



తెలంగాణ తెలంగాణ TELANGANA

S.No. 9376 Date 15/4/2023 Rs. 100/-
Sold to Sam Reddy Rakesh Reddy
S/o, W/o S. Bal Reddy
For Whom Challa Infra Projects Pvt Ltd, Hyderabad

K. RAMESH

LICENCED STAMP VENDOR

L.No: 15-27-053/2011, R.L.No.15-07-001/2023
Plot No.37, H.No.2-1-111/3, Padmavathi Nagar Colony,
Nagole, Uppal (M), M.M. Dist-500 069. Cell: 9292105334

15/4/2023
AX 355142

AGREEMENT

(Ref. No.Contract Agreement No-TSMDC/ Tadicharla -1 Block-1 (V)/
Malhar Rao (M)/Jayashankar Bhupalpally Dist.,/Sand/S&M/2023)

This Agreement made and entered into on this day of 17th, April, 2023 between Telangana State Mineral Development Corporation Limited, a Company Registered under Companies Act, 2013 and having its Registered Office at Rear Block, 3rd Floor, HMWSSB Premises, Khairtabad, Hyderabad - 500 004, represented by its General Manager (S&M) Smt. B.V.Prashanti, hereinafter referred to as " TSMDC " and authorized vide TSMDC-SM/DSLT/29/2022-SM, note file No.1 to 40 n.f. (which expression shall, unless excluded or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns).



For Challa Infra Projects Pvt. Ltd.

Director

AND

M/s. Challa Infra Projects Private Limited, a Company Registered under Companies Act, 1956 dealing with Mining business and having its place of business at H.No.#5-9-22/3, Flat No.401, Sri Venkateswara Pride Apts, Adarash Nagar, Hyderabad, 500063, in the State of Telangana, represented by its Director, Samreddy Rakesh Reddy hereinafter referred to as “ **CONTRACTOR** ” (which expression shall, unless excluded or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns).

WHEREAS, TSMDC has accepted the tender submitted by the CONTRACTOR, who quoted Rs. **72.76** per **MT** of sand and who emerged as successful Bidder as per the lots drawn out of **Twenty One (21)** bidders quoted the same rate for de-siltation of sand from Tadicherla Block-1 Block-1 Sand reach 10,10,425.60 MT from Check dams on Manair River at Tadicherla-1 Village of Malhar Rao Mandal of Jayashankar Bhupalpally District and transport the same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard at Tadicherla-1 Village of Malgar Rao Mandal of Jayashankar Bhupalpally District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC/GM(S&M)/DES/JB/Tadicherla-1 Block-1/2022/810, dt. 06.12.2022, for execution of Agreement for de-siltation of sand from Tadicherla-1 Block-1 Village of Malhar Rao Mandal of Jayashankar Bhupalpally District and transport the same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of the same sand into the Lorries at Stockyard at upstream of Check dam on Manair River at Tadicherla-1 Block-1 Village of Malhar Rao Mandal of Jayashankar Bhupalpally District of Telangana State for a period of **Eighteen (18)** months from the date of agreement of this contract.



For Challa Infra Projects Pvt. Ltd.

Director

AND

WHEREAS in terms of the Tender Document, the Contractor submitted Demand Draft bearing No.892330 dt. 07.07.2022 for Rs.9,80,113/- drawn on Bank of Baroda, Boinpally, Secunderabad Branch of Telangana State in favor of Telangana State Mineral Development Corporation Limited towards Earnest Money Deposit.

