

Form of agreement with Consumers as per the provisions of Regulation 6 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005

ARTICLES OF AGREEMENT made on the ... day of 20 , BETWEEN THE TATA POWER COMPANY LIMITED, being a Company registered under the Indian Companies' Act (VII of 1913) and having its registered office at Bombay House, 24, Homi Mody Street, Mumbai 400 001 (hereinafter referred to as "the Licensee" which expression shall unless excluded by or repugnant to the context, include its successors and assigns) of the one part AND and having its Head Office at (hereinafter referred as "the Consumer" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the Consumer has requested the Licensee to furnish it supply of electrical energy at for the purpose of light and power for Commercial / Industrial premises / Residential / Shop Malls and Multiplexes /any other - please specify (strike out those which are not applicable) and the Licensee has agreed to afford such a supply to the Consumer on the terms and conditions hereinafter contained:

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:
Words or expressions used herein shall have the meanings assigned to them in the Electricity Act, 2003 including any of the amendments or the rules or regulations made thereunder.

1.1	The Licensee shall furnish to the Consumer and the Consumer shall take from the Licensee all the electrical supply required by it for operating its establishment but upto a power level ofKW/kVA Maximum Demand (hereinafter called the "Sanctioned Demand") and subject to the provisions hereof.	Supply of Power / Sanctioned Demand
1.2	In the initial phase consumer shall use a power level of.....KW / KVA Maximum Demand (hereinafter called the "Contract Demand") which may be enhanced as per the increasing power needs by a official communication but upto the level of Sanctioned Demand in Clause 1.1 above.	Sanctioned/ Contract Demand
2.1	<p>If the Consumer desires to increase / decrease its Sanctioned / Contract Demand specified in Clause 1.1 and 1.2 above, it may request the Licensee in writing for such change and the Licensee shall make such changes as per the provisions of Regulation 3.3 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005. Provided further the Consumer agrees to pay to the Licensee any expenses incurred by reason of alteration and/or extension in respect of any such service line, switchgear, meters and other equipments necessitated to meet such altered Sanctioned/ Contract Demand or pro-rata contribution to the extent of additional utilization of Licensee's facilities, based on the rates contained in the Schedule of Charges approved by the Commission under Regulation 18 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005.</p> <p>Such altered Sanctioned/ Contract Demand will thereafter be considered the Contract Demand for the purposes of this Agreement.</p>	Consumer can have the Sanctioned/ Contract Demand increased / decreased periodically.
Note:	The Licensee may give such additional supply, provided that the Agreement will be deemed to be revalidated for a further period of five years therefrom.	
2.2	The Consumer hereby agrees to abide by the restrictions imposed by MERC on usage of electricity and to pay all the penalties, as may be specified from time to time by the Hon'ble Commission (MERC), for exceeding the Demand beyond the Contract Demand as agreed in this Agreement and the subsequent revisions in the Contract Demand, as applicable.	Exceeding Contract demand
2.3	Notwithstanding anything contained in this Agreement the Consumer agrees to the supply of electricity under this Agreement being curtailed or staggered or cut off altogether under the orders of the Hon'ble Commission as per Section 23 of the Electricity Act, 2003 including any of the amendments or State Government of	Supply is subject to control by Hon'ble Commission / State Government.

