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दस्तावेजों की जाँच

~~आवेदन आदि विवरण~~

4303
2024

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158/4303

पावती

Original/Duplicate

Thursday, June 20, 2024

नोंदणी क्र.: 39म

5:54 PM

Regn.: 39M

पावती क्र.: 6047 दिनांक: 20/06/2024

गावाचे नाव: तिसगांव

दस्तऐवजाचा अनुक्रमांक: अगग1-4303-2024

दस्तऐवजाचा प्रकार: वर्क कॉन्ट्रॅक्ट

सादर करणाऱ्याचे नाव: मे.सहकार जेव्ही तर्फे लीड बिझर मे.एल्लोरा कन्स्ट्रक्शन प्रा.लि.तर्फे सलीम अहेमद खान मोहम्मद बिस्मिल्ला -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 560.00

पृष्ठांची संख्या: 28

एकूण:

रु. 30560.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

6:13 PM ह्या वेळेस मिळेल.

Sub-Registrar Aurangabad I

अहमद नुरउल्लाह निबंध्यक वर्ग-२

औरंगाबाद शहर क्र.1

औरंगाबाद

बाजार मूल्य: रु.18318000/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 183200/-

1) देयकाचा प्रकार: DHC रक्कम: रु.560/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624209015281 दिनांक: 20/06/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003876303202425E दिनांक: 20/06/2024

बँकेचे नाव व पत्ता:



दस्त स्कॅन डाला CHALLAN

MTR Form Number-6



GRN - MH003876303202425E	BARCODE	Date 20/06/2024-15:52:42	Form ID 25.1
Department Inspector General Of Registration		Payer Details	
Stamp Duty		TAX ID / TAN (If Any)	
Type of Payment Registration Fee		PAN No.(If Applicable)	
Office Name ARB2_AURANGABAD 2 JT SUB REGISTRAR		Full Name MS SAHAKAR JV THR ITS LEAD BIDDER MS	
Location CHHATRAPATI SAMBHAJINAGAR		ELLORA CONSTRUCTION PVT LTD	
Year 2024-2025 One Time		Flat/Block No. GUT NO.225/1	
Account Head Details		Premises/Building	
Amount In Rs.		Road/Street TISGAON	
0030046401 Stamp Duty 183200.00		Area/Locality AURANGABAD	
0030063301 Registration Fee 30000.00		Town/City/District	
		PIN 4 3 1 0 0 1	
		Remarks (If Any)	
		SecondPartyName=MUNICIPAL CORPORATION CHHATRAPATI	
		SAMBHAJINAGAR THR DPT COMMISSIONER 2-	
		Amount In Two Lakh Thirteen Thousand Two Hundred Rupees Only	
Total 2,13,200.00		Words	
Payment Details IDBI BANK		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN Ref. No. 69103332024062017984 2874917426	
Cheque/DD No.		Bank Date RBI Date 20/06/2024-15:53:25 Not Verified with RBI	
Name of Bank		Bank-Branch IDBI BANK	
Name of Branch		Scroll No. , Date Not Verified with Scroll	

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9925317380

सदर चालन केवल दुस्यम निबंधक कार्यालयात नोंदणी करतल्यान दस्तावादी लागू आहे. नोंदणी न करतावयाच्या दस्तावादी सदर चालन लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0624209015281	Date 20/06/2024
Received from self, Mobile number 0000000000, an amount of Rs.560/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Aurangabad 2 of the District Aurangabad.	
Payment Details	
Bank Name IBKL	Date 20/06/2024
Bank CIN 10004152024062014314	REF No. 2910632230
This is computer generated receipt, hence no signature is required.	

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४३०३	२	२८
२०२४		



Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0624209015281	Receipt Date 21/06/2024
Received from self, Mobile number 0000000000, an amount of Rs.560/-, towards Document Handling Charges for the Document to be registered on Document No. 4303 dated 20/06/2024 at the Sub Registrar office S.R. Aurangabad 1 of the District Aurangabad.	
DEFACED ₹ 560 DEFACED	
Payment Details	
Bank Name IBKL	Payment Date 20/06/2024
Bank CIN 10004152024062014314	REF No. 2910632230
Deface No 0624209015281D	Deface Date 20/06/2024

This is computer generated receipt, hence no signature is required.



CHALLAN
MTR Form Number-6



GRN	MH003876303202425E	BARCODE			Date	20/06/2024-15:52:42		Form ID	25.1	
Department Inspector General Of Registration					Payer Details					
Stamp Duty					TAX ID / TAN (If Any)					
Type of Payment Registration Fee					PAN No.(If Applicable)					
Office Name ARB2_AURANGABAD 2 JT SUB REGISTRAR					Full Name		MS SAHAKAR JV THR ITS LEAD BIDDER MS			
Location CHHATRAPATI SAMBHAJINAGAR							ELLORA CONSTRUCTION PVT LTD			
Year 2024-2025 One Time					Flat/Block No.		GUT NO.225/1			
Account Head Details				Amount In Rs.		Premises/Building				
0030046401 Stamp Duty				183200.00		Road/Street		TISGAON		
0030083301 Registration Fee				30000.00		Area/Locality		AURANGABAD		
						Town/City/District				
						PIN		4 3 1 0 0 1		
						Remarks (If Any)				
						SecondPartyName=MUNICIPAL CORPORATION CHHATRAPATI				
						SAMBHAJINAGAR THR DPT COMMISSIONER 2~				
Total				2,13,200.00		Amount In		Two Lakh Thirteen Thousand Two Hundred Rupees Only		
						Words				
Payment Details IDBI BANK					FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN		Ref. No.		69103332024062017984 2874917426	
Cheque/DD No.					Bank Date		RBI Date		20/06/2024-15:53:25 Not Verified with RBI	
Name of Bank					Bank-Branch		IDBI BANK			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
खदर चलन केवल दुर्यम निबंधक कार्यालय में ही और केवल दस्तावेजों के लिये लागू है। नोट:- अनपंजीकृत दस्तावेजों के लिये लागू नहीं है।

