

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA  
ई-सुरक्षित बँक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

13017767513941

Bank/Branch: IBKL - 6910276/Aurangabad  
Pmt Txn id : 43464552  
Pmt Dt/Time : 16-Jun-2014@13:38:27  
ChallanIdNo: 69103332014061650539  
District : 3101-AURANGABAD

Stationery No: 13017767513941  
Print Dt/Time : 16-Jun-2014@14:12:54  
GRAS GRN : MH001239409201415S  
Office Name : IGR205-ARB1\_HQR SUB REG

StDuty Schm: 0030046401-75/STAMP DUTY  
StDuty Amt : R 5,00,000/- (Rs Five, Zero Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
RgnFee Amt : R 0/- (Rs Zero only)

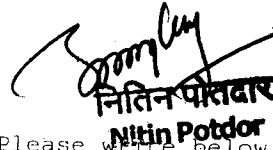
Article : 63-Work Contract  
Prop M/bilty: N.A.  
Prop Descr : 4640000000

Consideration: R 4,64,00,00,000/-

Duty Payer: PAN-AAFCA9143A, KHILARI INFRASTRUCTURE PRIVATE LIMITED  
Other Party: PAN-AAALM0567A, AURANGABAD MUNICIPAL CORPORATION

Bank official1 Name & Signature

  
Rupali Bhargava

  
नितिन पोतदार  
Nitin Potdar



Bank official2 Name & Signature  
----- Space for customer/office use ----- Please write below this line -----

## Agreement

This agreement, which is made on the ----- day of June in the year 2014

### **Between**

The commissioner, Aurangabad Municipal Corporation exercising the executive power of Commissioner, Aurangabad Municipal Corporation Aurangabad (hereinafter referred to as “ **The Employer**”, which expression shall unless it is repugnant to the context or meaning there of be deemed to and include its administrators, successors and assigns) of the ONE PART

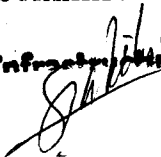
### **AND**

Khilari-GECPL (JV) having their office at 101 to 105, prabhat centre Annex, Sector-1A, C.B.D. Belapur, Navi Mumbai-400614(hereinafter called as

“ **The Contractor**”, which expression shall where the context so admits means there administrators and legal representative and successors or assign) of the **OTHER PART**.

**WHEREAS** the Employer desires that the Works known as “Development of Underground Sewerage collection system for Zone I to VI&Zone salim Ali, Constructing, Erecting, Testing and commissioning of Sewerage Treatment plant based on Modern Technology at Nakshatrawadi(Kanchanwadi),Banewadi, siddharth Garden, Zalta, Padegaon, CIDCO (Airport), Construction, Erection,Testing and commissioning of Sewerage pumping stations at Banewadi, Siddharth

Khilari Infrastructure Pvt. Ltd.



Director

(2)

Garden, Padegaon, Golwadi, Zalta, Ward No 98 & CIDCO(Airport), Providing, Lowering, Laying, Jointing and Testing Rising Main GRP/DI pipe line from Golwadi SPS to Nakshatrawadi (Kanchanwadi), STP and ward No 98 at Aurangabad under UIDSSMT" should be designed and executed by the Contractor, and has accepted a Bid by the Contractor for the design, execution and completion of such works and the remedying of any defects therein at 30.68% (Thirty Point Sixty eight Percentage) above the cost put to the tender for Bill of Quantities.

**AND WHEREAS** Contractor has deposited with the employer the sum of Rs. 9,28,00,000/- (Rs. Nine Crore Twenty Eight Lakhs only), by way of Bank Guarantee Issued by NKGSB Co-operative Bank Mumbai for Rs. 7,10,08,000/- & through FDR Issued by IDBI Bank for Rs. 2,17,92,000/- respectively, as. Initial Security Deposit and undertake to pay the balance 3% of the Security Deposit payable by him by allowing Employer to deduct the said amount from the bills payable to him provided that total Security Deposit shall be Equal to 5% of the accepted Tender cost.

The Employer and the Contractor agree as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement :
  - a) The Letter of Acceptance : AMC/EE(B&C/UIDSSMT/2014/84 dated 26.5.2014
  - b) The Contractor's Bid
  - c) The Common set of Deviation & Corrigendum
  - d) Tender Document (Volume I,II & III)
  - e) The Notice Inviting Tender : AMC/Ward B&C/B&G/570 dated 20.1.2014
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the works and remedy any defects therein in conformity in all respects with the provision of the contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

**Khilari Infrastructure Pvt. Ltd.**



**Director**

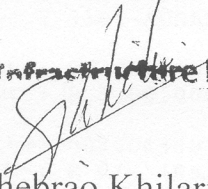
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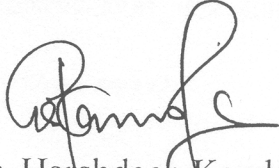
In witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

FOR AND ON BEHALF OF  
Khilari-GECPL (JV)



Khilari Infrastructure Pvt. Ltd.

  
Director  
Sahebrao Khilari  
Director  
Khilari Infrastructure Pvt.Ltd., Navi  
Mumbai

FOR AND ON BEHALF OF  
Aurangabad Municipal Corporaion

  
Dr. Harshdeep Kamble (IAS)  
Commissioner  
Aurangabad Municipal Corporaion

In presence of :

1. Mrs. Umilla Hiran Chitte -   
स्थायी समिती सदस्य  
महानगरपालिका औरंगाबाद
2. Mr. Hidayat Ali -   
स्थायी समिती सदस्य  
महानगरपालिका औरंगाबाद