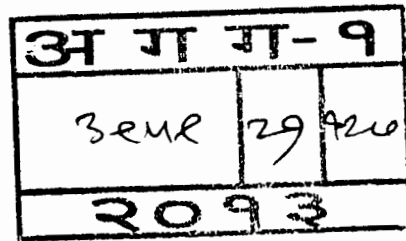
Tel: +91 20 25467788

Fax: +91 20 25668878

Email: mahesh.pathak@unitycpl.com, admin@unitycpl.com

1.10 Taxes and duties

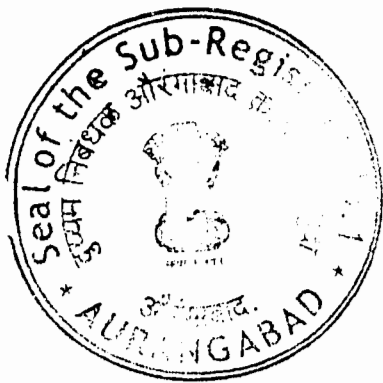
Unless otherwise specified in the Agreement, the Independent Engineer shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the authority shall perform such duties in regards to the deduction of such taxes as may be lawfully imposed on it.



For Aurangabad City Water Utility Company Ltd.

M. Mahesh Pathak
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad
[Signature]



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2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Independent Engineer shall commence the Services within a period of 7 (seven) days from the date of the agreement/Effective Date, unless otherwise communicated by the authority.

2.3 Termination of Agreement for failure to commence Services

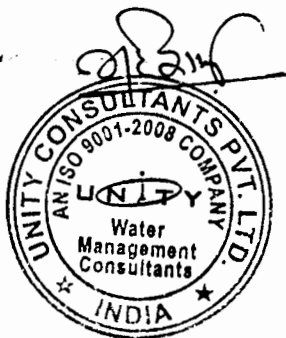
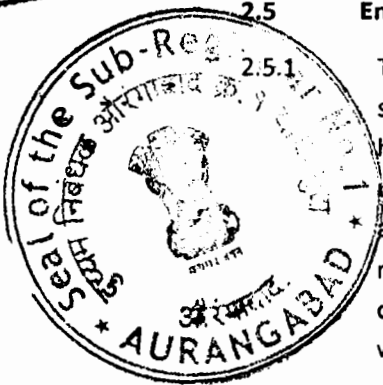
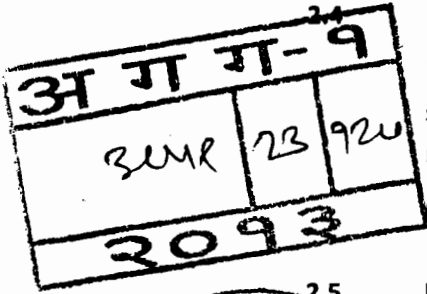
If the Independent Engineer does not commence the Services within 07 days the period specified in Clause 2.2 above, the Authority may, by giving 15 days notice to the Independent Engineer, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Independent Engineer shall stand forfeited.

Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the authority, expire upon the expiry of 36 (Thirty Six) months or till the completion of the construction and rehabilitation period of the project whichever is later.

2.5 Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Independent



For Aurangabad City Water Utility Company Ltd.

Director / Authorised Signatory

COMMISSIONER
Municipal Corporation
Aurangabad



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Engineer arising out of the provisions of the Concession Agreement shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of the Concession Agreement shall apply.

2.6 Modification of Agreement

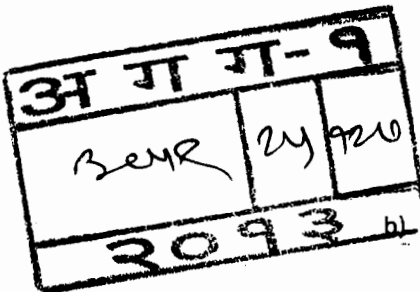
Modification / Additions of the terms and conditions of this Agreement, including any modifications / additions in the scope of the Services, and the fees to be charged thereof may only be made by written agreement between the Parties by mutual consent of all the parties subject to other provisions of this agreement pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

2.7 Force Majeure

2.7.1 Definition

a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.



No breach of Agreement

The failure of any Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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2.7.3 **Measures to be taken**

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Parties of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 **Extension of time**

Any period within which any Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. Any such time period required for completion of such action or task shall be as per the directions of Authority. The parties herein agree that there shall be no extra compensation / fees payable to Independent Engineer for the extended period due to Force Majeure only.

2.7.5 **Payments**

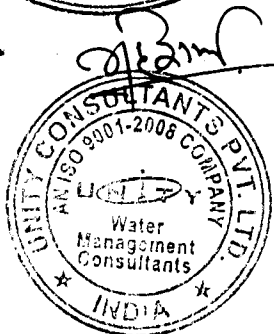
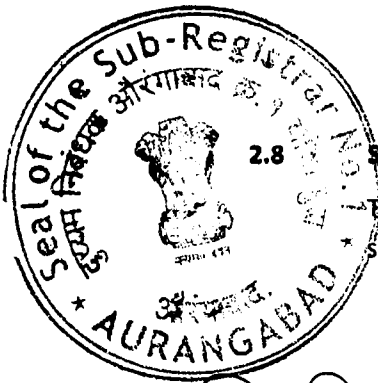
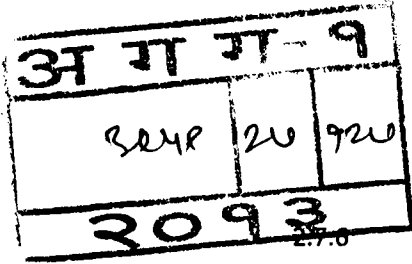
During the period of its inability to perform the Services as a result of an event of Force Majeure, the parties herein shall mutually agree upon the remuneration pursuant to Section 6 hereof of services satisfactory perform by the Independent Engineer prior to the effective date of force measure. The Authorities decision shall be final and binding on the parties to this agreement.

Consultation

Not later than 30 (thirty) days after the Independent Engineer has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 **Suspension of Agreement**

The Authority may, by written notice of suspension to the Independent Engineer, suspend all payments to the Independent Engineer hereunder if the Independent



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Engineer shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Independent Engineer to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Independent Engineer of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Independent Engineer, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Independent Engineer fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Independent Engineer becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Independent Engineer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Section 9 hereof;
- d) the Independent Engineer submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Independent Engineer knows to be false;
- e) as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- f) the authority, in its sole discretion and with reasons mentioned whatsoever decides to terminate this agreement.
- g) If the consultant, in the judgment of the authority has engaged incorrupt or fraudulent practices incompetent or in executing the contract. For the purpose of this clause:

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"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practice among consultants (prior to after submission of proposals) designed to established prices at artificial non-competitive level and to deprive the borrower of the benefits of free and open competition.

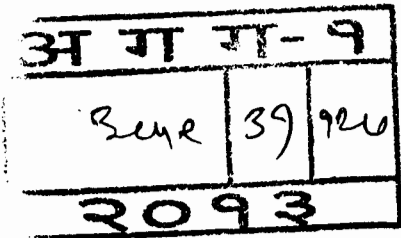
h) Concessionaire represents to authority that the Independent Engineer is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, the authority may terminate this contract.

2.9.2

By the Independent Engineer

The Independent Engineer may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

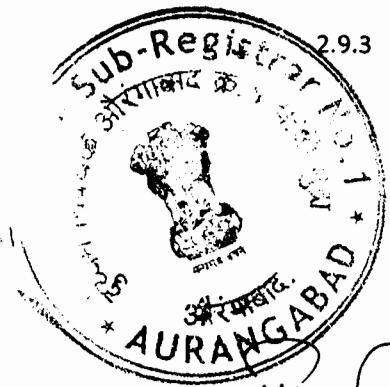
- the Authority fails to pay any money due to the Independent Engineer pursuant to this Agreement and not subject to dispute pursuant to Section 9 hereof within 45 (forty five) days after receiving written notice from the Independent Engineer that such payment is overdue;
- the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Independent Engineer may have subsequently granted in writing) following the receipt by the Authority of the Independent Engineer's notice specifying such breach;
- as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.



2.9.3

Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or



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which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Independent Engineer's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Independent Engineer's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Independent Engineer shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Independent Engineer and equipment and materials furnished by the Authority, the Independent Engineer shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Independent Engineer (after offsetting against these payments any amount that may be due from the Independent Engineer to the Authority):

- (i) remuneration pursuant to Section 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Section 6 hereof for expenditures actually incurred prior to the date of termination. Bills for reimbursement hereunder may be submitted along in original supporting materials, along with a Statement of Expenses, duly certified by the Authorised Representative; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (h) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Independent Engineer's personnel.

Disputes about Events of Termination

- 1. When dispute arises between the parties, then parties should sit together and should take reasonable efforts to resolve the dispute amicably as per



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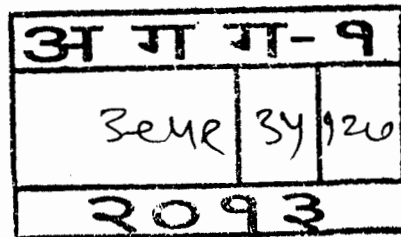
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clause 9.1. If parties fails to settle the dispute amicably, then either party refer the matter to arbitration as per agreement clause 9.4.

2. If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 45 (Forty Five) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



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3. OBLIGATIONS OF THE INDEPENDENT ENGINEER

3.1 General

3.1.1 Standards of Performance

The Independent Engineer shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Independent Engineer shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Independent Engineer is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Independent Engineer shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

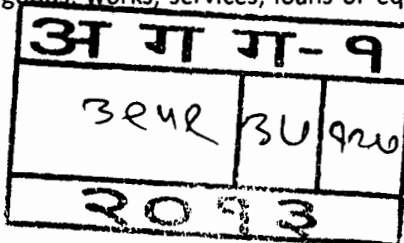
The Independent Engineer shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any of the associates, as well as the Personnel and agents of the Independent Engineer comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Independent Engineer shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Independent Engineer and Affiliates not to be otherwise interested in the Project

The Independent Engineer agrees that, during the term of this Agreement and after its termination, the Independent Engineer or any Associate thereof and any entity affiliated with the Independent Engineer, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from



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or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of Two years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Independent Engineer shall include a partner in the Independent Engineer's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Independent Engineer, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

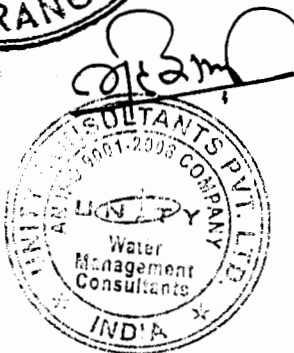
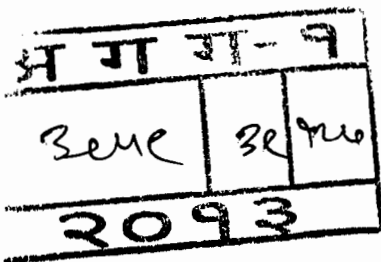
Neither the Independent Engineer nor the Personnel of the Independent Engineer shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or

3.2.4 Independent Engineer not to benefit from commissions discounts, etc.

The remuneration of the Independent Engineer pursuant to Section 6 hereof shall constitute the Independent Engineer's sole remuneration in connection with this Agreement or the Services and, subject to clause 3.2.5 hereof, the Independent Engineer shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Independent Engineer shall use their best efforts to ensure that of the personnel and agents, similarly shall not receive any such additional remuneration.

