

APPENDIX – III
Agreement for supply at High Tension

Agreement executed this _____ day of 20____ by _____ for themselves/ himself/ itself and for their/ his/ her/ its assigns and successors in favour of the Meghalaya State Electricity Board statutory corporation constituted under Section 5 of the Electricity (Supply) Act, 1948 and its successors and assigns hereinafter called the BOARD.

2. SUPPLY OF POWER:

I/We the above -mentioned have requested the Board to supply electricity at High Tension for the purpose of _____ and the Meghalaya State Electricity Board has agreed to afford such supply on the terms and conditions notified by them from time to time under Section 49 of the Electricity (supply) Act, 1948 and those herein contained.

Details of supply : -

- a. Purpose
- b. Category

3. LOAD CONTRACT DEMAND:

I/We agree to take from Meghalaya State Electricity Board electric power for the following contract demand _____ KVA for the first year _____ KVA for _____ year.

The above demand shall be taken to be my/ our maximum demand exclusively for the purpose mentioned in 2 above. My/ our connected load are as follows :

Details of connected load –

I/We shall not effect any change of either maximum demand or the contract demand as given above.

4. RESALE OF ELECTRIC POWER:

I/We undertake that :-

I/We shall not sell electrical energy obtained under this agreement without proper sanction in writing from the Board.

5. OBLIGATION TO COMPLY WITH REQUIREMENT OF ACTS, RULES, TERMS AND CONDITIONS OF SUPPLY:

I/We further undertake to comply with all the requirements of the Indian Electricity Act, 1910, the Electricity (Supply) Act, 1948, the rules there under, the provisions of the tariffs, the Schedule of Miscellaneous Charges, the terms and conditions of supply prescribed by the Board from time to time and agree not to dispute the same.

6. DATE OF COMING INTO FORCE OF THE AGREEMENT:

I/We undertake to receive the supply within 3 months from the date the Board intimates that it is ready to give the supply to my/ our premises, failing which I/we undertake to pay the Board the minimum charges as may be applicable and decided by the Board. Further, the provisions of this contract shall be deemed to have come into force from the date of commencement of the supply for the date of expiry of the 3 months notice above referred to, whichever is earlier.

7. PERIOD OF AGREEMENT:

I/We undertake to avail supply for a minimum period of 5 years from the date this agreement has come into force.

8. DETERMINATION OF THE AGREEMENT:

I/We shall be at liberty to determine the contract by giving in writing one years notice expressing such intentions at any time after the period of 4 years. I/We agree that Meghalaya State Electricity Board may terminate the contract at any time giving 7 days notice if I/We violate the terms of this agreement or the terms and conditions of supply notified by the Meghalaya State Electricity Board from time to time or provision of any law touching this agreement including the Electricity (Supply) Act, 1948, the Indian Electricity Act, 1920 and the rules there under. This agreement shall remains into force until it is terminated as indicated above.

9. OBLIGATION OF THE CONSUMER TO PAY ALL CHARGES LEVIED BY THE BOARD:

From the date this agreement comes into force, I/We shall be bound by and shall pay the Board energy charges, surcharges, meter-rents and other charges if any, in accordance with the charges/ tariffs applicable and terms and conditions of supply notified by the Board from time to time. In the event of my/our failure to pay the Board any sum due for payment to the Board on the dates fixed for payment thereof, the Board may, in addition to and without prejudice to other rights of the Board, appropriate a part or the whole of the security deposit paid by me/ us. I/ We agree that refund/ recovery arising out of any disputed bill shall be made from the bill after settlement of the dispute.

10. BOARD'S RIGHT TO VARY TERMS OF AGREEMENT:

I/We agree that the Board shall have the unilateral right to vary, from time to time, the terms and conditions of supply under this agreement by special or general proceedings. In particular, the Board shall have the right to enhance the rates chargeable for supply of electricity and alter/enhance the Miscellaneous charges according to exigencies as may be decided by the Board.

11. MONTHLY MINIMUM CHARGES:

I/We shall pay minimum charges every month as prescribed in the tariff and terms and conditions of supply even if no electricity is consumed for any reason whatsoever and also if the charges for the electricity actually consumed are less than the minimum charges. The minimum charges shall also be payable by me/ us even if electricity is not consumed because the supply has been disconnected by ;the Board because of non payment of electricity charges, pilferage or other malpractice or any other valid reason for discontinuance/ interruptions of supply.

I/We hereby agree that if I/We am/ are found indulging in theft of energy or any malpractice in respect of the use of electrical energy, I/We shall pay additional charges as may be levied by the Board and I/We also agree that in such an event, the Board shall, in addition to levy of this additional charges, have ;the right to disconnect the supply of electricity to my/ our premises for such period as may be decided by the Board.

Signature of the Consumer

Date -----

Signed by the consumer in my presence :

Signature :

Name and address :

Signature :

Name and address :