

Axis Bank Ltd., 1262/B,
Sterling Plaza, Opp. Sai
Service Station, Deccan
Gymkhana, Pune - 411004.
D-5/STP(V)/C.R.1044/09/09/
921-924/09



NAME: B. G. Shirke Construction
ADDRESS: Mundhwa, Pune
THROUGH: 2815, 2816, 4217
SIGNATURE: [Signature]
STAMP NO: 125445/10292

Axis Bank Ltd.
[Signature]
Authorised Signatory

Agreement

THIS AGREEMENT made the 5th day of June 2010, between The City Engineer, Pimpri Chinchwad Municipal Corporation, Pimpri, Pune - 411018, (hereinafter "The Employer"), of the one part, and Mr. J. S. Jadhav, Chief Executive (Power of Attorney) of M/s. B. G. Shirke Construction Technology Pvt. Ltd – M/s. Vijay M. Mistry Construction Pvt. Ltd. (JV), Pune Address 72-76, Mundhwa, Pune – 411036 (hereinafter "The Contractor"), of the other part:

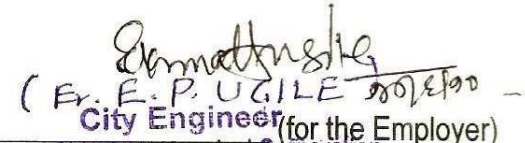
WHEREAS the Employer desires that the works known as Design and Construction of Flyover & ROB at Nashik Phata on old Mumbai Pune NH-4 including Bridge on River Pawana, IFB No.: 12 / 2009-10 should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of there Works and the remedying of any defects therein,

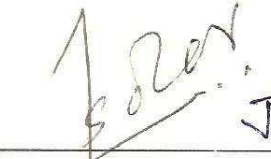
The Employer and the Contractor agree as follows:


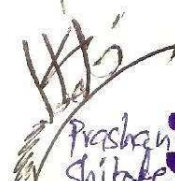
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.


2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
- The Contract Agreement
 - The Letter of Acceptance
 - The Letter of Tender
 - The Particular Conditions
 - The General Conditions;
 - Employers Requirements
 - Schedules and
 - The Contractor Proposal and any other documents forming part of Contract.
3. In Consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by _____
(E. P. UGILE) 
City Engineer (for the Employer)
Pimpri Chinchwad Municipal Corporation
Pimpri - 18..
14.6.10

Signed by _____

J. S. JADHAV (for the Contractor)


Tanaji Khade

Prashant Shitake
कार्यालया अवस्थितीत महानगरपालिकाची
बाबतच्या कामांमध्ये प्रवेशी जावे वरि
वर्क म्हणून कामां लावा वहावा वेळ
वाढी.


Jitendra Nengware