



Wednesday, January 04, 2012

4:06:59 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 58

गावाचे नाव औरंगाबाद शहर

दिनांक 04/01/2012

दस्तऐवजाचा अनुक्रमांक अगग2 - 00053 - 2012

दस्ता ऐवजाचा प्रकार

करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

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

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 220.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (11)

एकूण रु. 30220.00

आपणास हा दस्त अंदाजे 4:21PM ह्या वेळेस मिळेल

दुय्यम निबंधक
औरंगाबाद 2

बाजार मुल्य: 7690000 रु. मोबदला: 7690000रु.

भरलेले मुद्रांक शुल्क: 7700 रु.

देयकाचा प्रकार :डीडी/धनाकर्षद्वारे;

बँकेचे नाव व पत्ता: लोकविकास बँक;

डीडी/धनाकर्ष क्रमांक: 069066; रक्कम: 30000 रु.; दिनांक: 03/01/2012

दस्त खाने झाले



सत्यमेव जयते

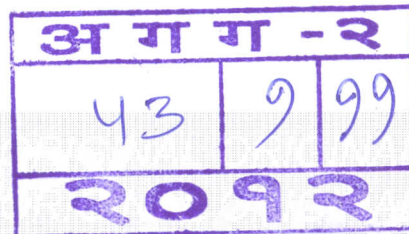
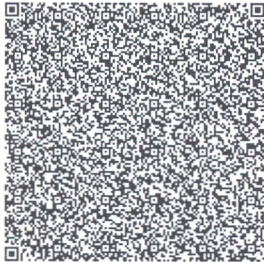
INDIA NON JUDICIAL

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

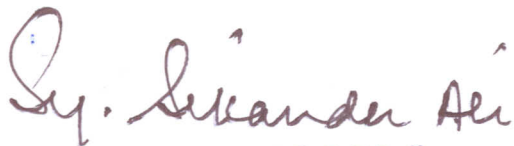
Certificate No. : IN-MH06066314571025K
Certificate Issued Date : 04-Jan-2012 10:28 AM
Account Reference : SHCIL (FI)/ mhshcil01/ AURANGABAD/ MH-ARG
Unique Doc. Reference : SUBIN-MHMHSHCIL0106533548650860K
Purchased by : VINOD KHARAT
Description of Document : Article 5(except g-a) Agreement
Description : CONCESSION AGREEMENT
Consideration Price (Rs.) : 76,90,000
(Seventy Six Lakh Ninety Thousand 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.) : 7,700
(Seven Thousand Seven Hundred only)



Please write or type below this line.

Concession Agreement (BOT)

For SHREEHARI ASSOCIATES PVT. LTD



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


(MANAGING DIRECTOR)

Statutory Alert:

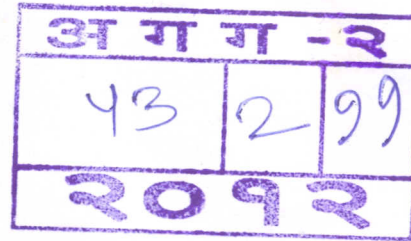
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

SHCIL E-Stamping

Receipt

(To be filled in by the client)

Stamp Duty Purchased By	Shreehari Associates Pvt Ltd		Stamp Duty Paid by	<input type="checkbox"/> 1st Party <input type="checkbox"/> 2nd Party
Stamp Duty Amount	₹ 7700/-	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 JAN 2012
Bank Name			Branch Name	
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,

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Shreehari

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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 land for Multipurpose hall and swimming pool at Vedant nagar CTS No. 18349/1/100 near Railway station, Aurangabad by constructing related Amenities of Multipurpose hall and swimming 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 is to develop the land by constructing Multipurpose Hall and covered swimming pool etc. through successful entrepreneur / bidder. The project scheme involves permissible construction on land area 4061.00 Sq mt. The successful entrepreneur / bidder will be responsible for the construction of the project 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 the space i.e. part 1 of the project having land area 4061.00 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 entrepreneur /bidder or occupant of project will have to execute the project as per the tender conditions. It is the responsibility of entrepreneur / bidder to get the city survey record corrected and obtain the building plan sanction at his own cost.



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The entrepreneur / bidder will also construct AMC component of hall having built up area 200.00 Sq. Mt. with facilities, free of cost i.e. part II of the project as per specifications given in Tender. The following facilities can be developed subject to approval of competent authority.

- a) Multipurpose Hall
- b) 6 lane covered swimming pool
- c) Children learning swimming pool, children play zone Amenities.
- d) Health care facilities/Health club.
- e) Offices, shops, Restaurant, Food Mall, Lodging etc.
- f) Parking etc.

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. 59,40,000=00 (Rupees Fifty Nine lakhs Forty 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.

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) To duly observe and perform all the terms and conditions in the contract documents.



