

भारतीय गैर न्यायिक

पचास  
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FIFTY  
RUPEES

Rs. 50

INDIA NON JUDICIAL

अरुणाचल प्रदेश ARUNACHAL PRADESH

015291

AGREEMENT FOR BULK INDUSTRIAL CONSUMERS  
(EHT SUPPLY)



THIS AGREEMENT MADE ON THE NINETH DAY OF OCTOBER, TWO THOUSAND AND SIX (09-10-2006) BETWEEN THE Government of Arunachal Pradesh represented by the Chief Engineer(Power), Western Elect. Zone, Department of Power, Govt. of Arunachal Pradesh (hereinafter called the "Department" which expression shall, where the context so admits, includes its successor in office and assigns) of the one part and M/S PLATINUM ALLOYS PVT. LTD., Shri Niraj Sharma, Managing Director having its registered office at A-Sector, Naharlagun, District Papumpare, Arunachal Pradesh (hereinafter called the 'Consumer' which expression where the context so admits shall include his heirs, executors, administrators, legal representatives, successor in business and assigns) of the other part.

WHEREAS the Consumer, establishing a Ferro-Alloy, Ferro-silicon, Ferro-manganese, Silicon-manganese, Ferro-chrome, Calcium carbide, MS Rods(TMT) and MS Ingots and allied products) Industries at the stated location, has requested the Department to supply them with electrical

*Platinum Alloys Pvt. Ltd.*

*NIRAJ SHARMA*  
Managing Director

*3*  
Chief Engineer (Power),  
Western Electrical Zone,  
Dept. of Power, Itanagar

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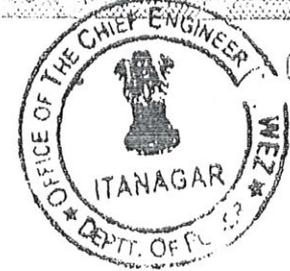


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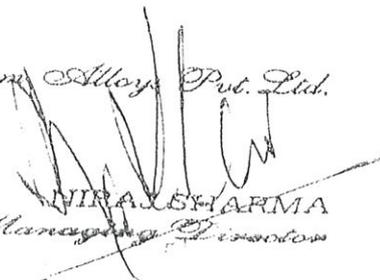
energy in bulk for such industrial purpose at the Consumer's premises at Tippi Industrial Estate near Bhalukpong and the Department has agreed to supply to the consumer such energy upon the terms and conditions hereinafter contained.

NOW THEREFORE, it is hereby declared and agreed by and between the parties hereto as follows:

1. **CONTRACT DEMAND AND CONNECTED LOAD**

1. Subject to the provision hereinafter contained and during the continuance of this agreement the Department shall give supply to the Consumer at one point or more, as the Department may decide for industrial purpose, at their premises referred to above up to maximum demand (hereinafter called the contract demand) subject to provision of clause 12 thereof.
2. The Consumer shall not sell the electrical energy taken as per clause 1.1 above of this agreement to any person(s) or individual(s) or organization(s) or any other establishment(s) under any circumstances except for their own use and their expansion of unit(s) within the contract demand.
3. The consumer shall not allow or sublet the use of power allotted to them to any other premise(s) or establishment(s) or extend the use of power beyond the declared contract load except for the sister concerns/unit without obtaining prior sanction in writing of the competent authority of the Department.

G. S. Sharma Alloy Pvt. Ltd.

  
NIRAJ SHARMA  
Managing Director

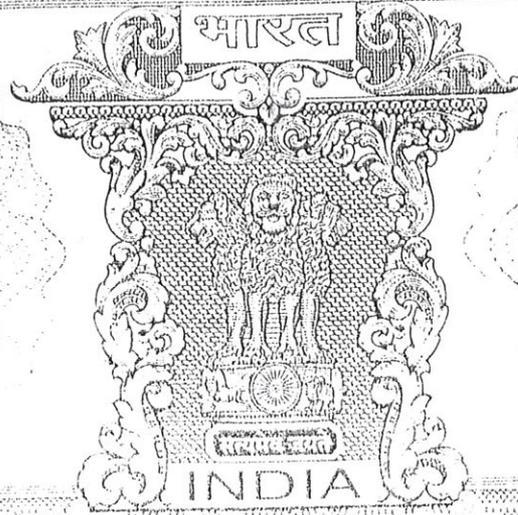
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Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. of Power, Itanagar

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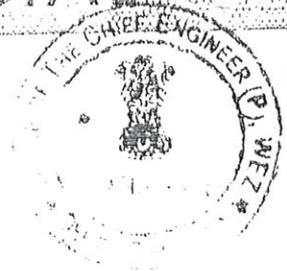


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1.4 The Consumer shall take the power up to the maximum of contracted demand of 35MW as agreed to on round the clock basis normally. In case the Consumer exceeds the limit of contact demand the Consumer shall have to pay for energy at a rate of 10% higher than the energy rate applicable.

