

FRANCHISEE AGREEMENT

(Only for those Developers who have fully developed the Electrical infrastructure at their own cost and also who undertake to develop additional infrastructure in future)

This Franchisee Agreement is entered into on the _____ day of _____ 20__ by and between:

The Tata Power Company Limited, a company incorporated under the provisions of the Indian Companies Act, (VII of 1913), having its registered office at Bombay House 24, Homi Mody Street, Mumbai – 400 001 (hereinafter referred to as “Tata Power”, which expression shall unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) and;

_____ (Name of the Franchisee), having its registered office at
_____ (Franchisee address) (hereinafter referred

to as “Distribution Franchisee”, which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns).

WHEREAS

- 1) By the Order dated 1st June 2010, Maharashtra Electricity Regulatory Commission directed vide clause no. 30 to all the Distribution Licensee in the State of Maharashtra to enter into a Franchisee agreement with single point consumers either through MOU or through Competitive process.
- 2) Distribution Franchisee has developed network at _____, which consists of _____ (number and capacity of transformer), _____ km length of HT cable, _____ km of LT cable, _____ (number) of LT meters, _____ (number) of HT meters and other related equipments to serve _____ LT consumers and _____ HT consumers in the Distribution Franchisee Area.
- 3) Tata Power holds a distribution license to operate and maintain a distribution system for supply of electricity to consumers in the area of supply specified in its license. Tata Power operates the distribution license through its distribution division, hereinafter referred to as “Tata Power-D”.
- 4) Distribution Franchisee has approached Tata Power-D to become a distribution franchisee of Tata Power-D in the Distribution Franchisee Area.
- 5) Distribution Franchisee confirms and agrees that it has all the required expertise, experience, infrastructure including Distribution Network concerning Distribution Franchisee Area as defined herein and the required competent personal to undertake the obligations agreed herein and further confirms and agrees to undertake development of additional Distribution Network in the Distribution Franchisee Area as may be required from time to time.
- 6) Distribution Franchisee has confirmed that they are aware of all the compliances, obligations, responsibilities of Tata Power-D under all required legislations, rules, directions, regulations etc. The Distribution Franchisee hereby confirms and agrees that it shall comply with all the aforesaid Tata Power-D’s obligations and shall ensure that no liability of whatsoever nature shall be inflicted upon the Tata Power-D by the Distribution Franchisee’s non-performance/ delay in performance/ part performance.
- 7) In pursuance of the above the parties hereto have jointly and in their mutual interest desired to execute these presents.

Tata Power-D and Distribution Franchisee shall be individually referred to as 'party' and collectively referred to as 'parties'.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

- a) Distribution Franchisee Network – Distribution Franchisee Network shall mean all assets employed/installed/commissioned by the Distribution Franchisee in the Distribution Franchisee Area for the distribution and supply of electricity including the related services like operation & maintenance, meter reading, bill distribution, etc.
- b) Distribution Losses (%) – Distribution Losses shall mean relevant HT level or LT level distribution losses as may be approved by Maharashtra Electricity Regulatory Commission through its Orders for Tata Power-D, from time to time.
- c) Effective date – Effective Date shall mean the date of execution of this Franchisee Agreement.
- d) Expiry date – Expiry Date shall be 14th August, 2014.
- e) Distribution Franchisee Area – Distribution Franchisee Area shall mean area covered under CTS _____. Distribution Franchisee Area shall be restricted to the area as depicted in the pictorial presentation made in **Schedule I** to this Franchisee Agreement.
- f) Input point – Input Point shall mean ____ kV EHV/HV side of the Distribution Franchisee's sub-station which shall feed electricity to the Distribution Franchisee Area. The single line diagram depicting the Input Point is given in **Schedule II**.
- g) Major Incident – Major Incident means an incident associated with the distribution and retail supply of electricity in the Distribution Franchisee Area, which results in a significant interruption of service, substantial damage to equipment, loss of life or significant injury to human beings and shall include any other incident which Tata Power-D expressly declares to be a major incident.

Significant interruption of service for this purpose shall mean interruption impacting more than 10% of consumers in the Distribution Franchisee Area, continuously for a period of more than 24 hours.

