

POWER SUPPLY AGREEMENT FOR SUPPLY OF LOW TENSION ELECTRICAL ENERGY

An Agreement made this _____ day of _____ (date) of _____ (month) two thousand and ____ between the _____ ELECTRICITY SUPPLY COMPANY LTD, a body constituted by the Government of Karnataka (hereinafter called the 'LICENSEE' which expression, wherever the context so admits shall include its successors and assigns) of the one part;

AND

_____ (herein after called as the 'CONSUMER' which expression, wherever the context so admits shall include its successor, successors in business and assigns, heirs, executors and administrators) of the other part.

Whereas at the request of the Consumer, the Licensee has agreed to supply to the Consumer electricity for the purpose of _____ in his her/it's premises at _____

for bonafide purpose within the premises.

1. DEFINITIONS:

In this Agreement, unless the context otherwise requires:

- a. "Act" shall mean the Electricity Act, 2003 or such other enactment governing the supply and use of electrical energy as may be in force from time to time.
- b. "Conditions of Supply" shall mean the "Conditions of Supply of Electricity of Distribution Licensee in the State of Karnataka" approved by the Karnataka Electricity Regulatory Commission and as amended from time to time.
- c. "Commission" means the Karnataka Electricity Regulatory Commission.
- d. "Street" includes any way, road, lane, square, court, alley, passage or open space, whether a thoroughfare or not, over which the public have a right of way, and also the roadway and footway over any public bridge or causeway;

2. CONDITIONS OF SUPPLY:

- a. The Licensee shall supply electrical energy to the aforesaid premises of the Consumer from its distributing main for the purpose at low tension as specified in the "Conditions of Supply" under classification of supply and the Consumer shall take from the Licensee, electricity required for the purpose herein above recited at the single point of supply up to a maximum extent of ____ KW / HP, being the load sanctioned. The energy so supplied shall be utilized within the premises mentioned hereto, for the bonafide use of the Consumer.
- b. Electrical energy supplied to the premises shall not be utilized by the Consumer in any manner prejudicial to the Licensee and all usage must be according to such method or methods approved by the Licensee. The use of power must be confined to such places as shall have been previously approved in writing by the Licensee. In case prejudicial use of power is detected, the Consumer shall pay penal charges in accordance with the provisions of the "Conditions of Supply" as in force from time to time. Besides, for

dishonest abstraction / use / consumption of electricity or interference with the metering equipment or accessories, the Consumer shall also be liable for prosecution under the Act and any other law for the time being in force, and the installation shall be liable for disconnection.

- c. The Consumer shall permit the Licensee, free of cost, to erect posts, distribution lines, structures, equipments, cables and other apparatus necessary for the supply of electrical energy under this Agreement over the land belonging to, or in the possession of, the Consumer.
- d. The Consumer agrees to take supply under any conditions of restrictions of load and time that may be fixed by the Licensee from time to time and to pay fixed charges under this Agreement in full notwithstanding such restrictions.
- e. The supply is liable to be restricted, staggered or cut off altogether, as the case may be, if the power position or any other emergency warrants such a course of action. The Licensee reserves the right to periodical shutdown, as and when required, for the purposes of routine maintenance after giving reasonable intimation to the Consumer.
- f. From the date of commencement of supply as defined in the "Conditions of Supply" until termination of agreement, the Consumer shall make payment to the Licensee for the electricity supplied during the prescribed billing period at the rates specified in the Licensee's tariff from time to time and applicable to the class of power supply irrespective of the installation being in service or under disconnection.
- g. Subject to the provisions of the Act, the "Conditions of Supply" and any other law for the time being in force, the supply under this Agreement is valid initially for a period of two years from the date of commencement of supply and shall stand automatically renewed from year to year thereafter, until terminated by either of the parties. However, in case of TEMPORARY POWER SUPPLY, the period of agreement shall be for a period of days/weeks/months which period may be extended by the Licensee at the request of the Consumer. The power supply shall be disconnected after the expiration of the stipulated period unless a requisition is received for extension of the period, and such further deposit as may be demanded by the Licensee is paid by the Consumer before the expiry date.
- h. Without prejudice to the rights and liabilities of the parties in respect of any matter antecedent to termination **These words are deleted by amendment vide notification No: K.E.R.C./COS/D/07/10 dated: 1.7.2010 published in Karnataka Gazette dated: 22.7.2010:- "and subject to payment of fixed/minimum charges as per applicable Tariff for the unexpired period of the initial period of this Agreement"**, either party to this Agreement may terminate this Agreement by giving three months prior notice in writing.
- i. The Licensee shall not be liable to pay any damages or compensation in connection with loss of life or property arising, occurring or resulting from the use of power.
- j. The industrial / I.P. Set Consumer shall obtain written permission from the Licensee for any changes to be made in the equipment, machinery or motors installed by him at the time of servicing though his sanctioned load does not exceed due to such change.
- k. In case of street light installations, the maintenance of lamps and fixtures shall be carried out by the Consumer himself/herself/itself.
- l. Where the Consumer is required to obtain a license or permit or 'No objection certificate' for running his Industrial / commercial concern or lift irrigation

scheme and the License or permit is suspended or cancelled, or the validity of the 'No objection certificate' issued by the competent authority to lift water has expired, the Licensee shall have the right to discontinue power supply during the period when the License or permit is cancelled or suspended or the validity of the No Objection Certificate issued by the competent authority has expired,

These words are deleted by amendment vide notification No: K.E.R.C./COS/D/07/10 dated: 1.7.2010 published in Karnataka Gazette dated: 22.7.2010:- "without prejudice to the obligation of the Consumer to pay the minimum charges during this period".

3. METERS:

The energy supplied shall be measured and registered by a meter or meters in or upon the said premises to be provided, fixed and kept in proper order by the Licensee.

The procedure for billing when the meter is not provided or is faulty shall be regulated as per the relevant provisions of the Act and the "Conditions of Supply".

4. SECURITY DEPOSIT:

The Consumer, on a request made by the Licensee in this regard, shall renew or replenish all security deposits in the event of the same becoming exhausted or insufficient.

5. TARIFF AND PAYMENT OF ELECTRICITY CHARGES:

From the date this Agreement comes into force, the Consumer shall be bound by, and shall pay the Licensee, fixed charges, energy charges, and additional security deposit in accordance with the tariffs approved by the Commission and the "Conditions of Supply" of the Licensee from time to time for the appropriate class of Consumers. The Consumer shall pay the Licensee the tax on electricity charges as determined by the Government of Karnataka from time to time. In case even after disconnection, if the dues remain unpaid, then the Licensee shall be entitled to take recourse to the provisions stipulated in the "Conditions of Supply" and other laws for the time being in force to recover the arrears.

6. DISCONNECTION FOR ARREARS AND RECONNECTION:

In case the Consumer fails to pay the charges due for the electricity supplied within the due date, the Licensee shall be entitled to cut off the supply after giving due notice as provided in the Act and "Conditions of Supply" and power supply shall be restored only on payment of all arrears including interest and reconnection charges as stipulated from time to time in the "Conditions of Supply".

7. CONTINUITY OF POWER SUPPLY:

The Licensee shall take all reasonable precautions to ensure continuity of supply of power to the Consumer at the point of commencement of supply. However, the Licensee shall not be liable to the Consumer for any loss due to the interruption in the supply of power by reason of damage to the equipment of

the Licensee during war, mutiny, riot, strike or by earth-quake, hurricane tempest or any accident or causes beyond the control of the Licensee.

8. ENTRY INTO CONSUMER'S PREMISES:

The Licensee shall have access to the premises of the Consumer at all reasonable times without notice for meter reading, inspection, testing and / or for any other purpose incidental to, or connected with the proper maintenance of supply.

The Licensee shall have access to the premises at any time for inspection, if there is any reason to suspect breach of the provision of this Agreement, the Act and the "Conditions of Supply".

If the Consumer, his agent, employees or any one else purporting to act on his behalf attempts to obstruct or impede the Licensee or its employees or authorized person in this regard, the Licensee shall be entitled to immediately cut off power supply. The Consumer shall also be liable to pay such penalty as may be imposed by the Licensee in this regard.

9. ASSIGNMENTS OR TRANSFER OF THE BENEFIT OF THIS AGREEMENT BY THE CONSUMER:

The Consumer shall not, without the previous consent in writing of the Licensee, assign, transfer or part with the benefit of this Agreement and shall not in any manner part with, or create any partial / separate interest in it.

10. APPLICATION OF THE PROVISIONS OF THE ACT AND THE "CONDITIONS OF SUPPLY":

In all matters not herein specifically provided for, the provisions of the Act, the "Conditions of Supply" and other laws for the time being in force shall apply.

11. SAVING CLAUSE:

Nothing contained in this Agreement or any amendment thereof shall restrict any rights and obligations, which the Licensee or the Consumer has derived under any legislation relating to supply and consumption of electricity enacted during the period of this Agreement.

In witness whereof, the Licensee through its duly authorized representative and the Consumer have executed this Agreement on the day month and year first above written.

Consumer / Authorized signatory

For -----Electricity Supply Company Limited

(i).....
(Signature)
Name.....
Address.....
.....
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Signature.....
Name.....
Designation.....

Witnesses:
(1).....
(Signature)
Name.....
Address.....

Witnesses:
(1).....
(Signature)
Name.....
Address.....