

WEST BENGAL STATE ELECTRICITY BOARD

AGREEMENT FOR THE SUPPLY OF ELECTRICAL ENERGY AT EXTRA HIGH / HIGH VOLTAGE

Memorandum of Agreement made this Twenty First day of August Two Thousand and Six

Between WEST BENGAL STATE ELECTRICITY BOARD (hereinafter referred to as the 'Board') a Statutory Body Constituted under The Electricity (Supply) Act, 1948 (LIV of 1948) having its Head Office at Vidyut Bhavan, Block-DJ, Sector-II, Bidhan Nagar, Kolkata - 700 091 of the one Part AND M/s. Ramsarup Lohh Udyog Limited, 4C, Kiron Shankar Roy Road, "Hastings Chambers", Kolkata-700001.

(hereinafter referred to as the "Consumer(s)" which expression shall include his / its / their executors and administrators, legal representatives, successors & permitted assigns where the context so admits) of the Other Part.

WHEREAS the Consumer(s) has / have requested the Board to provide for supply of electrical energy for use in the Consumer's / Consumers' premises and the Board has agreed to provide such supply of energy upon the terms and conditions hereinafter set forth.

WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows :-

- The Board shall supply to the Consumer(s) and the Consumer(s) shall take at the point of supply electrical energy for ~~Industrial / Non-Industrial / Public Utility Services / Cold Storage / Housing Complex / Multi-Storied Building / Community Irrigation / Agriculture~~ purposes at the following premises at Sahachawk, On NH-6 Highway, Kharagpur-721301, P.S - Sadatpur, Dist. - Paschim Medinipur.
- The electrical energy so supplied shall be of three phase, alternating current at a declared pressure of ~~132/66/33/11/6.6~~ Kilo Volts between phases and frequency of fifty complete cycles per, second at the point of supply.
- Subject to the provisions of Clause 21 hereinafter contained the consumer(s) shall be entitled for the said purposes to such supply upto but not exceeding maximum number of Kilovolt-ampere for each of the first five years of supply as mentioned in Schedule hereto (hereinafter referred to as the "Contract Demand") which shall be deemed to be part of this Agreement.
- (1) The Consumer(s) shall being to take electrical energy from the Board under the conditions of this Agreement from the date (hereinafter referred to as the date of commencement of supply) to be mutually agreed upon but not exceeding two months from the date on which intimation is sent in writing to the Consumer(s) by the Board that the supply of electrical energy to the full extent of the Contract Demand is available under this Agreement.
 - (2) In case the Consumer(s) fails / fail and / or neglects / neglect to provide necessary requisites for the purposes, of completing the service connection work by the Board, a notice shall be served upon the Consumer(s) by the Board allowing two months' time for the same.

For RAMSARUP LOHH UDYOG LIMITED

Managing Director.

- (3) If the Consumer(s) fails / fail and / or neglects / neglect to obtain the supply of electrical energy as from the date when the same is available for supply, the Consumer(s) shall be liable to pay to the Board from the date when the Consumer(s) should have taken the supply in terms of Clause 4(1) or from the date when the Board's work was held up due to failure / negligence of the Consumer(s) as per Clause 4(2), the minimum charges which are provided hereinafter to be payable by the Consumer(s) irrespective of the fact that the Consumer(s) has / have not consumed any electrical energy.

For RAMSARANI LOHN UDYOG LIMITED

5. Unless otherwise agreed upon the point of supply shall be the terminal point of line at Board's 132kv Sub-station.

6. (1) The Board shall supply electrical energy to the consumer(s) at the above mentioned point of supply provided that:

For RAMSARANI LOHN UDYOG LIMITED

Managing Director

The Board shall be entitled to payment by the Consumer(s) a sum of Rs 4,79,25,000/- towards the cost of high voltage / extra high voltage line, equipments, etc. (hereinafter collectively referred to as Service Line) and Apparatus necessary to laydown or place for the purpose of giving supply at the point mentioned hereof and the Consumer(s) shall pay to the Board such cost when called upon to do so.

- (ii) Whenever necessary the Board may require the Consumer(s) to arrange for requisite way leaves at his / its / their own costs and pay the Board the cost of diversion of the service line, if the owner(s) of the land through which the existing service line ask(s) the Board to withdraw the service line at any point of time.

