



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Signature.....
 C Name KRISHNA DIXIT ACC Code UP14243804
 Address 26/72 A BIRHANA ROAD Mobile 9335734296
 20165 Tehsil & District Kanpur Nagar

Certificate No. : IN-UP28717063251159U
 Certificate Issued Date : 19-Oct-2022 03:47 PM
 Account Reference : NEWIMPACC (SV)/ up14243804/ KANPUR SADAR/ UP-KNP
 Unique Doc. Reference : SUBIN-UPUP1424380450157722336228U
 Purchased by : A R THERMOSETS PVT LTD
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Agreement or Memorandum of an agreement
 Consideration Price (Rs.) :
 First Party : NATIONAL HIGHWAY AUTHORITY OF INDIA RO JABALPUR MP
 Second Party : A R THERMOSETS PVT LTD
 Stamp Duty Paid By : A R THERMOSETS PVT LTD
 Stamp Duty Amount(Rs.) : 78,349
 (Seventy Eight Thousand Three Hundred And Forty Nine only)

सत्यमेव जयते



Please write or type below this line

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Statutory Alert:

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.

AGREEMENT

This agreement made on 20TH October 2022 between the National Highways Authority of India, New Delhi (hereinafter called the Employer on the one part and **M/s AR Thermosets Pvt. Ltd, 104 Chandralok Complex 26/72, Birhana Road Kanpur-208001** (herein after called "the Contractor") on the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz Restoration of alligator cracking on 4-lane of Baran Shivpuri section from Ch. 1184+32 (548.322, Raj) to Ch 1251.814 (615.814 RJ/MP Border/0.00 MP) of NH-27 in the state of Rajasthan.

AND WHEREAS pursuant to the bid submitted by the Contractor on **26.06.2022** (herein after referred to as the "BID" or "OFFER") for the execution of the work the employer by his letter of acceptance no. **NHAI/RO-JBL/GWL/NH-27/T-Ramnagar/MS/2022/185 dated 24.09.2022** accepted the offer submitted by the Contractor for execution and completion of such work and remedying of any defect thereon, at a contact price of Rs. **7,83,49,445/- (Rs Seven Crore Eighty Three Lacs Forty Nine Thousand Four Hundred and Forty five only)** on terms and condition in accordance with the document listed in para 2 below:-

AND WHEREAS the contractor by deed of undertaking dated 20th October 2022 has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of the contract, as stated in the bid, and also to complied with such terms and condition as may be required from time to time.

AND WHEREAS the contractor has agreed to undertake such work and has furnished performance security of Rs. **Rs. 23,50,485/- (Rs Twenty Three Lacs Fifty Thousand Four Hundred and Eighty Five only)** as per the provision of terms and condition of the bid documents.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement word and expressions shall have the same meaning as are respectively assigned to them in the condition of the contract hereinafter referred to:
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Contractor's Bid,
 - (d) Contract Data,
 - (e) Conditions of Contract
 - (f) Technical specifications
 - (g) Drawing if any
 - (h) Additional Condition and Maintenance Manual
 - (i) Scope of Work



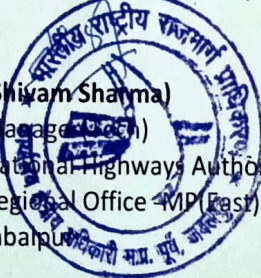
- (g) Bill of Quantities, and
- (h) RFP.

3. The foregoing documents shall be construed as complementary and mutually explanatory to one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

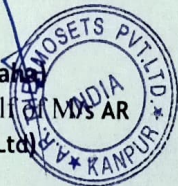
Binding Signature of Employer

(Shyam Sharma)
Manager (Tech)
National Highways Authority of India
Regional Office - MP (East)
Jabalpur



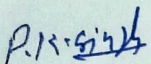
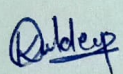
Binding Signature of Contractor

(Saurabh Kushwara)
(For and on behalf of)
Thermosets Pvt. Ltd.



(For on behalf of National Highways Authority of India, New Delhi)

In the presence of (employer side)

1. Signature: 
Name & Address: Prince K. Singh
2. Signature: 
Name & Address: KULDEEP SEN

In the Presence of (contractor side)

1. Signature: 
Name & Address: Krishna Gupta
Kanpur.
2. Signature: 
Name & Address: Manu Vishwakarma
Kanpur