

रेलवे स्टेशन

2291

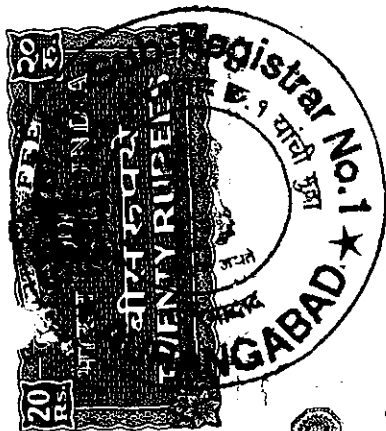
The Akola Urban Co-Operative Bank Ltd., Akola, Branch Aurangabad, Gopinand Complex, Jaina Road, Aurangabad.

D-5/STP(V)/C.R. 1013/04/04/2258-59

भारत 64340
172978
SEP 07 2006
91:42
R.00289001-P05006
INDIA STAMP DUTY MAHARASHTRA

Sale Register Sr.No. 64340 Date 07/09/06
Name & Add Of Purchaser Tejas Constructions & Joint Venture by Whom Sujit Yeolekar
Rs. 28900/- (Rs. Twenty Eight Thousand Nine hundred Vendor-The Akola Urban Co.op. Bank Ltd. Only, Jaina Rd. Aurangabad Authorization No-D-5/ STP (V)/CR 1013/04/04/2258-59 dt. 28-09-04

Sujit Yeolekar
Authorised Signatory



THE AKOLA URBAN CO-OP. BANK LTD., AKOLA
(MULTISTATE SCHEDULED BANK)

FRANKING DEPOSIT SLIP CUSTOMER COPY	
No. 33206	Date: 07/09/06
Deposit Br. AKOLA URBAN CO-OP. BANK LTD.	
Pay to	Acct. Stamp Duty
Franking Value Rs. 28900/-	
Service Charges Rs. 10/-	
Total Rs. 28910/-	
Name of Stamp duty Paying party Tejas Constructions & Joint Venture	
DD / Cheque No.	
Drawn on bank	
Item No. (FOR BANK USE ONLY)	
Franking Sr. No. 54340	

CONCESSION AGREEMENT

This agreement made at Aurangabad on this 7th day of September 2006 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



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M/s Tejas Construction and JV a registered Joint venture of Firms having its registered office at 101, "Vear Shanti" Kranti Chowk, Aurangabad- 431005 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 WHEREAS The Aurangabad Municipal Corporation invited proposals for undertaking the work of "Development Land Bearing C.T.S. No.19149, Near Mayor Bungalow, Railway Station Road, Aurangabad by Construction Commercial Complex, Office Building On Build Operate Lease & Transfer Basis (B.O.L.T.)" hereinafter referred to as the project on Finance Build Transfer basis as per Notice inviting Bids No. 95/06 dated 04/02/2006 issued by A.M.C.

AND WHEREAS pursuant to the said Bid Notice, dated 04/02/2006, M/s Tejas Construction and JV the Concessionaire/s has interalia 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



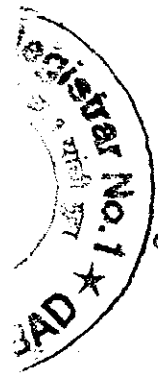
Scope of work:-The project scheme is to develop the land by constructing commercial complex cum office, Showroom, Shopping malls, Banks/Financial services firms, Health care facilities, Hospitality Infrastructure like rest house, Hotels etc., Entertainment/recreational facilities through the concessionaire / bidder. The project scheme involves construction of 6332.62 Sqmt. Complex. The concessionaire / bidder will be responsible for the construction of the complex by his own funds. The A.M.C. owner of land of project will allow the concessionaire / bidder to recover his investment by giving the concessionaire / bidder the right to lease out commercial space from the complex having area 5792.62 Sqmt. Marked as part-I on long term lease of 30 years further renewal for maximum 99 years to occupants of his choice on payment of nonrefundable deposit to recover his investment on said project. The occupant of complex will have to pay rent Rs. 180/- per Sqmt. Per month to A.M.C. for first 30 years. A.M. C. will renew this lease for further 30 years on same rent a maximum of 99 years. The



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concessionaire / bidder will also construct office having built up area 540.00 Sqmt. And 265.00 Sqmt. Stilt parking area marked as part-II as A.M.C. component at his own cost and will hand over the said construction area with occupancy certificate from authority i.e. owner land free of cost and in addition to this the concessionaire / bidder will give nonrefundable deposit to A.M.C. for development rights and complete the project in conformity with provisions of contract documents.

