

Customer's Copy

THE KAPOL CO-OP. BANK LTD.
FRANKING DEPOSIT SLIP

Branch: **65520** Date: **12/03/09**

Pay to : Acct. Stamp Duty

Franking Value	Rs. 5,00,000/-
Service Charges	Rs. 10/-
TOTAL	Rs. 5,00,010/-

Name & Address of the Stamp duty paying party
Anant A Tirage M/s. Subhash Projects & Marketing Ltd. Bengaluru

Tel./Mobile No. **9021123040**

Desc. of the Document **Agreement for Underground Sewerage Scheme**

DD/Cheque No.: **010042**

Drawn on Bank: **Axis Bank Ltd. Service Branch Mumbai**

(For Bank's Use only) **0**

Tran ID **A254 Rs. 546 Rs.**

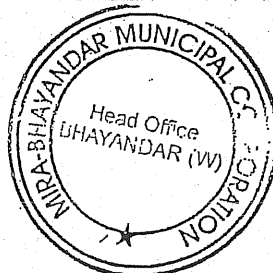
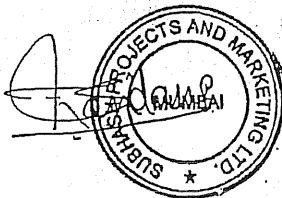
Franking Sr. No. **0**

Cashier **[Signature]** Officer **[Signature]**

DELIVERED

Agreement Form

This agreement, made the Twenty Seventh (27 th) day of February 2009, between **Mira Bhayandar Municipal Corporation**, Indira Ghandi Bhavan, Chatrapati Shiva Maharaj Marg, Bhayandar (West) Tal-Dist Thane- 401 101. (name and address of Employer) (hereinafter called "the Employer") and **M/s. Subhash Projects Marketing Limited** with its Registered office at F-27/2, Okhla Industrial Area, Phase = II, New Delhi - 110 020 and Branch office at Mfar Silver line Tech Floor, Plot No. 180, EPIP II Phase, Whitefield, Bengaluru - 560 066 (name and address of contractor) (hereinafter called "the Contractor" of the other part)



The Kapol Co-Op. Bank Ltd.
Bhayandar Branch - Co-Op. Bank, 1st Floor, 1st Floor, Bhayandar (W), Thane-401 101.
D-5170001, 05/1/2009, 2009-2002

R. 05000004-PB5497

MAR 19 2009

MAR 19 2009 15:34

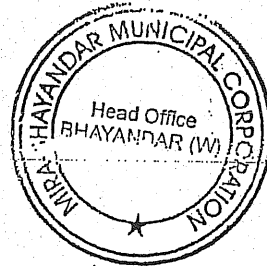
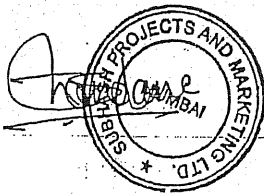
STAMP DUTY MAHARASHTRA

Rs. Five Lacs only) Rs. 5,00,000/-

Whereas the Employer is desirous that the Contractor execute the work of

Design-Build and Operate Contract (including operation and maintenance for five years, Under Local Competitive Bidding for Underground Sewerage Scheme for Mira Bhayandar Municipal Corporation - Contract No.: MBMC/MC/83/2008-2009 (hereinafter called "the Works) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a Rs.525,79,92,509.00 (Rupees Five Hundred Twenty Five Crore Seventy Nine Lac Ninety Two Thousand Five Hundred Nine Only.) as per letter of acceptance.

As the above mentioned work is accepted by Standing Committee by their Resolution No. 116 Date.17/02/2009



The amount of acceptance is as below,

224

- a) EPC cost consisting of Sewage collection and conveyance system, sewage pumping stations, treatment plants, treated sewage outfalls & miscellaneous items.

