

Maharashtra Small Scale Industries Development Corporation Limited., Vikas Bhavan, Dr. Rajendra Prasad Road, Aurangabad-431 001. D-5/STP(V)/C.R.1012/08/2005/825-828

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INDIA STAMP DUTY MAHARASHTRA

S.M. Raka
Mulchand
Mulchand
Signature of Purchaser

ज्योतीनगर

A. B. KAMBLE
M. S. S. I. D. C. Ltd.
Aurangabad.

M/S S I D C RECEIPT

Franking Division : Vikas Bhavan, Ground Floor, Dr. Rajendra Prasad Road, Aurangabad - 431001 Ph. : 2331138, 2344048 Fax : (0240) 2331035

No. : 4407
Date : 16/10/09

Received with thanks from M/s. / Shri. *S.M. Raka*

The sum of Rs. *One thousand four hundred*

by Cash / Pay Order / Cheque / D.D. No. *Cash* Dated _____

Drawn on _____

For M.S.S.I.D.C. Limite 1

Rs. _____

Sub-Registrar No. 5
AURANGABAD

Franking Division



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BOT AGREEMENT FOR LEASE

THIS BOT AGREEMENT for Lease made at 16th on this day of Oct. 2009, at Aurangabad between:-

Commissioner Aurangabad Municipal Corporation hereafter referred to as "Aurangabad Municipal Corporation "(A.M.C.) (which expression shall unless repugnant to the context to meaning thereof shall include its administrators, Successors and assigns) of the First Part.

AND

M/S. SHALAKA ENGINEERS & J. V.

Joint Venture of Firms having its registered Office at 8, Age Arcade, Osmanpura, Aurangabad-431005 through its authority persons :

Mr. Sunil S/o. Mulchand Raka, Age : 45 yrs., Occup. :
Business, R/o. 187, Good Fellows Residency Samarth Nagar,
Aurangabad.

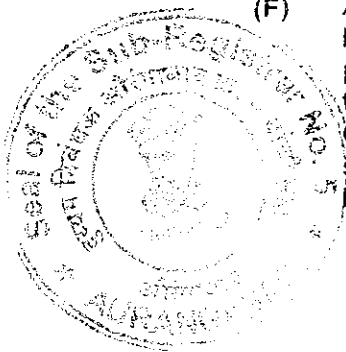
(A company having the incorporated office at 08, Age Arcade, Osmanpura, Aurangabad, hereinafter referred to as "the Concessionaire" (Which expression shall unless repugnant to the context to meaning thereof shall include its administrators, Successors and assigns) of the Second Part.

AND

M/s. Shalaka Engineers through their authorize person:

Mr. Sunil S/o. Mulchand Raka, Age : 45 yrs., Occp. : Business, R/o, 187, Good Fellows Residency Samarthnagar, Aurangabad-431001. Hereinafter refer to as "Occupant" (Which expression shall unless repugnant to the context to meaning thereof shall include its administrators, Successors and assigns) of the third part.

- (A) **WHEREAS AMC** is the absolute owner in possession of piece of land CTS NO. 16261, admeasuring 4229.50 Sqm. Jyotinagar Aurangabad Maharashtra (State) and is desirous of developing part of land the same to lease space in said swimming pool complex and amenities building to the interested occupants.
AND WHEREAS AMC has decided construction of swimming pool complex on part of CTS No. 16261 open space of Jyoti Nagar Aurangabad Maharashtra. On BOLT basis as per G.B. resolution No. 790/10 Date. 29/03/07 Hereinafter referred to as the "project"
- (B) **AND WHEREAS** in pursuance of the said decision AMC has invited proposals form Entrepreneur / Bidder vide notice inviting Bids No. 285/06 dated 28/12/06 issued by the City Engineer division **BOT CELL**
- (C) **AND WHEREAS** in pursuant of the said Bid Notice, Dated 28/12/2006 **M/s. Shalaka Engineers And J. V. the** concessionaires/s has interalia submitted their bid for the project which has been accepted by the Aurangabad Municipal Corporation on the terms and conditions contained in the contract documents as per S. C. Resolution No. 330 Date 20/03/07 and G. B. Res. No. 790/10 Date 29/03/07
- (D) **AND WHEREAS** has communicated to the concessionaire / bidder the acceptance of the said proposal vide letter of internt dated 12/04/2007 dated the Concessionaire / bidder has signed the concession Agreement dated 07/05/2007 and revised concession agreement dated 11/09/2008 with the Aurangabad Municipal Corporation upon terms, conditions and covenants agree to between them and incorporated in the said agreement.
- (E) **AND WHEREAS** the concessionaire / bidder by virtue of clause 6 (e) Form -2 of the concession agreement dated 07/05/2007 and revised concession agreement dated 11/09/2008 is entitled and empowered to grant lease / occupancy rights on behalf of Aurangabad Municipal Corporation to and in favor of any party/occupant/s in respect of amenities and swimming pool etc. constructed or provided in the swimming pool complex.
- (F) **AND WHEREAS** the occupant has approached the concessionaire / bidder to enter into this lease agreement in respect of space of swimming pool complex and amenities building on land area 2114.75 Sqm. Out of them the chargeable area admeasuring 804.00 Sqm. on Stilt Floor & Ground Floor as marked in the plan in Annexure - I in conformity with the several covenants and conditions hereafter appearing and agreed to by and between the parties and execute this lease deed.



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- (G) AND WHEREAS the occupant has carefully studied and examined the building plans, Concession Agreement and other relevant papers and documents relating to the rights, powers and obligations of the concessionaire / bidder in respect of the project and the said occupant is fully aware of conversant with the contents of the said concession agreement and other documents. Occupants has fully satisfied himself / herself / itself as to the title of Aurangabad Municipal Corporation, rights and powers of the concessionaire, as well as the rights and powers of Aurangabad Municipal Corporation and of the concessionaire to enter into this lease agreement.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AND DECLARED BY BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Definitions:**

"Annexure" means any of the schedules, supplements or documents appended to this agreement.

"Applicable Laws" means any and all statute, law, regulation, ordinance, rule judgment, order, decree, bye-laws, approvals, directive, guidelines, policy, requirement or other government or administration having the force of law of any of the foregoing, by Govt. Authority having jurisdiction over the matter in question whether in effects as of the date of this agreement or thereafter.

"Architect" means the Technical Consultant to AMC responsible for overseeing the construction of the project on behalf of the City Engineer, AMC.

"Association" means the Registered co-operative society constituted under the provision of the Maharashtra co-operative society Act. 1960.

"Business" means the trade the occupant instant to carryout in the facility as permitted in occupancy certificate issued by town planning.

"City Engineer" means City Engineer of AMC.

"Chargeable Area" shall mean the area of swimming pool and Amenities area in Sq. mtr. of the project marked in conceptional drawing annexed in Bid documents.

"Concession Agreement" means the agreement date 07/05/2007 entered into by the concessionaire / bidder and AMC in respect of the project.

"Construction period" means the period of 12 months for the commencement date of concession period.

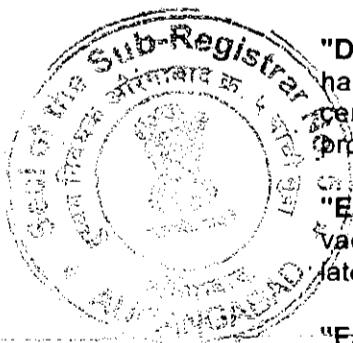
"Concessionaire's Event of Default" means the concessionaire failure to perform any of its obligations in accordance with the provisions of this agreement and or the concession agreement.

"Date of Commercial operations" means the date on which the possession has been granted the occupant subsequent to the grant of occupancy certificate by AMC on satisfactory completion of work with respect to the project.

"Effective Date" means the date of signing this agreement or date of grant of vacant possession of the premises of the commercial complex whichever is later.

"Facility" means the provision / construction of all facilities as envisaged in the project within the terms and condition of the concessionaire / bidder agreement date 07/05/2007 and revised concession agreement dated

21/09/2008.



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"Lease Agreement or Agreement" means this agreement as of date hereof including annexure "I through _____" as may be amended supplemented or modified in accordance with the provisions hereof.

"Party" means either AMC or concessionaire / bidder or occupant as context may require or admit and

"Parties" means AMC and / or Concessionaire / Bidder and Occupant collectively.

"Premises" means Total Complex area including Swimming Pool and Amenities Building on land area 2114.75 Sqmt And out of them the chargeable area admeasuring 804.00 Sqm. on Stilt Floor & Ground Floor allotted to the occupant.

"Project" shall mean the development of swimming pool complex and amenities building through successful concessionaire:

"AMC" means Aurangabad Municipal Corporation.

Occupant's extent of default means the occupants failure to perform any of its obligations in accordance with the provisions of this agreement and or delay in payment of monthly lease rentals exceeding three months.

The words and expressions in this agreement but defined unless repugnant to the context have the meaning respectively assigned to them in the concession agreement.

2. INTERPRETATIONS:

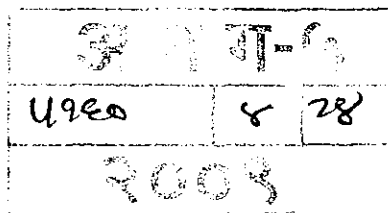
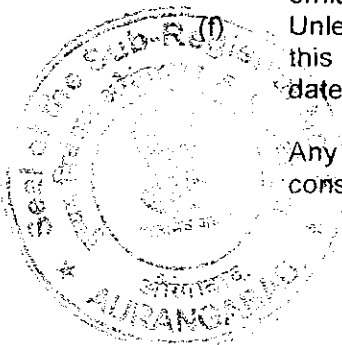
This agreement constitutes the entire understanding between the parties hereto and if there is any aspect not covered by any of the provisions of this agreement, then reference may be made to the concession agreement date 07/05/2007 and revised concession agreement dated 11/09/2008 signed by the concessionaire / bidder and AMC.

In this agreement unless the context otherwise requires:

- (a) The words impairing the singular shall mean the plural and vice-versa.
- (b) 'Article and 'Annexure' shall refer, respectively to Articles of annexure to this agreement. The Annexure to this agreement shall form part and parcel of this agreement.
- (c) A reference to any litigation or law or to any provision thereof shall include reference to legislation or law or to any provision thereof shall include reference to any such law as it may, after the date of this agreement, from time to time be amended, supplemented or re-enacted.
- (d) The reference to the word 'include' or 'include' shall be constructed without limitation.
- (e) The reference to any agreement or deed or other instrument shall be constructed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varies, supplemented or omitted.

