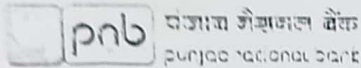


STANDARD COVERING LETTER FOR LETTER OF GUARANTEE



शाखा : CL Saket New
टेलीफोन नंबर :
Telephone No. :
ईमेल पता :
Email Address : BO232@PNB.CO.IN
मुद्रित क्रमांक :
Printed Serial No. : **TYX 280999**

To: Program Director, Project Implementation Unit,
(Kendriya Bhawan), Udhokh Road, Gurgaon,
4th Floor, DDA Tower, Near Bawana Chowk,
Haryana Bypass Road, Gurgaon - 242171

माननीय महोदय,
Dear Sir,

कृपया हमारा संलग्न गारंटी पत्र संख्या दिनांक को
रुपये (₹) के लिए दिनांक तक
वैध प्राप्त करें, जो के अनुरोध
पर इस कार्यालय द्वारा (1) श्री/सुश्री पदनाम और
(2) श्री/सुश्री पदनाम
के संयुक्त हस्ताक्षर से जारी की गई।

Please find enclosed our letter of guarantee no. 251201LG003524 dated 02/04/2024
for an amount of ₹ 7450000/- Rupees Seventy Four Lakh Fifty thousand only
valid till 07/04/2025 and issued at the request of M/s. RCC Developers Ltd by this
office under the joint signatures of (1) Sh./Ms. Amish Kumar Emp ID - 5200596
Designation Officer (2) Sh./Ms. Abhishek Kumar GBPA - 56012
Designation Sr. Manager

उक्त गारंटी पत्र का संदेश आपके बैंक को एस एफ एम एस गेटवे के माध्यम से प्रेषित कर दिया गया है। यह परामर्श है कि आप अपने हित में, अपने बैंक/शाखा से गारंटी के उपरोक्त पत्र की वास्तविकता को सत्यापित कर सकते हैं। साथ ही, गारंटी फॉर्म की वास्तविकता हमारे नियंत्रण कार्यालय से सत्यापित की जा सकती है, जो (पता, ईमेल आईडी, नियंत्रण कार्यालय का संपर्क नंबर) है, जिसे इस पत्र की एक प्रति पृष्ठांकित की जा रही है।

The message of the said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your Bank/Branch. Also, the genuineness of guarantee form be verified from our Controlling Office, which is Col. PNB Bhawan, Gurgaon
M. C. PNB RTCA@PNB.CO.IN (Address, Email ID, Contact No. of the Controlling Office), to whom a copy of this letter is being endorsed.

आपका भविस्य, Yours faithfully,
2512

दिनांक Date : 02/04/2024
प्रतिलिपि: मंडल प्रमुख
कार्यालय द्वारा उपर्युक्त गारंटी की प्रति सूचना तथा रिकॉर्ड हेतु प्रस्तुत
CC: The Circle Head Col. PNB Bhawan, Gurgaon (address)
along with a copy of the above said guarantee issued by us for his information and record.

हस्ताक्षर Signature
नाम Name Abhishek Kumar
पदनाम Designation Sr. Manager

प्रतिलिपि: मंडल प्रमुख (पता) हमारे
कार्यालय द्वारा उपर्युक्त गारंटी की प्रति सूचना तथा रिकॉर्ड हेतु प्रस्तुत
CC: The Circle Head Col. PNB Bhawan, Gurgaon (address)
along with a copy of the above said guarantee issued by us for his information and record.

एस 41 (संशोधित) S-41 (Revised)
SAI SECURITY PRINTERS PVT. LTD.

Statutory Alert:

- The authenticity of this Statutory Alert should be verified at www.saiindia.com or using a Statutory Alert Verification Portal.
- The onus of checking the genuineness is on the users of the certificate.



INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP11363623436006W

e-Stamp

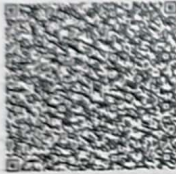
Certificate No. : IN-UP11363623436006W
Certificate Issued Date : 30-Mar-2024 04:18 PM
Account Reference : NEWIMPACC (SV)/ up14475404/ MEERUT SADAR/ UP-MRT
Unique Doc. Reference : SUBIN-UPUP1447540418796474440830W
Purchased by : RCC DEVELOPERS LTD
Description of Document : Article 12 (A) Bank Guarantee
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : PUNJAB NATIONAL BANK
Second Party : RCC DEVELOPERS LTD
Stamp Duty Paid By : RCC DEVELOPERS LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

₹100

₹100 ₹100 ₹100

सत्यमेव जयते

₹100



Please write or type below this line

IN-UP11363623436006W

This Stamp Paper is part & Parcel
Part of... BL 25720/26003524
Dated... 22/04/2024
executed by... M/s RCC Developers Ltd

* Anna
S200518
Officer.

Sr Manager



(213)

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shallastamp.com or using e-Stamp Mobile App of Stamp Holding.
- Any discrepancy in the details on this Certificate and as available on the website Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.

PERFORMANCE BANK-GUARANTEE

Program Director,
Project Implementation Unit (Road & Bridge),
Uttarakhand Green, Resilient & Inclusive Development Project
(UGRIDP/ U-PREPARE.
(Fourth Floor, DDPM Tower, Near Kargi Chowk,
Haridwar Bypass Road, Dehradun - 248171) Phone No. (O) & (F) –
E-MAIL:- pwd.wb.uk@gmail.com

Bank Guarantee No. :25120ILG003524
Amount of Guarantee :Rs. 74,50,000.00
Amount in words :Rs. Seventy-Four Lakh Fifty Thousand only
Guarantee Covers from :08.04.2024
Guarantee Valid upto :07.04.2025
Last date for lodgment of claim :07.04.2025

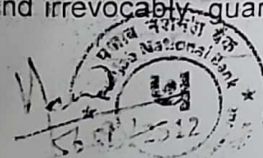
- (A) WHEREAS: RCC Developers Ltd., 109, Citi Centre, Bachcha Park, Meerut [name and address of contractor] (hereinafter called the "Contractor") and PIU(R&B), WB, UGRIDP/ U-PREPARE having its principal office at Fourth Floor, DDPM Tower, Near Kargi Chowk, Haridwar Bypass Road, Dehradun, 248171(hereinafter called the "Authority") have entered into an agreement (hereinafter called the "Agreement") for the "Construction of 240 M span Double lane Motor bridge over Suswa river in Bullawala to Sattiwala motor road in District Dehradun., Uttarakhand State on Engineering, Procurement and Construction (the "EPC")" basis, subject to and in accordance with the provisions of the Agreement. Notification of Award-Letter of Acceptance **414/23/BR/RFB-EPC/UGRIDP/2023** Dated **15.03.2024**
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs. **74,50,000.00 Rs. Seventy-Four Lakh Fifty Thousand only** (the "Guarantee Amount").
- (C) We, Punjab National Bank through our branch at Civil Lines SAKET, Meerut(251200) (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees



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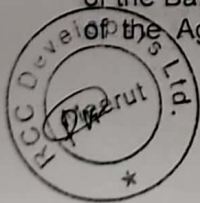
Punjab National Bank

पंजाब नैशनल बैंक

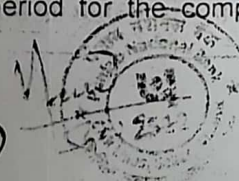
Punjab National Bank

and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of Deputy Secretary in the Ministry of External Affairs that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with.

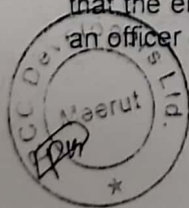


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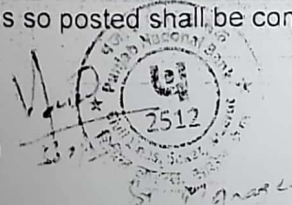


fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities here under.
8. The Guarantee shall cease to be in force and effect on 07.04.2025. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, Written demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.



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Punjab National Bank

Amritsar, Punjab, India

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Notwithstanding anything to the contrary contained herein:-

- Our liability under this Guarantee shall not exceed ₹[74,50,000.00]/-;
- This Bank Guarantee shall be valid up to 07.04.2025;
- Further, a claim period of 0 days after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;
- We are liable to pay up to the guarantee amount if and only if, we receive from you a written claim or demand within the validity period of the guarantee as above or within claim period, if any

Signed and sealed this 08th day of April, 2024 at Meerut SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:



[Signature]
Sr. Manager
officer.



Sr Manager



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