- c) To pay Rs. 10,50,000=00 (Rupees Ten lakhs Fifty 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. 59,40,000=00 (Rupees Fifty Nine lakhs Forty Thousand only) in the manner provided in Clause 3.8.2 of the contract Documents.
- d) To pay the performance security deposit amounting to Rs. 7,00,000=00 (Rupees Seven 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, and Swimming pool complex and enter into tripartite agreement(s) provided in the Contract Documents with A.M.C. and the occupants of concessionaire portion and 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.

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- c) To pay Rs. 10,50,000=00 (Rupees Ten lakhs Fifty 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. 59,40,000=00 (Rupees Fifty Nine lakhs Forty Thousand only) in the manner provided in Clause 3.8.2 of the contract Documents.
- d) To pay the performance security deposit amounting to Rs. 7,00,000=00 (Rupees Seven 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, and Swimming pool complex and enter into tripartite agreement(s) provided in the Contract Documents with A.M.C. and the occupants of concessionaire portion and Swimming pool complex.

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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. Sivanan An

Chief Executive
Municipal Corporation, Aurangabad.

on Behalf of
Commissioner

Municipal Corporation Aurangabad

For SHREEHARI ASSOCIATES PVT. LTD

(MANAGING DIRECTOR)

M/s. Shreehari Associates (P) Ltd.
Aurangabad

Signature

Signature

Seal

Seal

In presence of



1. Name & Address

Wasil Mohamed Yusuf Mohamed

Age:- 54 yrs,

R/o - Buddilane, Aurangabad.

Signature

2. Name & Address

Delip Ramnath Kelastkar

Age:- 31 yrs.

R/o. Itkheda, Aurangabad.

Signature



Y. J. P. -

श्री. वि. स. वि. क्र. ८९९६ दिनांक १-१-२३

C/29

आखीब पत्रिका

म. अ. का २० म.
U. T. B. २०

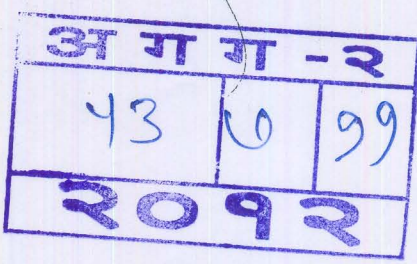
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खसल	आखीब मही	मंगूर के आबूट महीस	
...	गण्डपुलिया	रवली जागा	
...	याही कडीस-	...	
...	मतांपा मरति	...	
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Signature and Stamp

P.T.O.



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नगर प्रशासन
 महानगर पंचिका
 औरंगाबाद यांचा
 दफ्तरी क्र. ३०-५-२०
 भागाबा. १५००-०
 च. प्र. क्र.
 ख. प्र. क्र. ३०४२
 रकम २२,०००/-
 (मिळालेला भाग)
 का. प्र. क्र. १०११-०५
 च. प्र. क्र. १०११-०५
 प. प्र. क्र. १०११-०५
 याबाबत सांगितलेले

विशेष न्यायालय

औरंगाबाद

या बाबत अर्जाबाबत - गौसबाबा
जिल्हादरम्यान - गौसबाबा

२०१३/१४
१५-५-२३

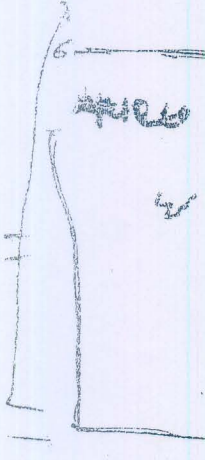
नगर भूमापन अधिकारी
औरंगाबाद.

१०५६६०

ख. प्र. क्र. ३०४२
 र. क्र. ३०४२
 वि. प्र. क्र. ३०४२
 (मिळालेला भाग) २,५६,५००/-
 का. प्र. क्र. १०१३-००
 च. प्र. क्र. १०१३-००
 प. प्र. क्र. १०१३-००
 याबाबत सांगितलेले

या बाबत अर्जाबाबत - गौसबाबा
जिल्हादरम्यान - गौसबाबा

नगर भूमापन अधिकारी
औरंगाबाद.



ख. प्र. क्र. ३०४२
 र. क्र. ३०४२
 वि. प्र. क्र. ३०४२
 (मिळालेला भाग) १,५६,०००/-
 का. प्र. क्र. १०१३-००
 च. प्र. क्र. १०१३-००
 प. प्र. क्र. १०१३-००
 याबाबत सांगितलेले

या बाबत अर्जाबाबत - गौसबाबा
जिल्हादरम्यान - गौसबाबा

नगर भूमापन अधिकारी
औरंगाबाद.

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आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT OF INDIA

MULAY SACHEEN MADHUKAR
MADHUKAR HARIBHAU MULAY

09/11/1966
 Permanent Account Number
AJCPM1317P

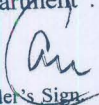

 Signature





Mulay Sacheen

MUNICIPAL CORPORATION
 AURANGABAD (M.S.)
 Tel. No. (0240) 2331194, Fax. 2331213
IDENTITY CARD

Name : **SYED SIKANDAR ALI**
SYED AKHTAR ALI
 Designation : **B. O. T. CHIEF**
 Department : Aurangabad Municipal Corporation.


