

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 226
 ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ಮಂಜುನಾಥ ಭಂಡಾರಿ
 (ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳ ಕ್ಷೇತ್ರ)
 ಉತ್ತರಿಸುವ ದಿನಾಂಕ : 06.07.2023
 ಉತ್ತರಿಸುವ ಸಚಿವರು : ಮಾನ್ಯ ಉಪ ಮುಖ್ಯಮಂತ್ರಿಗಳು

ಕ್ರ.ಸಂ.	ಪ್ರಶ್ನೆ	ಉತ್ತರ																		
ಅ)	ಶಿವಮೊಗ್ಗ ಜಿಲ್ಲೆಯ ತುಂಗಾ ನದಿಯಿಂದ ಶಿವಮೊಗ್ಗ ಗ್ರಾಮಾಂತರ ಪ್ರದೇಶದ 29 ಕೆರೆಗಳಿಗೆ ನೀರು ತುಂಬಿಸುವ ಏತ ನೀರಾವರಿ ಯೋಜನೆಯ ಯೋಜನಾ ಅಂದಾಜು ಮೊತ್ತವೆಷ್ಟು; ಇದನ್ನು ಎಷ್ಟು ಬಾರಿ ಪರಿಷ್ಕರಿಸಲಾಗಿದೆ; ಪ್ರಸ್ತುತ ಈ ಯೋಜನೆಯ ಪರಿಷ್ಕೃತ ಯೋಜನಾ ಅಂದಾಜು ಮೊತ್ತವೆಷ್ಟು; (ಪರಿಷ್ಕರಣೆಗೆ ಕಾರಣವಾದ ಅಂಶಗಳ ಕುರಿತ ಕಡತದ ಪ್ರತಿ ಹಾಗೂ ಟಿಪ್ಪಣಿ ಪ್ರತಿಯೊಂದಿಗೆ ಸಂಪೂರ್ಣ ಮಾಹಿತಿ ನೀಡುವುದು)	<p>ಶಿವಮೊಗ್ಗ ತಾಲ್ಲೂಕು ಹರಕೆರೆ ಗ್ರಾಮದ ಬಳಿ ತುಂಗಾ ನದಿಯಿಂದ ಏತ ನೀರಾವರಿ ಮೂಲಕ ನೀರನ್ನು ಎತ್ತಿ ಶಿವಮೊಗ್ಗ ತಾಲ್ಲೂಕಿನ 03 ಕೆರೆಗಳಾದ ಹಾಯ್‌ಹೊಳೆ, ಬಾರೇಹಳ್ಳ ಹಾಗೂ ಗೌಡನಕೆರೆ ಅಡಿ ಅಚ್ಚುಕಟ್ಟಿಗೆ ನೀರಿನ ಸೌಲಭ್ಯ ಹಾಗೂ ಗೌಡನಕೆರೆ ಮತ್ತು ಸವಳಂಗ ಕೆರೆ ನಡುವೆ ಬರುವ 29 ಕೆರೆಗಳನ್ನು (ಒಟ್ಟು 32 ಕೆರೆಗಳು) ತುಂಬಿಸುವ ರೂ. 71.33 ಕೋಟಿ ಮೊತ್ತದ ತುಂಗಾ ಏತ ನೀರಾವರಿ ಕಾಮಗಾರಿಗೆ ಸರ್ಕಾರದ ಆದೇಶ ದಿನಾಂಕ: 21.08.2012 ರಲ್ಲಿ (1988-89ರ ದರಪಟ್ಟಿ) ಆಡಳಿತಾತ್ಮಕ ಅನುಮೋದನೆ ನೀಡಲಾಗಿರುತ್ತದೆ.</p> <p>ಸದರಿ ಯೋಜನೆಯು 2018ರಲ್ಲಿ ಪೂರ್ಣಗೊಂಡಿದ್ದು, ಪ್ರಸ್ತುತ ಯೋಜನೆಯ ನಿರ್ವಹಣಾ ಹಂತದಲ್ಲಿರುತ್ತದೆ.</p> <p>ಸದರಿ ಯೋಜನೆಯ ಪರಿಷ್ಕೃತ ಅಂದಾಜು ಪಟ್ಟಿ ತಯಾರಿಸಿರುವುದಿಲ್ಲ.</p>																		
ಆ)	ಸಮಗ್ರ ಯೋಜನಾ ವರದಿಯಲ್ಲಿರುವ ಮೊತ್ತಕ್ಕೆ ಪ್ರತಿಯಾಗಿ ಯೋಜನಾ ವೆಚ್ಚವನ್ನು ಶೇ.25.07 ರಷ್ಟು ಪ್ರಮಾಣದಲ್ಲಿ ಹೆಚ್ಚಿಸಲು ಕಾರಣವಾದ ಅಂಶಗಳು ಯಾವುವು; ಕರ್ನಾಟಕ ಪಾರದರ್ಶಕ ಕಾಯ್ದೆಯ ಯಾವ ಪ್ರಕರಣಗಳಡಿ ಹೆಚ್ಚಿಸಲಾಗಿದೆ; (ಈ ಕುರಿತ ಮಾಹಿತಿಯನ್ನು ಕಡತದ ಟಿಪ್ಪಣಿ ಪ್ರತಿಯೊಂದಿಗೆ ಒದಗಿಸುವುದು)	<p>ತುಂಗಾ ಏತ ನೀರಾವರಿ ಯೋಜನೆಯ ಗುತ್ತಿಗೆ ಮೊತ್ತ ರೂ. 