

JHARKHAND STATE ELECTRICITY BOARD
H. T. AGREEMENT FORM

An agreement made this day of of TWO THOUSAND..... BETWEEN the Jharkhand State Electricity Board, a deemed Licensee under the provisions of Section 14 of the Electricity Act '2003 (hereinafter referred to as "The Board") on the one part AND Mr./Ms on his behalf and on behalf of other members of the joint family/Proprietor of the firm Occupation designation..... S/W/D/o by religion permanent resident of Village/Town P.O P.S District..... (In the State of) Tel no at present residing at Village/ Town..... P.O P.S District..... Tel. no..... E-Mail.....

Or

..... a partnership firm/Joint Stock Company duly registered under the Indian Partnership Act. 1932/Indian Company's Act, 1913/1956 bearing registration no..... of with the Registrar of Firms/Registrar of Joint Stock Companies atin the state of..... and having its registered office at acting through its.....namely Mr./Ms S/W/D/o of permanent resident of Village/Town P.O..... P.S District..... (In the State of) Tel no at present residing at Village/ Town..... P.O.....P.S DistrictTel.no E-Mail(hereinafter referred to as the "consumer" which expression shall, unless excluded by or repugnant in the context: include his heirs, legal representatives, successors, executors, administrators and permitted assigns) on the other part.

(Note-Portions not needed should be struck-off)

WHEREAS the Board has agreed to supply and the consumer has agreed to take energy in bulk at the premises as fully described in the Schedule appended at the foot of this agreement and forming part of it (hereinafter referred to as "the said premises") for his own

use and / or for resale purposes (latter part is applicable only where the consumer is a licensee under section 14 or exempted u/s 13 of the Electricity Act, 2003) subject to the terms and conditions hereinafter contained

NOW it is hereby agreed by and between the parties hereto as follows:-

1. (a) The Board shall furnish to the consumer and the consumer shall accept at the point of supply mentioned in the schedule hereto on and from the date on which the said premises shall be connected with the supply distributing mains and during the continuance of the agreement, a constant supply of electrical energy at the pressure of Volts,50 cycles, 3 phases, 3 wires, alternating current system subject to standard variations as provided in Indian Electricity Rules 1956 or any other statutory modification thereof as may be in force from time to time for the purpose and upto the maximum specified (hereinafter referred to as the contract demand) and under the conditions laid down in the Schedule.

Provided firstly that the supply of electricity as stipulated above may, with previous general or particular warning, be regulated, curtailed, staggered or cut off altogether by or on behalf of the Board if in the opinion of the Board or its Electrical Executive Engineer for the supply area concerned the power position or any other emergency in the power system warrants such course of action.

Provided secondly that the Board shall in no case whatsoever have any liability for any compensation to the consumer on account of failure in part or whole of supply of electrical energy.

(b) The consumer shall commence to take supply within 3 months of intimation from the Board to the effect that supply is available, failing which 50% of the Monthly minimum charges/fixed charges will be levied from the month after expiry of above said period of 3 months until service is availed of. The charge for the first or last month may be whole or part in accordance with the date of termination of 3 months or the date of availing the service.

Provided firstly that if in the opinion of the concerned General Manager-cum-Chief Engineer Jharkhand State Electricity Board, the consumer is unable to avail supply for causes beyond his control, the above said period of 3 months may be suitably extended by the General Manager-cum-Chief Engineer at his discretion by period or periods not exceeding 3 months on the whole.

Provided secondly that in case a consumer does not avail supply even within 6 months of intimation, this agreement shall come to an end and the Board will be entitled to realize at once, from the consumer the price of 50% of the monthly minimum guaranteed units of consumption or 50% of the minimum monthly charges plus 50% of monthly demand charges,

whichever is applicable, as per prevalent tariff payable on the contract demand mentioned under item no. 4 of the schedule to the agreement, for a period of 3 years.

(c) The point of supply shall be at the out going terminal of the Board's apparatus in the consumer's premises from which energy is conveyed to the consumer.

