

## L. T. AGREEMENT

THIS AGREEMENT made at..... the..... day of..... 200..... between PRESIDENT OF INDIA (hereinafter called "the Supplier" which expression shall, unless the context does not so admit, include his successors and assigns) of the one part and.....(hereinafter called "the Consumer," which

WHEREAS at the request of the Consumer the Supplier has agreed to supply to the Consumer electrical energy for the purpose of..... at the Consumer's premises situated at..... upon the terms and subject to the conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows:

1. During the period of supply hereinafter mentioned the supplier shall supply to the Consumer and Consumer shall take from the Supplier all the electrical energy required by the consumer for "the consumer for the purpose hereinbefore recited at the consumers premises located at.....having a connected load initially of H. P./ K.W. Any increase or alteration in the connected load/demand shall be notified by the consumer to the

Location and connected load

Chief Electrical Engineer, Government of Goa, (hereinafter referred to as "the Chief Engineer" which expression shall include any other officer authorized by the Supplier to perform the functions of the Chief Electrical Engineer specified in the Agreement and any other officer or officers authorized by the Chief Electrical Engineer) before being connected to the source of supply and shall be connected only after it is examined, tested and approved by the Chief Electrical Engineer.

2. (a) The Supplier shall commence to lay service line only after he is satisfied that the consumer has the requisite equipment at site to receive power and will be in a position to utilize it within one month from the date to be notified by the local officer of the Electricity Department which shall be the date by which time the service line is expected to be

Commencement of supply

(b) If in the opinion of the Chief Electrical Engineer, the Consumer is unable to commence to take supply from such date for causes beyond his control, the date of commencement of supply shall be such other date as the Chief Electrical Engineer may determine and the opinion and the decision of the Chief Electrical Engineer in this behalf shall be final and binding on the Consumer.

(c) The Consumer shall become liable to pay to the supplier the amounts of minimum charges and minimum guarantee as hereinafter provided from the aforesaid date under clause (a) or from the date determined by the Chief Electrical Engineer under Clause (b) as the case may be.

Charges for supply

(a) The Consumer shall pay to the Supplier every month at the Office of the Chief Electrical Engineer or as may be otherwise required, charges for the electrical energy supplied to the Consumer during the preceding month at the rates specified in the Supplier's Standard Rate Schedule applicable to the class of service and in force from time to time, with such revisions, increasing or decreasing rates and such revised rates from the date. specified shall apply to such Consumers during and for the unexpired period of the present" Agreement. A copy of the current Rate Schedule .....applicable to this Agreement is set out in the First Schedule attached hereto.

(b) The rate set out in the Schedule does not include any tax, duty or other direct or indirect charges on electrical energy that may be payable in accordance with any law in force or which may increase the cost of production. Such charges will be payable" by Consumer in addition to the tariff charges.

4. The Consumer shall pay to the Supplier on demand at the Office of the Chief Electrical Engineer, or as may be otherwise required the cost of service line in accordance with the scale of miscellaneous charges prescribed in the General Conditions of Supply of the Supplier.

Charges for Service Line

5. In the even of the Consumer requesting for an increase in his connected load after Additional the commencement of supply, if the same is made available by the Supplier at any cost of additional cost, the consumer, shall pay such contribution towards the cost of such ;ervice nne increases may be determined by the Chief Electrical Engineer in his absolute discretion.

Additional Cost of Service Line

6. In the consideration of the special obligations assumed and/or investments made by the Supplier for the benefit of the Consumer, the Consumer hereby guarantees that the total annual charges payable by the Consumer for the electrical energy consumed by the Consumer hereunder shall not be less than Rs..... subject to the monthly minimum charges payable under clause 3. Although the Consumer will be billed for actual energy consumed every month or as may hereinafter be decided by the Supplier, the difference between the guaranteed minimum charges and the actual charges paid by the Consumer, if the same are less than the guaranteed minimum at the end of each of each 12 months' period shall be paid by the consumer to the supplier at the officer of the of the Chief Electrical Engineer or as may be otherwise required within 15 days from the date of the bill therefoe; .