The Independent Engineer, as part of the services, have the responsibility of advising the authority of the procurement of goods, works or services, the Independent Engineer shall comply with any applicable procurement guidelines of the authority and or associate banks or of the association, as the case may be, and the other funding agencies and shall at all times exercise such responsibility



For Aurangabad City Water Utility Company Ltd.

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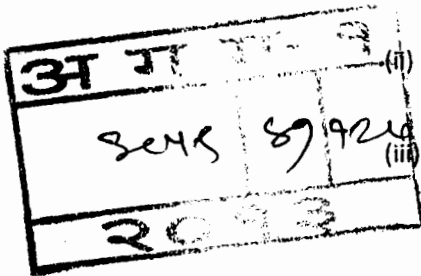
in the best interest of the authority. Any discounts or commissions obtained by the Independent Engineer in the exercise of such procurement responsibility shall be for the account of the authority.

3.3 Confidentiality

The Independent Engineer, and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement or Concession Agreement whichever is later disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Independent Engineer, and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Independent Engineer is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Independent Engineer, and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Independent Engineer and its Personnel becomes a part of the public knowledge from a source other than the Independent Engineer, its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Independent Engineer, its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Independent Engineer or its Personnel as is reasonable under the circumstances; provided, however, that the Independent Engineer or its Personnel as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.



For Aurangabad City Water Utility Company Ltd.

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3.4 Liability of the Independent Engineer

3.4.1 The Independent Engineer's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Independent Engineer's liability towards the Authority

The Independent Engineer shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Independent Engineer or on the part of any person or firm acting on behalf of the Independent Engineer in carrying out the Services, the Independent Engineer, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Independent Engineer may be entitled to receive from any insurance maintained by the Independent Engineer to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

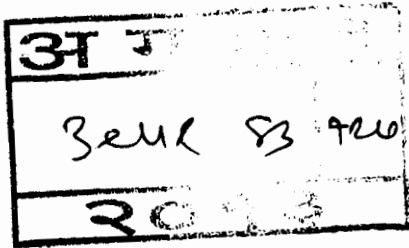
(iii) The policy should be issued only from an Insurance Company operating in India

(iv) The policy must clearly indicate the limit of indemnity in terms of "Any one Accident" (AOA) and "Aggregate limit on the policy period" (AOP).

(v) If the Independent Engineer enters into an agreement with the Authority in a joint venture or "in association", the policy must be procured and provided to the authority by the joint venture / in association entity and not by the individual partners of the joint venture / association.

(vi) The contract may include a provision whereby the Independent Engineer does not cancel the policy midterm without the consent of the authority. The insurance company may provide an undertaking in the regard.

This limitation of liability specified in Clause 3.4.3 shall not affect the Independent Engineer's liability, if any, for damage to Third Parties caused by the Independent Engineer or any person or firm acting on behalf of the Independent Engineer in carrying out the Services subject, however, to a limit equal to agreement value.



For Aurangabad City Water Utility Company Ltd.

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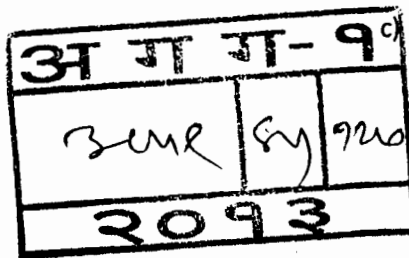
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3.4.5 Professional liability Insurance may be accepted initially for one year which shall be extended annually till the completion of construction and rehabilitation period. Professional liability insurance shall be uniformly taken for a period as agreed in clause 2.4.

3.5 Insurance to be taken out by the Independent Engineer

3.5.1

- a) The Independent Engineer shall, for the duration of this Agreement, take out and maintain at its own cost, on the terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as specified in the Agreement and in accordance with good industry practice.
- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Independent Engineer shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premiums have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.



If the Independent Engineer fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Independent Engineer, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Independent Engineer, and the Independent Engineer shall be liable to pay such amounts on demand by the Authority.



- d) Except in case of third party liabilities, the insurance policies so procured shall mention the authority as the beneficiary of the Independent Engineer and the Independent Engineer shall procure an undertaking from the insurance company to this effect;

The Parties agree that the risks and coverage shall include but not be limited to the following:

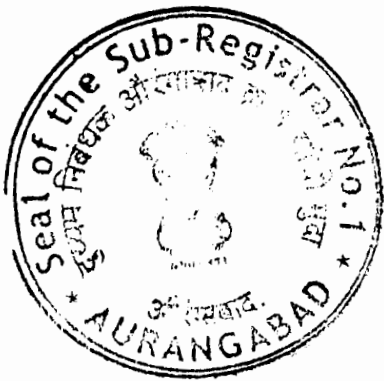
- a) Third Party liability insurance as required under Applicable Laws;



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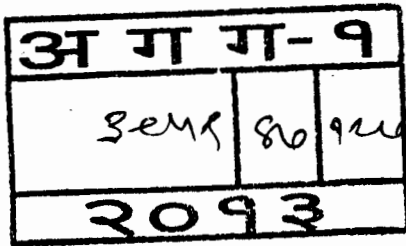
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- b) employer's liability and workers' compensation insurance in respect of the Personnel of the Independent Engineer, in accordance with Applicable Laws as well as with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- c) Professional liability insurance for an amount not less than the Agreement Value.
- d) Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the consultants or their personnel or any sub-consultants or their personnel for the period of consultancy.
- e) Insurance against lost of or damage to (i) equipment purchased in whole or in part with funds provided under this agreement, (ii) the Independent engineer's property used in the performance of the services, and (iii) any documents prepared by the Independent Engineer in the performance of the services.

3.6 Accounting and inspection of Accounts

The Independent Engineer shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with standard accounting procedures and / or the applicable laws within the project area and in such form and detail as will clearly identify all relevant charges and cost, and the basis thereof; and
- b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof. .
- c) shall permit the authority to inspect the Independent Engineer's accounts and records relating to the performance of the Independent Engineer and to
- c) provide the audited statement duly signed and certified by the CA to the authority as and when required by the authority.



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3.7 Independent Engineer's actions requiring the Authority's prior approval

The Independent Engineer shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Personnel as are listed in Annex-2.
- b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the associates and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Independent Engineer shall remain fully liable for the performance of the Services by the associates and its Personnel pursuant to this Agreement; and
- c) any other action that is specified in this Agreement.
- d) taking any action under a civil works contract designating the Independent Engineer as "Engineer", for which action, pursuant to such civil works contract, the written approval of the authority "employer" is required.

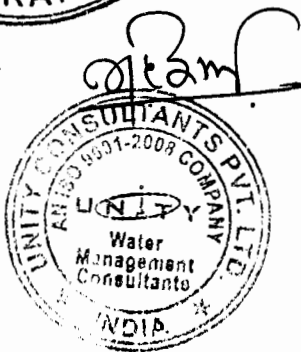
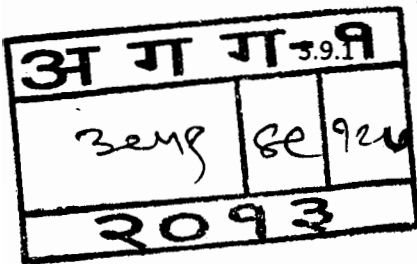
3.8 Reporting obligations

The Independent Engineer shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Independent Engineer to be property of the Authority

All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Independent Engineer, (or by any Third Party) in performing the Services shall become and remain the property of the authority, and all intellectual property rights in such Consultancy Documents shall vest with the authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Independent Engineer agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Independent Engineer.

The Independent Engineer shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority and



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Concessionaire all together with a detailed inventory thereof. The Independent Engineer may retain a copy of such Consultancy Documents. The Independent Engineer, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

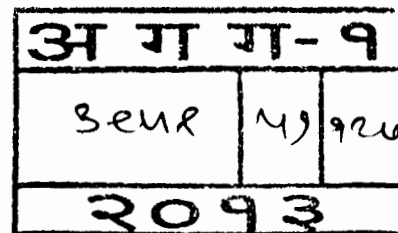
3.9.3 The Independent Engineer shall hold the authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Independent Engineer or its associates or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Providing access to Project Office and Personnel

The Independent Engineer shall ensure that the authority, and officials of the authority having authority from the authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Independent Engineer and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Services

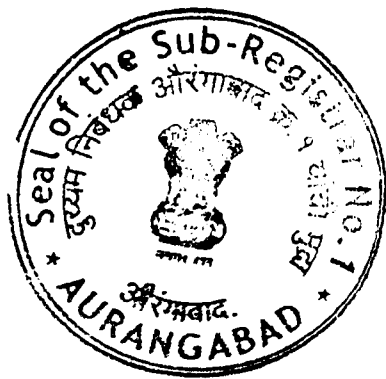
The Independent Engineer shall be responsible for accuracy of the services provided by it as part of his scope of services as provided in the Annex-1 of agreement. Subject to the provisions of Clause 3.4. It shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Independent Engineer or arises out of its failure to conform to good industry practice. The Independent Engineer shall also be responsible for promptly correcting the same, at its own cost and risk.



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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Municipal Corporation
Aurangabad



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4. INDEPENDENT ENGINEER'S PERSONNEL

4.1 General

The Independent Engineer shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

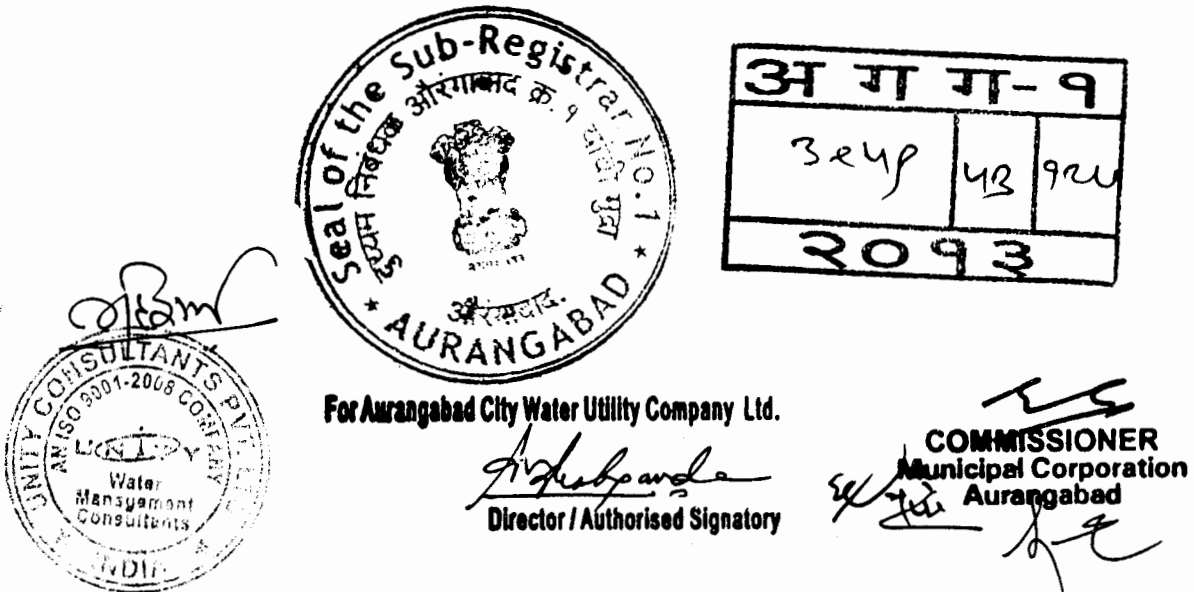
4.2.1 The designations, agreed job descriptions, minimum qualification, names and the estimated periods of engagement in carrying out the Services by each of the Independent Engineer's Personnel are described in Annex-2 of this Agreement and the list of the key personnel deployed for the various project components involved.