Unless otherwise provided, any interest to be calculated and payable under this agreement shall accrue on a monthly basis and from the respective due dates as provided for in this agreement.

Any word of expression used in this agreement, shall unless defined or constructed in this agreement bear its ordinary English meaning.



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3. OWNERSHIP:

- 3.1 The ownership of land and project of (swimming pool complex) always vest with AMC and the occupant has been provided only the lease rights of the premises for such period has been mention below in clause 4 of this agreement.
- 3.2 The occupant has only been leased the premises and the occupant has no right except the right of usage of the common facilities described above in this agreement along with other occupant/s of the complex. The ownership of the common facilities shall always be of AMC.
- 3.3 The said premises of the occupants is 804 . 00 Sqm, the area mentioned is in accordance with the chargeable area of the contract documents. In case of any balance floor space index (FSI) in the project area not forming part of the project, the FSI rights shall rest with AMC and shall be the sole property of AMC. This right shall also extend to any incremental FSI and or privileges that may accrue to AMC at a subsequent date.
- 3.4 That concessionaire / bidder / occupant / any other association or body shall not have any right whatsoever on the balance or incremental FSI in the project.
- 3.5 That AMC has the right to develop such available FSI at a future date in manner it deems fit and the concessionaire/bidder/occupant/any other association or body shall not stop such development initiatives in the future.
- 3.6 That save and accept in respect of the particular premises as mention herein above agreed to be leased, occupant under this agreement shall have no claim of any sort, over and in respect of any other area in the project or any open space.
- 3.7 That the lease hereby granted shall always be subject to and consistent with, the terms and conditions of the concessionaire / bidder Agreement date 07/05/2007 and revised concession agreement dated 11/09/2008 executed between AMC and concessionaire / bidder and such other terms and conditions as may further be agreed by and between the concessionaire / bidder and AMC.
- 3.8 That the Commissioner, AMC reserves the right to grant / extend the lease of any open area / terrace in the complex.) Provided that the use of the said space complies with the development control regulations of AMC and none of the occupants of the complex have any right.

4. TERMS OF LEASE

- 4.1 The lease in respect of the premises has been granted to the occupant by the concessionaire / bidder acting on behalf of AMC by virtue of clause 4.6.19 of tender and 6 (e) of the concession agreement dated 07/05/2007 and revised concession agreement dated 11/09/2008. Total Complex area including Swimming Pool and Amenities Building on land area 2114.75 Sqmt And the chargeable area admeasuring 804.00 Sqm. on Stilt Floor & Ground Floor for a period of 99 years and renewal after 30 years upto 99 years form the date of grant of occupancy right in the swimming pool complex subject to the terms and conditions mentioned in this agreement.

5. RIGHTS, REQUIREMENTS AND OBLIGATION OF AMC



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- 5.1 That by virtue of the concession agreement dated 07/05/2007 and revised concession agreement dated 11/09/2008 executed between AMC and the concessionaire / bidder it has been agreed that the concessionaire / bidder shall construct and developed the project according to AMC's approved design and plan.
- 5.2 AMC shall nominate the city engineer to supervise the construction / development of the project in case of concessionaire / bidder breaches any terms and conditions of the concessionaire. Agreement in respect of project or make use of substandard material in construction of the project. The city engineer shall have the right to reject such breach / material as the case a may be or to direct the concessionaire / bidder to reconstruct the complex / part of the complex according to the plans. The concessionaire shall be liable to remove the said defects / breech at his / her / its own cost.
- 5.3 That notwithstanding anything contained here in, it is agreed and understood between the parties here to the stipulated premises shall at all times remains under the overall control and supervision of AMC and that shall retain dominion over the said stipulated premises and shall at all times have the right to direct the mode and manner of use of the stipulated premises so as or more effectively provide for facilities and amenities expected of such a commercial complex.
- 5.4 That AMC or its authorized agent's shall be entitled to enter the stipulated premises any time without notice either for inspection of for any other purpose, or for termination of lease for removal of occupants and his /her/its belongings form the stipulated premises. In the concessionaire's event default as described here in above in this agreement and the concession agreement dated 07/05/2007 executed between AMC and the concessionaire, AMC shall serve up on the concessionaire/ bidder a notice in writing as provided in clause 4.4.12.3 of tender, the concession agreement dated 07/05/2007 and revised concession agreement dated 11/09/2008 for removal / rectification of the default. However if AMC concludes that the default cannot be resolved / rectified that in that case AMC by virtue of clause 4.4.13 of the concession agreement shall have right to terminate the concession agreement.
- 5.5 AMC in event of termination of concession agreement with the concessionaire, may enter in to such other concession agreement with such other person / party who may be interested in acting and working as concessionaire/ bidder successful entrepreneur / bidder upon such terms and conditions as it deem fit.

In such event this lease agreement shall remain in force and any reference to the term concessionaire / bidder shall mean the new concessionaire / bidder notified by AMC in writing to the occupants.

The notice mentioned above shall be sent by registered post to all the occupants at the address mentioned in this agreement and shall contain the name, address and other relevant information about the new concessionaire / successful entrepreneur / bidder.

AMC shall make all efforts to ensure that the payments already made to the terminated concessionaires/ bidders by the occupant are duely accounted for by the new concessionaire. However, AMC shall not be responsible for any claim for damages or any other loss suffered by the occupant on account of such action or due to delay in completion of the project consequent upon the above - mentioned station.



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- 5.6 In the occupant event of default after the concession period, AMC shall serve upon the occupant a notice in writing mentioning therein the default and shall time, as may deem fit and proper considering the nature of default, to the occupant for removal / rectification of the default. In case the occupant does not remove / rectify the default, AMC is empowered to terminate this lease agreement by giving a one month notice in this regard.
- 5.7 That the responsibility of the construction and development is solely on the concessionaire / bidder and during the concession period the concessionaire / bidder shall keep AMC indemnified against all losses / claims/ damages / in respect of the labour / work-force / injury / retrenchment of labour of other disputes and AMC shall have no concern whatsoever with such disputes, or any claim of permanency of labour on AMC Establishment.
- 5.8 The AMC undertakes to provide the vacant plot of the land for purpose of the project to the concessionaire. Which shall be free from all encumbrances, litigation's and free from all sorts of disputes. In case any delay in construction / completion of the project is found to be due to any such reasons or due to delay on the part of AMC is providing the plot AMC shall solely responsible to the occupant / concessionaire / bidder from any losses suffered by them.
- 5.9 That in the event of any legal dispute in respect of title of the land, ^ AMC shall be liable to identify the concessionaire / occupant in the most appropriate manner.
- 5.10 That the AMC reserve the right to carry out the work of any other facilities near any or all section of the project including the project facility at any time during the lease period the concessionaire / occupant shall give access to such works without any claim for damages.

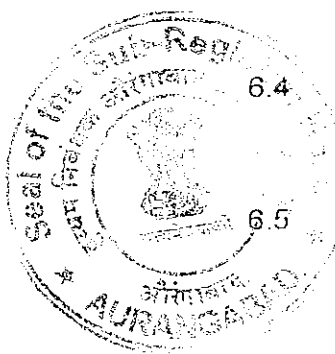
6. RIGHTS, REQUIREMENTS AND OBLIGATION OF CONCESSIONAIRE

- 6.1 That the concessionaire / bidder has been granted the exclusive rights to construct, develop and complete the area in the swimming pool complex by virtue of the concession agreement. The concessionaire / bidder shall develop the project as per the specification and plans of the AMC shall use the best possible skill, material and manpower to construct and develop the project within the time frame provided it by AMC vide the concession agreement dated 07/05/2007 and revised concession agreement dated 11/09/2008.
- 6.2 That the concessionaire / bidder vide the concession agreement is empowered to take the service of the technical person by granting the sub-contracts/ sub- concessions on such terms and conditions as the concessionaire / bidder deems fit and proper, who shall work under the supervision and control of the concessionaire.
- 6.3 That the concessionaire / bidder shall be responsible to keep the plot of land entrusted to him/ her/it AMC for the purpose of the project secured against all the risks, damages due to trespassing / illegal possession. The concessionaire / bidder shall employ sufficient security personal or shall take some other steps as it deems fit for above purpose.

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6.4 That the concessionaire / bidder shall enter into an insurance contract with reputed insurance company that it deems fit and proper and get the property, labour work force insured against all the risks and damages.

6.5 That the concessionaire / bidder shall provide for the separate electricity facility for the occupants according to the plans with the concession agreement. However, the occupant shall apply for an independent electric meter with the concerned authorities and shall get same installed at his



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own independent electric meter with the concerned authorized and shall get same installed at his own cost.

6.6 That the concessionaire / bidder shall hand over the vacant possession of the premises to the occupant only after the receipt of completion and occupation certificate from AMC.

6.7 That the concessionaire / bidder prior to the completion of the concession period shall form a registered co-operative society of the occupants in the commercial complex under the provision of Maharashtra co-operative societies Act- 1960 (Association). The occupant for the meeting of all legal expenditures of advocate in connection with formation of the said association, preparing its rules And regulations and bye-laws and the cost of the preparing endorsing this agreement,

6.8 In the event of default by the occupant during the concession period in making payment on the schedule dates to the concessionaire / bidder this agreement, the concessionaire / bidder serve upon the occupant a notice in writing shall provide therein the nature and default and also time within which the occupant shall be obliged to rectify the default. In case the default its not rectified within time mentioned in the notice to the occupant provided that upon termination of this lease agreement after giving one month notice to the occupant. Provided that upon termination of this agreement, the concessionaire / bidder shall deduct maximum of 10% of the over all up-front non refundable payment, towards expenditure incurred in processing, legal, establishment, stationery etc. and refund the balance some of the occupant however the concessionaire / bidder shall not be responsible to compensate / pay to the agreement refund of the aforesaid amount, the concessionaire / bidder shall be at a liberty to lease out the premises to such persons and at the concessionaire / bidder may deem fit.

