
Agreement of Extra High Tension/High Tension Supply

THIS AGREEMENT made on this **21st of September 2017** between the Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal, a company incorporated under the Companies Act 2013, and is a government company within the meaning of section 617 of the Companies Act 1956.(which expression shall where the context so admits include its successors in office and assigns of the one part and **Saffron Info Solution s/o | w/o | c/o purshotam verma** (hereinafter called the Consumer which expression where the context so admits shall include his heirs executors , administrators, legal representatives, successors in business and assigns) of the other part.

WHEREAS the Consumer has requested the Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited, Bhopal (Herein after referred to as the Central Discom) to supply him with electrical energy in bulk at the consumer's premises situated at (address) **42 A , Ayodhya bypass** (Email id) **vinay.it8525@gmail.com** and which for greater clearness is delineated on the plan hereto annexed and thereon colored for the purpose of **null** and the Central Discom has agreed to supply to the Consumer such energy upon the terms and conditions herein after contained.

NOW IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:-

- **1.(a)** Subject to the provisions herein after contained and during the continuance of this Agreement, the Central Discom shall supply to the Consumer and the Consumer shall take from the Central Discom all such electrical energy as the Consumer shall require for the purpose of his own use and for the above mentioned purpose at his premises referred to above, up to a maximum of **110 KVA** (Herein after called the contract demand) subject to provisions of clause 13 hereof.
- **(b)** The consumer shall not **sell or transfer or redistribute** the electrical energy taken under sub-clause (a) without obtaining the sanction in writing of the Madhya Pradesh Electricity Regulatory Commission (herein after called MPERC) under the Electricity Act, 2003.
- **2. (a)** Commencement of this Agreement shall date from the date of which connection is electrically charged.
- **(b)** Subject to the foregoing sub-clause (a) the Consumer shall commence to take electrical energy under the conditions of this Agreement as soon as the connection is electrically charged. **In the event of non-availing the supply by the consumer as per the above terms, he/it shall be liable to pay minimum charges as specified in the tariff as in force from time to time.**
- **3. (a)** The Central Discom agrees to provide the necessary **33 KV** supply line; from the Central Discom mains to the premises of the Consumer up to the point of supply required to supply power to the Consumer under this Agreement and the fuses, isolators or oil circuit breakers as may be necessary at the point of supply as per standard practice of the Central Discom and the Consumer shall pay to the Central Discom the cost of supply line and plants(s) as may be specified by the Central Discom in accordance with the relevant Regulations notified by MPERC, **and amendments from time to time.**
- **(b)** Notwithstanding that cost of the supply line and plant(s) is paid for by the Consumer; the ownership of the entire supply line and plant(s) paid for by the Consumer shall vest in the Central Discom and will be maintained by the Central Discom at its cost.
- **4.** The energy supplied to the Consumer by the Central Discom shall be on 3 phase, 50 cycles, alternating current system at a normal pressure of **33 KV** . The frequency and pressure of the electrical energy at the point of supply to the feeders of the Consumer shall be subject to the fluctuations that are ordinary, usual and incidental to the generation and transmission of electrical

energy , but such fluctuation shall not, except for reasons beyond the control of the Central Discom, be more than 3 percent on the frequency and (i) 6 percent on the higher side or 9 percent on the lower side in the case of high voltage; or (ii) 10 percent on the higher side or 12.5 percent on the lower side in case of extra high voltage. The Consumer agree to ensure that all his 33 KV step down transformer shall be delta connected on the high voltage side, **but any deviation resulting due to reasons beyond the control of Central Discom shall not entitle the consumer to claim any damages.**

