

WHEREAS, M/s Rungta Enterprises, Kahalgaon, Bhagalpur has undertaken, in pursuance of Contract to execute Construction of Road CD Works Under Road name Kateli more Dauna PMGSY Road to Rampur Package No MMGSY-14-BNK-76.

AND WHEREAS is has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you. On behalf of the Contractor, up to a ustal of 5,54,000/-(Five lacs fifty four thousand only) Such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of 5,54,000/-as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

Authorized Signatory (Assistant General Manager) Authorized Signatory
(Office in Charge)

vereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or additional to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change additional or modification.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs.5,54,000/- (Rupees five Lacs fifty four thousand only)

(b) This Bank Guarantee shall be valid upto 07.05.2021

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before DF-05. 21(date of expiry of Guarantee)

(d) This Guarantee shall automatically stand cancelled on 07.05.21 unless otherwise extended further notwithstanding the original Guarantee document is not returned to us.

Authorized Signatory (Assistant General Manager)

ORIENTAL - 9431A

Deha Sinha . Authorized Signatory Officer in Charge)