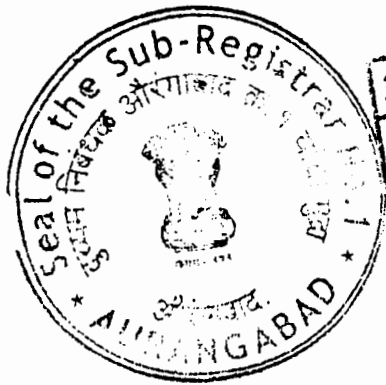
4.2.2 If any new work is required beyond the scope of the Services specified in the Terms of Reference as mentioned In Annex-01, the additional cost to be paid over and above the cost set forth in the Annex-3 of the agreement. The additional cost to be paid shall be mutually agreed between all the parties.

4.3 Approval of Personnel

4.3.1 The Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Independent Engineer hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Independent Engineer may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.





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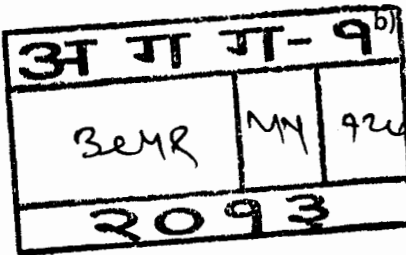
4.4 Working Hours, Overtime, Leave etc

- a) Working hours and holidays for all personnel shall be in accordance with that of the working hours and holidays notified for the Authority and Concessionaire.
- b) The personnel of all types engaged by Independent Engineer to provide services on this agreement shall not be entitled to be paid for overtime nor to take paid seek leave or vacation leave, the Independent Engineer's remuneration shall be deemed to cover these items. Any taking of leave by personnel shall be subject to the prior approval by the Authority and the Independent Engineer shall ensure that absence for leave purposes will be delay the progress and adequate supervision of the services.

4.5 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Independent Engineer and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- a) Except as the authority may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Independent Engineer, it becomes necessary to replace any of the personnel, the Independent Engineer shall forthwith provide as a replacement a person of equivalent or better qualifications.



b) If the authority (i) finds that any of the personnel has committed serious misconduct or has been charges with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Independent Engineer shall, at the Authority's written request specifying the grounds therefore, forthwith provide a replacement of a person with qualifications and experience acceptable to the authority.

- c) The Independent Engineer shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, . However, for the reason other than death / extreme medical ground, (i) for total



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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Aurangabad



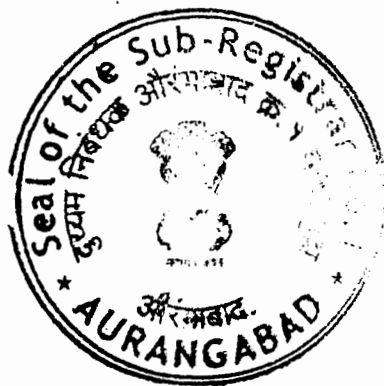
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replacement upto 50% of key personnel, no penalty shall be applicable for the payment to be made to the Independent Engineer, (ii) if the total replacement or removal exceeds more than 50%, then deduction in cost shall be effected as under

- i. Rs. 10,000/- for every removal/ replacement of key personnel only and
 - ii. Rs. 5000/- for every removal or replacement for any other engineering personnel .
- d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by authority while accepting CV of the new personnel that if CV is found incorrect and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further authority's works for an appropriate period to be decided by authority. If the same consulting firm submits incorrect information again second time, necessary action will be taken by authority to black-list that firm.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Independent Engineer's Personnel shall be responsible for the coordination , timely and efficient functioning of the Personnel. In addition, the Independent Engineer may designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services and remain present at works site.



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Independent Engineer, and its Personnel with work permits and such other documents as may be necessary to enable the Independent Engineer, and its Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

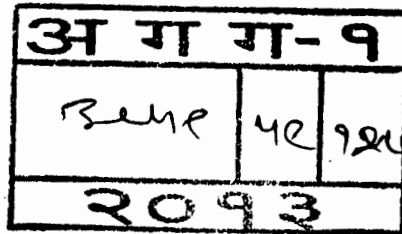
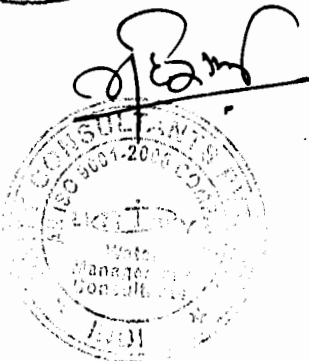
5.2 Access to land and property

The Authority warrants that the Independent Engineer shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Independent Engineer as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Independent Engineer as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change following which increases or decreases the cost or reimbursable expenses incurred by the Independent Engineer in performing the services, payable to the Independent Engineer under this Agreement, shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the aforesaid agreement value.

- 1) Any change in the rates of service tax including applicable surcharge and cess as per the statutory rules existing from time to time.



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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Municipal Corporation
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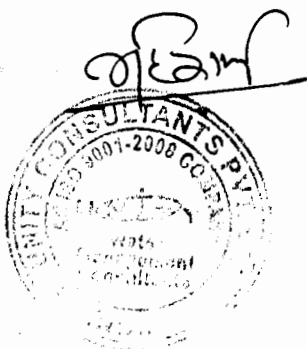
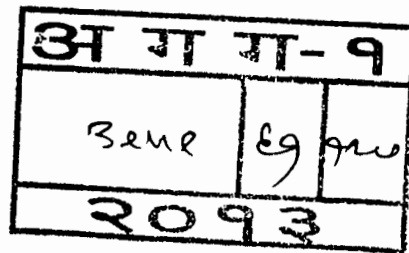


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- 2) Any change in the account of change in scope of services and agreed by the parties.

5.4 Payment

In consideration of the Services performed by the Independent Engineer under this Agreement, the Authority shall make to the Independent Engineer such payments and in such manner as is provided in Section 6 of this Agreement.



For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

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6. PAYMENT TO THE INDEPENDENT ENGINEER

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Independent Engineer is set forth in Annex-3 of the Agreement. The total fees shall be 2.35% (Two point Thirty Five percent) of the project cost of Rs. 79220 Lacs (Rs. Seventy Nine Thousand Two Hundred and Twenty Lacs) as set forth in Concession Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. 1861.67 Lacs (Rupees One Thousand Eight Hundred and Sixty One point Sixty Seven Lacs) which does not include the Additional Costs specified pertaining to the additional services/ works as may be mutually agreed upon. (the "Additional Costs")

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Independent Engineer at the same rate i.e. (2.35% + service tax) of the additional cost of services/work in order to cover any additional expenditures, payments not envisaged in the cost estimates referred to the clause 6.1.1 above.

6.2 Currency of payment

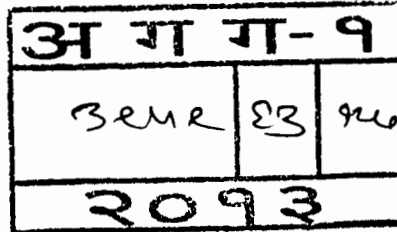
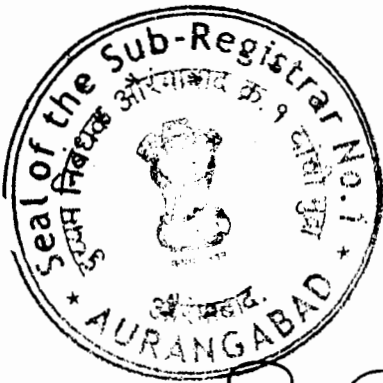
All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

a) The Independent Engineer shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, subject to the Independent Engineer fulfilling the following conditions:

- (i) No payment shall be due for the next stage till the Independent Engineer completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.



For Aurangabad City Water Utility Company Ltd.

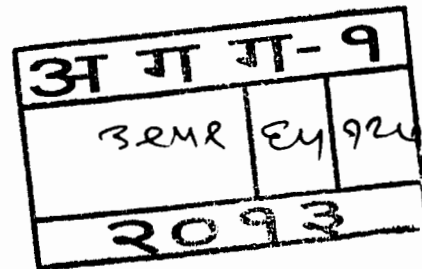
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- (ii) The Authority shall pay to the Independent Engineer, only the undisputed amount.
- b) The Authority shall cause the payment due to the Independent Engineer to be made within 20 (Twenty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").
- c) Any undisputed amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Independent Engineer to the Authority within 30 (thirty) after receipt by the Independent Engineer of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Independent Engineer in reimbursement by the due date shall attract simple interest @ 10% (Ten Percent) per annum.
- d) All payments under this Agreement shall be made to the account of the Independent Engineer as may be notified to the Authority by the Independent Engineer.



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The gross performance security shall be 7.5%. This shall be submitted in two parts. The first / initial Performance Security of 2.50% shall be submitted in the form of Bank Guarantee before the Appointed Date as per Concession Agreement and the 05% shall retain from each payment by way of performance security (the "Performance Security"). This performance security of 7.5% (Seven point Five percent), to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The Performance Security shall be returned to the Independent Engineer at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Independent Engineer may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-5 of this Agreement.

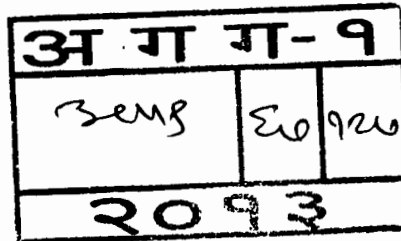
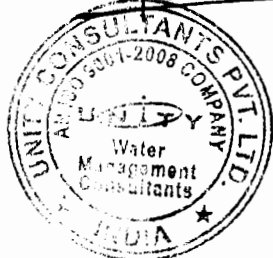
7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Independent Engineer and such error or variation is the result of negligence or lack of due diligence on the part of the Independent Engineer, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Independent Engineer by way of deemed liquidated damages, subject to a maximum of 50% (Fifty Percent) of the agreement value. The total amount of liquidated damages shall not exceed 50% (Fifty Percent) of the agreement value set forth in clause 6.1.2.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the performance security per day, subject to a maximum of 10% (Ten Percent) of the agreement value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Independent Engineer, suitable extension of time shall be granted.



For Aurangabad City Water Utility Company Ltd.

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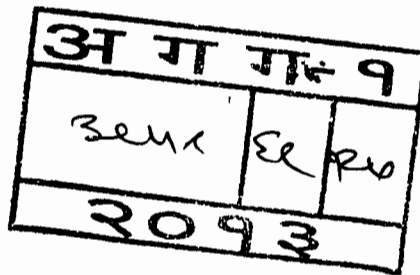
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7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with notice to the Independent Engineer in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Independent Engineer for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.



For Aurangabad City Water Utility Company Ltd.

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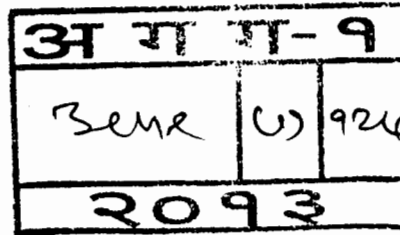
8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Section 9 hereof.



