

BSES RAJDHANI POWER LTD

AGREEMENT FORM

BS No.....

Applicable to bulk supply consumer

- i) Large Industrial Power(LIP)
 - a) General purposes
 - b) Furnace Purpose
- ii) Non-domestic use (MLHT)

- 1. Name of the consumer (in block letters) :.....
- 2. Full address where supply (is required) :.....
- 3. Registered address of the consumer :.....
- 4. Purpose for which supply is required :.....
- 5. Contract Demand :.....

Form of supply:

Descrip- ption	No.	Watt- age each	Watts	<u>Details of load</u>		Watt-Total age each	D& Type	BHP Total	KWS
				Des- cription	No.				

Total connected load:

.....
Signature of the Manager (Commercial) KCC

.....
(Signature of Consumer)

Dated:

This agreement made this..... day of between the **BSES RAJDHANI/YAMUNA POWER Ltd**, (hereinafter referred to as The Company of the one part and.....

1. A company incorporated under the Companies Act, 1956 (1 of 1956) having its Regd. Office..... at include their successors of the other part.
2. Son of carrying on business and under the name and style of atinclude his heirs, executors, administrators or permitted assigns of the other part.
3. A partnership concern with following partner.
All carrying on business under the firm name and style of at in the town of hereinafter called the 'consumer' which term shall include all the partners of the said firm and their respective heirs, executors, administrators of permitted assigns of the other part.

Whereas the consumer has requested the COMPANY to provide a supply of electrical energy for his own use at and the COMPANY has agreed to provide such supply upon the terms and conditions hereinafter set forth.

Now, it is hereby agreed by and between the parties hereto as follows:

Definitions:

1. In the agreement, unless there is anything repugnant in the subject of context, the under mentioned words and expressions shall have the meanings assigned to them respectively hereunder:
 - (1) 'ACT' shall mean the Indian Electricity Act, 2003
 - (2) 'Rules' shall mean the Indian Electricity Rules, 1956.
 - (3) 'Year' shall mean Calendar year.
 - (4) 'Month' shall mean Calendar month.
 - (5) 'Maximum demand in kilovolt amperes/kilowatts in relation to any period shall mean twice the largest number of kilovolt ampere hours/kilovolt supplied and taken during any consecutive 30 minutes in that period.
 - (6) 'Power Factor' shall mean the ratio expressed as percentage of the Kilowatt-hours to the Kilowatt Ampere-hours supplied during any period.
 - (7) 'Date of presentation' shall mean the third day after the date of any bill rendered by the COMPANY.
 - (8) 'Contract Demand' shall mean the Maximum Demand agreed to between the parties.
 - (9) Other expressions not defined in this agreement shall have the same meaning as are assigned to them under the Indian Electricity Act 2003.

2. Contract Demand

Subject to the provisions hereinafter contained and during the continuance of this agreement, the COMPANY shall supply and the consumer shall take from the COMPANY all the energy required by him for the purpose of to the extent of..... Kilovolt amperes/kilowatts (hereinafter referred to as the 'Contract Demand')

System of supply:

The system of supply for the purpose of supply under this agreement shall be three-phase alternating current at a frequency of 50 cycles per second and at a voltage of 11000 Volts. The frequency and voltage of the supply at the point of commencement of supply to the consumers shall, however, be subject to fluctuations that are ordinarily usual and incidental to the generation and transmission of electrical energy, but such fluctuations shall not except owing to extraordinary reasons beyond the control of the COMPANY, exceed the limits of variations permitted by the Indian Electricity Rules, 1956 or any statutory modifications thereof as may be in force from time to time.

3. Commencement of supply

The consumer shall commence taking supply of electrical energy from the COMPANY under the terms and conditions of this agreement within two calendar month form the date of which intimation is sent to him in writing by the COMPANY that the supply of electrical energy to the full extent of contract demand is available under this agreement. For the purpose of this agreement, the date of commencement of supply shall be the date on which the consumer's installation is connected to the Company's supply system or the date of expiration of two calendar months from the date of intimation as aforesaid, whichever is earlier.

4. Point of Commencement of supply

The point at which the supply energy shall be deemed to have commencement for the purpose of this agreement shall be the point at out-going terminals of the Company's apparatus, installed at the consumer's premises, which shall be located in a position approved by the COMPANY

5. Failure of supply:

Same as provided herein the supply shall be made available except in cases of strikes of the employees of the COMPANY, breakdowns of machinery or plant, lockouts or where the supply is affected by a causes over which the COMPANY has not control. The COMPANY shall not be liable for any claims for loss, damage or compensations whatsoever, arising out of failure of supply due to any of the aforementioned causes.

6. Consumer to accommodate Company's apparatus:

The consumer shall provide in his (consumer's) premises necessary accommodation required and considered suitable by the COMPANY for housing its (Company's) apparatus for giving supply under this agreement free of cost to the COMPANY and afford all other facilities necessary for the proper operation, maintenance and supervision of the same. If by virtue of any change in the Contract Demand; any addition and alterations shall be made by the consumer at his own expense.