AND

WHEREAS as per the Tender conditions, the Contractor is required to remit 1.5% of the Bided amount (quoted rate of Rs.72.76 X quantity of 10,10,425.60 MT = 7,35,18,566.66/-) Rs.**11,02,779/-** towards the Security Deposit and an Additional Performance Security Deposit of Rs.**97,91,024/-** (10,10,425[Estimated Quantity] X Rs.82.45/- – Rs.72.76/- [Price quoted by the Contractor]). Accordingly, the Contractor submitted Bank Guarantee Documents is issued by Union Bank of India, Somajiguda Branch, bearing the Bank Guarantee No. **05341IGL0002623** Dt. 01.03.2023 for Rs. **1,08,93,803 (PSD+APSD)** (Rupees One Crore Eight Lakhs Ninety Three Thousand Eight Hundred and Three only) towards the Performance Security Deposit and Additional Security Deposit covering the Bank Guarantee Period from **01.03.2023 to 31.08.2024** and as mentioned above. (**Confirmation received on 09.03.2023**). The Contractor shall not be entitled to claim interest on EMD. Further 7 1/2 % of the bill amount will be deducted from running bills towards Security Deposit and after successful completion of the contract the 5% will be paid to contractor along with final payment and remaining 2 1/2 along with EMD will be paid after successful hand over of the stockyard in original shape.



For Challa Infra Projects Pvt. Ltd.

[Signature]
Director

NOW THIS AGREEMENT WITNESS AS FOLLOWS :

1. The words and expressions mentioned in the agreement shall have the same meaning as are respectively assigned to them in the conditions of contract / tender document.
2. The following documents issued for the above work shall be deemed to form part and parcel of this agreement and the same may be read and construed as part of this agreement viz.
 - a) Conditions of Contract,
 - b) Contractor's Bid,
 - c) Priced bill of Quantities,
 - d) Letter of Intent or work order,
 - e) Agreement,

All terms & conditions, all clauses of tender document and all other conditions as mentioned in the above documents have been agreed to by the parties and the same are binding on both the parties.

3. Conditions of contract:

i) Scope of the Work: The Contractor shall de-silt sand 10,10,425.60 MT from Tadicheral-1 Block-1 Sand Reach from Check dam on Manair River at Tadicherla-1 Village, Malhar Rao Mandal, Jayashankar Bhupalpally District and transport the same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard at Tadicherla-1 Village of Malhar Rao Mandal of Jayashankar Bhupalpally District . The contractor shall extract the sand within the assigned Geo-coordinates as specified in the tender document. The Contractor shall not encroach upon in adjacent areas other than assigned areas. If specified geo-coordinates are violated by the contractor / bidder his agreement will be cancelled without any notice, and the penalty will be levied as deemed fit by the TSMDC.



For Challa Infra Projects Pvt. Ltd.

Director

ii) Bill of Quantities: The contractor shall submit Bill of quantities which shall contain the quantum of sand desilted by him and multiplied by the bid amount which is inclusive of all taxes. The Contractor is paid for the quantity of the work done at the rate specified in the Bill of Quantities for each item, and the payment shall be paid to him after sale of sand desilted by him after verification of online quantity sold by the TSMDC.

iii) Payments: The Payments will be released through Account Payee Cheque / RTGS only. The amount payable to the Contractor shall be as per rates quoted by him / them and shall be finalized by TSMDC, based on transit pass (in MT/CBM), which shall be issued at Stockyard on sand dispatches made by TSMDC. Payments shall be adjusted for deductions for advance payments, retention other recoveries in terms of contract & taxes (i.e., Service Tax/GST, Income Tax and all Taxes/Non taxes related to sand mining) to be deducted at source [TDS] as per applicable law. The TSMDC shall pay the Contractor the amounts certified by the Project Officer concerned TSMDC SSMMS. Items of the Works for which no rate or price has been entered in, shall not be paid by the TSMDC and shall be deemed to have been covered by other rates and prices in the Contract.

The Contractor is liable to pay all the taxes at the existing rates and also the taxes levied by Central / State Government from time to time (i.e., Service Tax/GST, Income Tax and all taxes/ Non taxes related to sand mining which are included in the rate).

iv) Period of Contract: This Contract is valid for a period of **Eighteen (18)** months from the date of this Agreement.



For Challa Infra Projects Pvt. Ltd.

