



Wednesday, January 04, 2012

4:13:45 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

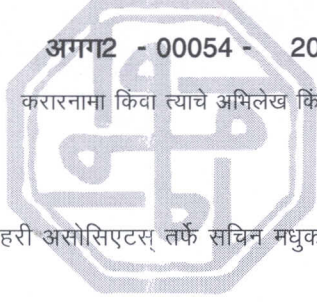
पावती क्र. : 59

गावाचे नाव औरंगाबाद शहर

दिनांक 04/01/2012

दस्तऐवजाचा अनुक्रमांक अगग2 - 00054 - 2012

दस्ता ऐवजाचा प्रकार करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख



सादर करणाराचे नाव:मे. श्रीहरी असोसिएटस् तर्फे सचिन मधुकरराव मुळे - -

नोंदणी फी :- 30000.00

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

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

एकूण रु. 30180.00

आपणास हा दस्त अंदाजे 4:28PM ह्या वेळेस मिळेल

दुय्यम निबधक
औरंगाबाद 2

बाजार मुल्य: 3632500 रु. मोबदला: 3632500 रु.

भरलेले मुद्रांक शुल्क: 3700 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: लोकविकास बूक ;

डीडी/धनाकर्ष क्रमांक: 069067; रक्कम: 30000 रु.; दिनांक: 03/01/2012

दस्त स्कॅन झाले



सत्यमेव जयते

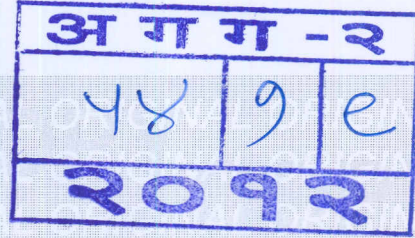
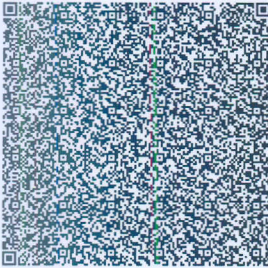
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by :
Stock Holding Corporation of India Ltd.
Location : SHCIL - AURANGABAD
Signature :
Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH06066295699766K
Certificate Issued Date : 04-Jan-2012 10:26 AM
Account Reference : SHCIL (FI)/ mhshcil01/ AURANGABAD/ MH-ARG
Unique Doc. Reference : SUBIN-MHMHSHCIL0106533604455406K
Purchased by : VINOD KHARAT
Description of Document : Article 5(except g-a) Agreement
Description : CONCESSION AGREEMENT
Consideration Price (Rs.) : 36,32,500
(Thirty Six Lakh Thirty Two Thousand Five Hundred only)
First Party : MS SHREEHARI ASSOCIATES PVT LTD
Second Party : COMMISSIONER OF AURANGABAD MUNICIPAL CORPORATION
Stamp Duty Paid By : MS SHREEHARI ASSOCIATES PVT LTD
Stamp Duty Amount(Rs.) : 3,700
(Three Thousand Seven Hundred only)



Please write or type below this line

Concession Agreement (BOT)

Chief B.O.T.Cell
Municipal Corporation, Aurangabad.

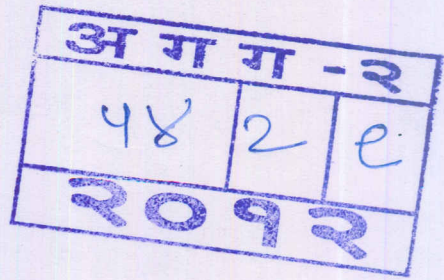
For SHREEHARI ASSOCIATES PVT. LTD

(MANAGING DIRECTOR)

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

SHCIL E-Stamping		Receipt		(To be filled in by the client)	
Stamp Duty Purchased By	Shreehari Associates CPJ Ltd	Stamp Duty Paid by	<input checked="" type="checkbox"/> 1st Party	<input type="checkbox"/> 2nd Party	
Stamp Duty Amount	₹ 3700/-	Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD <input type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT	<input type="checkbox"/> RTGS <input type="checkbox"/> Account to Account Transfer	
Cheque/ DD/ PO/ UTR/ REF/Account No.			Date:		4 / 1 / 20
Bank Name		Branch Name	F 4 JAN 2012		
Counter Signature with Seal					



CONCESSION AGREEMENT (BOT)

This agreement made at Aurangabad on this 4th day of January 2012 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 Shreehari Associates (P) 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 1, Sai Vrindavan, Near Mchanubhav Aashram,

(Signature)

(Signature)

Paithan Road, Itkheda, Aurangabad- 431 005 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.

WHEREAS The Aurangabad Municipal Corporation invited proposals for undertaking the work of "**Development of open land at sports complex in Town Center CIDCO Aurangabad by constructing swimming pool and Amenities etc On Build Operate and Transfer (B.O.T.) basis**" hereinafter referred to as "the project on Finance Build Transfer basis as per Notice inviting Bids No. AMC/E-Tender/2011/17 dated 01/06/2011 issued by A.M.C.