- 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 make payment of Rs. 2,70,92,092=00 (Rupees Two Crores Seventy Lac Ninety Two Thousand Ninety Two 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.12,00,000=00 (Rupees Twelve Lac Only) as project development fee, in the form of Demand Draft, at the time of handing over possession of the project site (out of which Rs. 3,00,000=00 Rupees Three Lac Only, already paid as a first installment) and the nonrefundable deposit amount of Rs. 67,73,023=00 (Rupees Sixty Seven Lac Seventy Three Thousand Twenty Three Only), in the manner provided in Clause 1.8 of the contract Documents.



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- d) To pay/paid the Security deposit amount Rs.5,00,000=00 (Rupees Five Lac Only) to A.M.C. by concessionaire / bidder.(Which has already paid by bidder)
- e) To pay the performance security deposit amounting to Rs. 10,00,000=00 (Rupees Ten Lac Only) either in Demand Draft or the form of a Bank Guarantee of an equivalent amount after completion of construction of the entire premises valid for Five years.
- f) To handover Part II i.e. office of Complex complete in all respect to A.M.C. free of cost immediately on completion of its construction after obtaining occupancy certificate.
- g) To market, showrooms, shops and offices in the Part I of the Complex and enter into tripartite agreement(s) provided in the Contract Documents with A.M.C. and the occupants of the Part I of the Complex.
- h) To handover possession of the project Facilities relating to AMC free of cost at the date of end of concession period i. e. 60 months from the commencement Date of concession period. Subject to any of the provisions of the Contract documents providing for extension of concession period.

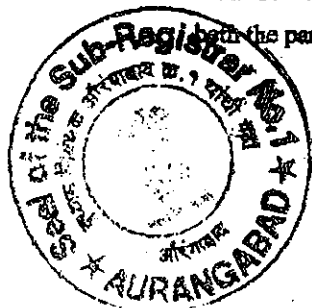
7) This concession Agreement shall be governed by and constructed in accordance with laws of the republic of India.

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 of 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 rights, 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 borne 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




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its place at that time and the decision of the Arbitrator shall be final and binding on all the constituents.

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: Aurangabad Municipal Corporation For: M/s Tejas Construction and JV


Mr. Chandraganesh Shankar Lal Soni
(City Engineer AMC Aurangabad)


1) Mr. Yogesh Rameshchandra Agrawal

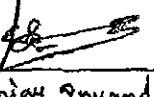

2) Mr. Kedar Nath Bansidhar Kunjar

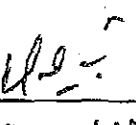

3) Mr. Dayandev Chandrakant Bedhe



4) Mr. Rajaram Amtesahab Ganage

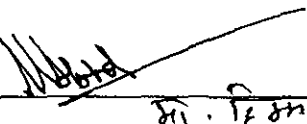


In presence of:-


Sunjay Suryawade Rane.

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Monameed Wahi

3. 
मा. १११५ ३२२११

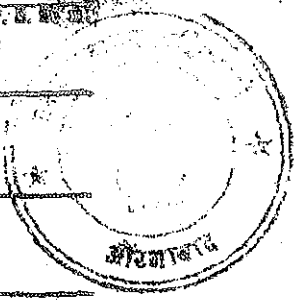
4. 
मा. १११११११ ११११११



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Sub-Registrar
Meerut

<p>28.02.00</p>	<p>व्यक्ति का नाम कु. 6009 20.9.2.00 र.क. 88000/- क्षेत्र 90.50 जमीन के हक में अर्जित किया गया कटका</p>	<p>धा. क्षेत्र मेरठ नगर मंसतरम तिलवणकर</p>	<p>ज.क. 094 प्रमाण (सिद्धि) 28.02.00 ज. भू. 29 सोरगाबाद</p>
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 1.8.06

प्रमाणित
 1.8.06

प्रमाणित
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 क्षेत्र



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Aurangabad Municipal Corporation Aurangabad

No.AMC/CE/B.O.T/ 83 /06

Office of the
Municipal Corporation Aurangabad.

Date: 30.06.06

✓
M/S Tejas Construction and J.V,
Sita Mai Nagar Chalis Gaon,
Dist Jalgaon.

Sub: Notice invitation Bids No.95/06 dated the 04/02/2006 in connection with development of Land Bearing C.T.S. No. 19149, Near Mayor, Bungalow, Railway station road, Aurangabad. By constructing commercial complex, office Building on build operate lease & transfer Basis (B. O. L. T.) through private Entrepreneur / Developer.
Ref - Your Bid Letter dated the _____

Dear Sir/s

1) Pursuant to your Bid letter in reference, it is to inform you that Aurangabad Municipal Corporation has accepted your Bid for the Project.

