

**FORMAT – 2 (iv)**

**Standard Agreement Form for Supply of Electrical Energy to Low Tension Consumers**

THIS AGREEMENT made on the ..... day of ..... Two thousand and ..... between .....(Name of the Licensee) (hereinafter called "THE LICENSEE" which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the ONE PART And ..... (which term or expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, successors, representatives, administrators and assign include his legal representative) with present ..... address ..... hereinafter referred to as "CONSUMER" ON THE OTHER PART. WHEREAS the consumer has requested the licensee to supply electrical energy to the premises of the consumer situated at ..... in the district of ....., for the purpose of..... and the licensee has agreed to supply the same on terms and conditions stipulated hereunder.

Now therefore, IT IS HEREBY AGREED BY and between the two parties hereto as follows:

**1) Duration of Agreement:** This agreement shall commence from the date of supply or the day immediately following the expiry of thirty days" notice of intimation served by the licensee on the consumer that supply of electrical energy is available under this agreement, whichever is earlier. This Agreement shall continue to be in force until the expiry of 2 (two) years from the date of commencement of agreement and thereafter shall be deemed to be continued from year to year unless the agreement is terminated as per clause 9 of this agreement.

**2) Details of supply made:**

The details of supply made –

- (i) Voltage of supply
- (ii) Single/three phase
- (iii) Category of supply and tariff
- (iv) Connected load
- (v) Contract demand
- (vi) Extension of the service connection works will be done by (Strike off which is not applicable)
  - (a) licensee
  - (b) consumer

(vii) Point of supply (to be specified)

(viii) Supply and ownership of meter

The meter shall be generally supplied by licensee and charged to consumer. However, the licensee may adopt any other modality of supplying/connecting meter with approval of the Commission.

**3) Payment of outstanding electricity bill:**

The consumer shall pay the outstanding electricity bill, if any due from the previous owner, if the premises had been purchased by the consumer, prior to release of the fresh service connection

**4) Compliance of provisions of Electricity Supply Code:**

Both the parties hereby agree to comply with the provisions of Assam Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2017 to the extent they are applicable including amendments & addendums made to it from time to time. Any other regulation framed by the Commission in regard to supply of electricity shall also be deemed to form part of this agreement.

**5) Security Deposit:**

The consumer shall pay „Security Deposit“ as prescribed under regulations issued by the Commission. The consumer undertakes to make any additional security deposit, as and when called upon by the licensee under regulations issued by the Commission. Failure to pay the deficient security deposit will entitle the licensee to disconnect the supply after serving 15 clear days notice to comply with the deficiency.

**6) Metering:**

For the purpose of registering the electrical energy taken by the Consumer under this Agreement, a suitable meter and metering equipment shall be provided and maintained by the licensee.

**7) Charges to be paid by the consumer:**

The consumer shall pay to the licensee, for power demanded and electrical energy supplied under this agreement, charges in accordance with the Tariff, including other terms and conditions as applicable to the ..... category of service and also as per the „Schedule of Miscellaneous Charges“ as in force from time to time. The consumer shall pay electricity duty, cess or such other levy, tax or duty as may be prescribed under any other law in addition to the charges payable under the Assam Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2017, Tariff, Schedule of Miscellaneous Charges and other charges as approved by the Commission from time to time.

#### **8) Disconnection:**

In the event of the consumer failing to comply with the terms & conditions of this agreement or any of them, then the licensee is free to discontinue the supply of energy to the consumer, as per the applicable rules and regulations and the licensee shall not be liable for any compensation or damages, if any, so suffered by consumer without prejudice to the right of the licensee to recover the outstanding dues and the applicable demand/ minimum charges during the period of such disconnection.

#### **9) Termination of the agreement either by the licensee or the consumer:**

Domestic and single-phase Non-domestic category of consumers may terminate the agreement after giving a 30 days' notice. Other consumers can terminate the agreement after the expiry of the initial period of two years on giving 30 days notice. The licensee may also terminate the agreement by providing similar notice to the consumer and stating the reasons of such termination in writing. Provided that if power supply remains disconnected for a period of 180 days for non-payment of dues or non-compliance of the directions issued under the Assam Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2017 and even after issue of a show cause notice by the licensee, no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply within the period specified in the notice, the agreement of the licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the period specified in the notice. The period of the show cause notice shall be seven days. However, if the agreement is to be terminated, for categories other than Domestic and Single phase non-domestic light & fan and power, before completion of the initial period of agreement, the consumer shall be liable to pay charges as per tariff for the balance period of the agreement.

#### **10) Stamp Duty:**

The consumer agrees to bear the cost of the stamp duty and all costs incidental to the execution of this Agreement in full.

#### **11) Disputes:**

This agreement shall be deemed to be entered into at the location of registered office of the licensee and all disputes and claim, if any, in respect of this contract are to be settled at such locations as mentioned in the Guidelines for Redressal of Consumer Grievances or be triable only in any competent court situated within the area of operation of the licensee.

#### **12) Consequences of submitting wrong information:**

In the event of any wrong information furnished by the applicant(s) intentionally or unintentionally, the licensee will be at liberty not to release service connection and forfeit the money, if deposited. In witness

there of \_\_\_\_\_ (Name and designation of Licensee's authorized Executive) acting for and behalf of the Distribution Licensee and \_\_\_\_\_ (consumer) have set their hands and seal on this \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_.

On behalf of the Consumer:

Signature:

Name:

Place:

**Witness:**

**1. Name: .....**

**Signature**

**2. Name: .....**

**Signature**

On behalf of the licensee:

Signature:

Name:

Seal:

**Witness:**

**1. Name:.....**

**Signature**

**2. Name:.....**

**Signature**