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-158-4303	0002129819202425	20/06/2024-17:54:07	IGR205	30000.00
2	(IS)-158-4303	0002129819202425	20/06/2024-17:54:07	IGR205	183200.00
Total Defacement Amount					2,13,200.00



BY 926956

सी. सोनाली अ. ठोसद

अधिकत मुद्रांक विक्रेता क्र. 310104।

SAHAKAR JV

221 सप्रथमनगर, औरंगाबाद.

हस्त असल्यास त्याचे नाव व पता : सय्याद मूदस्सीर झाली

मुद्रांक शुल्क रकम 500/- मुद्रांक विक्री नोंद वही अ. क्र. 8438 दिनांक 10/05/2019

मृदांक विकास धेणान्याची सही Amali

परवानाधारक कुटुंबांक विक्रेत्याची सही _____ परवाना क्र. 3101041

महोदय विक्रेत्याचे नाव : सौ. लोनाली अ. ठोसर - दि. १५ दिव्याण २२१ समर्थनगर, औसाबाद.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

This Agreement is executed on this 20th day of June

in the year two thousand 2024 between the **Chhatrapati Sambhajnagar Municipal Corporation**, through its **Commissioner Chatrapati Sambhajnagar Municipal Corporation** (hereinafter referred to as **PARTY OF FIRST PART**" which expression shall, unless repugnant to the context, include its successors, assigns or any body claiming through it), on the one part





दि. २० ऑक्टोबर २०२३
कार्यालय सहाकारी नगर
महाराष्ट्र MAHARASHTRA
20 OCT 2023
सहाकारी लिपीक
सहाकारी सभाजीनगर

वसुधा साकार / अनुच्छेद क्रमांक : ० २०२३ ०
के जे नोंदणी करणार आहेत का ? होय / नाही
नोंदणी होणार असल्यास दुसऱ्या निबंधक कार्यालयाचे नाव :
निकटवतीचे घर्षण मोबदला रक्कम
मुद्रांक विकत घेणाऱ्याचे नाव SAHAKAR JV
दुसऱ्या पक्षाकराचे नाव
हस्त आरल्यात त्याचे नाव व पत्ता : मायाद मंगुसरी माया
मुद्रांक शुल्क रक्कम ५०० / मुद्रांक विक्री नोंद वही अ. क्र. ८४३७ दिनांक
मुद्रांक विकत घेणाऱ्याची सही and
परवानाकारक मुद्रांक विक्रेत्याची सही परवाना क्र. ३१०१०४१
मुद्रांक विक्रेत्याचे नाव : सौ. सोनाली अ. ठोसर - विक्रीदे ठेकान २२१ समर्थनगर, औरंगाबाद.
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी
केल्यावासून ६ महिन्यात वापरणे बंधनकारक आहे.

BY 926955
सौ. सोनाली अ. ठोसर
अधिकृत मुद्रांक विक्रेता क्र. ३१०१
२२१ समर्थनगर, औरंगाबाद.
25 OCT 2023

AND

M/s. SAHAKAR JV having their office Maulana Azad Chowk, CIDCO Road, Chattrapati Sambhajinagar Hereinafter referred to as "PARTY OF SECOND PART" which expression shall, unless repugnant to the context, mean and include their successors, legal representatives, assignees, or anybody claiming through it of the other part.



WHEREAS the Party of first part undertook the work of Development of a Project under Pradhan Mantri Awas Yojna (for the sake of brevity hereinafter referred to as PMAY (Urban)) in Public Private Partnership (PPP) mode on public land based on model no. 5 Direct Relationship Ownership Housing as provided in Government of India Module of September 2017 (for the sake of brevity hereinafter referred to as "DROH") at Tisgaon Gut No 225/1 having Area 5.29 H.R. Approx. (Green zone) (hereinafter referred to as project land) under Affordable Housing in Partnership (AHP) and issued notice no CSMC/PMAY/2023/66 dated 05.06.2023 inviting RFP Tender Id 2023_AMCA 912361_1 on mahatenders.gov.in.

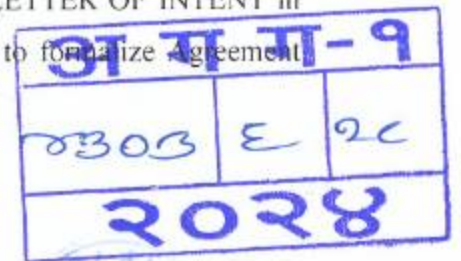
And whereas in pursuance to RFP / Tender notice the PARTY OF SECOND PART submitted the RFP on mahatenders.gov.in on 23.06.2023.

