

SOUTH BIHAR POWER DISTRIBUTION COMPANY LIMITED

L. T. AGREEMENT FORM

An agreement made thisdayof TWO THOUSAND NINE HUNDREDat..... BETWEEN the South Bihar Power Distribution Co. Ltd. constituted under the Companies Act, 1956 (hereinafter referred to as (the company) on the one part AND Sri..... on his own behalf and on behalf of other members of the joint family/Proprietor of the firm; S/o Sriby religionpermanent resident of Village/Town-..... P.O.....P.S.....Dist.(in the State of) at present residing at village/town-.....P.O.....P.S..... District.....

E-mail add..... Mob. No.

OR

.....a partnership firm/Joint Stock Company duly registered under the Indian Partner- ship Act, 1932 / the Companies Act. 1913/1956 bearing registration no..... ofwith the Registrar of Firms/Registrar of Joint Stock Companies at in the state of and having its registered office atacting through its namely SriS/o, Shripermanent resident of village/ TownP.O.P.S..... Dist..... in the State of at present residing at Village/TownP.O..... P.S..... Dist.....Mobile no..... Email Address..... (hereinafter referred to as the 'consumer' which expression, shall unless excluded by or repugnant to the context includes his legal heirs, legal representatives, successors, executors administrators and permitted assigns) on the other part.

(Note-portion not needed should be struck-off)

WHEREAS the Co. has agreed to supply and the consumer has agreed to take energy for his own use at the premises as fully described in the Schedule appended at the foot of this agreement and forming part of it (hereinafter referred to as the premises) subject to the terms and conditions hereinafter contained.

NOW it is hereby agreed by and between the parties hereto as follows:-

- 1.(a) The company shall furnish to the consumer and the consumer shall accept at the said premises on and from the date on which the said premises shall be connected with the Company's distributing mains and during the continuance of the agreement, constant supply of electrical energy at the pressure of ----- Volts, 50 cycles..... phases alternating current system subject to the standard variations as provided in the Indian Electricity Rules, 1956 or any statutory modification thereof, up to the maximum specified and under the conditions laid down in the above said Schedule

appended at the foot of this agreement and forming part of it (hereinafter to be referred to as 'the Schedule').

Provided firstly that the supply of electricity as stipulated above may, with previous general or particular warning be regulated, curtailed, staggered or cut off altogether by or on behalf of the Company if in the opinion of the Company or its Electrical Executive Engineer for the supply area concerned, the power position or any other emergency in the power system warrants such a course of action.

Provided secondly that the Company shall in no case whatsoever have any liability for any claim or compensation to the consumer on account of loss or damage arising out of failure in part or whole of supply of electrical energy.

- 1 (b). The consumer shall commence to take supply within 3 months of intimation from the company to the effect that supply is available, failing which a monthly charge of 50% of the demand / fixed charge as per prevalent tariff will be levied from the month after expiry of above said period of 3 months, until service is availed of. The charge for the first or last month may be whole or part in accordance with the date of termination of 3 months or the date of availing the service.

Provided firstly that-if-in the opinion of the company, the consumer is unable to avail supply for causes beyond his control, the above said period of 3 months may be suitably extended by the co. at his discretion by period or periods not exceeding 3 months in the whole.

Provided secondly that-in case a consumer does not avail of supply even within 6 months of intimation, this agreement shall come to an end and the company will be entitled to realize at once from the consumer 50% of the demand / fixed charges payable on the contract demand /sanctioned load mentioned under column no-4 of the Schedule, for a period of compulsory period of availing supply as per Bihar Electricity Supply Code.

- 1(c) The Point of supply shall be at the outgoing terminal of the company's apparatus in the consumer's premises from which the energy is conveyed to the consumer.
- 2.(a) The Consumer shall pay to the company on demand the cost of so much of the electric supply line as may be load for the purpose of the supply upon the said premises, and of so much of the electric supply line as it may be necessary to lay for the said purposes in excess ofmeters from the Company's distributing mains, although not on the said premises.
- 2.(b) The service line so laid for the purposes of giving supply of energy to the Consumer shall, notwithstanding that a portion of it has been paid for by the Consumer, be deemed to be the property of the Company which will have the right to maintain it and also the right to use it for supply of energy to any other person and the Consumer who may have paid the above said supply line and at whose instance the supply line was originally laid, shall

have no right to claim any refund or any compensation whatsoever on this account under any circumstances.

- 3 (a) The supply shall be measured and registered by a meter or meters in or upon the point of supply to be provided, fixed and kept in proper order by the company and such meter or meters shall remain the property of the company.
 - (b) The meter shall be sealed by the company in presence of the consumer who shall not interfere with it any time thereafter. The company can, however, replace the seal with intimation to the consumer in order to be present during such act. Record duly signed by both the parties shall be maintained by the co. for all such sealing or re-sealing. In case the consumer refuses or neglects to sign, a note to this effect will be made in the above said record.
 - (c) Subject to clause 6 appearing hereinafter in the agreement, in the event of any meter ceasing to register or found to be defective or the company's employee having been unable to read the meter, the reading during the period of such cessation or defective registration or non-reading shall be based on the average reading of the previous twelve months, or as per prevalent tariff in which the meter ran correctly and reading was duly recorded. In taking such average due regards shall be given to the conditions of working during the month under dispute and during the previous twelve months. In case of failure to take reading by the company's employee proper adjustment shall be made when actual reading is taken next.
 - (d) If he so desires, the Consumer may install meter/duly recommended by the company after scaling by the court at his own expense.
- 4 The consumer shall pay to the company for the energy so supplied and registered or taken to have been supplied as aforesaid at the appropriate rates applicable to the consumer according to the tariffs framed by the BERC and enforced from time to time, the presently enforced tariffs being indicated in the Schedule to this agreement for easy reference. Such reference is subject to provision of clause 14 appearing hereinafter.

Provided that notwithstanding anything said above, the Consumer shall have to pay minimum monthly charges as specified in the above said tariffs framed by the BERC and enforced from time-to-time irrespective of whether energy to that extent has been consumed or not. (Such minimum monthly charges are referred to as 'the MMC in other places in this Agreement).

5. (a) Reading of the meters shall be taken by the company through RMR or other mode once in each month or at such other intervals or times as the company shall deem expedient and the company's meter readers shall have access to the consumer's premises at all reasonable times for the purpose of taking such readings. The company shall within reasonable time deliver to the consumer the bill for energy consumed during the month in accordance with

the reading of the meters and subject to the minimum charges as per prevalent tariff. The consumer shall pay the amount under the bill so delivered within the due date specified therein as per terms of the tariffs framed by the BERC and enforced from time-to-time.

- (b) If the consumer fails to pay the amount of any bill due under this agreement within the due date specified in the bill referred to in clause 5 (a) above, he shall pay a surcharge at the rate given in the tariff framed by the BERC and enforced from time to time. If the amount of such a bill remains unpaid after the due date specified in the bill, the company may discontinue the supply after giving the consumer not less than 15 clear day's notice u/s 56 (I) of the Electricity Act, 2003. The service will be reconnected only, on receipt of full payment for all obligations outstanding up to the date of reconnection and charges for the work of disconnection and reconnection of service.
6. Should the consumer disputes the accuracy of any meter not being his own property, the consumer may upon giving notice and paying the prescribed fee have the meter officially tested by the company in its own laboratory. In the event of the meter being found to be beyond the limits of accuracy as prescribed in the Indian Electricity Rules, 1956, or any other statutory modification thereof as may be enforce from time to time the testing fee will be refunded and the amount in respect of the meter readings of the twelve months prior to the month in which the dispute has arisen or of twelve months as provided in clause 3 (c) above, as the case may be, will be adjusted in accordance with the result of the test taken, due regard being paid to the conditions of working during the month under dispute and during previous twelve months.
7. This consumer shall on receipt of a requisition from the company in this behalf, deposit with the SBPDCL. a sum of Rs..... (Rupees as security for the purpose next hereinafter mentioned, and, shall on a like requisition from time to time renew or replenish such security 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 any security so deposited as aforesaid in or towards the payment or satisfaction of all or any money which shall become due or owing by the consumer to the company in respect of the supply of energy or otherwise under this agreement but the provision in this clause contained shall not prejudice any other remedy to which the company may be entitled for recovery of any such money.

Provided firstly that the amount of above said security deposit is liable to be enhanced suitably at such time and in such manner as has been specified in the tariffs framed by the BERC and enforce from time-to-time. The amount of security deposit in full or any additional amount over and above the amount already in deposit demanded by the company on enhancement aforementioned or otherwise shall be paid by the consumer by a date to be fixed by the company in the same manner as for payments of bills on account of energy and other charges under the tariffs in force and in case of

non-payment within the above given time, service may be disconnected on serving not has than clear 30 days notice whereafter connection can only be restored if deposit in full is made along with the disconnection and reconnection charges.

Provided secondly that the company shall pay an interest at bank rate as declared from time-to-time on the amount lying in deposit with it and the amount of interest as calculated shall be adjusted in any bill once in a financial year.

8. The agreement shall ordinarily enforced for a period of not less than one year or as specified in BESC in the first instance (except in exceptional cases in which written consent of the company will be taken) from the date of commencement of supply i.e.and thereafter shall continue from year to year until the agreement is determined as hereinafter provided.

Note-In case where the date of commencement of supply is a date subsequent to that of the execution of this agreement, the company is given power to fill in the date in the blank space provided for the same in this clause with prior intimation to the consumer. The consumer can produce his copy of the agreement to have such date filled in by the company.

9. (a) The consumer shall not be at liberty to determine this agreement before the expiration of one year from the date of commencement of the supply of energy. The consumer may determine this agreement with effect from any date after the said period on giving to the company not less than one calendar month's previous notice in writing in that behalf or as specified in BERC, and upon the expiration of the period of such notice this agreement shall cease and determine without prejudice to any right which may then have accrued to the company hereunder provided always that the consumer may at any time with the previous consent of the company transfer or assign this agreement to any other person and upon subscription of such transfer, this agreement shall be binding on the transferee and the company and take effect in all respects as if the transferee had originally been a party hereto in place of the consumer who shall henceforth be discharged from all liabilities under or in respect thereof.
9. (b) In case the consumer's supply is disconnected by the company in exercise of its powers under this agreement and/or law and the consumer does not apply for reconnection in accordance with law within the remainder period of the compulsorily availing of supply as stated above or the period of notice whichever be longer he will be deemed to have given a notice on the date of the disconnection in terms of aforesaid clause 9 (a) for the determination of the agreement and on expiration of the above said remainder period of compulsorily availing of supply or the period of notice whichever is longer, this agreement shall cease and determine in the same way as above.
10. Every sum that may become due from the consumer to the company under or in pursuance of the provisions of this agreement shall be payable to the

SBPDCL acting through its Electrical Executive Engineer/Electrical Superintending Engineer of the Area of the supply in which the consumer premises lie and shall be recoverable by such officers of the company as a public demand under the Bihar and Orissa Public Demands Recovery Act, 1914.

11. This agreement shall be read and construed as subject in all respects to the provisions of the Electricity Act, 2003 and rules framed thereunder together with rules/regulations (if any), tariffs and terms and conditions for supply of electricity framed and issued thereunder by the Bihar Electricity Regulatory Commission, and for the time being in force as far as the same may respectively be applicable and all such provisions shall prevail in case of any conflict or inconsistency between them and the terms and conditions of this agreement.
12. In case the consumer desires to increase his sanctioned load / contract demand, the company may require him to give three months notice or as specified in BESC in writing, stating the quantity of energy required.
13. If the consumer adopts any form of electrical apparatus or uses the energy supplied or deals with it in any manner, so as unduly or improperly to interfere with the efficient supply of energy to any other person by the company, the company may discontinue the supply so long as such electrical apparatus is so adopted.
14. The company shall be at liberty at any time to alter the demand charges, energy charges including minimum charges etc, as set out in the Schedule and the relevant entries in this Schedule shall be deemed as having been automatically revised with effect from the date the BERC enforces new tariff for the consumer and in terms thereof.
15. Any notice required to be given to the consumer shall be given to the consumer or his legal representative/administrator and any notice required to be given to the company shall be given to the EEE/Billing authority either by delivery or by post (under certificate of posting).

Any such notice, if sent by post shall be deemed to be delivered on the day following the day on which it shall be posted.
16. Any suit or proceeding arising out of and concerning any matter in this agreement shall be filed in a court having territorial jurisdiction over the place of point of supply of electricity to the exclusion of any other courts.
17. The stamp duty is payable by the consumer.

THE SCHEDULE REFERRED TO ABOVE

1. Description of premises –

(a) Holding No----- Plot No----- Ward No----- Khata No-----
----- Mohalla/Village -----P.O----- P.S -----
-----, Sub-divn.....District-----
-----E mail..... Mob.no.

(Strike out the words not applicable)

(b) Nature of right, title and possession of the consumer on the above given premises -----

2. Purpose for which supply is to be taken

(a) detailed description of plant and machinery owned and possessed by the consumer through which supply is to be taken by the consumer for the above said purpose.

(b) detailed description of lands and houses owned and possessed by the Consumer which shall be irrigated or otherwise benefited with the help of supply to be taken.

3. Point of supply

4. Connected load in Kilowatts/

5. Minimum charges by the Consumer (presently applicable).....

6. Nature of supply volt,
.....Phases, 50 Cycles, Alternating Current.

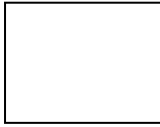
7. Tariff.

1. Signed by / on behalf of the consumer

(Signature in full)

Authorized by the Consumer under deed ofdt.
..... Resolution No..... dt.
.....

(Strike off the words not needed. Where the signature is made under authorization made by a deed/resolution, the Consumer should furnish an attested copy of such deed/resolution).



Seal/Common Seal of the Consumer

2. In presence of (1)
Full Address with E-mail and mob. no. (Signature in full)
.....

.....

(2)
Full Address with E-mail and mob. No. (Signature in full)
.....

.....

3. Signed for and on behalf of the SBPDCL
(Signature in full)



Designation and

.....

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Seal of the executing office of the company.
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4. In presence of - (1)
Designation and address with mob. No. (Signature in full)

.....

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(2).....
(Signature in full)

Designation and address with mob. No.

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