 Director

v) Safety, Sanitary and Medical Requirements

- a. The contractor and his / their employees shall promptly comply with the safety, sanitary and medical requirements as stated therein prescribed by law, or as may, from time to time be prescribed by the Project Officer to the need that proper work shall be done and that the safety and health of the employees and of the local communicates may be safeguarded by the Contractor. In case such regulations and orders are not observed by the contractor, they may be enforced by the VC&MD / Project Officer at the contractor's expenses the same may be recovered from his payable amount by TSMDC.
- b. The contractor shall issue Identity Card / Gate Passes to all his / their employees (having their photographs). Further, the drivers, once deployed on Heavy Earth Moving Machinery will not be changed without prior permission. Only those drivers shall be allowed who have valid driving license.
- c. The contractor shall be responsible for imparting required Vocational Training and the contractor shall be responsible for the safety of his / their employees in all phases of work and shall provide and enforce the use of such safeguards, safety boots, shine guards, gloves, respirator, safety belts, helmets, goggles and other safety devices as may be required by the regulations for the time being in force. The contractor shall promptly report serious accidents to any of his / their employees to the VC&MD / Project Officer and shall make himself arrangements to render all possible assistance to such employees.



For Challa Infra Projects Pvt. Ltd.


Director

- d. All portions of the work shall be maintained in a neat, clean and sanitary condition at all times. Toilet facilities shall be provided by the contractor for use of employees on the work.
- e. First Aid facilities and supplies as required by the Regulations for the time being in force shall be kept at the workplace.
- f. All Equipments deployed for the work should have first aid, safety belts, proper lighting front and audio-visual alarm. In addition, reversing of heavy earth moving machinery equipments must be done with one man for signaling. Further, their fitness shall be checked periodically and if found defective, they will be withdrawn immediately. All employees deployed for operation and maintenance of heavy earth moving machinery and other machinery shall be trained as required under Motor Vehicle Transport Rules and shall possess necessary licenses.
- g. The contractor shall provide staff at his own expense for protecting the property from any loss or damage from whatever causes, until the completion and acceptance of the work. Should any damage occur, the contractor shall repair the same at his own expense to the satisfaction of the TSMDC. The contractor shall be responsible for such policies of his own material, storage areas, store house, equipment yard etc., as may be required. The TSMDC shall not accept responsibility for protection of the contractor's equipments, tools and materials.
- h. The contractor shall provide required CCTV Cameras including entry, exit, loading point, weighment area, to cover total stockyard area with three (3) months backup and one (1) year external hard disk backup. The CCTV surveillance hard disk shall be handed



For Challa Infra Projects Pvt. Ltd.


Director

over to TSMDC every month. The contractor shall provide fencing with barricades at stockyard.

- i. The contractor shall provide Minimum facilities of safe drinking water, Rest area with shade, to the personnel and transporters.

vii) Possession of Excavators & Other Equipment:

The Contractor should have under their possession through ownership or lease, a minimum of following equipment throughout the Contract period :

Hydraulic Excavators (bucket capacity of 0.9 CBM and above	6 Nos.
Mobile Water Sprinklers/tankers	6 Nos.
Tractors or Trippers	30 Nos or 15 Nos

The equipments once deployed for the work shall not be withdrawn without prior permission from concerned Project Officer of TSMDC. The tippers shall have RFID tags which transport sand from desiltation point to stockyard.

viii) Permits / Approvals :

The Contractor shall obtain all necessary licences, permits, approvals, etc., before the commencement of work as required under Telangana State Sand Mining Rules, 2015, for the execution of the work and of anything required to be done to execute the work.

ix) Laying of Roads :

It is the sole responsibility of the Contractor to lay / form required road from stockyard to nearby connectivity road for plying of Lorries /



For Challa Infra Projects Pvt. Ltd.


