

AGREEMENT FOR SUPPLY OF ELECTRICAL ENERGY

(For all load of PTW, Industrial and in other category load greater than / equal to 25 KW)

THIS AGREEMENT is executed at on this day of

BETWEEN

(NAME OF DISTRIBUTION COMPANY), a Company incorporated under the Companies Act, 1956 having its registered office at through its authorized signatory Mr., hereinafter referred to as “the Licensee” (which expression shall unless repugnant to the subject or context or meaning thereof mean and include its successors-in-interest, nominees and assigns) of the ONE PART.

AND

an Individual / Partnership concern / Proprietorship concern / Institute / Trust/Society / HUF / Body Corporate / Company / Government bodies [strike out whichever is not applicable] incorporated underAct, resident of / having its HO/registered office atthrough its authorized signatory Mr. (Name and Designation), hereinafter referred to as “the Consumer” (which expression shall unless repugnant to the subject or context or meaning thereof mean and include its successors-in-interest, nominees and assigns) of the OTHER

PART.

WHEREAS:

1. The Licensee is, inter-alia, engaged in the business of supplying electricity and has been granted a license under the Indian Electricity Act, 1910 and is presently a deemed licensee under section 14, 1st proviso of the Electricity Act, 2003 (herein after referred to as the Act) for distribution and / or retail supply and / or bulk supply of energy to various consumers within its licensed area.
2. The Consumer has vide application dated applied to the Licensee for procuring supply of energy for electrical installation (for a load of KW / BHP / KVA) [hereinafter referred to as “contractual load”] at its premises situate at (hereinafter referred to as “the said premises”) in connection withfor the purpose.....

[Strike out whichever is not applicable]

- a. Domestic Light, Fan and Power (LMV-1),
- b. Non- Domestic Light, Fan and Power (LMV-2),
- c. Public Lamps (LMV-3),
- d. Public Institutions (LMV-4),
- e. Light, Fan & Power for Public Institutions (LMV-4A),
- f. Light, Fan & Power for Private Institutions (LMV-4B),
- g. Small Power for Private Tube Wells / Pumping Sets for Irrigation Purposes (LMV-5),
- h. Small and Medium Power (restricted / unrestricted usage of power) (LMV-6),
- i. Public Water Works (LMV-7),
- j. State Tube Wells, World Bank Tube Wells & Pumped Canals (LMV-8),
- k. Temporary Supply (LMV-9),
- l. Large and Heavy Power (restricted / unrestricted usage of power) (HV-2),
- m. Railways (HV-3)

and the Licensee has agreed to provide such supply of energy. The Rate Schedule as above shall be as per the latest Tariff Order.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS UNDER:

1. This Agreement shall be effective for a minimum period of 2 (two) years from the date of commencement of supply by the Licensee to the Consumer under this agreement.
2. (a) The Consumer shall pay to the Licensee all charges as provided for in the Tariff (or Rate) Schedule in force as approved by the Uttar Pradesh Electricity Regulatory Commission (hereinafter referred to as "the Commission") from time to time including any penal or additional charges payable by the Consumer in the event of violation of any of the stipulations under the Tariff (Rate) Schedule governing its supply.
(b) In addition to the aforementioned charges the Consumer shall also pay other statutory levies including electricity duty, taxes, charges, surcharges etc. as may be applicable from time to time.
3. THE CONSUMER HEREBY UNDERTAKES, REPRESENTS, ASSURES, WARRANTS, AGREES AND COVENANTS WITH THE LICENSEE AS FOLLOWS:
 - I. Consumer shall abide and be bounded by all the terms and conditions of the Electricity Supply Code-2005 (hereinafter referred to as the "Code") approved by the Commission, and the amendments /revisions thereto, and the provisions of the Act together with the rules framed under the Act and Indian Electricity Rules 1956 including any modifications thereof, in so far as they are applicable to the Consumer.
 - II. The Licensee shall not be held responsible in any manner whatsoever and howsoever for curtailment, interruption, staggering, diminution or stoppage of supply for reasons beyond its control and any claim on account of loss or damage arising out of the failure of supply for reasons beyond its control including but not limited to "Force Majeure conditions" shall be limited to as provided for in the Code.
 - III. Consumer shall ensure that the energy supplied at its premises is utilized as per law and authorization and that there is no unauthorized addition/alteration to the equipment. In case the Licensee has reasonable basis to understand or apprehend that there is in any way, whatsoever, contravention of above conditions, it shall be open to the designated authority of Licensee to enter the Consumer's premises for general inspection and testing of the equipment, meter and wiring etc.
 - IV. Consumer shall ensure that the meter, meter boards, service mains, MCB / CB, load limiters etc are under no circumstance handled or removed by any one other than an authorized employee / representative of the Licensee. The seals, which are fixed on the meters / metering equipment, load limiters and the Licensee's apparatus must on no account be tampered, damaged or broken. The responsibility for safe custody of Licensee's equipment and seals on the meter / metering equipment within the Consumer's premises shall be on the Consumer. In the event of any damage caused to the Licensee's equipment in the Consumer's premises by reason of any act, neglect or default by the Consumer or its representative, the costs thereof as claimed by the Licensee shall be payable by the Consumer.
 - V. Consumer shall inform in writing to the Licensee (as provided for in the Code) in the event he intends to vacate the said premises or any part thereof for which the electricity connection has been taken from the Licensee.
4. (a) All notices /intimation required or permitted hereunder shall be in writing and shall be sent in the format prescribed for in the Code. Notices may be sent by courier, registered post / speed post, fax, personal delivery, affixation, and publication in a newspaper. Notice shall be deemed to have been received by the Consumer on the expiry of 4 (four) days from the date of dispatch by courier mail, Post Office receipt in the case of delivery by registered and speed post, and in case of personal delivery