Substantial damage to equipment shall mean damage to Distribution Franchisee Network or the distribution network and assets of Tata Power-D, exceeding Rs. 1 crores in gross value.

- h) Law – Law means, in relation to this Franchisee Agreement, all laws in force in India and would include any statute, ordinance, regulations, notice, circular, code, rule or direction, or any interpretation of any of them by a Governmental instrumentality and also includes all applicable Rules, Regulations, Orders, Directions, Notifications by a Governmental instrumentality pursuant to or under any of them and shall include all Rules, Regulations, Decisions, Directions and Order of MERC.
- i) Prudent Utility Practices – Prudent Utility Practices shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring safe and efficient distribution of electricity, operation and maintenance of Distribution Franchisee network, billing and collection of Distributed power etc.

The words and expressions used but not defined herein shall have the respective meaning as assigned to them in the Electricity Act, 2003 including the existing rules, regulation or to be introduced from time to time or MERC Regulations.

2. Nature of Franchisee Agreement

- a) By the orders of Hon'ble Maharashtra Electricity Regulatory Commission dated 1st June 2010 (Case No 82 of 2009) and 3rd October 2011 (Case No 108 of 2011), the parties hereto are implementing the concept envisaged under the above order by the Tata Power-D engaging in services of Distribution Franchisee as detailed herein for its consumers in the Distribution Franchisee Area.
- b) To comply with the aforesaid requirement, Tata Power-D desires to engage the services of Distribution Franchisee for the purpose of distributing and supplying electricity and

providing the related services to the consumers of Tata Power-D in the Distribution Franchisee Area.

- c) Tata Power-D and Distribution Franchisee agree that all consumers within the Distribution Franchisee Area shall be the consumers of Tata Power-D. Therefore, it is agreed between the parties that Tata Power-D at all times shall have overriding powers with regard to decisions / steps to be taken for resolving consumer grievance.
- d) Distribution Franchisee has its existing Distribution Franchisee Network within the Distribution Franchisee Area as defined herein, which shall be used for distributing and supplying electricity to the individual consumers within the Distribution Franchisee Area by the Distribution Franchisee on behalf of Tata Power-D. Distribution Franchisee at its cost shall effect all the changes to suit the statutory requirements from time to time.
- e) Distribution Franchisee has existing Distribution Franchisee Network which meets with the requisite statutory obligations and standards under the applicable legislation, rules and regulations framed from time to time and shall strive to comply with all future requirements introduced from time to time at its costs.
- f) The procedural requirement of bill generation of Electricity Bill shall be undertaken by Tata Power-D based on the meter reading data submitted by the Distribution Franchisee. The Electricity Bill distribution and collection shall be carried out by Distribution Franchisee for onward transmission of the collection to Tata Power-D.
- g) Based on the assurances given by Distribution Franchisee that it has the required Distribution Franchisee Network and the related expertise and required infrastructure, and believing the same to be true, Tata Power-D engages the services of Distribution Franchisee.

3. Term of Franchisee Agreement

Tata Power-D and Distribution Franchisee agree that the term of this Franchisee Agreement shall be for the period starting from the Effective Date and ending on the Expiry Date. Franchisee Agreement may be extended from time to time as mutually agreed between the parties in writing.

4. Responsibilities of Distribution Franchisee

4.1 General Responsibilities

The Distribution Franchisee agrees to be responsible for carrying out following activities in the Distribution Franchisee Area:

- a) Undertaking all the liabilities and meet all obligations of Tata Power-D as stipulated in Electricity Act, 2003 and corresponding regulations as if they were to apply to the Distribution Franchisee;
- b) Discharging all duties and responsibilities as applicable, on behalf of Tata Power-D as per the terms and conditions of the License given by Maharashtra Electricity Regulatory Commission (MERC);
- c) Undertaking any other activity as may be notified from time to time by MERC to Distribution Licensee;
- d) Complying with all the directives issued by MERC from time to time and directives issued by the Tata Power-D for compliance of the same.
- e) Undertaking to supply the power supplied to it at the Input Point, only to the consumers of Tata Power-D who are within the Distribution Franchisee Area.
- f) Distribution Franchisee shall be the principal employer for the manpower engaged by Distribution Franchisee in the Distribution Franchisee Area during tenure of this Franchisee Agreement. Tata Power-D shall neither register nor sign any document as a principal employer.
- g) Distribution Franchisee shall make all the efforts within the ambit of law, to collect bill from the consumers within the due date of the bill. However, in case the consumer does not pay the electricity bill within the stipulated period, Tata Power-D shall take appropriate steps as per section 56 of the Electricity Act, 2003. The representatives of the Distribution Franchisee shall co-operate with Tata Power-D in carrying out the activity of disconnection of the consumer as per section 56 of the Electricity Act, 2003.

4.2 Distribution Responsibilities

The Distribution Franchisee agrees to be responsible for carrying out following distribution related activities:

- a) Undertaking the distribution of power to the consumers of Tata Power-D in the Distribution Franchisee Area;

- b) Conducting inspections and assessment of charges as per Schedule of Charges approved by the Hon'ble Commission with respect to new connections and get the assessment charges audited from Tata Power-D and intimate the charges to the consumers and provide supply to the consumers, including processing request for load enhancement;
- c) Granting new connections with a connected load equal to or more than 200 kVA and above, only after obtaining prior written approval from Tata Power-D, in all other cases to intimate Tata Power-D within 2 days of granting the new connection;
- d) Maintaining the Distribution Franchisee Network as per Prudent Utility Practices and the standards that may be prescribed by MERC or any other authority, from time to time;
- e) Monitoring the Distribution Franchisee Network in the Distribution Franchisee Area;
- f) If the meters are already installed by Distribution Franchisee, these meters shall be replaced as per specifications approved by Tata Power-D by better / higher quality, standard / specifications meters. Distribution Franchisee agrees to bear the replacement cost in case such meter replacement is required;
- g) The Distribution Franchisee should have nominated technicians for attending all the queries/complaints and the details of name and contact number shall be provided to Tata Power on a monthly basis and to the consumers alongwith the copy of the monthly bill. However, if the number of consumers in the Distribution Franchisee Area is more than 2,500, the Distribution Franchisee shall at his own cost establish a Consumer Service Centre with adequate communication facilities, as may be prescribed by Tata Power-D from time to time, for attending and servicing the consumers round the clock with respect to commercial and technical related complaints/issues.

4.3 Repair and Maintenance Responsibilities

The Distribution Franchisee agrees to be responsible for carrying out following repairs and maintenance related activities:

- a) Undertaking all operation, maintenance and repair related to the Distribution Franchisee Network in the Distribution Franchisee Area;
- b) Maintaining the existing Distribution Franchisee Network as well as develop additional Distribution Franchisee Network within the Distribution Franchisee Area and conduct the

necessary repairs in conformance with the MERC (Standards of Performance) Regulations, 2005;

- c) Establishing a site store for the O&M spares if required, and shall at all times, maintain a minimum level of Inventory of current assets, as prescribed by Tata Power-D from time to time;
- d) Providing access to the officers of Tata Power-D, to inspect the Distribution Franchisee Area and to ascertain whether the Distribution Franchisee Area is being operated as per this terms and conditions of this Franchisee Agreement.

4.4 Commercial Activity related Responsibilities

The Distribution Franchisee agrees to be responsible for carrying out following commercial related activities:

- a) Undertaking meter reading, sharing of meter reading data with Tata Power-D for preparation of bills, distribution of the bills prepared by Tata Power-D and cheque (cheques shall be drawn in the name of 'The Tata Power Company Ltd.')
- and/or cash collections from the consumers of Tata Power-D in the Distribution Franchisee Area at such time intervals and on such date as may be specified by Tata Power-D;
- b) Delivering/Remitting the cheques and/or cash collected from consumers of Tata Power-D to the account designated by Tata Power-D on the next working day after collection;
- c) Issuing receipt for cash/cheque collected from the consumers. The receipt shall specify all details regarding such collection including details with respect to date of receipt, consumer number, amount received, mode of payment and cheque details if the payment is made by cheque.
- d) Collecting security deposits from existing as well as new consumers as per regulations and deposited it in account designated by Tata Power-D;
- e) Informing Tata Power-D forthwith of any incident /event that may come to the notice of the Distribution Franchisee, which relates to theft of power, unauthorized use of power, interference with meters and extinguishing public lamps, theft of electric lines and material etc. within the Distribution Franchisee Area. Further, Distribution Franchisee shall also coordinate and support Tata Power-D for initiating necessary action, in