2. (a) The Board shall at its own expense and subject to the conditions hereinafter contained provide and erect such switchgear and meters as may be necessary to afford control by the Board of the supply and to measure the same. The Board's switchgear and incidental apparatus shall be under the sole control of the Board and the consumer or his agents, officers or servants shall not at any time touch or interfere in any way with the Board's said switchgears and apparatus.

(b) All transformers, switchgears and other electrical equipments belonging to the consumer and directly connected to the feeders shall be of suitable Capacity and design and shall be maintained to the satisfaction of the Board. The setting of fuses and relays on the consumer's control gear as well as the rupturing capacity of any of the circuit-breakers shall be subject to the Board's approval. The consumer from time to time and at all times shall allow the authorized employees of the Board to inspect the electrical equipment of the consumer installed for all or any of the purposes connected with the supply of electrical energy to the consumer under this agreement.

Provided that if any of the above said equipments is supplied by the Board the consumer shall pay to the Board such hire charges as he may be asked by the Board from time to time. On consumer's failure to pay such charges in time the Board shall be entitled to remove the above said equipments and if necessary discontinue supply **after giving one month notice**. The consumer shall all along be responsible for safe custody of the equipments so long as they remain installed at the site and in case of damage shall pay such compensation as may be demanded by the Board. The Board may remove the damaged equipment and if necessary discontinue supply. The Board will resume supply only on receiving payment of all its dues up to date and if the consumer's installations are in the opinion of the Board, in position to receive the supply under the contract.

3. (a) The supply shall be measured and registered by a meter or meters in or upon the point of supply to be provided, fixed and kept in proper order by the Board and such meter or meters shall remain the property of the Board (Meter includes metering unit).

(b) The meter including the metering unit shall be sealed by the Board in presence of the consumer who shall not interfere with it at any time thereafter. The Board can, however, replace the seal with intimation to the consumer to be present during such act. Record duly signed by both the parties shall be maintained by the Board for all such sealing or resealing. In case the consumer refuses or neglects to sign, a note to this effect will be made in the

above said record.

(c) Subject to clause 6 appearing hereinafter in the agreement in the event of any meter ceasing to register or found to be defective or burnt the reading during the period of such cessation or defective registration or burning shall be on the basis of the average consumption of the last twelve months immediately preceding the month in which the meter was last read (including that month) in which the meter ran correctly and reading was duly recorded for the period for which the meter stopped recording. In case of meter being out of order from the period before which no pattern of consumption is available, the provisional average bill shall be issued on the basis of sanctioned/contract load on following load factor applicable to respective categories as shown below:

Category	Load Factor
Domestic & Religious Institution	0.10
Non-Domestic	0.20
LTIS/PHED LT	0.15
DS-HT	0.15
HTS	
11 KV /PHED	0.25
33 KV/PHED	0.30
132/220/400 KV	0.50
HTSS	0.50
RTS	0.25

In case of failure to take reading by Board's employee due to any reason the bill shall be issued on the basis of consumption in the last billed month. Proper adjustment shall however be made when actual reading is taken next. However, incase of inaccessibility of meter for two consecutive billing cycle, the licensee shall serve seven days notice to consumer to make the meter accessible, incase of failure to comply, the line will be disconnected after expiry of 24 Hrs. of serving of a notice in writing under section 163 (3)of Electricity Act'2003 or whichever is prevalent.

4. (a) Subject to the minimum contract demand applicable for the category of supply in which the consumer falls as per Board's tariff framed by the Jharkhand State Electricity Regulatory Commission the consumer shall pay to the Board for the energy so supplied and registered or taken to have been supplied as aforesaid at the appropriate rates applicable to the consumer according to the tariff framed by the Jharkhand State Regulatory Commission and in force from time to time. The presently enforced tariff is being given in the schedule to this agreement for easy reference. Such reference is subject to provisions of clause 13 appearing hereinafter:

Provided that notwithstanding anything said above, the consumer shall have to pay minimum charges, if applicable, as specified in the above said tariffs framed by the commission enforced from time to time irrespective of whether energy to that extent has been consumed or not (Such minimum charges referred as "minimum monthly charges" at other places in this agreement).