Director

Vehicles, any incidental expenditure incurred and involved thereon for laying & maintenance of roads shall be borne by the Contractor alone.

x) Stockyard :

The Contractor shall identify the Stockyard within 1 KM from the Submergence area. TSMDC shall obtain the Mineral Dealer License (MDL) and pay the lease rental amount to the concerned Pattadar not exceeding permissible amount per acre per annum for the Stockyard as identified by the Contractor.

xi) Changes in Work

- a. The quantities set out by the TSMDC in the schedule of de-siltation and forming part of the contract are the quantities of sand to be desilted by the contractor in fulfillment of his obligations under the contract.
- b. The TSMDC may, without invalidating the contract and without notice to the contractor's sureties, if any, require the contractor to perform extra items of quantities of work not included in the schedule of quantities and rates, make changes within the general scope of the work covered by the contract or otherwise vary the work. The contractor shall perform such extra items or quantities of work or comply with such changes and variations in the manner and to the extent specified in written orders approved by TSMDC and issued by the VC & MD.
- c. Any extra quantity of work ordered by TSMDC and executed by the contractor for which rates have been provided for in the schedule of quantities and rates and which is performed by the contractor in terms of a change as referred to in sub-clause (12.5) hereof, the contractor within seven (7) days of receipt of such order shall



For Challa Infra Projects Pvt. Ltd.

[Signature]
Director

submit his rate to the VC&MD prior to commencement of such item of work for consideration and sanction by TSMDC. If the contractor shall commence such item of work or incur any expenditure in connection therewith before the rate therefore shall have been determined as herein before mentioned the contractor shall be entitled to be paid in respect of the work carried out or the expenditure incurred by him prior to the date of determination of the rate as aforesaid only on the basis of such rate as may be fixed by TSMDC. If the nature or amount of any change or variation shall be such that in the opinion of the VC&MD the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the VC&MD shall fix such other rate as he may be in the circumstances, consider reasonable and the contractor shall have no claim for any compensation on account of any profit or advantage that might have occurred to him from execution of the work in full and / or without change or variation as aforesaid.

- d. The contractor strictly prohibited from over loading sand against the loading capacity of the vehicle. Any vehicle found with over loading (20) times penalty will levied on the contractor on the sand cost, which was overloaded. If second time any lorry found with over loading the agreement shall be cancelled without any notice.
- e. All Malpractices are prohibited in the sand reach / stockyard any Malpractices noticed in the stockyard leads to imposition of penalty at the discretion of TSMDC, and cancelation of agreement with contractor.
- f. The contractor invariably dispatch daily 4,000 MT and desilt 4,800 MT per day.



For Challa Infra Projects Pvt. Ltd.

 Director]

xii) Escalation Clause : No price escalation**xiii) Force majeure :**

- a. The term Force majeure shall mean, acts of God, War, Civil riots, Fire, Floods, Earthquake, Hurricane, Lockouts, Strikes (not related to the Contractor and its employees) Civil War, Compliance with any statute, directions issued by any Governmental Authorities or regulation of the Government directly affecting this contract.
- b. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.
- c. In case the Force majeure event continues for more than 30 (thirty) days, the Parties will mutually discuss and decide the future course of action.
- d. No Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement to the extent such failure has been caused or contributed to by one or more events of Force majeure.
- e. Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.



For Challa Infra Projects Pvt. Ltd.

 Director

xiv) Failure and Termination

- a. The performance of the Contractor as regards the achievement of the targeted quantity of sand mining will be closely monitored. TSMDC reserves the right to forfeit the Performance Security Deposit in case of desiltation is less than the half of the target (< 50%) quantities of respective month and the agreement is liable to termination without any further notice.
- b. The TSMDC reserves the right to set off all the losses incurred by it against the Security Deposit and running bills, if necessary.
- c. The TSMDC reserves the right to suspend / interrupt / terminate the work at any time due to labour unrest and / or due to unforeseen circumstances when operations are compelled to be stopped and in such cases the contractor will be paid no compensation or damages or idle charges by TSMDC.
- d. The TSMDC authorities shall have the right to terminate the contract on account of any violation of the terms and conditions, breach of terms of the contract and in such event, the contractor shall be responsible for all damages, which accrue due to such termination.
- e. The TSMDC reserves the right to terminate the contract by giving (01) one month notice in writing in the event of any change in the policy in respect of sand mining project from Tadicherla-1 Block-1 Sand reach from upstream of check dam on Manair River at Tadicherla-1 Village of Malhar Rao Mandal of Jayashankar Bhupalpally and transport the same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard at



For Challa Infra Projects Pvt. Ltd.