Such accommodation shall be maintained by the consumer at his own cost.

7. (a) Company's apparatus & equipment :

All the meters, plant, apparatus and equipment belonging to the COMPANY and installed in the consumer's premises, notwithstanding that the same or any part of thereof may be fixed or fastened to any part of the consumer's premises or to the soil under it shall at all times continue to be the sole and absolute property of the COMPANY and removable by the COMPANY and shall not be, in any way disturbed except by authorized officials of the COMPANY. The consumer further agrees with the COMPANY as follows: -

- 1) That the COMPANY shall be at liberty to place their name plates or any marks or numbers of the said apparatus and equipment belonging to the COMPANY and the consumer shall not alter or remove such plates, marks or numbers.
- 2) That the said apparatus and equipment belonging to the COMPANY shall be kept at the consumer's premises and shall not be sold, assigned or dealt with or the possession thereof parted with.

(b) Consumer's responsibility for Company's property:

The consumer shall exercise proper care to protect the property of the COMPANY on his premises and in the event of loss or damage to the COMPANY property arising from neglect of the consumer to exercise proper care for the same, the cost of necessary repairs or replacement shall be paid by the consumer.

8. Company's right to supply other consumers :

The COMPANY shall have a right to utilise the sub-station in the consumer's premises, place apparatus other than those required to control the supply to the consumer and to lay overhead and underground feeders in the property of the consumer with a view to connect the same with the apparatus installed in any other consumer's premises. The consumer shall provide all necessary facilities for such work including operation, maintenance and supervision of the same.

9. Consumer's apparatus & equipment :

All consumer's equipment connected with the COMPANY's system shall conform to the design approved by the COMPANY and shall be efficiently operated and maintained by the consumer. The settings and capacities of the various control apparatus, belonging to the consumer shall be provisionally approved by the COMPANY.

10 (a) Revision of Contract demand connected load:

In the event of consumer desiring to reduce his contract demand/sanction load/declared load, he shall give to the Company not less than 60 days notice, in writing of stating the reduction in contract demand/sanctioned load/declared load along with inspection fee and the relevant documents such as test notice, list of installation. Appendix to the main contract etc. to be submitted within notice period.

(b) In the event of the consumer desiring to increase his contract demand, he shall be give the COMPANY not less than 60 days notice in writing stating the increase in the contract demand. If the requisite power is available, the supply shall be given by the COMPANY within the aforesaid period of 60 days provided that the consumer completes the necessary commercial formalities.

11. Metering:

For the purpose of registering the electrical energy and the maximum demand taken by the consumer under this agreement, there shall be provided at the point of commencement of supply as defined in clause 4 para suitable metering equipment which shall be the property of and be kept in repair and calibrated by the COMPANY. The COMPANY shall be entitled to charge rental on account of such metering equipment at such rates as may be in force from time to time.

12. Testing of meters:

The consumer shall be entitled on application to the COMPANY to have a test carried out on the meters at any time and the expenses of such test shall be borne by the COMPANY or by the consumer according as the meters are found defective or correct as a result of such test. Such meters shall be deemed to be correct as a result of such test. 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 Rules or any statutory modification thereof as may be in force from time to time. If as a result of such test the meter is proved to be not correct the COMPANY shall adjust the consumer's account as may be required with retrospective effect for a period not exceeding three months preceding the date of receipt of the application.

13. Meter reading:

The readings of the meters or meter referred to in clause 11 supra shall be taken at regular monthly intervals and the readings so taken shall be conclusive and binding on both the consumer and the COMPANY as to the amount of maximum demand and electrical energy supplied to the consumer. Provided that in the event of any meter of the COMPANY being found defective, the energy consumed during the period when the meter remained defective shall be determined on the basis of average recorded for the previous three months or last year's consumption for a similar period, whichever is considered suitable by the COMPANY.

14. Power factor:

The consumer shall install at his own expense suitable apparatus of standard design approved by the COMPANY at the point of commencement of supply as will maintain the average power factor of the load at not less than 0.85 during the period of maximum demand in kilowatt shall be adjusted for the power factor, where the demand is charged for in kilowatts by multiplying by 0.85 and dividing by the power factor actually established and such adjusted value shall be used in determining the billing demand. However, if the consumer fails to take necessary steps to improve the power factor to the aforesaid value of 0.85 within a reasonable time, the COMPANY shall have the right to install the necessary apparatus for improving the power factor and recover the cost thereof from the consumer.

15. (a) Payment for supply:

The consumer shall pay each month to the COMPANY for electrical energy supplied during the preceding month such amount as shall be calculated and ascertained in accordance with the Rate schedule attached hereto. The rates contained in the schedule are those in force at the time of executing this agreement. The consumer shall be eligible for whatever reduction or rebate as may be granted on the rates as may from time to time be levied or made by the COMPANY. Any other method of charging decided by the COMPANY shall also be applicable.

