

Space  
for Stamp

**This Agreement** made at MAHESANA this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_ BETWEEN THE UTTAR GUJARAT VIJ  
COMPANY LTD. (herein after called supplier, which expression,  
wherever the context so admits, shall include its successors in  
office and assigns) of the one part AND \_\_\_\_\_

(herein after called 'the consumer' which expression wherever  
the context so admits, shall include his heirs, executors,  
administrators, legal representative and successor or  
successors in business and permitted assigns) or the other part.

WHEREAS at the request of the consumer, the supplier has  
agreed to reserve for, and to supply to, the consumer electrical  
energy of \_\_\_\_\_ KVA for the purpose of  
\_\_\_\_\_ (the purpose for which power is required  
should be mentioned here in specific details e.g. textile mill, ginning  
and pressing factory, vegetable oil factory, rayon factory,  
workshop etc.) at the consumer's premises situated at  
\_\_\_\_\_ upon the  
terms and subject to the condition herein after contained.

NOW THIS AGREEMENT WITNESSETH As follows :

(1) Definitions :

In this agreement unless the context otherwise requires :-

(1) "The Act" shall mean The Electricity Act, 2003 as amended  
from time to time or such other enactments governing the supply and  
use of electrical energy as may be in force from time to time.

(b) "The Rules" shall mean the rules and regulations under the  
Act as in force from time to time.

Commencement  
of Supply

(2) (a) Within a period of Sixty days from the date of  
intimation from the Chief Engineer, Regd. Office, UGVCL  
(hereinafter referred to as Chief Engineer which expression  
shall include any other officer authorised by the supplier to  
perform the functions of the C.E. specified in this agreement  
and any other officer or officers authorised by the C.E.

that the supplier is in a position to commence supply and to make electrical energy available, the consumer shall commence to take supply of the electrical energy under this agreement and the date of the commencement of supply shall be the date of the expiration of the said sixty days period or the date of actual commencement of supply, whichever date is earlier and from such date, the consumer shall become liable to pay the supplier the amount of minimum guarantee as hereinafter, provided unless in the opinion of the Chief Engineer the consumer is unable to commence to take supply for causes beyond his control in which event the date of commencement of supply may be extended by the Chief Engr. (UGVCL) at his absolute discretion.

(b) The date of commencement of supply to be fixed by the Chief Engineer shall not be earlier than the date indicated by the consumer at the time of original application for reservation and supply. The Consumer shall complete all the arrangements for receiving supply and make available suitable accommodation for housing the supplier's equipment and apparatus as per clause 6 hereunder at least three months prior to the date initially indicated by the consumer for taking supply. If the supplier is ready to commence supply save in respect of any work or works remaining to be done on the consumer's premises due to non-completion of suitable accommodation and/or in complete works of the consumer to receive supply the consumer shall be liable to pay the amount of minimum guarantee as hereinafter provided as if the supply is actually commenced from the date of expiration of said notice of sixty days unless the Chief Engr. (UGVCL) has granted any extension of time as provided in sub-clause (a) above

Location and  
contract demand

(3) During the period of supply hereinafter mentioned the supplier shall supply to the consumer and the consumer shall take from the supplier all the electrical energy required by the consumer for the purpose herein above recited at the consumer's premises located at \_\_\_\_\_ upto a maximum of \_\_\_\_\_ KVA (hereinafter called the "Contract Demand") Subject to the provision of Clause 7 hereof.

System of Supply

(4) The supply of electrical energy to the consumer shall be in the form of three-phase alternating current at a frequency of 50 Cycles per second and a pressure of \_\_\_\_\_ Volts subject to the tolerance limits permitted by the Act.

Point of delivery

(5) (a) The point of delivery for the supply of electrical energy shall be at the outgoing terminals of the UGVCL'S Metering equipment that shall be installed at the consumer's premises and shall generally be as shown in drawing No. \_\_\_\_\_ attached hereto. For the purpose of this Agreement, maintenance by the supplier of the electrical energy of the above stated voltage and frequency at the said point of delivery shall constitute supply of electrical energy. The supply shall be metered at the point of delivery on the high voltage side.

(b) For the purpose of registering the electrical energy taken by the consumer, there shall be provided a \_\_\_\_\_ KV metering equipment (herein after referred to as the "Main Meter") at the premises of the consumer.

Metering on the  
L. T. side

Where the metering is done on the low voltage side of supply, either on the grounds of economy or on account of non-availability of high voltage metering equipment or for any other reason, the maximum demand and the quantity of electricity consumed in any month on the high voltage side for billing purpose will be computed by adding 2% to the demand registered on the low voltage side for determination of the billing demand and 5% to the consumption in unit registered on the low voltage side to determine the consumption on the high voltage side of the transformers.

Accommodation  
for supplier's  
appartus

(6) (a) The consumer shall provide and continue to provide during continuance of this agreement without any charge accomodation to be approved by the CE for the housing of supplier's equipment, appartus necessary for the performance of this Agreement.