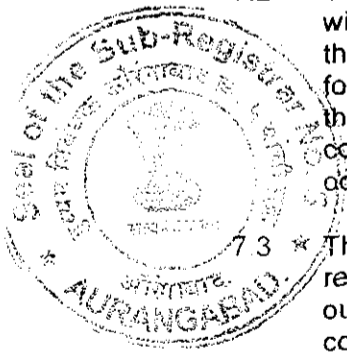
6.9 That the concessionaire / bidder shall bear all expenses towards the maintenance and proper upkeep of the swimming pool complex till the formation of the registered , co-operative society or end of the concession period whichever latter. Thereafter the occupants share such expenses during the period of lease.

7 RIGHT REQUIREMENTS AND OBLIGATIONS OF OCCUPANT

7.1 That the occupant vide this lease agreement, has agreed to acquire **Total Complex area including Swimming Pool and Amenities Building on land area 2114.75 Sqmt. Out of them the chargeable area admeasuring 804.00 Sqm. on Stilt Floor & Ground Floor** of the project on lease for the period as specified in clause 4 above subject to making regular payment of lease rentals and non refundable, non adjustable cash down payment as specified in clause 8 here in below.

7.2 That the occupant shall get the electricity meter installed at his own cost and with prior permission of AMC and shall be liable to make regular payments of the electricity bills. AMC or concessionaire / bidder shall not be responsible for installation or payment of electricity charges of the occupants. However, the concessionaire / bidder shall bear the charges for any electricity consumed before the handing over of the possession of the premises to the occupant.

7.3 That the occupant shall arrange for the payment towards up front non refundable payment and other related expenses for allotment of the premises out of his own sources. However, the occupant if required with written consent of AMC, may assign to any banks, financial institutions or any other tender the occupancy/ lease right of the premises granted under this agreement for the purpose of borrowing and/ or raising finance.



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7.4 That the occupant in event commit any default in repayment of the borrowed money, the tender for the purpose of recovering his dues, shall have all the powers to initiate appropriate proceedings against the occupant including the eviction proceeding against such occupant shall be entitled to transfer the lease rights to any other person or to occupy the premises himself subject to consent/approval of AMC as well as complying with all the requisite procedures transfer procedure including making the payment of any out standing dues to AMC.

7.5 That the occupant shall not assign this agreement or his/her/its interest therein nor shall in anyway encumber, deal neither part with the possession of the office/showroom/shop or any part there of without obtaining previous written consent of AMC however, AMC shall not refuse to permit the occupant to transfer the lease right of the remaining lease period to any other person to

provided a transfer fee @ 5% of the retable value is paid by the occupant and upon satisfaction of AMC that the transfer would not use the premises for any illegal or unlawful purpose and also satisfaction about the financial soundness of the transfer in order to ensure it self regarding the payment of lease rentals. This transfer fee will not be applicable in case of death of the occupant (incase the occupant is an individual) and subsequent transfer of his right his nominees / legal heirs.

7.6 That the occupant shall take possession of the premises within 15 days of the receipt return notice from the concessionaire / bidder that the Occupation certificate has been obtain by AMC.

7.7 That the Occupant (s) of the swimming pool complex shall join the Association formed by the concessionaire / bidder for the propose of ensuring the safety, maintenance and proper up-keep of the swimming pool complex by the complying with all the necessary documents as required by the concessionaire / bidder within 15 days of receipt of such documents.

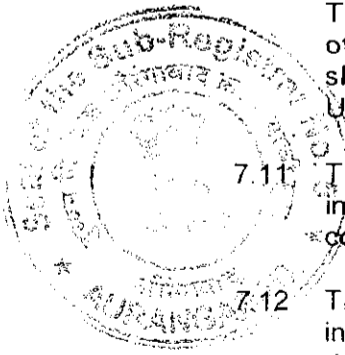
7.8 That the occupant shall on or before the delivery of possession of the said premises keep Deposited with the concessionaire / bidder totally.

7.9 That the Association formed for the purpose shall appoint sufficient numbers of security and maintenance personals. The payment of salary, etc. to such personals shall be made by the Association. Out of the monthly subscriptions received by the members of the association/occupant. AMC/ Concessionaire / bidder shall not be liable in any manner whatsoever for payments to such persons.

7.10 That the occupant shall bear any and all costs/expenses towards maintenance and proper upkeep of the swimming pool complex but not limited to common facilities, accessories, materials, any & all repairs & replacement, lighting, electrical fittings lift operation and maintenance etc. The payment for such cost / expenses shall be made by the Association out of monthly subscriptions received by the members of the Association / AMC shall not be liable in any manner whatsoever for maintenance and proper Upkeep of the commercial complex.

7.11 That the occupant shall at all times be strictly required to follow and implement the Maintenance Manual supplied to them by AMC/ concessionaire.

7.12 That the occupant shall also get the whole of the swimming pool complex including the common facilities therein, fully insured against damages by fire, riots, civil, commotion, earthquake, electric fire, floods /etc, and pay insurance charges as and when demanded by Association.



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- 7.13 That the Occupant shall not do or permit to be done any act which may invalidate or any way adversely affect the insurance of the project or which may render the said association liable to pay any extra or excess insurance nonrefundable deposit in any such event the Occupant shall be liable to reimburse to the association any such excess/extra expense incurred by the Association.
- 7.14 That the Occupant shall not throw dirt, rubbish, garbage, or refuse or permit the same to be thrown in the swimming pool complex or in any, common passage or on any other portion of the project except at the place provided for the same.
- 7.15 That the occupant shall keep and maintain the interior of the office/showroom/shop in accordance with building regulations and bye- laws of AMC or any other applicable therefore the occupant shall also comply with the maintenance Manual enclosed vide Annexure II.
- 7.16 That it is further provided that without the written approval of AMC which shall not be unreasonably withheld, the Occupant shall also not alter the original colour of the outside of the premises of the facade and front elevation nor erect own screens, curtains, or blinds on the exterior nor paste paper, hand bills, advertisements, posters, notices etc. on the glass nor permitted the same to be made, fixed, altered or erected.
- 7.17 That the Occupant shall use the leased premises for doing the trade of Swimming Pool Complex and amenities building the. change of the trade by the Occupant at any subsequent stage shall only be permissible with the prior written approval of the Commissioner, AMC and such approval shall not be withheld unreasonably.
- 7.18 That if it shall at any time appear to AMC that any goods or articles being sold or exhibited or exposed for sale into the premises are of obnoxious, obscene or undesirable nature, the Occupant on being required by AMC remove or cause to be removed the same from the premises.
- 7.19 That the Occupant shall not carry on any illegal activity in the leased premises. In case he/she/it does so, the lease granted under this agreement shall liable to be terminated forthwith without notice.
- 7.20 That the Occupant shall not be hold or permit to be held action in the leased premises without the prior written consent of the commissioner, AMC.
- 7.21 That the Occupant shall not store or cause to be stored any hazardous, combustible or dangerous goods except in its stipulated space.
- 7.22 That the Occupant not employ for the work at the leased premises any persons who is not good character and behavior or is suffering from any contagious or infectious disease in order to maintain the safety of the life and property of the other Occupants.
- 7.23 That the Occupants shall not create or cause to be created any hindrance, nuisance to the entrances, gates, halls passages, staircases, lifts or any other common facility.
- 7.24 That the Occupants shall make regular and timely payments of property taxes, all taxes, duties, levied tax and charges that may be levied, claimed or demanded from time to time by AMC and any Government Agency in respect of its business and the leased premises.



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- 7.25 That the Occupant shall not do or permit to be done, in the lease premises, any other place within the complex, any Act which may create nuisance or annoyance to any other Occupants or which may interfere with the quite comfort of other Occupant of the complex.
- 7.26 That the Occupant shall permit the concessionaire / bidder (during the Concession period) and AMC its servants, agents or any other authorized persons to enter upon the premises at all reasonable times for examining the condition of the premises or doing such work as it may deem fit and necessary for the purpose of repairs, alterations servicing or improvement of the common facilities of the Project.
- 7.27 That the Occupant shall indemnify and keep indemnified the AMC during the entire lease period against all claims of liabilities by any party resulting from damages, accident or any other reason whatsoever to persons/machinery directly or indirectly connected with the project.
- 7.28 That the occupant shall make arrangement to erect the sign board showing the name of Municipal Corporation Aurangabad at entrance as swimming pool of Municipal Corporation Aurangabad and it should be readable at all time with in the lease period.

8. PAYMENTS TO CONCESSIONAIRE /AMC

- 8.1 The CONCESSIONAIRE is enter into tripartite lease agreement with AMC as deemed occupant of swimming pool complex and amenities building, (as per the condition of clause No. 4.6.18 the tender document.)
- 8.2 The Occupant shall commence the payment of lease rental to AMC from the effective date and lease rental for each month shall be paid on or before the seventh day of the immediately succeeding month. The lease rental for the complex will have to pay rent Rs. 5/- per Sqm. per month on chargeable area to AMC, and same rent max. of 99 years. *
- 8.3 Lease rental remaining unpaid on respective due dates would carry interest @ 1.5% p.m. from the due date till the date of payment of realization thereof.

9. JOINT RESPONSIBILITY

In the event that any damage is caused in part only due to the negligence or default or omission on the part of the parties. Each party (excluding AMC) shall be liable to the other party only in proportion to its respective degree of negligence or default omission as the case may be.

10. SEVERAL OBLIGATIONS

Nothing contained in this agreement shall be construed to create an Association, trust, partnership, agency or joint venture among the parties and parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with provisions of this agreement,

11. SEPERABILITY

If for any reasons whatsoever any provision or any part (s) of this agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations effective and applicable during lease period, by any competent arbitral tribunal or court such provisions shall be fully separable and this agreement shall be constructed as if such provision or such part (s) of this agreements never compromised and the remaining provisions of this agreement shall remain in full force and effect and shall not be effected by such void or illegal or invalid provisions or by its severance from this agreement.



31/1/2018	
4280	99/28
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- 12. **AMENDMENTS, MODIFICATIONS, ETC.**
No amendments, modifications or alterations of or any additions to the terms and conditions of this agreement shall be valid unless the same be in writing and agreed to by the relevant parties.
- 13. **DISPUTE RESOLUTION**
In the event of any dispute or difference arising out of or concerning the subject matter of these present or any convenient, clause or thing therein contained or otherwise arising out of the tenancy/development/Occupancy between any two or all parties hereto, the same shall be referred to The Commissioner, AMC and the decision of the Commissioner AMC shall be conclusive and binding on the parties hereto.
- 14. **GOVERNING LAW**
This agreement shall be governed by and construed in accordance with the laws of the Republic of India. This Lease Agreement shall be executed in quadruplicate. The original plus one copy shall be retained by AMC. The remaining two copies shall be retained with concessionaire / bidder and occupant respectively. The stamp duty and registration charges and all other expenses in respect of this lease agreement, duplicate, triplicate an quadruplicate thereof shall be borne and paid by the occupant. The estate Officer of AMC shall maintain the record or Rights of all Occupants and subsequent transfers.