accordance with the Electricity Act 2003, to prevent such theft of power, unauthorized use of power, interference with meters and extinguishing public lamps, theft of electric lines and material etc. and informing Tata Power-D

4.5 Reporting Responsibilities

The Distribution Franchisee agrees to be responsible for carrying out following reporting related activities:

- a) Providing a diagram including single line diagram, which shall give sufficient details of the electrical arrangement for distribution of power from Input Point to the consumers of Tata Power-D within the Distribution Franchisee Area;
- b) Maintaining records with respect to bill distribution including the proof of delivery of bill to the consumers;
- c) Providing report related to collection vis-a-vis billing on a monthly basis;
- d) Maintaining records of collection of security deposit and report the same to Tata Power-D on a monthly basis in the format prescribed by Tata Power-D from time to time;
- e) Carrying out energy audit on monthly basis and submit the report of the same to Tata Power-D;
- f) Distribution Franchisee shall furnish following data on monthly basis alongwith further details as may be required by Tata Power-D:

Consumer Category	Numbers of Consumers	Sales Billed kWh per month	Amount billed in Rs. lakh	Amount collected & paid to Tata Power-D in Rs. lakh

- g) In addition to the above report, Distribution Franchisee shall furnish to Tata Power-D on a monthly basis report with respect to Standards of Performance in the Distribution Franchisee Area as per the MERC (SoP) Regulations, 2005 and its amendment from time to time.

5. Responsibilities of Tata Power-D

5.1 Supply to Distribution Franchisee

Tata Power-D agrees to be responsible for carrying out following supply related activities:

- a) Supplying power to the Distribution Franchisee at the Input Point, based on the directives issued by MERC;
- b) Supplying such quantum of power to the Distribution Franchisee as may be required to cater to the power requirement of the consumers of Tata Power-D located in the Distribution Franchisee Area.

5.2 Repairs and Maintenance

Tata Power-D agrees to carry out Repairs and Maintenance of the substation feeding the Distribution Franchisee.

5.3 Interface Meter Reading

Tata Power-D agrees to be responsible for carrying out meter reading jointly with designated officials of Distribution Franchisee on a monthly basis at Input Point of the Distribution Franchisee Area.

5.4 Other Responsibilities

Tata Power-D agrees to be responsible for following:

- a) To support the Distribution Franchisee's initiatives to adopt innovative practices;
- b) To facilitate the Distribution Franchisee to approach MERC for various approvals such as procurement of power from other sources for expected shortfall (if any) in continuous power supply, etc;
- c) To facilitate interaction and engagement of the Distribution Franchisee and of various agencies involved in the implementation of the Distribution Franchisee with the State Government, Central Government and other relevant agencies;
- d) To facilitate decision making by arranging periodic joint meetings for discussion on issues of critical importance;

6. Consideration

Consideration under this Franchisee Agreement shall be as follows, which shall be inclusive of all rates and taxes:

- 1) Administrative Charges;
- 2) Operation & Maintenance Charges

6.1 Administrative Charges

a) Tata Power-D shall pay following Administrative Charges, inclusive all rates and taxes for the responsibilities carried out by the Distribution Franchisee:

- i. Rs. 8/- per month per LT consumer having mere kWh meter
- ii. Rs. 20/- per month per consumer having MD base tariff

6.2 Operation & Maintenance Charges

a) In addition to the above, Tata Power-D shall pay 4 paise/kWh inclusive of rates and taxes, for the sales billed as Operation & Maintenance Charges which shall be inclusive of all rates and taxes.