(b) For the purpose of this agreement the minimum demand of the consumer for each month shall be largest total amount of Kilovolt amperes (KVA) delivered to the consumer at the point of supply during any consecutive 30 minutes in the month and that for Railway Traction Services it shall be fifteen minutes time block.

(c) Subject to minimum contract demand the demand charges for supply in any month will be based on the maximum KVA demand for the month or 75 percent of the contract demand whichever is higher. In case of HTS & HTSS category of services, if higher actual demand is recorded for three continuous months, the same shall be treated as the new contract demand for the purpose of billing of future months and the consumer will get into a new Agreement for the revised contracted demand with the consumer.

(d) In case the consumer consumes less energy and billing amount stands less than the Minimum Monthly Charges, if applicable, he shall have to pay the Minimum Monthly Charges/ consumption as stipulated in the tariff.

(e) For HTS & HTSS Consumers, the penalty on exceeding contract demand shall be 1.5 times the normal charges for demand exceeding 110% of the contracted demand: the penal charges shall be applicable on total exceeded demand w.r.t. contract demand.

5. (a) Reading of the meters shall be taken by the Board once in each month or at such other intervals or time as the Board shall deem expedient and the Board's meter readers shall have access to the consumer's premises at all reasonable times for the purpose of taking such readings. The Board shall fix due date fifteen days after delivery the bill to the consumer the bill for energy consumed during that month in accordance with the readings of the meters and subject to the minimum monthly charges, if applicable. Payment for energy supplied including maximum demand charges and / or payment of any other amount in respect of supply of energy shall be made by the consumer in accordance with the bill within the due date specified in the bill as per terms of the tariffs framed by the Commission and enforced from time to time.

(b) If the consumer fails to pay the amount of any bill due under this agreement within the due date specified in the bill referred to in clause 5(a) above, he shall pay a surcharge at the rate given in the tariff framed by the Commission and enforced from time to time. If the amount of such bill remains unpaid after the due date specified in the bill, the Board may discontinue the supply after giving the consumer not less than 15 clear days notice. The service will be reconnected only on receipt of full payment for all obligations outstanding upto the date of reconnection and charges for the work of disconnection and reconnection of service.

(c) In the event of dishonored cheque for payment against a particular bill, the Board shall

charge a minimum of 300 RS or 0.5% of the billed amount, whichever is higher. The DPS shall be levied extra as per the applicable terms and conditions of DPS for the respective category by the event of failure to deposit the amount. action may be initiated by the Board for disconnection, treating as a case of nonpayment. The Board may not accept payment through cheque from the consumer for period one year from the billing month for which the cheque given by the consumer has bounced. For this particular one year, the consumer may be required to pay his bill in cash/by DD/by Electronic Transfer only. This shall be without prejudice to other rights of the Board to proceed against the consumer for dishonor of the cheque.

(d) The payment of the bill shall normally be made at the specified local collection centre of the licensee on any working day during prescribed hours or through any other facility like e-service (if available), Banks, Post offices, ATP (Any Time Payment) Machine etc. as may be specified by the Board.

6. Should the consumer dispute the accuracy of any meter not being his own property, the consumer may upon giving notice and paying the prescribed fee have the meter officially retested in accordance with the provisions as laid down in the Electricity Supply Code Regulation. In the event of the meter being tested in accordance with the aforesaid provisions and found to be beyond the limits of accuracy as prescribed in the Notification no. 502/70/CEA/DP&D dated 17.03.06 issued by Central Electricity Authority, New Delhi or any other statutory modification thereof as may be in force from time to time the testing fee will be refunded and the amount in respect of the meter reading of the three months prior to the month in which the dispute has arisen or of three months as provided in clause 3(c) above, as the case may be, will be adjusted/charged in accordance with the result of the test taken, due regard being paid to the conditions of working during the month under dispute and during the previous three months. However, the supply will continue with new meter.