88.10 ಕೋಟಿಗಳಾಗಿದ್ದು, ಯೋಜನೆ ನಿರ್ಮಾಣ ವೆಚ್ಚ ರೂ. 101.71 ಕೋಟಿಗಳಾಗಿರುತ್ತದೆ. ವಿವರ ಈ ಕೆಳಗಿನಂತಿದೆ.</p> <p align="right">(ರೂ. ಕೋಟಿಗಳಲ್ಲಿ)</p> <table border="1"> <thead> <tr> <th>ಕ್ರ.ಸಂ.</th> <th>ವಿವರ</th> <th>ಮೊತ್ತ</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>ಕಾಮಗಾರಿ ವೆಚ್ಚ</td> <td>88.08</td> </tr> <tr> <td>02</td> <td>ಇಎಫ್‌ಬಿ</td> <td>1.58</td> </tr> <tr> <td>03</td> <td>ಬೆಲೆ ಹೊಂದಾಣಿಕೆ ಮೊತ್ತ (Price adjustment as per agreement)</td> <td>1.88</td> </tr> <tr> <td>04</td> <td>ಶಾಸನಬದ್ಧ ಪಾವತಿಗಳು (Deposit to words NH, MESCOM, BSNL, Crop compensation and MESCOM BILL)</td> <td>10.17</td> </tr> <tr> <td></td> <td align="right">ಒಟ್ಟು</td> <td>101.71</td> </tr> </tbody> </table>	ಕ್ರ.ಸಂ.	ವಿವರ	ಮೊತ್ತ	01	ಕಾಮಗಾರಿ ವೆಚ್ಚ	88.08	02	ಇಎಫ್‌ಬಿ	1.58	03	ಬೆಲೆ ಹೊಂದಾಣಿಕೆ ಮೊತ್ತ (Price adjustment as per agreement)	1.88	04	ಶಾಸನಬದ್ಧ ಪಾವತಿಗಳು (Deposit to words NH, MESCOM, BSNL, Crop compensation and MESCOM BILL)	10.17		ಒಟ್ಟು	101.71
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ಇ)	ಈ ಯೋಜನೆಯನ್ನು ಗುತ್ತಿಗೆ ಪಡೆದಿರುವ ಸಂಸ್ಥೆ ಯಾವುದು; ಈ ಸಂಸ್ಥೆಯು ಈ ಹಿಂದೆ ಇದೇ ಸ್ವರೂಪದ ಕಾರ್ಯನಿರ್ವಹಿಸಿದ ಕುರಿತು ದಾಖಲೆ ಪಡೆಯಲಾಗಿದೆಯೇ; (ಕಡತದ ಟಿಪ್ಪಣಿ ಪ್ರತಿಯೊಂದಿಗೆ ಮಾಹಿತಿ ಒದಗಿಸುವುದು)	<p>ತುಂಗಾ ಏತ ನೀರಾವರಿ ಯೋಜನೆ ಕಾಮಗಾರಿಯನ್ನು ಮೆ ಅಮೃತ ಕನ್‌ಸ್ಟ್ರಕ್ಷನ್ ಕಂಪನಿ ಪ್ರೈ. ಲಿಮಿಟೆಡ್ ಮತ್ತು ಕಿಲೋಸ್ಟರ್ ಬ್ರದರ್ಸ್ ಲಿಮಿಟೆಡ್ (ಜಿ.ವಿ), ಬೆಂಗಳೂರು ಇವರಿಗೆ ವಹಿಸಲಾಗಿತ್ತು. ಸದರಿ ಗುತ್ತಿಗೆದಾರರಿಂದ ಇದೇ ಸ್ವರೂಪದ ಕಾರ್ಯನಿರ್ವಹಿಸಿದ ಕುರಿತು ಪಡೆದ ದಾಖಲೆ (Similar Nature of workdone) ಯನ್ನು ಅನುಬಂಧ-1ರಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.</p>																		