IN WITNESS WHEREOF, the parties, intending to legally bound, have caused this agreement on the day, month and year first mentioned herein above. This Agreement is signed and executed by all the parties in presence of each other as well as in the presence of the witness mentioned below who have also signed this agreement in presence of all the parties.

For, Aurangabad Municipal Corporation

Aurangabad Municipal Corporation
BOT Chief
(Signature)
(on behalf of the Commissioner Aurangabad Municipal Corporation)

For Concessionaire
For and on behalf of
M/S. SHALAKA ENGINEERS & J. V.
Authorize person

Mr. Sunil M. Raka
(Signature)

For and on behalf of Occupant
Mr. Sunil M. Raka
(Signature)



WITNESS:

1. Mohamed Wasil Ullah
(Signature)

2. Ajay Patil (Apatil)
(Signature)

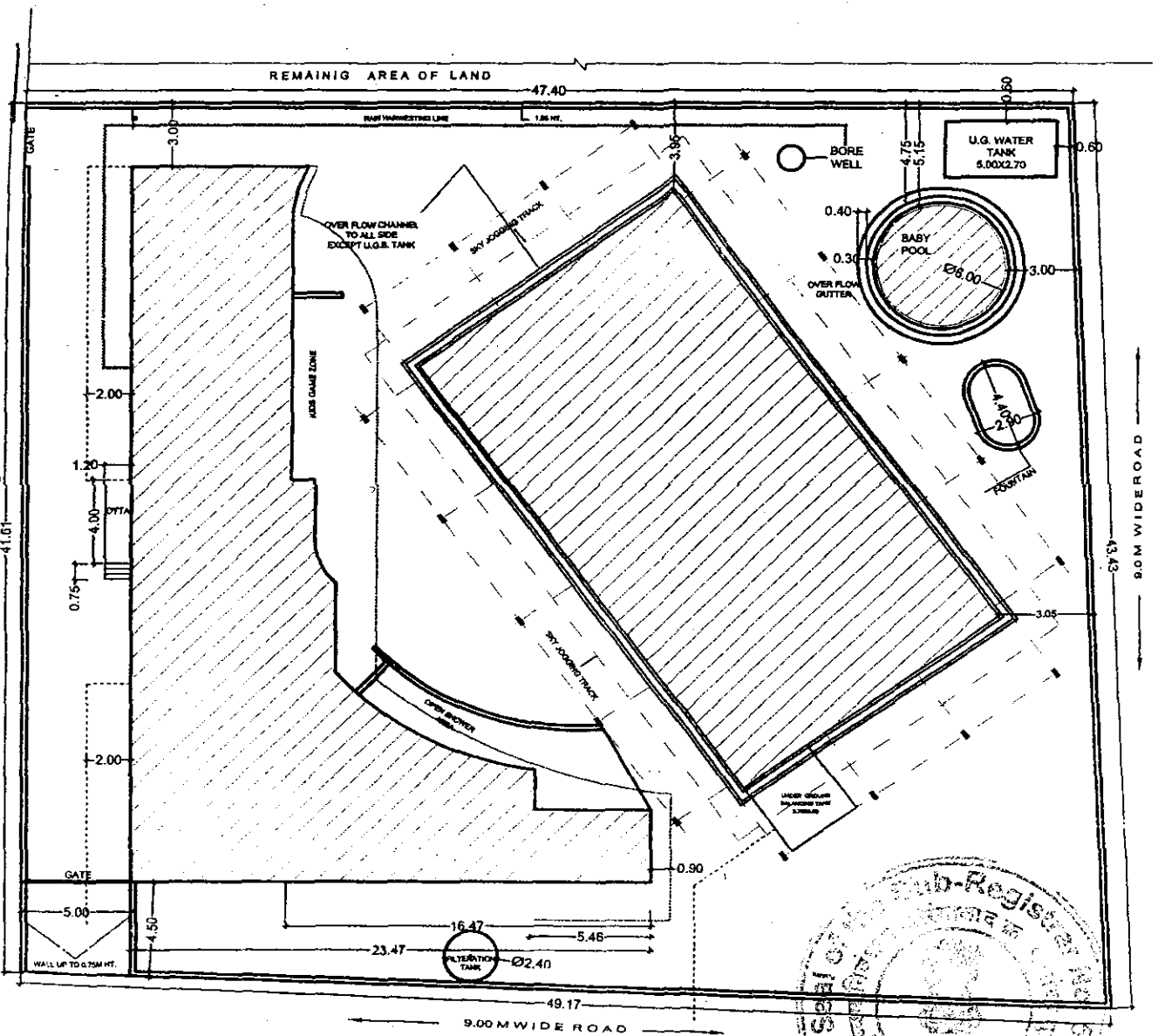
ST-11-5	
4920	92/28
2009	

s/c member
Mr. Narayan Kuchhar
(Signature)

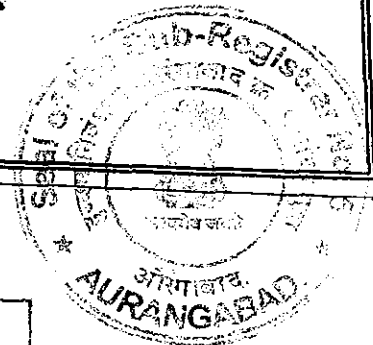
s/c member Mr. Jawed Khan

(60)

**PLAN FOR LEASE DEED ON C.T.S. NO.
16261, SHEET NO. 171, AT
JYOTINAGAR, AURANGABAD.**



GROUND FLOOR PLAN
SCALE : 1:100



OCCUPANT.

Praka

977-63	93 28
4980	93 28
9708	

**COMMISSIONER
AMC.**

भारत १९५७

Original
नॉदणी ३९ म.
Regn. ३९ M

607

भारत सरकार
भारत प्रजासत्ताक
भारत सरकार, नई दिल्ली
भारत सरकार, नई दिल्ली
भारत सरकार, नई दिल्ली
भारत सरकार, नई दिल्ली

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INDIA STAMP DUTY

A. S. S. I. B. C. Ltd.
Aurangabad.

३१ ११ ११-६
१९६८ १ ९

RECEIPT

No.: 11957

Date: 7/5/07

Received from M/s. / Shri. Shree...

Order / Cheque / O.D. No. 02 Dated _____

For M.S.S.I.B.C. Ltd.
Franking Division

60



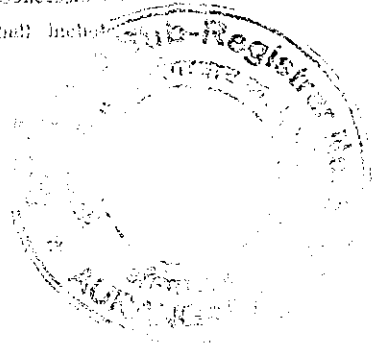
CONCESSION AGREEMENT

This agreement made at Aurangabad on this 7th day of May 2007 between the
Board of Aurangabad Municipal Corporation herein after referred to as "A.M.C." (herein
after) and the undersigned representative to the context or meaning thereof shall include its administrative
and financial affairs of the other part.

AND

whereas Shree... is a company registered under the Companies Act, 1956 (1 of 1956) and
under the Companies Act, 1913 (VII of 1913), a Company having the incorporated local name
... Company Aurangabad hereinafter referred to as "the Concessionaire"
and the undersigned representative to the context or meaning thereof shall include
its administrative and financial affairs of the other part.

३१ ११ ११-६
५९६० १९ २५



Signature: ...

अ ग ग-६
 १९९८ ३ ९
 २००७



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5. Aurangabad Municipal Corporation in consideration of the Concessionaire, has agreed to make payment of Rs. 4,00,000/- (Rupees Four Lacks only) as nonrefundable deposit for grant of right to develop and complete the project in conformity with the provisions of the contract Documents hereby grants the Concessionaire / bidder the right to develop the project.

6. The Concessionaire / bidder does hereby agree:

- a) To duly execute and complete the project in all respect entirely at the cost of the concessionaire / bidder and strictly in accordance with the approved designs, drawings and works specifications under technical control and supervision of the A.M.C. and within the time limits specified therein.
- b) Municipal Corporation will provide separate water line up to the pool site from main. Only water charges will be borne by bidder and water charges will be as per residential use.
- c) To duly observe and perform all the terms and conditions in the contract documents.
- d) To pay Rs. 3,50,000/- (Rupees Three Lacks Fifty Thousand only) as project development fee, in the form of Demand Draft, in installment such as
 - i) Rs. 1.00 lacks at the time of concession agreement.
 - ii) Rs. 1.00 lacks after three month of concession agreement.
 - iii) Rs. 1.50 lacks after six month of concession agreement.

and the nonrefundable deposit amount of Rs. 4,00,000/- (Rupees Four Lacks only) have already paid to A.M.C.

e) To market, swimming pool complex and enter into tripartite agreement(s) provided in the Contract Documents with A.M.C. and the occupants of the swimming pool Complex.

7) Settlement of disputes

A) If any dispute or difference or claims of any kind arises between concessionaire/ bidder and AMC in connection with, construction, interpretation or application or any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together, in an effort to resolve such dispute, difference or claim by between them.

The party may, in appropriate cases may refer the matter to an expert appointed by them with mutual consent. The parties agree to abide by the decision/ opinion of the Expert. The cost of obtaining the services of the Expert shall be born by the concessionaire / bidder

B) All differences and disputes regarding to this project arising out of this agreement shall be resolved by arbitrator, and arbitrator will be appointed with the consent of both the parties.

