वाराभित्र सामी मंडी

पावती

Original/Duplicate

Wednesday, July 03, 2013

5:55 PM

नोंदणी कं. :39म

Regn.:39M

पावती क्रं.: 3788

दिनांक: 03/07/2013

गावाचे नाव: औरंगाबाद शहर

इस्तऐवजाचा अनुक्रमांक: अगग1-3096-2013 इस्तऐवजाचा प्रकार : विकसनकरारनामा

<mark>पादर करणाऱ्याचे नाव: मे.पाटील कन्स्ट्रक्शन इत्फ्रास्ट्रक्चर प्रा.ली. औरंगाबाद तर्फे डायरेक्टर</mark>

श्री. मल्लीकार्जुन **ब**सवंतराव पाटील

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 400.00

पृष्ठांची संख्या: 20

₹. 30400.00

गपणास मूळ दस्त विजनिल प्रिंट व सीडी अंदाजे 6:14 PM ह्या बेळेस वि

ाजार मुल्य: रु.8≇00000./-

मोबद्रलाः रु.8400000/-

ारलेले मुद्रांक शुल्क : रु. 16800/-

) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-ोडी/धनादेश/पे ऑर्डर क्रमांक: 029257 दिनांक: 03/07/2013 केचे नाव व पत्ता: The Latur Urban Co-Op Bank LTD,Latur "

) देयकाचा प्रकार: By Cash रक्कमः रू 400/



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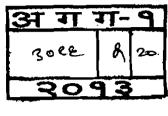
CONCESSION AGREEMENT

20

This agreement made at Aurangabad on this 03th day of July 2013 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.

(CONCESSION AGREE MENT) (PAGE NO. (1))





AND

M/s. Patil Construction & Infrastructure Pvt. Ltd. a company registered under

the Companies Act. 1956 (1 of 1956)/ Indian Companies Act. 1913 (VII of 1913),

a Company having the incorporated office at 3rd floor, PMPML commercial

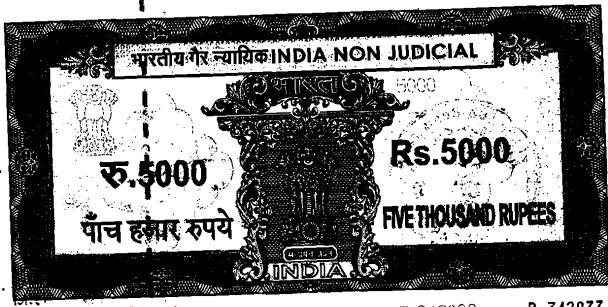
Building No.01, Opp. Income Tax Building. Shankarseth Road, Swargate Pune-

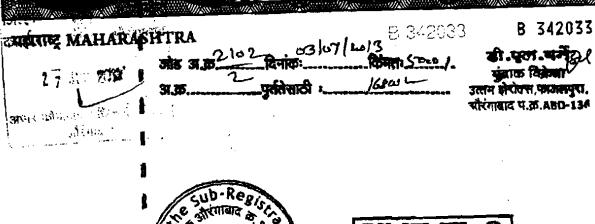
411 042. at hereinafter referred to as " the Concessionaire: (which expression

shall unless repugnant to the context or meaning thereof shall include it

administrators, successors and assigns) of the other part.

(CONCESSION AGREE MENT) PAGE NO. (2)





300E 3 20 3093

WHEREAS The Aurangabad Municipal Corporation invited proposals for

undertaking the work of "Development of land at Shahganj, Bhaji Mandi On

Build Operate Lease and Transfer (BOLT) Basis". hereinafter referred to as

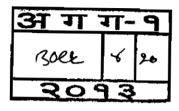
"the project on Finance Build Transfer basis as per Notice inviting Bids No. AMC/

E-Tender/2012/78 dated 07/09/2012 issued by A.M.C.