- (2) The above service Line and Apparatus, although paid for by Consumer(s), shall remain the property of and be maintained by the Board. The Board shall also be entitled to supply other Consumer(s) from such Service Line and/or Apparatus fixed in the consumer's/ consumers' Sub-station mentioned in Clause 6 hereof and for that purpose to erect and maintain such additional lines and apparatus as may from time to time be required.

7. (1) At the point of supply mentioned in Clause 5 above, subject to the conditions hereinafter contained, the Board shall provide and erect such Switchgear or Isolator and Metering Equipments (hereinafter referred to as the "Board's Apparatus") as may be necessary to afford control by the Board of the supply and to measure the same.

- (2) The Board may, however, at its discretion provide metering equipment on secondary side of Consumer's /Consumers' transformer and in such cases 3% shall be added to the recorded maximum demand and kilowatt hours to cover transformation loss.

8. The consumer(s) if so required by the Board, shall provide and maintain at his / its / their own expense an accommodation (hereinafter called the "Consumer's/Consumers' Sub-Station") of a size and construction to be approved by the Board for reception of the electric lines and apparatus provided for the purpose of the supply and for accommodating the apparatus mentioned in Clause-7 above to be installed for the purpose of providing, transforming, controlling and/or metering the supply.

9. (1) All transformers, Switchgears and other Electrical Equipment belonging to the Consumer(s) and directly connected to the feeders or lines of the Board shall be of suitable design and be maintained to the reasonable satisfaction of the Board. The setting of fuses and relays on the Consumer's/Consumers' control gear as well as the rupturing capacity of any of his/ its / their Circuit Breakers shall be subject to the approval of the Board.

- (2) In case any defect in any part of the Consumer's/Consumers' installation is discovered by the Consumer(s) or by the Board the Consumer(s) shall of his / its / their own or at the

For RAMSARANI LOHN UDYOG LIMITED

Managing Director

As the consumer expressed willingness to execute the entire service connection work directly by themselves under Board's supervision the amount being payable is Rs. 39,55,379/- being the supervision charge and cost of 132kv C.Ts, P.Ts and C & R

request of the Board, forthwith isolate/disconnect the faulty part of the installation from the circuits of the supply.

If the Consumer(s) does/do not isolate or disconnect the faulty apparatus from the circuits of the supply the Board shall be entitled to suspend supply at the point of supply till necessary action is taken by the consumer(s) and duly intimated to the Board. The supply of power shall be deemed to have been continued for the period during which action towards isolation/disconnection of the faulty part of the installation from the circuits of the supply by the Consumer(s) would not be taken.

- (3) The Board shall be under no responsibility of any kind for and/or in connection with the Consumer's/ Consumers installations or any apparatus of the Consumer(s) installed beyond the point of supply.

10. Any officer or person authorised by the Board in that behalf shall be entitled to have access to the Consumer's/Consumers' Sub-Station at any time and from time to time for taking meter readings, and/or for repairs or replacement or otherwise of Board's apparatus mentioned in clause 7 hereof. The Consumer(s) shall be responsible for giving access to such officer or person of the Board for such purpose.

11. (1) The Board shall not in any way be held responsible nor shall be liable to pay compensation for any loss suffered by the consumer(s) as a result of any failure, interruption, load shedding, defect or diminution in the supply due to the fault, breakage or damage of any plant, machinery, service or distributing lines or any accessories in connection therewith or due to the development of faults in any part of the system for transmission of energy or due to the development of faults in any part of the system of generation and loss of generation therefore, restrictions imposed by the State-Government or other Authority by any Notification or due to acts of God, War, Riot, Civil commotion, Strike, Lock-outs, Labour Troubles, Pestilence, Fire, Storm, Tempest, Floods, Earth-quakes, Lighting, Theft, Larceny or other force or accident or due to any cause whatsoever beyond the reasonable control of the Board.

- (2) Without prejudice to the generality of the foregoing provisions, the Board in particular shall not be liable in any way for any claim for loss, damage or compensation whatsoever arising out of failure, interruption, defect or diminution in the supply due to short-fall, deficit insufficiency or reduction in the total electrical energy available for distribution by the Board for any cause whatsoever.

