

POWER SUPPLY AGREEMENT

Applicable for Sanctioned Load of 50 kW/63 kVA and above as per PRACTICE DIRECTIONS UNDER ELECTRICITY SUPPLY CODE REGULATIONS, 2005

REQUIREMENT OF EXECUTING AGREEMENT, ON DATED 5TH December, 2018.

This agreement made at Mumbai and on the date as mentioned in the Schedule 'A' hereunder written 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 it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the One Part AND the Consumer as defined in the Schedule 'A' hereunder written (Consumer shall include, their/its/his successors/assigns/partners/heirs etc.) of the Other Part.

WHERE AS

- A. The Consumer has approached Tata Power (who is a Distribution Licensee under Electricity Act. 2003) with a request to supply the electricity to its Premises ("said Premises") as described in the Schedule 'A' hereunder written and has represented that it has complied with the requisite formalities prior to availing supply of electricity.
- B. Pursuant to the request of the Consumer, Tata Power has agreed to supply electricity to the said Premises on the terms and subject to conditions as more particularly contained herein:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. POINT OF SUPPLY :

The supply of electrical energy as envisaged herein shall be at the "said Premises". The Consumer further agrees and undertakes that the electrical energy so provided to it shall be exclusively used by the Consumer for the purpose stated in the Schedule 'A' hereunder written and for the said premises. The point of supply of energy to the consumer shall be at the outgoing terminals of the circuit breakers or cut outs installed in the sub- station building or site provided by the consumer for such supply.

2. DECLARATION BY CONSUMER :

Consumer hereby unequivocally undertakes and declares that:

A. It shall abide by the provisions of the Electricity Act, 2003 ("said Act"), the Electricity Rules, 2005 ("said Rules"), the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other Conditions of Supply) Regulations, 2005 ("said Supply Code") and all other laws, rules and regulations applicable for the time being or which may come in force in future.

B. Its shall regularly make the payment of bills for supply of electricity as raised by Tata Power based on the prevailing tariff rates and category of supply as determined by the Maharashtra Electricity Regulatory Commission (MERC) from time to time for relevant category and shall pay all charges which may become due in accordance with the said Supply Code and the approved Schedule of Charges of Tata Power.

C. Consumer shall deposit an amount equivalent to average of three months of billing or bill cycle period whichever is less. Tata Power will recalculate amount of security deposit based on the actual billing of the consumer once in each financial year. Tata Power shall recover or refund the differential amount to consumer, as applicable.

3. CONSUMER'S OBLIGATIONS:

3.1. The Consumer hereby undertakes, if applicable.

A. To obtain at its cost all the requisite permissions/approval from all the competent authorities (Statutory or otherwise) including Municipal Corporation of Greater Mumbai, Pollution Control Board, Chief Fire Officer, Chief Electrical Inspector or the likes.

B. To provide the space for sub-station (which includes transformers, switchgear, feeder pillars, etc.) at the premises and other space suitable to Tata Power for the meters, switches, cable and other apparatus and equipment's as may be required for installation including unrestricted free access (ingress and egress) to Tata Power. The consumer shall bear the entire cost of shifting of the substation in the event of substation to be shifted for any reasons attributable to the consumer. The shifting shall be within the said premises where power supply is provided in a plot of equivalent size and shape to be provided by consumer.

C. To ensure cleanliness and proper upkeep of the surrounding area of the sub-station / apparatus to avoid any mishap/accidents or the likes and to ensure the protection of Tata Power's equipment.

D. To allow Tata Power to bring into such premises not only the direct feeders from Tata Power's receiving stations and/or high voltage mains but also HT/LT cables connecting other consumers or cables for Tata Power's infrastructure requirement and to submit duly executed way leave permission in favour of Tata Power which would survive termination of this Agreement.

E. To provide transformers, switchgear (in case of HT supply requirement) and other equipment of suitable design and directly connect to the feeder or the line of Tata Power and that the same should be maintained to the reasonable satisfaction of Tata Power.

F. To pay wheeling charges and to compensate for wheeling losses as determined by MERC from time to time in the event Tata Power is required to utilize the existing network infrastructure of another distribution licensee existing in that area to release the supply of electricity as required by the consumer,

G. To provide a Fire Alarm and Detection system in the switchgear room.

H. To be liable for the payment of outstanding dues, delayed payment charges (DPC) and interest on amount due, which shall survive the termination of this agreement as provided herein.

3.2 The Consumer further undertakes-

A. To provide written information of any changes in expansion of its business activities which may result in increase in his existing demand/ sanctioned load or change of consumer category and tariff in case of change in name / ownership.

B. Not to utilize electrical energy in any manner prejudicial to Tata Power.

C. Not to hold Tata Power responsible for any accident/mishap including damages/compensation in relation thereto for the reasons not attributable to Tata Power. In no event either party to hold other liable for indirect or consequential damages.

D. That the licensee may discontinue the supply if the consumer installs any apparatus which is likely to affect adversely the supply to other consumers, or uses energy supplied or deals with it in any way or manner so as to unduly or improperly interfere with the efficient supply of energy to any other consumer by Tata Power.

E. Any unauthorized connection taken to other premises will be treated as theft and will be liable for appropriate action as per the law.

4. SUPPLY VOLTAGE/SANCTIONED LOAD/CONTRACT DEMAND :

As provided in the Schedule 'A' hereunder written the Sanctioned load / Contract Demand of the consumer shall be increased or reduced upon receipt of an application for the same from the consumer subject to payment of relevant charges as per the Schedule of Charges as determined by MERC from time to time.

5. PERIOD OF AGREEMENT :

This agreement shall be valid and subsisting till the same is terminated in accordance with the termination clause hereinafter specified.

6. TERMINATION :

This agreement shall be terminated on the following events:

A. Upon consumer terminating this agreement by giving 30 days' notice to Tata Power.

B. 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 months.

C. Breach of terms and conditions agreed herein.

D. Termination of this agreement shall in no way prejudice the rights of Tata Power to recover any amount due and payable during the pendency of the agreement together with interest / charges thereon.

7. DISPUTE RESOLUTION :

In the event of disputes or differences between the parties hereto as relates to the obligations under this agreement, the consumer agrees to refer such disputes to the Internal Consumer Grievances Redressal Forum of Tata Power for redressal of his grievances and thereafter to the Ombudsman appointed by MERC.