

FORM-7

(Tamil Nadu Electricity Board)

Low Tension (L.T) Agreement for Industrial / Agricultural Services

(Refer clause 33(1) of Tamil Nadu Regulatory commission, TAMIL NADU ELECTRICITY DISTRIBUTION CODE, Notification No. TNERC /DC/8/1 dated 21.07.2004)

(LICENSEE NAME)

L.T. (Low Tension) AGREEMENT FORM

1. Scheme No.....

Name of Extension

(ii) Sanction No. ...

Name of consumer

Security Deposit

Permanent Receipt No.....Dt.....

Stamp fee of Rs.....Collected in Receipt

No.....Date.....

S.C. No,.....

Distribution.....

Date of Service Connection (Date of Supply).....

Date of commencement of agreement.....

FORM OF AGREEMENT TO BE TAKEN FROM CONSUMERS FOR SUPPLY OF LOW TENSION ELECTRICAL ENERGY AND MISCELLANEOUS CHARGES CONNECTED THEREWITH

Agreement made thisday of

Two thousand and between the (Name of the Licensee) a body corporate for distribution of electricity in the area (Hereinafter referred to as the Licensee which expression shall include its representatives) of the one part, and..... (Hereinafter referred to as the Consumer+ which expression shall include his/her heirs, executors, administrators and Legal Representatives and permitted assigns) of the other part, whereby it is agreed as follows-

1.CONDITIONS OF SUPPLY

The Licensee shall furnish to the Consumer and the Consumer shall accept at the premises mentioned in the Schedule hereto on and from the date on which the said premises shall be connected with the Licensee's distributing main a constant supply of electrical energy for the purpose and up to the maximum specified and under the conditions laid down in the Distribution and Supply Code. But the Licensee or its employees, servants or agents will not be responsible for any interruption or diminution of the supply due to lockouts, strikes of the employees of the Licensee, breakdown of machinery or plant, flood or other force majeure or any other cause beyond the control of the Licensee.

The conditions if any imposed by the licensee based on the directions of the Commission shall bind the consumer The Consumers shall commence to take supply within a month from the date of receipt of intimation from the officers of the Licensee that supply is available unless the consumer, in the opinion of the Engineer, is unable to do so for causes reasonably beyond control. Where the supply is not availed of within one month from the date of intimation as aforementioned, the sanction for the load shall lapse and this agreement also shall stand cancelled.

The energy shall be utilized within the premises mentioned in the schedule hereto or outside the premises for the bonafide use of the Consumer. In case of difference of opinion as to whether any utilisation of energy outside the premises is for the bonafide use of the consumer, the matter shall be referred to the Engineer, whose decision shall be final.

The consumer shall permit the Licensee free of cost to erect the posts, transmission line, structures and other apparatus necessary for the supply of electrical energy under this agreement over the land belonging to the Consumer and the Consumer shall have no claim whatsoever on account of any damage to his/her property by reason of such erection of, or any other work on the posts transmission lines, structures and other apparatus.

The Consumer agrees to take supply under any conditions of restrictions of load and time that may be fixed by the Licensee from time to time and to pay the minimum under this agreement in full notwithstanding such restrictions.

Supply is liable to be restricted, staggered or cut off altogether, as the case may be, if the power position or any other emergency warrants such a course of action.

The Licensee reserves the right to periodical shut down as and when required for purposes of routine maintenance after giving reasonable notice to the Consumer.

2.PAYMENT FOR SERVICE LINES ETC.,

The consumer shall pay to the Licensee on demand the cost of any service lines in respect of which requisition has been made.

3.METERS

The supply shall be measured and registered by a meter or meters in or upon the said premises to be provided, fixed and kept in proper order by the Licensee and such meter or meters shall remain the property of the Licensee. The consumer shall pay to the Licensee for each meter on hire the monthly rent as specified by the Commission from time to time. In the event of any meter ceasing to register or being found defective, the consumption during the period of such cessation or the existence of such defect shall be based on the average consumption of the preceding or succeeding four months, as the case may be as stipulated in the supply code. No meter rent shall be collected from the consumer who opts for providing his/her own meter.

4.READING OF METERS

Readings of the meter or meters will be taken by the employees of the Licensee once in each month or at such other intervals or times, as it shall think expedient and such meter readers shall have access to the Consumer's premises at all reasonable times, for the purpose of taking such readings. The reading of each meter shall be entered by such reader in the Meter Card supplied to the consumer, which shall be open to the inspection of the Consumer. Payment for energy supplied shall be made by the consumer according to the reading referred to above of each meter and the charges recorded in the card by the Licensee.

The Licensee shall be entitled to discontinue supply if the consumer fails to give the employees of the Licensee reasonable facilities to enter the premises for the inspection, testing or removal of its supply lines meters, fitting works and apparatus and the Licensee has given in writing 24 hours notice of its intention so to discontinue.

5.FAULTS IN METERS

If the consumer shall at any time consider that any such meter is not in proper order and does not correctly register the quantity of the supply, the Engineer will on receipt of a representation in writing in that behalf from the consumer take necessary steps to have the same tested. If upon such test, it be found that the meter registers the supply within the limits of error as per applicable rules etc., the Consumer shall pay to the Licensee on demand all costs of and incidental to such test. If, however, upon such test it shall be found that the meter registers the supply in excess of the limits of error, all costs of and incidental to such test shall be borne by the Licensee. If, however, the mean error be found to be more than that specified above, the Engineer will deduct from or add to the account for the preceding period of four months an amount equivalent to the error.