Director

Tadicherla-1 Blcok-1 Village of Malhar Rao Mandal of Jayashankar Bhupalpally and / or directions issued by the Government and in which case the Contractor shall not be entitled to claim any compensation or damages from TSMDC.

xv) ASSIGNMENT AND SUBLETTING: The assignment and subletting of the contract is not permissible.

xvi) RESOLUTION OF THE DISPUTES : All the quarries, disputes, differences arising under, out of or in connection with the Contract shall be subject to exclusive jurisdiction of the High Court within the local / limits of Hyderabad, Telangana State where this Contract is entered into.

In witness whereof, the parties hereto have signed and executed this Agreement on the day month and year first above written.

for and on behalf of
TSMDC

for and on behalf of
M/s. Challa Infra Projects Private Limited.,

General Manager (S&M)

General Manager
Tamil Nadu State Mineral Development Corporation Ltd.
6-2-915, HMWSSB Premises
Rear Block, 3rd Floor, Khairatabad,
Hyderabad - 500 004, Telangana.

Witnesses

For Challa Infra Projects Pvt. Ltd.
Director

Director

1) *A. Anand*

2) *G. Anand*

30. To accept service of summons notice or writ issued by any court or officer.
 31. In general to do all other acts, deeds, matters and things in or about the premises as may be required.

Specimen signature of **Mr. Samreddy Rakesh Reddy**, Director is as under.

For: **CHALLA INFRA PROJECTS PRIVATE LIMITED**



Director

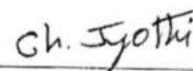
And the Company hereby ratifies and confirms and agrees to ratify and confirm all and whatsoever the Attorney shall lawfully do or cause to be done in or about the premises.

IN WITNESS WHEREOF the common seal of the **M/s Challa Infra Projects Private Limited** has been herein affixed the 20th day of May, 2014.

The Common Seal of The Challa Infra Projects)
 Private Limited is affixed hereto Pursuant to the)
 resolution passes by the Board of Directors at)
 their meeting held On 10th May, 2014 in the)
 presence of Mrs. Challa Manasa Reddy,)
 Managing Director of the Company)
 Countersigned by)
 Mrs. Challa Jyothi Directors of the Company.)




Managing Director



Director




A. SUDERSHAN RAO
 B.Sc., LL.B
 ADVOCATE - NOTARY
 Hanamkonda, Warangal Dist.
 A.P. INDIA

I solemnly affirmed and Signed before me
 on this 20th day of May 2014

For: **Challa Infra Projects Pvt. Ltd.**



Director





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No: 802 Date: 28-01-2014. Rs. 100/-
Sold to : Ch. Manasa Reddy, D/o Dharma Reddy,
R/o Warangal.
For Whom: M/s Challa Infra projects Private Ltd.

B. Shailaja
BF 957287

B. SHAILAJA
LICENSED STAMP VENDOR
No: 21-11-01/2010, R.L. No: 21-11-01/201
Opp: HDFC Bank, Nakkaigutta
Hanamkonda, WARANGAL
Pin: 506 001 Cell: 897838262

Solemnly affirmed and Signed before me
on this 28th day of January, 2014

KNOW ALL YE MEN BY THESE PRESENTS THAT M/s. CHALLA INFRA PROJECTS PRIVATE LIMITED, A COMPANY Incorporated under the Indian Companies Act, 1913 and having its registered office at Sri Venkateshwara Pride Apts, 5-9-22/3/8, Flat No.401, 4th Floor, Adarsh Nagar, Hyderabad - 500 063 (herein after called "the Company") hereby appoint Mr. Samreddy Rakesh Reddy, as Director of the Company at Company's Project Office at Adharsh Nagar in Hyderabad in the State of Andhra Pradesh, who has affixed his signature herein below for the purpose of identification (hereinafter called as "the said attorney") as the Company's Attorney for it and an behalf of it to do and to execute the following acts, matters and things, that is to say;

1. To act, exercise control, management and over all supervision of Company's Factories, Projects, Project Offices and business in the State of Andhra Pradesh.

