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 Account Reference : CSCACC (GV)/ mlcsceg07/ ML-WGHAMI0001/ ML-WGH
 Unique Doc. Reference : SUBIN-MLMLCSCEG0713959985203561X
 Purchased by : INDUS TOWER LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MEGHALAYA POWER DISTRIBUTION CORPORATION LIMITED
 Second Party : INDUS TOWER LIMITED
 Stamp Duty Paid By : INDUS TOWER LIMITED
 Stamp Duty Amount(Rs.) : 20
 (Twenty only)



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AGREEMENT

This Stamp paper forms an Agreement between Meghalaya Power Distribution Corporation limited (MePDCL) & Indus Towers Ltd. for the location : Chibringee (GTGREL)

Baghmara, South Garo Hills, Meghalaya

QIE 0026097641

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.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.
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AGREEMENT FORM FOR SELF-EXECUTION OF WORKS

THIS AGREEMENT made on the 11th day of April Two thousand and 05 Between MePDCL (Name of the Licenses) (here in after called "THE LICENSE" Which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the ONE PART/FIRST PARTY and Indus Tower Limited (Which term or expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, successors, representative, administrators and assign include his legal representative) with present address MePDCL, Baghmara herewith referred to as "CONTRACTOR" ON THE OTHER PART/SECOND PARTY. WHEREAS the Contractor has requested the license to permit the contractor to carry out works of laying service line and or dedicated distribution facilities for the power supply requisitioned by him situated at Chibringre, Baghmara In the district of South Garo Hills for the purpose of Mobile Tower and the license has agreed to permit the same on terms and conditions stipulated hereunder.

TERMS AND CONDITIONS FOR SELF EXECUTION OF WORKS

1. **Definition:** Certain terms used in this Agreement are defined hereunder.

- 1.1 "The Contract" means the LOA, Contract Agreement entered between the Owner and the Contractor, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 "The Services" means all those services necessary for the completion of the work, including erection, shifting, testing and any other incidental services etc. and other such obligations of the Contractor covered under the contract.
- 1.3 "The Owner" means the License herein the "Meghalaya Power Distribution Corporation Ltd":
- 1.4 "The Contractor" means the consumer/ individual or firm allowed to carry out the complete scope of work under this contract.
- 1.5 "The Estimate Cost" means the standard estimate consisting of the cost of material and labour charge.

2. **Commencement:**

- 2.1 This Agreement shall commence from its date of execution mentioned above/deemed to have commenced from.....(Effective Date)
- 2.2 This Agreement shall be in force for a period of Month(s) unless terminated by the Owner by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The Owner shall have the right at its discretion to renew this Agreement in writing, for a further term of months on the mutually agreed terms & conditions.

3. **Scope of work:**

- 3.1 The Consumer shall ensure that the execution of work is as specified by Owner and as per MSERC's (Electricity Supply Code) Regulation 2018.

for Milton Koch



3.2 The Consumer shall ensure that drawings, Guaranteed Technical Particular (GTPs), Test Certificate are approved by the Owner.

3.3 In the case of shifting of infrastructure including lines and substation, the dismantled material shall be the property of the Owner.

3.4 All reusable materials before they can be utilized in the re-alignment of infrastructure shall be certified by Owner.

3.5 Any additional cost that may arise during the shifting and/or alignment of the infrastructure that may affect the power supply to the existing consumers shall be at the Consumer's cost.

3.6 All Shutdown proposals required to undertake shall be submitted to Owner 3(three) days in advance. No prolonged Shutdown that may adversely affect the existing consumers will be granted.

3.7 The contractor shall make his own arrangements for transport, to and from the sites of all materials, required for works.

3.8 For execution of works, the Contractor engaged shall be an Electrical Contractor who possessed valid License from Senior Electrical Inspector, Govt of Meghalaya.

3.9 The Contractor engaged should obtain the Permit to Work (PTW) from the licensee before commencement of the assigned job/work.

After every completion of the job the concern AEE of the licensee should be inform for official withdrawal of shutdown of work.

3.10 After completion of Shifting works the Contractor shall informed the concerned AEE(Distribution) for joint inspection. The AEE concerned shall Inspected the work/Installation within 10(Ten) working days of receipt of request for inspection and shall satisfy themselves that work has been executed satisfactorily.

3.11 Upon satisfying that the work has been executed satisfactorily, the Contractor shall hand over the infrastructure including lines, substations and associated equipment to Owner through a take-over certificate. This shall also be accompanied by copies of the NOC granted to the Contractor by the land owner/local durbar/government for the establishment of the infrastructure.

4. **Applicability of this agreement:** This agreement is applicable, subject to consent by the appropriate authority of Owner for "self-execution" of works.

4.1 Under section 3.4 read with section 3.2 (6) of the MSERC's (Electricity Supply Code) Regulation 2018.

4.2 Under section 3.4 read with section 5.3 of the MSERC's (Electricity Supply Code) Regulation 2018.

4.3 Where, under exceptional cases, consent by the appropriate authority of Owner for "self-execution" is obtained by the Contractor for works related to dismantling/shifting/realignment of the infrastructure belonging to the Owner, subject that such infrastructure is handed over to the Owner on completion of work.

5. **Performance Guarantee:** The Performance Guarantee will be applicable for works under section 4.3 above.

5.1 The Consumers has to furnish a performance guarantee (PG) for an amount for three percent (3%) of the estimated cost in the form of Bank Guarantee/Call deposit/Term Deposit from a scheduled commercial bank.

Milton Koch



5.2 The performance guarantee is required to protect the interest of the Owner against delay in supply/installation/execution and or the risk of unsuccessful implementation of the project which may warrant invoking of performance guarantee.

5.3 The performance guarantee shall be valid up to date of handing over of the infrastructure including lines and substation by the Contractor to the Owner.

5.4 The proceeds of the performance security shall be payable to the Owner as compensation for any loss resulting from the Consumer's failure to complete its obligation under the Contract.

5.5 The performance security will be discharged by the Owner and returned to the consumer not later than seven (7) days after the date of handing over of the infrastructure including lines and substation by the Contractor to the Owner.

5.6 Agreement for commencement of work will be executed after the performance guarantee is furnished by the Contractor.

6. **Supervision Charge:** The Contractor shall pay the supervision charge which is calculated @ 7.5% of the total of the cost of materials, labour charge and dismantling charge of the estimate payable by the contractor subject to a minimum amount of Rs.1.5 lakh (Rupees one lakh fifty thousand) only, GST is extra and as applicable.

7. **Liabilities/obligation:**

7.1 The Owner's Duties/Responsibility (if any)

7.1.1 To process and provide consent to application for work.

7.2.2 To inspect and approve drawings, Guarantee Technical Particulars (GTP) Test certificate.

7.3.3 To provide Shutdown as may be required within the scope of works.

7.4.4 Testing of lines and equipment.

8. **Contractor Duties:**

8.1 Contractor responsibilities.

8.1.1 To adhere to the terms and conditions documented in this Agreement.

8.2.2 To arrange for the Right of Way (ROW) at its own cost.

8.1.3 To submit all documents, test report, GTPs etc and obtaining approval from the office of the Addl. Chief Engineer (P&D), MePDCL before procurement of materials/ equipments.

8.3.4 Contractor, if permitted to sub-contract, shall ensure that Contractor personal and its sub-contractors will abide by all reasonable directives issued by the Owner, including those set forth in the Owner's standards, policies and procedures (to extend applicable) all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Owner from time to time.

Milton Kool



9. Sub Contracting:

9.1 Contractor has to obtain written permission from the Owner before contracting any work to Sub-Contractors. Owner as its own discretion may permit or deny the same.

9.2 In case of sub-contracting permitted, Contractor is responsible for all the service provided to the Owner regardless of which entity is conducting the operations. The Contractor is also responsible for ensuring that the Sub-Contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to the Contractor mentioned in this Agreement. Owner reserves the right to conduct independent audit in this regard.

9.3 Before engaging Sub-Contractor, the Contractor shall carry out due diligence process on sub-contracting/sub-contractor to the satisfaction of the Owner and Owner shall have access to such records.

