

Appendix II A

Agreement for Supply of Electricity at High Tension

Agreement executed this day of _____ year _____, by _____ for themselves/himself/itself and for their/his/its/hers assigns and successors in favour of the _____ Power Distribution Company, a statutory corporation constituted under Section 23 of the AP Electricity Reform Act, 1998 henceforth referred to as the Company.

1 Supply of Power

I/We the above mentioned have requested the Company to supply electricity at specified voltage of supply as per tariffs for the purpose of _____ and the Company agreed to afford such supply on the General Terms and Conditions notified by them from time to time under Section 21 of the Distribution and Retail Supply License Conditions and those hereinafter mentioned.

2 Load/Maximum Demand

I/We agree to take from the Company, electric power for a Maximum Load not exceeding _____ kVA which shall be taken to be my/our Contracted Demand for our exclusive use for the purpose above mentioned, at our Mills/Factory/Premises situated at _____. My/Our contracted load shall be _____ HP and/ or _____ kW. I/We shall not effect any change in the Maximum Demand or Contracted Load without prior intimation to the Company.

3 Re-Sale of Electric Power

I/We undertake that I/We shall not sell electrical energy obtained under this Agreement without the sanction in writing of the Company.

4 Obligation to comply with Requirements of Act, and General Terms And Conditions of Supply

I/We further undertake to comply with all the requirements of the Electricity Act, 2003, the Rules and Regulations framed thereunder, provisions of the tariffs scale of Miscellaneous and General Charges and the General Terms and Conditions of Supply prescribed by the Company with approval of the AP Electricity Regulatory Commission herein after called as Commission from time to time and agree not to dispute the same.

5 Date of coming into force of the Agreement

I/We shall begin/take electrical energy from the Company under the conditions of this Agreement within three months, from the date of issue of intimation in writing to me/us by the Designated Officer of the Company 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 expiry of three months notice above referred to, whichever is earlier.

6 Period of Agreement

I/We undertake to avail supply for a minimum period of 2 years from the date this Agreement comes into force.

7 Determination of the Agreement

I/We shall be at liberty to determine the Agreement by giving in writing three months notice expressing such intention at any time after the period of two years. If for any reason, I/We choose the three months to derate/terminate the agreement before the expiry of the minimum two year period of the Agreement, the deration/termination will be done with effect from the date of expiry of the three months notice period or expiry of the initial two year period whichever is later. I/We agree that the Company may terminate this Agreement at any time giving three months notice, if, I/We violate the terms of this Agreement or the General Terms and Conditions of Supply notified by the company with the approval of the Commission from time to time or the provisions of any law touching this Agreement including the Electricity Act, 2003, the Rules and Regulations framed thereunder. This Agreement shall remain in force until it is terminated as above indicated. In computing the periods of 2 years referred to above the period or periods for which the annual minimum guarantee has or have been waived or reduced shall be excluded.

8 Obligation of Consumer to pay all charges levied by Company

From the date this Agreement comes into force I/We shall be bound by and shall pay the Company Maximum Demand charges, energy charges, surcharges, meter rents and other charges, if any, in accordance with the tariffs applicable and the General Terms and Conditions of Supply prescribed by the Company from time to time for the particular class of Consumers to which I/we belong.

9 Company's Right to Vary Terms of Agreement

I/We agree that the Company shall have the unilateral right to vary, from time to time, tariffs, scale of general and miscellaneous charges and the General Terms and Conditions of supply under this Agreement by special or general proceedings. In particular, the Company shall have the right to enhance the rates chargeable for supply of electricity according to exigencies.

10 Monthly Minimum Charges

I/We shall pay minimum charges every month as prescribed in tariff, and the General Terms and Conditions of Supply even if no electricity is consumed for any reason whatsoever and also if the charges for electricity actually consumed are less than the minimum charges. The minimum charges shall also be payable by me/us even if electricity is not consumed because supply has been disconnected by the Company because of non-payment of electricity charges, Theft of Electricity or Unauthorised Use of Electricity or for any other valid reason.

11 Special Annual Minimum Guarantee

In consideration of the Company making arrangements for supplying electrical energy to me/us, I/We agree with effect from the date of commencement of this Agreement for the period of _____ years to guarantee a minimum payment Rs _____ (Rupees _____) every year towards Demand and energy charges only, exclusive of payments towards surcharge, or other payments by whatever name they may be called. If the amounts actually paid towards Demand energy charges during any year fall short of the guaranteed minimum, the amount of deficit shall be deemed to be arrears of electricity charges and recovered accordingly.

12. I/We hereby agree that if I/We, am/are found indulging in Theft of Electricity or Unauthorised Use of Electricity in respect of use of electrical energy, I/We shall pay additional charges as may be levied by the Company. I/We also agree that insuch an event the Company shall in addition to levy of the additional charges have right to disconnect supply of electricity to my/our Premises for such period as may be decided by the Company.

13. I/We requested the company to provide the meter for measuring the electricity supplied to me and the company has agreed for the same. Accordingly, I/We agree to pay the monthly meter rentals, as may be fixed by the Commission from time to time.

Signature of the Consumer

Date: _____

Signed by the applicant in my presence:

Witness 1	Witness 2
Signature:	Signature:
Name and Address:	Name and Address:
Date:	Date: