

**Standard Agreement Form for Supply of Electrical Energy to Low Tension
Consumers**

[See Regulation 7.15 of the Madhya Pradesh Electricity Supply Code]

THIS AGREEMENT made on the day of Two thousand and between(Name of the Licensee) (hereinafter called "the Licensee" which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the ONE PART And (name of the consumer and the address in detail should be mentioned. In the case of Registered partnership firm, besides the name and address of the firm the name and address of the Managing Partner or the Partner executing the agreement on its behalf should be mentioned. In the case of a Company incorporated under the provisions of the Companies Act, 1956, the address of the registered office of the Company and the name of the Managing Director or the Officer of the Company duly authorised to execute the agreement should be stated) (hereinafter called "the consumer" which expression, unless repugnant to the subject or context, shall include his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

WHEREAS the consumer has requested the licensee to supply electrical energy to the premises (map* enclosed) of the consumer situated at in the district of and which, for greater clearness, delineated on the plan hereto annexed and thereon coloured, for the purpose of and the licensee has agreed to supply the same on terms and conditions stipulated hereunder.

NOW THESE PRESENTS WITNESS that in consideration of the payment to be made by the consumer as herein after contained, it is hereby MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1 **Duration of Agreement:** This agreement shall commence from the date of supply or the day immediately following the expiry of thirty days' notice of intimation served by the licensee on the consumer that supply of electrical energy is available under this agreement, which ever is earlier. This Agreement shall continue to be in force until the expiry of TWO years from the date of commencement of agreement and thereafter shall be deemed to be continued from year to year unless the agreement is terminated as per clause 4 of this agreement.

2 **Electricity Supply Code:** The consumer has obtained and perused a copy of the Madhya Pradesh Electricity Supply Code'2004 including amendments & addendums made to it from time to time and has understood its contents, and undertakes to observe and abide by all the terms and conditions stipulated therein to the extent they are applicable to him. The said Code as modified from time to time, to the extent they are applicable, shall be deemed to form part of this Agreement. Any regulation framed by the Commission in regard to supply of electricity shall also be deemed to form part of this agreement.

The Licensee has supplied and the consumer has understood the provisions of other applicable regulations prescribed by MP Electricity Regulatory Commission (herein after referred as Commission) and any modification as may be applicable from time to time and has agreed to abide by all such terms & conditions provided therein.

3 **Quantum of Supply:** Subject to the provisions hereinafter contained and during the continuance of this Agreement, the licensee shall supply the consumer and the consumer shall take from the licensee, by any other course as permitted under law, a supply up to but not exceeding a contract demand ofkVA/ kW/ HP from.....kVA/ kW/ HP from

4. Type of Supply: The aforesaid supply shall be from a 50 Hz alternating current system at a normal pressure of..... Volts at phase . The frequency and pressure of the

supply at the point of supply shall be subject to fluctuations that are incidental to generation and transmission of electrical energy. But such fluctuations shall not, except for reasons beyond the control of the licensee, exceed the limits provided in IE Rules 1956 and any other applicable rules & regulations

5. Security Deposit: The consumer shall pay ‘Security Deposit’ as prescribed under regulations issued by the Commission. The consumer undertakes to make any additional security deposit, as and when called upon by the licensee under regulations issued by the Commission. Failure to pay the deficient security deposit will entitle the licensee to disconnect the supply after serving 15 clear days notice to comply with the deficiency.

6. Metering: For the purpose of registering the electrical energy taken by the Consumer under this Agreement, a suitable meter and metering equipment shall be provided and maintained by the licensee.

7. Charges to be paid by the consumer: The consumer shall pay to the licensee, for power demanded and electrical energy supplied under this agreement, charges in accordance with the Tariff, including other terms and conditions as applicable to the category of service and also as per the ‘Schedule of Miscellaneous Charges’ as in force from time to time. After the commencement of the agreement no further option in the selection of alternative tariffs (within the same category) will be allowed except once in initial agreement period of two years in addition to any option that may be specified in Tariff Order issued by the Commission from time to time.

Provided that the consumer shall pay electricity duty, cess or such other levy, tax or duty as may be prescribed under any other law in addition to the charges payable under the Madhya Pradesh Electricity Supply Code, 2004, Tariff, Schedule of Miscellaneous Charges and other charges as approved by the Commission from time to time.

8. Disconnection: In the event of the consumer failing to comply with the terms & conditions of this agreement or any of them, then the licensee is free to discontinue the supply of energy to the consumer, as per the applicable rules and regulations and the licensee shall not be liable for any compensation or damages, if any, so suffered by consumer

without prejudice to the right of the licensee to recover the outstanding dues and the applicable demand/ minimum charges during the period of such disconnection.

9. Termination of the agreement by either the licensee or the consumer: Domestic and single-phase Non-domestic category of consumers may terminate the agreement after giving a 15 days' notice. Other consumers can terminate the agreement after the expiry of the initial period of two years on giving one-month's notice. The licensee may also terminate the agreement by providing similar notice to the consumer and stating the reasons of such termination in writing. Provided that if power supply remains disconnected for a period of sixty days for non-payment of dues or non-compliance of the directions issued under the Madhya Pradesh Electricity Supply Code'2004, and even after issue of a show cause notice by the licensee, no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply within the period specified in the notice, the agreement of the licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the period specified in the notice. The period of the show cause notice shall be seven days.

However, if the agreement is to be terminated, for categories other than Domestic and Single phase non-domestic light & fan and power, before completion of the initial period of agreement, the consumer shall be liable to pay charges as per tariff for the balance period of the agreement.

10. Special clause(s): (see note given at the end of form)

11. Correspondence:

- (a) Any letter, order or document addressed to the consumer shall be served by post or left at the address given in the preamble to this agreement in the manner prescribed in Section 171 of the Electricity Act, 2003.
- (b) All communication to the licensee shall be addressed to or to any other office authorised or designated in this behalf.

12. Stamp Duty: The consumer agrees to bear the cost of the stamp duty and all costs incidental to the execution of this Agreement in full.

13. Disputes: This agreement shall be deemed to be entered into at the location of registered office of the licensee and all disputes and claim, if any, in respect of this contract are to be settled at such locations as mentioned in the Guidelines for Redressal of Consumer Grievances or be triable only in any competent court situated within the area of operation of the licensee.

In WITNESSES WHEREOF the parties hereto have put their hands and seals this the day of20

Signature of the consumer, name & address	Signature of Authorized Signatory of Licensee, name & address

Signatures of witness to the execution by the consumer, name & address	Signatures of witness to the execution by the person of the licensee, name & address
1.	1.
2.	2.

The Common seal was hereunto affixed in the presence of (applicable for limited companies)

1 .

2 .

Note:

* The map of premises attached with the application form by the applicant and verified by the licensee , indicating point of supply thereon, shall become a part of the agreement and both the parties shall be signatory on this map.

** Any other condition(s) that may be mutually agreed between the licensee and the consumer and that is(are) in accordance with the prevailing Rules, Regulations.