(CONCESSION AGREE MENT) (PAGE NO. (3))



3000000





AND WHEREAS pursuant to the said Bid Notice, dated 07/09/2012

M/S. Patil Construction & Infrastructure Pvt.Ltd. Aurangabad the Concessionaire/

s has interalia submitted his/their bid the for project which has been accepted by

the AMC on terms and conditions contained hereunder.



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ALI-GAA. TO. P. MERRY

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AND WHEREAS affer 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

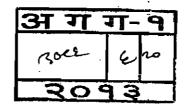
connection with execution of the project being in fact these presents.

NOW THIS ACREEMENT WITHESSTHAND IT IS HEREBY ACREED AND

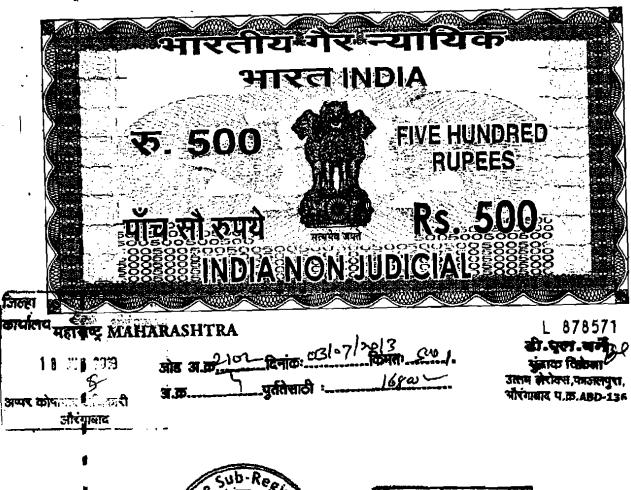
DECL SED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS



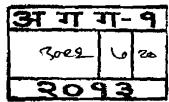




1. SCOPE OF WORK: The project scheme is to develop the land by constructing Shahganj veg market & Commercial complex market etc. through successful entrepreneur/bidder. The project scheme involves permissible construction on land area 6754.30 Sq.mtr. as per CTS No. 10234. The successful entrepreneur/ bidder will be responsible for the construction of the project by his own funds. The Aurangabad Muncipal 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 the remaining space of the project excluding AMC component of the project on a long term leae of 30 years, to occupants of his choice on payment of nonrefundable depoit to recover his investment on the said project. And occupant have to pay lease rent Rs. 100/per Sq.mtr per month on chargeable area and Rs. 10/- per Sq.mtr per month for parking area to A.M.C. on shopping complex of bidder component for 30 years which will be increased by 12% after every three years, except the component of A.M.C. Entrepreneur/bidder will pay the lease rent of nnbooked gallas or possession etc with effect from due date of completion of the project as per tender notice.







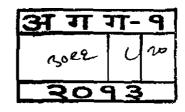
The entrepreneur/bidder will also construct AMC component on ground floor

area of 5000 sq.mtr and basement floor for required parking with all facilities,

free of cost & handed over it to AMC.

(CONCESSION AGREE MENT) 🌣 (PAGE NO. (7))





The ground floor, built up area of 5000 Sq.mtr will be the AMC component. And

for this AMC component, separate required parking must be provided in basement

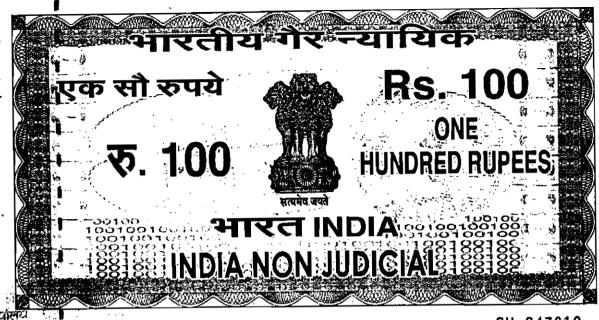
floor as per DC rule. The developer's component will be 5131.45 Sq.mtr. built up

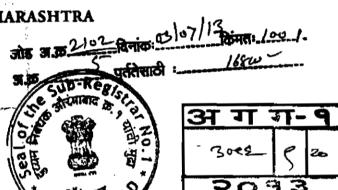
& its required parking is to be separately provided by the devlopers. All terraces

belongs to AMC. The drawings of A.M.C component will be finalized by the city

engineer of A.M.C.