12. The meters referred to in clause 13 below shall be properly sealed by the Board and the same should not be interfered with except by the representatives of the Board so authorised for the Purpose.

13. (1) The metering equipment shall generally include Instrument Transformers, Polyphase integrating kilowatt-hour meter, KW/KVA maximum demand indicator and RKVAH / KVAH meter. The integrating period of the maximum demand indicator shall be controlled by the time switch of a suitable type.

- (2) The readings of the said meters shall be taken by the representative of the Board once in a calendar month on or as near as practicable the same day of each calendar month. The readings so taken shall be generally binding and conclusive between the Consumer(s) and the Board as to the amount of demand and electrical energy supplied to the consumer(s) subject to subclause (3) hereunder.

The Consumer(s) may send his / its / their representative at the time of the reading of the meters but in case the Consumer(s) does / do not arrange for his / its/ their representative

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to be present or any such representative is not present for the reading of the meters, the readings of the meters taken by representative of the Board shall be generally taken as conclusive and Consumer(s) shall not have the right to raise any objection regarding the correctness or accuracy of such readings.

- (3) In the event of any meter showing abnormally low or high reading in comparison to the reading of a reasonably comparable period or Metering system and / or the Meter not functioning properly or reasonably or the Meter being found defective, the power and energy consumption during the period when the Meter(s) shall given such low or high reading or the Meter or the Metering system not functioning properly or reasonably or the Meter(s) was / were deemed to be defective shall be determined by taking an average consumption and other parameters for the preceeding and / or succeeding three months or during any previous and / or subsequent period that may be reasonably comparable.

The Board is however at the liberty to instal a check meter at the premises of the Consumer or at the Board's Sub-Station. In the event the meter as mentioned in clause 13(1) is deemed to be defective, the energy bill shall be raised as per the advance of the check meters.

- (4) Monthly maximum demand of the Consumer(s) for the supply of power in each month shall be the largest kilovoltamperes delivered to the Consumer(s) at the point of supply during any consecutive thirty minutes in the month. In the case where KVA demand indicator is not installed, monthly maximum demand in KVA for tariff purpose will be estimated by dividing the reading in Kilowatts of the maximum demand indicator by the monthly average power factor calculated from the number of units of Killowatthours and reactive Kilovoltamperehours as recorded in the meters during the same month. Fraction of KVA less than 0.5 will be discarded and that of 0.5 and above will be taken as 1 KVA.

14. The Consumer(s) shall from time to time and at all times allow the employees of the Board to inspect the electrical equipment of the consumer's / consumers' installation for all or any of the purpose connected with supply of electrical energy to the Consumer(s) under this Agreement.

For RAMSARUP LCHH UDYOG LIMITED
 Managing Director, The Consumer(s) shall pay to the Board for electrical energy supplied under this Agreement in accordance with the provision and scale of rates under Rate..... H (bt) as set forth in the Schedule -II hereto which shall be deemed to be part of this Agreement.

- (2) If the Board by a notification makes any alteration in the aforesaid rates, tariff and its associated stipulation, such altered rates, tariff and its associated stipulations shall be treated as if the same were part of this Agreement in supersession of the charges set forth in the Schedule-II hereto with effect from the date fixed in the notification.

16. (1) Subject to the provision of Clause 16(3), so long as the Agreement is not determined or the consumer(s) continues / continue to obtain supply of energy, the Consumer(s) shall pay Minimum Charge provided in Schedule-II hereto, irrespective of the fact that the Consumer(s) could not consume electricity to cover such Minimum Charge during the respective year due to disconnection of supply for any reason whatsoever.

- (2) For calculation of annual minimum charge, one year period shall be taken from April to the following March. When connection is given in any intermediate month, the minimum charge shall be calculated from the month of connection to the following March on monthly pro-rata basis.

For RAMSARUP LCHH UDYOG LIMITED
 Managing Director,

Provided when connection is given after 15th day of any month, that month shall not be counted in calculating the year of minimum charge.