ಕ್ರ.ಸಂ.	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಈ)	ಈ ಯೋಜನೆಯಲ್ಲಿ ಸಾಮಗ್ರಿ ಪೂರೈಕೆ ಸಂಸ್ಥೆಯೊಂದಿಗೆ ಮಾಡಿಕೊಂಡ ಕರಾರಿನಲ್ಲಿ ಛಾಪಾ ಕಾಗದದ ದಿನಾಂಕಕ್ಕಿಂತ ಹಳೆಯ ದಿನಾಂಕವನ್ನು ನಮೂದಿಸಲಾಗಿರುವುದರಿಂದ ಈ ಯೋಜನೆಯಲ್ಲಿ ಅವ್ಯವಹಾರವಾಗಿರುವ ಶಂಕೆ ಮೂಡುತ್ತಿದ್ದು ಈ ಬಗ್ಗೆ ಸರ್ಕಾರ ಏನು ಕ್ರಮ ಕೈಗೊಂಡಿದೆ; ಈ ಬಗ್ಗೆ ತನಿಖೆ ನಡೆಸಲಾಗುವುದೇ; (ದಾಖಲೆಯೊಂದಿಗೆ ಸಂಪೂರ್ಣ ಮಾಹಿತಿ ನೀಡುವುದು)	ಸದರಿ ಯೋಜನೆಯಲ್ಲಿ ಸಾಮಗ್ರಿ ಪೂರೈಕೆಗಾಗಿ, ಕಿರ್ಲೋಸ್ಕರ್ ಬ್ರದರ್ಸ್ ಲಿಮಿಟೆಡ್ ಇವರೊಂದಿಗೆ ಮೆ ಅಮೃತ ಕನ್ಸ್ಟ್ರಕ್ಷನ್ ಕಂಪನಿ ಪ್ರೈ. ಇವರು ಮಾಡಿಕೊಂಡ ಕರಾರಿನಲ್ಲಿ ಛಾಪಾ ಕಾಗದದ ದಿನಾಂಕ:10.01.2013 ಆಗಿದ್ದು, ದಿನಾಂಕ: 17.01.2013ರಲ್ಲಿ ಕರಾರು ಮಾಡಿಕೊಳ್ಳಲಾಗಿದೆ. ಕರಾರಿನ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-2ರಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.
ಉ)	ಈ ಯೋಜನೆಯಲ್ಲಿ ಗುತ್ತಿಗೆ ಪಡೆದ ಸಂಸ್ಥೆಗೆ ಈವರೆಗೆ ಪಾವತಿಸಲಾದ ಮೊತ್ತವೆಷ್ಟು; ಪಾವತಿಸಲು ಬಾಕಿಯಿರುವ ಮೊತ್ತವೆಷ್ಟು? (ಹಂತವಾರು ಮಾಹಿತಿ ನೀಡುವುದು)	ಸದರಿ ಯೋಜನೆಯ ಗುತ್ತಿಗೆದಾರರಾದ ಮೆ ಅಮೃತ ಕನ್ಸ್ಟ್ರಕ್ಷನ್ ಕಂಪನಿ ಪ್ರೈ. ಲಿಮಿಟೆಡ್ ಮತ್ತು ಕಿರ್ಲೋಸ್ಕರ್ ಬ್ರದರ್ಸ್ ಲಿಮಿಟೆಡ್ (ಜಿ.ವಿ), ಬೆಂಗಳೂರು ಇವರಿಗೆ ರೂ.91.17 ಕೋಟಿ ಮೊತ್ತ ಪಾವತಿಸಲಾಗಿದ್ದು, ಯೋಜನೆಯು ಪೂರ್ಣಗೊಂಡಿರುತ್ತದೆ. ಪ್ರಸ್ತುತ ಕಾಮಗಾರಿಯು ನಿರ್ವಹಣಾ ಹಂತದಲ್ಲಿದ್ದು, ಯಾವುದೇ ಮೊತ್ತ ಪಾವತಿಸಲು ಬಾಕಿ ಇರುವುದಿಲ್ಲ.

