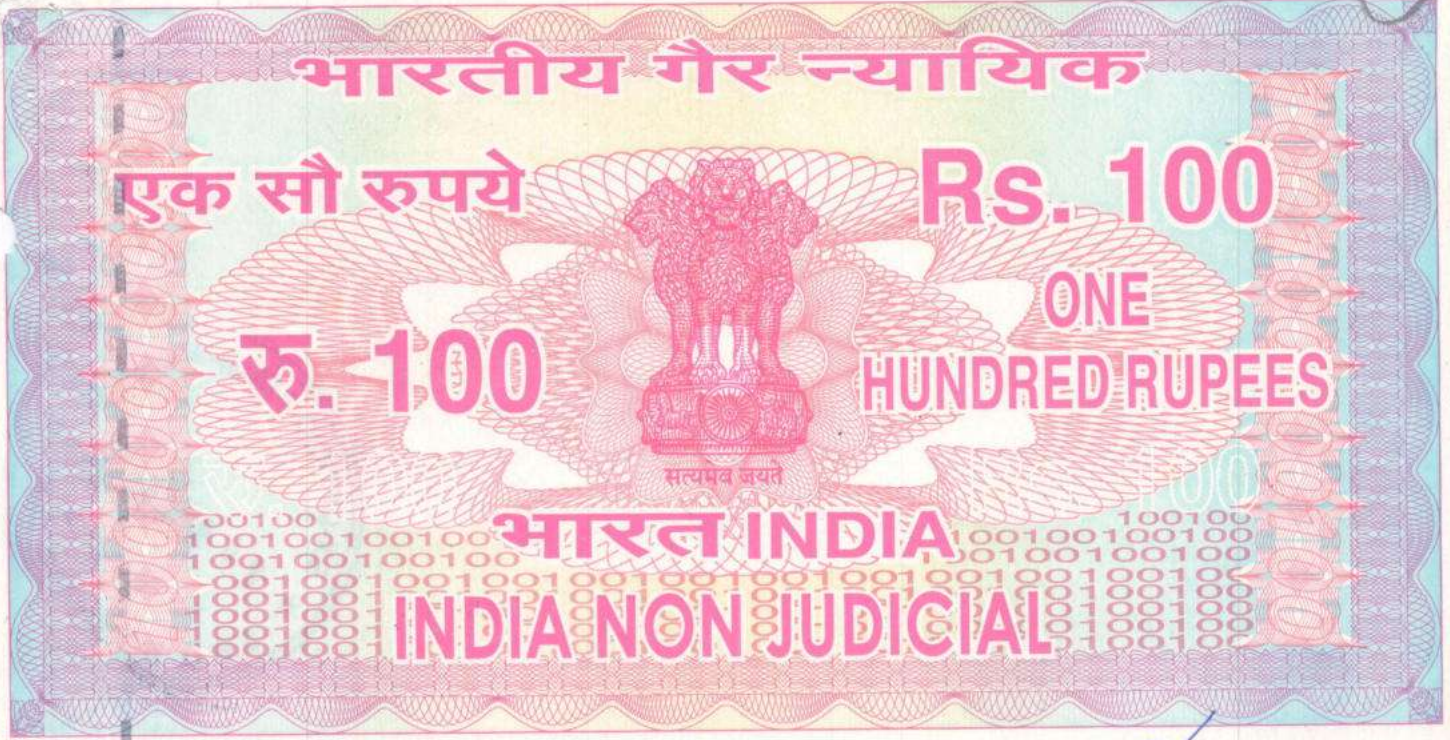


6/02/2017 (11)



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[Signature]

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Sl. No: 636 Date: 06/02/2017
Sold to: N.Sri Ranga Rao
S/o: Venkat Rao. R/o Hyd
For Whom: TSMDC Ltd., Hyd

K. BELAASREE
LICENCED STAMP VENDOR,
L No:16-11-02/98R.No:16-11-06/2016,
H.No:6-1-543,NEAR RAILWAY GATE,
KHAIRATABAD MARKET, HYD-4
Cell No: 9848405313

AGREEMENT

(Ref. No.Contract Agreement No.10-TSMDC/Pusukupalli-3
/Meddigadda/Sand/Legal/2017)