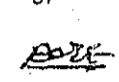


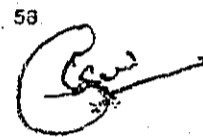


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Roote - Sisodiyas Akers

Original
नोंदणी 39 म.
Regn. 39 M

C611

7/03/2007	दुय्यम निरंखक	दस्त गोषवारा भाग-1	अगुण
6/02/2007	ओरंगाबाद 6		दस्ता नं 1968/2007
दस्ता क्रमांक	1968/2007		
दस्ताचा प्रकार : कारस्थान किंवा त्याचे अहितेष्ट किंवा करार संक्षेपलेख			
पक्षकारांचे नाव व पत्ता			
पक्षकारांचे नाव व पत्ता	पक्षकारांचा प्रकार	छायाचित्र	अंगठजाचा ठराव
मिश्र शिवाजी इंजिनियर्स हफ रथि मिश्रीलालजी लुनावत व दोघी पत्ता : सर/मॉडि रो - पत्तणी/पत्तणी - इमारतीचे नं. - इमारत नं. - नगर/तलाव/पुणे शहर/गाव/पुणे राज्याचा - जिल्हा - पो. क्रमांक -	लिहून देणार वय 37 सही 		
पक्ष ओरंगाबाद महानगरपालिका नॉक सिटी इंजिनियर्स महानगरपालिका रोणे पत्ता : सर/मॉडि रो - पत्तणी/पत्तणी - इमारतीचे नं. - इमारत नं. - नगर/तलाव/पुणे शहर/गाव/पुणे राज्याचा - जिल्हा - पो. क्रमांक -	लिहून देणार वय 58 सही 		



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५१६० १९२४
२००९

महानगरपालिका ओरंगाबाद, महानगरपालिका रोणे, पत्ता : सर/मॉडि रो - पत्तणी/पत्तणी - इमारतीचे नं. - इमारत नं. - नगर/तलाव/पुणे शहर/गाव/पुणे राज्याचा - जिल्हा - पो. क्रमांक -

Original
नोंदणी 39 म.
Regn. 39 M

663

दस्त गोषवारा भाग - 2

अगगा

दस्त क्रमांक (3349/2008)

१११

दस्त क्र. [अगगा 3349-2008] चा गोषवारा
बाजार मूल्य 10 मोददला 0 भरलेले मुद्रांक शुल्क : 100

पावती क्र.: 3508 दिनांक: 11/09/2008
पावतीचे वर्ण-1
नांव: शलाका इजिजिअरी अण्ड जे. व्ही. वर्गे
भागीदार रवि मिश्रीदासजी तुनांगल

दस्त हजर केलासा दिनांक : 11/09/2008 01:25 PM
निष्पत्तीचा दिनांक : 11/09/2008
दस्त हजर करणा-याची सही :

Root

100 नोंदणी फी
180 अक्कल (अ. 11(1)), पृष्ठांकनाची नक्का
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

280: एकूण

दस्ताचा प्रकार : 85) चुक दुरुस्ती पत्र
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 11/09/2008 01:25 PM
शिक्का क्र. 2 ची वेळ : (फ्री) 11/09/2008 01:33 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 11/09/2008 01:33 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 11/09/2008 01:34 PM

दस्ता सोब येण्याचा दिनांक : 11/09/2008 01:34 PM

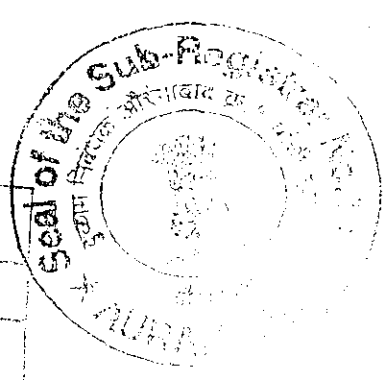
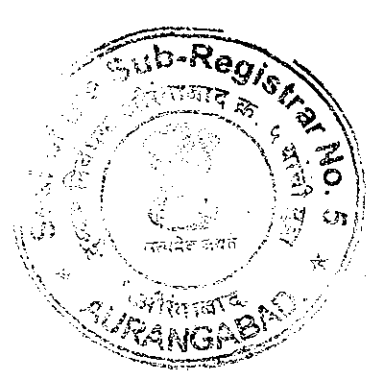
दस्त निवडणाऱ्याची सही, औरंगाबाद 1

ओळख :
सालीय इतर असे निवेदीत करतात की, वेळोवेळी
दस्ताची ओळख पटवितार.
1) बाजार मूल्यदस्ताची पाटील, घर/फ्लॅट नं.
महली/रस्ता:
ईमारतीचे नाव -
ईमारत नं:
पेट/वस्तुहस्त औरंगाबाद
शहर/गाव:-
राज्य:-
दिनांक :-
2) चुक दुरुस्ती पत्राच्या, घर/फ्लॅट नं.
महली/रस्ता:
ईमारतीचे नाव -
ईमारत नं:
पेट/वस्तुहस्त औरंगाबाद
शहर/गाव:-
राज्य:-
दिनांक :-



१०८५५८१३३४९-
नंबरी नोंदला दिनांक ११/११/०८
प्रमाणित करण्यात येते की या
दस्तामध्ये एकूण *१* भागे आहेत.
सह. दुय्यम निवडक वर्ग-२
औरंगाबाद क्रमांक-१

Root
दस्त निवडणाऱ्याची सही
औरंगाबाद १



4980 9628
2008

ज्योतीनगर

Small Scale Industries Development Corporation Limited, Vikas Bhavan, Dr. Rajendra Prasad Road, Aurangabad-431 001. D-3/SIP(V)/C.R.1012/02/2005/125-822

भारत 45236
14751
R.00001111
INDIA STAMP

66

Signature of Purchaser
Shalaka

Signature of Purchaser



ANSSINDC RECEIPT

Franking Division: Vikas Bhavan, Ground Floor, Dr. Rajendra Prasad Road, Aurangabad - 431001 Ph. : 2331138, 2344048 Fax : (0240) 2331035

No. : 5070

Date : 01/11/08

Received with thanks from M/s. / Shri. *Shalaka* left

The sum of Rs. _____

by Cash / Pay Order / Cheque / D.D. No. _____ Co. _____ Dated _____

For M.S.S.I.C.L. Limited

Franking Division

S.P.A. - (Y) 156 - (200 Books) - 10-07.

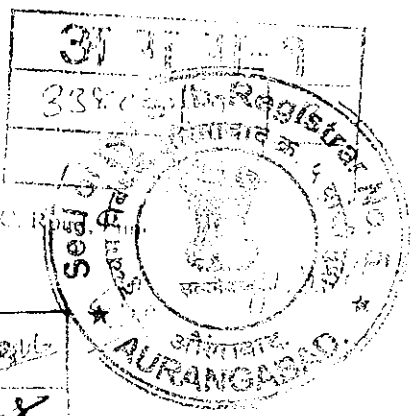
DEED OF CORRECTION TO THE CONCESSION AGREEMENT

This Deed of Correction to the Concession Agreement, registered as No. 1968 at the Office of Sub-Registrar, Aurangabad, is being executed to be on this 11th day of September 2008, at Aurangabad, between :-

Commissioner of Aurangabad Municipal Corporation, Aurangabad. (Hereinafter referred to as "AMC", which expression shall unless a contrary context or meaning thereof shall include its administrators, successors and assigns) of One Part.

AND

- 1. Mr. Ravi Lunawa, Aged about 50 years, Occup: Proprietor of M/s. Bindu Impiments, Car No. Kunda Bopsey s/o. Petrol Pump, E. C. Road, M/s. Shil S/o. Murchand Kani, Aged 45 years, Occup: Business, Res: S/o. Arunde, (27/11/10/08), Aurangabad.

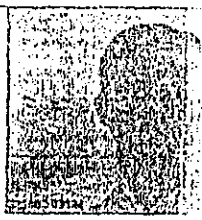
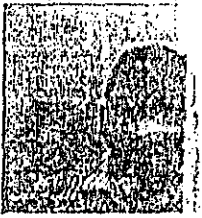
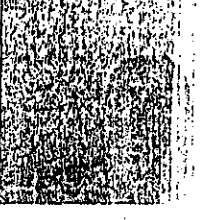



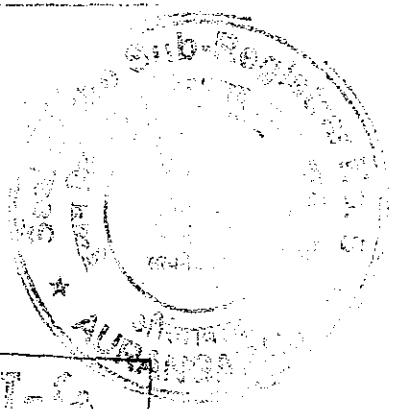
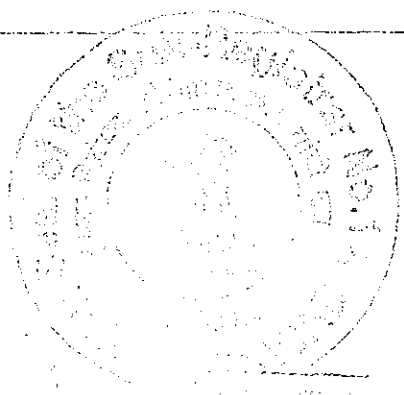
4980 9028
2008

दस्ता मोबतारा भागना

26/5 6617

पुस्तक दिनांक
 दिनांक : 13/07/2008
 पुस्तक प्रकार : पुस्तकी पत्र

पुस्तकका नाम न यस्त	पुस्तककाराका प्रकार	छायाचित्र
पुस्तककाराका नाम न यस्त पुस्तककाराका प्रकार पुस्तककाराका उमेर पुस्तककाराका पेशा पुस्तककाराका पता पुस्तककाराका शहर पुस्तककाराका जिल्हा पुस्तककाराका राज्या पुस्तककाराका देश	लिहून घेणार वय 34 राशी <i>Park</i>	
पुस्तककाराका नाम न यस्त पुस्तककाराका प्रकार पुस्तककाराका उमेर पुस्तककाराका पेशा पुस्तककाराका पता पुस्तककाराका शहर पुस्तककाराका जिल्हा पुस्तककाराका राज्या पुस्तककाराका देश	लिहून घेणार वय 46 राशी <i>Park</i>	
पुस्तककाराका नाम न यस्त पुस्तककाराका प्रकार पुस्तककाराका उमेर पुस्तककाराका पेशा पुस्तककाराका पता पुस्तककाराका शहर पुस्तककाराका जिल्हा पुस्तककाराका राज्या पुस्तककाराका देश	लिहून घेणार वय 38 राशी <i>Park</i>	
पुस्तककाराका नाम न यस्त पुस्तककाराका प्रकार पुस्तककाराका उमेर पुस्तककाराका पेशा पुस्तककाराका पता पुस्तककाराका शहर पुस्तककाराका जिल्हा पुस्तककाराका राज्या पुस्तककाराका देश	लिहून घेणार वय 48 राशी <i>Park</i>	



