

## South Bihar Power Distribution Co. Ltd.

### H. T. AGREEMENT FORM

An agreement made this ..... day .....of two thousand ..... 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 Sri .....by religion ..... permanent resident of Village/town-..... P.O..... P.S..... District ..... (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 Partnership Act, 1932 / Companies Act. 1913/1956 bearing registration no.....of .....with the Registrar of Firms/Registrar of Joint Stock Companies at ..... in the state of ..... and having its registered. Office at ..... acting through its ..... namely Sri .....S/o .....permanent resident of village/town .....P.O. ....PS..... Dist..... is the State of ..... at present residing at village/town ..... P.O. ....P.S..... Dist.....mob.no. .... E-mail add.....(hereinafter referred to as the “consumer” which expression, shall unless excluded by or repugnant to the context including 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 in bulk 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” for his own use and/or for resale purpose later part not applicable where consumer is not licensee or has got exemption u/s 13 of the Electricity Act, 2003 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 point of supply mentioned in the schedule hereto, on and from the date on which the said premises shall be connected with the supply

distributing main and during the continuance of the agreement, a constant supply of electrical energy at the pressure of ----- Volts, 50 cycles, 3 phases, 3 wires, alternating current system subject to the standard variations as provided in the Indian Electricity Rules, 1956 or may other statutory modification thereof as may be in force from time to time for the purpose and up to the maximum specified (hereinafter referred to as the “contract demand”) and under the conditions laid down in 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 by 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 demand 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 on the whole.

**Provided secondly that**-in case a consumer does not avail of supply even within 6 months of intimation then this agreement shall come to an end and the company will be entitled to realize at once from the consumer cent percent price of monthly demand charges payable on the contract demand mentioned under item no-4 of the schedule to the agreement, for a period of compulsory period of availing supply as specified in 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 company shall at his own expense and subject to the conditions hereinafter contained provide and erect such switchgear and meters as may be necessary to afford control by the company of the supply and to measure the same. The company switchgear and incidental apparatus shall be under the sole control of the company and the consumer or his agents, offices or

servants shall not at any time touch or interfere in any way with the company said switchgears and apparatus.

- (b) All transformers. Switchgears and other electrical equipments belonging to the consumer and directly connected to the feeders shall be of suitable design and maintained to the satisfaction of the company. The setting of fuses and relays on the consumer's control gear as well as the rupturing capacity of any of the circuit-breakers shall be subject to the company's approval. The consumer from time to time and at all times shall allow the authorized employees of the company to inspect the electrical equipment of the consumer installed for all or any of the purposes connected with the supply of electrical energy to the consumer under this agreement.

Provided that if any of the above said equipments is supplied by the company the consumer shall pay to the company such hire charges as he may be asked by the company from time- to-time. On consumer's failure to pay such charges in time the company shall be entitled to remove the above said equipments and if necessary discontinue the supply. The consumer shall all along be responsible for safe custody of the equipments so long as they remain installed at the site and in case of damaged shall pay such compensation as may be demanded by the company. The company may remove the damaged equipment and if necessary discontinue supply. The company will resume supply only on receiving payment of all its dues up to date and if the consumer's installation is in the opinion of the company, in position to receive the supply under the contact.

- 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 resealing. In case the consumer refuses or neglects to sign. A note to this affect 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, in which the meter ran correctly and reading was duly recorded or as per prevalent tariff enforced time to time. 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.

- 4 (a) Subject to the minimum contract demand applicable for the category of supply in which the consumer falls as per company's tariff 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 BEREC and enforced from time to time in presently enforced tariffs being given in the Schedule to this agreement for easy reference. Such reference is subject to provision of clause 13 appearing hereinafter.
- (b) For the purpose of this agreement the maximum demand of the consumer for each month shall be largest total amount of Kilovolt ampere (KVA) delivered to the consumer at the point of supply during any consecutive 30 minutes in the month.
- (c) Maximum demand charges for supply in any month will be based on the maximum KVA demand for the month or 85 % of the contract demand whichever is higher or as per the tariff enforced from time-to-time.
- (d) That part of minimum charges referred to in provision to sub-clause (a) above, if not billed every month, the assessment for the same will be generally made at the end of the year commencing from the 1st April to 31<sup>st</sup> March of the following year which is the financial year of the company notwithstanding any agreement entered into in between this period in which case the minimum guarantee will be proportionate for the period for which the consumer is connected.
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 time 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 fifteen days after the expiration of each calendar month, deliver to the consumer the bill for energy consumed during that month in accordance with the reading of the meters and as per the tariff/codes/rules. Payment for energy supplied of energy shall be made by the consumer according to the bill within the due date specified in the bill as per terms of the tariffs framed by the BEREC 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 BEREC and enforced from time to time. If the amount of such 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 days' 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. The consumer shall have right to dispute 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 licensee in their own laboratory. In the event of the meter being tested by the licensee and 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 in force 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 working during the month under dispute and during the previous twelve months.
  
7. This consumer shall on receipt of a requisition from the company in this behalf, deposit with the South Bihar Power Distribution Co. Ltd. a sum of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ as security vide security money receipt no.....dated.....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 company's tariff enforce. 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 30days notice where after connection can only be restored if deposit in full is made along with the disconnection and reconnection charges as well surcharge per month or part thereof as per tariff enforced time-to-time on the amount of outstanding .

Provided secondly that the company shall pay an interest at savings 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 be in force for a period for 2yrs as specified by Bihar Electricity Supply Code was, 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 two years 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 three months previous notice in writing in that behalf or as amended in the Bihar Electricity Supply Code, 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 thereunder 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 3months 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 South Bihar Power Distribution Co. Ltd. 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, rules framed thereunder and 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 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 but it will not be obligatory on the part of the company to supply the energy on such requisition.
13. The company shall be at liberty at any time to alter the demand charges, energy charges including FPPCA charges(fuel surcharge) as set out in the Schedule appended hereto and this Schedule shall be deemed as having been automatically revised with effect from the date the BERC enforces new tariffs rates for the consumer.
14. 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 concerned Electrical Superintending Engineer of the concerned Electric Supply Circle Billing Authority either by delivery or by registered post or by e-mail.  
  
Any such notice if sent by post may be presumed to be delivered on the day following the day on which it shall be posted.
15. 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.
16. The stamp duty shall be payable by the consumer.

**THE SCHEDULE REFERRED TO ABOVE**

1. Description of premises –

(e) Holding No----- Plot No----- Ward No----- Khata No----  
----- Mohalla/Village – -----P.O----- P.S – -----  
-----, District----- E-  
mail..... mob.no. ....

(Strike out the words not applicable)

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

2. Purpose for which supply is given –

3. Point of supply –

4. Maximum Kilovolt amperes required by the consumer (i.e. Contract Demand)

5. Tariff charge- (presently applicable)

(c) Demand charge per month

(d) Energy charge per month –

6. Nature of supply ..... volt.

3 phase, 4 wire, 50 cycles.

7. Tariff. –

**In witness** whereof the said parties hereto have hereto set and subscribe their respective hand and seal the day and year first above written.

1. Signed by or on behalf of the consumer –

( Signature in full )

Authorized by the consumer under deed of

Date

Resolution no-

Date

(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)

1

Address in

Full with e-mail & mob. No.

(Signature in full)

2

(Signature in full)



Address in Full with e-mail& mob.no....

3. Signed for and on behalf of the company

Signature in full



Designation and address

Seal of the executing  
Office of the company.

4. In presence of –

2 .....

Designation and address

(Signature in full)

2.....

Designation and address

(Signature in full )

**AGREEMENT**

For supply of power

Between

South Bihar Power Distribution Company Limited

And

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Date of commencement of supply .....