	Maharashtra, under the Bombay Electricity Special Powers Act, 1946, if the power position or any emergency arising in the power system warrants in the opinion of the Hon'ble Commission / State Government such a course of action.	
3.0	The supply of electrical energy to the Consumer shall be in the form of single / three-phase (strike out whichever is not applicable) alternating current at a frequency of 50 cycles per second and a pressure ofVolts (as specified in the Conditions of Supply) subject always to the tolerance limits prescribed by the Electricity Act, 2003 including any of the amendments and the Indian Electricity Rules, 1956 and MERC SoP Regulations.	Form of Supply.
4.0	The points of supply of energy to the Consumer shall be at the outgoing terminals of the circuit breakers or cutouts installed in the sub-station building or site provided by the Consumer for such supply.	Point of Supply.
5.1	<p>The Consumer shall provide and afford to the Licensee free of charge in the Consumer sub-station and elsewhere on the above premises, all buildings and other space required by and suitable to the Licensee for their meters, switches, cables and other apparatus and equipment as may be required in connection with the installation and all facilities thereof and provide for the supervision and maintenance of the same. All structural and other alterations and masonry work incidental to the installation shall be carried out at the cost of the Consumer. The consumer shall provide to the Licensees representatives unrestricted and immediate access to the above facilities at all times.</p> <p>The space marked for the usage of Licensee shall not be in the basement or any such location prone to water logging.</p>	Consumer to provide certain facilities.
5.2	The Licensee shall be at liberty to bring into such premises not only the direct feeders from the Licensee's Receiving Station and/or the high voltage mains but also cables connecting other consumers or cables for Licensee's infrastructure requirement. The Licensee shall be at liberty with the consent of the Consumer (which shall not be unreasonably withheld) to provide all requisite switchgear and connections thereto on the above premises and to furnish supply to other consumers through the cables and terminal situated on the Consumer's premises.	Licensee may bring-in the cables for supply to other consumers.
6.1	The Consumer shall furnish to the Licensee, the particulars of the design and location of the building for housing the Licensee's bulk supply apparatus and metering equipment and particulars of protection to be provided for safeguarding the equipment in	Consumer to furnish information regarding his equipment

	accordance with the Indian Electricity Rules, 1956 and the Rules of the Fire Insurance Company in terms of which the Consumer's installation is proposed to be insured.	at the sub-station.
6.2	The consumer shall furnish to the Licensee full particulars accompanied by drawings showing the arrangements of all electrical plant and apparatus intended to be installed by the Consumer in connection with the use of Licensee's supply and changes thereof.	Consumers Electrical Equipments Layout
6.3	All transformers, switchgear and other equipment belonging to the Consumer and directly connected to the feeder or line of the Licensee shall be of suitable design and be maintained to the reasonable satisfaction of the Licensee. The setting of fuses and relays on the Consumer's control gear as well as the rupturing capacity of any of its circuit breakers shall be subject to the approval of the Licensee.	Design of Consumers Electrical Equipment
6.4	The Consumer shall abide by the provisions relating to safety and electricity supply as per Section 53 of the Electricity Act 2003 and Licensee's Safety Code and Operating Instructions issued to it from time to time for the purpose.	Consumer to abide by Safety Code and Operating Instructions of the Licensee.
6.5	If the Consumer discovers any serious defect in his installations, it shall forthwith disconnect the same from circuit of supply. The consumer shall take adequate precaution to install appropriate apparatus for eliminating injection of Harmonics in the Licensees Supply. If the defects in Consumer's apparatus is causing undue stress to the Licensee's system then the Licensee may disconnect the supply till the corrective action is taken by the consumer.	Consumer to disconnect the installation himself if he discovers serious defects.
6.6	The Licensee shall be under no responsibility of any kind for and/or in connection with the Consumer's installation or any apparatus on the Consumer's side of the point of supply.	Licensee not responsible for Consumer's installation.
7.1	The Consumer shall give all possible advance notice of any changes in or extension of its plant, which may tend to increase its electrical requirements and possibly affect the regulation of the Licensee's power system. Such notice shall be accompanied by a description of any new installations or extensions of the plant contemplated and of the electrical equipment to be installed.	Extension and alterations.