Contd..2

For CHALLA INFRA PROJECTS PRIVATE LIMITED

Manasa
Managing Director

For : Challa Infra Projects Pvt. Ltd.

Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED

Ch. Syothi
Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED

Director



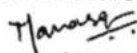
2. To submit, negotiate, tenders and apply for and accept pipeline and other associated contract works and orders and for the purpose to sign tenders including applications for pre-qualification of tenders, agreements, Memorandum of Understanding (MOU) and/or Consortium / Joint Venture Agreements with other parties, contracts, work-orders, final and other measurements and bills and all other documents relating to the acceptance, execution and completion of contracts and works provided the attorney shall sign tenders agreements or contracts etc.
3. To submit application for registration of Class / Contractor in Registrar of Companies, Andhra Pradesh and on behalf of the Company from Company's Project Office at Adharsh Nagar in Hyderabad, Andhra Pradesh.
4. As per authorization, operate Bank Account in the name of the Company or in the name of Joint Venture for the said work as may be necessary and to draw, accept and endorse Cheques, drafts, order for payment or delivery of money, goods or effects bills of lading or other negotiable or commercial instruments in connection with the business of the Company as shall be deemed proper.
5. Subject to the approval from sanctioning authority from the Head Office at Hyderabad, to buy, sell, supply or purchase materials and goods which will be required for the purpose of the execution of such contracts and works as per the policy and procedures laid down by the Company in this regard provided that the attorney shall not contract to sell supply or purchase materials and goods exceeding in the case of any one contract of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) in value.
6. To ask demand, sue for, recover, receive from the Company's constituents such sum or sums as may be found due by them and on receipt thereof to give full and effectual discharge for the same.
7. To oversee the compliance of the following functions entrusted to the Sr. Project Managers, Project Managers and Dy. Project Managers under his controls and to report non-compliance to the management.

For : Challa Infra Projects Pvt. Ltd.

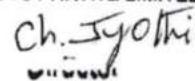

Director

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For CHALLA INFRA PROJECTS PRIVATE LIMITED


Managing Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED


Ch. Jyothi

For CHALLA INFRA PROJECTS PRIVATE LIMITED


Director



- a. To ensure and verify the registration / renewal certificates under the Provident Fund Act / ESIC Act, Contract Labour (Regulation & Abolition) Act and similar legislations applicable to the Contractors / Sub-Contractors before making first and subsequent payments to the Contractors / Sub-Contractors.
 - b. To ensure that the Contractor / Sub-Contractors take suitable insurance policies to cover the risk of their workmen under Workmen Compensation Act and keep it alive during the currency of contract / sub-contract.
 - c. To ensure that the Contractor / Sub-Contractor makes payment towards wages / salaries / dues of their employees and statutory dues viz Provident Fund / ESIC, Bonus, etc. Within the prescribed time limit and also deposits such statutory dues from time to time with the appropriate Government / Authorities etc.
 - d. To ensure proper checks on the activities mentioned above in (a) to (c) and submit monthly compliance status to Head Office at Hyderabad.
8. To institute defend and carry to appeal or final execution all action suits and other legal proceedings touching the business and affairs of the Company and to file suits of other proceeding or issue execution proceedings for recovery of any debt due to the Company. For all or any of the purpose aforesaid, to engage Attorneys, Pleaders, Advocates and sign, declare and solemnly affirm or make plaint, statements, complaints, affidavits and all other documents and papers necessary and do all other matters and things as shall be necessary and expedient.
 9. In accordance with the policy and procedures laid down by the Company in this regard to employ, engage or appoint supervisory, managerial, clerical, engineering or menial staff in a salary (including Dearness Allowance) not exceeding RS.2,00,000/- (Rupees Two Lakhs Only) per month to sign agreements of service on behalf of the Company, to confirm the service of the existing of newly employed employees, to take or institute disciplinary action against employees found guilty, to discharge, dismiss and for terminate services or accept resignation of such employees, to appoint inquiry officer to