The Accepted EPC cost of tender is

Rs.491,95,52,509.00

The accepted cost operation & maintainace cost for

First Year :- Rs. 66080000/-

Second Year :-Rs.66800000/-

Third Year:- Rs.68000000/-

Fourth Year :-Rs.68600000/-

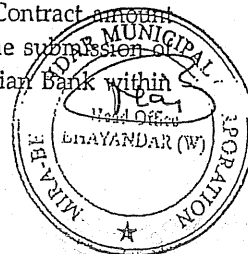
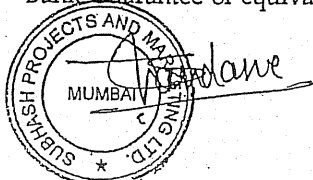
Fifth Year :- Rs. 68960000/-

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of the Agreement.
2. In consideration of the payment to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Corporation to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Corporation hereby covenants to pay the Contractor in consideration of the of the execution and completion of the Works and the remedying the defects wherein 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.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance dated 17.02.2009
 - ii) Instruction to bidders
 - iii) Contractor's Bid
 - iv) Contract Data;
 - v) Conditions of Contract (General and Special)
 - vi) Specifications (General and Special)
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other documents listed in the Contract Data and replied to queries, clarifications issued by the Corporation, such confirmations given by the bidder which are acceptable to the employer and the entire Addendum issued as forming part of the contract.
 - x) Annexure I : Detailed Project Schedule.
 - xi) Annexure II : Detailed payment Break up schedule.

All other conditions as per tender documents will remain binding upon the contractor.

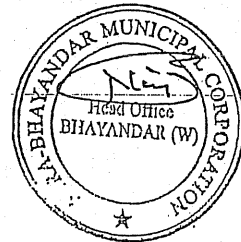
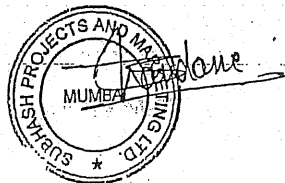
5. Fully secured mobilization advance equivalent to 10% of the Contract amount will be paid as per the terms of the tender condition against the submission of Bank Guarantee of equivalent amount from any Scheduled Indian Bank within



243

seven days from the submission of the Bank Guarantee. Interest on unrecovered amount of advance shall be charged after six months from the date of payment as per tender conditions provided

6. The Octroi payable on raw material & other goods required to execute the project shall be paid by the contractor, corporation shall open octroi current account of the contractor & shall directly adjust the amount of octroi payable from the contractor's bill. The all other payment conditions as mentioned in the tender shall be binding to the contractor.
7. Reference in the Conditions of Contract and specification to any materials, item of equipment, or type of construction by manufacturer's name, make, catalogue number or other proprietary identification shall be interpreted as established a standard of quality. If the contractor wishes to furnish or use a proposed substitute or equal material, item of equipment, or type of construction, Contract shall make written application to the employer for approval, certifying in writing that the proposed substitute or equal will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified, and stating all variations in costs pertaining to the application. The Corporation shall not be liable to make the payment for the variation in cost regarding the approved substitution. No proposed substitute or equal shall be ordered or installed without the written approval of the Corporation and it shall be understood and agreed that the decision of the Corporation in this matter shall be final and binding. The contractor at his expense, shall remove the unauthorized materials or equipment if installed without the Corporation's approval and install those required by the contract documents or as directed by the Corporation's representative. The contractor's use of approved substitutions of equals shall in no way relieve the contractor from compliance with the contract documents.
8. The parties to this agreement also hereby agreed to make any addition to this agreement & conditions of contract if required by mutual consent only. For this purpose the parties hereby agreed to execute any corrigendum, supplementary Agreement by mutual consent only.
9. The contractor shall be liable to abide with the existing & future rules, regulations, any law or act of the state & the central government.
10. It shall be the responsibility of contractor to pay required stamp duty as per the Bombay Stamp Duty and to register Agreement if required.



In witness whereof the Parties hereto have caused this Agreement to be executed the day of Feb 2009 and year before first before written.

Was hereunto affixed in the presence of:

For PARTY ON FIRST PART

The Municipal Commissioner

Mira Bhayandar Municipal Corporation,

Bhayandar Dist : Thane

FOR PARTY ON SECOND PART

M/s. Subhash Projects & Marketing Limited

Bengaluru

through its constituted attorney

In the presence of:

Witness

- 1) S.D. INALWADI Dy. Engr MBMC
- 2) M.R. MURANE Dy. Engineer MBMC.

Common Seal of Mira Bhayandar Municipal Corporation

Signature of Standing Committee Members.

- 1) Name S.D. INALWADI
- 2) Pravin A. Patil

Signature



सन २००८-०९ / करारनामा रजिस्ट्रर
अनु. क्र. २००० दि. २०/११/०८ लावये
नोंद करणेत मालो
महापालिका सचिव
मिरा-भाईंदर महानगरपालिका