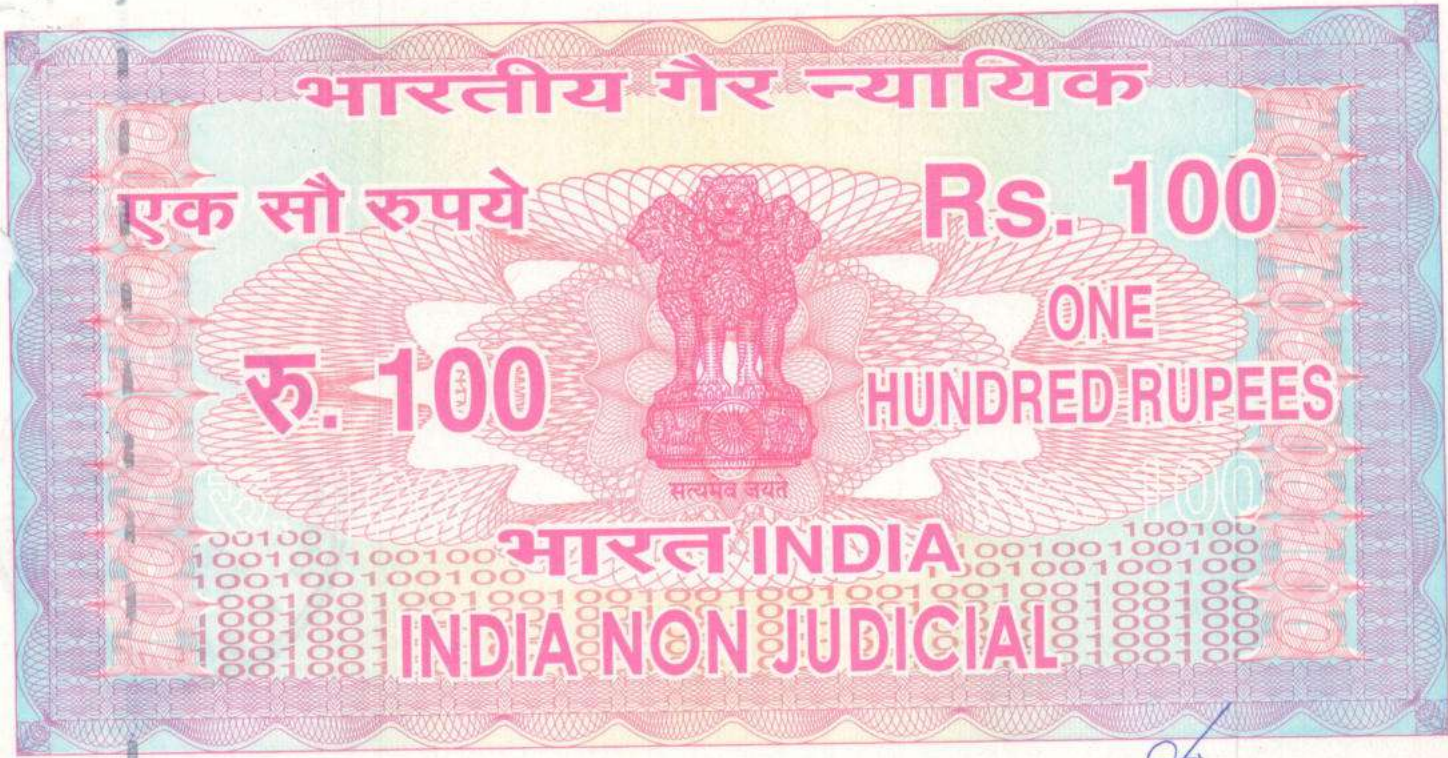
THIS AGREEMENT made and entered into on this day of 6th February, 2017 between Telangana State Mineral Development Corporation Limited, a Company Registered under Companies Act, 2013 and having its Registered Office at Rear Block, 4th Floor, HMWSSB Premises, Khairtabad, Hyderabad – 500 004, represented by its General Manager (CLA) Sri C. Udaya Raj, hereinafter referred to as “ **TSMDC** ” (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. Sai Ram Granites, a Registered Partnership Firm dealing with Mining business and having its place of business at H. No.2-10-1000/1,