- **5. (a)** The Consumer shall provide and maintain at his expense a locked and weather proof enclosure of a design to be approved by the Central Discom for purpose of housing the Central Discom's terminal high tension switchgear and equipment.
- **(b)** The Consumer shall further provide free of cost of the Central Discom necessary land belonging to the Consumer and afford all reasonable facilities for bringing in not only the direct cables or overhead line from the Central Discom's system for servicing the Consumer, but also cables or overhead lines connecting Central Discom.s other consumers, and shall permit the Central Discom to provide all requisite switchgear and connections thereto on the above premises and to furnish supply to such other Consumer through cables and terminals situated on the Consumer's premises provided supply to the Consumer in the opinion of the Central Discom is not thereby unduly affected.
- **(c)** The Consumer may with the written permission of the Central Discom house his own H.T. Switchgear and other apparatus connected with a supply of energy to him under this agreement and must necessarily be placed therein; but such enclosure shall not be used for any other purpose.
- **(d)** The representative, servants, subordinates and workmen of the Central Discom with or without tools shall have access at all times to the said enclosure or premises and to the incoming or outgoing cables or overhead lines laid under, over or across his lands under sub-provision(b) above for purpose of inspection, testing, repairs and maintenance of its property.
- **6.** The point by supply shall be at the outgoing terminals of the Central Discom's CUTOUTS that shall be installed under clause 3 or inside the premises provided by the Consumer under clause 5 of this Agreement; and supply shall be taken to the point designated.
- **7. (a)** For the purpose of registering the electrical energy taken by the Consumer under this Agreement there shall be provided one....volt metering equipment (herein after referred to as the main meter) on the feeder of the consumer which shall be the property of and be kept in good condition, repaired and calibrated by the Central Discom.
- **(b)** Where metering is done on the low voltage side of supply either on grounds of economy or on account of non-availability of high voltage metering equipment or such other reason, the quantity of electricity consumed in any month on the high voltage for billing purpose will be computed by adding 3% (three percent) extra on account of transformation losses as specified in Electricity Supply Code 2013 or in Tariff Order as in force from time to time, to the total monthly quantity as registered by the meter on the low voltage side.
- **8.** The Consumer may at his own expense install check meters in his feeders at his premises. Nevertheless, the quantity of electrical energy and demand as recorded by the main meter installed by the Central Discom under clause 7 hereof shall be taken at all times (subject to the provisions of clause 14 hereof) as the quantity of electrical energy actually supplied and the demand actually made from the Central Discom's system.
- **9.** The meters shall be properly sealed on behalf of both parties and shall not be interfered with by either party except in the presence of a duly authorized representative of the other party.

- **10.** All transformers, switch gear and other electrical equipments in the installation of the consumer and also those directly connected to the feeders or lines of the Central Discom shall be suitable design and be maintained to the reasonable satisfaction of the Central Discom. The setting of fuses and relays on the Consumer's control -gear as well as the rupturing capacity of any of his circuit breakers shall be subject to the approval of the Central Discom. The starting current of motors shall not exceed the limits specified in the MPERC's 'Electricity Supply Code 2013 as in force from time to time'.
- **11.** Save as provided herein the supply shall be available continuously except in cases of force majeure as provided in Electricity Supply Code 2013 as in force from time to time, or any causes over which the Central Discom has no control and in any such case the Central Discom shall not be responsible for any loss or damages for such discontinuance of the energy but shall recommence the supply as soon as it reasonably can.
- **12. (a)** The Consumer agrees to restrict or regulate consumption of electrical energy supplied to him under this agreement during peak hours and may be directed by the Area Engineer of the Central Discom in writing and at any other hours if so required to do, if any power position or any other emergency in the power system warrants such a course of action.
- **(b)** The consumer agrees to the supply of electricity under this agreement being curtailed, staggered or cut-off altogether by the Central Discom, if the power position or any other emergency in the power system warrants such a course of action.
- **13. (a)** The consumer **may** be permitted such additional supply **if available** in excess of the contract demand as may be agreed upon by the Central Discom and the Consumer has given due notice in writing of his desire to have the contract demand altered.
- **(b)** In the event of the Central Discom agreeing to make such additional supply available the consumer shall pay such contribution towards the cost of making such additional supply available as may be intimated by the Central Discom.
- **(c)** If such additional supply is made available by the Central Discom the contract demand specified in clause 1 (a) hereof shall be increased to the same extent.
- **(d)** After completion of initial period of agreement the consumer shall be entitled for reduction in contract demand in accordance with the provisions contained in Electricity Supply Code 2013 as in force from time to time. Such reduction in the contract demand shall not affect the consumer's liability to pay the amount of the minimum guarantee, mentioned in clause 21(a) hereof.
- **14.** The readings/MRI of the meter referred to in clause 7 hereof shall be taken by the authorized representative of the consumer and the Central Discom as specified in Electricity Supply Code 2013 as in force from time to time and the reading so taken shall be binding and conclusive between the consumer and the Central Discom as to the amount of electrical energy supplied to the consumer. In the event of the main meter or the ancillary equipment forming a part thereof being found defective the quantity of electricity supplied will be determined in accordance with the reading of the check-meter **installed by Central Discom**. However if during the period when the main meter is defective the quantity of electricity supplied shall be determined by taking the average consumption for the previous three months or otherwise provided by MPERC in its relevant regulations; provided that if in opinion of the superintending Engineer of the Central Discom the conditions in the consumer's installation during the month in question were such as to render billing on such average consumption not equitable either to the consumer or to the Central Discom. The electricity supplied during such period shall be determined by the Superintending Engineer and in the event of the Consumer not being satisfied with such determination he may appeal to the Central Discom's Chief Engineer concerned whose decision in the matter shall be final.
- **15.** The Consumer shall at all times allow the officer or servant of the Central Discom generally or specially authorized by the Chief Engineer in this behalf to inspect the electrical equipment of the consumer for all or any of the purposes connected with the supply of electrical energy to the Consumer under this Agreement.
- **16.** The meters shall be recalibrated and standardized if so desired, by either party, by means of standard instruments by the Central Discom in the presence of the Consumer or his representative;

