



Sl. No. 5016
Date: 09/05/2022/ Rs.100/-
TELANGANA

Sold to: Kothuri Dharmesh

S/o :Kothuri Rambabu R/O HYD.

To Whom: M/S. Omdhar Engineering Pvt. Ltd., Hyd.

MOHD. ABDUL RAHEEM KHAN

LICENCED STAMP VENDOR

LIC No.16-04-041/2014 R.L. No:16-04-055/2020

H.No.8-3-228, 678/1688, Sriram Nagar,

Yousufguda

AGREEMENT

(Ref. No.Contract Agreement No-TSMDC/Motlapalli (V)/Srirampur
M)/Peddapalli Dist.,/Sand/Legal/2022)

This Agreement made and entered into on this day of 12th May ,
2022 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, Khairatabad, 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/21/2022-SM**,
note file No.1 to 4 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).

AND

M/s. Om Dhar Engineering Pvt Ltd, a Company Registered under
Companies Act, 1956 dealing with Mining business and having its place



of business at H.No. # Second Floor, Sriniasa Square, Vittal Rao Nagar, Madhapur, Hyderabad in the State of Telangana, represented by its Managing Director Sri. Dharmesh Kumar Kothuri, 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.**116.26** per CBM of sand and who emerged as successful Bidder as per the lots drawn out of **Nineteen (19)** bidders quoted the same rate for excavation of **4,02,500** CBM from Motlapalli Sand reach from Submergence and upstream of check dam in Manair River at Motlapalli Village, Srirampur Mandal, Peddapalli 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 Motlapalli Village, Srirampur Mandal, Peddapalli District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC/GM(S&M)/EXC/ Peddi/ Motlapalli /2022/1091, dt. 14.02.2022, for execution of Agreement for excavation of sand from Submergence and upstream of Check dam in Manair River at Motlapalli Village, Srirampur Mandal, Peddapalli 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 Manair River project at Motlapalli Village, Srirampur Mandal, Peddapalli District of Telangana State for a period of **Eighteen (18)** months from the date of agreement of this contract.

AND

WHEREAS in terms of the Tender Document, the Contractor submitted Demand Draft bearing No.008922 dt. 28.01.2022 for Rs.6,23,875/- drawn on HDFC Bank, Hyderabad Branch, Telangana



State in favor of Telangana State Mineral Development Corporation Limited towards Earnest Money Deposit.

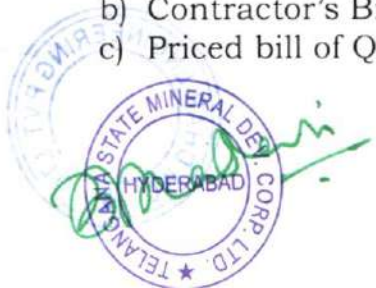
AND

WHEREAS as per the Tender conditions, the Contractor is required to remit 15% of the Bided amount i.e., Rs. 70,19,198/- (quoted rate of Rs.116.26 X quantity of **402500** CBM = 4,67,94,650/- X 15% = Rs.70,19,198/-) towards the Performance Security Deposit after deduction of EMD amount of Rs. 6,23,875/- the balance Performance Security Deposit (PSD) Rs. 63,95,323/- and an Additional Performance Security Deposit of Rs.62,34,725/- (402500[Estimated Quantity] X Rs.131.75/- – Rs.116.26/- [Price quoted by the Contractor]). Accordingly, the Contractor submitted Bank Guarantee Documents is issued by State Bank of India, Bhowanipur Branch, bearing the Bank Guarantee No.**0006884BG000040** Dt. 29.03.2022 for Rs.1,26,30,048/- (Rupees One Crore Twenty Six Lakhs Thirty Thousand Forty Eight only) towards the Performance Security Deposit. Performance and Additional Performance Security Deposit covering the Bank Guarantee period is from 29.03.2022 to 28.03.2025 (3 years) as mentioned above. The bidder is not eligible to claim any interest on EMD.

