

As per the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other Conditions of Supply) Regulations, 2005 and Electricity Act – 2003.

Agreement for H.V./ L.V. Consumer.

Articles of agreement made the _____ day of _____ Two Thousand and _____ between _____ **The General Manager, The Brihan Mumbai Electric Supply and Transport Undertaking** (hereinafter called “the Undertaking”) for and on behalf of the Municipal Undertaking of Greater **Mumbai** for the purpose of the Undertaking (hereinafter unless otherwise designated called “The Undertaking” which expression shall mean and include the said _____ his successor or successors for the time being holding the post of the General Manager or the Acting General Manager of the Undertaking, of the one part and _____ having its Registered Office at **Mumbai** (hereinafter referred to a “the Consumer” which expression shall unless excluded by or repugnant to the context be deemed to include _____ and its successors and permitted assigns) of the other part WHEREAS under and by the virtue of a License known as “the Mumbai Electric License 1905” granted under the Indian Electricity Act 1903 (hereinafter referred to as “the License”) the Undertaking is empowered to supply electrical energy to the public **AND WHEREAS** the Consumer has applied to the Undertaking for a supply of electrical energy for light and power purposes at the Consumer’s premises situated at _____

and the Undertaking has agreed to supply such energy to the Consumer for the period and upon the terms and subject to the conditions and stipulations hereinafter contained **NOW IT IS HEREBY AGREED AND DECLARED AS** follows :-

1. Location and Contract Demand

The Undertaking, shall furnish the consumer and the consumer shall take from the Undertaking all the electrical supply required by the Consumer for the purpose hereinabove recited at the Consumer’s premises located at _____ (hereinafter referred to as “The Premises”) upto sanctioned load of _____ Kilo Watt, a power level of _____ kilovolt amperes (KVA) Maximum Demand (hereinafter referred the “Contract Demand”) and subject to the provisions hereof.

2 (i). Consumer can have the Contract Demand increased periodically.

If the Consumer desires to increase his Contract Demand specified in Clause 1 above, he may request the Undertaking in writing (register application) for such additional supply and the Undertaking shall have such additional supply available and provided further the consumer agrees to pay to the Undertaking (if required by them) any expenses incurred by reason of alteration and/or extension in respect of any such service line, switchgear, meters and other equipments necessitated to meet such altered Contract Demand **as per schedule of estimates approved by the Maharashtra Electricity Regulatory Commission.**

The consumer can decrease his contract demand specified in clause 1 above by requesting the Undertaking in writing (register application) for such reduction once every calendar year.

Provided further that any dispute with regards to the need for and extent of any such works pursuant an application for increase or reduction in contract demand / sanctioned load shall be determined in accordance with the procedure set out in the Grievance Redressal Regulations.

If such additional supply is made available by the Undertaking, the Contract demand specified shall be deemed to have been increased by that extent.

2(ii). The Contract Demand agreed upon in Clause 1 hereof shall be subject to revision periodically at intervals of one year from the commencement of supply under this Agreement and, in the event of a bonafides and permanent reduction in the electrical requirements of the Consumer, the Undertaking may at any such interval require the Consumer to agree to a reduced Contract Demand to an amount corresponding to the maximum demand occurring during the twelve months immediately preceding the date of such revision. Such reduced amount of Contract Demand will thereafter be considered the Contract Demand for the purposes of the Agreement.

2(iii) Notwithstanding anything contained in this Agreement the Consumer agrees to the supply of electricity under this Agreement being curtailed or staggered or cut off altogether under the orders of **Maharashtra Electricity Regulatory Commission**, if the power position or any emergency arising in the power system warrants in the opinion of the **Maharashtra Electricity Regulatory Commission** such a course of action.

3. System of Supply

The supply of electrical energy to the Consumer shall be three-phase alternating current of normal frequency of 50 hertz and normal voltage of approximately 6600/11000/33000/415 volts between phases and the variation of neither shall exceed the limits specified in the Indian Electricity Rules, 1956 or any amendment or modification thereof, except by reason of Force Majeure.