2) The nonrefundable deposit for development rights offered by you for the project is Rs.2,70,92,092/- and the same has been agreed by you after negotiations with Aurangabad Municipal Corporation and confirmed vide your letter No. _____ dated _____

As per bid condition No.3.3.6, 3.4, 3.7.2, and 3.8 you are required to execute a concession Agreement with Aurangabad Municipal Corporation in form - 2 of Bid documents, by paying the first installment of the nonrefundable deposit amounting to Rs 67,73,023/-, project Development fees Rs 12.00 Lacks by D.D, Performance Security Deposit Rs.10.00 Lacks. Valid for the period of 5 years in the form of D.D or bank guarantee, Security deposit Rs.5.00 lacks in the form of D.D or bank guarantee.



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- 4) You are hereby called upon-
- (a) To attend the office of the undersigned within 8 days from the date of receipt of this letter for execution of the concession Agreement and
 - (b) To furnish within 15 days after receipt of this letter first installment of nonrefundable deposit amount of Rs.67, 73,023/- (Rs. Sixty seven lacks Seventy three thousand twenty three Only) being the amount calculated at the rate of 25% of the nonrefundable deposit, Project Development fees, security deposit and Performance security deposit either in demand Draft or in the form of Bankers Cheque drawn in favor of Deputy Commissioner Aurangabad Municipal Corporation payable at Aurangabad. -
- 5) You are requested to submit your alternative design if any better than submitted in tender in line with the DC rules of AMC for the Complex and get the same approved by the City Engineer prior to signing the concession agreement (strike out, if not applicable)
- 6) Please note that if you fail or neglect to attend and / or execute an agreement or pay the first installment of the nonrefundable amount, Project Development fees and provide the performance Security deposit within the specified periods as aforesaid, then this letter of acceptance shall automatically stand cancelled and thereupon, without prejudice to any other rights and remedies of the Aurangabad Municipal Corporation, the amount Earnest Money deposit paid by your earlier along with Bid letter shall forthwith stand forfeited to Aurangabad Municipal Corporation.

Registrar
No. 1
Aurangabad

Seal of the Sub-Registrar No. 1
Aurangabad

[Signature]
City Engineer,
Municipal Corporation Aurangabad



C-273



07/09/2006 दुय्यम निबंधक
3:47:04 pm औरंगाबाद 1

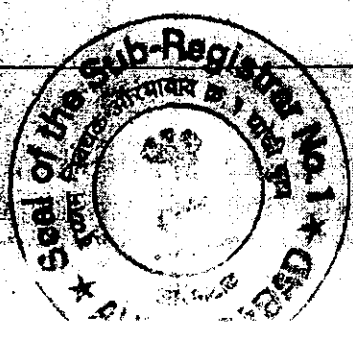
दस्त गोषवारा भाग-1

अगत
दस्त क्र 4343/2006
20182

दस्त क्रमांक : 4343/2006
दस्ताचा प्रकार : करारनामा किंवा त्याचे अभिलेख किंवा करार संक्षेपलेख

अनु क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	आंगठ्याचा ठसा
<p>1 नाव: श्री. राजेंद्र बाबू गणेशराव गणेशराव गणेशराव गणेशराव पत्ता: घर/फ्लॉट नं. - गल्ली/रस्ता - इमारतीचे नाव - इमारत नं. - पेट/वसाहत: इंदिरा नगर शहर/गाव: औरंगाबाद तालुका: पिन:</p>	<p>लिहून घेणार वय 55 राही</p>		
<p>2 नाव: श्री. राजेंद्र बाबू गणेशराव गणेशराव गणेशराव गणेशराव पत्ता: घर/फ्लॉट नं. - गल्ली/रस्ता - इमारतीचे नाव - इमारत नं. - पेट/वसाहत: इंदिरा नगर शहर/गाव: औरंगाबाद तालुका: पिन:</p>	<p>लिहून घेणार वय 35 राही</p>		
<p>3 नाव: श्री. राजेंद्र बाबू गणेशराव गणेशराव गणेशराव गणेशराव पत्ता: घर/फ्लॉट नं. - गल्ली/रस्ता - इमारतीचे नाव - इमारत नं. - पेट/वसाहत: इंदिरा नगर शहर/गाव: औरंगाबाद तालुका: पिन:</p>	<p>लिहून घेणार वय 40 राही</p>		
<p>4 नाव: श्री. राजेंद्र बाबू गणेशराव गणेशराव गणेशराव गणेशराव पत्ता: घर/फ्लॉट नं. - गल्ली/रस्ता - इमारतीचे नाव - इमारत नं. - पेट/वसाहत: इंदिरा नगर शहर/गाव: औरंगाबाद तालुका: पिन:</p>	<p>लिहून घेणार वय 29 राही</p>		
<p>5 नाव: श्री. राजेंद्र बाबू गणेशराव गणेशराव गणेशराव गणेशराव पत्ता: घर/फ्लॉट नं. - गल्ली/रस्ता - इमारतीचे नाव - इमारत नं. - पेट/वसाहत: इंदिरा नगर शहर/गाव: औरंगाबाद तालुका: पिन:</p>	<p>लिहून घेणार वय 58 राही</p>		