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 excavate sand 4,02,500 CBM from Motlapalli Sand Reach from Check Dam across the Manair River at Motlapalli Village of Srirampur Mandal, Peddapalli 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 Motlapalli Village of Srirampur Mandal, Peddapalli 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.

ii) Bill of Quantities: The contractor shall submit Bill of quantities which shall contain the quantum of sand excavated 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 excavated by him after verification of online quantity sold by the TSMDC.



iii) Payments: The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 15th day of succeeding month 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 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, Income Tax and all 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 SSMS. 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, Income Tax and all related to sand mining).

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

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.



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.
- 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 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	4 Nos.
Mobile Water Sprinklers/tankers	4 Nos.
Tractors or Trippers	20 Nos or 10 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 excavation 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 / 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 excavation and forming part of the contract are the quantities of sand to be excavated 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 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 2,500 CBM and excavate 3,000 CBM per day.

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.

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 excavation 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 Motlapalli Sand reach from Check dam across the Manair River at Motlapalli Village of Srirampur Madal Peddapalli 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 Motlapalli Village of Srirampur Mandal, Peddapalli District 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




General Manager (S&M)
Telangana State Mineral Development Corporation Ltd.
6-2-915, HMWSSB Premises
Rear Block, 3rd Floor, Khairatabad,
Hyderabad - 500 004, Telangana


for and on behalf of
M/s. Om Dhar Engineering Pvt Ltd .,


Managing Director



Witnesses

- 1) 
- 2) 
J. Kartik Reddy



INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
OM DHAR ENGINEERING PRIVATE LIMITED

- I. The name of the Company is "OM DHAR ENGINEERING PRIVATE LIMITED"
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh
- III. The objects for which the company is established are:-

A. THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED ON ITS INCORPORATION ARE:

1. To acquire or carry on in India or elsewhere the business of providing heat and cold treatment of iron, steel (including alloy steel) and metal foundries, processors, turners, forgers, drawers, rollers and re-rollers of steel shaftings, bars, rods in different shapes and sizes from scraps, billets, ingots including wire, nails, screws, metal hinges, plates, sheets, strips, hoops, rounds, circles, angles and to alloy steel, stainless steel, any other products from steel, brass, copper, lead, zinc, nickel and any other ferrous and non-ferrous metals of all sizes, specification and description including ingot casting in electric and furnace.
2. To carry on in India or elsewhere the business to design, manufacture, produce, prepare, buy, procure, acquire, import, improve upon, alter, manipulate, maintain, prepare for market, handle, assemble, heat, grade, mould, cast, sell, resale, export, operate, dispose of, distribute, transport, store, forward, dispose, consume, repair supply and otherwise deal in or develop all types, varieties, models, shapes, sizes, specifications, description, diameters, capacities, applications, uses and values of gadgets, implements, accessories, parts, spares, assemblies, components, moulds, jigs, nuts, bolts, fixtures and tools, metallic or otherwise.
3. To act as agent, broker, representative, consultant, collaborator, stockist, lessor, franchiser, wholesaler, retailer, job-worker, exporter, importer, dealer or in any such other capacity in respect of products manufactured or dealt with by the Company

4. To carry on all processes like metal printing, metal anodising, electro-plating, chemical treatment and lacquering in respects of products manufactured or dealt with by the Company.

B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:

1. To acquire all kinds of apparatus, devices, plant, machinery, tools, utilities, materials and things necessary or convenient for carrying on any of the main objects of the Company.
2. To enter into a scheme of amalgamation or arrangement or partnership or into any arrangement for sharing profits, union of interest, cooperation, joint venture, reciprocal concessions or otherwise either in part or whole with any person or company or companies, foreign or otherwise, carrying on or engaged in or about to carry on or engaged in similar business or other business or transaction capable of being conducted so as directly or indirectly to benefit the company.
3. To apply for, purchase or otherwise, acquire, or develop any patents, developments, inventions, licenses, concessions and the like, conferring any exclusive or non exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or create licenses in respect of or otherwise turn the account the property rights or information so required.
4. To establish, appoint, regulate and discontinue office, agents, representatives, distributors or retailers in all such places as the Company may from time to time determine for carrying out all or any of the Company's objects and to act as agents for others or to amalgamate the business operations with any other Company for the business synergies in operations.
5. To purchase, own, take on lease or in exchange or otherwise acquire and undertake all or any part of the business, rights, privileges, property and liabilities of and to amalgamate or enter into partnership or into any arrangement for sharing profits, union of interest, cooperation, joint ventures, reciprocal concessions or otherwise with any company having objects altogether or in part similar to those of company and to lend money, guarantee the performance or contracts of or subsidize or otherwise assist any such company for such consideration and on such terms as may seem expedient.
6. To promote, establish, undertake, form and to be interested in and to apply to acquire, hold and dispose of shares in any institution, business, pool, combine, syndicate, industrial trading or manufacturing or company having objects altogether or in part similar to those of company carrying on any business capable of being conducted so as directly or indirectly to benefit the company and to subsidize or assist any industry or undertaking financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stock, debentures stock or other securities such industry or undertaking.
7. To make donations to such persons or institutions or funds and in such cases, and either for cash or any other assets, as may be though directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular, to remunerate any person or corporation introducing business to this Company.
8. To pay out of the funds of the Company all expenses which the company may lawfully pay with respect to the promotion, formation and registration of the company or the issue of its capital,

including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.

9. To pay all preliminary expenses of any company promoted by the Company, or any company in which the Company is, or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the company.
10. To lend and advance money or to give credit to such persons or companies and on such terms as may seem expedient and in particular, to customers and others having dealing with the Company.
11. To establish, open offices in foreign countries and to place professionals on different platforms at the client sites or at offices on different projects on Company's payroll and to process the required visas of professionals for the same and open branches or appoint agencies.
12. To undertake and execute any trusts the undertaking of which may seem to the company desirable for the benefit of employee or former employees.
13. To insure the whole or any part of the property of the company, either fully or partially, to protect and indemnify the company from liability or loss in any respect, either fully or partly and also to insure and to protect thereof, either on mutual principal or otherwise.
14. To furnish and provide deposits and guarantee any funds required in relation to any tender or application for any contract, concession, decree, enactment, property or privilege or in relation to the carrying out of any contract, concession, decree or enactment.
15. To appoint trusts to hold securities on behalf of, and to protect the interest of the company.
16. To own, establish, or have and maintain branches and agencies all over India and elsewhere, for serving its customers and for servicing its business.
17. To borrow or raise or secure the payment of money or to receive money on loan at interest or otherwise for any of the purposes of the company, redeem or pay off any such securities, subject to directives of Reserve Bank of India .
18. To establish, provide, maintain, conduct or otherwise subsidize research and other laboratories, training, colleges, schools and other institutions and to undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy.
19. To invest and deal with the surplus moneys of the Company, not immediately required, in or upon such investments (other than shares in the company) and in such manner as may from time to time be determined.
20. Subject to provision of section 292 and 293 of the Act, to borrow for the purpose of the Company on mortgage of its property or otherwise or any part thereof or on any bond, obligation, Promissory Notes, Debentures, Deposit receipts or other securities, payable to bearer or otherwise or on all or any one of them and at such rates of interest and for such period or periods and repayable in such manner and generally on such terms as the Directors may consider desirable, and to repay the same or any part thereof on all or any of such securities, to issue mortgage, Bonds,

Obligations, Promissory notes, Debentures, Deposit receipts or other securities as aforesaid on such terms and conditions as the Directors shall determine, and to charge or secure the same on the undertaking of the company or upon specific property and rights, present and future of the company including, if thought fit, its uncalled capital or otherwise whatsoever.

21. To open accounts with any individual, firms, company or bank and to pay into or withdraw moneys from such account.
22. To apply or otherwise acquire any patents, copyrights, formulas, licences and the like subject to royalty or otherwise conferring exclusive, non exclusive or limited rights of use upon the Company.