And Whereas PARTY OF FIRST PART accepted the said RFP/ Tender vide its Standing Committee resolution No. 1003/2023 dated 09/10/2023.

And Whereas PARTY OF SECOND PART had submitted Performance Security in Form of FDR in Favor of Commissioner CSMC bearing No. 0051842 issued by Indian Bank, Main Branch Chattrapati Sambhajinagar (Aurangabad) Amounting to Rupees 1,83,18,000.00 (One Crore Eighty Three Lakhs Eighteen Thousand Only)

AND WHEREAS under the terms and conditions of the above said Contract. PARTY OF SECOND PART had agreed to execute the Agreement as prescribed below and as per accepted REQUEST FOR PROPOSAL (in short RFP)/Tender/relevant PMAY(U) Guidelines.

AND WHEREAS, the PARTY OF FIRST PART issued LETTER OF INTENT in favor of PARTY OF SECOND PART. Parties have decided to formalize Agreement between them on the following terms and conditions:



I. OBLIGATIONS ON THE PARTY OF SECOND PART

For the considerations reserved hereinafter, the PARTY OF SECOND PART hereby binds itself and undertakes to do following works: -

- a) Preparation of DPR, Soil Investigation, Architectural Planning, Designing, submitting and obtaining approval for the project from the SLAC (State Level Accreditation Committee) , SLSMC(State Level Sanctioning and Monitoring Committee) and CSMC (Central Level Sanctioning and Monitoring Committee), including satisfactory compliance of all the relevant conditions mentioned in L.O.I. of all concerned authorities such as obtaining NOC's from CFO (Chief Fire Officer), MoEF (Ministry of Environment and Forest), AAI (Airport Authority of India) etc. to the extent of scope of the work.
- b) to prepare layout plans, building plans
- c) To apply for and obtain each and every permission, license, No objection certificate/s, approvals as may be required under any law, rule, regulation, document having force of law, from each of authorities as are competent to grant such permission, license.
- d) To construct Multistoried Residential Buildings as per the approved drawings, designs, terms and conditions on the site situated at **Tisgaon Gut No 225/1**
- e) To execute the Project Work as per detailed specification and scope of work stipulated in the Clause No. 16 and Detail Specifications in volume II of the RFP and as per approved Detailed Project Report (DPR).
- f) Financing and Construction of EWS Tenements at **Tisgaon Gut No 225/1** as per detailed specifications, provisions as per relevant codes, terms and conditions additional specifications etc. Obtaining approval of all the site-infrastructure works of the scheme and carrying out work as per approved plan.
- f) Obtaining sewerage, water supply, public health and other NOC's related to plumbing activities and other NOC's from Local Authority / MIDC/ MJP/ CFO/MoEF/



CRZ/ MCZMA/ AM/ PWD/ MMRDA/ MSEDCL etc. or such appropriate Authority & lift certificate from lift inspector, also obtaining Occupation Certificate, Completion Certificate, Water Connection, Drainage connection, Electric connection etc. for the completed building without claiming any payment from Party of First Part.

g) To supply the detailed structural calculations and designs and to obtain structural stability and safety certification from IIT Mumbai / COE Pune / GEC CSMC or such similar reputed government institutions for all proposed structures in the projects including infrastructure items as instructed by city engineer from CSMC. The structural design shall be as per prevailing relevant IS Codes as on the date of issue of work order. This approval, including other approvals, shall be obtained within three (3) months from the date of work order.

h) The project under this PPP will adhere to Development Control Rules (DCR)/UDCPR, Development Plan (DP), Real Estate (Regulation and Development) Act 2016 and Rules and Regulations made thereunder. The projects shall be registered with MahaRERA at earliest.

i) complete the entire project within 24 months from the date of work order Date _____ comply with each and every specification, norms, guideline given in the RFP, regulations and modules given by the Central Government from time to time under Pradhan Mantri Awas Yojna (PMAY) Urban (U) scheme.

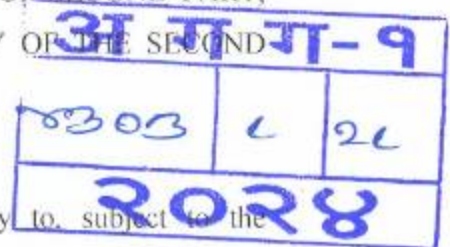
II Consideration

In consideration of the obligations undertaken by the PARTY OF SECOND PART, vide present, the PARTY OF FIRST PART agrees to the PARTY OF THE SECOND PART AS UNDER: -

- a) The PARTY OF SECOND PART shall be at liberty to, subject to the compliances of guidelines and norms under PMAY(U) scheme issued from time to time, claim INR 1.5 Lakh per EWS dwelling unit from Central Government and INR 1.0 lakh per EWS dwelling unit from State Government,



Signature



combining a total of INR 2.50 Lakh subsidy per EWS dwelling unit.