ABAD * 101





दस्त गोषवारा भाग - 2

अगगा

दस्त क्रमांक (4343/2006)

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दस्त क्र. [अगगा-4343-2006] चा गोषवारा
बाजार मुख्य :29792092 मोबदला 1 भरलेले मुद्रांक शुल्क : 28900

पावली क्र.:4622 दिनांक:07/09/2006

पावलीचे वर्गन

नाव: तेजस कन्स्ट्रक्शन्स आणि जॉईंट व्हेंचर तर्फे
1)योगेश रमेशचंद्र अग्रवाल

दस्त हजर केल्याचा दिनांक :07/09/2006 03:36 PM

निष्पादनाचा दिनांक : 07/09/2006

दस्त हजर करणा-याची सही :

Yogesh R Agrawal

30000 :नोंदणी फी

220 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुज्यात (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) 07/09/2006 03:36 PM

शिकका क्र. 2 ची वेळ : (फी) 07/09/2006 03:43 PM

शिकका क्र. 3 ची वेळ : (कच्ची) 07/09/2006 03:46 PM

शिकका क्र. 4 ची वेळ : (ओळख) 07/09/2006 03:46 PM

दस्त नोंद केल्याचा दिनांक : 07/09/2006 03:46 PM

दु. निबंधकाची सही, औरंगाबाद 1

ओळख :

खालील इसम अरो निरोधीत करतात की, ते दोघांचेयज करून ते मर्यादा यावतीस ओळखतात व त्यांची ओळख पटवितात.

1) संजय ज्ञानदेव राणे, घर/फ्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: मयुरपार्क हर्सूल

शहर/भात: औरंगाबाद

तालुका: -

पिन: -

2) मोहम्मद वसीम मोहम्मद युसुफ - ,घर/फ्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नाव: -

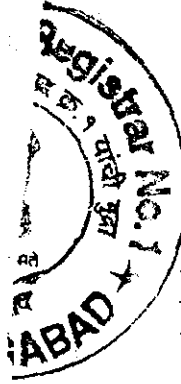
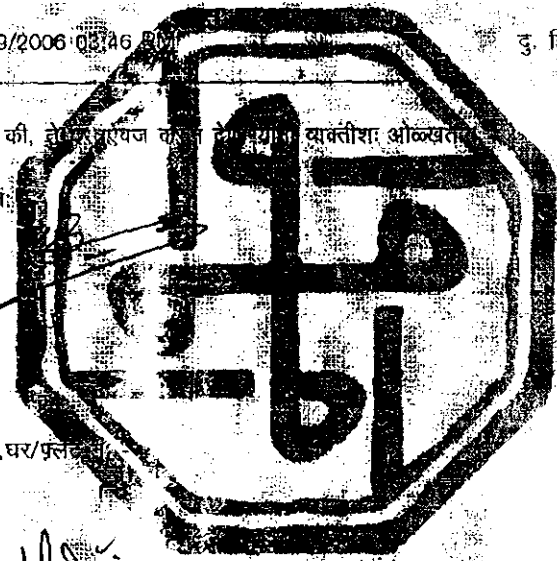
ईमारत नं: -

पेठ/वसाहत: बुढीतेग

शहर/भात: औरंगाबाद

तालुका: -

पिन: -



दु. निबंधकाची सही
औरंगाबाद 1

प्रमाणीत करण्यात येते की, या
दस्तामध्ये एकूण २२ पाने आहेत.

सह. दुय्यम निबंधक वर्ग - २
औरंगाबाद क्रमांक - १

...२०... बुकाचे २३४२ -
नंबरी नोंदला दिनांक ०७/०९/२००६

सह. दुय्यम निबंधक वर्ग - २
औरंगाबाद क्रमांक - १



अस्सल बन्हुकूम नक्कल

(Handwritten signature)

सह दुय्यम निबधक वर्ग-२
क्र.१ औरंगाबाद

अस्सल क. सं. ३४४३-
दरम खिलाल *(Handwritten)*
मिर्जापूर केनवारी वि. सं. *(Handwritten)*
दरम खिलाल *(Handwritten)*

(Handwritten signature)

अस्सल निबधक औरंगाबाद