- (3) If at any time the Consumer(s) is/are prevented from receiving or using the electrical energy to be supplied under this Agreement either in whole or in part owing to any strike, riots, insurrections, command of a civil or military authority, fire, explosions, act of god or any other causes beyond his / its / their control or if the Board is prevented from supplying or is unable to supply such electrical energy owing to all or any of the causes mentioned, then at the request of the consumer(s) the minimum charge payable by the Consumer(s) may be reduced in proportion to the ability of the Consumer(s) to take or the Board to supply such power, provided the Consumer(s) notifies / notify the Board in writing within fifteen days of occurrence of any event as noted above with necessary detail to prove that the occurrence is preventing / has prevented the Consumer(s) from receiving or using the full amount of contractual demand. The Consumer(s) shall also keep the Board informed once in every fortnight of further development regarding the event. No remission in the agreed minimum charge will be considered if no such notice is received by the Board. Subject as aforesaid and in spite of any other event or circumstance the Consumer(s) shall be liable to pay the minimum charge every year without any abatement or diminution of the amount whatever.

17. (1) The Board, after expiration of each calendar month shall deliver to the Consumer(s) a bill in accordance with the readings of the meters specified in Clause 13 mentioning therein the amount payable by the Consumer(s) to the Board for Demand, Energy, Fuel, Surcharge and other charges if any. The Consumer(s) shall pay the total amount mentioned in the bill within the due date, specified in the bill.

- (2) In the event the bill in any month cannot be preferred based on the meter readings due to any reason whatsoever, a provisional bill shall be preferred to the consumer which will be however subject to adjustment in due course.

The Board is however at the liberty to raise supplementary bill against earlier consumption of electrical energy which could not be claimed at the appropriate time for any reason whatsoever.

- (3) It be clearly agreed and understood that there will be no abatement or reduction of monthly demand charge for non-supply of electricity due to reason(s) referred to in Clause 11 above and the consumer(s) shall be liable to pay such charge irrespective of any interruption of the supply of electrical energy for any cause or causes whatsoever. It is further agreed that the consumer(s) has/have entered into this agreement with full acceptance of such liabilities.

18. (1) If the consumer(s) fails / fail to pay the amount of any bill under this Agreement within the due date of the bill referred to the Board shall give the Consumer(s) seven day's notice of its intention to discontinue the supply of electrical energy and at the expiry of such period if payment has not been received in the meantime, may forthwith disconnect the supply until full payment for all obligations pending including charge for the work of disconnection and reconnection has been made.

- (2) For Non-Payment of any bill within the due date the consumer(s) shall pay Non-Payment Surcharge at the rate specified in the Schedule -II hereto and the Board reserves the right to alter the aforesaid rates of Non-Payment Surcharge by a notification and such altered rate shall be treated as if the same was Part of this Agreement in supersession of the rate of Non-Payment surcharge mentioned above from the date fixed in the notification.

19. (1) The Consumer(s) shall on being so required by the Board, provide a Security Deposit equivalent to the sum of Rs. 5,79,00,000/- in the shape of

✓ ~~For PAMSAFED LOAN SECURED LIMITED~~ ~~in the manner prescribed by the Board. The Board shall~~
Alternatively, the consumer may make payment of monthly energy bill through "Letter of Credit". The amount of ~~Monthly Payment~~ be Rs.1,93,00,000/-.

For PAMSAFED LOAN SECURED LIMITED

Managing Director,

keep the deposit as security for the purpose of next hereinafter mentioned, and the Consumer shall on the like requisition from time to time renew, replenish or increase the amount of such security in the event of the same becoming exhausted or diminished or being insufficient.

The Board shall be at liberty at any time, and from time to time to appropriate and apply any security so deposited as aforesaid in or towards payment or satisfaction of all or any money which shall become due or owing to by the Consumer(s) to the Board in respect of the supply of electrical energy or otherwise under this Agreement but nothing contained in this Clause shall prejudice any other remedy to which the Board may be entitled to for the recovery of such or any sum due or owing by the Consumer(s) to the Board.