The supplier shall be at liberty to bring upon the accommodation so provided at the consumer's premises not only the cables, required for the supply of electrical energy to the consumer but also the cables, accessories and equipment necessary for giving connections to others consumer through the cables and terminals situated on the consumer's premises, provided the supply to the consumer shall in no way be interferred with or its continuity jeopardized as a result of such action on the part of the supplier.

Serviceline

(b) Notwithstanding that a portion of a service line is paid for by the consumer the entire service line including the portion paid for by the consumer shall vest in the supplier and will be maintained at his (supplier's) cost. The consumer shall not be entitled to any refund on account of any service line cost contributed by him.

Consumer increased  
requirement

(7) (a) The consumer may from time to time request the CE in writing for additional supply in excess of contract demand and the supplier shall make such additional supply available within 180 days from the date of such written request, provided the supplier has such additional electrical energy and the material to make such additional electrical energy available for supply and provided further that having regard to the Unexpired term of this agreement, would in opinion of the CE be economic to the supplier to make such additional supply available to the consumer.

(b) In the event of the supplier agreeing to make such additional supply avallabe, the consumer shall pay such contribution towards the cost of making such additional supply available as may be determined by the C.E.

(c) If such additional supply is made available by the supplier, the contract demand specified in clause 3 hereof shall stand increased to the same extent.

**Charges for  
Supply**

(8) (a) The consumer shall pay to the supplier every month at the office of the C.E. as may be otherwise required charge including minimum charges mentioned in the supplier's tariff schedule referred to here in after for the electrical energy supplied to the consumer during the preceding month at the rate specified in the supplier's standard tariff schedule applicable to the class of service and as in force from time to time if, during the currency of this agreement, the tariffs are revised, increased or decreased such revised increased or decreased tariffs including minimum charges from the date specified by supplier shall apply to the consumer during and for the unexpired period of the present agreement and until this agreement is determined by either of the parties by giving the due notice under Clause 10 (a) herein below. A copy of the current tariff schedule \_\_\_\_\_ applicable to this agreement set out in the first schedule attached here to.

(b) The tariff set out in the schedule referred to in sub-clause (a) above shall not include any tax, duty, octroi or other direct or indirect charges on electrical energy that may be, become payable in accordance with any law, regulation for time being in force which may increase the cost of production. Such charges will be payable by the consumer in addition to the charges specified in the standard tariff schedule referred to in sub-clause (a) above.

**Power Factor**

The consumer shall maintain an average power factor of not less than 85% in any month. The average power factor for the month is the ratio of kilowatt hours consumed in the month to the Kilovolt ampere hours registered during the month. Should the power factor drop below 0.85, it should be brought to this value as soon as desired by the UGVCL by means of methods approved by the UGVCL, failing which the supply may be discontinued.

**Electricity duty**

The consumer shall, for the purposes of determining the electricity duty payable under the Bombay Electricity Duty Act, 1958 (As applicable to the State of Gujarat) at all times and to the satisfaction of the State Government suitable segregate, as may be required, the electrical circuits at the appropriate place of premises and install and maintain correct meters for determining the dutiable consumption, under the various categories.

**Minimum guarantee**

(9) (a) In consideration of the special obligations assumed and or investment made by the supplier for the benefit for the consumer, the consumer hereby guarantees that the total annual charges payable by him for the electrical energy consumed here under shall be Rs. \_\_\_\_\_ or the monthly minimum charges payable under clause 8, whichever is more. Although the consumer will be billed for actual energy consumed every month, Subject to the monthly minimum, the difference between the guaranteed minimum charges and the actual charges paid (if the same are less than the guaranteed minimum) by the consumer for each 12 month period shall on the presentation of a bill therefore at the office of each 12 months period to be paid by the consumer to the supplier at the office of CE or as may be otherwise required within 15 days of the bill.

Provided that in the event of any increase in contract demand under clause 7 hereof, the amount of minimum guarantee stated above shall be liable to be adequately increased to such extent as may be determined by the CE

(b) The incidence of the fuel adjustment clause shall be in addition to any minimum guarantee payable by the consumer.

**Period of  
agreement**

(10) (a) Subject to the provision of Clause 11 hereof, the period of supply under this Agreement shall be minimum period of two years from the 1st day of the month next to the date of commencement of supply determinable by two calendar months notice on either side expiring at the end of the said minimum period of two years or thereafter and upon the expiration of any such notice this agreement shall determine, but without prejudice to the rights and liabilities of the parties in respect of any matter antecedent to such determination.

(b) This agreement for supply of electrical energy supersedes all previous contracts to the premises in question entered into and executed by the supplier and the consumer.

**Discontinuance of  
supply**

(11) In the event of the supply of electrical energy being discontinued by the supplier in consequent of any breach or default on the part of the consumer entitling the supplier to do so under the provisions of the Act and the Rules thereunder, the amount of charges for the electrical energy already supplied and all other moneys then payable under this agreement shall become due and recoverable forthwith provided always and it is hereby expressly agreed and declared, that during the period of such discontinuance the consumer shall continue to pay the minimum charges and minimum guarantee payable here under.

**Summary  
termination of  
agreement**

(12) If at any time during the continuance of this agreement, the consumer shall.