The limits of supply at 415 volts, 11 kv and 22/33 kv will be as mentioned in Terms & Conditions of Supply:

- i) Upto 400 kw – 415V
- ii) 400 kVA to 4000 kVA - 11 kV
- iii) above 4000 kVA – 33 kV

4. Point of Supply.

“Point of supply” means the point at the outgoing terminals of the distribution licensees cutouts fixed in the premises of the consumer :

Provided that, in case of HT consumers, the point of supply means the point at the outgoing terminals of the distribution licensees metering cubicle placed before such HT consumers' apparatus :

Provided further that, in the absence of any metering cubicle or, where the metering is on LT side of the HT installation, the point of supply shall be incoming terminals of such HT consumer's main switchgear. The electrical supply shall be metered at this point at approximately 6600 / 11000 / 33000 volts and the consumer shall provide and afford to the Undertaking in the said substation and elsewhere from the consumer's premises all building and other space required by and suitable to the Undertaking for the meters, switchgear, cables, transformers and other apparatus and equipments as may be required, as to which the Undertaking shall be the sole judge, all facilities thereof and for the supervision and the maintenance of the same and all structural and other alteration and masonry work incidental to the installation shall be carried out at the cost of the consumer.

5. Metering on the LV side

Where the metering is done on the low voltage (LV) side of supply either on the grounds of economy or on account of non-availability of high voltage (HV) metering equipment or any other reason, the quantity of electricity consumed in any month on the high voltage side for billing purpose will be computed **as given in clause 18.1.5 of approved Condition of Supply** for determination of the billing demand and with the consumption in units registered on the LV side to determine the consumption on the HV side of the transformers.

6. The Undertaking shall be at liberty to bring into such premises not only the cables required for the premises but also cables connecting other consumers and the Undertaking shall be at liberty with the consent of the Consumer (which shall not be unreasonably withheld) to provide all requisite switchgear and connections thereto on the Consumer's premises and to furnish supply to other consumers through the cables and terminals situated on the Consumer's premises.

7(i). Period of Supply

The minimum period of supply of electrical energy shall be 1 year commencing on subject nevertheless to the Undertaking and the Consumer's right to terminate this Agreement.

The agreement shall be deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period of more than Six (6) months :

Provided that the termination of agreement is without prejudice to the rights of the distribution licensee or of the consumer under the Act for recovery of any amount due under the agreement.

7(ii) Commencement of Agreement.

A consumer may terminate the agreement after giving a notice of Thirty (30) days to the distribution licensee

7(iii) The date of commencement of agreement shall be the date from which supply is actually taken or agreed to be taken whichever is earlier, provided always where the Undertaking is ready to furnish the supply under this Agreement. If the Undertaking is ready to furnish the supply under this Agreement but the Consumer is not ready to accept such supply from the date specified for commencement of supply whether by

reason of his electrical installation being incomplete or otherwise howsoever except by reason of force majeure, then the Consumer shall as from that day pay the Undertaking in every month **fixed charges given in tariff schedule duly approved by Maharashtra Electricity Regulatory Commission.**

8(i) The consumer shall furnish to the Undertaking full particulars accompanied by drawings showing an arrangement of all electrical equipments and apparatus intended to be installed by the consumer in connection with the use of Undertaking's supply and all such equipments and apparatus shall in manufacture and construction comply with the Indian Standard Specification or equivalent IEC Specification for such equipment and apparatus and shall be subject to the approval of Undertaking before the same be fitted up or installed and all such equipments and apparatus shall be of such design and operation that it shall not unduly or improperly interfere with the official supply of energy to any other consumers.

8(ii) Undertaking's responsibility for Consumer's installation

The Undertaking shall not be under any obligation to supply, install, maintain or supervise the transforming equipment or **the motor equipment of the factory / premises** or any part thereof which the consumer shall at his expense and cost supply, install, maintain and supervise unless otherwise agreed.

9(i) Extension and alternations.

The Consumer shall give all possible advance notice to the Undertaking of any changes in or extensions of his **sanctioned** load which may tend to increase his electrical requirements or possibly affect the regulation of the Undertaking's power system. For the purpose of such notice, the Undertaking's standard **application** form shall be used and shall be accompanied by description of any new installations or extensions of sanctioned load contemplated and of the electrical equipment to be installed **which is likely to exceed the sanctioned load.**

9(ii) The Consumer shall not make any alteration in the **machinery of the factory / sanctioned premises** either by way of addition or substitution which are liable to increase the obligation of the Undertaking to supply electrical energy to the **factory / premises**, in excess of the Contract Demand or to overload, damage or otherwise prejudicially affect the Undertaking's electrical equipment at the **factory / premises** or any part thereof, until the Consumer shall first have notified the Undertaking of the intended alterations and shall have obtained the approval of the Undertaking in writing which shall not be unreasonably withheld or delayed.