(b) Adjustment of charges in emergency conditions:

If any time the consumer is prevented from receiving or using electrical energy to be supplied under this agreement whether in whole or in part owing to all or any of the cause mentioned in clause 5 of this agreement or if the COMPANY is prevented from supplying or is unable to supply such electrical energy owing to all or any of these causes, then the maximum charge payable by the consumer shall be reduced in proportion to the ability of the consumer to take, or the COMPANY to supply such power.

16. Non-payment:

The consumer shall pay the bill or bills within fifteen days from the date of their presentation, notwithstanding any difference or dispute which may occur as to the accuracy of the sums involved in any bill. If the consumer fails to pay the amount of any bill due under this agreement within fifteen days from the date of presentation of bill referred to, he shall pay a surcharge of three per cent for each month or part of a month, for which the bill remains unpaid from the date of presentation.

The COMPANY, however, reserves the right to disconnect the supply after due date in the event of non-payment in accordance with section 24 of the Indian Electricity Act, 1910 after giving the consumer 7 clear days' notice of its intention to disconnect the supply of electrical energy and if the payment is not received on the expiry of such period, it may forthwith disconnect the supply until full payment of all the outstanding obligations including the charges for the work of disconnection and reconnection have been made together with a surcharge of 3% for each successive 30 days period or a part thereafter until the amount is paid in full.

17. Payment of levies:

Any levy, whether it is called sales tax, electricity tax, octroi or by whatever other name called, made by the State Government or other competent authorities on energy purchased by the consumer from the COMPANY shall be paid by the consumer.

18. Advance Consumption deposit:

The consumer shall when required by the COMPANY deposit with it the sum of Rs. as consumption deposit for the performance of the terms and conditions of this agreement and shall on like requisition from time to time renew or replenish such deposit, in the event of the same becoming exhausted or insufficient. The COMPANY shall be at liberty at any time and from time to time to appropriate and apply the advance consumption deposit so deposited as aforesaid in or towards payment or satisfaction of all or any money which shall become due to owing by the consumer to the COMPANY in respect of the supply of energy or otherwise under this agreement but the provision contained in their clause shall not prejudice any other remedy to which the COMPANY may be entitled for the recovery of such amount.

19. Right of Access:

The consumer shall at all reasonable times permit duly authorised representatives of the COMPANY to have access to his (consumer's) premises for the purpose of inspecting and testing his (consumer's) installation or reading meters and for testing repairing renewing or replacing any or all equipment belonging to the COMPANY and doing all things necessary or incidental to the proper maintenance of supply to the consumer.

20. Period of supply:

This agreement shall subject as hereinafter provided be and remain in force for a period of two years in the first instance commencing from the said date of commencement (specified in clause 3 supra) and thereafter form year to year, provided that either party shall be at liberty to determine this agreement after the expiration of the years or any subsequent year on giving to the other, party, six calendar months notice in writing of such intention and at the expiration of the period of such notice this agreement shall absolutely cease and be determined but without prejudice to the rights of either party against the other in respect of any matter antecedent to such termination.

21. Contract not transferable:

Neither this contract nor any interest herein shall be transferred or assigned by the consumer in any manner whatsoever without the previous consent in writing of the COMPANY.

22. Maintenance of records by consumer:

The consumer shall afford to the COMPANY all reasonable information and facilities to enable the COMPANY to keep all records required under the provisions of The Electricity Act 2003 or the Rules and the Regulations made thereunder and under Government or Municipal Regulations relating to the supply of electrical energy.

23. Agreement to be read with Electricity Act 2003 & Rules thereunder:

This agreement shall be read and construed as subject in all respects to the relevant provisions of the Indian Electricity Act, 2003 and the Rules and Regulations made thereunder or any subsequent amendments or modifications thereof.

24. Members not to benefit:

No member, agent or employee of the COMPANY shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, contained in this clause shall be construed to extend to any incorporated company if the contract be forth general benefit of such company.

25. If any question or difference whatsoever arises between the parties to these presents or as to my clause or thing herein contained or the construction hereafter as to any other matter in any way connected with or arising out of these present or the operation hereof or the rights, duties or liabilities of either party in connection herewith, then, unless the procedure for settling such a question or difference is laid down by the Indian Electricity Act 2003 as the case may be or otherwise specifically by this agreement, in every such case, the matter in difference shall be referred to Arbitration and the provisions of the Arbitration Act, 1940 (Act X of 1940) thereof shall apply to any such arbitration.

In witness whereof all parties hereto have executed or caused to be executed these presents the day and year first above written.

Signed, sealed and delivered by: -

.....
Manager Commercial) KCC.
For and on behalf of
BSES RAJDHANI POWER LTD

.....
For and on behalf of

Witnesses:

Witnesses:

1. Signature:.....

1. Signature:.....

Name & Address.....

Name & Address.....

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2. Signature:.....

2. Signature:.....

Name & Address.....

Name & Address.....

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