7. The consumer shall on receipt of a requisition from the Board in this behalf, deposit with a sum of Rs. (Rupees _____) in cash or by demand draft of any Nationalized Bank/Schedule Bank as security for the purpose next hereinafter mentioned and shall on a like requisition from time to time renew or replenish such security in the event of the same becoming exhausted or insufficient. The Board shall be at liberty at any time and from time to time to appropriate and apply any security so deposited as aforesaid in or towards the payment or satisfaction of all or any money which shall become due or owing by consumer to the Board in respect of the supply of energy or otherwise under this agreement but the provision in this clause contained shall not prejudice any other remedy to which the Board may be entitled for recovery of any such money:

Provided firstly that the amount of above said security deposit is liable to be enhanced suitably at such time and in such manner as has been specified in the Electricity Supply Code. The amount of security deposit in full or any additional amount over and above the amount already in deposit demanded by the Board on enhancement aforementioned or otherwise shall be paid in cash or by demand draft by the consumer by a date to be fixed by the Board in the same manner as for payments of bills on account of energy and other charges under the tariffs in force and in case of non-payment within the above given time, service may be disconnected on serving not less than clear 30 days clear notice where after connection can only be restored if deposit in full is made alongwith the disconnection and reconnection charges. Provided secondly that Board shall pay an interest at the prevalent Bank rate as declared by Reserve Bank of India from time to time on the amount lying in deposit with it and the amount of interest as calculated shall be adjusted in any bill once in a financial year.

8. The agreement shall be ordinarily in force for a period of not less than three years in the first instance (except in exceptional cases in which written consent of the Board will be taken) from the date of commencement of supply i.e. and thereafter shall continue from year to year until the agreement is determined as hereinafter provided.

Note-In case where the date of commencement of supply is a date subsequent to that of the execution of this agreement, the Board is given power to fill in the date in the blank space provided for the same in this clause with prior intimation to the consumer. The consumer can produce his copy of the agreement to have such date filled in by the Board.

9. (a) The consumer shall not be at liberty to determine this agreement before the expiration of three years from the date of commencement of the supply of energy. The consumer may determine this agreement with effect from any date after the said period on giving to the Board not less than one calendar month's previous notice in writing in that behalf and upon the expiration of the period of such notice this agreement shall cease / determined without prejudice to any right which may then have accrued to the Board hereunder provided always that the consumer may at any time with the previous consent of the Board transfer/assign this agreement to any other person and upon subscription of such transfer, this agreement shall be binding on the transferee and Board and take effect in all respects as if the transferee had originally been a party hereto in place of the consumer who shall henceforth be discharged from all liabilities under or in respect thereof.

(b) In case the consumer's supply is disconnected by the Board in exercise of its powers under this agreement and/or law and the consumer does not apply for reconnection in accordance

with law within the remainder period of the compulsorily availing of supply as stated above or the period of notice whichever is longer, he will be deemed to have given a notice on the date of the disconnection in terms of aforesaid clause 9 (a) for the determination of the agreement and on expiration of the above said remainder period of compulsorily availing of supply of the period of notice whichever is longer, this agreement shall cease and determine in the same way as above.

10. Every sum that may become due from the consumer to the Board under or in pursuance of the provisions of this agreement shall be payable to the Jharkhand State Electricity Board acting through its Assistant Electrical Engineer of the area of the supply /Electrical Executive Engineer of the area of the supply/C&R of supply Circle in which the consumer's premises lie and shall be recoverable by such officers of the Board as a public demand under the Bihar and Orissa Public Demands Recovery Act '1914.