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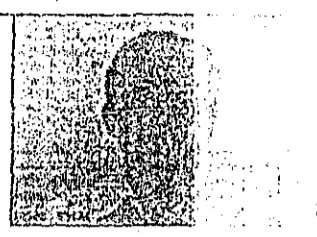
दस्त गोषतारा भाग-1

पत्रांक
दिनांक
संख्या

पदाधिकाऱ्याचा पत्ता पदाधिकाऱ्याचा प्रकार छायाचित्र

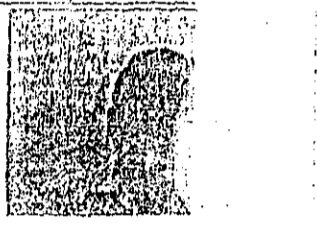
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वय
राही



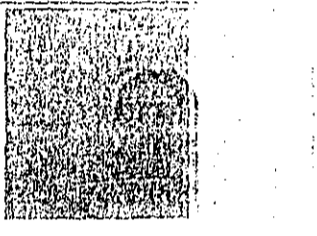
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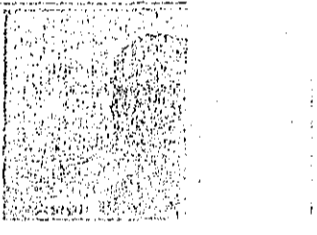
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राही



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प. नं. १००००-१४०-२००२-२०१९६
११ मी. व. मि. क्र. २६१६, दि. (१५-१-२६)

प. नं. मा. २५३१
०.१.६.२०१७

बांधणीचा पत्र आणि बांधणीची पत्रिका

16261

दस्तावेजाचा क्रमांक	३५१९	तारीख	२०१९
पत्रिका	३५१९	बांधणी	२०१९



२५) कालो जेव्हा बांधणी होईल

पत्रिका क्र. ३५१९

३५१९

श्री. बाळकृष्ण पिता भाऊराव परोडे

पुणे

३५१९

श्री. बाळकृष्ण पिता भाऊराव परोडे

पुणे

३५१९

श्री. बाळकृष्ण पिता भाऊराव परोडे

पुणे

३५१९

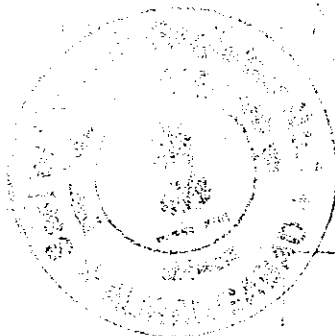
श्री. बाळकृष्ण पिता भाऊराव परोडे

पुणे

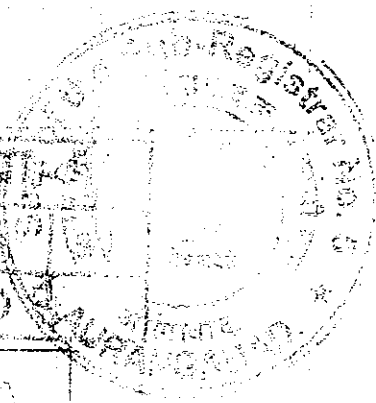
३५१९

श्री. बाळकृष्ण पिता भाऊराव परोडे

पुणे



३५१९
२००९



अ ग ग-१
५१९० २९ २४

Handwritten notes at the top of the page, including what appears to be a name and a date.

28/1/19

23/1/19

Main body of handwritten text, possibly a list or record, containing names and dates.

Handwritten signature and date (28/1/19) on the left side of the page.

Handwritten signature and date (28/1/19) on the right side of the page.

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५९६० १२ २४



Table with multiple rows and columns, containing handwritten entries.

Vertical text on the right edge of the page, possibly a date or page number.

अगग5

दस्त क्र 5160/2009

23/98

/10/2009

दुय्यम निबंधकः

दस्त गोषवारा भाग-1





2:17:06 pm

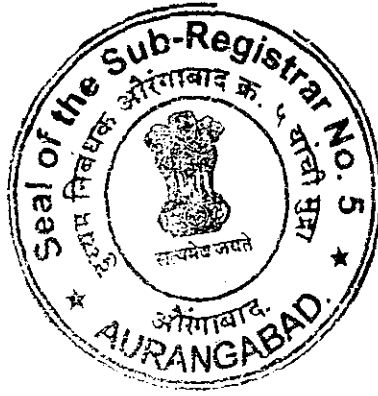
औरंगाबाद 5

दस्त क्रमांक : 5160/2009

L62

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: औरंगाबाद महानगरपालीका तर्फे मुख्य वि ओ टी अधिकारी श्री सैय्यद सिकंदर सय्यद अख्तर अली - - पत्ता: घर/प्लॉट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: औरंगाबाद	लिहून देणार वय 46 सही 16/10/09		
2	नाव: मे. शालाका इंजिनीअर्स अॅण्ड जे व्ही तर्फे श्री सूनिल मुलचंद राका पत्ता: घर/प्लॉट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: -- शहर/गाव: औरंगाबाद तालुका: - पिन: - फोन नम्बर:	लिहून घेणार वय 45 सही		



दस्त गोषवारा भाग - 2

अगग5

दस्त क्रमांक (5160/2009)

२४/२४

दस्त क्र. [अगग5-5160-2009] चा गोषवारा
बाजार मुल्य : 1 मोबदला 750000 भरलेले मुद्रांक शुल्क : 1500

पावती क्र.:5359 दिनांक:16/10/2009

पावतीचे वर्णन

नांव: मे. शलाका इंजिनीअर्स अॅण्ड जे व्ही तर्फे श्री
सूनिल मुलचंद राका

दस्त हजर केल्याचा दिनांक :16/10/2009 12:11 PM

निष्पादनाचा दिनांक : 16/10/2009

दस्त हजर करणा-याची सही :

[Handwritten Signature]

7500 :नोंदणी फी

480 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

7980: एकूण

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिकका क्र. 1 ची वेळ : (सादरीकरण) 16/10/2009 12:11 PM
शिकका क्र. 2 ची वेळ : (फी) 16/10/2009 12:15 PM
शिकका क्र. 3 ची वेळ : (कबुली) 16/10/2009 12:16 PM
शिकका क्र. 4 ची वेळ : (ओळख) 16/10/2009 12:17 PM

दस्त नोंद केल्याचा दिनांक : 16/10/2009 12:17 PM

दु. निबंधकाची सही, औरंगाबाद 5

[Handwritten Signature]

ओळख :

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

1) मो वसील मो युसुफ - , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:औरंगाबाद

तालुका: -

पिन: -

2) अजयगुलाबराव पाटील , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

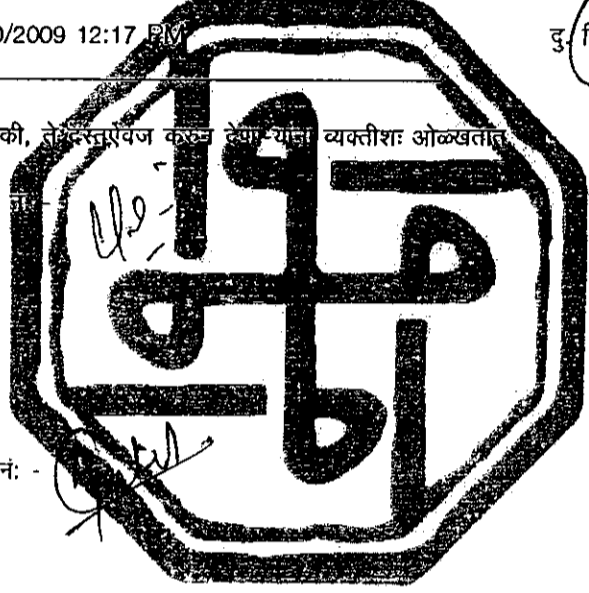
ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:औरंगाबाद

तालुका: -

पिन: -

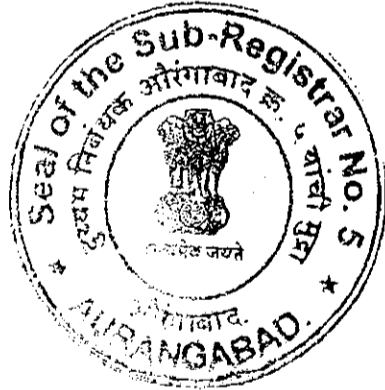


प्रमाणित करण्यात येते की, या
दस्तमध्ये एकूण २४ पाने आहेत

१० बुकाचे ५९६०

नंबरी नोंदला तारीख १६/१०/०९

दु. निबंधकाची सही
औरंगाबाद 5



सह दुययम निबंधक वर्ग-२
औरंगाबाद क्र.५

औरंगाबाद महानगरपालिका औरंगाबाद

बुक क्र. 246

"भोगवटा प्रमाणपत्र" OCCUPANCY CERTIFICATE

अ.क्र. 6135



जा.क्र./मनपा/नरवि/भो.प्र/ 14/ 15/ 19/ 20
कार्यालय महानगरपालिका, औरंगाबाद
दिनांक 15/04/2009

09-10

श्री. सुनील सुब्रह्मण्यम प्रो.
16261
उमोनिगर वे.प्रा.क्र. 13/ 19/ 2008/ 09
रू. 1004/ 2008

औरंगाबाद.

प्रमाणित करण्यात येते की, भू.क्र. / सर्व्हे क्र. / गट क्र. 16261
भू.क्र. मोठ्या उमोनिगर औरंगाबाद मिळकतीवर
भागजा / संपूर्ण ~~हद्दी~~ / ~~पट्टामजला~~ / दुसरा मजला / तिसरा मजला / चौथ्या मजला
साठी बांधकाम परवानगी संख्या क्र. 13/ 19/ 2008/ 09 बांधकाम परवानगी क्र.
1004/ 2008 दि. 04/ 02/ 2009 नुसार परवाना धारक वास्तुविशारद
/ इंजिनीयर / सुपरवायझर श्रीमती / श्री. सुनील सुब्रह्मण्यम
यांना परवाना क्रमांक E-384-88 यांच्या अतिरिक्त सदर इमारतीचे बांधकाम झालेले असून
त्यांनी सादर केलेल्या पूर्णत्व प्रमाणपत्राच्या आधारे सदर बांधकाम झालेल्या इमारतीस भोगवटा प्रमाणपत्र
खालील प्रमाणे / अटीवर देण्यात येते.

- 01. सदरील भूखंडाचे हद्दी व चतुःसिमा बाबत वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी मिळकतधारक / विकासक आणि अर्जदार तथा वास्तुविशारद / इंजिनीयर / सुपरवायझर यांची राहिल.
- 02. सदर भोगवटा प्रमाणपत्र इमारतीचे मर्यादितच आहे. इमारतीचे स्थानांकन, भूखंडाचे क्षेत्र, हद्दी, चतुःसिमा इत्यादी बाबत वाद निर्माण झाल्यास तसेच विकास योजनेनुसार भूखंडाचे स्थानाबाबत भविष्यात वाद निर्माण झाल्यास त्याची सर्वस्वी जबाबदारी अर्जदारावर राहिल, त्या करीता महानगरपालिका जबाबदार राहणार नाही
- 03. सदरच्या भोगवटा प्रमाणपत्राव्यतिरिक्त भविष्यात प्रत्यक्ष जागेवर अतिरिक्त बांधकाम आढळल्यास ते अनाधिकृत दिनापरवानगी समजून त्यावर नियमानुसार कारवाई करण्यात येईल.
- 04. बांधकाम परवानगी मध्ये नमूद केलेल्या अटी अर्जदारास बंधनकारक राहतील.
- 05. विकासकावर विकसित इमारतीचे बाबत इतर कायदानुसार असलेल्या तरतुदी प्रमाणे सर्व बाबींची पूर्तता करण्याची जबाबदारी राहिल.
- 06. सोबतच्या नकाशा प्रमाणे 1st Floor & Ground Floor only साठी एकूण बांधकाम क्षेत्र 422.20 चौ.मी. करीता भोगवटा प्रमाणपत्र देण्यात आले असून चटई क्षेत्र निर्देशांक (F.S.I.) 0.99 वापरला आहे.
- 07. भोगवटा प्रमाणपत्रासाठी जादा बांधकाम दंड / शहर विकास निधी रक्कम रुपये 357.01 चलन क्रमांक 5685 दिनांक 13/04/2009 नुसार भरणा केला आहे.
- 08. _____
- 09. _____

मंजूरी दि. 8/4/2009

[Signature]
आयुक्त,
महानगरपालिका, औरंगाबाद करीता

प्रत :- वार्ड अधिकारी अ,ब,क,ड,ई,फ महानगरपालिका, औरंगाबाद यांना पृढिल कार्यवाहीस्तव.

वड-फ-नर-2

Jyotinagar.

S. Pool.
Jyoti Nagar

c-217



Monday, May 07, 2007

5:59:47 PM

Original

नोंदणी 39 म.

Regn. 39 M.

पावती

पावती क्र. : 2113

गावाचे नाव शहानुरवाडी

दिनांक 07/05/2007

दस्तऐवजाचा अनुक्रमांक

आम 6 01968 2007

दस्ता ऐवजाचा प्रकार

करारनाम किंवा त्याचे अंमलख किंवा करार संक्षेपलेख



सादर करणाराचे नाव:शलाका इन्फिनिअर्स तर्फे सवि मिथीलजी तुनावत व जे.व्ही.

नोंदणी फी :- 7500.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), :- 180.00

रुजगात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (9)

एकूण रु. 7680.00

आपणास हा दस्त अंदाजे 6:12PM ह्या वेळेस मिळेल

मुद्रा दस्त नक्का देला

दुय्यम निबंधक

बह दस्त निबंधक वप २

बाजार मूल्य: 1 रु.

मोबदला: 750000रु.

भरलेले मुद्रांक शुल्क: 750 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: युनियन बँक ऑफ इंडिया औरंगाबाद ;

डीडी/धनाकर्ष क्रमांक: 001023; रक्कम: 7500 रु.; दिनांक: 07/05/2007

पत्ता

Designed & developed by C-DAC, Pune

SARITA REPORTS VERSION 3.2.8

Jyotinagar.

S. Pool.

C-283

Maharashtra Small Scale Industries Development Corporation Limited., Vikas Bhavan, Dr. Rajendra Prasad Road, Aurangabad-431 001. D-5/STP(V)/C.R.1012/08/2005/825-828

भारत 86847
159516
SPECIAL ADHESIVE
महाराष्ट्र
MAY 07 2007
13:06
R.0000750/-PB5352
INDIA STAMP DUTY MAHARASHTRA

C-219

A. B. KAMBLE
M.S.S.I.D.C. Ltd.
Aurangabad.

अ ग ग-६
१९६८ १ ९

M.S.S.I.D.C.		RECEIPT	
Franking Division : Vikas Bhavan, Ground Floor, Dr. Rajendra Prasad Road, Aurangabad - 431001 Ph. : 2331138, 2344048 Fax : (0240) 2331035		No.: 11957	
Received with thanks from M/s. / Shri. <u>Shalaka</u>		Date: <u>7/5/07</u>	
The sum of Rs. _____			
by Cash / Pay Order / Cheque / D.D. No. <u>Ce</u> Dated _____			
Drawn on _____			
Rs. <u>760</u>		For M.S.S.I.D.C. Limited Franking Division	



CONCESSION AGREEMENT

This agreement made at Aurangabad on this 7th day of May 2007 between the Commissioner of Aurangabad Municipal Corporation herein after referred to as "A.M.C." (Which expression shall unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of One Part

AND

M/s Shalaka Engineers & J.V. a company registered under the Companies Act, 1956 (1 of 1956)/ Indian Companies Act, 1913 (VII of 1913), a Company having the incorporated Local office address- 08 Age Arcade Osmanpura Aurangabad hereinafter referred to as "the Concessionaire: (which expression shall unless repugnant to the context or meaning thereof shall include its administrators, successors and assigns) of the other part.

Part Sisodhkar Pakal

C-281

C-221

WHEREAS The Aurangabad Municipal Corporation invited proposals for undertaking the work of "swimming pool. Complex" hereinafter referred to as "the project on Finance Build Transfer basis as per Notice inviting Bids No. 285/06 dated 28/12/06 issued by A.M.C.

AND WHEREAS pursuant to the said Bid Notice, dated 28-12-2006

M/s Shalaka Engineers & J.V. the Concessionaire/s has submitted his / their bid for the project which has been accepted by the AMC on the terms and conditions contained hereunder.

AND WHEREAS after the acceptance of the proposal communicated by the Aurangabad Municipal Corporation, the Concessionaire / bidder is required to enter into a concession Agreement with Aurangabad Municipal Corporation in connection with execution of the project being in fact these presents

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND

BETWEEN THE PARTIES HERE TO AS FOLLOWS

1. Scope of Work :- The project scheme is to develop the part of open space by constructing swimming pool with Amenities through entrepreneur / bidder . The project scheme involves construction of swimming pool, children swimming pool with all amenities like- health club and health care facilities shower area, sports shop etc as per D.C rules. The successful entrepreneur / bidder will be responsible for the construction of the swimming pool complex by his own funds. The Aurangabad Municipal Corporation owner of land of project will allow the successful entrepreneur / bidder to recover his investment by giving the successful entrepreneur / bidder the right to lease out swimming pool complex having land area 2114.75 Sq. mt. With constructed area 422.95 Sq. mt. on a long term lease of 30 years further renewal for maximum 99 years to occupants of his choice on payment of non refundable deposit or by making members of his choice by charging membership fees to avail the swimming pool complex facilities to recover his investment on the said project. The occupant of swimming pool complex will have to pay rent Rs. 5/- per Sq. mt. per month on chargeable area to A.M.C. for first 30 years. A.M.C. will renew this lease for further 30 years on same rent a max. of 99 years.

- 2. The contract documents shall be deemed to form and be read and construed as part of this agreement (all these documents and letters are hereinafter collectively referred to as "contract Documents")
- 3. Other documents such as additional details of the proposal, security Deposit, and other correspondence between the A.M.C. and the concessionaire / bidder are attached therewith, as Reference Documents.
- 4. The words and expressions used in this Concession Agreement shall have the same meaning as are respectively assigned to them in the contract documents.

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2006		

- 2 -

Shodras

Dakass



C-279

31/11/8		
986L	3	8
2006		



C-223

5. Aurangabad Municipal Corporation in consideration of the Concessionaire, has agreed to make payment of Rs. 4,00,000/- (Rupees Four Lacks only) as nonrefundable deposit for grant of right to develop and complete the project in conformity with the provisions of the contract Documents hereby grants the Concessionaire / bidder the right to develop the project.
6. The Concessionaire / bidder does hereby agree:
- To duly execute and complete the project in all respect entirely at the cost of the concessionaire / bidder and strictly in accordance with the approved designs, drawings and works specifications under technical control and supervision of the A.M.C. and within the time limits specified therein.
 - Municipal Corporation will provide separate water line up to the pool site from main. Only water charges will be borne by bidder and water charges will be as per residential use.
 - To duly observe and perform all the terms and conditions in the contract documents.
 - To pay Rs. 3,50,000/- (Rupees Three Lacks Fifty Thousand only) as project development fee, in the form of Demand Draft, In installment such as
 - Rs. 1.00 lacks at the time of concession agreement.
 - Rs. 1.00 lacks after three month of concession agreement.
 - Rs. 1.50 lacks after six month of concession agreement.
- and the nonrefundable deposit amount of Rs. 4,00,000/- (Rupees Four Lacks only) have already paid to A.M.C.
- To market, swimming pool complex and enter into tripartite agreement(s) provided in the Contract Documents with A.M.C. and the occupants of the swimming pool Complex.

7) Settlement of disputes

A) If any dispute or difference or claims of any kind arises between concessionaire/ bidder and AMC in connection with, construction, interpretation or application or any terms and conditions or any matters or thing in any way connected with or in connection with or arising out of this contract, or the right, duties or liabilities of any party under this contract, whether before or after the termination of this agreement, then the parties shall meet together, in an effort to resolve such dispute, difference or claim by between them.