C. THE OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE :

1. To carry on the business of general merchandise, commission agents, manufacture's representatives, forwarding agents, and to extend facilities to the public for the purchase and sale of merchandise of every description whatsoever.
2. To provide consultancy services in the field of mining, quarrying, procession, dressing, refining and other and acts as consulting engineers and geologists and to undertake contract for seismic activities or surveys, data collection and interpretation in mining industries and all other technical, non technical or specialized services, in the field.
3. To carry on or undertake in India or abroad, the business of developing, owning, giving or taking on hire, lease, rent or otherwise acquiring or disposing off any rights in any mines, and to do the business of mining, exploring, drilling, manufacturing, producing, processing, refining, distributing, trading, importing, exporting, storing, and transporting of all kinds and types of metals, metallic products, chemicals, cement and precious stones and other minerals, hydrocarbon products or substances;
4. To carry on the business or vocation of acting adviser and consultant on all matters and problems relating to the technical industries, civil administration, finance, and organization management, commencement or expansion of industry, purchasing techniques and business (Including construction of plants and buildings) Production, purchases, sales, material and cost control, marketing, advertisement, publicity, personnel, export and import to and for institution, concerns bodies, associations, departments and services of the Government public or local authorities, trust scientific research and development centers and to be appointed as technical, financial, industrial administration, civil consultants.
5. To carry on web, portal, internet, internet based business, extranet, call centers net based business and business application and allied business services and other allied activities in all its branches and to appoint authorised dealers or franchises for development and to deal, purchase, sell import, export, any of the above said activities.
6. To establish and run data processing g and computer training centers and to offer consultancy and data processing and other services that are normally offered by data

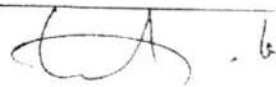
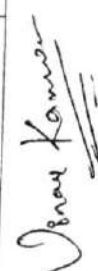
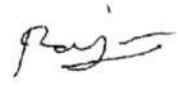
processing and computer centers to individuals, business organizations and other types of customers.

7. To acquire, hold, sell buy or otherwise deal in any shares, units, stocks, debentures, debenture-stock, bonds, mortgages, obligations and other securities by original subscription, tender, purchase, change, gift or otherwise and to subscribe for the same, either conditionally or otherwise, and to underwrite, sub-underwrite or guarantee the subscription thereof to purchase and sell above mentioned securities.
8. To carry on the business of builders, developers, real estate agents and contractors for construction or demolition work of any kind including interior decoration and / or furniture fittings and their raw materials and to purchase or otherwise acquire lands, houses, offices, workshop, buildings and premises for the purpose of that business and to erect and construct roads, sewers, houses, buildings or works of every description on any land whether or not owned by the Company and to demolish, rebuilt, enlarge, alter, improve or otherwise existing plots, houses, buildings or works, to convert and apportioned any such land into any for roads and other facilities and generally to deal with the development of the properties.


IV. The liability of the members of the Company is limited.

- V. The Authorised Share Capital of the Company is Rs.1,00,000/- (Rupees One Lakh Only) divided into 10,000 (Ten Thousand Only) Equity Shares of Rs.10/- (Rupees Ten Only) each with power to increase and reduce the capital, to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, qualified or special rights, privileges and conditions as may be determined by or in accordance with the Companies Act, 1956 for the time being in force and the regulations of the company and to vary, modify or abrogate the regulations of the company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the company.

VI. We the several persons whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

Sl. No.	Signature, Name, Address, Description and Occupation of the Subscribers	No. of Equity Shares Taken by each subscriber	Signature, Name, Description & Address of the Witness
1.	 Dharmesh Kumar Kothuri Flat No-101, Sai Raghava Towers, Madinaguda, Miyapur, Hyderabad - 50050 D.O.B : 11/09/1985 Occupation: Business	5,000 (Five thousand)	 NAME - VINAY KARWA S/O GANGABHAN KARWA OCCUPATION: CHARTERED ACCOUNTANT IN PRACTICE, MH 224389 H # 16-2-146/1151C, F-4203, SWATHI ENCLAVE, DAYANANDNAGAR, MALAKPET HYDERABAD - 500 036 (AP)
2.	 Rajesh Kumar Kothuri Flat NO-101, Sai Raghava Towers, Madinaguda, Miyapur, Hyderabad - 50050 D.O.B : 21/05/1986 Occupation: Business	5,000 (Five-thousand)	
Total Number of Shares		10,000	Ten thousand

Place : HYDERABAD
Date : 15-03-2012


Vinay Karwa