

27/7/09

FORM-8  
H.T. AGREEMENT FORM  
(Refer clause 33(1))

THIS AGREEMENT made this ..... day of ..... between. (Name of the Licensee) a body corporate for distribution of electricity in the area. called Licensee (which expression shall include its legal representatives and assigns) of the one part

AND: ..... Hereinafter called the 'consumer' (which expression shall include its successors, legal representatives and assigns) of the other part.

WHEREAS the consumer has requested the Licensee to supply electrical energy for a maximum demand of ..... KVA at H.T./E.H.T. for the purpose of light and power and the Licensee has agreed to afford such supply to the consumer in Ref. No. .... on

the terms and conditions of the Distribution Code, Supply Code and Grid Code wherever applicable and those hereinafter contained and whereas the consumer availed the supply on .....

WHEREAS an additional load of ..... KVA was sanctioned to the consumer in Ref. No. .... totaling in all to a Maximum demand of ..... KVA.

WHEREAS the consumer has on ..... given an undertaking to execute an agreement with the Licensee. Now it is hereby declared and agreed as follows:

1. Load Maximum Demand

Subject to the provisions hereinafter contained, the Licensee shall supply and the consumer shall take from the Licensee electrical energy for a maximum demand not exceeding ..... KVA which shall be its contracted demand for its exclusive use for the purpose above mentioned at the premises of its Factory/ Mills, at.....

The connected load shall be ..... KVA / KW / HP ..... The consumer shall not effect any change in the maximum demand or connected load.

2. Date of coming into force of the agreement

The Consumer shall begin to take electrical energy from the Licensee subject to the conditions of this agreement within three months from the date on which intimation is sent in writing to the consumer by the Licensee that supply of electrical energy is available. The provisions of this agreement shall be deemed to come into force from the date of commencement of supply of energy or the date of issue of first three month's notice of availability of supply whichever is earlier. [If the consumer fails to avail the supply within 3 months, a further three months extension will be granted by the Licensee, after effecting the monthly minimum for the extended period in advance.

If the intending consumer fails to avail the supply, within the notice period or within the extended period granted thereof, the application will be treated as cancelled and the agreement will be terminated forfeiting all the amount paid by the consumer [except meter security deposit as per the provisions of the Distribution Code ]

Resale of Energy

The consumer shall not sell the electrical energy obtained under this agreement without the sanction in writing the Licensee.

#### 4. To comply with requirements of Act and Terms and Conditions of Distribution Code and Supply Code

The consumer hereby undertakes to comply with all the requirements of the applicable Acts, Regulations etc. and Grid code, Distribution code and Supply Code and of any amendments, modifications or reenactment thereof or of any other enactment to be passed in relation to supply made under this agreement from time to time and the rules, regulations or orders etc. made there under from time to time, provisions of the Tariffs, Scale of Miscellaneous and other charges and the terms and conditions of supply prescribed from time to time, and the consumer hereby agrees not to dispute their applicability to this agreement.

#### 5. Design and Maintenance of equipment of consumer

All transformers switchgear and other electrical equipment belonging to the consumer and directly connected to the feeders or lines of the Licensee shall be of suitable Design and be maintained to the reasonable satisfaction of the Engineer/..... The ratings of the fuses and setting of the relays on the consumer's control gear as well as the rupturing capacities of the consumer's circuit breakers, if any, shall be subject to the approval of the said Engineer.

#### 6. Obligation of consumer to pay all charges levied by Licensee

From the date this agreement comes into force the consumer shall be bound by and shall pay the Licensee, maximum demand charges, energy charges, surcharges, meter rents and other charges, if any, in accordance with the tariffs applicable and the terms and conditions of supply notified from time to time for the appropriate class of consumers to [which such consumer belongs].

#### 7. Licensee's right to vary terms of agreement

The consumer agrees that the Licensee shall have the right to vary, from time to time, tariffs, general and miscellaneous charges and the terms and conditions of supply under the directions / regulations or by special or general proceedings of Tamil Nadu Electricity Regulatory Commission. The consumer, in particular, agrees that the Licensee shall have the right to enhance the rates etc. chargeable for supply of electricity according to exigencies again with the approval of Tamil Nadu Electricity Regulatory Commission. It is also open to Licensee to restrict or impose power cuts totally or partially at any time as it deems fit.

#### 8. Minimum Monthly Charges

The consumer agrees to pay minimum charges every month as prescribed in the tariff and supply code even if no electricity is consumed for any reasons whatsoever, and also if the charges for electricity actually consumed are less than the minimum charges. The minimum shall be payable even if electricity is not consumed because of disconnection of supply by the Licensee due to non-payment of electricity charges, pilferage or other mal-practices or for any other valid reason.

#### 9. Surcharge

The tariffs charged by the Licensee are subject to any surcharge that may be levied by the Licensee from time to time as per approval of the Commission.

#### 10. Period of Agreement

This agreement shall remain in force till it is terminated by either party as provided in Distribution code and Supply code

IN WITNESS WHEREOF Thru ..... Engineer, ..... acting for and on behalf of the Licensee and Thru ..... for and on behalf of the consumer have hereunto set their signatures, and the common seal of M/s..... has hereunto been affixed.

[Signed in the presence of

ENGINEER

1

2

The common seal of M/s.

PARTNER  
MANAGING DIRECTOR

Witnesses with Address:

1

2 ]

Substituted as per Commission's Notification No. TNERC/DC/8-8 dated 8.2.2008 (w.e.f.27.2.2008) which before substitution stood as under :

ENGINEER  
PARTNER/MANAGING  
DIRECTOR

Signed by the above name in the presence of

1.

2.

The common seal of M/s. hereunto affixed in the presence of

was

1.

2.