provided however that the Central Discom may; conduct test-checks of the metering equipments at intervals of six months or such other period as specified in the Electricity Supply Code 2013 as in force from time to time.

- **17.** The consumer shall be entitled on application to the Central Discom or its authorized representative in this behalf to have a special test of the meters carried out at any time and the expenses of such test shall be borne by the Central Discom or the Consumer according as the meters are found to be defective or correct as a result of such a test, such meters shall be deemed to be correct if the limits of error do not exceed those laid down in the Indian Electricity Rules, 1956 as amended from time to time.
- **18.** For the purpose of this Agreement the maximum demand of the supply of Consumer in each month shall be equal to four times the largest amount of Kwh/kvah delivered at the point of supply of the consumer in the premises during any consecutive fifteen minutes in that month as per sliding window principal of measurement of demand.
- **19.** The Consumer shall pay to the Central Discom every month, charges for the electrical energy supplied to the Consumer during the preceding month at the Central Discom's tariff applicable to the class of service and in force from time to time. A copy of the current H.T. Tariff order No.....dated.....issued by MPERC as amended applicable to the Consumer is set out in the Schedule attached to this agreement.
- **20. (a)** The tariff is subject to the variable cost adjustment charge if any detailed therein.
- **(b)** The incidence of the variable cost adjustment charge shall be levied in addition to any minimum charges specified under the tariff in clause 19 or any minimum of special guarantee referred to in clauses 21 hereof.
- **21.** Special conditions and/or charges.
 - **a.**
 - **b.**
 - **c.**
- **22. (a)** If at any time during the continuance of the agreement between the licensee and the consumer, the use of electricity is not possible fully or partially by the consumer due to force majeure conditions mentioned in Supply Code 2013, as in force from time to time the consumer may on giving 7 days notice in writing to the Central Discom, about such a situation **with requisite thereof** be permitted a reduced supply of power as may be necessary and feasible. In all cases where the consumer claims Force Majeure conditions Central Discom's authorized representative shall verify the same. Such a facility shall be available to the consumer only if the period of reduced supply is for a minimum period of 30 days and up to a maximum of six months as specified in Supply Code 2013. The aforesaid period of reduced supply shall not be counted towards the initial period specified in the agreement and the period of agreement shall be extended for a further period equal to the period reduced supply. Provided nevertheless on the expiration of period of agreement referred to in clause 27 hereof this agreement shall continue to remain in force for a further period equal in length to the period during which the reduced supply under this clause shall have continued and provided also that the consumer shall pay for the said reduced supply at such rate as under the Central Discom's tariff in force for the consumer category.
- **(b)** The Central Discom or the consumer shall not be liable for any claim for loss, damage or compensation whatsoever arising out of supply when such failure of supply is due to, either directly or indirectly, to war, mutiny, civil commotion, riot, terrorist attack, flood, fire, strike (subject to certification by Labour Commissioner), lockout (subject to certification by the consumer shall not be liable to pay for any energy not actually supplied by the Central Discom nor shall the period of discontinuance be added to the said period of the agreement.
- **23.** The average monthly power factor of the consumer's installation shall not be less than 90 percent. Should it, however, fall below 90 percent or as may be specified in tariff the consumer shall pay such additional charges as may be specified in the tariff. Should be average power, factor fall

below 70 percent, the Central Discom may, without prejudice to its right to recover the minimum charges under the agreement, disconnect the consumer's installation till the arrangements are made to raise to 90% or above. This is however, without prejudice to the levy of additional charge for low power factor in the event of supply not being disconnected. The case the average power factor of his installation falls below 70 percent and the Central Discom shall, when so required by the consumer disconnect his installation. Any such disconnection will not relieve the consumer from the obligation to pay the minimum charges under the agreement.

