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NONACC (SV)/ as17050804/ GUWAHATI/ AS-KM

SUBIN-ASAS1705080494518208866697W

: BULWARK CEMENT LLP

Article 5 Agreement or Memorandum of an agreement

: NA

(Zero)

: BULWARK CEMENT LLP

: MEGHALAYA POWER DIRTRIBUTION LTD

BULWARK CEMENT LLP

: 100

(One Hundred only)



Please write or type below this lin

This is an integral part of Bank Guardia No. 645NDLS total 6525
Deted. 27 07 2024





2. The letter of decorate the localities is the users of the certificate

BANK GUARANTEE ICICI Bank Limited

(Incorporated in India)

BG Number: 6645NDLG00006525 Issuance Date: July 29, 2024



- 1 **BANK GUARANTEE**
- 2 To.
- 3 MEGHALAYA POWER DISTRIBUTION
- CORPORATION LIMITED LUM JINGSHAI 4
- SHORT ROUND ROAD, SHILLONG 793001, MEGHALAYA 5
- OUR REFERENCE:6645NDLG00006525 6
- **DATE OF ISSUE: 29/07/2024** 7
- APPLICANT: BULWARK CEMENT LLP 8
- GUARANTEE AMOUNT: Rs.52,65,000.00 9
- AMOUNT IN WORDS: Fifty Two Lakh Sixty Five Thousand Rupees and Zero Paise only 10
- EXPIRY DATE: 25/07/2025 11
- CLAIM DATE: 25/07/2025 12
- BG NO. 6645NDLG00006525 13
- 14 To.
- MEGHALAYA POWER DISTRIBUTION 15
- CORPORATION LIMITED LUM JINGSHA 16
- SHORT ROUND ROAD, SHILLONG X9300 17
- 1 In consideration of Meghalaya Rower Distribution Corporation Limited, a Company 18
- incorporated under the companies Act 1956, having its registered office at Lum Jingshai, 19
- Short Round Shillong 793001 Meghalaya (Hereinafter called "Entity") have issued a demand 20
- letter towards load security deposit against connection applied by BULWARK CEMENTS LLP, 21
- a LLP incorporated under the companies Act 1956 and having its Corporate office and it's 22
- place of Business at RI BHOI UMTRU ROAD, BYRNIHAT, UPPER BALIAN, RI BHOI BYRNIHAT 23
- MEGHALAYA-793001, (Herein called "Bulwark Cement LLP) for drawl of power for use in
- 24 manufacturing of Cement, We ICICI Bank Ltd a Banking Company within the meaning of
- 25 Companies Act 1956 a having it's registered Office at ICICI Bank Tower, Near Chakli Circle,
- 26 Old Padra Road, Vadodara, Gujarat, Pin – 390007 and brnach address at Guwahati - M S 27
- Road (Herein referred to as "BANK") at the request of Bulwark Cement LLP, do hereby 28
- undertake to pay to Entity by reason of Bulwark Cement LLP defaulting / failing to remit to
- 29
- Entity the monthly electricity Bills (as defined in MSERC Supply Code) payable by Bulwark 30
- Cement LLP on demand made by Entity to the extent of Shortfall in remittance of monthly 31
- electricity bills by Bulwark Cement LLP. 32

Page 1 of 3

The beneficiary may, in its dwn interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance from a branch of ICICI Bank other than the issuing branch.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gujarat Phone: +91-265-6722286, CIN L65190GJ1994PLC021012

Note: This duplicate copy is for the exclusive records of the applicant and any request including claim made by any person based on this copy shall not be honoured by ICICI Bank.

BANK GUARANTEE

BG Number: 6645NDLG00006525 Issuance Date: July 29, 2024



ICICI Bank Limited (Incorporated in India)

- 33 2 Entity shall have authority to invoke the Bank guarantee solely in case of:
- 34 2.1 Short or non-remittance of the monthly electricity Bills by Bulwark Cement LLP towards
- electricity consumption within the stipulated time period as specified in the MSERC Electricity 35
- 36 Supply, and
- 2.2 When due to such short or non-remittance, any claims fines or penalties are chargeable by 37
- the Entity and the same is solely and directly attributable to the actions and omissions of 38
- Bulwark Cement LLP, however the claim amount shall not exceed the BG amount i.e. 39
- Rs.52,65,000.00 (Fifty Two Lakh Sixty Five Thousand Rupees and Zero Paise only) 40
- 3 Bank undertakes to pay the amount due and payable under this guarantee on a written 41
- demand from Entity, stating that the monthly electricity bill amount claimed is due from 42
- Bulwark Cement LLP to Entity. Any such demand made on the bank shall be conclusive as 43
- regards the amount due and payable by Bulwark Cement LLP Under this guarantee and shall 44
- be restricted to an amount not Rs.52,65,000.00 (Fifty Five Lakh Sixty Five Thousand Rupees 45
- and Zero Paise only). Bank shall intimate Bulwark Cement LLP Two days before the disbursal 46
- of bank guarantee claim money to Entity. 47
- 4. We, ICICI Bank Ltd, undertake to por to Entity on sum up Rs 52,65,000.00 (Fifty Two Lakh 48
- Sixty Five Thousand Rupees and Zero Paise and not withstanding any disputes raised by 49
- Entity any suit or proceeding ending before any Court, tribunal, arbitrator relating to the 50
- agreement Bank's liability wooder this present guarantee being absolute and unequivocal. The 51
- payment so made by the bank under this guarantee shall be valid discharge of the bank's 52
- liability for payment there under and Entity shall have no claim against the Bank once such 53
- bank guarantee amount has been paid by the bank. 54
- 5. We ICICI Bank, further agree that the guarantee here in contained shall remain in force and 55
- effect for a period up to 25/07/2025 from the date of issuance. Unless a demand or claim 56
- under agreement is made on us in writing on or before the 25/07/2025 (expiry date), Banks 57
- shall be discharged from all the liability under this guarantee their after but not later than last 58
- date of validity of the BG. 59
- 6.We ICICI Bank lastly undertake not to revoke this guarantee during it's currency except with 60
- the previous consent of Entity in writing. 61
- 7. Not with stamping, anything contained herein. 62

Page 2 of 3

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BANK GUARANTEE ICICI Bank Limited

Issuance Date: July 29, 2024



(Incorporated in India)

63 7.1 Bank`s liability under this guarantee shall not exceeds Rs 52,65,000.00 (Fifty Two Lakh

BG Number: 6645NDLG00006525

- Sixty Five Thousand Rupees and Zero Paise only) Bank shall be liable to pay the guaranteed 64
- amount or any part thereof under this bank guarantee only if Entity serves upon the bank a 65
- written claim or demand on or before 25/07/2025 66
- 7.2 It is agreed to by the bank that for any dispute arises concerning to pay the request 67
- amount to Entity under the terms of this guarantee the competent court at Guwahati alone 68
- shall have the judication to determine the said dispute and that this shall be without prejudice 69
- to the liability to the bank under the terms of this guarantee being unequivocal and 70
- unconditional as mentioned above. This guarantee will be returned to the bank (a) as soon as 71
- the purpose for which it is issued gets fulfilled (b) at the end of the duration of the period of 72
- validity of this Bank guarantee. 73
- NOTWITHSTANDING anything contained herein: 74
- 1. Our liability under this Bank guarantee shall not exceed Rs. 52,65,000.00 (Fifty Two Lakh 75
- Sixty Five Thousand Rupees and Zero Paise only) 76
- 2. This Bank guarantee Shall be Valid till 25/07/2025 77
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee 78
- only and only if you serve upon us a written claim or demand on or before 25/07/2025 79
- All claims under this guarantee shall be payable at ICICI Bank Ltd, B.R. Kalita Commercial 80
- Complex, M. S. Road, Fancy Bazar, Suwahati 281001 is agreed to by the bank that for any dispute arises concerning to boy the request amount to Entity under the terms of this 81
- 82
- guarantee the competent count at Guwangti alone shall have the judication to determine the 83
- said dispute and that this shall be without prejudice to the liability to the bank under the 84
- terms of this guarantee being unequivocal and unconditional as mentioned above. This
- 85 guarantee will be returned to the bank (a) as soon as the purpose for which it is issued gets 86
- fulfilled (b) at the end of the duration of the period of validity of this Bank guarantee. 87
- This Guarantee will be return to us as soon as the purpose for which it is issued is fulfilled. 88
- The BG Confirmation letter no 6645NDLG00006525 is an integral part of the BG No 89
- 6645NDLG00006525 90
- Date: 29/07/2024 91
- Place: Guwahati M S Road 92

Page 3 of 3

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance from a branch of ICICI Bank other than the issuing branch.

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