AND WHEREAS pursuant to the said Bid Notice, dated 01/06/2011

M/s M/s Shreehari Associates (P) Ltd, Aurangabad the Concessionaire/s has interalia submitted his / their bid the for project which has been accepted by the AMC on the terms and conditions contained hereunder.

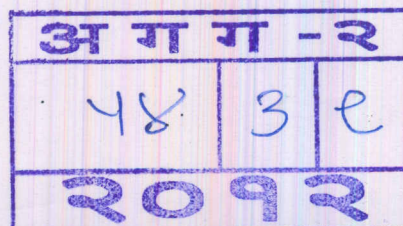
AND WHEREAS after the acceptance of the proposal cmmunicated by the Aurangabad Municipal Corporation; the Concessionaire / bidder is required to enter into a concession Agreement with Aurangabad Municipal Corporation in connection with execution of the project being in fact these presents.

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 involves construction of covered swimming pool with Amenities and renovation of the existing sport complex. The covered swimming pool shall be constructed on 1300 Sq.mt. of land. The private entrepreneur / bidder will be responsible for developing the construction of the swimming pool and renovation of existing sports complex with amenities by his own funds. The Aurangabad Municipal Corporation will allow the private entrepreneur/bidder to recover his investment by giving the private entrepreneur / bidder the right to lease out the swimming pool and sports complex on land area 3481.02 sq. mt. The successful entrepreneur / bidder will be responsible for the construction of the swimming pool and renovate sports complex by his own funds.



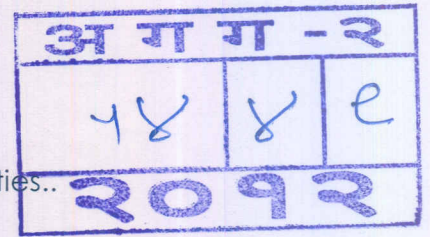
Am



Shreehari

The Aurangabad Municipal Corporation lease the land of project which will allow the successful entrepreneur / bidder to recover his investment by giving the successful entrepreneur / bidder the right to lease out space from the swimming pool complex having area 3481.02 sq. mt. on a long term lease of 30 years to occupants of his choice on payment of nonrefundable deposit to recover his investment on the said project. The Aurangabad Municipal Corporation will allow the private entrepreneur/bidder to recover his investment by giving the private entrepreneur / bidder the right to lease out the swimming pool and sports complex on land area 3481.02 sq. mt. excluding already leased commercial area on a long term lease of 30 years to occupants of his choice on payment of nonrefundable deposit or he can make members of his choice by charging membership fees for availing the swimming pool facilities to recover his investment on the said project. The developer of swimming pool will have to execute the project as per the tender conditions. The following facilities can be developed.

- a) 6 lane covered swimming pool.
- b) Children/learning swimming pool.
- c) Renovation of sports complex with modern facilities..
- d) Parking.
- e) Amenities related to Sports Complex.



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.

5. Aurangabad Municipal Corporation in consideration of the Concessionaire, having agreed to accept payment of Rs. 20,70,000=00 (Rupees Twenty lakhs Seventy Thousand 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.



अ ग ग - २		
५४	५	९
२०१२		

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.
- To duly observe and perform all the terms and conditions in the contract documents.
- To pay Rs. 5,62,500=00 (Rupees Five lakhs Sixty Two Thousand Five Hundred 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. 20,70,000=00 (Rupees Twenty lakhs Seventy Thousand only) in the manner provided in Clause 3.8.2 of the contract Documents.
- To pay the performance security deposit amounting to Rs. 10,00,000=00 (Rupees Ten lakhs only) either in Demand Draft or in the form of a Bank Guarantee of an equivalent amount.
- To market, the space of the 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 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 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 arbitration and conciliation 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.

(Signature)

(Signature)



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 :-

Sy. Sikander Ali

Syed Sikander Ali
Chief B.O.T Cell
Municipal Corporation, Aurangabad.
B.O.T. Chief

on Behalf of

Commissioner

Municipal Corporation Aurangabad

Signature

Seal

For SHREEHARI ASSOCIATES PVT. LTD

[Handwritten Signature]
(MANAGING DIRECTOR)

M/s. Shreehari Associates (P) Ltd.

Aurangabad

Signature

Seal

In presence of

1. Name & Address

Signature



[Handwritten Signature]

Wasil Mohamed Yusuf Mohamed

Age :- 54 yrs.

No. Buddilane, Aurangabad

2. Name & Address

Signature

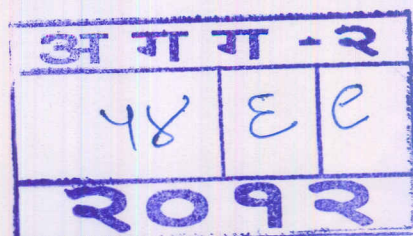


[Handwritten Signature]

Dilip Rammath Kalasker

Age :- 31 yrs

No. Itkheda, Aurangabad.