7.2	<p>The Consumer shall not make any alteration in the machinery either by way of addition or substitution or transfer, which are likely to increase the obligation of the Licensee to supply electrical energy in excess of Contract Demand, or to overload, damage or otherwise prejudicially affect the Licensee's electrical equipment at its premises or any part thereof, and to avoid all doubt on the subject, shall first notify the Licensee of the intended alterations and obtain its approval in writing, which shall not be unreasonably withheld or delayed.</p> <p>Provided further that nothing in sub-clause 7.1 and 7.2 shall be construed to mean that, even if the quantum contracted for in this Agreement is not exceeded in any way, the Consumer can alter or substitute plant, machinery and equipment so as to serve or subserve a different purpose than the one mentioned herein without the proper sanction of the Licensee, the Hon'ble Commission (MERC).</p>	Change in Customers Load Profile
7.3	<p>Where no such approval referred in sub-clause 7.2 in writing is obtained, the Licensee shall be entitled to cut off the supply to the Consumer until the excess demand or overload has been removed, if in the opinion of the Licensee, the obligation to supply electrical energy is materially increased in excess of the Contract Demand or any part of the Licensee's electrical equipment including feeders and metering equipment is overloaded or liable to be damaged or otherwise prejudicially affected.</p>	Licensees right to Cut off Supply
8.1	<p>The Licensee shall take all reasonable precautions to ensure continuity of supply of power to the Consumer but it shall not be liable to the Consumer for any loss due to interruption of supply of power by reasons of damage to the plant and equipment of the Licensee during war, mutiny, riot, earthquake, cyclone, tempest, strike, civil commotion, lock-out, lightning, fire, flood or accident or cause beyond the Licensee's control, whether similar to above or not. Provided always that the Licensee shall give notice as early as possible of the probable duration of any interruptions in supply due to any of the aforesaid reasons and will use every practicable means to make the period of interruption as short as possible.</p>	Interruptions to supply and force majeure.
8.2	<p>The Licensee shall always be entitled for the purpose of testing or any other purpose connected with the efficient working of the undertaking to temporarily discontinue the supply for such period as may be necessary, subject always to adequate advance notice being given in this behalf, with the object of causing minimum inconvenience to the Consumer.</p>	Interruptions to supply for establishment and testing.

9.1	The electrical energy supplied under this Agreement shall not be utilised by the Consumer in any manner prejudicial to the Licensee and all usage must be according to such methods and in such place as shall have been previously approved by the Licensee.	Not to use the power in a manner prejudicial to the Licensee.
9.2	The Consumer shall not sell the electrical energy obtained under this Agreement or divert its use to any purpose other than that for which it was originally sanctioned and/or taken from the Licensee until and unless the prior sanction of the Hon'ble Commission (MERC) has been obtained to such diversion.	Shall not change the purpose
10.1	The Consumer shall pay to the Licensee every month charges for the electrical energy supplied under this Agreement during the preceding month at the tariff specified in the Licensee's Tariff Order as specified by the Hon'ble Commission and as per the Schedule of Charges in force from time to time and applicable to this class of service.	Payment for supply
10.2	The Billing Demand for purposes of payment of charges shall be calculated based on the Licensee's Tariff Order as specified by the Hon'ble Commission, in force from time to time and applicable to this class of service.	Billing Demand
	A copy of the Tariff Booklet and Schedule of Charges as specified by the Hon'ble Commission in force from time to time and applicable to this class of service. is set out in Annexure-I attached hereto.	Annexure-I
10.3	Any complaint with regard to the accuracy of the bills payable by the Consumer shall be made in writing to the Licensee, but the amount of the bills payable shall be paid under protest within the prescribed period of 15 days. The amount of the bills paid under protest will be regarded as advance to the Consumer's account until such time as the bills in dispute have been fully settled.	Billing Complaints
10.4	If the Consumer neglects to pay any charge for electrical supply due to the Licensee under this Agreement, the Licensee shall levy delayed payment charges and interest on arrears in accordance with relevant orders of the Hon'ble Commission, appropriation of security deposit and or disconnection of supply in accordance with the provisions of the Electricity Act, 2003 including the amendments and the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005, as in force from time to time.	DPC and Interest on arrears