1.5 The **Department** shall be at liberty to deviate from the contracted demand up to (minus) 10% of the contract demand or up to the extent proportionate to quantum of short fall, which ever is higher in the Central Sector Power share for Arunachal Pradesh and schedule the power accordingly on day to day basis

## 2. NATURE OF SUPPLY

2.1 The **Department** shall supply the power to the tune of 35 MW nominal voltage of 132KV at 50 Hz to the Consumer for the aforementioned purpose or round the clock basis.

2.2 The **Department** will provide the connection up to premises of the Consumer by constructing an exclusive 132KV single circuit line for the Consumer through a Loop-in Loop-out (LILO) arrangement on 132KV transmission system of North Eastern Electric Power Corporation herein after called NEEPCO.

2.3 Consumer shall construct the 132KV single Circuit LILO line, the associated sub station and the LILO switchyard (hereinafter referred to as project) as per clause 2.2 above on Build, Operate and Transfer (BOT) basis. The Department will provide 132KV/33KV switchyard/sub-station to be built in the premises of the consumer at the stated location

Maximum Allowable Pot. Ltd.

*(Signature)*  
NITAN SHARMA  
Managing Director

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*(Signature)*  
Chief Engineer (Power),  
Western Electrical Zone,  
Dept of Power, Discoms

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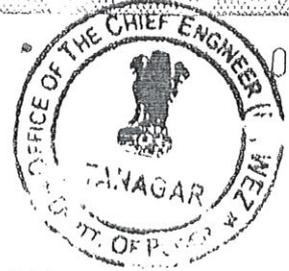


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- 2.4 The 132KV service line up-to the consumer's premises would be provided through LILO switchyard under the BOT scheme constructed at a suitable location near the consumer.
- 2.5 The consumer shall construct the entire LILO transmission system in an integrated manner as per provision made hereto.
- 2.6 The **Consumer** shall construct the project strictly within the estimated cost technically sanctioned by the **Department**.
- 2.7 The design drawing and the specification for the project to be constructed under clauses 2.2, 2.3, 2.4, 2.5 & 2.6 above shall be done by consumer and the consumer shall obtain the technical sanction of the project from the competent authority of the Chief Engineer of the **Department** before the commencement of the work.

2.8 The materials used must conform to relevant standard ISO/BIS/ISI.

2.9 The cost initially borne by the **Consumer** shall be adjusted against the energy bills starting with the first energy bill as follows:

#### 2.9.1 Mechanism of recovery and adjustment of construction cost

- i) 50% of the technically sanctioned amount which shall not exceed the DPR cost of Rs.913.00 Lacs (Nine hundred and thirteen lacs) would be recoverable by the consumer and adjusted in the energy bills as per recovery schedule provided in clause 2.9.2 agreed hereto. The amount incorporated in this agreement is provisional and subject to amendment in case of any changes in the same.
- ii) Any price escalations beyond technically sanctioned amount shall be borne by the Consumer.

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*Malinore Alloys Pvt. Ltd.*

*NRAJ BHAFMA*  
*Managing Director*

Chief Engineer (Power),  
Western Electrical Zone,  
Dept. of P.W.D. Itanagar

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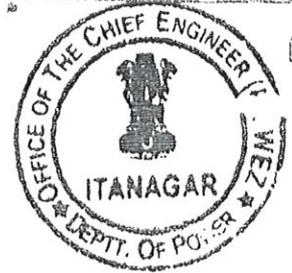


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- iii) The entire cost of connection system including protection switchgear, transformer sub station and all other assets beyond the said bay at the consumer's premises shall be borne by the consumer. However the design of the system shall require prior technical sanction of the Department.

2.9.2 Rate of recovery and adjustment of Construction cost.

- i) In the first year from the date of commencement of supply to the Consumer 15% of monthly energy bill shall be adjusted at the specified tariff rate against the project cost until the entire construction cost is recouped.
- ii) From the second year onward 10% of the monthly energy bill shall be adjusted until the project cost is fully recouped.
- iii) The Department shall reserve the right to get the expenditure audited through any legal and appropriate means and the Consumer shall provide all the documents for completing such an audit.
- iv) No interests or profits of any kind on the project cost shall be payable by the Department to the Consumer for under taking the construction of 132KV LILLO line and its associated LILLO sub-station.
- 2.10 The Department reserves the right to draw or evacuate power through the line for its domestic consumption subject to technical limits and constraints. Preferably without affecting the sanctioned load of the consumer under normal circumstances.

Hastings Alloy Pvt. Ltd.

NITESH SHARMA  
Managing Director

5

Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. Of P.C. & S.R.  
Itanagar

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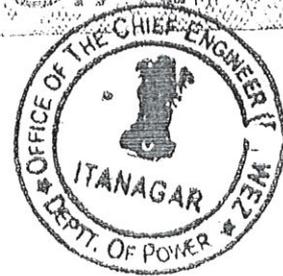
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3. OWNERSHIP:

3.1 Notwithstanding anything provided under proceeding clauses above, the assets created for providing energy to the consumer by constructing LILO line and sub-station, and irrespective of the assets being constructed by the Consumer by constructing LILO line and sub-station, and irrespective of the assets being constructed by the consumer on BOT basis, the responsibility of operation and maintenance and ownership of the assets up to the consumers sub-station shall be vested with the department from the date of commencement of supply.

3.2 The Service line from LILO switchyard to and including the transformation sub-station shall be consumer's property and shall be owned, maintained and operated by the consumer to the satisfaction of the Department.

4. COMMENCEMENT OF SUPPLY AND DELIVERY POINT

4.1 The Consumer shall begin to take electrical energy from the Department herein under the conditions of this agreement from the date (hereinafter or hereinbefore referred to as 'Date of commencement of supply') to be mutually agreed upon between the Department and the Consumer but not exceeding three months from the date on which intimation is sent in writing to the consumer by the Department that the supply of electrical energy to the fully extent of contract demand is available under this agreement.

*Halimn Allays Pvt. Ltd.*

*NRAJ SHARMA*  
Managing Director

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Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. c ver, Itanagar

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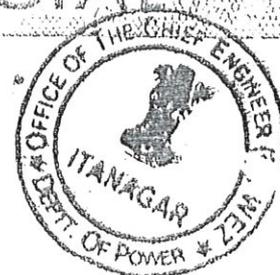


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4.2 The point of supply as well as metering point shall be at the Department's 132KV LILO switching station and the meter shall be referred as to 'Meter'. The Meter including CT&PT required for the measurement of electricity consumption by the consumer shall be installed by the Consumer as a part of project and shall be owned, operated and maintained by the Department. Such 'Meter' shall be capable of measuring and display KVA, KWH, KVAR power factor etc. the 'Meter' shall be of highest accuracy conforming to ISI specifications or as may be decided by the Department.

5. METER TESTING

5.1 The Consumer shall be entitled on application to the Department to have tests carried out on the meters at any time. The Expenses of such test shall be borne by the Consumer to be paid in advance to the Department. Such meters shall be deemed to be correct if the limits of the error do not exceed those laid down in rule 57 of the India Electricity rules, 1956 or any other statutory modification thereof as may be in force from time to time.

5.2 If the meter so tested as above is found to be defective or erroneous, the meter testing cost and the difference in amount on account of excess or under billing due to meter error would be adjusted in the energy bill of succeeding month. In case the meter is found to be correct the meter testing fee would be forfeited by the Department.

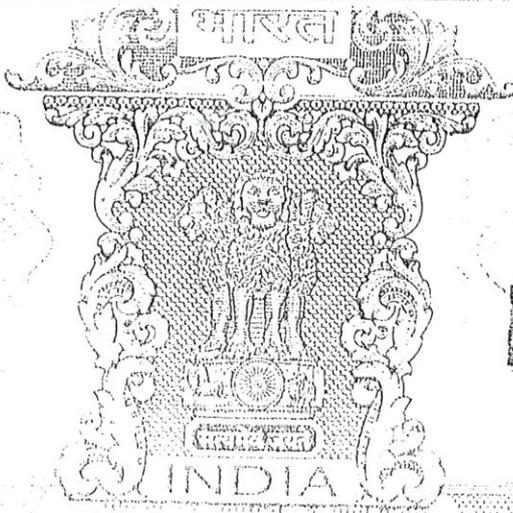
*Niraj Sharma*  
NIRAJ SHARMA  
Assistant Engineer

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Chief Engineer (Power),  
Western Region, Zone,  
Dept. of Power, Itanagar

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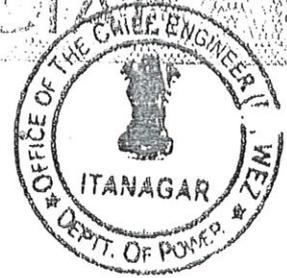


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- 5.3 In case the **Department** have reasons to doubt the correctness of the meter, the meter shall be tested at the expense of the **Department** with intimation to the consumer. Excess or short billing on account of error in the meter shall be dealt with as per existing Electricity Act in force.
- 5.4 During such time of meter testing or at the time of complete meter failure, the bills shall be prepared on the average of the bills of preceding consecutive 6 (six) months until a correct and calibrated meter is re-installed.

6. **METER READING**

- 6.1 The authorized representative of the **Department** shall take once in every month or at such intervals, the reading of Meter jointly with an authorized representative of the consumer. The reading so taken shall be binding and conclusive between the consumer and the **Department** as to the amount of demand and electrical energy supplied to the consumer. In case the consumer does not arrange for his representative to present at the time appointed for taking readings of the meters, the readings of the meter taken by the representatives of the **Department** shall be conclusive and the consumer shall not have any right to raise any objection whatsoever regarding the correctness or accuracy of the readings.

  
N. RAJ SHARMA  
Managing Director

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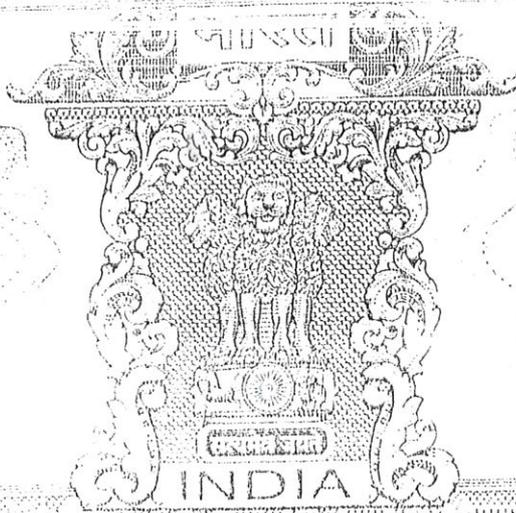
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Deptt. of Power, Itanagar

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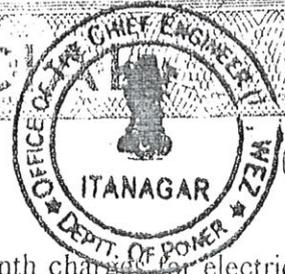
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आचल प्रदेश ARUNACHAL PRADESH  
COMMERCIAL TERMS AND CONDITIONS

7.1 **TARIFF:**

- a. The Consumers shall pay to the **Department** every month charges for electrical energy and fixed charges etc. supplied to the consumer during the preceding month in accordance with the tariff fixed under the clause 7.1 (ii) & (iv) of this agreement till the clause 7.1(iii) is invoked.
- b. **Energy charge:** The **Department** shall supply the consumer, the energy at a rate specified in the schedule below at 132KV, 50Hz exclusive of any tax or duty that may be applicable from time to time.  
✓ **Rate:** - Rs 2.20 per KWH round the clock at 132KV bus as per the Govt. Order No.PWRS/W-256/95-96(Vol-II)/1756-67 dtd 15-09-2006 in force subject to the change from time to time.
- ✓ c. The tariff structure of this agreement shall be subject to statutory regulations of the State Govt. or State Regulatory Commission, constituted for this purpose under the Electricity Act'2003 from time to time.
- ✓ d. **Minimum Charge:** A minimum charge of Rs 50,000 per MW of the contact power or a part thereof shall be payable by the consumer, on monthly basis except during major breakdown and maintenance shutdown.