The party may, in appropriate cases may refer the matter to an expert appointed by them with mutual consent. The parties agree to abide by the decision/ opinion of the Expert. The cost of obtaining the services of the Expert shall be born by the concessionaire / bidder

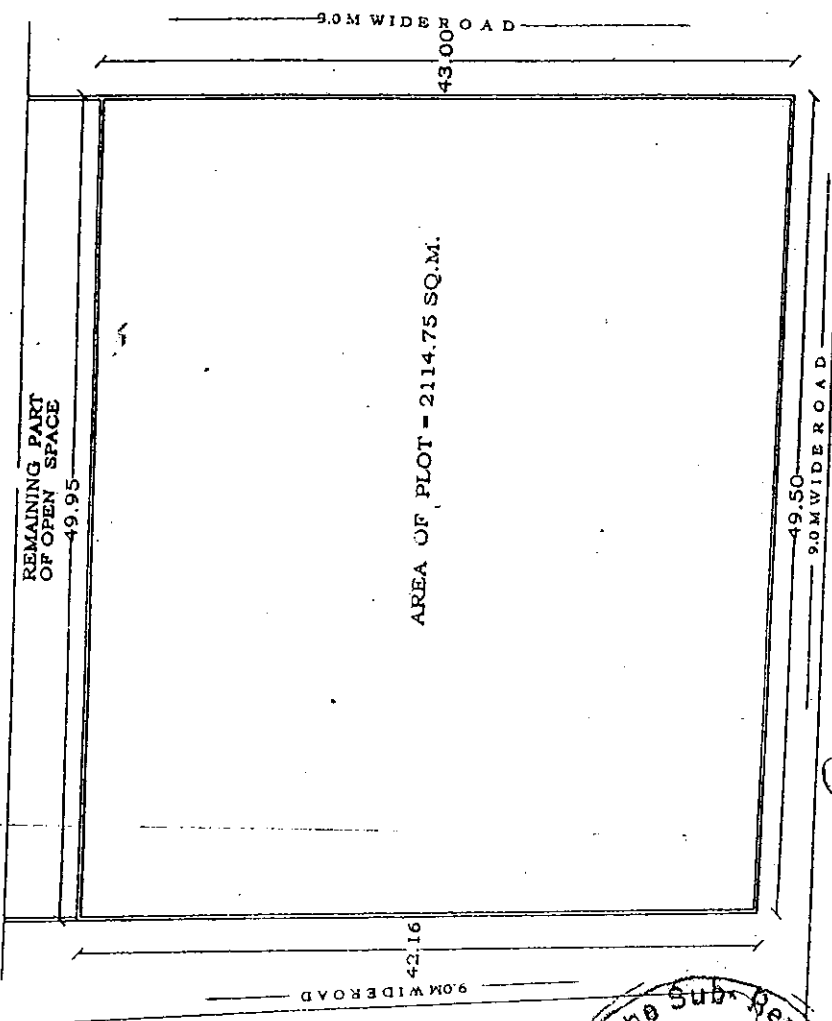
B) All differences and disputes regarding to this project arising out of this agreement shall be resolved by arbitrator, and arbitrator will be appointed with the consent of both the parties, under

Rajeev Sisodia Akash

C-223

C-228

PLAN FOR LEASE DEED ON CTS NO.16261 OF JYOTI NAGAR, AURANGABAD.



NOT TO SCALE

Ravi Sodygi *Rakesh*

SIGNATURE OF BIDDER

[Signature]

SIGNATURE OF ENGINEER
Municipal Corporation
Aurangabad.

31/11-6		
9/12	8	19
2009		



C-275


C-227

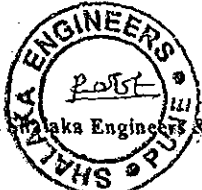
Arbitration and conciliation Act 1996 or law providing in its place at that time and the decision of the Arbitrator shall be final and binding on all the constituents.

8) This concession Agreement shall be governed by and constructed in accordance with laws of the republic of India.

IN WITNESS where of the parties hereunto have set their hands and seals the day and year first above written.

Signed and Sealed by


For Commissioner
City Engineer
Municipal Corporation
Aurangabad


M/s Shalaka Engineers & J.V.

Signature

City Engineer
Seal Municipal Corporation
Aurangabad.

Signature

Seal



In presence of

- 1) part
- 2) Sisodhi & Co.
- 3) Rakoss

1. Name & Address

Chandmunda S. Sisodhi
17 Ahimsanagar
Signature Chandmunda

2. Name & Address

Ajay G. Patil A'bad.
Kidanganer
Signature Patil



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11. दि. म. वि. क्र. 2696, दि. (19-1-26.)

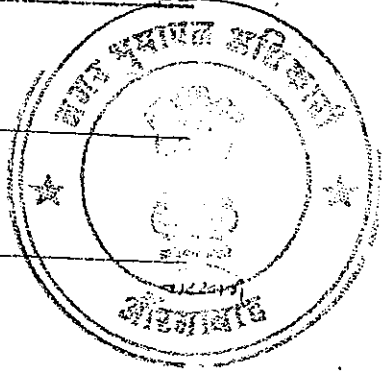
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U. T. S. 20 12.

2122 कायम करेगा. आखीव पत्रिका

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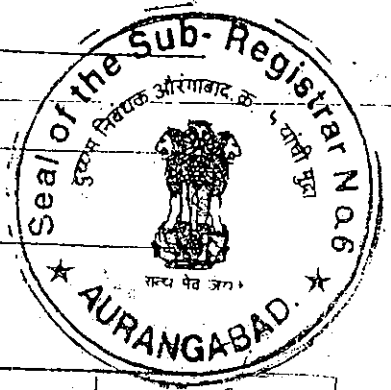
सं. क्र.	10261
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990) शिमली सुरेखा नायक - अंशदाता

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90-90-63	परदेसतंत्र. 683 H दि. 22-3-69 का प्रमाण. 608 अंशदाता: श्री. आलक्षिण्य पिता आनंदराव परदेस	श्री. आलक्षिण्य पिता आनंदराव परदेस
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07/05/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

6:01:26 pm

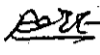





औरंगाबाद 6

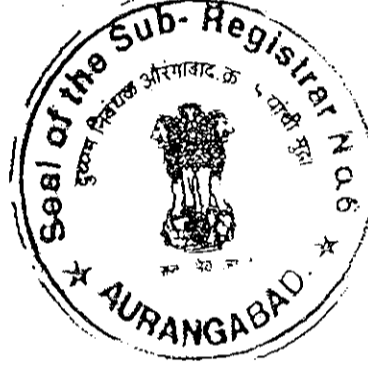
अगग6

दस्त क्र 1968/2007

दस्त क्रमांक : 1968/2007

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: शलाका इंजिनिअर्स तर्फे रवि मिश्रीलालजी लुनावत व जे. व्ही. पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: पुणे शहर/गाव: पुणे तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 37 सही 		
2	नाम: औरंगाबाद महानगरपालिका तर्फे सिटी इंजिनिअर्स चंद्रकुमार शंकरलाल सोनी पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: औरंगाबाद शहर/गाव: औरंगाबाद तालुक	लिहून देणार वय 58 सही 		



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दस्त गोषवारा भाग - 2

अगग6

दस्त क्रमांक (1968/2007)

eye

दस्त क्र. [अगग6-1968-2007] चा गोषवारा
बाजार मुल्य :1 मोबदला 750000 भरलेले मुद्रांक शुल्क : 750

पावती क्र.:2113 दिनांक:07/05/2007

पावतीचे वर्णन

नाव: शलाका इंजिनिअर्स तर्फे रवि मिश्रीलालजी
लुनावत व जे.व्ही.

दस्त हजर केल्याचा दिनांक :07/05/2007 05:54 PM

निष्पादनाचा दिनांक : 07/05/2007

दस्त हजर करणा-याची सही :

Pore

7500 :नोंदणी फी

180 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

7680: एकूण

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

शिकका क्र. 1 ची वेळ : (सादरीकरण) 07/05/2007 05:54 PM

शिकका क्र. 2 ची वेळ : (फी) 07/05/2007 05:57 PM

शिकका क्र. 3 ची वेळ : (कबुली) 07/05/2007 06:00 PM

शिकका क्र. 4 ची वेळ : (ओळख) 07/05/2007 06:00 PM

दस्त नोंद केल्याचा दिनांक : 07/05/2007 06:00 PM

सह दुय्यम निबंधक कार्यालय

क्र. 6, औरंगाबाद

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तावेज करण देणा-यांना व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

1) धर्मेन्द्र शांतीलाल सिसोदिया, घर/फ्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: अहिंसा नगर

शहर/गाव:औरंगाबाद

तालुका: -

पिन: -

2) अजय गुलाबराव पाटील, घर/फ्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: -

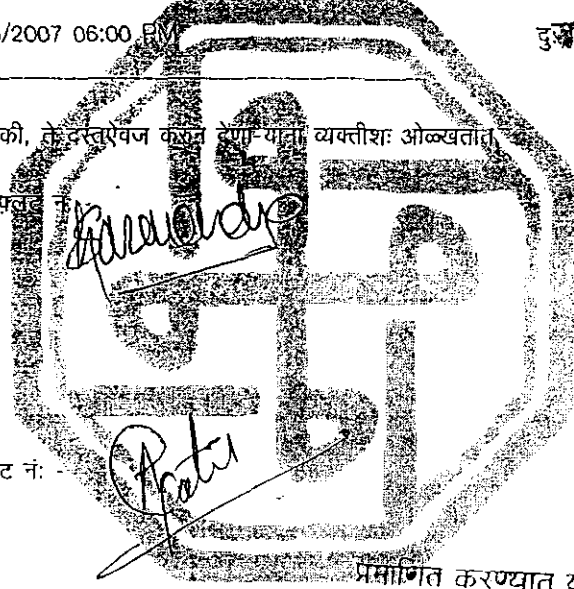
ईमारत नं: -

पेठ/वसाहत: विद्या नगर

शहर/गाव:औरंगाबाद

तालुका: -

पिन: -



प्रमाणित करण्यात येते की,

सदर दस्तावेजात एकूण 2 पाने आहेत

76 बुकाचे 9225

नंबराचे नोंदवला दि. 6/4/07

सह दुय्यम निबंधक कार्यालय

औरंगाबाद 6

सह दुय्यम निबंधक कार्यालय
द. निबंधकाची सही
औरंगाबाद 6



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