Minimum guarantee other than minimum' bill

Provided that in the event of any increase in the connected load under clause (1) hereof, the amount of minimum guarantee stated above shall be liable to be adequately increased to such extent as may be determined by the Chief Electrical Engineer.

7. \*The period of supply of electrical energy under this Agreement shall be a minimum period of 2 years from the date of the commencement of supply and from month thereafter. The Consumer may determine this Agreement at any time after the said period of 2 years giving to the Chief Electrical Engineer not less than one calendar month's notice in writing in that behalf and upon the expiration of the period of such notice this Agreement shall cease and determine.

Period of supply

\*\*\*This Agreement shall remain in force till 31 st December, 19 (i.e. for a period of 3/7 years from next January after the commencement of supply). If not then terminated by the above date by giving due notice of not less than one month, it shall continue to be in force from year to year. Whenever the Consumer wishes to terminate after completion of the initial period, it shall be terminable only on 31 st of December of the year in which the notice is served by the Consumer at any time during the year but not later than 1 st of December. For the year of notice the Consumer shall be liable to pay to the Supplier the' annual minimum charges irrespective of whether the supply has been used for the whole year or for shorter duration:"

Provided always that the Consumer may at any time with the previous written consent of the Chief Electrical Engineer transfer his rights under this Agreement to any other person approved by the Chief Electrical Engineer and upon execution by the such transfer-ee of a valid assignments this Agreement shall become binding on the transferee and the Supplier as from the date of execution and take effect in all respects as if the transfer had originally been party hereto in place of the Consumer who shall henceforth be discharged from any further liability under or in respect hereof, without prejudice, however, to any claim by the Supplier against the Consumer in respect of any prior breafilh of this Agreement by the Consumer.

7. (a) "The consumer may terminate this agreement at any time before the agreement -period of 7 years from the date of commencement of supply after giving 6 month notice in writing provided the amount he has paid to the supplier up to the date of termination by

ways of power charges exceeds are equal to line minimum charges. @ 15% per annum for a period of 7 years on the capital cost incurred by the supplier to arrange this supplies or pays on the date of termination, the difference between the power charges already paid and the line minimum charges amounting to 15% per annum, for a period of 7 years on the capital cost incurred by the supplier to arrange this supplies

Conditions of Supply of the Electricity Department

8. (a) Conditions and Miscellaneous charges for supply of electrical energy of the Supplier for the time being in force and as amended by the Supplier from time to time as set out in the Second Schedule hereto shall be deemed to be part of the Agreement and shall govern the parties hereto in so far as applicable.

(b) Nothing contained in this Agreement or any amendment thereof shall restrict any rights, obligations and discretion which the Supplier may desire under any legislation relating to the supply of electricity enacted during the period of this Agreement.

9. In all matters not herein specifically provided for, the provisions of the Indian Electricity Act, 1910, as amended from time to time or such other enactment governing the supply and use of electric energy and the Rules and Regulations for the time being in force, there under shall apply.

Marginal Notes

10. The Marginal notes do not form part of this Agreement and shall not be referred to for the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

Signed and delivered by:

Shri \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
On behalf of the President of India

in the presence of:—

(1) \_\_\_\_\_ (1) Signature \_\_\_\_\_

(2) \_\_\_\_\_ (2) Signature \_\_\_\_\_

'Strike of whichever para is not applicable

Signed and delivered by the above

named Consumer \_\_\_\_\_ Signature \_\_\_\_\_

Premanent Address \_\_\_\_\_

in the presence of

(1) Name Shri \_\_\_\_\_ (1) Signature \_\_\_\_\_

Address \_\_\_\_\_

(2) Name Shri \_\_\_\_\_ (2) Signature \_\_\_\_\_

Address \_\_\_\_\_