- **24. (a)** The Central Discom will as far as possible within fifteen days after the expiration of each calendar month or after the date of reading deliver to the consumer a bill of charges stating the number of units supplied to the consumer by the Central Discom in accordance with the reading of the said meters and the amount payable thereof according to the tariff applicable together with other charges payable by the consumer to the Central Discom and the consumer shall pay the same within fifteen days from the date of issue of the bill. The Fuel cost adjustment charges as applicable under the tariff will be calculated and incorporated as a part of the bill as may be fixed by the MPERC from time to time.
- **(b)** The amount to be billed for each month shall be either the charges enumerated in clause 24 (a) above or one twelfth (1/12) of the guaranteed annual minimum under clauses 21 whichever is higher, subject to monthly necessary adjustment without prejudice to clause 20.
- **25. (a)** In the event of any dispute or difference as to the correctness of any bill or bills specified under the terms hereof the consumer shall nevertheless pay such bill or bills or a sum equivalent to average of preceding six months average bills, as specified in Supply Code 2013 within the aforesaid period of fifteen days. Any adjustment necessary due to incorrectness of such bill or bills shall be made by the Central Discom in accordance with and within the time limit stipulated in Supply Code 2013 after the settlement of said dispute or difference.
- **(b)** If the consumer fails to pay any bills as provided in clause 24 he shall be liable to pay a surcharge as specified in the tariff order in force from time to time from the date of the bills in the bills is not paid within fifteen days of the date of the bill, the Central Discom shall give the consumer fifteen clear day's notice of intention to discontinue the supply of electrical energy and at the expiry of such period if full payment has not been made, may forthwith disconnect the supply until full payment for all dues outstanding **including surcharge** and the charges for the work of disconnection and reconnection has been made.
- **26. (a)** The consumer shall be required to deposit when demanded in cash and or any other form as may be specified by MPERC to the Central Discom a sum corresponding to not less than one and half months consumption as security for purpose next herein after mentioned and shall on the like requisition from time to time replenish such security in the event of the same becoming exhausted or insufficient or otherwise considered inadequate in accordance with the Security Deposit Regulation, 2009 notified by the MPERC and as amended from time to time. The Central Discom shall be at liberty at any time and from time to time to appropriate and apply any security so deposited as aforesaid in or towards payment or satisfaction of all or any moneys which shall become due or owing by the consumer to the Central Discom in respect of clause contained, shall not prejudice any other remedy to which the Central Discom may be entitled for the recovery of such moneys.
- **27. (a)** This Agreement shall remain in force for a period of Two years certain from the date of its commencement under clause 2 above. This period shall not be affected by anything stated herein after in this clause.
- **(b)** After the period of Two years mentioned in sub-clause (a) above, this agreement shall unless terminated as herein after provided be deemed to continue upon the same terms and conditions from year to year provided that after the period of years stated in sub-clause (a) above the agreement shall be terminable by either party giving at least one months notice in writing (expiring at the end of any calendar month) before the termination of such period.
- **(c)** Upon the expiry of such a notice, this agreement shall terminate without prejudice to the rights which may have accrued hereunder to either party.