Provided that said subsidy amount of INR 2.50 Lakh shall be receivable by the PARTY OF SECOND PART as per the stages and slabs more particularly described in the PMAY Guidelines and Tender Conditions that shall always be considered as integral part of this Agreement

- b) FSI of 1.0 will be allowed for the project.
- c) Waiver of building plan approval fees, technical sanction to cost of DPR, and waiver of fees for obtaining various NOCs from the concern departments under the purview PARTY OF FIRST PART.
- d) Fees for Joint measurement of land under such PMAY projects will be charged at 50% of prevailing rate (as per Government of Maharashtra GR No _____ dt. _____)
- e) Stamp duty at Rs. 1000 only per EWS house will be charged for 1st Instrument executed for the purpose of allotment of residential premises admeasuring up to an area of 30 sq. tn. for EWS as per PMAY-HFA. (As per Government of Maharashtra GR. No _____ dt _____)
- f) THE PARTY OF SECOND PART shall be at liberty to take Loan facilities from any financial institution for construction of EWS units and infrastructure works till the end of project construction period as per bid documents. Provided that the PARTY OF SECOND PART shall not create any encumbrance over the project land. Provided further that the PARTY OF SECOND PART expressly undertakes whether such loan facility is granted by any financial institution or not to keep THE PARTY OF FIRST PART absolutely unharmed and indemnified from any liability relating to or arising out of such loan facility taken, attempted to be taken or attempted to be taken and not being granted.



- g) PARTY OF SECOND PART shall be liable to complete the Affordable Housing Project including the infrastructure facilities and erection of compound wall covering the amenity spaces.

III ASSUURANCES AND UNDERTAKINGS BY PARTY OF SECOND PART

a) TIME ESSENCE OF CONTRACT

- a. 1 All the obligations, as enumerated above are required to be complied with by the PARTY OF SECOND PART within the timelines, i.e. 24 months from i.e.

_____ Date of Work Order

- a. 2 it is mandatory that the PARTY OF SECOND PART prepares revised DPR, layout plans, building plans, and obtains various permissions, sanctions, approvals, NOC has undertaken herein under within three months,

- a. 3 complete the construction work as per Approved Revised DPR within 21 months.

- b) QUALITY OF WORK: - The entire work of project as undertaken under the RFP document and described thereunder shall be strictly in accordance with the standards and norms laid down under relevant clauses of RFP, norms laid down under PMAY(U) guide lines from time to time and subject to the quality control of the authorities as specified under said norms.

c) MISCILLANEOUS

- c.1) That, Notwithstanding anything contrary to the present clause stated anywhere in any deed, document, directives, policies, the PARTY OF SECOND PART has no assurance, express or implied, from the PARTY OF FIRST PART that completion of the project and the consequential success of this project is dependent on any act, duty, obligation of the PART OF FIRST PART as a local self-government or as a Public Authority under Pradhan Mantri Awas Yojna (PMAY) Urban (U) and undertaking of the project by the PARTY OF SECOND PART is independent of



discharges of such duties by the PARTY OF FIRST PART; consequentially, the PARTY OF SECOND PART shall not claim any damages or compensation for any alleged deficiency/ defects/shortcomings on the PART OF PARTY OF FIRST PART as such authority

c.2 Change Request:- During the operational period of project, if there is any change in the Government Policies/ Resolution, provisions of Law or any other requirement, in the opinion of PARTY OF FIRST PART which require modification in the current scope of the project, then PARTY OF SECOND PART shall make those changes as directed. In case of such change, modalities shall be discussed by the parties. However, Final decision shall be taken by the Commissioner, CSMC and decision of the Commissioner will be binding on the PARTY OF SECOND PART.

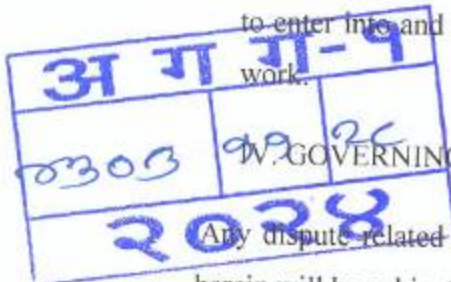
c.3 That, the PARTY OF SECOND PART hereby undertakes and binds itself not take or let anybody on its behalf to take any action, proceeding or dispute so as to delay/hamper/restrain further progress of the project at any lime in future, notwithstanding whether this Agreement subsists or is terminated in any mode or manner.

c.4 That, the project land is made available free from any encroachment and the PARTY OF SECOND PART is satisfied that no encroachment exists on any portion or part of the Project land.

c.5 That, nothing stated herein amounts to creation of any transferable right, title or interest of the PARTY OF SECOND PART and he shall be merely having a license to enter into and remain in the project land for the purpose of executing the project work.

W. GOVERNING LAW

Any dispute related to this Contract or RFP arising out of any particulars mentioned herein will be subject to Jurisdiction of the courts at Chhatrapati Sambhajinagar only.



V. SETTLEMENT OF DISPUTES

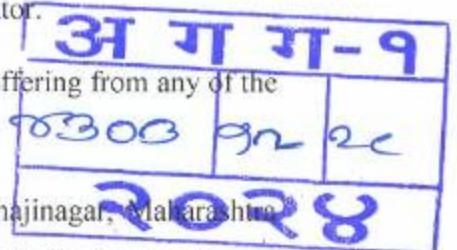
A) The performance of the contract is governed by the terms and conditions of the contract, RFP and guidelines issued under PMAY(U) from time to time. In case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days from date of receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause No. 17 General Conditions of Contract (GCC) of the RFP shall become applicable. In the case of dispute arising, upon or in relation to, or in connection with the contract between CSMC i.e. PARTY OF FIRST PART and PARTY OF SECOND PART, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification thereof. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the parties to this Agreement and the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and such third Arbitrator shall act as Presiding Arbitrator

Provided that if the process of formation of such arbitral tribunal of 3(Three) Arbitrators is not completed within 30 (thirty) days from the date of first notice of appointment given by the either party, for the purpose of convenience and to avoid delay in disposal of the Arbitral proceedings, the Arbitrator nominated by the PARTY OF FIRST PART shall be deemed to be appointed as sole Arbitrator.