(a) Being a limited company, pass a resolution for winding up or be ordered to be wound up by a court of competent jurisdiction and being an individual or individuals commit an act of insolvency or be adjudged insolvent or

(b) execute or create any mortgage charge or other encumbrances on any property or assets of the consumer so as to prejudicially affect the suppliers electric meters, plants, apparatus and equipments at the consumer's premises or any part thereof or any right exercisable by the supplier in connection with the said electric meters, plant, apparatus and equipment, or

(c) commit any breach of or fail to observe and perform any of the conditions and provisions contained in this agreement and on his part to be observed and performed, the supplier shall be at liberty to terminate this agreement by giving seven day's notice to the consumer and upon such termination, the consumer shall forthwith pay to the supplier at the office of C.E. or as may be otherwise required all the moneys then due and payable under this Agreement together with a further sum equal to the amount of the minimum charges for the unexpired minimum period of supply as and by way of liquidated damages.

**Assignment or  
transfer of  
agreement**

(13) (a) The consumer shall not, without the previous consent in writing of the supplier, assign, transfer or part with the benefit of this agreement nor shall the consumer in any manner part with or creat any partial or separate interest in it.

(b) Where the consumer sells or otherwise disposes off the properties to which electrical supply is given or has been contracted for under this agreement, the benefit of the agreement will upon such sale or disposal be

available to the purchaser for the unexpired period of the agreement and only for the purpose provided for in this agreement and the purchaser also be subject to the liabilities and obligations under this agreement for the unexpired period thereof, provided however the consumer shall have given to the supplier at least one calendar month's previous notice in writing of his intention to sell or dispose off the said properties and secured the consent of the supplier (which shall not be unreasonably withheld by the supplier) and provided further that he has cleared and paid all dues payable by him under this agreement upto the date of such sale or disposal. If however, the consumer fails to give the said notice or fails to secure the consent of the supplier after giving the said notice and to clear and pay dues as aforesaid then notwithstanding the sales or disposal off of the consumer's properties the supplier shall immediately disconnect the supply and the consumer shall be liable to pay all dues and charges payable by him upto the date of such sale or disposal and for the payment of all charges payable under this agreement including minimum charges for the unexpired period of agreement provided that in the event of completion of the period of agreement at the time of disconnection of supply as aforesaid the consumer shall also pay minimum charges for the period ending March next after the date of disconnection.

Interruption  
in supply

(14) (a) The supplier shall take all reasonable precautions to ensure continuity of supply of power to the consumer but shall not be responsible or liable to the consumer for any loss to him or damage to his plant and equipment due to interruptions to supply of power due to damage to the suppliers plants and equipment for reasons including but not limited to war, mutiny, riot, earthquake cyclone, tempest, strike, civil commotion, lockout, lighting, fire, flood, accident or break-down of plant and machinery or cause beyond control of the supplier.

(b) The supplier shall always be entitled for reasons of testing or outages or maintenance or any other causes for efficient working of the undertaking to temporarily discontinue the supply for such period as may be necessary subject to advance notice being given in this behalf with the object of causing minimum inconvenience to the consumer.

Condition of  
supply of  
the suppliers

(15) (a) Conditions and Miscellaneous charges for supply of electrical energy of the suppliers for the time being in force and as amended by suppliers from time to time as set out in the second schedule hereto, shall be deemed to be part of the Agreement and shall govern the parties here to in so far as they are applicable.

(b) Nothing contained in this agreement or any amendmet thereof shall restrict any rights, obligations and discretions which the supplier may derive under any legislation, relating to the supply of the electricity enacted during the period of this agreement.

Application of  
The Electricity Act.  
2003  
and the rules  
Stamp Duty

(16) In all matters herein not specifically provided The Provisions of act and the Rules thereunder for time being in force shall apply.

(17) The stamp duty on the agreement shall be borne by the consumer.

(18) The marginal notes do not form part of this agreement and

IN WITNESS WHEREOF the parties hereto have executed these present the day and year first above written.

Signed and delivered

by Shri \_\_\_\_\_

Chief Engineer

on behalf of the

Uttar Gujarat Vij Company Ltd. in the presence of -

Signature \_\_\_\_\_

1. Name : Shri \_\_\_\_\_ Signature \_\_\_\_\_

1. Name : Shri \_\_\_\_\_ Signature \_\_\_\_\_

Common seal of \_\_\_\_\_

\_\_\_\_\_ has been Affixed, hereto pursuant to a resolution of the Board of Directors of the Company (the consumer shall disclose his full identify whether he is an individual, a firm a corporation or an educational institution etc.)

passed at its \_\_\_\_\_

meeting held on \_\_\_\_\_

day of \_\_\_\_\_ 20

1. Name of Director \_\_\_\_\_ Signature \_\_\_\_\_

2. Name of Director \_\_\_\_\_ Signature \_\_\_\_\_

Directors of the company who have set their respective hands thereto in the presence of

1. Name : \_\_\_\_\_ Signature \_\_\_\_\_  
& Address of witness

1. Name : \_\_\_\_\_ Signature \_\_\_\_\_  
& Address of witness

Countersigned by the Managing Agents

SEAL

SEAL