ಜಸಂಇ 57 ಎಂಎಲ್‌ಎ 2023


 (ಡಿ.ಕೆ. ಶಿವಕುಮಾರ್)
 ಉಪ ಮುಖ್ಯಮಂತ್ರಿಗಳು.

650008-1



KARNATAKA WATER RESOURCES DEVELOPMENT CORPORATION
(A Government of Karnataka Enterprise)

No. EE/KNNI/SLIS/DIV-2/2nd Lift/R/IV/H/2012-13/ 898

Date 5/7/2012

WORK DONE CERTIFICATE

Name of Work: Design, Supply, Installation, Testing and commissioning of VT Pumps of required Number with equal capacities suitable for parallel operation coupled to HT motors including HT Panel, soft starters, capacitors banks, pump house Electrical works, 66 KV Substation with required capacity of transformer, switchgear, HT metering Equipments, civil works consisting of transition, sump, jack well cum pump house, Delivery chamber 1 No, delivery piping, MS manifold, MS raising main of required No. of rows and diameter, valves with anchor/thrust blocks, CD works, etc.. on

Turnkey basis including supply of spare parts and tools, operation and maintenance of system for 2 years after the date of successful completion of 2nd stage lift works at Right bank of SLIS.

Agreement No.	:	11/2010-11, Dated 13.05.2010.
Amount Put to Tender	:	Rs. 2550.00 Lakhs.
Agreement Value	:	Rs. 3413.75 Lakhs
Value of Work done	:	Rs. 3371.76 Lakhs
Stipulated period of Completion	:	Up to 30.06.2012
Date of Commence of work	:	13.05.2010
Date of Work Completed Physically	:	Testing & Trial Running Completed
Remarks	:	

For AMRUTHA CONSTRUCTIONS PVT. LTD.

(Handwritten Signature)
Managing Director

6

Physical Progress		YEAR WISE WORK DONE		
No	Description	Unit	2010-11	2011-12
1	Construction of Jackwell cum Pump house (17.90 Mx 17.10M) control Room. Intake Canal of 880.00 mtrs. Intake arrangements with Transition Sump for Length of 25 mtrs and Delivery Cistern of 15.00 M X 15.00 M	%	54361183.00	1559720.00
2	Design, Supply, Erection Testing & trial running completed of 3 No's Vertical Turbine Pumps of discharge of 2 Cumecs of each pump and total discharge 6 cumecs to an head of 41.00 mtr for Hadagali Branch Canal as per IS 1710/1972	%	39600000.00	2200000.00
3	Design, Supply, Erection Testing & trial running completed of 1139 KW, 6.6KV Vertical solid shaft Squirrel Cage induction Motors conform to IS 325/1961 of 3 Nos.	%	40167500.00	21100000.00
4	Design, Supply, Erection Testing & trial running completed of 900 mm dia Butterfly Valves with electrical Actuator conform to AWWA/BS standards, and 900 mm dia Dual plate check Valves and 200 dia Double orifice Kinetic Air Valves and 300 dia Sluice valves for Scours Valves for Rising Main	%	23381100.00	
5	Design, Supply, Erection Testing & trial running completed of 16/3 Tonne double girder type Electrically operated Crane.	%	5850000.00	325000.000
6	Design, Supply, Erection Testing & trial running completed of 2000 mm dia Common Manifold with suitable MS flanges, Dismantling Joint, flange adaptors, by pass arrangements to pipeline, MS tapers at the end fabricated out of 20 mm thick as per IS 2062 MS Plates	%	4657500.00	5809800.00

For AMRUTHA CONSTRUCTIONS PVT. LTD.

Amrutha
Managing Director

7	Design and construction of Thrust Blocks, Anchor Blocks, & RCC Valve chambers along the Rising Main & Manifold.	%	500000.00	-
8	Design and Construction of Equipment foundation, cable trenches. 5MVA 66/6.9 KV Transformer, LA SF-6 breakers, GOS, CT, PT etc., for 66/6.6 Kv Sub-Station Yard.	%	22916700.00	918024.00
9	Design, Supply, Erection Testing & trial running completed of 6.6 KV Switch board panels, Motor soft starter panels, capacitor panels, LT Switchboard panels, Remote Control desk, Temperatures Scanner and LT Capacitor etc.	%	2250000.00	-
10	Design, Supply, Laying and Jointing, Testing & trial running completed of 2000 mm dia M.S Rising Main for a length of 1497 mtrs for Rising Main for Hadagli Branch Canal.	%	104576400.00	-
	Price Escalation Amount Rs.		17830060.00	-
	Total Rs.		320590443.00	24086496.00

101 AMRUTHA CONSTRUCTIONS PVT. LTD.


Managing Director


Amount

Rs. 10,00,000/-


Total Rs.

10,00,000/-

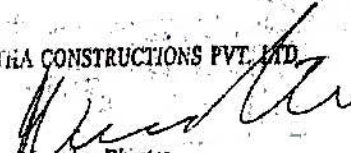
The above mentioned value of the work mentioned is completed in a satisfactory manner. This certificate is issued at the request of M/s. Anurutha Constructions Pvt. Limited, Bangalore.


Executive Engineer
KNNL SLIS Division No-2
Huvinahadagali, Bellary Dist.

"Counter Signed"


Managing Director
Anurutha Constructions Pvt. Ltd.
Bangalore

FOR ANURUTHA CONSTRUCTIONS PVT. LTD.


Managing Director

and 2% ems

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5.0)

WORK COMPLETION CERTIFICATE

Name of Project: Pushakara Lift Irrigation Schemme.
Design, Supply, Insallation, Testing & Commlsioning , Operation and Maintenance of Pumping Machinery, Transformers sub station, Raising main including Construction of pump house and delivery cistern etc, of Pushkara Lift Irrigation Scheme at Km 41.1000 on AGLB near Purshothapatnam Village, Seethanagaram (M) East Godavari district.

Employer: P.A & Superintending Engineer
E.S.L.M.C Circle, TUNI.
Irrigation & CAD Department
Government of Andhra Pradesh

Contract value: Rs. 51, 23, 01,683/-

Name of Contractor: M/s Kirloskar Brothers Ltd.

Agreement/Contract No. : 63/2003-04 Dt. 23.01.04

Date of Commencement: 23-01-2004

Date of Completion of Work as per agreement: 22.07.2005

Actual date of Completion of work: 30.09.2009

The above work has been executed by Kirloskar Brothers Ltd on EPC turnkey basis as per the contract requirement and establishes the performance of the complete scheme and completed the contractual obligations. The performance is satisfactory, since the date of completion subject to finish any outstanding work during the period of maintenance and defect liability period of 3 years i.e from 1.10.2009 as per the agreement condition-4.4-1.

Major component of the scheme is as under

Civil -

- Construction of Concrete Slaking well/pump house having Lateral dimension of 16.945 x 26 Mtrs & depth of sinking of 33 meters below ground level.
- Construction of Substation, Control room, delivery cistern, Approach road and Site development
- Quantity of excavated earth: 5900 cum.
- Vibrated Cement Concrete inclusive of RCC & PCC: 5000 Cum
- Total quantity of reinforced steel : 620 MT
- Other Equipments: 4 Nos. of Stop log gates and Trash racks.

For AMRUTHA CONSTRUCTIONS PVT. LTD.

[Signature]
Managing Director



P.T.O

Piping/ Rising Main -

- 1635 mm dia MS pressure main ; 600 Mtrs
- 1635 mm dia PSC pressure main: 39900 Mtrs.
- Excavation : 250000 Cum
- Sand bedding : 27000 Cum
- Surge protection devices