simultaneous with the receipt thereof by the consumer or its employees or representative of the Consumer and in the case of publication in a newspaper simultaneous on the date of publishing of such newspaper and in the case of affixation simultaneous with the affixation of such notice at a conspicuous place of the said premises.

- (b) However, the Licensee shall not be required to issue any separate notice for payment of monthly electricity consumption bills and such Bill shall be deemed to be a "Bill cum Notice" for payment of the amounts mentioned therein.
- 5. The outstanding dues will be a charge on the assets of the company. Before sale is made, the Out standing dues will be cleared and, in the alternative the deed to agreement / sale will specifically mention the outstanding dues and the method of its payment.
- 6. If the consumer after execution of declaration / agreement reduces or increases his load or changes the purpose of use or shifts his connection, he shall have to execute a fresh declaration/agreement, which will be valid for two years like the agreement executed at the time of new connection. However any relief/ concession provided in the Rate Schedule / any order of Commission / Discom as admissible to new connection shall not be admissible on execution of the fresh agreement / declaration due to change in premises / Reduction of load as above.
- 7. Arbitration: If any question or dispute or difference arises between the parties to this agreement as to the interpretation or effect of any provision or clause herein contained or the construction thereof or as to may other matter in any way connected with or arising out of this agreement or the operation thereof for the rights, duties or liabilities of either party in connection therewith, such question, dispute or difference shall be referred to the Arbitration of the Managing Director of the discom or the person nominated by him and the award / decision of the said Arbitrator shall be final and binding upon the parties. In case of any neglect or refusal by the nominee to proceed with the arbitration, the Managing Director of the discom may nominate another person in his place to proceed with the dispute as Sole Arbitrator. PROVIDED that if the question dispute or difference relates to or concerns any dues chargeable to the consumer in terms of this agreement, no reference to the arbitration shall at the instance of the consumer be made till the consumer has deposited with the Licensee the amount of dues in dispute, in cash/ Bank Draft.
- 8. This Agreement shall be governed by the Electricity Act 2003 with all its amendments, various other laws of India for the time being in force, but not limited to various regulations of UPERC, as applicable to the state of U.P., and shall be subject to the jurisdiction of the Court subordinate to High Court of Judicature of Allahabad.
- 9. That the expenses on stamping (on a non judicial stamp paper of Rs 100/- only), shall be made by the Consumer for this Agreement, which need not be registered.

IN WITNESS WHEREOF the parties have executed these presents at the place, day, month and year as first above written in the presence of the under noted witnesses:

SIGNED AND DELIVERED by the within named Licensee(NAME OF DISTRIBUTION COMPANY) through Mr. (name and designation) at duly authorized by a Board Resolution dated

SIGNED AND DELIVERED by the within named Consumer through Mr..... (name and designation) at duly authorized by a Board Resolution / Trust Deed / Partnership Deed / [Strike out whichever is not applicable] dated

Both in the presence of the following witnesses:

- 1.
- 2.