

North Power Distribution Co. Ltd. H. T. AGREEMENT FORM

An agreement made this day of two thousand between the North Bihar Power Distribution Co. Ltd. constituted under the Companies Act, 1956 (hereinafter referred to as (the company) on the one part AND Sri on his own behalf and on behalf of other members of the joint family Proprietor of the firm; S/o Sri by religion permanent resident of Village/town- P.O. P.S. District (in the State of) at present residing at village/town- P.O. P.S. District. E-Mail add. mob. No.

OR

..... a partnership firm/Joint Stock Company duly registered under the Indian Partnership Act, 1932/ Companies Act. 1913/1956 bearing registration no. of with the Registrar of Firms/Registrar of Joint Stock Companies at in the state of and having its registered. Office at acting through its namely Sri S/o permanent resident of village/town P.O. PS. Dist. is the State of at present residing at village/town P.O. P.S. Dist. mob.no. E-mail add. (hereinafter referred to as the "consumer" which expression, shall unless excluded by or repugnant to the context including his legal heirs, legal representatives, successors, executors, administrators and permitted assigns) on the other part.
(Note-portion not needed should be struck-off)

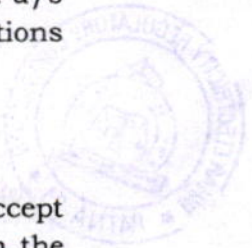
WHEREAS the Co. has agreed to supply and the consumer has agreed to take energy in bulk at the premises as fully described in the Schedule appended at the foot of this agreement and forming part of it (hereinafter referred to as "the premises" for his own use and/or for resale purpose later part not applicable where consumer is not licensee or has got exemption u/s 13 of the Electricity Act, 2003 subject to the terms and conditions hereinafter contained.

NOW it is hereby agreed by and between the parties hereto as follows:-

- 1.(a) The company shall furnish to the consumer and the consumer shall accept at the point of supply mentioned in the schedule hereto, on and from the date on which the said premises shall be connected with the supply



bhr



116

distributing main and during the continuance of the agreement, a constant supply of electrical energy at the pressure of ----- Volts, 50 cycles, 3 phases, 3 wires, alternating current system subject to the standard variations as provided in the Indian Electricity Rules, 1956 or may other statutory modification thereof as may be in force from time to time for the purpose and up to the maximum specified (hereinafter referred to as the "contract demand") and under the conditions laid down in the Schedule.

Provided firstly that the supply of electricity as stipulated above may, with previous general or particular warning be regulated, curtailed, staggered or cut off altogether by or on behalf of the Company if in the opinion of the Company or its Electrical Executive Engineer for the supply area concerned by power position or any other emergency in the power system warrants such a course of action.

Provided secondly that the Company shall in no case whatsoever have any liability for any claim or compensation to the consumer on account of loss or damage arising out of failure in part or whole of supply of electrical energy.

- 1 (b). The consumer shall commence to take supply within 3 months of intimation from the company to the effect that supply is available, failing which a monthly demand charge as per prevalent tariff will be levied from the month after expiry of above said period of 3 months, until service is availed of. The charge for the first or last month may be whole or part in accordance with the date of termination of 3 months or the date of availing the service.

Provided firstly that-if in the opinion of the company the consumer is unable to avail supply for causes beyond his control, the above said period of 3 months may be suitably extended by the co. at his discretion by period or periods not exceeding 3 months on the whole.

Provided secondly that-in case a consumer does not avail of supply even within 6 months of intimation then this agreement shall come to an end and the company will be entitled to realize at once from the consumer cent percent price of monthly demand charges payable on the contract demand mentioned under item no-4 of the schedule to the agreement, for a period of compulsory period of availing supply as specified in Bihar Electricity Supply Code.

- 1(c) The Point of supply shall be at the outgoing terminal of the company's apparatus in the consumer's premises from which the energy is conveyed to the consumer.
- 2.(a) The company shall at his own expense and subject to the conditions hereinafter contained provide and erect such switchgear and meters as may be necessary to afford control by the company of the supply and to measure the same. The company switchgear and incidental apparatus shall be under the sole control of the company and the consumer or his agents, offices or servants shall not at any time touch or interfere in any way with the company said switchgears and apparatus.

(b) All transformers, Switchgears and other electrical equipments belonging to the consumer and directly connected to the feeders shall be of suitable design and maintained to the satisfaction of the company. The setting of

