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

Stationery No: 13017767513941  
Print DlTime: 16-Jun-2014@14:12:54  
GRAS GRN: MH001294092014155  
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 Abilty: N.A.  
Prop Descr: 46400000000  

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

Duty Payer: PAN-AAFCA9143A, KHILARI INFRASTRUCTURE PRIVATE LIMITED  
Other Party: PAN-AAALM00567A, AURANGABAD MUNICIPAL CORPORATION  

Bank Official Name & Signature  

Rupali Bhagawat  
Nitin Potdar  

--- 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
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 remediating 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:
   b) The Contractor’s Bid
   c) The Common set of Deviation & Corrigendum
   d) Tender Document (Volume I,II & III)

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 remediing 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
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)

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

FOR AND ON BEHALF OF
Aurangabad Municipal Corporation

Dr. Harshdeep Kamble (IAS)
Commissioner
Aurangabad Municipal Corporation

In presence of:

1. Mrs. Veraill Chitta
2. Mr. Hidayat Ali