



తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 1466 Date 24-12-2021

Sold to: Thati Saravaiah, S/o (Late) Yerraiah, R/o Burgampahad (M)

For Whom: self

AK 474517
K. Rajani Kumari
K. RAJANI KUMARI
Licenced Stamp Vendor
License No. 22-03-18/2021
H.No. 4-4-140/1
Kothagudem-507101
Cell : 9291436782

AGREEMENT

This agreement is made and executed on this the 24th day of Dec, 2021 at Hyderabad between the parties herein, for a period of Six (6) months from the date of this agreement.

Sri Thati Saravaiah, S/o Yerraiah, age 44 years who is agriculturist and permanent resident of H.No.8-94, Buddagudem, Morrapalli Banjara (V) Burgampahad (M) Bhadradri Kothagudem Dist herein after referred to as the FIRST PARTY (Which term shall mean and include wherever the context so requires or admits their heirs, successors, administrators, executors, attorneys and assigns) of the FIRST PARTY.

AND

Telangana State Mineral Development Corporation Limited a Company registered under the Companies Act, 2013 having its Registered Office at 6-2-915, 3rd Floor, HMWSSB Premises, Rear Block. Khairatabad, Hyderabad, represented by its General Manager (CLA) FAC, and authorized herein after referred to as the SECOND PARTY (which term shall mean and include wherever the context so admits or requires its successors, administrators and assigns) of the SECOND PARTY.



WHEREAS the First Party is the absolute owner of the Pattaland in Survey No.203/9/EE, situated at Sompalli (V) Burgampahad (M), Bhadradi Kothagudem District.

WHEREAS, as per G. O. Ms. No.84, dt. 09-11-2017, the de-casting of sand in any pattaland abutting to Riverbed shall be done by M/s. Telangana State Mineral Development Corporation Limited (Second party).

WHEREAS, the Second Party is the nodal agency for selling of sand to the general public in Telangana State and also to meet market demand of sand in Telangana State.

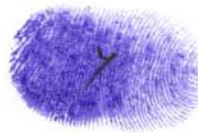
WHEREAS, the District Collector & Chairman of District Level Sand Committee, Bhadradi Kothagudem District, Vide Proceedings No.4124/Sand/2012, dt. 26-05-2021 accorded permission to Second Party for de-casting of sand from the pattaland situated with the following Geo-Coordinates for a Quantity of 2630 CBM.

Pattaland permitted for de-casting sand					
Sl. No	Sy. No.	Geo-coordinates		Extent (in Acres)	Qty of sand to be de-casted (in CBM)
		Latitude	Longitude		
1	203/9/EE	17°36'15.07"	80°51'15.27"	0.13	2630
		17°36'14.65"	80°51'13.69"		
		17°36'15.47"	80°51'13.45"		
		17°36'15.94"	80°51'15.06"		

WHEREAS, accordingly on the above the First Party agreed and given consent to the Second Party for de-casting of sand from their Pattaland in Survey No. No. 203/9/EE, situated at Sompalli (V) Burgampahad (M), Bhadradi Kothagudem District for 2630 CBM in their pattaland.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. TSMDC shall issue **Form-S3(a) (Form-E)** (Online generated Transit Forms) on behalf of Pattadars.
2. TSMDC Shall dispose the de-casted sand from the Pattaland and dispatch along with online generated transit form **{Form - S3 (a)} (Form-E)** duly indicating the quantity, destination, date and time. Every vehicle carrying sand (De-casted) from pattaland shall carry online generated transit form **{Form-S3(a)} (Form-E)** at all times from source to end consumption point.



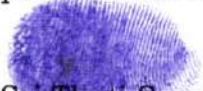
3. The loading of sand from the pattaland shall be as per the capacity of the vehicle permitted by the Transport Department.
4. De-casting operation timings shall be between 6.00 AM to 6.00 PM only, if any deviations noticed on the part of pattadar in this regard the payment of Pattadar will be confiscated to TSMDC Ltd., (Government of Telangana).
5. The Pattadar has to Mechanical excavate sand from his pattalands, Loading Machines shall have GPS instrument affixed in order to monitor the machine movement and control over the area by TSMDC Ltd.,
6. The TSMDC shall pay to " the pattadar, he may get share amount from the sale of sand with a maximum ceiling of Rs.100/- per Cu. Mt earned by the Telangana State Mineral Development Corporation Limited due to sale of sand de-casting of sand in his / her Pattalands, which also includes excavation and raising cost to pattadars for preparation of Roads, Ramps & Loading in their pattalands while de-casting of sand ".
7. No Cash Transactions shall be entertained by the both parties at de-casting site. All online generated Transit Forms {Form-S3(a)} **(Form-E)** will be issued against submission of Online Booking Receipt.
8. Any contravention by the Pattadars during the Excavation, TSMDC Ltd., shall impound any Vehicle / Machinery belongs to pattadar available at site.
9. Any Vehicle Transporting sand without valid Transit Form / Transit Pass will be deemed illegal and contravention of the TSSMR Rules 2015 any pattadar involvement noticed in this regard, accordingly the Pattadar payment will be forfeited to TSMDC Ltd., (Government of Telangana).
10. Mode of Payment : Based on Sales in Transit Form **{Form S-3(a)} (Form-E)** (in CBM) the TSMDC Ltd., shall release payment to the Pattadars once in a month for the work completed during the previous month by 15th day of succeeding month through online payment only.
11. The pattadar has to Mechanical excavate the sand strictly within the Geo-coordinates fixed by the Mines and Geology Department and shall not excavate the sand beyond permitted depth and thickness, if permitted geo-coordinates, depth and thickness violated, the beneficiary amount payable to the pattadar will be forfeited to the TSMDC (Government of



Telangana), and de-casting process will be rescinded in the pattaland.

12. This agreement shall be in force for a period of Six (6) months from the date of this Agreement or till the quantity of 2630 CBM of sand is de-casted whichever is earlier.
13. The De-casting operations shall be rescinded if any change in Government policy or if the Pattadar failed to Excavate and raise the same as stipulated in the Agreement as above.
14. The Pattadar is liable to pay all the taxes i.e., GST and all taxes relating to Sand mining, and he is liable for present taxes and future arising taxes during the period of Agreement herein.
15. The Pattadar himself shall make arrangements for Excavation of sand and raise to the vehicles, shall not handover the site to middle man or third party, or made any agreement in this regard with third party, if the same come to the notice of the TSMDC the amount already De-casted sand shall be forfeited to TSMDC without any notice, and further excavations shall be stopped.
16. Any vehicle overloaded against permitted capacity, ten (10) times penalty will be levied on the sand cost as overloaded, besides Agreement shall be cancelled.
17. Collection of loading charges prohibited in the stockyard any collection of loading charges leads to levy of penalty and cancellation of Agreement.

The above agreement is entered before the witnesses and the both parties bind by the terms and conditions.


Sri Thati Saravaiah
FIRST PARTY

(General Manager (CLA) (FAC)
SECOND PARTY
General Manager (Company Law Affairs)
TELANGANA STATE MINERAL DEV. CORP. LTD.
(A State Govt. Undertaking)

WITNESSES:

1.  PROJECT OFFICER
M/s. T.S.M.D.C. LTD.
Bhadradi Kothagudem Dist.
2. 