9(iii) If no such approval in writing to such alterations shall have been applied for or obtained, the Undertaking shall be entitled, upon receipt of the report of the Officer of the Undertaking appointed in that behalf **to charge the penal rates as provided in the section 126(6) of the Act 2003 to the factory / Premises** until the excess demand or overload has been removed if, in the opinion of that officer, either :-

(a) the obligation of the Undertaking to supply electrical energy to the **Factory / Premises** is by reason of such alterations materially increased in excess of the Contract Demand, or

(b) any part of the Undertaking's electrical equipment of the **Factory** / Premises (including feeders and metering equipment) is overloaded or liable to be damaged or otherwise prejudicially affected.

10(i) Not to use the power in a manner prejudicial to the Undertaking.

The electrical energy supplied under this Agreement shall not be utilized by the Consumer in any manner prejudicial to the Undertaking and all usage must be according to such methods and in such place as shall have been previously approved by the Undertaking.

10(ii) (a) Resale of energy

The consumer shall not sell or sub-let or permit others to use the electrical energy obtained under this agreement or divert its use to any purpose other than that for which it was originally sanctioned and/or taken from the Undertaking.

11(i) Payment for supply

The consumer shall pay each month to the Undertaking for electrical energy supplied hereunder during the preceding month such amount as shall be calculated and ascertained in accordance with the Rate **given in applicable Tariff Schedule.**

11(ii) Discontinuance for non-payment

If the Consumer neglects to pay any charge for electrical supply due to the Undertaking under this Agreement, the Undertaking may exercise the powers conferred by the Act as to cutting off the supply but without prejudice to any other remedies of the Undertaking.

12. Security Deposit

The Consumer shall deposit a security whenever required by the Undertaking **as specified by Clause 11.1 of Conditions of Supply and Section 47 of the Act**; such sum as shall represent the value of **one** months' previous consumption as Security for the due payment for energy supplied under this Agreement and of any sum which may become payable to the Undertaking under this Agreement.

The Undertaking will pay interest on the amount of security deposit at a rate equivalent to a rate equivalent to the bank rate of the Reserve Bank Of India. However interest shall be paid only on deposits in excess of Rs. 50./-

13(i) Meters

Except where the consumer elects to purchase a meter, the Distribution Licensee may require the consumer to provide security for the price of the meter in accordance with the provisions of clause (b) of sub-section 47 of the Act :

Provide that in no case shall the amount of the security exceed the price of the meter :

Provided further that the Distribution licensee shall pay to the consumer interest at a rate equivalent to the bank rate of the Reserve bank of India on the amount of security deposit maintained by the consumer under this Regulation 14.1.1

13(ii) The Undertaking shall be responsible for the periodic testing and maintenance of all consumers' meters. The consumer may, upon payment of such testing charges as may be approved by the Commission under the Schedule of Charges request the Undertaking to test the accuracy of the meter.

Provided that the consumer may require the Undertaking to get the meter tested at such facility as may be approved by Commission.

The Undertaking shall provide a copy of meter test report to the consumer within a period of two months from the date of request for testing of meter by the consumer.

In the event of the meter being tested and found to be beyond the limits of accuracy prescribed in the Central Electricity Authority (Installation and operation of meters) Regulations, 2006, the Undertaking shall refund the testing charges paid by the consumer and adjust the amount of the bill in accordance with the results of the test as specified in the Regulation 15.4 of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other Conditions of Supply) Regulations, 2005.

Should a meter or maximum demand indicator develop a fault or cease to register the actual consumption or demand during the period of such faulty operation or cessation shall be determined or assessed **as per the Electric Supply Regulations 2005.**

13(iii) Power factor / Harmonics

13(iii) (a) It shall be obligatory for the consumer to maintain the average power factor of his load at levels prescribed by the Indian Electricity Rules, 1956 with such variations, if any, adopted by the Undertaking in accordance with Rule 27 of the Indian Electricity Rules, 1956 and in accordance with the relevant orders of the Commission.

13(iii) (b) The Undertaking may require the consumer within a reasonable time period, which shall not be less than three months, to take such measures so as to raise the average power factor or control harmonics of his installation to a value not less than such norm, in accordance with (i) above.