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MULAY SACHEEN MADHUKAR
MADHUKAR HARIBHAU MULAY

09/11/1966
Permanent Account Number
AJCPM1317P

Mulay
Signature



Mulay Sacheen

MUNICIPAL CORPORATION
AURANGABAD (MS)

Tel. No. (0240) 2331194, Fax. 2331213


IDENTITY CARD

Name : SYED SIKANDAR ALI
SYED AKHTAR ALI

Designation : B. O. T. CHIEF

Department : Aurangabad Municipal Corporation.

Am
Holder's Sign



Am
Commissioner
A.M.C., A'bad.

Am
Sy. Sikandar Ali

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KALASKAR DEELIP RAMNATH
RAMNATH KONDIRAM KALASKAR

10/12/1980
Permanent Account Number
ATPPK5574R

Deelip
Signature



अ ग ग - २

५४	०	९
२०१२		

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ABVPM7325C


नाम / NAME
WASIL MOHAMED YUSUF MOHAMED

पिता का नाम / FATHER'S NAME
YUSUF MOHAMED QASEEM MOHAMED

जन्म तिथि / DATE OF BIRTH
18-03-1957

R. D. Mohomed
हस्ताक्षर / SIGNATURE

आयकर आयुक्त, नासिक
COMMISSIONER OF INCOME-TAX, NASIK






04/01/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

अगग2

दस्त क्र 54/2012





21e

4:14:27 pm

औरंगाबाद 2

दस्त क्रमांक : 54/2012

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: श्रीहरी असोसिएटस् तर्फे सचिन मधुकरराव मुळे - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: औरंगाबाद शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 45 सही	 61090 - 171097	
2	नाव: औरंगाबाद महानगर पालिका औरंगाबाद तर्फे बी ओ टी मुख्य सय्यद सिकंदर अली सय्यद भख्तर अली - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: औरंगाबाद शहर	लिहून घेणार वय 51 सही	 61090 - 171098	





दस्त गोषवारा भाग - 2

अगग2

दस्त क्रमांक (54/2012)

e/e

दस्त क्र. [अगग2-54-2012] चा गोषवारा
बाजार मुल्य :3632500 मोबदला 3632500 भरलेले मुद्रांक शुल्क : 3700

पावती क्र.:59 दिनांक:04/01/2012
पावतीचे वर्णन
नाव: मे. श्रीहरी असोसिएटस् तर्फे सचिन
मधुकरराव मुळे - -

दस्त हजर केल्याचा दिनांक :04/01/2012 04:10 PM
निष्पादनाचा दिनांक : 04/01/2012
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी
180 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

30180: एकूण

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिकका क्र. 1 ची वेळ : (सादरीकरण) 04/01/2012 04:10 PM
शिकका क्र. 2 ची वेळ : (फी) 04/01/2012 04:13 PM
शिकका क्र. 3 ची वेळ : (कबुली) 04/01/2012 04:14 PM
शिकका क्र. 4 ची वेळ : (ओळख) 04/01/2012 04:14 PM

दस्त नोंद केल्याचा दिनांक : 04/01/2012 04:14 PM

दु. निबंधकाची सही, औरंगाबाद 2

ओळख :

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

1) मोहमंद सील मोहमंद युसुफ- - ,घर/प्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: औरंगाबाद

शहर/गाव:-

तालुका: -

पिन: -

2) दिलीप रामनाथ कळसकर- - ,घर/प्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

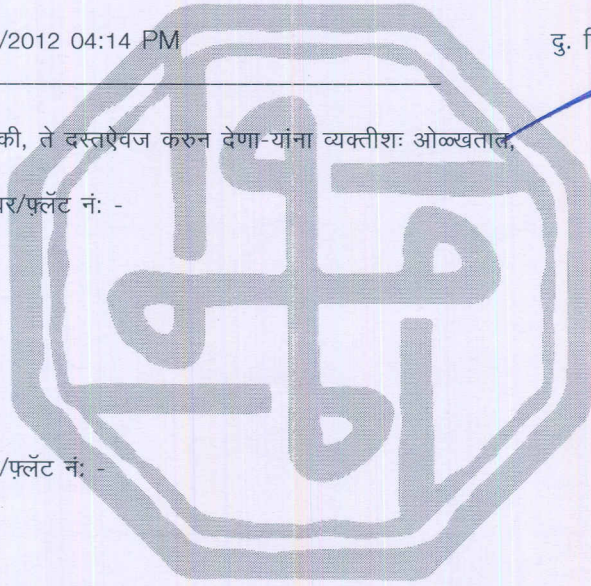
ईमारत नं: -

पेठ/वसाहत: औरंगाबाद

शहर/गाव:-

तालुका: -

पिन: -



Dillep

दु. निबंधकाची सही
औरंगाबाद 2

प्रमाणित करण्यात येते की,
सदर दस्तावेजात एकूण ९ पाने आहेत,
----- बुकाचे -----
नंबराचे नोंदवला दि. ४/१/२०१२

सह दुय्यम निबंधक वर्ग-2
औरंगाबाद क्र.-2

