



INDIA NON JUDICIAL

Government of Punjab

e-Stamp

Certificate No.	:	IN-PB19681883971856W
Certificate Issued Date	:	27-May-2024 09:31 AM
Certificate Issued By	:	pbneamdeu
Account Reference	:	NEWIMPACC (SV)/ pb7122204/ GARHSANKAR/ PB-HS
Unique Doc. Reference	:	SUBIN-PBPPB712220439605710214501W
Purchased by	:	KUANTUM PAPERS LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an Agreement
Property Description	:	NA
Area of Property	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KUANTUM PAPERS LIMITED
Second Party	:	USHA HYDRO DYNAMICS LIMITED
Stamp Duty Paid By	:	KUANTUM PAPERS LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)
Social Infrastructure Cess(Rs.)	:	0 (Zero)
Total Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



Please write or type below this line

A circular library stamp with the text "BALVIR CHAND GARGHSHANKAR (HSP) LIBRARY, UNITED KUANTAN" around the perimeter. In the center, it says "ACC" and "PB7122204". There is a handwritten signature over the center text.

For Usha Hydro Dynamics Ltd.
S. Deepak Kumar

Victory



HE 0001996776

Statutory Alert:

- Statutory Note:**

 1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate
 3. In case of any discrepancy please inform the Competent Authority

DEED OF AGREEMENT

FOR HIGH PRESSURE CLEANING OF EVAPORATOR BOD AND OTHERS

This agreement made between:

M/S KUANTUM PAPER LIMITED, having its works and Registered Office at Village- Saila Khurd, District. – Hoshiarpur (Pb.) hereinafter referred to as first party.

AND

M/S USHA HYDRO DYNAMICS LIMITED through principal place of business 14/7, Mathura Road, Faridabad, Haryana, 121003 hereinafter referred to as second party.

Whereas, the First Party and the Second Party have mutually agreed to enter into contract No. PUR-SA-28E24A dated on 28th May 2024 effective from **01st May 2024** for High pressure cleaning of evaporator bod, under the following terms and conditions as set out hereunder:

1:00 SCOPE OF SERVICES

The scope entails cleaning of below mentioned CRP evaporator bodies and piping using two 780 bar pumps, including spare nozzles, accessories, and maintenance accessories.

S.NO	Particulars	No. of Plates /Tubes	Dia (mm)	Length (mm)	Heating Surface Area (Sq. Mtr)
1	1A Lamella	93	1500.00	10000.00	2544
2	1B Lamella	93	1500.00	10000.00	2544
3	1C Lamella	93	1500.00	10000.00	2544
4	2 nd Effect	1794	50.80	10000.00	2727
5	2S/3S Effect	1794	50.80	10000.00	2727
6	3 rd Effect	1794	50.80	10000.00	2727
7	4 th Effect	1515	50.80	10000.00	2302
8	5 th Effect	1515	50.80	10000.00	2302
9	6 th Effect	1515	50.80	10000.00	2302
10	7 th Effect	1515	50.80	10000.00	2302
11	Primary Surface Condenser	1402	25.40	8500.00	950
12	Secondary Surface Condenser	784	25.40	8500.00	530

The contract rate is established with consideration given to the deployment of two supervisors and an estimated 6-8 operators who will be present on-site continuously for the duration of the project to oversee and carry out the required tasks. This staffing arrangement ensures the seamless execution and timely completion of the project in accordance with the contractual requirements. The supervisors will provide guidance and supervision to the operators, ensuring adherence to safety protocols, quality standards, and project specifications. The presence of a sufficient number of operators facilitates efficient operation and allows for timely responses to any unforeseen circumstances or operational needs that may arise during the course of the project. This staffing configuration is essential for maintaining productivity, meeting project milestones, and delivering satisfactory results within the agreed-upon timeframe and budget.



Given that the Statement of Work encompasses high-pressure tasks, strict adherence to protocols and compliance is imperative during on-site deployment. All statutory requirements and certifications will be maintained, ensuring availability for internal and external audits on the executing floor. This commitment guarantees regulatory compliance and reinforces accountability in operations, fostering transparency and integrity in the execution of the project.