Provided that the Undertaking may charge penalty or provide, incentives for low / high power factors and for harmonics, in accordance with relevant orders of the Commission.

14. Attendance

Should the Undertaking's representative be called out with reference to failure of supply on the Consumer's premises and the fault be found to be due to any cause other than a fault in the Undertaking's apparatus, the Consumer shall pay a fee as per Schedule of Charges approved by Maharashtra Electricity Regulatory Commission.

15. If the Consumer shall at any time during the continuance of the Agreement –

- a) make default in punctually making any payments herein provided for;
- b) be wound up by order of the Court or shall pass any resolution for winding up save for the purpose of reconstruction or amalgamations;
- c) execute or create any mortgage charge or other encumbrance in any way capable of affecting the Undertaking's ownership of the electric meters, plant, apparatus and equipment in the **Factory** / Premises or any part thereof;
- d) commit any breach of or fail to observe and perform any of the agreements and conditions contained in the Agreement and on the part of the Consumer to be observed and performed or
- e) fail to take 50 percent of the supply contracted for during any continuous period of one year unless prevented by reason of any of the following causes, viz., labour strike, plague, famine, hurricane, tempest, riot and civil commotion, mutiny, war, earthquake or act of God bonafide interfering with the working of the **Factory**,

then and in any such case, it shall be lawful for the Undertaking without prejudice to its right against the Consumer at law in damages for breach of Agreement or any other rights and remedies of the Undertaking under the act or otherwise to discontinue the supply of electrical energy and to put an end to this Agreement and the Consumer hereby authorizes the Undertaking, its representatives and agents to enter upon the premises and to seize and take away all meters, plants, apparatus, equipments and other property of the Undertaking in or upon the same. Provided always that if the right reserved to the Undertaking by this clause accrues by reason of the happening of the event referred to in Sub-clause (b) of the Undertaking shall not exercise such right if the payments herein provided for are punctually made within one calendar month of the happening of such event and there shall be furnished to the Undertaking security required by the Undertaking for the due performance and fulfillment of the conditions and obligations of the Consumer under this Agreement.

16. Undertaking's Property

It is hereby expressly agreed and declared that all the meters, plants, apparatus and equipments comprising the electrical installation belonging to the Undertaking in the Premises notwithstanding that the same or any part thereof are or may be fixed or fastened to any part of the premises or to the soil under or belonging to the same or otherwise are and shall at all times continue to be the sole and absolute property of and removable by the Undertaking and shall not be subject to any mortgage or arrangement or composition with or assignment for the benefit of creditors or become subject to the Insolvency Laws nor shall they be in any way disturbed except by the authorized official of the Undertaking and the Consumer hereby further agrees with the Undertaking as follows :-

- (1) That the Undertaking shall be at liberty to place its name plates or any marks or numbers on the said apparatus and equipment belonging to the Undertaking and the Consumer shall not alter or remove such plates, marks or numbers.

- (2) That the said apparatus and equipments belonging to the Undertaking shall be kept at the Premises free from distress execution or other legal process and shall not on any account be sold, assigned or dealt with or the possession thereof parted with.
- (3) That the Consumer will not at any time during the period of this Agreement execute or create any mortgage, encumbrance or charge in any way capable of affecting the Undertaking's ownership of the meters, plant, apparatus, equipment and the other property of the Undertaking in the Premises.
- (4) That the agreements in this clause contained are additional to the protection afforded to the Undertaking by the **Electricity Act, 2003**.

17. Equal Treatment

If at any time while this Agreement is in force the Undertaking shall enter into a contract with any other consumer in similar circumstances for a corresponding supply of energy at a rate lower than or upon terms in any way more favourable than the terms embodied in this Agreement, then the Consumer shall be entitled also to be reduced rate and the same favourable terms and this Agreement shall be altered or modified accordingly.

18. Undertaking's responsibility for maintaining continuous supply

The supply of electrical energy to the **Factory** / Premises shall be carried out and maintained by the Undertaking in accordance with the Electricity Act **2003** and Rules or any amendment or modification thereof and the cables and other apparatus and equipments shall be of first class quality and serviceable for the satisfactory supply of electrical energy to the **Factory** / Premises.