<p>10.5 In the event of the Licensee cutting off the supply of electricity as aforesaid, it shall be entitled not to restore the supply to the Consumer or its successors (which expression shall include any other person acquiring the establishment to which electricity was being formerly supplied) until payment is made in full of all the arrears of bills for electricity supply, together with the expenses incurred in cutting off and restoring the supply as per Schedule of Charges approved by the Hon'ble Commission.</p>	<p>Supply Restoration</p>
<p>11.1 The Licensee shall levy to the consumer, the tariff and other charges as applicable to this class of consumers, in accordance with the Hon'ble Commission's Tariff Order for the licensee and as per the provisions of MERC (Terms and Conditions of Tariff) Regulations, 2005, in force from time to time.</p>	<p>Change in Tariff and other charges applicable to the consumer.</p>
<p>11.2 The Consumer shall also bear and pay all taxes, rates, octroi, duties, surcharges, dues levied on it by the Central or State Governments or any Municipality or other local authority on the generation, distribution, supply, sub-station, consumption, sale or purchase of electricity and in the event of any such taxes, rate, octroi, duties, surcharges or dues being levied on or made payable or paid by or recovered from the Licensee the amount thereof shall be reimbursed on demand by the Consumer to the Licensee.</p>	<p>Payment of taxes, duties and other statutory levy.</p>
<p>12.0 The Consumer shall, where the Licensee requires it to deposit for the payment of the Licensee's bills for the energy supplied, services rendered and for the value of the meters and other apparatus installed at the Consumer's establishment, deposit such sum in cash as may be specified by the Licensee from time to time or in lieu thereof an acceptable Bankers Guarantee in this behalf in accordance with the Regulation 11 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005, as in force from time to time. Where the deposit is held in cash, interest at a rate equivalent to the bank rate of the Reserve Bank of India on monthly minimum balance shall be allowed.</p> <p>The Licensee shall always be at liberty to apply the deposit towards overdue bills in the month next after the month to which the bills relate and any time thereafter on giving it 30 days' notice, call upon it to make good the shortfall in deposit or such enhanced deposit as the</p>	<p>Security Deposit</p>

<p>Licensee deem it necessary in view of the increased bills of the Consumer or continued irregular payment and to discontinue the supply thereafter if the deposit is not made up to the required amount till it is so done. In like manner, the Licensee may call upon the guarantor to pay all charges on overdue bills on fifteen days' notice to him / it in this behalf in the month next after the month to which the bills relate, as well as, call upon him / it to increase the guarantee, where it so requires, and to discontinue supply if the increased guarantee is not forthcoming, till it is so done.</p>	
<p>13.1 This right of supply under this Agreement shall subsist for a period of five years from the date of commencement of agreement (defined under sub-clause 13.3 hereof) and shall remain in force from year to year thereafter, unless terminated in accordance with the termination clause hereinafter specified.</p>	Term of Agreement
<p>13.2 The agreement shall be deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period of more than six (6) months: Provided that the termination of agreement is without prejudice to the rights of the distribution licensee or of the consumer under the act for recovery of any amounts due under the agreement. A consumer may terminate the agreement after giving a notice of thirty days to the distribution Licensee.</p> <p>Whenever an agreement is terminated by notice given by the consumer the distribution Licensee shall give a written intimation to the consumer within 14 days after termination failing which it shall be construed that such intimation has been given to the consumer.</p> <p>The consumer agrees and undertakes that, in case the agreement is terminated before the completion of five years from the commencement of the agreement, he shall not seek the supply of electrical energy in a manner which involves use of distribution infrastructure of any other licensee until after the expiry of five years from the date of commencement of this agreement.</p>	Permanent Disconnection

<p>13.3 Upon the termination of the Agreement, all money deposited by the Consumer with the Licensee as security or so much thereof as shall not have already been applied by the Licensee in satisfaction of its claims under this Agreement, shall be applied in satisfaction pro-tanto of any claim of the Licensee then outstanding and the same or balance thereof as the case may be, shall not be returnable to the Consumer until all amounts between the Licensee and the Consumer have been finally settled and all balances(if any) due to the Licensee by the Consumer have been finally paid and discharged.</p>	<p>Licensee's right to adjust security deposit</p>
<p>13.4 The date of commencement of Agreement shall be the date when the consumer hands over the sub-station premises to the Licensee for carrying out the installation of equipment for extending the power supply or the date from which the power supply is given, in case a separate sub-station premises is not handed over to the Licensee.</p> <p>The Consumer shall from the date of extension of supply, pay the Licensee in every month, the electricity charges as per the Licensee's prevailing tariff rates as approved by the Hon'ble Commission.</p>	<p>Commencement of Agreement</p>
<p>14.1 The Licensee shall install and maintain such meter or meters as may be required to properly measure the electrical demand and energy consumption and will inspect and test its meters, as to condition or accuracy at such intervals as the Licensee deems it necessary to keep them in proper condition according to the Electricity Act, 2003 including its amendments and Rules. The readings given by such meter or meters shall be taken to be correct for billing purposes. The Licensee shall forthwith adjust to required accuracy any meter found to be inaccurate within the meaning of the Indian Electricity Rules, 1956 or to have ceased registering or substitute therefor-another meter of prescribed accuracy.</p>	<p>Meters.</p>
<p>14.2 When the loads do not justify the installation of high tension metering at the point of supply, suitable meters will be installed by the Licensee on the low tension side of the Consumer's transformers and to reading of the meters shall be added the average losses in transformers ordinarily calculated as follows:</p> <p>$\frac{730 \times \text{KVA rating of the transformers}}{100}$ units per month, plus one percent added to units registered, for copper losses. And to arrive at the equivalent H.T. demand two percent shall be added to the recorded maximum demand on the L.T. side.</p>	<p>Metering at LT where HT metering is not justified</p>