- (2) If the Consumer(s) fails / fail to renew, replenish or increase the amount of such security within a fortnight from the date of receipt of requisition therefor, the Board may give the Consumer(s) seven days' notice of its intention to discontinue the supply of electrical energy and at the expiry of such period, if requisite security is not furnished in the meantime, may forthwith disconnect the supply. Reconnection shall only be effected upon furnishing requisite security and full payment and discharge of all obligations pending including the charge for work of disconnection and reconnection.

For RAMSARUP LOCH UDYOG LIMITED
20.11.11

Managing Director

The Agreement would remain valid for five years from the date of commencement of supply/ ~~renewed supply~~ as stated in clause-4(1). Either Party, however, with the consent of the other Party shall be at liberty to determine this Agreement before the expiry of the aforesaid period. The Board however, shall be at liberty to determine this Agreement at any point of time before or after the expiry of the aforesaid period after serving 3 (three) calendar months notice to the consumer to that effect in case power supply to the consumer remains disconnected in terms of provisions of this Agreement or otherwise for a continuous period of 3 (three) months and the consumer does not take effective steps to get the power supply reconnected by discharging all obligations as per provisions of this Agreement including payment of the charge for the work of disconnection and reconnection and upon the expiration of the period of such notice this Agreement shall cease and determine save and except for the settlement of all accounts outstanding between the Board and the Consumer(s) and without prejudice to the rights and remedies (if any) which may have accrued to the Board hereunder in the meantime and the Board shall be at liberty to remove its installations from the consumer's premises.

If non expiry of the above period, the consumer desires to recommence power supply at the above premises, he shall be required to apply afresh as a new prospective consumer and shall be required to comply with all the requisite formalities to obtain power supply.

Either party may determine this Agreement at any point of time after the aforesaid period of five years on giving the other party not less than 3 (three) calendar month's notice in writing to that effect and upon the expiration of the period of such notice this Agreement shall cease and determine save and except for the settlement of all accounts outstanding between the Board and the Consumer(s) and without prejudice to the rights of remedies (if any) which may have accrued to the Board hereunder in the meantime and the Board shall be at liberty to remove its installation from the consumer's premises.

So long as the Agreement is not determined as aforesaid or the consumer(s) continues/ continue to obtain the supply of electrical energy, the terms and conditions herein contained shall be binding. In such case unless otherwise agreed upon, the contract demand shall be same as for the fifth year of operation based on which minimum amount payable shall be calculated.

- (2) Upon the determination of this Agreement, from any cause whatsoever, security deposited by the Consumer(s) with the Board under the terms of clause 19 hereof, or so much thereof as shall not have already been applied by the Board in satisfaction of its claim

For RAMSARUP LOCH UDYOG LIMITED

Managing Director

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under this Agreement shall be forthwith applied in satisfaction, pro tanto, of any claim then outstanding and the same or balance thereof as the case may be, shall not be returnable to the Consumer(s) until all accounts between the Board and the Consumer(s) have been finally settled and all balances (if any) due to the Board by the Consumer(s) have been finally paid and discharged.