- **28. (a)** The rates and other charges set out in the schedule referred to in clause 19 hereof and the miscellaneous charges as specified by MPERC from time to time are those in force at the time of executing/commencement of the agreement. the consumer shall be eligible for whatever reduction in or rebate from these rates/or in charges is granted by the MPERC and will be liable for whatsoever surcharge or increases upon them as may from time to time be fixed by MPERC or be liable to pay any new rate or tariff amount which the MPERC may fix in lieu of the payment fixed under the agreement.
- **(b)** . The Tariff set out in the schedule does not include any tax, duty or other charges on electrical energy that may be payable in accordance with any law in force. Such charges will be payable by the consumer in addition to tariff charges.
- **29.** Where more than one method of charging of the electricity consumed exist in the tariffs applicable to the class of service the consumer shall exercise his option for one of them at the time of commencement of this agreement as defined in clause 2(a) hereof. After the commencement of the agreement no further option in the selection of alternative tariffs will be allowed except twice during the period the agreement remain in force. Any automatic change in category that may be forced by such changes in tariff shall not be treated as option exercised by the consumer.
- **30.** The consumer shall not without the previous consent in writing of the Central Discom assign, transfer or part with the benefit of this agreement either wholly or partially in favor of any person.
- **31.** In the event of the consumer failing to comply with the terms of this agreement or any of them then in addition to the powers conferred on the Central Discom by the Acts, Rules and Regulation referred to in clause 36 hereof, it shall be lawful for the Central Discom after giving due notice in writing to the consumer to discontinue the supply of energy to the consumer or even disconnect supply forthwith where permitted under law, rules & regulations. The Central Discom shall however on the cessation of the act which entitled it to discontinue the supply and on payment by the consumer the amount of charges for the electrical energy already supplied and all other moneys then payable under this agreement together with the expenses incurred by the Central Discom in cutting off and reconnecting the supply restore the supply with all reasonable speed. Further it is hereby expressly agreed and declared that such discontinuance of supply shall not absolve the consumer of his liability to pay the minimum charges or the minimum guarantee whichever is greater payable under the terms of this agreement for the unexpired period of the agreement inclusive of the period during which supply remained disconnected as above.
- **32.** In the event of the supply of energy being discontinued by the Central Discom in consequence of any breach or default on the part of the consumer entitling the Central Discom so to do under the provisions of the Acts, Rules and Regulations referred to in clause 38 hereof, 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 or minimum guarantee whichever is greater, payable hereunder. The Central Discom shall, however on the cessation of the act which entitled it to disconnect the supply and on payment by the consumer of all charges reconnect the supply with all reasonable speed.
- **33.** 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 any act of insolvency or be adjudged insolvent.
- **(b)** Execute or create any mortgage charge, or other encumbrance on any property or asset of the consumer so as to prejudicially affect the Central Discom's rights and interests in electric meters, plant, apparatus and equipment at the consumer's Central Discom in premise or any part thereof or any right exercisable by the connection with said electric plant, apparatus and equipment; the Central Discom shall be at liberty to terminate the agreement by giving seven day's notice in writing to the consumer and upon such termination the consumer shall forthwith pay to the Central Discom all the moneys then due and payable under this agreement together with a further sum equal to the amount of the tariff minimum or special guarantee whichever is greater for the unexpired minimum agreement period of supply as and way of liquidated damages.

- **34.** This agreement for supply of electrical energy supersedes all previous contracts for supply of energy to the premises entered into and executed by the Central Discom and the consumer. The settlement of disputes and/or liabilities for the period prior to commencement of this agreement shall be done on the basis of terms and conditions of agreements mentioned above.
- **35.** Notwithstanding that the Central Discom may not have taken advantage of some previous breach, defaults or event of like nature on the part of the Consumer. It shall be lawful for the Central Discom to enforce the terms conditions of these presents in the event of a subsequent breach, default or event of like nature.
- **36. (a)** The consumer shall conform to conditions of supply specified by the MPERC from time to time in its Regulations/Codes and also the provisions of the Electricity Act, 2003, and any modification or re-enactment thereof for the time being in force or that may be 2013 has been supplied by the Central Discom to the consumer and the consumer hereby acknowledges the receipt thereof.
- **(b)** Nothing contained in this agreement or any amendment thereon shall restrict any rights, obligations and discretions which the Central Discom or the consumer has derived under the law and also Central Discom may derive under any legislation relating to supply and consumption of electricity enacted during the period of this agreement.
- **37. (a)** Any letter, order or document addressed to the consumer shall be served delivered electronically in digitally signed format or otherwise by post. In case consumer agrees to receive company correspondence by electronic mode, the company shall not be obligated to send some information through any other means; and further information send to given email ID would be deemed to have been delivered to consumer.
- **(b)** All communications to the Central Discom shall be addressed to the Secretary of the Central Discom at the Corporate Office to the Central Discom or to any other office authorized or designated in this behalf.
- **38.** Where any expression used in this agreement is not defined in it or the Electricity Act, 2003 Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010, MP Vidyut Sudhar Adhiniyam 2000 and regulation framed there under or in General Clause Act, 1897, such expression shall have the meaning generally assigned to it in the Electricity Supply Industry.
- **39.** This agreement shall be deemed to be entered into at.....and all disputes and claim, if any out of and in respect of this contract are to be settled at....or be triable only in any competent court situated at.....

IN WITNESS, WHEREOF.....The Chief Engineer / GM (_____Region/Commercial), Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited by order and direction of and on behalf of a Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited and the consumer have hereunto set their signatures and the common seals the day, month and year first written above.

Signed by the above named in the presence of

(1) (Name and address)
GM

Signature of Authorized Signatory of
MPMKVVCL

The common seal was hereunto affixed in the presence of

(2) (Name and address)- witness

Signature

Signed by the above named in the presence of

(3) (Name and address)
Consumer

Signature of authorized signatory of Consumer

The common seal was hereunto affixed in the presence of

(4) (Name and address)-Witness

Signature