*Mr. Arunachal Pradesh Pvt. Ltd.*

*MRAL SHARMA*

*Managing Director*

Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. of Power, Itanagar

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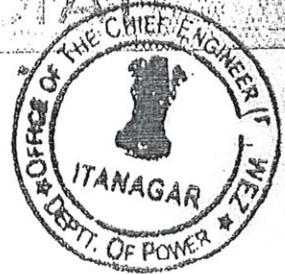


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- e. **Low Power Factor Penalty:** The consumer shall maintain a monthly average power factor of 0.85. In case the power factor falls below 0.85 a penalty @1% of the monthly bill for every 1% falls in power factor up to 0.60 and there after 2% of the monthly bill for every 1% fall shall be levied to the consumer.
- f. The other terms and condition of supply shall be guided by the schedule of Tariff 2006.

7.2 BILLING AND BILLING CYCLE

- i) The Department shall, within 3 days of taking of the meter reading deliver Consumer's energy bill in accordance with this agreement for the energy supplied at the rate as agreed in terms of 7.1 above and other charges payable by the consumer to the Department. The Consumer shall pay the same in full within 21 days from the date of receipt of the bill which has to be acknowledged by the consumer in the writing.
- ii) In the event of any dispute or differences pointed out in writing by the consumer informing the disagreement with the correctness of any bill or bills presented under the terms, thereof, the consumer shall never the less pay such bill or bills, within the aforesaid period of 21 days. Such dispute/discrepancies shall have to be raised in writing to the Department within 7 days of the presentation of the bill while making the payment. The Department shall make any adjustment as may be necessary due to incorrectness. If any, in such bill or bills and in the bill or bills of the succeeding months or the month succeeding the month of settlement.

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Padmanabha Allagar Pvt. Ltd.

NIRAJ SHARMA  
Managing Director

Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. of Power, Itanagar

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- iii) Where the demand recorded in any month shows in excess of the contract demand, the energy consumed during that period shall be charged as per clause 1.4 of this agreement

3. PAYMENT

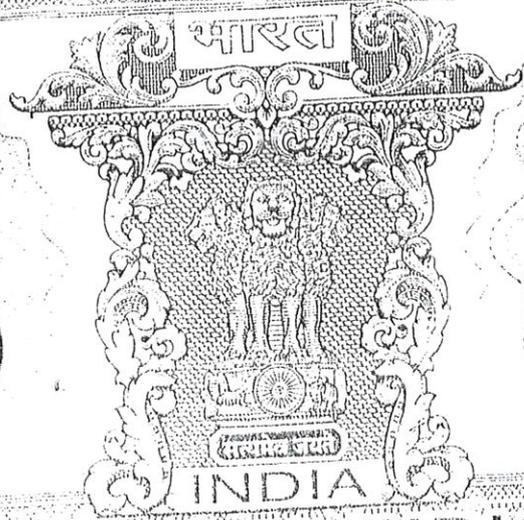
- 8.1 All the bills are payable within 21 days from the date of billing to avail rebate, wherever applicable. If the amount of the bill inclusive of arrears, if any, is not received in full within 21 days of due date specified thereon, a surcharge @18% per annum on the bill amount shall be levied.
- 8.2 Alternatively, the consumer shall pay the bills through an irrevocable revolving Letter of Credit (LOC) opened in the State Bank of India, Bomdila Branch in favour of the Executive Engineer(E), Bomdila Electrical Division. The LOC shall be opened and maintained at the cost of the consumer for an amount equivalent to the theoretical energy consumption in a month on 24 hours a day basis of the contract demand at the rate of energy and fixed charge agreed to this agreement.