Contd..4



For CHALLA INFRA PROJECTS PRIVATE LIMITED

[Signature]
Managing Director

For : Challa Infra Projects Pvt. Ltd.

[Signature]
Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED

[Signature]
Director

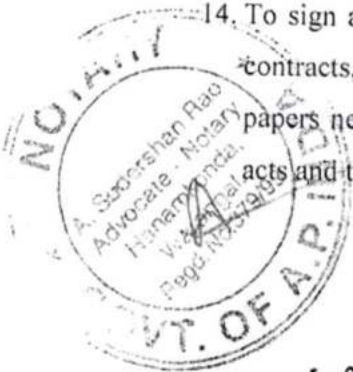
For CHALLA INFRA PROJECTS PRIVATE LIMITED

[Signature]
Director

hold inquiries in cases of misconduct committed by any employee and to do all such acts as would be necessary in connection with the creation or continuance or severance of employer and employee relations.

10. To appear and represent the Company before Government / Government Undertakings / Government Bodies / PSU, any local, Municipal or other Authority or any Government or other Public Officers or Officials for any purpose connected with the business of the Company.
11. To concur in doing any of the acts and things herein mentioned jointly or conjunction with any other person or persons interested in the premises.
12. To appear and represent the Company before any Court, Tribunal, Bench, Judges, Magistrates, Government Officers, Arbitrators, Competent Authority or any other Authorities appointed under any Act, State or Central, Registrar or Sub-Registrar of Assurances and to accept services of summons, notices, writs or other legal process issued by any Court or Officer.
13. To execute and be party to lodge for registration and admit execution of all such agreement, deeds, conveyances and other instruments and assurances as may be necessary for or in connection with the business and affairs of the Company to appear lodge or present for registration and admit execution of documents if executed by the Company and to identify the Common Seal of the Company before any Registrar or Sub-Registrar within any District or sub district and to do all acts deeds and things necessary for completing and enforcing due registration according to the law in force of all documents.
14. To sign all correspondence and to execute, sign seal and deliver all deeds, agreements, contracts, assurances, receipts, acknowledgements, notices, instruments, documents and papers necessary and proper for effectual doing or causing to be done any or all of the acts and thing which the attorney is by these presents empowered to do.

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For CHALLA INFRA PROJECTS

For : Challa Infra Projects Pvt. Ltd.

[Signature]
Director

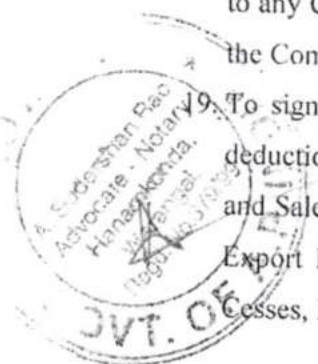
[Signature]
Managing Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED
[Signature]
Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED
[Signature]
Director