11. This agreement shall be read and construed in all respects subject to the provisions of the Electricity Act. 2003. including rules and regulation, framed there-under, the (Electricity Supply Code Regulation '05) effective from 01.11.05, tariffs and terms and conditions for supply of electricity framed and issued time to time and for the time being in force as far as the same may respectively be applicable and all such provisions shall prevail in case of any conflict or inconsistency between them and the terms and conditions of this agreement.

12. In case the consumer desires to increase his contract demand, the Board may do so as per provision laid-down in Electricity Supply Code but it will not be obligatory on the part of the Board to supply the energy on such requisition. The load can be enhanced only after making the full payment due on the consumer, if any, on date, if the same have not been stayed by the Court of law or the Commission. No reduction in load shall be allowed before expiry of initial period of agreement.

13. The Board shall be at liberty at any time to alter the demand charges, energy charges including fuel-surcharge, if any, and minimum guarantee charges as set out in the Schedule appended here-to and this Schedule shall be deemed as having been automatically revised with effect from the date Commission enforces new tariff rates for the consumer.

14. Any notice required to be given to the consumer shall be given to the and any notice required to be given to the Board shall be given to the either by delivery or by registered post.

Any such notice if sent by the registered post may be presumed to have been delivered on the day following the day on which it shall be posted.

15. Any suit or proceeding arising out of and concerning any matter in this agreement shall be filed in a court having territorial jurisdiction over the place of point of supply of

electricity to the exclusion of any other courts. So far bill disputes are concerned the same will be adjudicated by the Forum Constituted by the Board under Electricity Act '2003 in accordance with Rules and Regulations framed thereof.

16. This agreement is subject to changes/addition/modification as per modification in Board's rule/Hon'ble JSERC's Regulation terms & conditions applicable from time to time.

17. The stamp duty shall be payable by the consumer.

THE SCHEDULE REFERRED TO ABOVE

1. Description of premises-

(a) HoldingNo...../ Plot No Ward No..... '.....
Khata No Mohalla/ Village P.O.....
P.S. Subdivision District

(Strike out the words not applicable)

(b) Nature of right, title and possession of the consumer of the above given premises.

2. Purpose for which supply is given (specify)

3. Point of supply

Maximum Kilovolt amperes required by the
consumer (i.e. Contract Demand)

5. Minimum Monthly Charges

(a) Demand charge per month

6. Nature of supply Volt.

3 Phase, 4 Wire, 50 Cycles

Tariffs.

In WITNESS whereof the said parties hereto have set and subscribe their respective hand
and seal the day and year first above written,

1. Signed by or on behalf of the
consumer

(Signature in full)

Authorised by the consumer under deed of

Date

Resolution No.

Dated.

(Strike off the words not needed. Where the signature is made under authorization
made by a deed of resolution, the consumer should furnish an attested copy of such
deed/resolution.



Seal/Common Seal of Consumer

2. *In presence of (1)*

Address in full

(2)

(Signature in full)

(Signature in full)

Address in full

3. *Signed for and on behalf of
the Jharkhand State Electricity Board*



Designation and address

(Signature in full)

*Seal of the executing
office of the Board.*

4. *In presence of (1)*

*Designation and address
(2)*

(Signature in full)

Designation and address

(Signature in full)

AGREEMENT

For Supply of power Between Jharkhand State Electricity Board
and

Declaration by the applicant / consumer

I (name in block letter)

S/W/D/o of Village/Town.....

P.O..... P.S..... District..... (In the State of))

do hereby declare as follow s-

1. That I shall abide by provisions of the Electricity Act '2003 and the Electricity (Supply Code Regulation) as framed by Jharkhand State Electricity Regulatory Commission.

That I shall pay for the Supply of electricity based on prevailing tariff rates.

3. That I shall pay for all other charges payable in accordance with the supply code Regulation and schedule of charges of the Board approved by the Commission.

4. That I shall deposit such security money as the Board may be entitled to recover from me under the Act and Regulation.

Place:

Dale: (Signature of consumer in full)

Date of commencement of supply.....