

**NON-JUDICIAL STAMP**

**MANIPUR STATE POWER DISTRIBUTION COMPANY LIMITED (MSPDCL)**

**AGREEMENT FOR .....CONSUMER (JERC CATEGORY)**

**DTR Capacity .....(KVA)**

THIS AGREEMENT made on this ..... day of..... BETWEEN **MANIPUR STATE POWER DISTRIBUTION COMPANY LIMITED (MSPDCL)** a body corporate for distribution of electricity in the area called 'LICENSEE' (which expression shall include its legal representatives and assigns) of the one part **AND**.....(consumer name) bearing consumer No..... Having its registered office at ..... Hereinafter called the 'CONSUMER' (which expression shall include its successors, legal representatives and assigns) of the other part.

**WHEREAS**, the consumer has requested the Licensee to supply electrical energy for a maximum demand of .....KVA at H.T./ E.H.T. for the purpose of light and power and the Licensee has agreed to afford such supply to the consumer under the terms and conditions of the Electricity Supply Code Regulations amended from time to time wherever applicable and those hereinafter contained and whereas the consumer availed the supply on .....

**WHEREAS**, the consumer has given an undertaking to execute an agreement with the Licensee. Now it is hereby declared and agreed as follows:-

**1. Maximum Demand:-**

1.1 Subject to the provisions hereinafter contained, the Licensee shall supply and the consumer shall take from the Licensee electrical energy for a contracted load not exceeding .....KVA, which shall be treated as it contracted demand for its exclusive use for the purpose above mentioned at the premises at..... The capacity of the installed distribution transformer of the consumer is ..... KVA. The consumer shall not alter the maximum demand or connected load without prior permission from the Licensee. The Licensee has right to review the contracted demand of the consumer as per the clause no.4.108 of Electricity Supply Code Regulations, 2013.

**2. Commencement of supply and delivery point:-**

2.1 The Consumer shall begin to take energy from the Licensee herein under the conditions of this agreement from the date (hereinafter or hereinbefore referred to as ‘Date of Commencement of Supply’) to be mutually agreed upon between the Supplier and the Consumer but not exceeding three months from the date on which intimation is sent in writing to the Consumer by the supplier that the supply of electrical energy to the full extent of contract demand is available under this agreement.

2.2 ‘The point of supply’ as well as ‘metering point’ for the consumer shall be at the point of connection and Meter and equipment shall be installed at the point of supply. The Consumer shall also provide suitable protective devices as per provisions of regulation, 35 of the Central Electricity Authority (Measure relating to safety and electric supply). The Meter including CT & PT required to the measurement of electricity consumption by the Consumer as a part of project shall be owned, operated and maintained by the Licensee. Such ‘Meter’ shall be capable of measuring and display KVA, KW, KWH, KVAR power factor, MDI etc. The ‘Meter’ shall be of highest accuracy conforming to ISI specifications or as maybe decided by the Licensee.

**3. Resale of Energy**

3.1 The consumer shall not sell the electrical energy obtained under this agreement without the sanction in writing of the Licensee.

**4. To comply with requirements of Act and Terms and Conditions of Distribution Code and Supply Code**

4.1 The consumer hereby undertakes to comply with all the requirements of the applicable Acts, Regulations etc, and Grid code, Distribution code and Supply Code and of any amendments, modifications or reenactment thereof or of any other enactment to be passed in relation to supply made under this agreement from time to time and the rules, regulations or orders etc. made there under from time to time, provisions of the Tariffs, Scale of Miscellaneous and other charges and the terms and conditions of supply prescribed from time to time, and the consumer hereby agrees not to dispute their applicability to this agreement.

## **5. Ownership and Maintenance of equipment of consumer**

- 5.1 The Ownership of assets excluding Distribution Sub-Station equipment and Distribution Transformer which had been created by the Consumer through Deposit work shall be vested with Licensee from the Date of Commencement of power supply.
- 5.2 If the Consumer decides to disconnect the power supply permanently, Licensee will refund the equivalent value of assets after consideration of remaining Life span of assets as per CERC norms through Depreciation basis.
- 5.3 Notwithstanding anything provided under preceding clauses above, the assets created for providing energy to the Consumer irrespective of whether the assets being created by the Consumer or the Licensee, the responsibility of operation and maintenance of the supply shall be performed by the Licensee. In case of DTR failure, cost of materials incurred during maintenance shall be borne by the consumer.

## **6. Obligation of consumer to pay all charges levied by Licensee**

- 6.1 From the date this agreement comes into force the consumer shall be bound by and shall pay the Licensee, maximum demand charges, energy charges, surcharges, meter rents and other charges, if any, in accordance with the tariffs applicable and the terms and conditions of supply notified from time to time for the appropriate class of consumers to which such consumer belongs.

## **7. Minimum Monthly Charges**

- 7.1 The consumer agrees to pay demand/fixed charge, meter rent charge as applicable every month as prescribed in the tariff and supply code even if no electricity is consumed for any reasons whatsoever. The minimum shall be payable even if electricity is not consumed because of disconnection of supply by the Licensee due to non-payment of electricity charges, pilferage or other mal-practices or for any other valid reason.

## **8. Surcharge**

- 8.1 The tariffs charged by the Licensee are subject to any surcharge that may be levied by the Licensee from time to time as per approval of the Commission.

**9. Period of Agreement**

10.1 This agreement shall remain in force till it is terminated by either party as provided in Supply code.

IN WITNESS WHEREOF, the duly authorized representative of the parties has signed on the day and year first hereinbefore written.

For and on behalf of consumer

For and on behalf of MSPDCL

In presence of the witness

1..... (MSPDCL)

2..... (CONSUMER)