<p>In the event of non-availability of a suitable meter to measure directly the integrated KVA demand, such demand shall be determined from the monthly KW demand and the power factor at the time of Maximum Demand, which will be determined at half-hourly intervals.</p>	
<p>14.3 The readings of the Licensee's meters shall be taken by the authorized representative of the Licensee in the presence of Consumer's representative, as far as possible on the same date and about the same hour every month, and the reading so taken shall be binding and conclusive between the Consumer and the Licensee as to the quantum of demand and electrical energy supplied to the Consumer. In case the Consumer does not arrange for its representative to be present at the time of the readings of the meters, the readings of the meters taken by the representative of the Licensee shall be conclusive and binding on the Consumer and the Consumer shall not have the right to raise any objection regarding the correctness or accuracy of such readings.</p>	<p>Meter Reading</p>
<p>14.4 The meters shall be tested for errors by the Licensee by means of standard instruments in the presence of the Consumer's Electrical Engineer or his representative as per the CEA (Installation and operation of Meters) Regulations, 2006. Where the meter is found to be defective in any such test, adjustments in the Bills shall be made for error at average load and power factor of the Consumer.</p>	<p>Meter Testing</p>
<p>14.5 The Consumer shall be entitled to have a special test of the meters carried out at any time and the expenses of such test as per Schedule of Charges approved by the Hon'ble Commission shall be borne by the Licensee or the Consumer, according as the meters are found defective or correct, as a result of such test. The meters shall be deemed to be correct if the limits of error do not exceed those laid down in the Indian Electricity Rules, 1956 or any statutory modifications thereof for the time being in force.</p>	<p>Special Meter Testing</p>
<p>14.6 The meters shall be properly sealed on behalf of the Licensee and the Consumer and shall not be interfered with by either party except in the presence of the other party or its representative in this behalf.</p>	<p>Seals</p>

<p>15.0 The Consumer shall for purposes of determining the electricity duty payable under the Bombay Electricity Duty Act, 1958, at all times and to the satisfaction of the State Government, suitably segregate as may be required, the electrical circuits in the premises and install and maintain correct meters for determining the suitable consumption under the various categories.</p>	Electricity Duty
<p>16.0 The Consumer shall at all times permit the authorised representative of the Licensee to enter its premises for the purpose of examining the electrical plant, meters and apparatus and doing all things necessary or incidental to the proper carrying out of these provisions and shall afford every facility therefor.</p> <p>Any attempt on the part of the Consumer or his agent or its employees or any one acting on its behalf to prevent such entry shall render the Consumer liable to have the power supply cut off immediately and reconnection shall not be made until such entry is permitted and until the cost of disconnection and reconnection has been paid by the Consumer. During emergencies such entry shall be permitted after normal working hours also.</p>	Entry to consumer premises
<p>17.0 The Consumer shall be responsible for and will make good to the Licensee the loss of and all damages to the meters, electrical lines and/or apparatus of the Licensee due to accident or negligence on the part of the Consumer or its employees or to fire or other accident on the premises not beyond its control.</p> <p>The Licensee shall be at liberty to place its name-plates or marks or number on the Licensee's property in the said premises and the Consumer shall not alter or remove such plates, marks or number on its property.</p>	Licensee property
<p>18.0 The Licensee may discontinue the supply if the Consumer installs any apparatus which is likely to affect adversely the supply to the Consumers, or uses energy supplied or deals with it in any way or manner so as to unduly or improperly interfere with the efficient supply of energy to any other consumer by the Licensee. Supply shall be restored to the Consumer on its taking such remedial action to the satisfaction of the Licensee.</p>	Consumer not to use apparatus likely to interfere with supply to other consumer.