Provided the Arbitrators appointed by either party shall not be suffering from any of the disqualifications provided under seventh schedule of The Act.

i. Arbitration proceedings shall be held in Chhatrapati Sambhajnagar, Maharashtra and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

ii. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by Party of First Part and PARTY OF SECOND PART. However, the expenses



incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Provided that the party entitled to any claim as per the final award shall also be entitled for reimbursement of proportionate cost of the Arbitrator's fees and costs as may be awarded by the Arbitral Tribunal.

VI) Change in laws and Regulation

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that PARTY OF SECOND PART has thereby been affected in the performance of any of its obligations under the Contract.

VII. FORCE MAJEURE

The PARTY OF SECOND PART shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Provided that Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of PARTY OF SECOND PART that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of PARTY OF SECOND PART.

Such events mean wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, PARTY OF SECOND PART shall promptly notify



Party of First Part in writing of such conditions and the cause thereof. Unless otherwise directed by Party of First Part in writing, PARTY OF SECOND PART shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

PROVIDED THAT excuse of Force Majeure shall not be extended for a period of 60 days at a time.

VIII. EXTENSION OF TIME

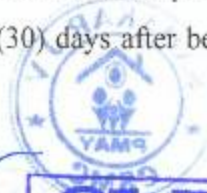
If at any time during performance of the Contract, PARTY OF SECOND PART encounters conditions impeding timely delivery of the Services, PARTY OF SECOND PART shall promptly notify Party of First Part in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of PARTY OF SECOND PART'S notice, Party of First Part shall evaluate the situation and as per guidelines of PMAY (U) may extend PARTY OF SECOND PART'S time for performance in writing.

Delay by PARTY OF SECOND PART in the performance of its Delivery and Completion obligations shall render PARTY OF SECOND PART, without prejudice to any other liabilities herein under provided liable for disqualification for any further bids in Party of First Part.

Delay on the part of the beneficiary in complying the payment schedule agreed upon shall be no ground for the PARTY OF SECOND PART to seek extension of time in any condition

IX. TERMINATION

- a) Party of First Part may, without prejudice to any other remedy for breach of Contract, terminate this Contract in following cases
- b) in case of the occurrence of any of the events specified in the RFP/NIT (Notice Inviting Tender).
- c) If PARTY OF SECOND PART does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified



or within any further period as Party of First Part may have subsequently approved in writing.

d) If PARTY OF SECOND PART becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

d) If PARTY OF SECOND PART, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

e) If PARTY OF SECOND PART submits to the Party of First Part a false statement which has or was of nature of likely to have a material effect on the rights, obligations or interests of Party of First Part.

f) If PARTY OF SECOND PART places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Party of First Part.

g) If PARTY OF SECOND PART fails to provide the quality services as envisaged under this Contract, Party of First Part may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. Party of First Part may decide to give one chance to PARTY OF SECOND PART to improve the quality of the services.

h) If PARTY OF SECOND PART fails to comply with any final decision reached as a result of arbitration proceedings.

i) If, as the result of force Majeure, PARTY OF SECOND PART is unable to perform material portion of the Services for a period of more than 60 days.

j) In the event Party of First Part terminates the contract in whole or in part, pursuant to relevant clause of RFP/Tender Party/ this agreement the First Part may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and PARTY OF SECOND PART shall be liable to Party of First Part for any additional costs for such similar services. Provided that PARTY OF SECOND PART shall be liable to continue to perform the part/s of the Contract to the extent not so terminated and shall continue to be under liabilities as undertaken.



X. PROVISIONS OF TENDER DOCUMENT

Notwithstanding anything slated anywhere in any of the deeds, documents, communications, RFP, issued, executed, or made prior to this Agreement, it is expressly agreed and understood by the parties to this present that, Whenever, any of the specifications/condition/obligation is not available in the Agreement between the parties, then the relations between the parties shall be governed by the RFP document, regulations framed under the Pradhan Mantri Awas Yojna (PMAY) Urban (U)scheme from time to time. In case of any inconsistency between RFP document and this Agreement, contents of this agreement shall prevail.

XI. LIABILITY TO PAY INTEREST

In case of any delay or lapse in completing the obligations as per this agreement, if any of the parties is held liable to pay interest, in such case the rate of interest shall be equivalent to the prevalent Repo Rate i.e. interest Rate at which Reserve Bank of India lends money to Commercial Banks, which shall not be less than 6.50%.

XII. REGISTRATION CHARGES AND STAMP DUTY

All charges regarding Registration of documents, Stamp Duty and any other expenses required for registration of agreement between the parties and any modification thereof shall be borne by PARTY OF SECOND PART. *Date-20-06-2024*

Aparna Thete
Dy. Commissioner - 2
Municipal Corporation
Municipal Corporation Chhatrapati Sambhajanagar
Through its Deputy Commissioner-2
The party of the part first



AND

M/s SAHAKAR JV
Through its Lead Bidder, M/s. Ellora Construction Pvt. Ltd.
The Party of Second Part
Date: _____
Location: Chhatrapati Sambhajanagar.