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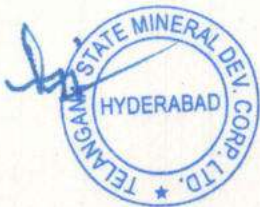
Sl. No: 1638 Date: 06/02/2017
Sold to: N.Sri Ranga Rao
S/o: Venkat Rao. R/o Hyd
For Whom: TSMDC Ltd., Hyd

K. BELAASREE
LICENCED STAMP VENDOR,
L No:16-11-02/98R.No:16-11-06/2016,
H.No:6-1-543,NEAR RAILWAY GATE,
KHAIRATABAD MARKET, HYD-4
Cell No: 9848405313

Jyothinagar, Karimnagar District - 505001 in the State of Telangana, represented by its Managing Partner Sri N. Sri Ranga Rao, 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 emerged as L1 Bidder by quoting Rs.91/- per CBM of sand for excavation of 16,74,000 CBM of sand from Block 8/3, Pusukupalli-3 over an extent of 55.8 Ha. at Submergence areas of Medigadda Barrage, Kaleswaram Project and transport the same quantity of sand to nearby Stockyard (Contractor has to identify Stock yard within 1 Km from the Submergence area) and again loading of sand into the Lorries at Stockyard. TSMDC issued the letter of intent to Contractor vide Lr. No.TSMDC/GM(M)/SAND/

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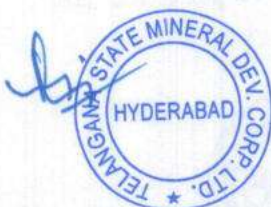
EXC/Pusukupalli-3/Medigadda/2016/918, dt.11-01-2017, for execution of Agreement for excavation of sand from Block 8/3, Pusukupalli-3 over an extent of 55.8 Ha. at Submergence areas of Medigadda Barrage, Kaleswaram Project and transport the same quantity of sand to nearby Stockyard and again loading of the same sand into the Lorries at Stockyard in Prof. Jayashanker Bhupalapally Dist., of Telangana State for a period of Eighteen (18) months from the date of commencement of this contract.

AND

WHEREAS in terms of the Tender Document, the Contractor submitted Demand Draft bearing No.017577 dt.23-12-2016 for Rs.15,00,000/- and DD No.017579 dt.26-12-2016 for Rs.1,74,000/- drawn on HDFC Bank, Karimnagar Branch, Telangana State in favour 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.2,28,50,100/- (quoted rate of Rs.91/- X quantity of 16,74,000 CBM = 15,23,34,000 X 15% = Rs.2,28,50,100/-) towards the Performance Security Deposit. Accordingly, the Contractor submitted Bank Guarantee Document issued by HDFC Bank, Begumpet Branch, Hyderabad, bearing the Bank Guarantee No.021GT02170370004 Dated: 06-02-2017 for Rs.2,11,76,100/- (Rupees Two Crore Eleven Lakhs Seventy Six Thousand and One Hundred Only) after adjusting the EMD of Rs.16,74,000/- (Rupees Sixteen Lakhs and Seventy Four Thousand Only) covering the Guarantee period from 06-02-2017 to 05-02-2019 (18 Months + 180 days from the expiry of the Contract) towards the Performance Security Deposit.



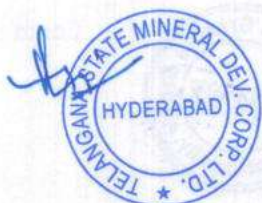
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quantity of the work done at the rate specified in the Bill of Quantities for each item.

iii) Payments : The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 10th day of succeeding month through Account Payee Cheque only. The amount payable to the Sand Raising 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 to be deducted at source [TDS] as per applicable law. The TSMDC shall pay the Contractor the amounts certified by the Project Officer. 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.

iv) Period of Contract: This Contract is valid for a period of 18 months from the date of its commencement. (may be extendable another 6 months as per sole discretion of TSMDC).

v) Performance Security Deposit (PSD) : The contractor shall remit 15% of Bidded amount of Rs.2,28,50,100/- (quoted rate of Rs.91/- X quantity of 16,74,000 CBM = 15,23,34,000 X 15% = Rs.2,28,50,100/-) as Performance Security Deposit (PSD) in the form of Bank Guarantee (BG) to TSMDC at the time of entering into the Agreement. The EMD amount of Rs.16,74,000/- will be adjusted against the PSD. The BG should be valid for the contract period + 180 days from the expiry of the Agreement. The Contractor shall not be entitled to claim interest on EMD.