<p>19.0 Where the Consumer's installation is disconnected from the Licensee's supply as per the provisions of the Electricity Act, 2003 including all its amendments, the supply shall be reconnected on the application of the Consumer and on payment of any arrears of bills and a fee of reconnection as per the Schedule of Charges as approved by the Hon'ble Commission from time to time.</p>	<p>Reconnection of supply.</p>
<p>20.0 If at any time the Consumer is prevented from receiving or using the electrical energy to be supplied under this Agreement either in whole or in part, due to conditions arising due to any strike, riots, insurrection, command of a civil or military authority, fire explosions, or any cause beyond his control or if the Licensee is prevented from supplying or if unable to supply electrical energy owing to all or any of the causes mentioned above, then the contracted demand for that year shall be altered accordingly by mutual consent provided due notice of such cause and the extent of the reduction is given by either party to the other.</p> <p>Should however the Consumer be obliged to totally suspend the operations due to total destruction of the establishment due to any of the causes mentioned above, it may, with the consent of the Licensee, (which consent shall not be unreasonably withheld) obtain the cancellation of the Agreement as from the date of such total destruction.</p>	<p>Partial suspension of the operations of the establishment</p>
<p>21.1 If at any time during the continuance of this Agreement, the Consumer without the previous consent of the Licensee in writing shall :</p> <p>(a) being a limited Company pass a resolution for winding up, (save for the purpose of reconstruction or amalgamation) or be ordered to be wound up by a Court of Competent Jurisdiction, or being an individual or individuals commits an act of insolvency or be adjudged insolvent, or</p> <p>(b) execute or create any mortgage charge or other encumbrance on any property or asset of the Consumer so as to prejudicially affect the Licensee' electrical meters, plant, apparatus and equipment at the Consumer's premises or any part thereof or any right exercisable by the Licensee in connection with the said meters, plant, apparatus and equipment, or</p>	<p>Licensee's Consent for Winding up etc.</p>

<p>(c) commit any breach or fails to observe and perform any of the conditions and provisions contained in this Agreement and Annexes thereto and on its part to be observed and performed:</p>	
<p>21.2 The Licensee shall be at liberty to terminate this Agreement by giving one month clear notice to the Consumer and upon such termination the Consumer shall forthwith pay to the Licensee all the amount then due as per this Agreement.</p> <p>The Agreement shall be deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period more than six (6) months.</p>	<p>Termination of Agreement.</p>
<p>21.3 Where the Consumer sells or otherwise disposes of the properties to which electric supply is given or has been contracted for under this Agreement, the benefit of this Agreement will upon such sale or disposal be available to the Purchaser till the date of termination of the Agreement and only for the purpose provided for in this Agreement and the Purchaser will also be subject to the liabilities and obligations under this Agreement till the date of termination of this Agreement thereof, provided however that the consumer shall have given to the Licensee at least one calendar month's previous notice in writing of its intention to sell or dispose of the said properties and provided further that it has cleared and paid all dues payable by it under this Agreement upto the date of such sale or disposal. If, however, the Consumer fails to give the said notice and to clear and pay the dues as aforesaid, then in addition to all dues and charges payable by it upto the date of such sale and disposal the Consumer will, notwithstanding the sale or disposal of the properties, continue to be liable to the Licensee for payment of all charges for consumption and other charges payable under this Agreement even after the sale or disposal of the said properties.</p>	<p>Assignment of agreement</p>

IN WITNESS whereof the Licensee and the Consumer have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by :

The Tata Power Company Limited

in the presence of :

Name

Sign

1.

2.

Signed, sealed and delivered by:

Constituted Attorney
For and on behalf of

in the presence of :

Name

Sign

1.

2.