Mechanical-

- Kirloskar make Vertical Turbine Pump(model -BHR175) of Discharge 4.94 Cumec, at 35.05Mtrs Head, Qty -4no
- 6.6 KV Vertical motors of 3000HP, 490RPM, Qty- 4 Nos.
- Electrically operated butterfly valve (1400mm dia, PN1.0.) - 4 Nos.
- Dual Plate Check valve (1400mm Dia, PN 1.0) - 4 Nos.
- Rubber Expansion Joint (1400mm Dia)- 4 Nos.
- 30Tone EOT Crane - 1No.
- 10/5 Tone Monorail - 1No.
- 1400MM dia delivery pipe 15Mtrs-4no, and 3000mm dia. Manifold with Dished Ends-2no.
- Force water lubrication system
- Sump Model test

Electrical

- 33/6.6 KV Sub Station-1no
- 10MVA Transformers with OLTC and RTCC -2no
- 33KV Outdoor VCB-3no
- 6.6KV HT Panel, FCMA, Capacitor panel, 415V LT panel, 110V Battery and battery Charger, Temperature scanner, Control desk, HT & LT cable, Control cable, Lighting system, Earthing System - 1Lot
- Auxiliary Transformer (100KVA 33/0.433Kv, Dyn11, ONAN)-1 No.

INSTRUMENTATION

- Control desk with annunciation scheme temperature scanner, valve position indicator push buttons, indications etc in PLC Panel with PC.

• Certified that the above works are physically completed and rectification works and defects identified are under progress.

[Handwritten signature]
V.S.L.M.C. Sub-Division
Bapatnagar

[Handwritten signature]
Deputy Exec. Engineer,
I.S.L.M.C. Sub-Division
Seelba Nagar, Sec.

FOR AMRUTHA CONSTRUCTIONS PVT. LTD.

[Handwritten signature]
Managing Director



[Handwritten signature]
EXECUTIVE ENGINEER
INDIRA CABAR L.M.C. DIVISION
RAJAHMUNDRY - 834 101 DESHM

(COUNTER SIGNED)
[Handwritten signature]
SUPERINTENDING ENGINEER
I & S.A.D. Department
INDRAPURAM I.M.C. CHINA

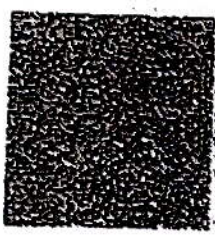


सत्यमेव जयते

**INDIA NON JUDICIAL
Government of Karnataka**

e-Stamp

Certificate No.	: IN-KA22563382181706L
Certificate Issued Date	: 10-Jan-2013 02:54 PM
Account Reference	: SHGIL (FY) ka-shcil/ SRO GANGANAGAR/KA-BN
Unique Doc. Reference	: SUBIN-KAKA-SHGIL12517619891490L
Purchased by	: AMRUTHA CONSTRUCTIONS PVT LTD
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: AMRUTHA CONSTRUCTIONS PVT LTD
Second Party	: KIRLOSKAR BROTHERS LTD PUNE
Stamp Duty Paid By	: AMRUTHA CONSTRUCTIONS PVT LTD
Stamp Duty Amount(Rs.)	: 200
	(Two Hundred only)



(Signature)
Kirloskar Brothers Ltd
Stock Holding Corporation of India Ltd

-----Please write or type below this line-----

JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT By and Between:

Names of Members:

- 1) M/s AMRUTHA CONSTRUCTIONS PRIVATE LTD., a company incorporated under the laws of India and represented by its Managing Director Mr. P. Venkateshwara Rao, (hereinafter referred to as ACPL which expression shall

(Signature)
Managing Director

For AMRUTHA CONSTRUCTIONS PVT LTD

Contd.

(Signature)
Managing Director



mean and include its successors and assigns) having its Registered Office at "No. 384-A, Sindhura Apartment, R.M.V. II Stage, IInd Block, Ashwathnagar, Bangalore-560094, Karnataka of the ONE PART

- 2) M/s KIRLOSKAR BROTHERS LIMITED, a company incorporated under the laws of India and represented by its General Manager Mr. Shahaji Baburao Pathare (hereinafter referred to as KBL which expression shall mean and include its successors and assigns) having its Registered Office at Udyog Bhavan, Tilak Road, Pune - 411002 and Corporate office at "Yamuna" Survey no. 98 3// Baner, Pune -411045 of the OTHER PART

Here in after to be collectively referred to as "The Joint Venture Members"