(CONCESSION AGREE MENT) (PAGE NO. (8))





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AMC compensant which will be on ground floor will be bifurcated as follows:-

Health Centre 500 Sq.mt built up area.

No. of Shops 200 having area of 11 Sq.mt to 12 Sq.mt each shop.

No. of Ottas 120 having area of 5 Sq.mt to 6 Sq.mt each otta.

Parking

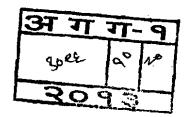
Required to above all component as per DC rule.

Toilet

With water facility

CONCESSION AGREE MENT) 🌣 (PAGE NO. (9))





2. Security Deposit, and other correspondenc. The contract documents shall

be deemed to form and be read and construed as part of this agreement (all these

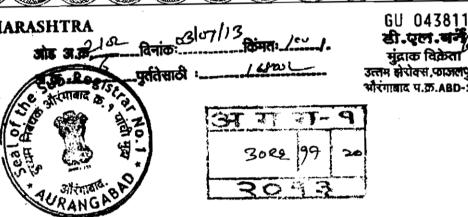
documents and letters are hereinafter collectively referred to as "contract

Documents").

3. Other documents such as additional details e between the A.M.C. and the

concessionaire/bidder are attached therewith, as Reference Documents.

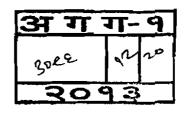




- 4. The words and expressions used in this Concession Agreement shall have the same meaning as are respectively assigned to them in the contract documents.
- 5. Aurangabad Municipal Corporation in consideration of the Concessionaire, having agreed to accept payment of Rs. 21,00, 000-00 (Rs. Twenty One Lacs only) as nonrefundable deposit for grant of right to develop and complete the project in conformity withthe provisions of the contract Documents hereby grants the Concessionaire/bidder the right to develop the project.

CONCESSION AGREE MENT) 🌣 (PAGE NO. (11)





6. The Concessionaire/bidder does hereby agree:

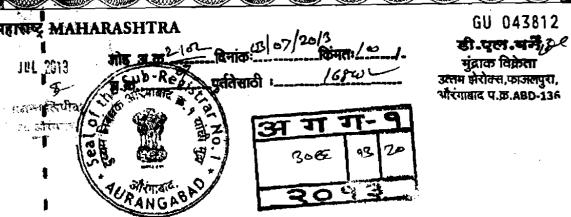
a) To duly execute and complete the project in all respect entirely at the cost of

the concessionaire/bidder and strictly in accordance with the approved designs,

drawings and works specifications under technical control and supervision by

PMC appointed by A.M.C. and within the time limits specified therein.

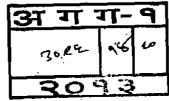




- b) To duly observe and perform all the terms and conditions in the contract documents.
- c) To pay Rs. 32,25,000=00 (Rupees Thirty Two lakhs Twenty Five Thousand only) as project development fee, in the form of Demand Draft, at the time or before concession agreement of the project and the nonrefundable deposit amount of Rs. 21,00,000=00 (Rupees Twenty one lakhs only) in the manner provided in Clause 3.8.2 of the contract Documents.

CONCESSION AGREE MENT) 💸 (PAGE NO. (13)





d) To pay the security deposit amounting to Rs. 43,00,000=00 (Rupees Forty

Three Lakhs Only) and to pay performance security deposit amounting Rs.

20,00,000=00 (Rs. Twenty Lakhs only) either in Demand Draft or in the form

of a Bank Guarantee of an equivalent amount.