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

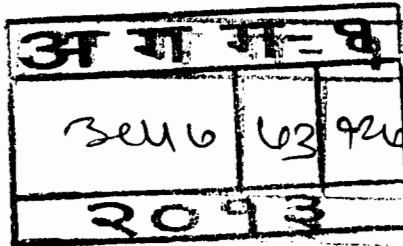
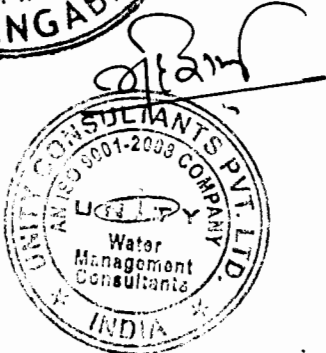
9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, the parties shall meet for amicable settlement, and upon such reference, the said parties shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration in accordance with Clause



For Aurangabad City Water Utility Company Ltd.

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9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Aurangabad and the language of arbitration proceedings shall be English and / or Marathi.

9.4.2 Depending on the dispute between the parties their shall be arbitral tribunal of three arbitrators, of whom The Authority shall select one Arbitrator and the Independent Engineer shall select another one, and the third arbitrator shall be appointed by the two arbitrators selected, and in the event of this disagreement between the three arbitrator, the appointment shall be made in accordance with the "The Arbitration and Conciliation 1996". The work of arbitration shall be at Aurangabad.

9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Section 9 shall be final and binding on the Parties as from the date it is made, and the Independent Engineer, the Authority and Concessionaire agree and undertake to carry out such Award without delay.

9.4.4 The Independent Engineer, the Authority and Concessionaire agree that an Award may be enforced against the Independent Engineer and/or the Authority, as the case may be.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

9.4.6 Arbitration proceedings and work of arbitration shall be at Aurangabad

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of AMC by:


(Signature)

SHRI. GOKUL MAWARE

COMMISSIONER

AURANGABAD MUNICIPAL CORPORATION, AURANGABAD. PIN- 431001

FAX- 0240 2331213

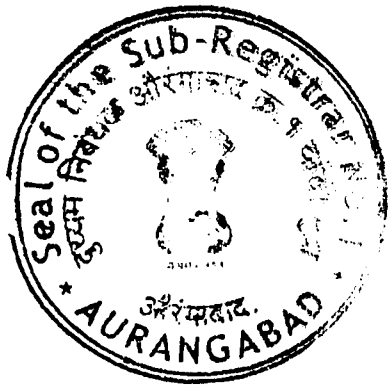
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For Aurangabad City Water Utility Company Ltd.


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SIGNED, SEALED AND DELIVERED

For and on behalf of Aurangabad City Water Utility Company Ltd. (ACWUCL) as Concessionaire

Shreshpande
(Signature)

For Aurangabad City Water Utility Company Ltd.

SHRI. SHREERANG DESHPANDE

Director / Authorised Signatory

PROJECT DIRECTOR

AURANGABAD CITY WATER UTILITY COMPANY LTD. (ACWUCL),

PLOT NO-01, SECT C-5, TOWN CENTRE, NEAR PROVIDENT FUND OFFICE, N-1, CIDCO,

AURANGABAD-431003

FAX- 0240-

SIGNED, SEALED AND DELIVERED

For and on behalf of Independent Engineer

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(Signature)

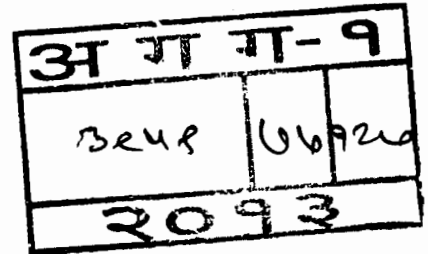
MR. MAHESH PATHAK

(CHAIRMAN & MANAGING DIRECTOR, UNITY CONSULTANTS PVT. LTD.

07, RAGHUVANSH APTS, PLOT NO-78, MAYUR COLONY, KOTHRUD, PUNE-411038. MAHARASHTRA-INDIA. FAX-020 25467788

In the presence of:

1. Mrs. Urmila Nitin Chitte ^{Chitte}
Pasrele.
2. Mrs. Parveen Quaiser Khan



Common Seal of Aurangabad Municipal Corporation Affixed before us.

EXECUTIVE ENGINEER
WATER SUPPLY
A.M.C. AURANGABAD

Secretary
Municipal Secretary
Municipal Corporation Aurangabad

For Aurangabad City Water Utility Company Ltd.



Shreshpande
Director / Authorised Signatory

Commissioner
COMMISSIONER
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Annex -1 – Terms of Reference

1. GENERAL

AMC is a statutory body which came into being under the provisions of the Bombay Provincial Municipal Corporations Act, 1949 and which carries out the obligatory and discretionary functions as prescribed in the Bombay Provincial Municipal Corporations Act, 1949.

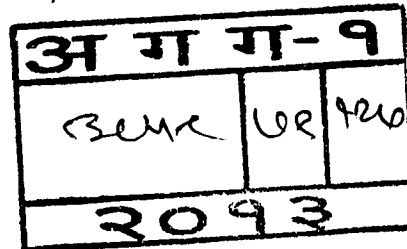
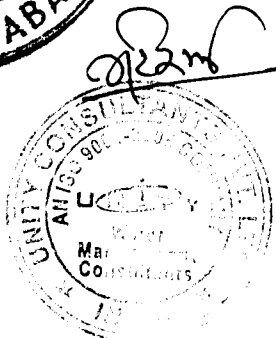
AMC manages water supply services through 6 (six) administrative divisions with staff strength of 370 (Three hundred and Seventy). The water supply department is responsible for capital work, regular operation and maintenance of the system, water supply to the city of Aurangabad, and the related billing and collections.

AMC presently draws about 156 MLD of water at source level. Currently AMC charges flat yearly tariff to its customers, for about 100,000 (one lakh) water connections under its jurisdiction. AMC has computerized its water billing procedure, but the integration of the collection system and issuance of computerized receipts for the same have not been implemented. As per the water audit report prepared earlier by AMC, the non-revenue water accounts for about 50% (fifty percent) of ex-treatment supply. The real losses are at 33% (thirty three percent) (water losses in distribution) and apparent/commercial losses are at about 17% (seventeen percent) (unauthorized consumption and free supply).

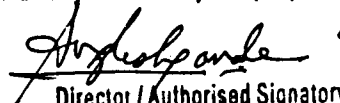
In order to improve water availability and quality of service level, AMC has planned a comprehensive water supply project, being the Project for the city of Aurangabad. The Project shall focus on:


- a. Reduction of non-revenue water by reduction of technical losses through leakage control management and reduction of commercial losses in water supply system through identification and regularization of illegal connections, metering and improvement in billing and collection systems; and
- b. Refurbishment and expansion of transmission and distribution network.

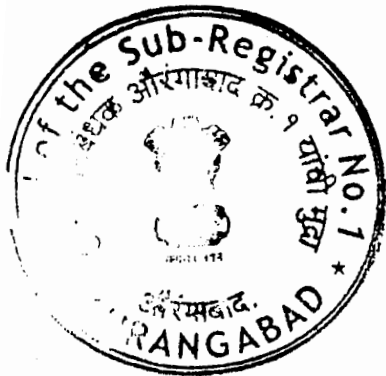
AMC has launched a Parallel Pipe Water Supply Scheme for the period or upto year 2038, sanctioned in the year 2009 under the Urban Infrastructure Development Scheme for Small and Medium Towns ("UIDSSMT") programme of Ministry of Urban Development (the "MoUD"). The Project has two sub-components: (i) Building a new bulk water transmission pipeline with a water treatment plant; and (ii) Refurbishment of an existing distribution system in the city.



For Aurangabad City Water Utility Company Ltd.


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The Authority seeks the services of Independent Engineer in Aurangabad for this Project (collectively the "Independent Engineer"). The Terms of Reference (the "TOR") and the scope of the consultancy for this assignment are specified below.

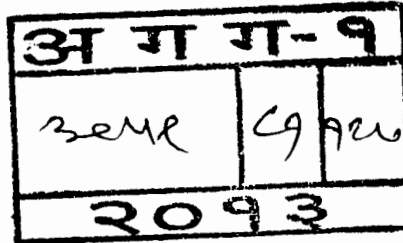
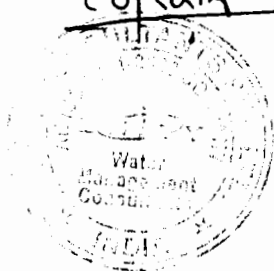
The Independent Engineer shall be guided in its assignment by the Concession Agreement (the "CA").

2. SCOPE OF SERVICES

The Independent Engineer hereto agree that the scope of services hereunder shall not be final and the Independent Engineer shall be binding to refer the Concession Agreement and its schedules for the final scope of services.

2.1. Role and function of Independent Engineer

- a. The Project Manager or his Authorised representative shall visit the work site personally from time to time as stated in Annex-2, for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications / directions.
- b. The Independent Engineer shall engage and retain for the purpose adequate supervisory staff as agreed upto between the client and the Independent Engineer. The supervisory staff shall consist of skilled and experienced technical men and the Independent Engineer shall undertake to keep a qualified and experienced technical site engineer who shall always be in charge of the works and be available on the site till the completion of the construction and rehabilitation period.
- c. The site engineer available at site shall receive instruction on behalf of the Independent Engineer, which may be given from time to time either by the AMC or the inspecting/ visiting officers duly authorised by the client.
- d. The Independent Engineer shall ensure that the Concessionaire attends to all observations made during the periodic visits by the various inspecting officers about the quality of work.
- e. The Independent Engineer shall deploy staff as stated in Annex-2, for supervision and constant day to day monitoring on operation of project facilities and technical supervision over the construction work including checking layout, checking requirements of material and their procurement in time, checking their quality conforming to approved specifications and accepted standard. The Independent Engineer shall deploy such staff as is required keeping the quantity and quality of work to be executed.



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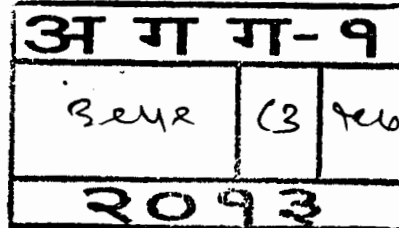
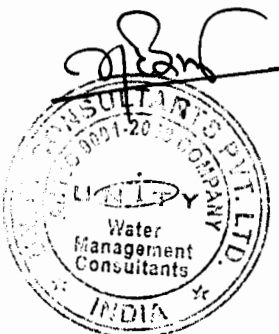
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- f. The Independent Engineer shall not have any objection to the client maintaining any civil engineering staff at its own cost at the site of works to carry out work and duties allotted to them by the client in respect of works at the site.
- g. The Independent Engineer shall supervise during construction and rehabilitation period of the assigned work, ensuring quality control in accordance with standard practice as stipulated in Concession Agreement. The quality control will be exercised at all stages of construction, viz. approval of materials there on in proper proportion including prescribing norms for test periodically and acceptability criteria and workmanship at all stages of execution of individual items of work.
- h. The Independent Engineer shall ensure proper establishment of field laboratories by the Concessionaire, to conduct laboratory tests on materials for construction such as cement, steel, bricks, concrete cubes etc. Essential gauges, instruments etc. should be arranged to be calibrated periodically. The Independent Engineer shall review necessary site records and obtain data in support of the same. The Independent Engineer shall ensure all fields and laboratory tests on materials of construction as well as partially or completely erected structures etc. are carried out by the Concessionaire and review concern records thereof.
- i. The Independent Engineer shall render to the Clients every assistant, all technical services, guidance or advise on any matter concerning the technical and engineering aspects of the project including periodical interaction and also through invited experts on specific subjects with Clients prior approval.