*Signature*

*Signature*  
NIPU SHARMA  
Member, Director

Chief Engineer (Power),  
Western Electrical Zone,  
Dept. of Power, Itanagar

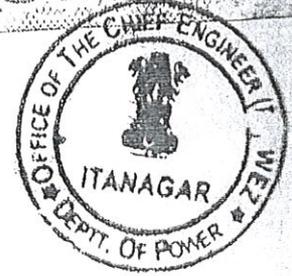
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9. SECURITY DEPOSIT
- 9.1 A Security Deposit at the rate of Rs 5.00 lakhs per MW is to be made by the Consumer as a Fixed Deposit in the name of the company and is to be pledged in favour of The Chief Engineer Power (WEZ) A/c Platinum Alloys Pvt. Ltd Itanagar which shall have to be submitted to the Department by the Consumer at the time of signing of this agreement. The interest on the deposit accrued shall be credited to the A/c of M/s Platinum Alloys(P) Ltd. And after the maturity the same shall be renewed for a further period.
- 9.2 In the event of default in the payment of all dues the Department shall forfeit the security deposit and terminate the supply immediately as per the provision of Indian Electricity Act '2003. Non payment of bills beyond 45 days from the due date shall be treated as default.

10. LINES AND SWITCHGEARS
- 10.1 All transformers, switchgears and other electrical equipments belonging to the consumers and directly connected to the feeders or lines of the Department shall be of suitable design and be maintained to the reasonable satisfaction of the Department. The settings of the fuses and relay on the consumer's control gear as well as the rupturing capacity of any of its circuit breakers shall be subject to the approval of the Department.

Platinum Alloys Pvt. Ltd.  
*[Signature]*  
NIRAJ SHARMA  
Managing Director

12

Chief Engineer (Power),  
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- 10.2 In the event of any defect(s) discovered in the **consumer's** installation connected to the **Department's** mains or any earth and leakage occurring on any section of the circuits so connected, the consumer, in the absence of any of the **Department's** authorized employee shall immediately disconnect such part of wiring apparatus from the circuit and notify the **Department**, and the **Department** shall reserve the right to disconnect at any time such sections from the supply system.
- 10.3 The **Department** shall under no responsibility of any kind in connection within the **Consumer's** installation or any apparatus on the **Consumer's** side of the supply point.

11 TESTING AND INSPECTION

- 1.1 The duly authorized employees of the **Department** shall be entitled at all reasonable time, to enter premises of the consumer for the purpose of inspecting and testing their (Consumer's) installation and/or inspecting and testing of any apparatus belonging to the **Department** on **Consumer's** premises or for doing all things necessary or incidental to the proper giving or maintaining power supply to the consumer.

*Platinum Alloy Pvt. Ltd.*

*NIRAJ SHARMA*  
Managing Director

13

Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. of Power, Itanagar

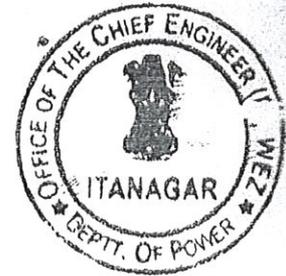
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12 ALTERATION AND ENHANCEMENT OF LOAD

- 12.1 In the event of the consumer desiring to increase or decrease his demand during continuation of this agreement, the **Department** may require the consumer to give at least 60 (sixty) days notice in writing stating the required increase in the contract demand and if the requisite power and material for meeting the additional demand are available, the supply shall be given within aforesaid four month's period.
- 12.2 Whereas the Consumer desires in writing to decrease his contract demand during the currency of initial period of agreement in reference to clause 12.1 above, the Consumer shall have to pay the **Department** within 14 days from the date of the notice in his behalf all the money then due and payable under this contract demand for the un-expired minimum period of supply as and by way of liquidating damages, and the decrease in contract demand will be effective from the date of receipt of full payment as referred above from the customer.
- 12.3 The Consumer shall pay to the **Department** any expenses incurred by reasons of alteration or on extension in respect of any service line, switch gears, Meters and other equipments necessitated to meet such altered contract demand on the request of the **Consumer**. And such alteration request may enable the Department the right to review this agreement in totality.

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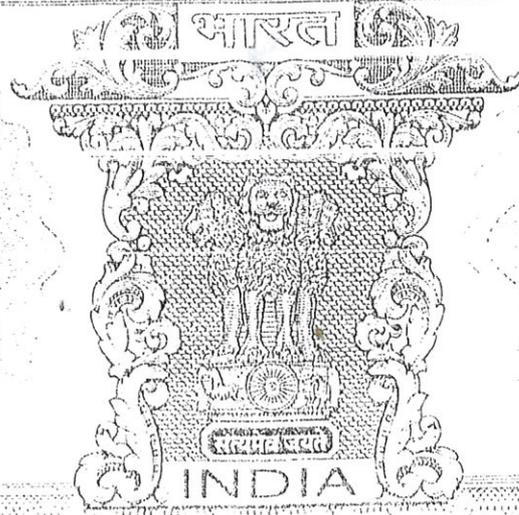
*Platinum Alloy Pvt. Ltd.*  
  