1. Rivaz Ahmed MD Bismillah Khan.

Age: - 39.

Res: - Azad Chowk, AIBAD.



(Signature)



2. Faizan Ashfaq Shaikh.

Age: - 33.

Res: - SATARA, M



Asst. Comm. - 3
District Registrar
Aurangabad





महाराष्ट्र MAHARASHTRA / अनुच्छेद क्रमांक 2023 72AA 110214

दस्त नोंदणी करणार आहेत का ? होय / नाही

नोंदणी होणार असल्यास मुख्य निबंधक कार्यालयामे नाव :

सौ. सोनाली अ. ठोसर

मिळवणीचे वर्णन

नोंदवता रकम

अधिकृत मुद्रांक विक्रेता क्र. 3101041

मुद्रांक दिवस घेणाऱ्याची नाव

रमेश्वर जो. व्ही

221 समर्थनगर, औरंगाबाद.

इतर्या पक्षकलाचे नाव

दीप्ती कौ. क.

हस्त अस्तल्यास त्याचे नाव व पत्ता :

इमरान खान सरकार खान

मुद्रांक शुल्क रकम

100/-

मुद्रांक दिवस नोंद वही अ. क्र.

12196 दिनांक

मुद्रांक विकत घेणाऱ्याची सही

(सही)

29 JAN 2024

प्रवानाकरक मुद्रांक विक्रेत्याची सही

परवाना क्र. 3101041

मुद्रांक विक्रेत्याचे नाव :

सौ. सोनाली अ. ठोसर - निर्दिष्ट ठिकाण 221 समर्थनगर, औरंगाबाद.

ज्या कारणासाठी ज्याने मुद्रांक उरवी केला त्याने त्याच कारणासाठी मुद्रांक खरेदी केल्यावरून 6 महिन्यात यावरचे वसूलकारक आहे.

Undertaking.

We the Undersign "SAHAKAR JV" has been allotted the work "Construction of PMAY Scheme at Tisgaon Gut No. 225/1" by Chatrapati Sambhajnagar Municipal Corporation having Work Order No./AMC/PMAY/259/ 2023 Dated 15.12.2023.

We have signed and submitted the contract agreement on stamp paper of Rs 1000.00 (Rupees One Thousand).

We hereby undertake that if any difference is observed in stamp duty as per PMAY Guidelines we take responsibility that we will be liable to pay the difference amount of Stamp duty.

Hence undertaking given

SAHAKAR JV





Chhatrapati Sambhajanagar Municipal Corporation

PHONE NO: (0240)-2333536-40, 2348001-05 (PBX) FAX-(0240)-2331213



NO./AMC/PMAY/259/2023

DATE: 15/11/2023

WORK ORDER

To,

Sahakar JV

Ellora Construction Pvt. Ltd. &
Sahakar JV.
Cidco Road, Maulana Azad Chowk,
Chhatrapati Sambhajanagar-431001.
Mo.No: 9823130380
email:khanmudassir79@gmail.com
(Lead Member- 51%)

Unity Developers,
Unity Multicons Pvt. Ltd.
1 Daddapure Galaxy,
Mohite Nagar, Holgi Road,
Solapur.
(Other Member- 47%)

Arc Associates,
7, Chetan Super Market,
Trimurti Chowk,
Jawahar Colony, Aurangabad.
(PMC-2%)

Name of work:- Development of a project under PMAY (U) in Public Private Partnership (PPP) mode on Public land based model no. 5 (DROH) @ Mauje Tisgaon Gut No 225/1 having Area 5.29 H.r. Approx. (Green Zone) under Affordable Housing in Partnership (AHP).

- Reference:-**
1. E-Tender Notice NO./CSMC/PMAY/66/2023 Dated. 05/06/2023.
 2. Letter of Intent NO./AMC/PMAY/199/2023 Dated. 09/10/2023.
 3. Standing Committee Resolution No.1003/2023 Dated. 09/10/2023
 4. FDR No. 0051842 Dated. 26/10/2023
 5. General Body resolution No. 736/2023 Dated. 10/03/2023

With reference to above mentioned subject it is informed that as per reference no.2 Letter of Intent (LoI) issued to your firm for development of a project under PMAY (U) in Public Private Partnership (PPP) mode on Public land based model no. 5 (DROH) @ Mauje Tisgaon Gut No 225/1 having Area 5.29 H.r. Approx. (Green Zone) under Affordable Housing in Partnership (AHP). (As per the scope of work mentioned in RFP, Tender ID: 2023_AMCA_912361_1) and you have submitted acceptance of the Letter of Intent (LoI) in acknowledgement thereof.

As you have furnished required performance security of Rs. 1,83,17,520.00/- therefore Chhatrapati Sambhajanagar Municipal Corporation is issuing this work order to your joint venture firm. However, the permission for construction of buildings under AHP will be issued proportionate to the numbers of identified beneficiaries who are validated on PMAY, MIS Portal as per clause no 13.3 of the RFP.