2.2. Duties of Independent Engineer during Construction and Rehabilitation Period

By the end of Preparatory Period, the Concessionaire shall, at its own cost, prepare and submit to the Independent Engineer and AMC, plans for the construction and rehabilitation of the Works, and operation of the project during the Construction and Rehabilitation Period. Such draft work plan will be subject to the approval of AMC, and the Concessionaire will provide –

- i. Detailed design and drawings for all Project components;
- ii. Detailed cost estimate for all Project components, source of the technology, procurement schedule
- iii. Quarterly project milestones in accordance with the principles set out in Clause 15.3 of Concession agreement;
- iv. Sub-contracts to be approved;
- v. Plan for the regularisation of illegal water connections in accordance with the Applicable Law (Water by Laws);
- vi. Plan for the metering all consumer connections and production and distribution points;
- vii. Plan for maintenance of all consumer and flow meters;



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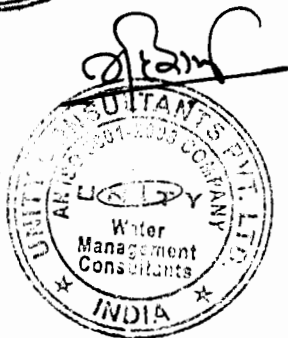
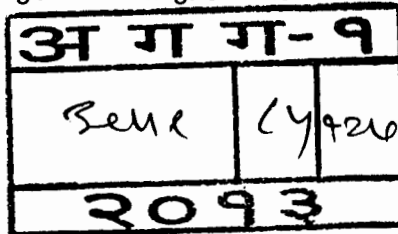
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- viii. Plan for a detailed household survey, covering entire Supply Area;
- ix. Plan for putting in place a consumer complaint recording and monitoring system;
- x. Plan for installing computerized billing and collection system;
- xi. Plan for reduction of water loss in the system;
- xii. Plan and measures to be undertaken to maintain the potability of supplied water;
- xiii. Detailed plan to maintain appropriate pressure levels at pre-decided production and distribution points, to be determined between Concessionaire and AMC;
- xiv. Plan to cover growing Supply Area in future either because of increase in the number of End User or on account of geographical area; and
- xv. Detailed employee deployment plan.

The Independent Engineer shall have the right to discharge its obligations as set out in this Agreement. In accordance with this Agreement and the terms of reference agreed upon by the Concessionaire and AMC for the appointment of the Independent Engineer, the Independent Engineer shall –

- a. Within 15 (fifteen) days from the submission of the draft work plan by the Concessionaire, Independent Engineer, Authority and a consultant invited by Authority, if any, will meet to discuss and approve the draft work plan. Independent Engineer will be entitled to seek clarifications from the Concessionaire and the Concessionaire will respond to such requests within 7 (seven) days from the date on which the clarification is sought by Independent Engineer. In the event Independent Engineer is satisfied with the clarification received from the Concessionaire, AMC shall, within 15 (fifteen) days from the date of receiving clarification from the Concessionaire, give its approval for the draft work plan after due recommendation from Independent Engineer. AMC's approval of the draft work plan shall not be unreasonably withheld and such approved plan will be referred to as the "Construction and Rehabilitation Work Plan" and on the Appointed Date shall form part of Schedule IV of Concession Agreement.
- b. The Concessionaire agrees that all notices issued to AMC under this Agreement in connection with the Construction and Rehabilitation Work Plan shall also be issued to the Independent Engineer and AMC's consultant, if any. In the event Independent Engineer does not meet to discuss the approved work plan nor seeks any clarification within 7 [Seven] days from the date of submission of draft work plan to AMC, AMC shall be deemed to have approved the draft work plan.

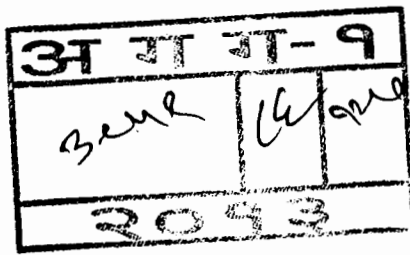
The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 15 (Fifteen) days of receiving such Drawings or Documents.



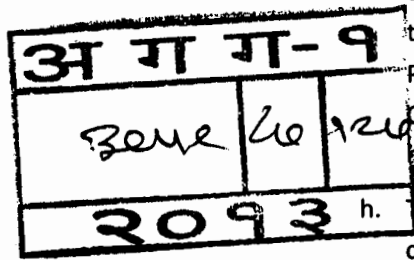
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- d. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire, and furnish its comments within 15 (fifteen) days of receipt thereof.
- e. The Independent Engineer shall review the monthly progress reports furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such reports.
- f. The Independent Engineer shall inspect the Construction Works and the Project Facilities once every month, preferably after receipt of the monthly progress reports from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out the Inspection Report setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works of the Approved DPR, approved Drawings and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Construction Works. The Inspection Report shall also contain a review of the maintenance in conformity with the provisions of the Concession Agreement. The Independent Engineer shall send a copy of its Inspection Report to authority and the Concessionaire within 7 (seven) days of the inspection.
- g. For determining that the Construction Works conform to approved DPR, approved Drawings and Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, Tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the Tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.



- h. The sample size of the Tests, to be specified by the Independent Engineer shall comprise 10% (ten percent) of the quantity or number of Tests prescribed for each category or type of Tests in the Q.A.P (Quality Assurance plan) to be received from Concessionaire. provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten percent) for certain categories or types of Tests in consultation with AMC

The timing of Tests and the criteria for acceptance / rejection of their results shall be determined by the Independent Engineer in accordance with the Q.A.P (Quality Assurance plan) to be received from Concessionaire. The Tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the Tests



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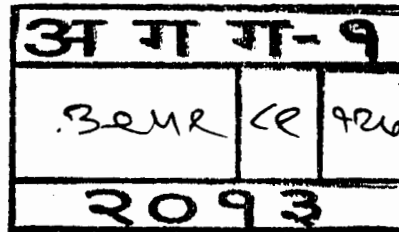
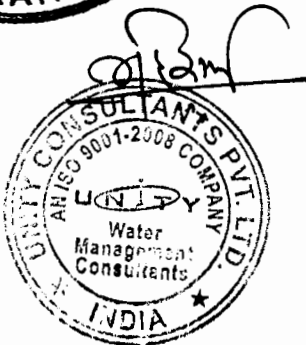
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that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

- j. In the event that the results of any Tests referred establish any deficiencies or defects in the Construction Works, the Independent Engineer shall require the Concessionaire to carry out remedial measures for removing such defects and deficiencies to the satisfaction of the Independent Engineer. In the event Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies as mentioned above, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, Tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, Approved DPR and approved Drawings, and the provisions of this paragraph shall apply to such Tests.
- k. In the event that the Concessionaire does not achieve at least 85% (eighty five percent) of the Project Milestones of, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of construction and development of all the Project Facilities is not feasible within the Scheduled Project Completion Date specified in the Concession Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days of a communication from the Independent Engineer, the steps proposed to be taken by the Concessionaire to expedite progress, and the period within which it shall achieve the Commercial Operation Date. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to agreement and the Concessionaire forthwith.
- l. The Independent Engineer shall evaluate whether the Project Milestones have been completed and whether the operation of the Project Facilities meet the Service Level Requirements.
- m. Issue of certificates as specified under the Concession Agreement certifying the fulfillment of the obligations by the Concessionaire under the Concession Agreement for release of further Grants.
- n. If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.



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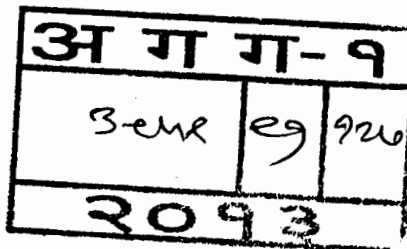
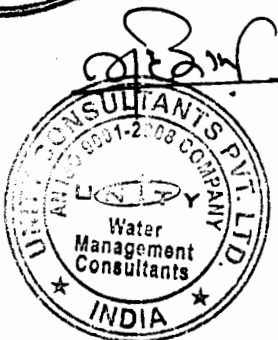
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- o. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 7 (Seven) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the authority forthwith, recommending whether or not such suspension may be revoked by Authority.
- p. If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project completion schedule and/or Project Milestones, to which the Concessionaire is reasonably entitled, and shall notify the authority and the Concessionaire of such extension.
- q. The Independent Engineer shall review all the monthly progress report and inspection report submitted by the concessionaire. The Independent Engineer shall review these reports and give its comments to the authority and the concessionaire within 10 (Ten) days of receipt of the reports.
- r. After all Project Milestones have been certified as complete, the Independent Engineer shall issue a certificate of Commercial Operation Date.
- s. Independent Engineer shall witness the third party inspection and testing of materials if so delivered such as pipes, specials, valves, pumps, motors, transformers, panel board, other electrical & mechanical equipments etc. as and when required. Aurangabad Municipal Corporation representative may also remain present at the time of inspection and testing. All the expenses towards such inspection and testing whether in India or abroad has to be borne by the concessionaire.
- t. With the prior consent of AMC, the Independent Engineer may at the request of the Concessionaire issue a functional certificate of completion certifying that whilst the Works have not been completed and/or the Project does not, at present, meet all Service Level Requirements, the Concessionaire shall be permitted to perform its Operations and Maintenance Period obligations or part thereof. Such certification shall be termed "Partial COD".
- u. When certifying Partial COD pursuant to Clause 18.4(e) of Concession Agreement, the Independent Engineer shall issue a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire ("Punch List"). All Punch List items shall be completed by the Concessionaire within 90 (ninety) days of the date of certification of Partial COD. Upon completion of all Punch List items to the



For Aurangabad City Water Utility Company Ltd.

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satisfaction of the Independent Engineer, the Independent Engineer shall issue the certificate of Commercial Operations Date to the Concessionaire.

- v. The Independent Engineer shall carry out, or cause to be carried out, all the Tests to determine compliance of the Project Facilities with the Specifications and Standards, of the Approved DPR and approved Drawings for the purpose of issuance of Interim Completion Certificate and Project Completion Certificate, as the case may be. Upon the Independent Engineer determining the Tests to be successful and the construction works to be substantially complete, it shall issue an Interim Completion Certificate respect of each of the Project Facilities. In addition, the Independent Engineer shall prepare a Punch List comprising of the outstanding items in respect of such Project Facilities to be completed by the Concessionaire within a time period agreed between the Independent Engineer and the Concessionaire. Upon completion of Construction Works in all respects for all the Project Facilities and/or completion of all items in the Punch List, if any, the Independent Engineer shall issue a Project Completion Certificate to the Concessionaire.

2.3. Duties of Independent Engineer in case of Termination

- a) At any time, not earlier than 120 (one hundred and twenty) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Facilities (excluding Add-on Economic Facilities) for determining compliance by the Concessionaire with the Divestment Requirements set forth in the Concession Agreement and, if required, cause Tests to be carried out at the Concessionaire's cost for determining such compliance.
- b) The Independent Engineer shall inspect the Project Facilities (excluding Add-on Economic Facilities) once in every 15 (fifteen) days during a period of 120 (one hundred and twenty) days after Termination for determining the liability of the Concessionaire under the Concession Agreement, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the authority and the Concessionaire.