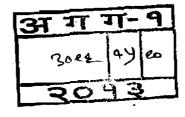
e) To handover the AMC component complete in all respects to A.M.C free of

cost immediately on completion of its construction after obtaining occupancy

certificate.







f) To market, the space of concessionaire portion, commercial complex and enter into tripartite agreement (s) provided in the contract documents with A.M.C. and the occupants of concessionaire portion and commecial complex.

7) Settlement of disputes

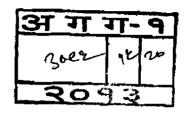
A) If any dispute or difference or claims of any kind arises between concessionaire/bidder and AMC in connection with construction, interpretation or application or any terms and conditions or any matters or things in any way connected with or in connection with or arising out of this contract, or the right duties or liabilities of any part 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 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 defferences and disputes regarding to this project arising out of this agreement and if any party do not agree with the decision of the Commissioner/expert, then it shall be resolved by arbitrator, and arbitrator will be appointed with the consent of both the parties, under arbitration and concilliation Act 1996 or law providing in its place at the time and the decision of the arbitrator shall be final and binding on all the constituents.
- C) Court Jurisdiction will be at Aurangabad.
- D) This Concession Agreement is subject to the decision of the hon,ble Court regarding if any matter are pending before any Court of India or if any dispute arries infuture also.
- 8) This concession agreement shall be governed by and constituted 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.

Typed By: Uttam Xerox Signed and Sealed by:-

Syed Sikandar Ali Syed Akhtar Ali

Age: 51 years, Occu: Service

R/o. Aurangabad Times Colony, Aurangabad

Chief B.O.T. Cell

on Behalf of Commissioner

Municipal Corporation Aurangabad

M/S. Patil Construction & Infrastructure Pvt.Ltd. Aurangabad Through Director Malikarjun Baswantrao Patil

In presence of

1.

Shri. Mohan Dinkarrao Joshi

Age: 41 years, Occu: Business

R/o.: Samarthnagar, Aurangabad

2.

Mohrmmad Vasian Mohrmmad Yusuf

Age: 56 years, Occu: Business

R/o. BuddiLine, Aurangabad

nousse

Chr.

Me.

मालमत्ता पत्रक

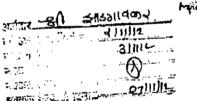
बाह्यांन कार्यभंडह

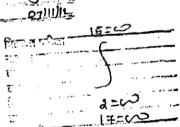
विषाग/मीजे	Aurangabad	तालुका/न	r.भु.मा.का. ~ CTSO A	urangabad	जिल्हा	Aurangabad	
नगर भुमापन कर्पाृक	शिट नंबर प्लाट नबर	क्षेत्र चौ.भी.	धारणाधिकार		शासनाता दिल्ला तपशीन आर्रण त्या	ज्याकर स्वीता जिल्हा पाइसाय च्या कर तया सर्गान्य विद्यान य	ii Azi
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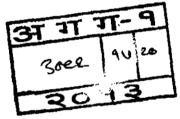
तपासणी करणारा -



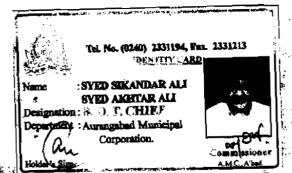
CTSO Aurangabad Aurangabad



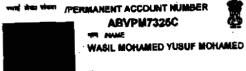












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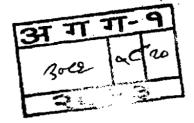
THE MATE OF BIRTH

18-03-1967

R D. Harrison

अवस्य सम्बद्धः, वाशिक COMMISSIONER OF INCOME-YAX, NASIK







धिताभिक्षात्व। बुधवार,03 जुसै 2013 5:55 म.नं. दस्त गोधबारा भाग-1

अयग १

वस्त क्रमांकः 3096/2013 १८००

दस्त क्रमांक: अगग1 /3096/2013

बाजार मुस्य: रु. 84,00,000/-

मोबदत्ता: रु. 84,00,000/-

भरसेले मुद्रांक शुष्क: रु.16,800/-

दु. नि. सह. दु. नि. बगगी यांचे कार्यालयात

ब. के. 3096 वर दि.03-07-2013

रोजी 5:54 म.नं. वा. हजर केला.