7. Billing

Distribution Franchisee shall raise a monthly bill on Tata Power-D in the format given in **Schedule III**, after the end of each month. The Bill shall be delivered by Distribution Franchisee on the following address or any new address as may be communicated in writing by Tata Power-D, from time to time:

Mr. _____

Dept _____

The Tata Power Company Limited,
Dharavi Receiving Station,
Matunga, Mumbai – 400 019

8. Bill Payment by Tata Power-D

The Bill presented by the Distribution Franchisee for recovery of the consideration (as provided in clause 6), shall be paid to by Tata Power-D through an electronic transfer into the designated account of the Distribution Franchisee, within 30 days of such presentment of the bill by the Distribution Franchisee to Tata Power-D. The payment of the bill shall be subject to following deductions, as and when applicable:

- i. Under recovery on account of losses higher than the Distribution Loss (as provided in clause 9)
- ii. Penalty for delay in remittance of amount collected from the consumers (Clause 10).
- iii. Any other penalties, recovery of liability, compensation, etc. as per clause 12.1 of this Distribution Franchisee Agreement.

9. Under recovery due to losses higher than Distribution Loss.

- a) Tata Power-D shall allow Distribution Loss on a monthly basis for the distribution of power in the Distribution Franchisee Area.
- b) It is agreed between the parties that following procedure shall be adopted for calculation of under recovery:
 - i. Tata Power-D shall take a meter reading at the Input Point on 1st / 2nd day of every month and work out the energy consumption at the input point.
 - ii. Distribution Franchisee shall ensure that the meter reading for the consumers within the Distribution Franchisee Area is done on 1st / 2nd day of every month and work out the sales for the month.
 - iii. If the total sales of all the consumers in the Distribution Franchisee Area for a particular month is less than (100% - MERC approved HT/LT level Distribution Loss % for Tata Power -D) of the energy consumption at the Input Point , the positive difference between (i) (100% - MERC approved HT/LT level Distribution Loss %) of the energy consumption at the Input Point and (ii) the total meter reading of all the consumer in the Distribution Franchisee Area ,

then the same shall be to the account of Distribution Franchisee and shall be compensated by the Distribution Franchisee at the Highest Tariff (Energy Charges along with applicable FAC) applicable to consumer within the Distribution Franchisee Area. An example explaining the same is given in the table below.

Table: Example for explaining compensation on Under recovery

Sr No	Particulars			
1	Meter Rdg on 1st/2nd of June 2012		10000	
2	Meter Rdg on 1st/2nd of July 2012		12000	
3= 2-1	Difference = Consumption at Input point for June 2012	Kwh	2000	
4	Approved Loss by MERC for the period	%	1%	
5	Sales billed by DF for June 2012	Kwh	1950	1990
6= 100% less 4	(100 % less Approved Distribution Loss)	%	99.00%	99.00%
7= 6 x 3	(100 % less Approved Distribution Loss) x Consumption at Input Point	Kwh	1980	1980
8	Whether the sales billed is lesser than the above calculation in		Yes	No
9	Energy to be compensated	Kwh	30	0
10	Highest Tariff Energy Charges in DF area	Rs/Kwh	5.55	5.55
11= 9 x 10	Compensation on Account of under recovery	Rs	166.5	0

10. Delay in Remittance of amount collected from Consumer

As referred in clause 4.4 b), if the Distribution Franchisee fails to remit the amount collected from the consumer on the next working day in the designated bank account of Tata Power-D, the Distribution Franchisee shall be liable to pay 1.50% per month for such delay.

11. Performance Guarantee by the Distribution Franchisee

- Distribution Franchisee shall furnish a performance guarantee for its due performance under this Franchisee Agreement, which shall be equal to total amount of 2 months billing carried out (at the Input Point) by Tata Power-D prior to the execution of this Franchisee Agreement and the performance guarantee shall be valid upto August 14, 2014, with a 6 months claim period thereafter.
- The said performance guarantee shall be executed in the draft given by Tata Power-D in **Schedule IV**.