Duties with respect to Determination of Cost and Time

- a) The Independent Engineer shall determine the costs, and/or their reasonableness that are required to be determined by it under the Concession Agreement.



For Aurangabad City Water Utility Company Ltd.

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- b) The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Concession Agreement.

2.5. Assistance in Dispute Resolution

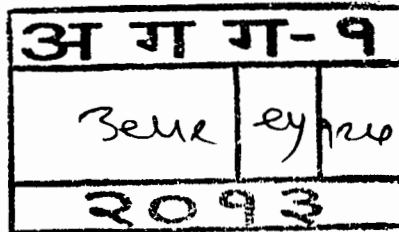
- a) When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- b) In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Concession Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

2.6. Other Duties and Function

The Independent Engineer shall perform all other duties and functions as specified in the Concession Agreement and such other duties that may require the Independent Engineer to perform in relation to this Concession Agreement.

2.7. Miscellaneous

- a) The Independent Engineer shall notify its programme of inspection to the authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- b) A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the Test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the authority forthwith.
- c) The Independent Engineer shall obtain, and the Concessionaire shall furnish 03 (three) copies, one directly to the Authority and 2 (two) copies thereof, all communications and reports required to be submitted, under the Concession Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the authority along with its comments thereon.
- d) The Independent Engineer shall retain at least 1 (one) copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody for the period of 02 year from the date of completion.



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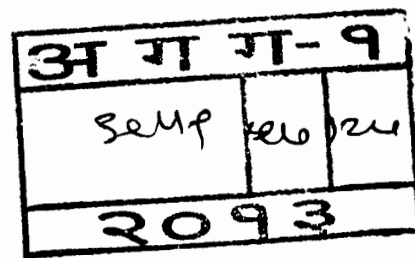
- e) Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of Tests and other relevant records, and hand them over to the authority, and obtain written receipt thereof. 2 (two) copies of the said documents shall also be furnished in micro film form or in such other medium as may be acceptable to the authority.

2.8. Performance clause

- a) Independent Engineers shall be expected to fully comply with all the provisions of the "Terms of Reference", and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Engineer in notifying to the Authority and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non- adherence to the time schedule prescribed under ToR shall amount to non- performance.
- b) The Independent Engineer shall appoint its authorized representative, who shall issue on behalf of the Independent Engineer, the Provisional Completion Certification and Completion Certificate along with the Tcam Leader and shall carry out any such task as may be decided by the Authority. The Independent Engineer shall take prior approval of the Authority before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

2.9. Period of Service

The services of the Independent Engineer would be availed for an initial period of 3 (three) years during the Construction and Rehabilitation period. This appointment would be valid for a period of 3 (three) years from the date of appointed date during the Construction and Rehabilitation period. The appointment period may be extended further for a period of 2 (Two) years. The terms and conditions for this extended period shall be mutually decided and agreed upon by all parties



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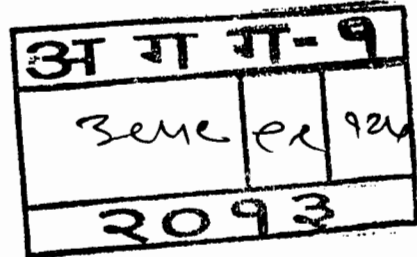


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Annex -2 – Independent Engineer Personnel List

1.			Project Co-ordinator	
2.			Team leader	
3.			Deputy Team Leader	
4.			Hydraulic Expert	
5.			Civil Expert	
6.			Pipeline expert	
7.			WTP Expert	
8.			Electrical Expert	
9.			Mechanical Expert	
10.			SCADA Specialist	

Note: The required support personnel will be mobilized as per the progress of work and in line with approved milestone . The details of above activities, names etc shall be submitted before appointed date, (i.e commencement of construction & rehabilitation period)



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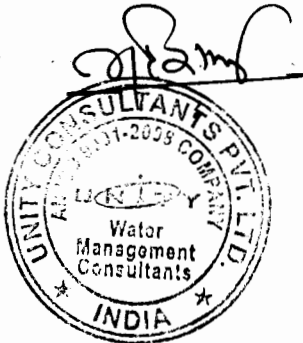
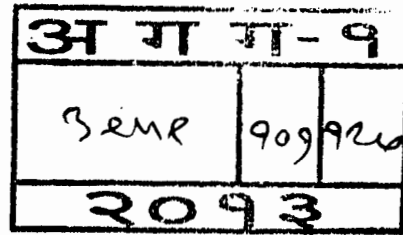
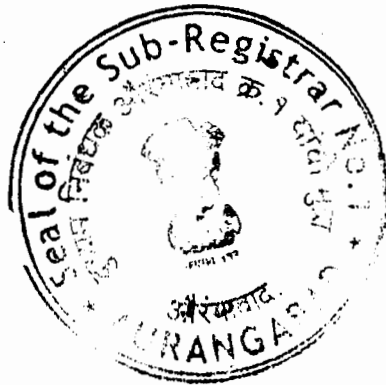


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Annex -3 – Abstract of the Cost for Consultancy Services

Sr.No	Particulars	Cost (INR Lakhs)
1	Agreement Cost – for consultancy services to provide the Independent Engineer Services for Aurangabad city water supply project on PPP basis for Aurangabad Municipal Corporation in Aurangabad, Maharashtra for Three years.	Rs. 1861.67* (Rs. One Thousand Eight Hundred and Sixty One point Sixty Seven Lacs)*
2	Additional Cost (If any)	Nil
3	Total Cost for Consultancy Services for Three years (3)	Rs. 1861.67* (Rs. One Thousand Eight Hundred and Sixty One point Sixty Seven Lacs)*

Note: * Service Tax shall be paid extra on each payment as applicable from time to time as per Government of India norms.



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Annex -4- Payment Schedules

The payment shall be made as per the details given:

The gross considerations shall be divided in the ratio of 60:40 and will be effective from the Appointed Date as per Concession Agreement. This means the 60% of the total fees shall be paid in 36 equal monthly installments and 40% of the total fees shall be paid in proportion to the financial progress of the project based on the approved financial payment break up/ provisions as per accepted and approved mile stones of the concessionaire

The total consideration is divided in two parts.

Part A- deals with fixed payment for the period of 36 months in the form of EMI-Equal Monthly Installments and **Part B** will be proportion to the financial progress of the project based on the approved financial payment break up/ provisions as per accepted and approved mile stones of the concessionaire.

The Service tax shall be paid extra as applicable from time to time as per Gol norms.

The payment shall be released combining of part A and Part B wherever applicable

- A) **Part A-** The 60%* of the total fees as per Annex-04 shall be distributed in 36 equal monthly installments.

The gross payment to IE is Rs. 18,61,66,908/-*

Say 1861.67 Lac*

The equal monthly installments = (Rs. 1861.67 Lac* x 60% = Rs. 1117.00 Lac)/ 36 months *

= Rs.31.02782 Lac*

= Rs. 31,02,782/-* per month

* Service tax shall be paid extra as applicable from time to time as per Gol norms

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- B) **Part B-** The balance 40%* of the total fees as per Annex-04 shall be paid in proportion to the financial progress of the project based on the approved financial payment break up/ provisions as per accepted and approved mile stones of the concessionaire . The payment shall be made to IE within agreed stipulated time.

The gross payment to IE is Rs. 1861.67 Lac*



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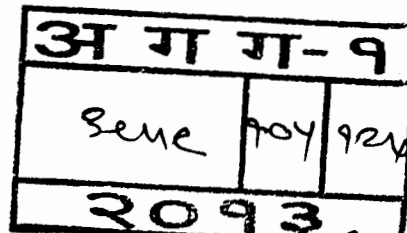
40% of this amount = Rs.7,44,66,760/-*

This shall be paid proportionate to the financial progress of the project based on the approved financial payment break up/ provisions as per accepted and approved mile stones of the concessionaire .

* Service tax shall be paid extra as applicable from time to time as per Gol norms

Payment Break up for PART "A"

Milestone	Professional fee including out of pocket expenses and excluding service tax
Construction & Rehabilitation Period	
On Submission of Monthly Status Report at the end of 1 st Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 2 nd Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 3 rd Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 4 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 5 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 6 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 7 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 8 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 9 th Month from the Commencement Date	Rs..31,02,782/-*



For Aurangabad City Water Utility Company Ltd.

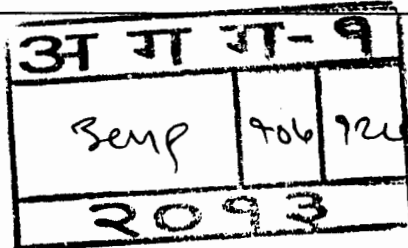
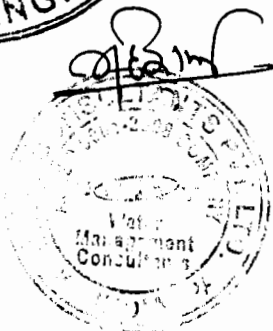
[Signature]
Director / Authorised Signatory

COMMISSIONER
Municipal Corporation
Aurangabad



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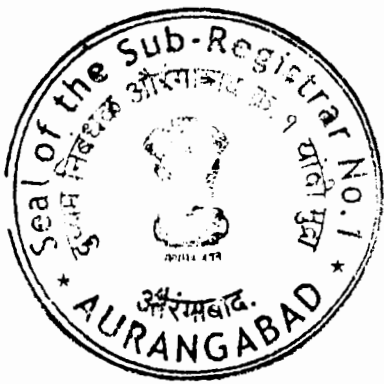
Milestone	Professional fee including out of pocket expenses and excluding service tax
On Submission of Monthly Status Report at the end of 10 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 11 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 12 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 13 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 14 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 15 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 16 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 17 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 18 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 19 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 20 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 21 st Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of	Rs..31,02,782/-*



For Aurangabad City Water Utility Company Ltd.

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Director / Authorised Signatory

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Municipal Corporation
Aurangabad
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Milestone	Professional fee including out of pocket expenses and excluding service tax
22 nd Month from the Commencement Date	
On Submission of Monthly Status Report at the end of 23 rd Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 24 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 25 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 26 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 27 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 28 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 29 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 30 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 31 st Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 32 nd Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 33 rd Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 34 th Month from the Commencement Date	Rs..31,02,782/-*



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For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



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Milestone	Professional fee including out of pocket expenses and excluding service tax
On Submission of Monthly Status Report at the end of 35 th Month from the Commencement Date	Rs..31,02,782/-*
On Submission of Monthly Status Report at the end of 36 th Month from the Commencement Date	Rs..31,02,782/-*
Total	Rs.11,17,00,152/-*

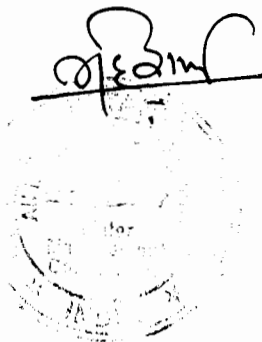
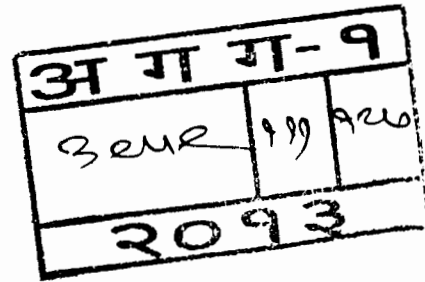
Plus

B) **Part B-** The balance 40%* of the total fees as per Annex-03 shall be paid in proportion to the financial progress of the project based on the approved financial payment break up/ provisions as per accepted and approved mile stones of the concessioner . The payment shall be made to IE within agreed stipulated time.