दस्त हजर करणाऱ्याची सहीः

पावती:3788

पावती दिनांक: 03/07/2013

सादरकरणाराचे नादः मे.पाटीस कन्स्ट्रक्शन इन्फ्रास्ट्रक्चर प्रा.मी. औरंगाबाव तर्फे डायरेक्टर श्री. मल्लीकार्जुन क्सवंतराव पाटील

नोंक्ष्मी फी

₹. 30000.00

दस्त हाताळेषी

च. 400.00

पटांची संख्या: 20

एकुण: 30400.00

Sub Registrar Aurangabad I

Sub Registrar Aurangabad I

दस्ताचा प्रकारः विकसनकरारनामा

मुद्रांक शुल्क: (5-ह-ब-iv)कोणतेही बार्ब**ान हक्क किंवा हितसेबंा निर्मितीच्या यां**च्या संबंाातील व आर्थिक मुख्य असणारे

शिक्षा के. 1 03 / 07 / 2013 05 : 42 : 08 PM भी वेळ: (सादरीकरण)

शिक्का के. 2 03 / 07 / 2013 05 : 54 : 53 PM भी वेळ: (फी)



03/07/2013 6 00:38 PM

दस्त गोषदारा भाग-2

अगग1

दस्त कमांक:3096/2013 /2.0120

दस्त क्रमांक :अगग1/3096/2013 दस्ताचा प्रकार :-विकसनकरारनामा

पक्षकाराचे नाव व पत्ता

नाव:औरंगाबाद महानगर पालिका औरंगाबाद तर्फे बी.ओ.टी मुख्य सय्यद सिकंदर अली सय्यद अख्तर

पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: औरंगाबाद, , .

पॅन नंबर:

नाव:मे,पाटील कन्स्ट्रक्शन इन्फ्रास्ट्रक्चर प्रा.सी. बौरंगाबाद तर्फे डायरेक्टर श्री, मल्लीकार्जन बसवंतराव पाटीस

> पत्ता:प्लॉट नं: -, माळा नं: -, इसारतीचे नाव: -, ब्लॉक नः -, रोड नं: शास्त्रीनगर, औरंगाबाद, , .

पेन नंबर:ABFPP5818F

पक्षकाराचा प्रकार









लिहून घेणार वय :-52 म्यासरी:-





वरील दस्तऐवज करून देणार तथाक्यीत विकसनकरारनामा चा दस्त ऐवज करून दिल्याचे कब्ल करतात. शिक्षा क.3 ची वेळ:03 / 07 / 2013 05 : 58 : 42 PM

मेळब:-खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखसात, व त्यांची ओळख पटविनात

अनु पक्षकाराचे नाव व पत्ता 豖.

नाव:भी, मोहन दिनकरराव जोशी पत्ता:समर्थनगर, औरंगाबाद पिन कोड:431001

2 नाव:मोहम्मद वसीम मोहम्मद युसुफ पत्ता:बुडीलाईन, औरंगाबाद पिन कोड:431001



<u>खायाचित्र</u>

अंगठ्याचा ठमा







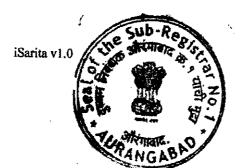


शिक्का क्र.4 ची वेळ:03 / 07 / 2013 05 : 59 : 30 PM

शिक्का क_5 ची वेळ:03 / 07 / 2013 05 : 59 : 42 PM नोंदणी पुस्तक 1 मध्ये

angabad I

3096 /2013



नंबरी नोंवला दिनांक 3 16 10093 प्रमाणीत करण्यात येते की, या दस्तामध्ये एक्का 💯 -पाने आहेत.