Whereas the KARNATAKA NEERAVARI NIGAM LIMITED (HEREINAFTER REFERRED to as "PURCHASER" has invited a tender for "Survey, Investigation, Design, Manufacture, Supplying, Installation, Testing and Commissioning of Tunga Lift Irrigation Scheme on the bank of Tunga river near Harakere village, Shivamogga Taluka, Shivamogga District on Turn -Key basis consisting of VT pumps coupled with HT motors of suitable capacity operating in parallel including one stand by pump of equal capacity to run parallel and continuously to meet the design discharge and head, along with necessary delivery pipes, valves, HT panel, soft starter, cabling, earthing EOT crane of suitable capacity manifold, civil works such as intake structures, retaining wall sump / jack well cum pump house, MS rising main, PSC gravity mains with delivery chamber of sufficient storage capacity, including approach road, necessary electrical sub-station / switch-yard, comprising of step down transformer HT switch gear, HT metering equipments, control and relay panel, HT cabling, earthing with suitable arrangements to receive and bringing KPTCL power supply, on lump sum turn- -key basis." (HEREINAFTER REFERRED TO AS THE "PROJECT WORK")

WHEREAS THE JOINT VENTURE MEMBERS desire by means of this agreement to establish and define their respective rights and obligations in their collaboration on the PROJECT WORK

NOW THEREFORE, in consideration of the premises and undertaking herein contained, it is HEREBY AGREED as follows:

1.0 DEFINITIONS

In the text of this agreement, the meanings of the following works shall be as herein below defined.

Contd...3



For AMRUTHA CONSTRUCTIONS PVT. LTD.

[Signature]
Managing Director

"JOINT VENTURE MEMBER(s) : Shall mean ACPL & KBL

"JOINT VENTURE" : Shall mean the temporary collaboration of all Members relating to the PROJECT WORK as defined in this Agreement.

"CONTRACT" : Shall mean the agreement entered between the PURCHASER and THE JOINT VENTURE.

PROJECT WORK : Shall mean the particular part or parts of the PROJECT WORK for which an individual Member is to be respectively responsible and liable as more particularly described in Article 7 of this Agreement

2.0 OBJECTIVE :

The objective of this Agreement is to define the rules which shall govern the relationship between the JOINT VENTURE MEMBERS prior to Signature and during the performance of the contract for satisfactory execution of the PROJECT WORK on single responsibility basis.

3.0 NATURE OF THE JOINT VENTURE :

The legal status of the Joint Venture is that of a temporary collaboration of the MEMBERS. While all the MEMBERS accept joint and several responsibility and liability among themselves and to the PURCHASER for the PROJECT WORK, such joint and several liability shall not extend to other parties. The Joint Venture shall not constitute a separate legal entity nor Membership and each JOINT VENTURE MEMBER shall bear as to the other JOINT VENTURE MEMBERS and as to other third parties the individual responsibilities and liabilities by this Agreement and their respective agreements with other third parties.

4.0 EXCLUSIVITY :

During the term of this Agreement, all the MEMBERS shall fully co-operate with each other on an exclusive basis with respect to the PROJECT WORK. No MEMBER shall submit to the PURCHASER, directly or indirectly, separately or in combination with others, any proposal related to the PROJECT WORK, nor agree to participate directly or indirectly, separately or in combination with others, in the execution of the PROJECT WORK otherwise than in accordance with this Agreement.

5.0 OBLIGATION OF EACH JOINT VENTURE MEMBER :

Each Member shall be jointly and severally responsible and liable towards each other and to the PURCHASER for the execution of the PROJECT WORK in accordance with the provisions of the overall Agreement and this Agreement.

Contd...4



For AMRUTHA CONSTRUCTIONS PVT. LTD.

[Handwritten Signature]
Managing Director

NOT WITHSTANDING the forgoing, each MEMBER shall be responsible for the execution of its Scope of Work as defined in Article 7. In executing its Scope of Work each MEMBER shall owe a duty to the other MEMBERS so as to ensure that all the plant, material and equipment used or provided by it is in conformity with the CONTRACT and that all the tasks undertaken by that JOINT VENTURE MEMBER is executed in a good and workmanlike manner.

6.0 LEADERSHIP :

ACPL shall act as a Leader and/or Chief Co-coordinator for the execution of the joint Venture PROJECT WORK. As such, it shall act as co-coordinator of the MEMBERS combined activities. ACPL Shall carry out the functions as defined in the Article...