Thus the payment shall be made to the Independent Engineer as combined payment of Part A + Part B as applicable from time to time.

* Service Tax shall be paid extra as applicable from time to time as per Government of India norms

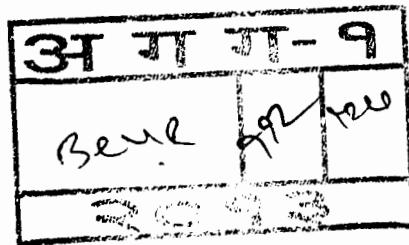
Thus Gross payable	PART A-	Rs. 11,17,00,152/-*
	Part B-	Rs.07,44,66,758/-*
	Total -	Rs.18,61,66,910/-*
	Say Rs.	Rs. 1861.67 Lac*



For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



**Annex -5 - Bank Guarantee for Performance Security
(Refer Clause 7.1.2)**

To Commissioner

Aurangabad Municipal Corporation,
Aurangabad

Commissioner, Aurangabad Municipal Corporation (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....., having its office at (hereinafter referred as the "Independent Engineer" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. Dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") Independent Engineer Services for Aurangabad Water Supply Project, and the Independent Engineer having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees.....) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Independent Engineer do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Independent Engineer of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Independent Engineer of any of the terms or conditions contained in the said Agreement or by reason of the Independent Engineer's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Independent Engineer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Independent Engineer shall have no claim against us for making such payment.

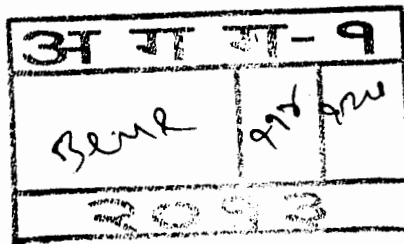
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the Independent Engineering services for Aurangabad City Water Supply Project Draft Agreement [55]



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For Aurangabad City Water Utility Company Ltd.
[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Independent Engineer and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Independent Engineer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Independent Engineer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Independent Engineer or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Independent Engineer or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Independent Engineer(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

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Bank	974	926
2013		

(Signature, name and designation of the authorised signatory)

NOTES:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



For Aurangabad City Water Utility Company Ltd.

[Signature]
Director / Authorised Signatory

[Signature]
COMMISSIONER
Municipal Corporation
Aurangabad



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3093		

Aurangabad City Water Utility Company Limited

513/A, 5th Floor, Kohinoor City, Kiroi Road, L. B. S. Marg, Off Bandra - Kurla Complex, Kurla (W), Mumbai - 400 070
Tel.: +91 22 66012323 • Fax : +91 22 66012300

CERTIFIED TRUE EXTRACTS OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 23RD JULY, 2013

"RESOLVED THAT Mr. Ashok Agarwal, Director of the Company and Mr. Shreerang Deshpande, Authorized Representative of the Company be and are hereby authorized for and on behalf of the Company, to discuss, negotiate, finalize and approve the terms and conditions of Independent Engineer Agreement ("IE Agreement") to be executed with Aurangabad Municipal Corporation and Unity Consultants Private Limited (in terms of the provisions of the Concession Agreement), the drafts whereof placed before the Board and duly approved.

RESOLVED FURTHER THAT Mr. Ashok Agarwal, Director of the Company and Mr. Shreerang Deshpande, Mr. Ashish Porwal and Mr. V. B. Shivnagi, Authorized Representatives of the Company, be and are hereby severally authorized to sign and execute IE Agreement/other Documents for and on behalf of the Company.

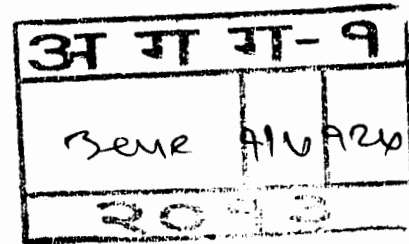
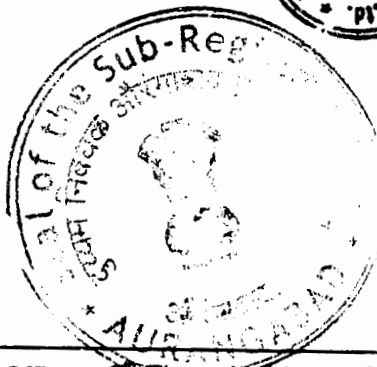
RESOLVED FURTHER THAT Mr. Ashok Agarwal, Director of the Company and Mr. Shreerang Deshpande, Mr. Ashish Porwal and Mr. V. B. Shivnagi, Authorized Representatives of the Company, be and are hereby severally authorized for and on behalf of the Company to appear before the concerned Registrar/Sub-Registrar of Assurances and to present IE Agreement/other Documents for registration and to represent before the Adjudicating Authority and other Governmental / Semi-Governmental Authority(ies), if required and to sign the statutory records for registering the IE Agreement/Documents in the name of the Company.

RESOLVED FURTHER THAT Mr. Ashok Agarwal, Director of the Company and Mr. Shreerang Deshpande, Mr. Ashish Porwal and Mr. V. B. Shivnagi, Authorized Representatives of the Company, be and are hereby severally authorized to do all ancillary, incidental, consequential acts, deeds, matters and things as may be required or necessary for giving effect to the aforesaid resolution.

RESOLVED FURTHER THAT a copy of this resolution duly certified by any of the Director of the Company be forwarded to whomsoever it may concern."

**Certified True Copy
For Aurangabad City Water Utility Company Limited**


Director



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABDPM2273K

नाम /NAME

GOKUL BABAN MAWARE

पिता का नाम /FATHER'S NAME

BABAN GOVIND MAWARE

जन्म तिथि /DATE OF BIRTH

25-01-1955

हस्ताक्षर /SIGNATURE

[Signature]

आयकर आयुक्त-1, पुणे
Commissioner of Income-tax I, Pune



आधार - सामान्य माणसाचा अधिकार

गोकुळ बाबन मवारे
Gokul Baban Maware

जन्म वर्ष / Year of Birth : 1955
पुरुष / Male

2831 6128 9810



आयकर आयुक्त-1, पुणे



आयुक्त प्रशासन
COMMISSIONER OF INDIA

पत्ता :

S/O बाबन गोविंद मवारे
घर नं-111, जिल्हाधिकारी निवासस्थान, म
धुळे, पुणे
महाराष्ट्र, 424001

Address :

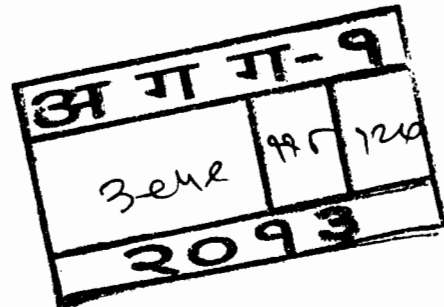
S/O Baban Govind Maware
H.no-111, Dist Collector Residence, Mah
Dhule, Dhule
Mcharashtra, 424001

Aadhaar - Samanya Maansacha Adhikaar

इस कार्ड के खो / मिला जाने पर कृपया जारी करने वाले
प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त I पुणे,
"प्राप्तिकर सदन" (संलग्न भवन),
60/61, एरंडवणे, कर्वे रोड,
पुणे - 411 004.

In case this card is lost/found, kindly inform/return to
the issuing authority :

Commissioner of Income-tax - I Pune,
"Praptikar Sadan" (Annexe Building),
60/61, Erandwane, Karve Road,
Pune - 411 004.



भारत सरकार

गोकुल बबन मयारे
Gokul Baban Maware

जन्म वर्ष / Year of Birth : 1955
पुरुष / Male

2831 6128 9810

आधार - सामान्य माणसाचा अधिकार

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABDPM2273K

नाम /NAME

GOKUL BABAN MAWARE

पिता का नाम /FATHER'S NAME

BABAN GOVIND MAWARE

जन्म तिथि /DATE OF BIRTH

25-01-1955

हस्ताक्षर /SIGNATURE

[Signature]

आयकर आयुक्त-1, पुणे
Commissioner of Income-tax I, Pune

भारत सरकार

गोकुल बबन मयारे

आधार - सामान्य माणसाचा अधिकार

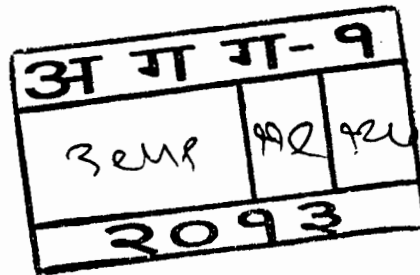
पता :
S/O बबन गोविंद मयारे
घर नं-१११, जिल्हाधिकारी निवासस्थान, म
धुळे, धुळे
महाराष्ट्र, ४२४००१

Address :
S/O Baban Govind Maware
H.no-111, Dist Collector Residence, Mah
Dhule, Dhule
Maharashtra, 424001

Aadhaar - Samanya Maansacha Adhikaar

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले
प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त I पुणे,
"प्राप्तिकर सदन" (संलग्न भवन),
60/61, एरंडवणे, कर्वे रोड,
पुणे - 411 004.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-tax - I Pune,
"Praptikar Sadan" (Annexe Building),
60/61, Erandwane, Karve Road,
Pune - 411 004.



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AURANGABAD CITY WATER UTILITY
COMPANY LIMITED

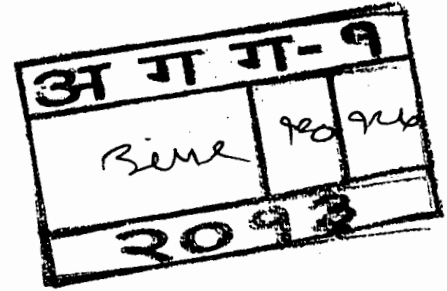


25/06/2011

Permanent Account Number

AAJCA6445R

28072011



इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवाइकाई, एन एस डी एल
तीसरी मंजील, सफायर चेंबर्स,
बानेर टेलिफोन एक्स्चेंज के नजदीक,
बानेर, पुना - 411 045

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in



CERTIFIED TRUE COPY

For Aurangabad City Water Utility Company Ltd.

Director / Authorised Signatory

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AASPD0285E



श्री बंग /NAME
SHREEBANG VISWANATH
DESHPANDE

पिता का नाम /FATHER'S NAME
VISWANATH RAGHUNATH
DESHPANDE

जन्म तिथि /DATE OF BIRTH
11-04-1963

हस्ताक्षर /SIGNATURE

Deshpande

R.D. Hatnalskar

आयकर आयुक्त, नासिक

COMMISSIONER OF INCOME-TAX, NASIK



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के खोने / पाने पर कृपया सूचित करें / लोटार
आन्कर, पुणे का कार्ड, एन एस डी एल
टीएलके, एनएसडी, एनएसडी,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045.