21. (1) In the event of the Consumer(s) desiring to increase his / its / their contract demand in any year during the continuance of the Agreement, the Board may require the Consumer(s) to give the Board one year's notice in writing stating the quantity of the power required whereupon the Board shall take steps as may be reasonably required in the context subject to compliance of necessary formalities including those specified herein below by the consumer.
- (2) The Consumer(s) shall pay to the Board any expense incurred by reason of alteration and/or extension in respect of any Service Line, Switchgear, Meters and other equipment necessitated to meet such altered Contract Demand.
- (3) The minimum charge and security deposit may be increased to take into account the altered Contract Demand.
22. The Consumer(s) shall be responsible for and will make good to the Board all damages or injuries to the electric lines and / or apparatus of the Board due to accident or negligence on the part of the Consumer(s) or his / its / their employees or due to fire or other accident on the premises not beyond his / its / their control.
23. During the currency of this Agreement the whole of the energy required by the consumer(s) shall be taken from the Board. In case of emergency, when there is a failure of supply from Board's mains due to any cause whatsoever, the consumer(s) shall be at liberty to use power from his / its/their standby Generating Set(s), if any, duly sanctioned by the Board for the purpose for which the consumer(s) has / have arranged for supply with the Board.
24. In the event of the consumer(s) failing to comply with any of the provisions of the Board's General Conditions of Supply which is part of this Agreement, or failing to observe and fulfil the terms and conditions of this Agreement on his / its / their part contained, it shall be lawful for the Board, after giving seven days' notice in writing to the consumer(s), to discontinue the supply of energy notwithstanding that the Board may have at any time previously omitted to exercise such power on a similar failure by the consumer(s). The Board shall however, on the cessation of such breach or non-observation or non-fulfilment of the terms and conditions of this Agreement and on payment by the consumer(s) of the expenses incurred by the Board in cutting off and reconnecting the supply, reconnect the supply with all reasonable speed.
25. (1) The Board shall have the right to disconnect supply of electrical energy to a consumer forthwith without any notice if and when the competent officer of the Board is of the opinion that the Metering Installations including Meters, CTs, PTs and associated Circuitry or such of them is / are found to have been handled and / or tampered with wrongfully and in that event a First Information Report shall be filed with the Local Police Station not later than 24 hours from such disconnection. The supply since disconnected may be restored by the competent authority of the Board upon payment of all charges and compliance of all the formalities as per provision of Board's General Conditions of Supply.
- (2) The Board shall have the right to disconnect the supply of electrical energy to the consumer pursuant to clause 22 of the Board's General Conditions of Supply and restoration of supply after such disconnection shall be in accordance with relevant provisions of Board's General Conditions of Supply.

For RAMSARU LOHJI UDYOG LIMITED



Managing Director.

26. The execution of this Agreement will not in any way affect the liability of the Consumer(s) for payment of all dues and charges under the Agreement dated.....NIL..... against final and / or provisional bill(s) and / or supplementary bill(s) which has / have been preferred and/or will be preferred and the Board will be at liberty to exercise all rights with powers to recover such dues from the Consumer(s) as it the said dues are payable by the consumer(s) under this Agreement.
27. The Consumer(s) hereby agrees / agree to accept and abide by the Board's General Conditions of Supply for the time being in force and all other subsequent amendments/alteration/additions thereto so far as the same are applicable which shall be deemed to be part of this Agreement.
28. The Agreement shall be read and construed as subject, in all respects, to the provisions of the Indian Electricity Act, 1910 and the Electricity (Supply) Act, 1948 and of the Rules for the time being in force thereunder so far as the same respectively may be applicable.

IN WITNESS WHEREOF the Parties to these presents have hereunder set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered for and on behalf of the West Bengal State Electricity Board

(P. K. BAGCHI)

Chief Engineer (Genl.)

W. B. S. E. B. (Genl. Secy.)

Kolkata - 700 031

In the presence of

(S. K. BISWAS)

Superintending Engineer

Central Commercial Deptt.

W. B. S. E. B. (Genl. Secy.)

Kolkata - 91

For RAMSARUP LOHN UDYOG LIMITED

Signed, sealed and delivered by the Consumer(s) in presence

✓ MR. ASHISH SHUNDHUNWALA

MANAGING DIRECTOR

For RAMSARUP LOHN UDYOG LIMITED

The Common Seal of the Consumer has been affixed

✓ Managing Director

In the presence of

MR. V. Mohd Lado

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SCHEDULE - I

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Year of Operation	Contract Demand
1st year	20000 KVA
2nd year	20000 KVA
3rd year	20000 KVA
4th year	20000 KVA
5th year	20000 KVA

The consumer(s) during the continuance of this Agreement shall be entitled to consume electrical power upto but not exceeding the contract demand

Where the actual Maximum Demand in any month of a year of operation will exceed the corresponding contract demand, such maximum demand will be deemed to be the contract demand for that particular year based on which minimum amount payable by the Consumer(s) per annum will be charged.


The Consumer(s) during the continuance of the Agreement guarantees/guarantee to pay for such amount of electrical energy as will aggregate (excluding Fuel surcharge and 30% of the energy charge) at the current rates produce annually the minimum guaranteed amounts

SCHEDULE - II

As per prevailing applicable Tariff, schedule whereof is attached herewith.

R. P. 3000 Nov. 4/2004

For SANSALU LOWE LLOYD LIMITED


Managing Director.