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- 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 will 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.
- g. The contractor shall provide his own 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 policing of his own material, storage areas, store house, equipment yard etc., as may be required. The TSMDC shall not acceptance responsibility for protection of the contractor's equipments, tools and materials.

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 :

Excavators	
1) Tata Hitachi 350LCH Excavator	1 No. Lease
2) Tata Hitachi ZX-330LC Excavator	1 No. Lease



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- 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 Project Officer.
- 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 the above clause, the contractor within seven (7) days of receipt of such order shall submit his rate to the Officer-in-charge 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 officer-in-Charge the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the Officer-in-Charge shall fix such other rate as he may be in the circumstances, consider reasonable and the contractor shall have no



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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 1 (One) month notice in writing in the event of any change in the policy in respect of sand mining project at Block 8/3, Pusukupalli-3 over an extent of 50 Ha. at Submergence areas of Medigadda Barrage, Kaleswaram Project in Prof. Jayashanker Bhupalapally 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.



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19/11/2018



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S. 9205 Date 19/11/2018 Rs. 100/-

Purchaser..... N. Sri Ranga Reddy

S/W/D/O..... S/O N. Venkatesh Reddy

For Whom..... T. S. R. R. R.

AGREEMENT

Ref. No. Contract Agreement No. 13-TSMDC / Pusukupalli-III / Meddigadda / Sand / Legal / 2018)

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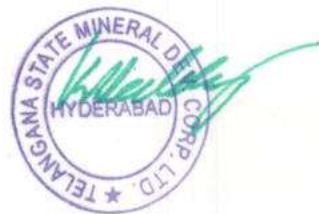
Licenced Stamp Vendor
LIC-16-07-001/2013, Ren.No.16-07-001/2016
5-9-22/11/104, Hill Top Colony,
Adarshnagar, Hyderabad, District
Ph.No.9849838068

THIS AGREEMENT made and entered into on this day of 19th November, 2018 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 (CLA) Sri K. Rajender Reddy, hereinafter referred to as " TSMDC " and authorized vide File No.TSMDC/Sand/Pusukupalli/2018, at Para Nos.98 to 102 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) of the First Party.

AND

M/s. Sai Ram Granites, a Registered Partnership Firm dealing with Mining business and having its place of business at H. No.2-10-

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WHEREAS TSMDC have informed the Contractor vide letter No.TSMDC/Sand/Pusukupalli-3/2018/1376, dt. 10-10-2018 that to extend the Bank Guarantee for the period of one (1) year six (6) months as 11,60,715.50 CBM of Sand is still remaining to excavate and to load commercial vehicles.

AND

WHEREAS the Contractor submitted extension of Bank Guarantee letter issued by HDFC Bank, Karimnagar dt. 03-11-2018 extending the Bank Guarantees bearing No. 021GT02170370004 dt. 06-02-2017 for Rs.1,41,69,766.57 (Rupees One Crore Forty One Lakhs Sixty Nine Thousand Seven Hundred Sixty Six and Fifty Seven Paisa Only) from 05-02-2019 to 05-08-2020, vide Lr. Dt. 03-11-2018.

AND

WHEREAS TSMDC have accepted the request of the Contractor and agreed to extend the period of contract agreement for one (1) year from 19-11-2018 to 18-11-2019 are the balance quantity exhausted whichever is earlier and other terms and conditions entered into the contract Agreement dt. 06-02-2017 shall continue during this extension period of Agreement.

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. Sai Ram Granites

General Manager (CLA)

Managing Partner

K. RAJENDER REDDY, M.A., LL.B., HDCM.
General Manager (Company Law Affairs)

For M/s. Sai Ram Granites

TELANGANA STATE MINERAL DEV. CORP. LTD.
(A State Govt. Undertaking)

Witnesses

1) *D. A. Sullu*

2) *E. Thirupathi*

E. Thirupathi

9885977734.

Managing Partner