NIRAJ SHARMA  
Managing Director

Chief Engineer (Power)  
Western Electrical Zone  
Deptt. of Power, Itanagar

भारत गणराज्य

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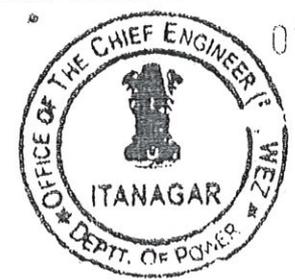


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**BREACH OF AGREEMENT AND PERIOD OF AGREEMENT**

- 13.1 The period of this agreement shall be initially for a period of 10 (Ten) years from the date of commencement of supply to the Consumer.
- 13.2 In the event of the consumer failing to comply with any of the provisions of the condition of supply as set out herein or failing to observe and fulfil the terms and conditions of this agreement on his part contained herein, it shall be lawful for the **Department** after giving 30 (thirty) days notice in writing to the consumer to discontinue the supply of energy, notwithstanding that the **Department** may have at any time previously omitted to exercise such power on similar failure of the consumer. The **Department** shall however on the cessation of such breach or non observance or non fulfilment of the terms and conditions of this agreement and on payment by the consumer of the expenses incurred by the **Department** in cutting off the supply, reconnect the supply with all reasonable speed.
- 13.3 During the continuance of this agreement the consumer shall not purchase the electrical energy from any other source except the **Department** without prior sanction of the **Department** in writing.

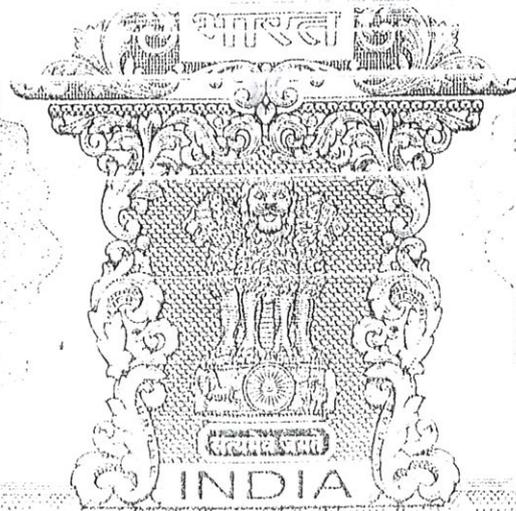
*Platinum Alloy Pvt. Ltd.*  
  
 NIRAJ SHARMA  
*Managing Director*

Chief Engineer (Power),  
 Western Electrical Zone,  
 Deptt. of Power, Itanagar

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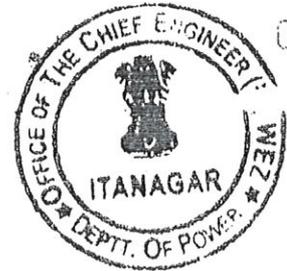


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RUPEES

Rs. 50

INDIA NON JUDICIAL

माचल प्रदेश ARUNACHAL PRADESH



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13.4 The Consumer shall not without the prior consent in writing of the Department assign, transfer or part with the benefit of this agreement and shall not in any manner part with or create any partial or separate interest in it.

13.5 If at any time during the continuance of this agreement the consumer shall:

- i) Being a limited company pass a resolution for winding up or be ordered to be wound up by a court of competent jurisdiction and being an individual or individuals commits any act of insolvency or be adjudged insolvent.
- ii) Execute or create any mortgage charge or other encumbrance on any property or assets of the consumer so to prejudicially affect the Departments electric plants apparatus and equipments, if any, at consumer's premises or any part thereof or any right exercisable by the Departments connection with the said electric plants, apparatus and equipments, the Department shall serve a warning notice to terminate this agreement by giving 60 (sixty) days notice in writing to the consumer and upon such termination the consumer shall forthwith pay to the Department all money then due and payable under the agreement together with further sum equal to the amount of the minimum and/or special guarantee for the unexpired minimum period of supply as and by way of liquidated damages

Platinum Alloy Pvt. Ltd.