2:00 PRICE

- 2:01 Second party shall be paid for the entire jobs covered under the scope of work as lump sum monthly rate @**Rs.4,50,000.00/-**
- 2:02 For any additional services beyond the stated scope, covering the entire plant, the charge will be Rs. 550.00 per hour, incorporated into the monthly bill.
- 2:03 The Second Party will promptly file GST returns and accurately record all transactions. Any discrepancies must be corrected promptly. If the First Party suffers losses due to Second Party's non-compliance or tax non-payment, the Second Party shall indemnify and reimburse the First Party for such losses.
- 2:04 Running bills shall be paid monthly on timely submission of bills by 10th of every month.
- 2:05 Payments will be made by through NEFT/RTGS/Cheque.
- 2:06 The prices as mentioned above are firm and final during the entire period of execution of the contract and are exclusive of any other applicable taxes that may be levied.
- 2:07 The statutory deductions, if any, shall be made as per provisions of the respective acts while releasing the payment and certificate thereof, shall be issued in due course.
- 2:08 In conformity with governmental directives, the price shall be subject to adjustment in alignment with revisions in minimum wages periodically stipulated.
- 2:09 This contract shall be effective commencing on the **1st day of May, 2024**, and shall continue in force until the **30th day of April, 2025**.

3:00 TAXES AND DUTIES

The Service Tax, where applicable, must be paid separately at the actual amount. The Second Party is obligated to furnish a copy of the challan reflecting the credited Service Tax amount to their account, accompanying their invoice for the subsequent month. This ensures transparent documentation and compliance with tax regulations. Such submission facilitates the accurate recording and verification of tax payments, maintaining integrity in financial transactions between the parties involved.



4:00 TERMS OF PAYMENT

The Second Party shall submit their invoices on a monthly basis, accompanied by a reconciliation statement. Payment of said invoices shall be made within 07 days of their receipt.

5:00 RIGHT OF TERMINATION

In the event of breach of any terms and conditions of this contract by the Second Party, or if their work performance is deemed unsatisfactory, the First Party reserves the unequivocal right to terminate this contract at any time, upon giving two months' notice. In such circumstances, the Second Party shall bear full responsibility for all losses, damages, costs, and expenses incurred by the First Party due to said termination.

Should the Second Party wish to terminate the assignment, they must provide three months' prior notice to the First Party. However, during this notice period, the Second Party must ensure uninterrupted and smooth execution of all ongoing work."

6:00 SPECIAL TERMS AND CONDITIONS

- 6:01 If the contractor fails to complete the work within the stipulated timeframe, the management reserves the right to make alternative arrangements, with any excess costs incurred being charged to the contractor. Additionally, the management may impose a penalty on the contractor at its sole discretion.
- 6:02 In the event that any damage is caused directly or indirectly to the assets of the company as a result of mishandling or any other actions by the contractor's personnel, the contractor shall be held liable for the associated costs of repair or replacement. The contractor hereby agrees to indemnify and hold harmless the company from any and all liabilities, losses, damages, claims, or expenses arising out of such damage caused by the contractor's actions or omissions. The contractor shall be responsible for promptly reimbursing the company for any such costs incurred.
- 6:03 The Second Party hereby undertakes the obligation to provide accommodation to the deputed staff in accordance with the provisions delineated within this contract. Non-compliance with this obligation may lead to liabilities as specified herein.
- 6:04 The contractor shall guarantee the provision of an adequate workforce in compliance with the terms and conditions stipulated in the contract, upon the directive of the ceremonial end-user, to ensure the seamless advancement of all tasks delineated herein.
- 6:05 Any loss or damages resulting from negligent acts by the service provider to the company's assets or, production, whether direct or indirect, shall be recoverable from the contractor's invoice.