9.4 Contractors shall provide sub-contracting details to the Owner and if required, Owner may evaluate the same. Notwithstanding approval of the Owner for sub-contracting, the Contractor shall remain liable to the Owner for all acts/omissions of Sub-Contractors.

10. Compliance of provisions of Electricity Supply Code:

Both the parties hereby agree to comply with the provisions of Meghalaya Electricity Regulatory Commission (Electricity Supply Code) Regulation, 2018 to extent they applicable including amendments & addendums made to it from time to time.

11. Representation and Warranties:

11.1 Each of the parties represent and warrants in relation to itself to other that:

11.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

11.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

11.1.3 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

11.1.4 The execution and performance of this Agreement by either of the Parties does not and shall not violet any provision of any of the existing Agreement with any of the party and any other third party.

12. Additional Representation and Warranties by Contractors:

12.1 The Contractor shall perform the Service and carry out its obligation under the Agreement with due diligence, efficiency and economy, In accordance with generally accepted techniques and practise.

12.2 The Contractor has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise to carry out the work.

12.3 The Contractor shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Contractor in rendering the Services under this Agreement

Mithun Koch



have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall engaged by the Contractor unless such person is found to be suitable in such verification and the Contractor shall retain the records of such verification and shall produce the same to the Owner as and when requested.

12.4 Contractors shall assume responsibility and also hold the Owner harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Contractor, arising out of Contractor's performance of services hereunder.

12.5 Prior to the date of handing over of the infrastructure including lines and sub-station by the Contractor to the Owner, if any materials or any component thereof is supplied by Contractor is inoperable or suffers degraded performance, Contractor shall, at the Owner's request, promptly replace the defective materials or specified component with new one. Such replacement shall be accomplished without any adverse impact on the Owner's operation within agreed time from and without any additional cost to the Owner.

13. Taxes and duties: The Contractor shall bear and pay all taxes, duties, fees and other impositions as may be levied under applicable law. The Owner shall not bear any tax liability whatsoever.

14. Force Majeure:

14.1 Force majeure is herein defined as any causes which is beyond the control of the contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

(i) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.

(ii) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees and embargo.

14.1.2 Provided either party shall within 15 (fifteen) days from the occurrence of such a cause notify the other in writing of such causes.

14.1.3 Neither party shall be liable to other party for loss or damage sustained by the other party arising from any event referred to in cause 14.1 or delays arising from such event.

15. Termination of contract on Contractor's default:

15.1 The Owner, without prejudice to any other remedy for breach of Contract, by written notice of default sent to default sent to the Contractor, may be terminate this Contract in whole or in part.

15.1.1 If the Contractor fails to complete any part of all the work or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Owner.

15.1.2 If the Contractor fails to perform any other obligation(s) under the contract. In this event, termination will be without compensation to the Contractor.

Mithun Koda

16. Arbitration:

Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the Parties. Settlement of any dispute arising during the execution of the contract shall be Shillong jurisdiction.

17. Correspondence:

All correspondence related to this work shall be addressed to The Executive Engineer,
..... (Owner).

Authorize signatories for and on behalf of Meghalaya Power Distribution Corporation Limited

1. Signature:

Name:

Address:

Seal:

[Signature]
Executive Engineer
SGH Distribution Division
Me.P.D.C.L, Baghmara

Witness:

Signature:

Name:

Address:

Seal:

[Signature]
11/7/25

S. D. Shiron

Baghmara

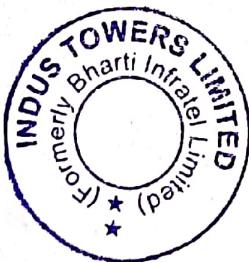
Authorize signatories for and on behalf of Mobile Tower Ltd:

1. Signature:

Name:

Address:

Seal:

[Signature]
Vivek Vishwakarma


Witness:

Signature:

Name:

Address:

Seal:

[Signature]

Mithor Koch

Tura

2. Signature:

Name:

Address:

Seal:

