

**Agreement for supply of electricity  
(High tension / extra high tension)**

An Agreement made this the \_\_\_\_ day of \_\_\_\_ 20\_\_ between [\_\_\_\_\_ name / description of the company / body / association receiving electricity\_\_\_\_\_]  
(hereinafter referred to as the 'the consumer' and which term shall include its successors and assigns) of the one part and the Meghalaya Power Distribution Utility Limited an electricity distribution licensee under the EA, 2003 (hereinafter referred to as the 'MePDCL' and which term shall include its successors and assigns) of the other part.

Whereas, the consumer is [\_\_\_\_\_ here briefly mentioned the nature of business/ work/activity of \_\_\_\_\_] and requires electricity of quantum \_\_\_\_\_ KVA at \_\_\_\_\_ voltage level for the purpose of \_\_\_\_\_;

And, whereas, the consumer has applied to the MePDCL for supply of electricity required and the MePDCL has agreed to supply it;

Now, therefore, the parties hereto mutually agree as follows:

- (1) That the total connected load shall be \_\_\_\_\_ KVA as declared in the Annexure appended hereto.
- (2) That the contracted load of supply shall be \_\_\_\_ for the 1<sup>st</sup> year, \_\_\_\_ for the 2<sup>nd</sup> year, \_\_\_\_ for the 3<sup>rd</sup> year, \_\_\_\_ for the 4<sup>th</sup> year \_\_\_\_\_ for the 5<sup>th</sup> year.
- (3) That the consumer shall draw power of not less than 75% and not more than 100% of the contracted load;
- (4) That the consumer shall not sell the electricity supplied except utilizing it for the purpose herein before stipulated and shall not charge tariff other the those approved by the Commission from time to time .
- (5) That the provision of the EA, 2003 and the Regulations, Code and orders including tariff order, as may be made from time to time by the Meghalaya State Electricity Regulatory Commission shall apply in matters, including disputes, if any, relating to supply of electricity under this agreement.
- (6) That the consumer shall regularly and timely pay to the distribution utility all charges as may be due for the supply of electricity;
- (7) That the agreement shall be for a period of 5 (five) years from the date of its execution subject to renewal on terms as may be mutually agreed upon the terms and conditions thereof shall specifically be effective from the date of supply of the electricity is commenced.

(8) That the agreement shall be terminated if the consumer on its part desires it so and gives to the MePDCL a prior notice of not less than one month or, on the part of MePDCL, if the consumer has violated any of the terms and conditions of the agreement.

Provided that on the part of the MePDCL notice shall be given to the consumer stating the reasons for the proposed termination and giving him opportunity to state his case and his statement, if any, duly considered before the agreement is terminated and the supply of electricity cut off;

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals the date, month and year first above written.

( )

For and on behalf of and by authorisation of the consumer

( )

For and on behalf of and by authorisation of Meghalaya Power Distribution Corporation Limited

Witness:

	<b>Name</b>	<b>Designation / occupation</b>	<b>Signature</b>
(1)			
(2)			
(3)			

## Annexure – 4 (A)

### Declaration / Undertaking

I, \_\_\_\_\_ Son/Daughter of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter referred to as "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

Or

The \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "Applicant", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

THAT the Applicant is a lawful occupant of the premises at \_\_\_\_\_ in support of which the Applicant has enclosed a proof of occupancy.

THAT the Applicant has requested the Licensee to provide a service connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

THAT in furnishing the Declaration, the Applicant has clearly understood that should the above statements prove to be false or incorrect at any later stage, the Licensee shall have every right to disconnect supply to the Applicant without any notice and above right to adjust dues against Consumer Security Deposit.

THAT the Applicant hereby agrees and undertakes:

1. To indemnify the Licensee against all proceedings, claims, demands, costs, damages, expenses that he Licensee may incur by reason of a fresh service connection given to the Applicant.
2. That all Electrical Works done within the premises are as per Indian Electricity Rules and have been carried out by a licensed electrical contractor (in case the Applicant is an owner and wiring in the premises is new)

Or

That all Electrical Work done within the premises are as per Indian Electricity Rules to the best of our knowledge (where application is for reconnection or Applicant is occupier of the premises)

3. The Licensee is indemnified against any loss accrued to the applicant on this account. Further, Applicant agrees that if there is any harm/loss to the property of the Licensee due to the fault in Electrical work within the premises of Applicant, all the liabilities shall be borne by the Applicant.
4. To pay the electricity consumption bills and all other charges at the rates set out in the Licensee's Tariff Schedule and miscellaneous charges for supply as may be in force from time to time, regularly as and when the same becomes due for payment.
5. To deposit the additional consumption deposit as revised by the Licensee from time to time based on the consumption of the Applicant in preceding year.

6. To abide by the provisions of the Electricity Act, 2003, Meghalaya Electricity Supply Code, tariff orders and any other rules or regulations notified by the Commission, as applicable from time to time.
7. That Licensee shall be at liberty to adjust the electricity consumption charges along with any other charges against the Consumer Security Deposit paid by the Applicant, in the event of termination of the agreement prior to expiry of the contracted period or in case of nay contractual default.
8. To be responsible for safe custody of Meters, CTs, Cables etc. provided by the Licensee and in case, there is any damage to equipment due to the reasons attributable to Applicant the same shall be chargeable to the Applicant. Further, all repercussions on account of breakage of seals of meters etc. or Direct/Dishonest Abstraction of energy shall be to the account of Applicant, as per the existing laws.
9. To allow clear and un-encumbered access to the meters for the purpose of meter reading and its checking etc.
10. That the Applicant would let the Licensee disconnect the Service connection under reference, in the event of any default, non-compliance of statutory provisions and in the event of a legally binding directive by Statutory Authority(ies) to effect such an order. This shall be without prejudice to any other rights of the Licensee including that of getting its payment as on the date of disconnection.
11. That the Licensee shall not be held responsible for any interruption or diminution of supply of Electricity.
12. All the above declaration given by the Applicant shall be construed to an Agreement between the Licensee and the Applicant.

Signature of the Applicant  
Name of the applicant

SIGNED AND DELIVERED  
In presence of witness

**Name of Witness**