7:00 EMPLOYEES AND PERSON ENGAGED/INSURANCE

- 7:01 It is expressly declared that no such Employee/ Workman/ Engineer/ Supervisor shall, by reason of his/ her rendering any services under this contract, be deemed or construed to be employee or in our employment or having been engaged by first party and shall at all times be your employee/s and engaged by second party and be deemed and construed accordingly. Second party shall also be responsible for meeting and discharging all dues, claims and demand of these Employees/ Workmen / Workers/ Engineers/ Supervisors and first party shall be kept free and saved harmless and fully indemnified against any claims or demands or liabilities whatever made by them or their heirs/ legal representatives against us including but not limited to those arising out of their employment/ engagement by you or death or injury and whether under any statute or otherwise and also against any actions, proceedings, damages, losses and expenses caused to first party as a result of any such claims, demands or liabilities.
- 7:02 The provision of Clause 6:01 above shall equally apply to any workman or employee of your Sub-Second party/s, if any. The responsibility in respect of such persons shall also be solely and exclusively yours and you shall keep us similarly indemnified in respect of any claims or demands or liabilities as aforesaid.
- 7:03 Second party shall also be fully responsible for complying with all applicable terms, rules and regulations.
- 7:04 Second Party shall in respect your employees provide and maintain all other insurances, if any, which may be required under any law or regulations from time to time.
- 7:05 Second party shall ensure that similar insurance policies are taken out and maintained in respect of employees of your Sub-Second party (if any). Second party shall be responsible for any claims or losses other than consequential losses caused to us resulting from failure to obtain and maintain adequate insurance protections in connection thereof. You shall produce or cause to be produced the relevant policy or policies and premium receipts as and when required by us.
- 7:06 All the policies so mentioned above in all the clauses will remain inforce from the date of start of work at our site till the successful erection and commissioning at our site at Saini khurd.

8:00 OTHER TERMS AND CONDITIONS

- 8:01 The Annexures of this contract, if any; shall form integral part hereof and the terms and conditions stated in the Annexures shall be deemed and construed as stated in this contract itself.



8:02 This contract and its Annexures set out the terms and conditions for supply of equipment's as specified herein by you to us, as finally agreed upon between us and save and except as expressly provided in this contract and Annexures. The terms and conditions herein and in the Annexures shall supersede and override all previous documents including your offers or correspondence exchanged between the parties to the extent that any of the terms and conditions thereof are inconsistent with the terms and conditions of this contract/Annexures.

9:00 STATUTORY OBLIGATIONS

- 9:01 Second party will comply with all the statutory obligations applicable to your Contract, under Contract Labour Regulation & Abolition Act, Factories Act, Minimum wage Act, Payment of Wage Act and other Labour /Statutory Acts & Compliances like maintenance of records, contribution towards employer's share for ESI, welfare fund and Provident Fund etc. Second party will ensure to make payment of wages under compliance of minimum wages fixed by the State Govt. for the employees by 7th of following month. You will submit all the records to the Time Office for checking, latest by 5th of every month.
- 9:02 Second party will be responsible for all the legal and financial liabilities arising out of labour employed by you.

10:00 SAFETY REQUIREMENTS

- 10:01 Second party will ensure that all the workers employed by you will adhere to the Safety Norms as prescribed for the construction workers like: Wearing of helmet and shoes (with laces) is essential all the times.
- 10:02 Second party will submit a list of all of their employed workers with complete address to the Personnel and Store Departments. You will also ensure to get the Police Verification of all your employees to ensure their good behavior & conduct in past.
- 10:03 Second party will ensure that your employees at all the times will maintain good behavior & conduct and always follow & abide by the rules & regulations of the Company.
- 10:04 Second Party will not interfere with the work of other contractors employed by first party. Second party, their agents and all employees will strictly adhere to the rules and regulations of the company. For any failure of the compliance of these rules, the first party will have the right to take suitable action against you.
- 10:05 Second party will be solely responsible for any loss or damage to the property of the company due to negligence of your agents or your workers. The Company will have the right to recover any such loss from you.



8:02 This contract and its Annexures set out the terms and conditions for supply of equipment's as specified herein by you to us, as finally agreed upon between us and save and except as expressly provided in this contract and Annexures. The terms and conditions herein and in the Annexures shall supersede and override all previous documents including your offers or correspondence exchanged between the parties to the extent that any of the terms and conditions thereof are inconsistent with the terms and conditions of this contract/Annexures.

9:00 STATUTORY OBLIGATIONS

9:01 Second party will comply with all the statutory obligations applicable to your Contract, under Contract Labour Regulation & Abolition Act, Factories Act, Minimum wage Act, Payment of Wage Act and other Labour /Statutory Acts & Compliances like maintenance of records, contribution towards employer's share for ESI, welfare fund and Provident Fund etc. Second party will ensure to make payment of wages under compliance of minimum wages fixed by the State Govt. for the employees by 7th of following month. You will submit all the records to the Time Office for checking, latest by 5th of every month.

9:02 Second party will be responsible for all the legal and financial liabilities arising out of labour employed by you.

10:00 SAFETY REQUIREMENTS

10:01 Second party will ensure that all the workers employed by you will adhere to the Safety Norms as prescribed for the construction workers like: Wearing of helmet and shoes (with laces) is essential all the times.

10:02 Second party will submit a list of all of their employed workers with complete address to the Personnel and Store Departments. You will also ensure to get the Police Verification of all your employees to ensure their good behavior & conduct in past.

10:03 Second party will ensure that your employees at all the times will maintain good behavior & conduct and always follow & abide by the rules & regulations of the Company.

10:04 Second Party will not interfere with the work of other contractors employed by first party. Second party, their agents and all employees will strictly adhere to the rules and regulations of the company. For any failure of the compliance of these rules, the first party will have the right to take suitable action against you.

10:05 Second party will be solely responsible for any loss or damage to the property of the company due to negligence of your agents or your workers. The Company will have the right to recover any such loss from you.



10:06 Second party will not employ any person removed or terminated by any other second party or company.

10:07 Pan-Masala, Gutkha, cigarette and any other alcoholic drinks are strictly prohibited in Mill surroundings. The contract will be terminated if any of the labourer found in PM#4 godown immediately.

11:00 FORCE MAJEURE

Neither party shall be liable for delay in performance or non-performance caused by any Pandemic, War, Riots, Fire, Strikes and Lockout, resulting in stoppage of the entire plant operations of the Purchaser or the concerned manufacturing unit of the Seller, Earthquakes, Floods and other acts of God or by any other cause akin to the foregoing causes and beyond the reasonable control of the party thereby affected, provided however, that the party subject to such force majeure clause shall give written intimation of the same to the other party indicating the cause and its expected duration and :

- i. Provided always that the performance on the part of the affected party shall only remain suspended during the currency of the Force Majeure Clause, the period of performance extends to the extent of the duration of such cause.
- ii. It is further understood and agreed that in the event that the duration of Force Majeure extends to a period beyond one month then we shall have the option to put an end to this contract by giving a written notice to you, unless the parties would have agreed to re-negotiate this contract, and in the event of the termination of this contract, as aforesaid, the purchaser shall be bound either to return the equipment's already received by it from the Seller against the refund of all advances paid by it to the Seller, or to pay for the same at an agreed price after adjusting the advances already paid by it.

12:00 GOVERNING LAW AND ARBITRATION

The contract shall be governed and construed in accordance with the Indian Laws and Regulations and all matters arising out of the contract will be within the jurisdiction of Courts at Garhshankar, Distt Hoshiarpur (Pb).

First Party and Second party shall make every effort to resolve amicably by directing informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, Kuantum Papers Ltd. and the Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration.

All disputes arising in connection with the present Contract shall finally be settled under the Rules of Conciliation and arbitration of the Indian Chamber of Commerce by



one or more arbitrators, appointed in accordance with the said rules. The venue of such arbitration shall be in Chandigarh.

13:00 JURISDICTION

The Garhshankar courts only will have the exclusive jurisdiction in respect of this contract and all matters arising thereof and no other court will have jurisdiction in connection with the disputes or matters arising out of and/or relating to this contract.

14:00 ASSIGNMENT

Second party obligations under this purchase contract are not assignable to any other person. This shall be binding upon and inure to the benefit of the either party acquiring all substantially all of the business of the party.

This contract is being sent to second party in original and duplicate. Second party are requested to send us the duplicate copy duly signed and sealed in confirmation of your acceptance of this contract.

For KUANTUM PAPER LIMITED



Witness:

1. _____

2. _____

For USHA HYDRO DYNAMICS LIMITED

For Usha Hydro Dynamics Ltd.
Sandeep Kumar
Authorised Signatory

Authorised Signatory

1. _____

2. _____