12. Events of Default of Distribution Franchisee

12.1 Leading to Compensation / Penalty

Distribution Franchisee agrees to pay to Tata Power-D any compensation / penalty / reimbursement of losses which may be borne or may be imposed on Tata Power-D on occurrence following events:

- a) Failure of Distribution Franchisee to maintain minimum service quality as per Standards of Performance stipulated by MERC;
- b) Any losses borne by Tata Power-D due to negligence / non performance / part of Distribution Franchisee;
- c) Any lapse in categorization noticed by Tata Power-D due to negligence or lack of due diligence of Distribution Franchisee shall result in suitable penalty being levied on Distribution Franchisee which shall be deducted from the Administrative Charges and/or Operation & Maintenance Charges payable to the Distribution Franchisee;

12.2 Leading to Termination of Franchisee Agreement

The parties agree that on the occurrence of any one of the following event, the Franchisee Agreement may be terminated:

- a) Failure of Distribution Franchisee to maintain a Performance Guarantee;
- b) Supply of power supplied by Tata Power-D at the Input Point, to any consumer located outside the Distribution Franchisee Area by the Distribution Franchisee;
- c) Occurrence of Major Incident within the Distribution Franchisee Area.

13. Termination of Franchisee Agreement by Default of Distribution Franchisee

In case event / events arise leading to termination of the Franchisee Agreement, the Tata Power-D shall issue a notice to the Distribution Franchisee to remedy the default within 10 days of the notice. In case, the default is not remedied within the said 10 days, the Franchisee Agreement shall be terminated through issue of termination notice to Distribution Franchisee. Tata Power-D thereafter shall undertake the following steps:

- a) Tata Power-D shall carry out all the activities in the Distribution Franchisee Area for supplying power and servicing the consumers and the Distribution Franchisee shall have to handover the entire Distribution Franchisee Network to Tata Power-D without any liability for acquisition of such Distribution Franchisee Network.
- b) Further, it is agreed between the parties that in case the Franchisee Agreement is terminated due to the default of Distribution Franchisee, Tata Power-D shall also have a right to invoke the Performance Guarantee furnished by the Distribution Franchisee and to recover all its dues and outstanding amounts.

14. Representations and warranties

- a) Distribution Franchisee represents and warrants that it has developed the Distribution Franchisee Network in accordance with Indian Electricity Rules, 1956 and possess necessary skill and expertise to maintain and further develop the Distribution Franchisee Network within the Distribution Franchisee Area and for carrying out the distribution activities within the Distribution Franchisee Area.
- b) Tata Power-D represents and warrants that it has a licence to distribute electricity within the Distribution Franchisee Area.

15. Compliance with Act, Rules and Regulations

The parties to this Franchisee Agreement shall comply with the provisions of the Electricity Act, 2003 and the rules and regulations laid down thereunder. Where any provision of this Franchisee Agreement is inconsistent with the provisions of the Act and / or the rules or regulations laid down thereunder, the provisions of the Act, rules or regulations, as the case may be, shall take precedence to the extent of such inconsistency.

16. Indemnity

The Distribution Franchisee during the term of this Franchisee Agreement shall indemnify, defend and hold forever Tata Power-D harmless during the Franchisee Agreement and thereafter against the following:

- a) Any acts of omissions/commission of Distribution Franchisee with regard to the electricity services provided in the Distribution Franchisee Area. In such event Distribution Franchisee

shall have no claim for compensation, incentive or any other claim against Tata Power-D and shall be solely responsible and/or liable to third party.

- b) All monetary obligations or losses or implications arising out of such action of Distribution Franchisee in the nature of costs, expenses or damages. Tata Power-D shall have no liability in respect of loss of profit, loss of income, loss of agreement or any other losses or damages suffered or arising out of or in connection with existence of any defects whether latent or apparent in electricity network and the obligation of Distribution Franchisee to provide support services shall remain unaffected thereby.
- c) Claims against Tata Power-D made by any third party for any act of commission or omission by Distribution Franchisee, Distribution Franchisee shall indemnify and hold Tata Power-D harmless and compensate all the losses so caused to Tata Power-D. Tata Power-D shall also be entitled to defend any action with third parties at the cost and expenses of the Distribution Franchisee.
- d) Non-payment of all taxes, duties, and statutory/ local levies arising as a result of this commercial transaction
- e) Non-compliance of the Laws, Regulations, Orders and Directives of MERC by the Distribution Franchisee.
- f) Any penalty imposed on account of non-compliance as stated hereinabove.