You are entirely responsible to carry out & complete the said work within the given stipulated time limit as per clause no 2.5 of the tender documents. The scope of work and other terms of the contract will remain same as per the Bid/ tender document. Draft of contract agreement has been provided to your firm and your required to sign the contract agreement within 15 days from the date of issuance of work order as per clause no 13.2 of the RFP. CSMC reserves right to annual / rescind the award of contract in case there is delay of more than 15 days in signing the contract agreement.



Commissioner & Administrator
Chhatrapati Sambhajanagar
Municipal Corporation



भारत सरकार

GOVERNMENT OF INDIA



अपर्णा मुकेश सेडमकर

Aparna Mukesh Sedamkar

जन्म वर्ष/YoB:1978

महिला Female



3023 0040 7002

आधार - सामान्य माणसाचा अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

W/O: मुकेश सेडमकर, फल

एन डी-13 प्राइड एनिग्मा

फेज 1 सूतगिरणी

चौक ,गारखेडा, औरंगाबाद,

औरंगाबाद एमएच, औरंगाबाद

महाराष्ट्र, 431001

Address:

W/O: Mukesh Sedamkar, fl n d-

13 pride enigma phase 1

sootgirni chowk ,garkheda,

Aurangabad, Aurangabad

(mh), Aurangabad

Maharashtra, 431001

Aadhaar - Aam Aadmi ka Adhikar





Chhatrapati Sambhajanagar Municipal Corporation

PHONE NO: (0240)-2333536-40, 2348001-05 (PBX) FAX-(0240)-2331213



NO./AMC/PMAY/259/2023

DATE: 15/11/2023

WORK ORDER

To,

Sahakar JV

Ellora Construction Pvt. Ltd. &
Sahakar JV.
Cidco Road, Maulana Azad Chowk,
Chhatrapati Sambhajanagar-431001.
Mo.No: 9823130380
email:khanmudassir79@gmail.com
(Lead Member- 51%)

Unity Developers,
Unity Multicons Pvt. Ltd.
1 Daddapure Galaxy,
Mohite Nagar, Holgi Road,
Solapur.
(Other Member- 47%)

Arc Associates,
7, Chetan Super Market,
Trimurti Chowk,
Jawahar Colony, Aurangabad.
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Name of work:- Development of a project under PMAY (U) in Public Private Partnership (PPP) mode on Public land based model no. 5 (DROH) @ Mauje Tisgaon Gut No 225/1 having Area 5.29 H.r. Approx. (Green Zone) under Affordable Housing in Partnership (AHP).

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[Signature]

Commissioner & Administrator
Chhatrapati Sambhajanagar
Municipal Corporation

सालीम अहमद खान मोहम्मद बिसमिल्ला
 खान
 Saleem Ahmed Khan Mohammed
 Bismillah Khan
 जन्म तारीख / DOB - 05/02/1963
 पुरुष / Male
 आधार, पहचान का प्रमाण है, नागरिकता का नहीं।
 Aadhaar is a proof of identity, not of citizenship.

5910 7670 0952

मेरा आधार, मेरी पहचान

पता: प्लॉट नं. 4, 5, सिडको रोड, इकबाल
 नगर आज़ाद चौक, औरंगाबाद, औरंगाबाद,
 महाराष्ट्र, 431001

Address: PLOT NO 4, 5, CIDCO
 ROAD, IQBAL NAGAR AZAD CHOWK,
 Aurangabad, Aurangabad, Maharashtra,
 431001

5910 7670 0952

1947 help@uidai.gov.in www.uidai.gov.in





भारत सरकार

GOVERNMENT OF INDIA



अपर्णा मुकेश सेडमकर

Aparna Mukesh Sedamkar

जन्म वर्ष/YoB:1978

महिला Female



3023 0040 7002

आधार - सामान्य माणसाचा अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

W/O: मुकेश सेडमकर, फल

एन डी-13 प्राइड एनिग्मा

फेज 1 सूतगिरणी

चौक, गारखेडा, औरंगाबाद,

औरंगाबाद एमएच, औरंगाबाद

महाराष्ट्र, 431001

Address:

W/O: Mukesh Sedamkar, fl-n d-

13 pride enigma phase 1

sootgirmi chowk, garkheda,

Aurangabad, Aurangabad

(mh), Aurangabad

Maharashtra, 431001

Aadhaar - Aam Aadmi ka Adhikar

Aadhar



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२०२४		



भारत सरकार
Government of India



भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

नोंदणी क्रमांक / Enrolment No.: 2006/20185/52319

To
Riyaz Ahmed Mohammed Bismillah Khan
maulana azad chowk
plot no 4/5
Aurangabad
Aurangabad (mh)
Aurangabad Maharashtra - 431001
9923695985

Download Date: 02/12/2019

Issue Date: 21/11/2019

Signature valid

Digitally signed by
Riyaz Ahmed Mohammed Bismillah Khan
DN: cn=Riyaz Ahmed Mohammed Bismillah Khan,
o=Unique Identification Authority of India,
c=IN



आपला आधार क्रमांक / Your Aadhaar No. :

3467 2769 6573

VID : 9109 0451 4452 3315

माझे आधार, माझी ओळख



माहिती

- आधार ओळखीचा पुरावा आहे नागरिकत्वाचा नाही
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन प्रमाणीकरण वापरून ओळख सत्यापित करा.
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देशभरात वैध आहे
- आधार आपल्याला विविध सरकारी आणि खाजगी सेवा सुलभतेने घेण्यास मदत करते
- आपला मोबाइल नंबर आणि ईमेल आयडी आधारमध्ये अद्ययावत ठेवा
- आपल्या स्मार्ट फोनमध्ये आधार घ्या - mAadhaar App वापरा