  
MR. RAJ SHARMA  
Managing Director

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Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. of Power, Itanagar

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FIFTY  
RUPEES  
Rs.50



INDIA NON JUDICIAL

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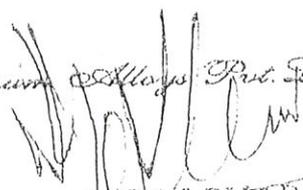


REGULATION OF SUPPLY

- 14.1 The **consumer** agrees to restrict or regulate consumption of electrical energy of 35MW under this agreement or as may be directed by the Chief Engineer (Power) of the **Department** in writing with prior intimation to the **consumer** if any emergency warrants such action to protect the stability of the grid and the system after meeting the local domestic requirements.
- 14.2 The **Department** shall have the right to discontinue temporarily the supply of power to the **Consumer** at any time at its discretion, whenever it becomes necessary for the purpose of testing of plant equipment's etc and on account of such temporary disconnection, the **consumer** shall not be entitle to any compensation whatsoever

OTHER CONDITIONS

- 15.1 The **Department** shall not be liable for any claim for loss, damage or compensation whatsoever arising out of failure, but in no case will this agreement extend to cases when such failure is attributable to orders of civil or military authorities, breakdown of machinery and plant caused directly or indirectly to war, mutiny, civil commotion, riot, strike, lockout, fire flood, tempest lightning, earth quake or other force majeure causes beyond the control of the **Department**.

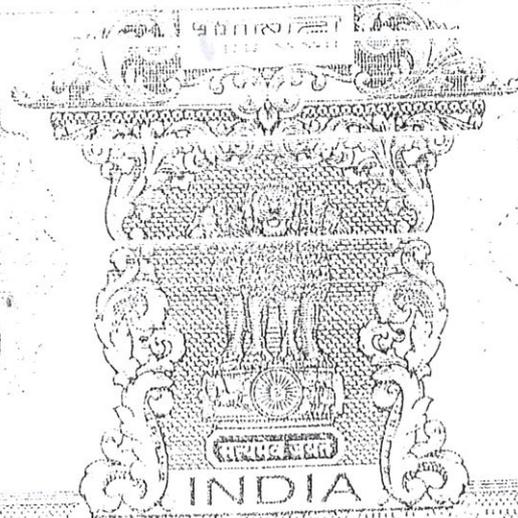
Platinum Alloys Pvt. Ltd.  
  
 N. R. SHARMA  
 Managing Director

17

Chief Engineer (Power)  
 Western Electrical 2  
 Deptt. of Power, Itanagar

पचास  
रुपये

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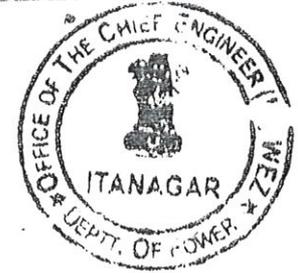


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- 15.2 Any restriction by Regional Load Dispatch Centres of the region or any other region on flow of power due to any transmission constraints or the Grid constraints will be treated as Force Majure with no liability for either side.
- 15.3 Whereas, the memorandum of Understanding (MoU) if any that has been signed or any other correspondence made between the authorized representative of the **Department** and the **Consumer** earlier shall cease to operate from the date of execution of this agreement.
- 15.4 This agreement shall be read and construed as subject in all respect to the provision of the Indian Electricity Act' 2003, or any other statutory modification thereof or by any Act of parliament or of State legislature for the time being in force and the rules and regulations made there under or any subsequent amendments or modification thereof so far as the same respectively may be applicable.
- 15.5 The **Consumer** shall bear the Stamp Duty valued Rs 10/- on this agreement.
- 15.6 The **Consumer** shall declare the connected load of the factory at the time of giving the connection and subsequently at the time when increased demand is met under this agreement.
- 15.7 All dispute arising under this agreement or touching or concerning any covenant or condition of this agreement shall be subject to the jurisdiction of Courts or Regulator/Commission in Arunachal Pradesh only.

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*Platinum Alloys Pvt. Ltd.*  
  
NBAJ SHARMA  
*Marketing Director*

Chief Engineer (Power),  
Western Electrical Zone,  
Deptt. of Power, Itanagar