17. Exclusivity

The Distribution Franchisee shall be exclusive franchisee of Tata Power-D in the Franchisee Area. The Distribution Franchisee shall not be entitled to assign or transfer in any manner its rights and obligations under this Franchisee Agreement to its affiliate or any other third party, without the prior written approval of Tata Power-D. However, the Distribution Franchisee may appoint a sub-contractor(s) for outsourcing some of its activities with a prior three day intimation to Tata Power-D.

It is further clarified that the Distribution Franchisee alone shall be liable and responsible to Tata Power-D for the due performance of this agreement and any default/breach of any of the terms and conditions of the Franchisee Agreement by any sub-contractor shall be deemed to be a default/breach by the Distribution Franchisee.

18. Changes to agreement

The parties agree to negotiate in good faith any amendments to this Franchisee Agreement that may be reasonably required as a result of experience gained in the introduction of Distribution Franchisee in the Distribution Franchisee Area.

19. Governing Law and Dispute Resolution

Any dispute arising out of compliance / non-compliance of this Franchisee Agreement shall be subjected to jurisdiction of Court of Mumbai.

20. Severability

If any section, clause, provision or article of this Franchisee Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, or is pre-empted by Central or State laws, Regulations or Regulatory Agencies, the remainder of this agreement shall not be affected, except as is otherwise provided in this Franchisee Agreement. However, if the implication of such a situation is significant, both the parties may mutually decided their future course of action.

21. Force Majeure

No Party shall be liable to the other parties if, and to the extent, that the performance or delay in performance of any of its obligation under this Franchisee Agreement is prevented, restricted, delayed or interfered with due to occurrence of any event of force majeure including acts of God, act of any Government (de jure or de facto) or regulatory body or public enemy, war, riots, embargoes, industry wide strikes, reduction in supply due to outage of generation facilities/transmission lines or any other causes, circumstances or contingencies, whether of a similar or a dissimilar nature to the foregoing, beyond the parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the parties of any of their obligations hereunder. The Party claiming an event of force majeure shall promptly notify the other Parties in writing, and provide full particulars of the cause or event and the date of first occurrence thereof as soon as possible after the event and also keep the other Parties informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. For the purpose of clarity, the Parties agree that the failure of a Party to adhere to any statutory or regulatory requirement or to obtain necessary approvals shall not be deemed to be a force majeure situation.

A condition of force majeure shall not relieve any Party of any obligation due under this Franchisee Agreement prior to the event of force majeure.

In the event of a prolonged event of Force Majeure (continuing for a period of more than 180 days) a preliminary notice of termination may also be issued by either Party leading to the termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Franchisee Agreement as of the day and year first written above.

SIGNED AND DELIVERED

On behalf of The Tata Power Company Limited

Signature: _____

Name:

Designation:

Witness:

Signature: _____

Name:

Designation:

SIGNED AND DELIVERED

On behalf of _____ (Distribution Franchisee)

Signature: _____

Name:

Designation:

Witness:

Signature: _____

Name:

Designation:

Monthly Bill

To, Mr. Dept _____ The Tata Power Company Limited, Dharavi Receiving Station, Matunga, Mumbai – 400 019	Invoice No.:		
	Bill Date :		
	Due Date :		
Particulars	Details	Rate (Rs. Per kWh)	Amount (Rs.)
<u>Administrative Charges</u>			
Single Part Tariff Consumers (kWh meter)			
Two Part Tariff Consumers (MD based meter)			
Total Administrative Charges			
<u>Operation & Maintenance Charges</u>			
Sales billed for the month			
Distribution Franchisee Charges for the month			
Add: Rates & Taxes			
Total Distribution Franchisee Charges for the month			
Amount in Words: Rs.			
<div style="display: flex; justify-content: space-between;"> <div> C.C. To _____ Billing _____ Finance </div> <div> For Distribution Franchisee Authorised Signatory </div> </div>			