- Leader (ACPL) is authorized to sign the bid on behalf of Joint Venture.
- Prepare and submit the tender on the basis of the individual tenders of all Members.
- Convene the co-coordinating committee from time to time. Prepare the agenda for the meetings and execute decisions taken by all the MEMBERS.
- Assume the administrative, commercial and technical coordination of the project.
- Prepare in consultation with all the Members the overall schedule of Completion of the PROJECT WORK on the basis of the individual schedule supplied by each MEMBER, keep such overall schedule up to date and keep all the MEMBERS informed of scheduled revisions.
- Conduct all discussion of any kind with the PURCHASER, with the assistance, when needed of the MEMBERS.
- Act as the Channel of Communication between the PURCHASER and the MEMBER receiving and retransmitting all correspondence and communications of any sort between the PURCHASER and the Joint venture Members.

7.0 TECHNICAL RESPONSIBILITIES AND SCOPE OF WORK:

TECHNICAL RESPONSIBILITIES AND SCOPE OF WORK OF EACH MEMBER OF THE JOINT VENTURE

- 1) The responsibilities of the Members ACPL are as under
 - a) Survey, Investigation & Design of the Tunga LIS scheme.
 - b) Prepare and Submission of land acquisition Proposals.



Contd...5

For AMRUTHA CONSTRUCTIONS PVT. LTD.

(22)

- c) Construction & Commissioning of Civil Works Such as Intake structures, Retaining wall, Sump/Jackwell cum pump House, Delivery chamber, Approach Road, Equipment foundation & Substation work.
- d) Construction and Commissioning of MS Rising Main, PSC gravity Main with civil structures, Surge protection system.
- e) Transmission line.
- f) O&M works for all the above mentioned systems for two yrs.
- g) Any other work not in the scope of KBI, but required for completion of the project.

2) The responsibilities of the KBI are as under:

- a) Design, Manufacturer, Supply, Erection & Commissioning of Electromechanical work and 110Kv Substation work.
- b) O&M works for the works mentioned in a for two yrs.

8.0 DEFAULT:

In the event of the material default by a MEMBER in the discharge of its obligation under the CONTRACT with respect to which it fails to take reasonable corrective measures within thirty days of notice thereof by another MEMBER, THE OTHER MEMBERS may give written notice to take over the scope of work of the defaulting joint venture member and may assign it to another company after the approval of the PURCHASER and without affecting the completion schedule of the PROJECT WORK.

9.0 CONFIDENTIALITY:

9.1 The MEMBERS agree not to disclose to any third party the existence or provisions of the Agreement without the consent in writing of the other MEMBERS.

9.2 All plants, drawings and information of any kind disclosed in connection with this agreement or the PROJECT WORK shall be considered confidential visa-a-vis any third party and may not be used for any purpose other than for the execution of his agreement. All such documents communicated to the other member shall remain the property of the member communicating the same.

10.0 TERMS:

This agreement shall be effective as of the date hereof and shall terminate when all contractual obligations have been entirely discharged by the JOINT VENTURE MEMBERS and all accounts differences and disputes amount the JOINT VENTURE MEMBERS or with the PURCHASER have been definitely settled.

Contd...6



For AMRUTHA CONSTRUCTIONS PVT. LTD.

[Handwritten Signature]
Managing Director

11.0 AMMENDMENTS:

This agreement shall not be amended or modified in any way other than by agreement in writing executed by all JOINT VENTURE MEMBERS and approved by the PURCHASER.

12.0 GOVERNING LAW AND JURISDICTION:

This agreement shall in all respects be subject to and construed and interpreted in accordance with the laws in force in India except any portion of such laws, which would operate to exclude the applicability of Indian law. The Courts at Bangalore shall have jurisdiction.

EXECUTED on this 17/01/2013 by the duly authorized representatives of the parties here to:

For Amrutha Construction Pvt. Ltd.

For Kirloskar Brothers Limited

[Handwritten Signature]

P. V. Rao
Managing Director

[Handwritten Signature]

Shahaji Pathare
General Manager - Marketing



Witness

- 1) *[Handwritten Signature]*
- 2) S.G. Deshpande (S.G. Deshpande)

- 1) Girish Palapudkar *[Handwritten Signature]*
- 2) Abhishek Gulalkari *[Handwritten Signature]*

For AMRUTHA CONSTRUCTIONS PVT. LTD.

[Handwritten Signature]
Managing Director