

## AGREEMENT.

### FORM-A

THIS AGREEMENT made at **DAMAN & DIU** the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between PRESIDENT OF INDIA (hereinafter called the “Supplier” which expression shall, unless the context does not so admit, include his successors and assigns) of the one part and **M/s./Shri/Smt** \_\_\_\_\_, hereinafter called “the Consumer,” which expression wherever the context so admit, shall include his heirs executors and Administrators/its successor or successors in business) of the other part.

WHEREAS at the request of Consumer the Supplier has agreed to Supply to the Consumer electrical energy for the purpose of \_\_\_\_\_ at the Consumer’s premises situated at **Survey No./Plot No.** \_\_\_\_\_, **Town/Village** - \_\_\_\_\_ upon the terms and subject to the condition hereinafter contained :

1. NOW THIS AGREEMENT WITNESS as follows:

During the period of supply hereinafter mentioned the supplier shall supply to the consumer and the consumer shall take from the suppliers all the electrical energy required by the consumer for the purposes hereinbefore recited at the consumers premises located at **Survey No./Plot No.** \_\_\_\_\_, **Town/Village** - \_\_\_\_\_ having a connected land/demand initially of \_\_\_\_\_ KVA  
H.P./KW any increase or alteration

in connected land/demand shall by notifying by the consumer to the Executive Engineer(Electrical) Government of Daman & Diu (hereinafter referred to as the Engineer which expression shall include any other officer authorised by the supplier to perform the functioned of the Executive Engineer (Electrical) specified in the agreement and any other officer or officer authorized by the Executive Engineer (Electrical) before being connected to the source of supply and shall be connected only after it is examined, tested and approved by the Executive Engineer (Electrical).

Comments of  
Supply

2. (a) The Supplier shall commence to lay the service line only after he is satisfy that the Consumer has the requisite equipment at site to receive power and will be in a position to utilise it within one month from the date to be notified by the local officer of the Electricity Department which shall be the date by which time the service line is expected to be completed.
- (b) If in the opinion of the Executive Engineer (Electrical) the Consumer is unable to commence to take supply from date for causes beyond his control the dates of commencement of supply shall be such other date as the Executive Engineer (Electrical) may determine and the opinion and the decision of the Executive Engineer (Electrical) in this behalf shall be final and binding on the consumer.
- (c) The Consumer shall become liable to pay the supplier, the amounts of minimum charges and minimum guarantee as herein after provided from the aforesaid date under clause (a ) or from the date determined by the Executive Engineer (Electrical) under clause (B) as the case may be.

Charges for Supply

3. (a) The consumer shall pay to the supplier every month at the office of the Executive Engineer (Electrical) or as may be otherwise required, charges for the electrical energy supplied to the consumer during the preceding month at the rates specified at the suppliers standard rates schedule applicable to the class of service and in force time to time with such revisions increasing or decreasing rates and such revised rates from the date specified shall apply to such consumers during and for the unexpired period of the present agreement. A copy of the current rate schedule applicable to this Agreement is set out in the first schedule attached hereto.
- (b) The rate set out in the Schedule does not include any tax, duty or other direct or indirect charges on electrical energy that may be payable in accordance with any law in force or which may increase cost of production. Such charges shall be payable by the Consumer in addition to the tariff charges.

Additional cost of  
service line

4. The Consumer shall pay to the Supplier on demand at the office of the Executive Engineer (Electrical) or may be otherwise required the cost of service line in accordance with Chapter No. 8 of the Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010.
5. In the event of the Consumer requesting for an increasing in his connected load after the commencement of supply, if the same is made available by the Supplier at any additional, the Consumer shall pay such contribution towards the cost of such increase as may be determined by the Executive Engineer(Electrical) in his absolute discretion.

Minimum guarantee  
other than minimum bill

6. In consideration, of the special obligations assumed &/or investments made by the Supplier of the benefit of the Consumer, of the Consumer hereby guarantees that the total annual charges payable by the consumer for the electrical energy consumed by the Consumer here under shall not be less than Rs. \_\_\_\_\_ subject to the monthly minimum charges payable as per regulation 8.1 of Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010.

Although the Consumer will be billed for actual energy consumed every month or as may be hereafter be decided by the supplier, the difference between the guaranteed minimum charges and the actual charges paid by the consumer, if the some are less than the guaranteed minimum at the end of each 12 month's period shall be paid by the consumer to the Supplier at the office of the Executive Engineer (Electrical) or as may be otherwise required within 14 days from the date of bill thereof,

Provided that in the event of any increase in connected load under clauses (1) hereof, the amount of minimum guarantee stated above shall be liable to be adequately increased to such extent as may be determined by the Executive Engineer (Electrical)

Period of Supply

7. The period of supply of electrical energy under this Agreement shall be minimum period of 2/3 years from the date of commencement of supply and from month to month thereafter. The Consumer may determine this agreement at any time after the said period of 2/3 years after giving to the Executive Engineer (Electrical) not less than one calender month notice in writing in that behalf and upon the expiration of the period of such notice this Agreement shall cease and determine.

Provided always that the Consumer may at any time with the previous written consent of the Executive Engineer (Electrical) Transfer his rights under this Agreement to any other person approved by the Executive Engineer (Electrical) and upon execution by the such transferee of a valid assignment this Agreement shall become binding on the transferee and supplier as from the date execution and take effect in all respects as if the transferee has originally been party hereto in place of the consumer who shall hence forth be discharged from any further liability under or in respect hereof . However to any claim by the supplier against the Consumer irrespective of any prior breach of this Agreement by the consumer.

Strike of whichever  
para is not applicable

8. (a) Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010 for supply of electrical energy of the Supplier for the time being in force and as amended by the Commission from time to time as set out in the Second Schedule here to shall be deemed to be part of the Agreement and shall govern the parties here to in so far as applicable.

(b) Nothing contained in this Agreement or any amendment thereof shall restrict any rights. Obligations and discretion which the supplier may desire under any legislation relating to the supply of electricity enacted during the period of this Agreement

9. In All matters no herein specified provided for the provision of the Indian Electricity Act. 2003 as amended from time, to time, Joint Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2010 or such other enactment governing the supply and use electric energy and the Rules and the Regulations for the time being in force thereunder shall apply.

10. The marginal notes do not form part of this Agreement and shall not be referred to for the construction or interpretation thereof.

IN WITNESS THEREOF the parties hereto have executed this presents the day and year first above written

Signed and delivered by :-

Executive Engineer,  
Electricity Department,  
Daman & Diu.

Signature \_\_\_\_\_

On behalf of the President of India

In the presence of :-

1. Assistant Engineer (Commercial)  
Electricity Department  
Daman & Diu.

Signature \_\_\_\_\_

2. Junior Engineer (Comml),  
Electricity Department  
Daman & Diu.

Signature \_\_\_\_\_

Signature and delivered by the above  
named consumer :-

Shri/Smt \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

In the presence of :-

1. Shri/Smt \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

2. Shri/Smt \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_