... someone's lost card is found.
NSDL
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Election Commission of India
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

MT/0042/0247/251027

Elector's Name
मतदाराचे नाव
Pathak Mahesh
पाठक महेश

Father's/Mother's/
Husband's Name **Purushottam**
वडील/आई/पतिचे नांव पुरुषोत्तम

Sex **M** लिंग **पु**
Age on 1.1.95 **31**
1.1.95 रोजी वय

Address/ पत्ता
Anand Nilay
Kothrud, Karve Putala, P.M.T. Sta
Tal. Haveli, Dist. Pune
आनंद निलय
कोथरुड, कर्वे पुतळा
ता. हवेली, जि. पुणे



Electoral Registration Officer
मतदार नोंदणी अधिकारी

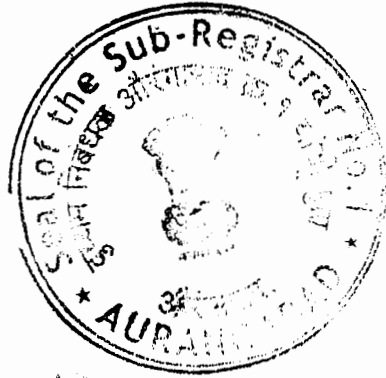
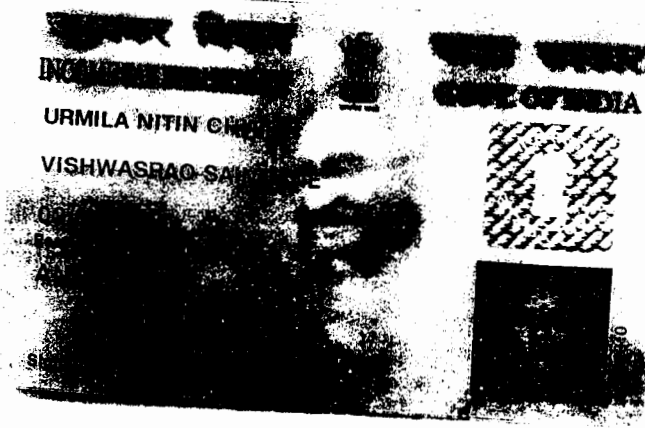
For **247 Shivaji Nagar** Assembly Constituency
२४७ शिवाजीनगर विधानसभा मतदारसंघा करिता

Place/स्थळ **Pune** पुणे
Date/दिनांक **8/1/95**

This card may be used as an identity card
under different Government schemes.
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून
उपयोगात आणता येईल

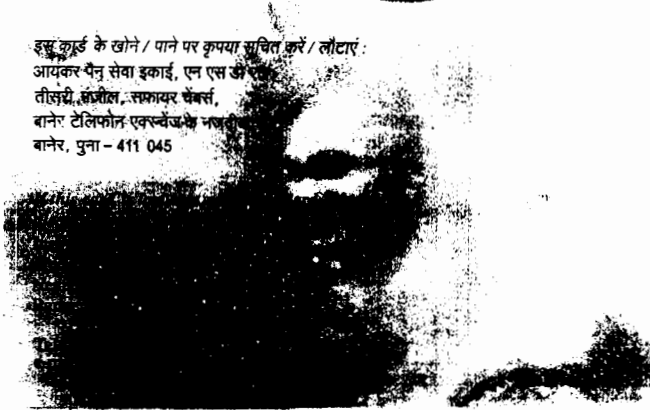
Pathak
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2093	

इस कार्ड के खोलने / पाने पर कृपया सूचित करें / लौटायें :
आयकर-पैन सेवा इकाई, एन एस डी
तीसरी, सजील, सफायर चेंबर,
बानेर टेलिफोन-एक्सचेंज के भवन
बानेर, पुना - 411 045





Government of India



AADHAAR

भारत सरकार

Unique Identification Authority of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/19064/09392

To,
परवीन कैसर खान मोमीन
Parveen Qaiser Khan Momin
W/O Qaiser Khan Momin
H. NO. 11-2-58
WARD NO. 40
NEAR QAISER KHAN CORPORETOR OFFICE RANMAST
PURA NAWAB PURA
Aurangabad
Aurangabad (MH) Aurangabad
Maharashtra 431001
9823038191

Ref: 158 / 01E / 313882 / 315210 / P



UE395272353IN



आपला आधार क्रमांक / Your Aadhaar No. :

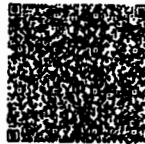
6387 9848 1097

आधार — सामान्य माणसाचा अधिकार



परवीन कैसर खान मोमीन
Parveen Qaiser Khan Momin

जन्म वर्ष / Year of Birth : 1968
स्त्री / Female



6387 9848 1097

आधार — सामान्य माणसाचा अधिकार



सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वाचे नाही.
- ओळखीचे प्रमाण ऑनलाईन अधिप्रमाणा द्वारे प्राप्त करा.

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देशभरात मान्य आहे.
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

01E / 313882



आधार प्रमाणित आहे
Aadhaar is authentic

पत्ता W/O कैसर खान मोमीन, घ. नं. ११-२-५८, वार्ड नं. ४०, कैसर खान नगर सेबक ऑफिस जवळ, रनमस्त पुरा नवाब पुरा, औरंगाबाद, औरंगाबाद, महाराष्ट्र, 431001

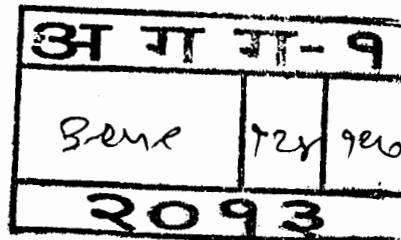
Address: W/O Qaiser Khan Momin, H. NO. 11-2-58, WARD NO. 40, NEAR QAISER KHAN CORPORETOR OFFICE, RANMAST PURA NAWAB PURA, Aurangabad, Aurangabad (MH), Maharashtra, 431001

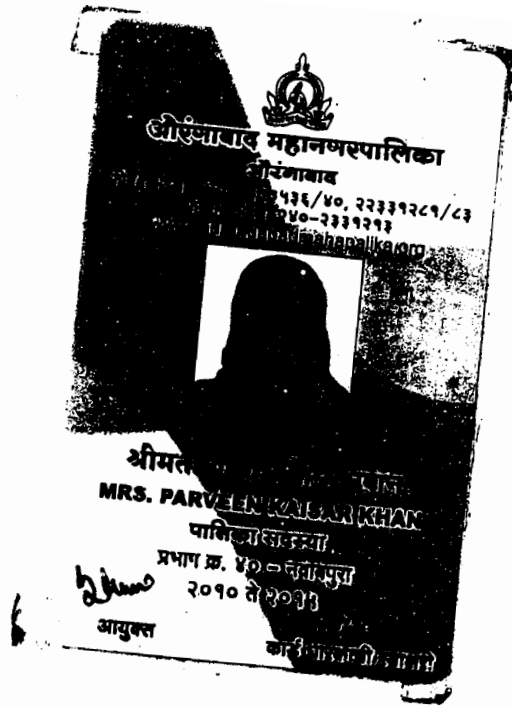
1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001





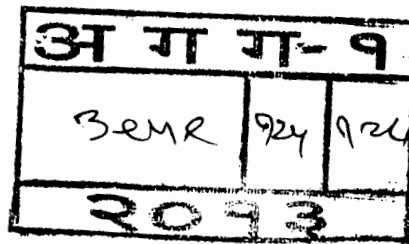
- पत्ता -
घर नं. ११-२-५८, जिन्ती,
रणमस्तपुरा,
औरंगाबाद.

- जन्म दिनांक -
७ जानेवारी १९६६

- संपर्क -
मो. (नि.) ९८२३०३८९९९,
(ऑ.) ९५४५९९९९९९
९९२३००९९९९

हे ओळखपत्र सन्मानीय पालिका सदस्यांच्या
कालायधीसाठीच म्हणजे दि. २८/०४/२०१५
पर्यंत वैध राहिल.

हे ओळखपत्र सापडल्यास कृपया वरील नमूद
पत्त्यावर पाठवावे.





सोमवार, 26 ऑगस्ट 2013 5:23 म.नं.

दस्त गोषवारा भाग-1

अगग1

दस्त क्रमांक: 3959/2013 १२११२०

दस्त क्रमांक: अगग1 /3959/2013

बाजार मुल्य: रु. 18,61,66,908/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु. 1,85,500/-

दु. नि. सह. दु. नि. अगग1 यांचे कार्यालयात

पावती:5437

पावती दिनांक: 26/08/2013

अ. क्रं. 3959 वर दि.26-08-2013

सादरकरणाराचे नाव: महानगरपालिका औरंगाबाद तर्फे

रोजी 5:03 म.नं. वा. हजर केला.

आयुक्त श्री.गोकुळ बबन मवारे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2540.00

डाटा एन्ट्री

रु. 20.00

पृष्ठांची संख्या: 127

दस्त हजर करणाऱ्याची सही:

एकुण: 32560.00

Sub Registrar Aurangabad I

Sub Registrar Aurangabad I

दस्ताचा प्रकार: 73-कार्यकंत्राट

मुद्रांक शुल्क: (ब) ते दहा लाख रूपयांपेक्षा आकि असेल तर

शिक्षा क्रं. 1 26 / 08 / 2013 05 : 03 : 30 PM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 26 / 08 / 2013 05 : 05 : 23 PM ची वेळ: (फी)



26/08/2013 5 22:45 PM

दस्त गोषवारा भाग-2

अगग1

दस्त क्रमांक:3959/2013

१२६१२०

दस्त क्रमांक :अगग1/3959/2013

दस्ताचा प्रकार :-73-कार्यकत्राट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:महानगरपालिका औरंगाबाद तर्फे आयुक्त श्री.गोकुळ बबन मबारे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: शासकिय निवासस्थान गणेश कॉलनी औरंगाबाद, . . पिन नंबर:	लिहून देणार वय :-57 स्वाक्षरी:-		
2	नाव:औरंगाबाद सिटी वॉटर युटीलिटी कंपनी लि.(SPV) कन्सेशनर यॉन्व्या वतीने प्रोजेक्ट डायरेक्टर श्री.श्रीरंग विघननाथ देशपांडे पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: सिडको औरंगाबाद, . . पिन नंबर:AAJCA6445R	लिहून देणार वय :-50 स्वाक्षरी:-		
3	नाव:युनिटी कन्सल्टंट प्रा.लि.पुणे तर्फे चेअरमन व मॅनेजिंग डायरेक्टर श्री.महेश पुरुषोत्तम पाठक पत्ता:प्लॉट नं: 7, माळा नं: -, इमारतीचे नाव: रघुवंश अपार्टमेन्ट प्लॉट नं.78 ,मयूर कॉलनी कोथरुड पुणे , ब्लॉक नं: -, रोड नं: -. . . पिन नंबर:ABFPP7139R	लिहून देणार वय :-49 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत 73-कार्यकत्राट चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:26 / 08 / 2013 05 : 07 : 57 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्रीमती उर्मिला नितीन चित्ते वय:28 पत्ता:सिडको औरंगाबाद पिन कोड:431001		
2	नाव:श्रीमती परविन कैसर खान वय:47 पत्ता:हाऊस नं.11-2-58 रनमस्त पुरा नवाबपुरा औरंगाबाद पिन कोड:431001		

शिक्का क्र.4 ची वेळ:26 / 08 / 2013 05 : 08 : 52 PM

शिक्का क्र.5 ची वेळ:26 / 08 / 2013 05 : 09 : 37 PM नोंदणी पुस्तक 1 मध्ये

Sub-Registrar Aurangabad I



१२६ बुकाचे ३२५२-
नंबरी नोंदला दिनांक २२/८/२०१३
प्रमाणीत करण्यात येते की, या
दस्तामध्ये एकूण १२६ पाने आहेत.

3959 / 2013

सह. दुय्यम निबंधक वर्ग-२
औरंगाबाद क्रमांक -१