6.TARIFF AND PAYMENT

For all Electrical energy so supplied, the Consumer shall pay to the Licensee at the tariff/minimum rates that may be decided by the Commission from time to time

7.CONSEQUENCES OF NON-PAYMENT

If the amount of such bill remains unpaid on the expiry of the due date the Licensee may give the consumers Fifteen days Notice of his/her intention to discontinue the supply of electrical energy and at the expiry of such period if payment has not been received, may forthwith disconnect the supply and keep the same disconnected until payment of all moneys due under this agreement and the charges for the work of disconnection and reconnection has been made.

If the consumer fails to pay the amount of such bill due under this agreement within the notice

period for payment as per the supply code, he shall in addition and without prejudice to the other rights and remedies of the Licensee, pay a surcharge of one and half percent per month.

Such disconnection of the supply of electrical energy shall not relieve the Consumer of his/her liability to pay the minimum charge and the guaranteed revenue provided for herein, nor shall it affect any right, claim demand or power which may have accrued to the Licensee hereunder.

8. SECURITY DEPOSIT

The consumer on being there unto required in writing by the Licensee shall deposit with the designated Officer of the Licensee the sum of Rs.....(Rupees

₹)

as security for the purpose next herein after mentioned and shall on a similar requisition from the Designated Officer from time to time renew or replenish such security in the event of the same becoming exhausted or insufficient. Interest shall be paid on deposits at the rates notified by the Commission from time to time. Full calendar months shall be taken for the purpose of calculating interest, which shall be calculated to the nearest rupee. The interest accruing to the credit, of the Consumer shall be adjusted as provided for in the supply code. The designated Officer, shall be at liberty at any time and from time to time to appropriate and adjust the Security so deposited as aforesaid in or towards payment or satisfaction of all or any money which shall become due or owing by the Consumer to the Licensee in respect of the supply of energy or otherwise under this agreement, but the provisions contained in this clause shall not prejudice any other remedy to which the Licensee may be entitled for the recovery of such money.

9. TERMINATION OF AGREEMENT

The agreement can be terminated by the consumer at any time by giving one-month notice in writing to the Licensee expressing his intension to do so. In such case the consumer shall pay to the Licensee, from the date commencement of supply till the agreement is terminated, minimum monthly charges, fixed charges, if any and other charges.

The Licensee can terminate agreement at any time by giving one month notice if the consumer has violated the terms of the agreement or the terms and conditions of the Distribution Code or provision of any law relating to the agreement including the applicable Acts and Rules and other orders issued by the Commission from time to time. The Licensee shall inform the consumers the grounds for such termination:

Provided always the consumer may at any time with the previous consent of the Engineer transfer his rights under this agreement to any other person approved by the Engineer and upon acceptance by such transferee of a valid assignment of these presents, this agreement shall become binding on the transferee and licensee as from date of acceptance and take effect in all respect as if the transferee had originally been party hereto, in place of the consumer, who shall thenceforth be discharged from any further liabilities under or in respect hereof, without prejudice, however, to any claim by the licensee against the consumer in respect of any prior breach of this agreement by the consumer.

10. SALE OR TRANSFER OF PREMISES

If the consumer shall, at any time during the continuance of this agreement intend to sell or otherwise dispose of the properties to vacate the premises to which electric supply is given or contracted for, he shall give prior intimation to Engineer of his intention to do so and clear off all the dues to the Licensee up to that date. Upon receipt of such intimation and with effect from the date specified in such intimation the agreement in so far as the consumer is concerned shall cease to operate but without prejudice to any claim or right which may have accrued to the parties there under.

If the consumer fails to give intimation as mentioned above he shall continue to be liable to pay the charges for consumption and other charges as under this agreement even beyond the date on which the premises is sold / vacated.

11. APPLICABILITY OF ACTS AND REGULATIONS

This agreement shall be read and construed as subject in all respects to the provision of the applicable Act and Regulations as noted in Distribution Code and Supply Code and of any modification or re-enactment thereof for the time being in force and the regulations for the time being in force there under so far as the same respectively may be applicable and subject to the conditions of supply approved from time to time by the Commission.

12.SAVINGS AS TO CLERICAL ERROR

(a) In the event of any clerical errors or mistakes in the amount levied, demanded or charged by the Licensee then in the case of undercharging, the Licensee shall have a right to demand an additional amount and in the case of over charging the consumer shall have the right to get refund of the excess amount provided at that time such claims were not barred by limitation under the Act.

(b) The parties hereby further agree that the amount claimed in the bill shall be payable within the time allowed, irrespective of any decision to be taken regarding any disputes about its correctness or otherwise of the amount levied demanded charged by the Licensee. The Licensee shall have a right to proceed in accordance with the Act, on the basis of the amount claimed in the bills, till it is proved or established that the amount claimed was in excess of what was actually due. The consumer shall not on the plea of incorrectness of the bills withhold any portion of the bills.

13.GENERAL

The other conditions of supply in this agreement are also subject to any revision that may be decided by the Licensee as per the directions of the Commission from time to time.

Description of the Premises at which Supply is to be given

- (a) District.
- (b) Taluk.
- (c) Town/Village
- (d) Door No./Survey No./ Street
- (e) Street name /area

(2) Supply Details

- (a) Purpose of Supply
- (b) Single or Three phase.
- (c) Voltage
- (d) Tariff

(3) Connected Load details \bar{o} KVA/ KW/HP Maximum connected load required by the consumer.

.....
In witness thereof.....the Engineer acting for and on behalf of the Distribution Licensee and

.....(consumer) have hereunto set their hands and seals the day, month and year first above written.

Engineer
Witness with address.

- 1.
- 2.

- District**
- Taluk**
- Town/Village**
- Door No./Survey No.**
- Supply Details**
- Purpose of supply**
- Single or three phase**
- Voltage**
- Tariff**
- Connected Load details**
- Maximum connected load required by the consumer KVA/KW/HP**

Witness with address
Signature of Consumer

- 1.
- 2.