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



भारत सरकार
Government of India



3467 2769 6573

VID : 9109 0451 4452 3315

माझे आधार, माझी ओळख



भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India



पत्ता:
प्लॉट नं 4/5, मौलाना आझद चौक, औरंगाबाद,
औरंगाबाद,
महाराष्ट्र - 431001

Address:
plot no 4/5, maulana azad chowk,
Aurangabad, Aurangabad,
Maharashtra - 431001



3467 2769 6573

VID : 9109 0451 4452 3315

help@uidai.gov.in | www.uidai.gov.in



भारत सरकार
GOVERNMENT OF INDIA

फैज़ान अशफाक शेख
Faizan Ashfaq Shaikh

जन्म वर्ष / Year of Birth : 1991
पुरुष / Male

2365 2997 2748

आधार — सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता जुम्मा मस्जिद जवळ, २०१७, रविवार पेठ, वार्ड, वाई, सातारा, महाराष्ट्र, 412803
Address: Jumma Masjid Javal, 2017, Raviwar Peth, Wai, Wai, Satara, Maharashtra, 412803

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947, Bengaluru-560 001

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०३०३ २६ २८

२०२४



158/4303

गुरुवार, 20 जून 2024 5:54 म.नं.

दस्त गोषवारा भाग-1

अगग1

20/20

दस्त क्रमांक: 4303/2024

दस्त क्रमांक: अगग1 /4303/2024

बाजार मूल्य: रु. 1,83,18,000/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.1,83,200/-

दु. नि. सह. दु. नि. अगग1 यांचे कार्यालयात

अ. क्रं. 4303 वर दि. 20-06-2024

रोजी 5:53 म.नं. वा. हजर केला.

पावती: 6047

पावती दिनांक: 20/06/2024

सादरकरणाचे नाव: मे.सहकार जेव्ही तर्फे लीड बिझर मे.एल्लोरा
कन्स्ट्रक्शन प्रा.लि.तर्फे सलीम अहेमद खान मोहम्मद बिस्मिल्ला -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 560.00

पृष्ठांची संख्या: 28

दस्त हजर करणाऱ्याची सही:

एकुण: 30560.00

Sub Registrar Aurangabad I

Sub Registrar Aurangabad I

दस्ताचा प्रकार: वर्क कॉन्ट्रॅक्ट

मुद्रांक शुल्क: (ब) ते दहा लाख रूपयांपेक्षा अधिक असेल तर

शिक्का क्रं. 1 20 / 06 / 2024 05 : 53 : 08 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 20 / 06 / 2024 05 : 53 : 51 PM ची वेळ: (फी)



दस्त गोथवारा भाग-2

अगग1

दस्ता क्रमांक:4303/2024

20/06/2024 5 55:52 PM

दस्ता क्रमांक :अगग1/4303/2024

दस्ताचा प्रकार :-वर्क कॉन्ट्रॅक्ट

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:म्युनिसिपल कार्पोरेशन छत्रपती संभाजीनगर तर्फे अपर्णा कृष्णकुमार थेटे (सेडमकर) - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: सुत गिरणी चौक गारखेडा,छत्रपती संभाजीनगर, महाराष्ट्र, औरंगाबाद. पिन नंबर:AHIPT6688C	लिहून देणार वय :-46 स्वाक्षरी:-		
2	नाव:मे.सहकार जेव्ही तर्फे लीड बिझर मे.एल्लोरा कन्स्ट्रक्शन प्रा.लि.तर्फे सलीम अहेमद खान मोहम्मद बिस्मिल्ला - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: सिडको,इकबाल नगर,आजाद चौक,औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन नंबर:ANFPK4577Q	लिहून घेणार वय :-61 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तपाकथीत वर्क कॉन्ट्रॅक्ट चा दस्ता ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:20 / 06 / 2024 05 : 54 : 50 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:फैजान अशफाक शेख - वय:31 पत्ता:रशीदपुरा,औरंगाबाद पिन कोड:431001		
2	नाव:रियाज अहेमद खान मोहम्मद बिस्मिल्ला खान - - वय:38 पत्ता:मोलाना आझाद चौक औरंगाबाद पिन कोड:431001		

शिक्का क्र.4 ची वेळ:20 / 06 / 2024 05 : 55 : 24 PM

Sub Registrar Aurangabad I

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MS SAHAKAR JV THR ITS LEAD BIDDER MS ELLORA CONSTRUCTION PVT LTD	eChallan	69103332024062017984	MH003876303202425E	183200.00	SD	0002129819202425	20/06/2024
2		DHC		0624209015281	560	RF	0624209015281D	20/06/2024
3	MS SAHAKAR JV THR ITS LEAD BIDDER MS ELLORA CONSTRUCTION PVT LTD	eChallan		MH003876303202425E	30000	RF	0002129819202425	20/06/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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नंबरी नोंदला दिनांक 20/06/2024
प्रमाणित करण्यात येते की, या
दस्तामध्ये एकुण २८ पाने आहेत

सह. दुय्यम निबंधक वर्ग-२
औरंगाबाद क्रमांक.-१