15. To institute suits and/or any other civil or criminal proceeding for infringement of patent or any other legal matters arising there from in the District Court and/or any other Court within the territory of India and to appoint Advocate/s, to represent to Company in such suit and/or civil or criminal proceedings and to sign, affirm and declare plaint, applications, deeds, letters, declarations, affidavits, petitions, vakalatnama written statements or any other documents as may be required to be filed in the said suit or in appeal, review, revision from the order or decree that may be passed therein.
16. For the aforesaid purpose to file and receive back documents, obtain refund of stamp duty, court fees, deposits etc. and apply for inspection of judicial records.
17. To institute, carry on, compromise, abandon and/or criminal proceedings against the workmen/Employees who may desert work or against any persons found enticing them away from the Company's work or against any other persons, if necessary in respect of matters touching the business and affairs of the Company and for that purpose to sign complaints and all other necessary papers and affidavits and engage Pleaders, Vakils, Advocates, Attorneys, etc.
18. To sign license application, gate passes, registers and all a documents and other related papers under the Central Excise Act, 1944, Service Tax Provisions and Rules framed there under including to authenticate and/or pre- authenticate invoice books prescribed under Central Excise Rules as amended upto-date and any other documents etc., as may be necessary under the said Rules or required under Service Tax from time to time and also to represent the Company in any matters arising under the said Act and Rules and to file appeals make representations before Central Excise/Service Tax Authorities in regard to any Central Excise / Service Tax matters of the Company pertaining to the business of the Company under his control.
19. To sign and file returns, applications declarations and other documents relating to tax deduction at source, Central Sales Tax, Works Contracts Tax, Value Added Tax (VAT) and Sales / Trade / Turnover / Professional / Business Tax / Labour Cess / GST / DGFT / Export Promotion Council / Exam Policy and any other Central / State / Local taxes, Cesses, Duties relating to and involving the Company for the time being in force or such

Contd..6



For CHALLA INFRA PROJECTS PRIVATE LIMITED

Manoj

Managing Director

For : Challa Infra Projects Pvt. Ltd.

Director

For CHALLA INFRA PROJECTS PRIVATE LIMITED

Ch. Syothi

Director

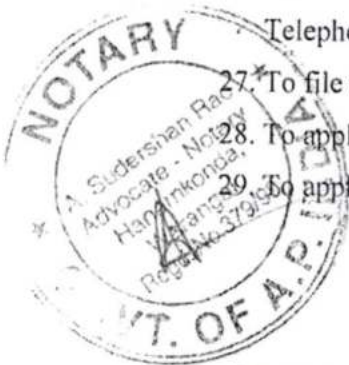
For CHALLA INFRA PROJECTS PRIVATE LIMITED

Director

other taxes that may be instituted in future and such other Act/s relating to taxation of goods and services and to appear before Sales Tax Authorities, VAT Authorities and such similar Authorities and to make statements, affidavits before them in connection with Sales Tax / VAT cases of the Company pertaining to the business of the Company under his control.

20. To deal with the assessments relating to tax deduction at source in expenditure and apply for refunds of any such tax or taxes, to attend and represent the Company before any authority or tribunal concerned and for all such purposes to sign execute and deliver all such documents and make all such declarations as may be necessary.
21. To file and receive back documents and obtain refund of stamp duty or repayment of Court Fees To transfer or assign decree or decrees in favour of the Company for such consideration as the Attorney may deem proper.
22. To take delivery or possession of property in execution of any decree and to assign any decrees for such consideration as the Attorney shall think fit.
23. To apply for converting agricultural land to non-agricultural land and/or for industrial use in the name of the Company.
24. To complete all related formalities / procedures including setting up of a New Factory / Project or expansion of existing factory/ies /project/s for manufacturing asphalt and to liaison with the Central / State Government and Local Authorities.
25. To sign running bills of works from Government / Government Authorities / Statutory Bodies and such other agencies and private parties.
26. To do all acts, deeds, things and to sign papers including applications for the purpose of obtaining the necessary connection for Electricity H.T. connection, Water Supply, Telephone and other communication facilities.
27. To file suits for rent and ejection of tenants and occupants and other suits of any kind.
28. To apply to court or any officer for copies of documents and other papers.
29. To apply for inspection and to inspect judicial records.

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For: CHALLA INFRA PROJECTS PRIVATE LIMITED

Manasa
Managing Director

For: Challa Infra Projects Pvt. Ltd.

[Signature]
Director

For: CHALLA INFRA PROJECTS PRIVATE LIMITED

Ch. Jyothi

For: CHALLA INFRA PROJECTS PRIVATE LIMITED

[Signature]
Director