 Holder's Sign




 Commissioner
 A.M.C. A'bad.

Can'
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


 Signature



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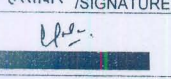


रथाई लेखा संख्या / PERMANENT ACCOUNT NUMBER
ABVPM7325C


नाम / NAME
WASIL MOHAMED YUSUF MOHAMED

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

जन्म तिथि / DATE OF BIRTH
18-03-1957

हस्ताक्षर / SIGNATURE


R. D. Habrodwar
 आयकर आयुक्त, नासिक
 COMMISSIONER OF INCOME-TAX, NASIK





04/01/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

अगग2

दस्त क्र 53/2012

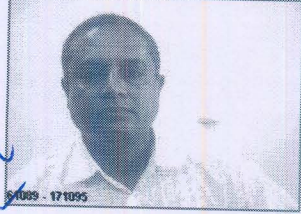



4:08:03 pm

औरंगाबाद 2

90199

दस्त क्रमांक : 53/2012

दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: मे. श्रीहरी असोसिएटस् प्रा .लि. तर्फे सचिन मधुकरराव मुळे - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: औरंगाबाद शहर/गाव: - तालुका: - पिन: - पॅन नम्बर:</p>	<p>लिहून घेणार वय 49 सही</p>		
2	<p>नाव: औरंगाबाद महानगरपालिका औरंगाबाद तर्फे बी ओ टी मुख्य श्री. सय्यद सिकंदर अली सय्यद अख्तर अली - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: औरंगाबाद र</p>	<p>लिहून देणार वय 51 सही</p>		





दस्त गोषवारा भाग - 2

अगग2
दस्त क्रमांक (53/2012)
99/99

दस्त क्र. [अगग2-53-2012] चा गोषवारा
बाजार मुल्य :7690000 मोबदला 7690000 भरलेले मुद्रांक शुल्क : 7700

पावती क्र.:58 दिनांक:04/01/2012
पावतीचे वर्णन
नांव: मे. श्रीहरी असोसिएटस् प्रा .लि. तर्फे सचिन
मधुकरराव मुळे - -

दस्त हजर केल्याचा दिनांक :04/01/2012 04:03 PM
निष्पादनाचा दिनांक : 04/01/2012
दस्त हजर करणा-याची सही :

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

30220: एकूण

दस्ताचा प्रकार :5) करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख
शिकका क्र. 1 ची वेळ : (सादरीकरण) 04/01/2012 04:03 PM
शिकका क्र. 2 ची वेळ : (फ्री) 04/01/2012 04:06 PM
शिकका क्र. 3 ची वेळ : (कबुली) 04/01/2012 04:07 PM
शिकका क्र. 4 ची वेळ : (ओळख) 04/01/2012 04:07 PM

दस्त नोंद केल्याचा दिनांक : 04/01/2012 04:08 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 वसील मो. युसुफ - - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: औरंगाबाद

शहर/गाव:-

तालुका: -

पिन: -

2) दिलीप रामनाथ कळसकर- *- ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

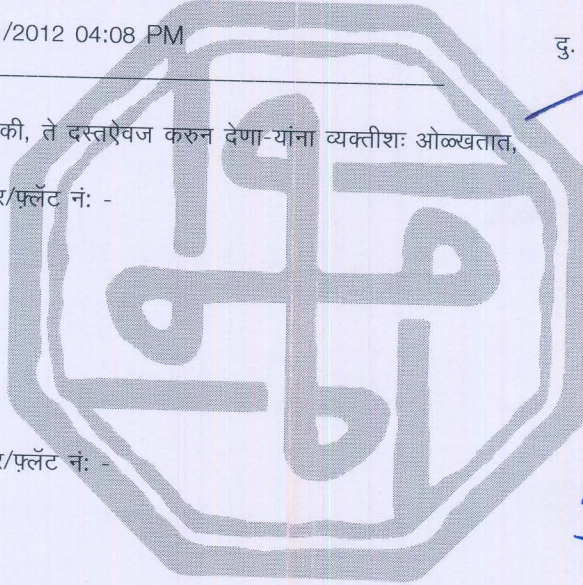
ईमारत नं: -

पेट/वसाहत: औरंगाबाद

शहर/गाव:-

तालुका: -

पिन: -



Dilip

दु. निबंधकाची सही
औरंगाबाद 2

प्रमाणित करण्यात येते की,
सदर दस्तावेजात एकूण 99 पाने आहेत,
99 बुकाचे 13
नंबराचे नोंदवला दि. 8/19 /2012



सह दुय्यम निबंधक वर्ग-2
औरंगाबाद क्र.-2