

STANDARD AGREEMENT FORM FOR SUPPLY OF ELECTRICAL ENERGY

THIS AGREEMENT made on theday of two Thousand and..... between (Name of the Licensee)(herein after called "the Licensee" which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the ONE PART And The 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 Principal Officer of the Company duly authorized to execute the agreement should be stated.

(Thereinafter called "THE CONSUMER" which expression, unless repugnant to the subject or context, shall include his heirs, successors and assigns) of the OTHER PART.

WHEREAS the consumer has requested the licensee to supply electrical energy to the premises of the consumer situated at in the district of 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 its execution and shall continue to be in force until the expiry of FIVE years from the date of supply, and thereafter shall so continue until the same is determined by either party giving to the other, two calendar month's notice, in writing, of its intention to terminate the Agreement. Provided that after the initial period of agreement if power supply remains disconnected for a period of two months for non-payment of tariff or non-compliance of the directions issued under the OERC Distribution (Conditions of Supply) Code, 2019 and no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the 2 months period from the date of disconnection without further notice.
- 2. Condition of Supply :** The consumer has obtained and perused a copy of the OERC Distribution (Conditions of Supply) Code, 2019 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.
- 3. Quantum of Supply :** Subject to the provisions hereinafter contained and during the continuance of this Agreement, the licensee, represented by the 'engineer', shall supply the

consumer and the consumer shall take from the licensee, a supply up to but not exceeding a contract demand ofKVA/.....KW. The consumer may utilise power up to. KVA/.....KW, out of the aforesaid contract demand in his residential colony for use by himself or his employees.

4. **Type of Supply :** The aforesaid supply shall be from a three phase 50 Hz alternating current system at a normal pressure of Volts. The quantum of supply shall be measured by a suitable metering equipment of Volts.
5. **Security Deposit :** The consumer, pursuant to the OERC Distribution (Conditions of Supply) Code, 2019 has made Security Deposit of Rs..... in favour of the engineer. The consumer undertakes to make any additional security deposit, as and when called upon by the engineer.
6. **Charges to be paid by the Consumer :** The consumer shall pay to the engineer, for power demanded and electrical energy supplied under this agreement 'minimum monthly fixed charges', 'demand charges', 'energy charges' and 'other charges' in accordance with the provisions of OERC Distribution (Conditions of Supply) Code, 2019 and as notified in the Tariff Notifications from time to time;

Provided that annual sum payable by any individual consumer under the provision to Section 45 of the Electricity Act, 2003, shall not be deemed to be part of the minimum monthly charges or demand charges, if any, payable by the consumer or the particular class of consumers under the provisions of OERC Distribution (Conditions of Supply) Code, 2019 Provided further that the consumer shall pay electricity duty or such other levy, tax or duty as may be prescribed under any other law in addition to the charges, fuel surcharge and transformer loss payable under the OERC Distribution (Conditions of Supply) Code, 2019.

7. The tariff and conditions of supply mentioned in this Agreement shall be subject to any revision that may be made by the licensee from time to time.
8. **Safety of Supply and Apparatus :** That all Electrical Works done within the premises are as per Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and have been carried out by a licensed electrical contractor (in case the Applicant is an owner and wiring in the premises is new)

Or

That all Electrical Work done within the premises are as per Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 to the best of our knowledge (where application is for reconnection or Applicant is occupier of the premises)

To be responsible for safe custody of Meters, CTs, Cables etc. provided by the licensee and in case, there is any damage to equipment due to the reasons attributable to Applicant the same shall be chargeable to the Applicant. Further, all repercussions on account of breakage of seals of meters etc. or Direct/Dishonest Abstraction of energy shall be to the account of Applicant, as per the existing laws.

9. To indemnify the licensee against all proceedings, claims, demands, costs, damages, expenses that the licensee may incur by reason of a fresh service connection given to the Applicant.



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- 10. The licensee is indemnified against any loss accrued to the applicant on this account. Further, applicant agrees that if there is any harm/loss to the property of the licensee due to the fault in Electrical work within the premises of Applicant, all the liabilities shall be borne by the Applicant.
- 11. **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.

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

Signature of the consumer

Signature of the Engineer acting for and on behalf of the

.....(licensee)

Witnesses to the execution by the consumer.

Witnesses to the execution by the engineer.

- 1.
- 2.

- 1.
- 2.

TP NORTHERN ODISHA DISTRIBUTION LIMITED

(A Tata Power & Odisha Government Joint Venture)

Registered & Corporate Office: Januganj, Remuna Golei, Balasore – 756 019, Odisha, India

Phone: +91 6782 244865, Email: contactus@tpnodl.com, Website: www.tpnodl.com

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