Provided that no responsibility shall devolve upon the Undertaking by reason of breakdown in the **consumer's** equipment or any stoppage thereby incurred so long as the supply of the Undertaking at the point of delivery is in accordance with this Agreement. Provided also that the Undertaking shall not be responsible for such damage or loss (if any) as the Consumer may sustain owing to the failure at any time of electric current by reason of the cutting off or damage to any wires or works during war, mutiny, or riot or by reason of earthquake, hurricane, lightening or tempest or of any accident or cause of whatever nature ejusdem generis or not beyond the control of the Undertaking.

Provided also that the Undertaking shall be at liberty temporarily to cut off supply after previous notice to the Consumer for the purpose of repairing or altering or attending to any mains, cable or other apparatus and in such case the Undertaking shall not be responsible for any discontinuance but shall restore supply as soon as possible.

19. Undertaking not responsible except for culpable negligence.

The Undertaking shall not be responsible for any loss or damage to person or property caused by electric current or otherwise unless the same is caused by culpable negligence on the part of the Undertaking or any of its employees in the course of their employment.

20(i) If the consumer shall be obliged to suspend or reduce operations at any time owing to the total or partial destruction of the Factory / Premises by fire, the consumers may procure a temporary reduction of the maximum demand charge by giving notice in writing to the Undertaking within three calendar months of the date of such destruction; but any suspension or reduction of operations may at the option of the Undertaking be added to the period of supply stated in the agreement. On obtaining such a reduction of the maximum demand charge the minimum sums payable by the consumer to the Undertaking for the first year subsequent to the destruction of the Factory / Premises shall be calculated in the basis of Rs. 3.75 and for the second and subsequent years on the basis of Rs. 7.5 per month per KVA of the maximum demand if such destruction took place after a period of twelve months from the date of first supply under this agreement. But if it took place within such period, such calculations shall be based on the contract demand instead of the maximum demand. Provided that the consumer shall with all ordinary diligence restore or repair, the damage to the factory / premises so as to resume operations as soon as possible and that subsequent to such resumption the amount payable for energy supply shall be ascertained and paid for according to schedule of charges as if the factory / premises had not been destroyed totally or partially as aforesaid.

20(ii) Where due to total destruction of the factory / premises by fire the consumer intends or is obliged entirely to suspend operations with the intention of permanently abandoning them, he may procure a cancellation of the contract by giving to the Undertaking Thirty (30) days as provided in ESC notice in writing before the effective date of such proposed cancellation. Provided that it shall not be open to the consumer to terminate this agreement if the factory / premises is only partially destroyed by fire and it would be practicable with ordinary diligence to restore or repair the damage to the factory / premises and to resume operations within twelve calendar months from the date of destruction although so far as the payments are concerned it shall be entitled to the benefit provided by sub-clause (i) of this clause.

21) Assignment or Transfer of Agreement.

The Consumer shall not without the previous consent in writing of the Undertaking (which shall not be unreasonably withheld) assign, transfer or part with the benefit of this Agreement nor shall the Consumer in any manner part with or create any partial or separate interest thereunder.

22) Agreement to be read with License and Electricity Act and Rules thereunder.

This Agreement shall be read and construed in all respects in conformity with the License and with all the provisions of the Electricity Act **2003** (hereinafter called "the Act") and the rules and regulations thereunder or of any amendments or modifications thereof and shall not be deemed to limit or affect the exercise of the rights of the Undertaking thereunder. The Consumer shall be deemed to have full knowledge of all Conditions (i.e. Conditions of Supply) made by the Undertaking and **Electricity Supply Code approved by Maharashtra Electricity Regulatory Commission** from time to time not inconsistent with the Act or the License.

23) This Agreement is further subject to any limitations or restrictions that may be imposed from time to time by the **Maharashtra Electricity Regulatory Commission.**

Signed for and on behalf of
The Municipal Undertaking on
Greater Mumbai by _____
_____ For General Manager,
The Brihan Mumbai Electric Supply &
Transport Undertaking in the presence of :

(Secretary)
General Manager
The B.E.S. & T. Undertaking

Signed for and on behalf of The General
Manager, BEST Undertaking as authorized
under BCR No. 900 dtd. 13/12/1974

Countersigned by

- 1.
- 2.

Two members of the Brihan Mumbai Electric
Supply and Transport committee in the
presence of _____

Members
The B.E.S. & T. Committee

and

Signed for and on behalf of

In the presence of

- 1)
- 2)