

Connection Agreement

WHEREAS Shri/Shrimati/ M/s _____,
an Individual / a company duly registered under the Indian Companies Act/ a Partnership Firm/ a Charitable Institution duly registered under the Charitable Trusts Act/ Any other institution (to be specified) duly registered under the _____ Act, having its Permanent Address as/ Registered Office at _____
_____ (hereinafter to be referred to as 'the consumer'), which expression, wherever the context so admits, shall include his heirs executors administrators/its successor or successors/successor in-title and permitted assigns of the ONE PART; has submitted a requisition in prescribed format for supply of electrical energy to the extent of _____ HP / _____ kW/ _____ kVA for _____ purpose for his premises situated at _____ and has completed all such other formalities;

AND

WHEREAS THE JAWAHARLAL NEHRU PORT TRUST is an autonomous body working under the Ministry of Shipping, Government of India having its registered office at 'Nhava Sheva', Taluka Uran, Navi Mumbai-400707, Maharashtra and is also a Distribution Licensee for its multiproduct Specific Special Economic Zone (SEZ) (hereinafter to be referred to as 'the Licensee' and wherever the context so admits, shall include its legal successors and assigns) of the OTHER PART has agreed to supply to the Consumer electrical energy for the said purpose;

AN AGREEMENT made on this _____ day of _____ 20____ BETWEEN THE CONSUMER & THE LICENSEE as follows:

1. In this Agreement unless the context otherwise requires;
 - 1.1. **"THE ACT"** shall mean the Electricity Act, 2003 as amended from time to time or such other enactment governing the supply and use of electrical energy and as may be in force from time to time;
 - 1.2. **"The Rules and Regulations"** shall mean the rules and regulations In force from time to time under the Act;
2. Date of coming into force of the Agreement:
 - 2.1. Under the conditions of this contract, the consumer shall take electrical energy I power supply from the Licensee within a period of three months from the date of issue of intimation by the authorized Officer of the Licensee that supply of electrical energy is available;
 - 2.2. The provisions of this agreement shall be deemed to have come into force from the date of commencement of supply of energy or the date of expiry of three month notice above referred to, whichever is earlier;
 - 2.3. In case the consumer is unable to receive supply of electrical energy before expiry of three months period from the date of issue of intimation by the authorized officer of the Licensee, it shall be considered as the power supply deemed to have been commenced from the date immediately following the date of expiry of three months period and the consumer shall be liable to pay the FIXED CHARGES as may be applicable from time to time;
3. Period of Agreement & determination of Agreement
 - 3.1. The Consumer shall be at liberty to terminate this Agreement by giving a notice, in writing, of not less than 30 days expressing such intention; at any time after the commencement of power supply, including deemed commencement of power supply, including deemed commencement of power supply wherever applicable.
 - 3.2. In case the consumer intentionally violates any of the provisions of this Agreement or commits breach of any of the provisions of this Agreement or acts in contravention to the

provisions of the Law governing supply of electrical energy, including the Regulations framed by the Maharashtra State Electricity Regulatory Commission from time to time, the Licensee shall be at liberty and shall terminate this Agreement at any time by giving a notice of not less than 15 days;

3.3. Unless terminated by either side, the Agreement shall remain in force for such period the Consumer is taking supply of electrical energy from the Licensee.

4. Other conditions of supply;

4.1. During the period of supply, the Licensee shall supply to the consumer and the consumer shall take from the Licensee all the electrical energy required by the consumer, subject to the limits of Contract Demand / Sanctioned Load, for the purposes stated herein above at Consumer's premises situated at _____.

4.2. The supply of electrical energy to the consumer shall be in the form of three phase alternating current at a frequency of 50 cycles per second and a pressure of _____ volts subject to the tolerance limits permitted by the Act;

4.3. The point of delivery for the supply of electrical energy / point of supply of electrical energy shall be as mutually agreed between the Licensee & the Consumer and shall always be at the main entrance of the Consumer's premises, provided the decision of the Licensee in respect of location of point of delivery for the supply of electrical energy / point of supply of electrical energy shall be final;

4.4. The Licensee shall install energy meter & other metering equipment of appropriate design, make & capacity at the point of delivery for the supply of electrical energy/ point of supply of electrical energy;

4.5. For the purpose of this Agreement, availability of the electrical energy of the above stated voltage and frequency at the said point of delivery shall constitute the supply of electrical energy;

4.6. The consumer shall provide and continue to provide, during the continuance of this Agreement, suitable accommodation, to be approved by the authorized Officer of the Licensee, for placing equipment and apparatus of the Licensee, necessary for the performance of this agreement.

4.7. The Licensee shall be at liberty to bring upon the accommodation so provided at the Consumer's premises, not only the cables required for the supply of electrical energy to the Consumer but also the cables and other accessories & equipment necessary for giving connections to other Consumers through the cables and terminals situated on the Consumer's premises, provided the supply to the Consumer shall in no way be interfered with or its continuity jeopardized as a result of such action on the part of the Licensee.

4.8. The consumer will provide to Licensee the right of way in, through or over any land under his/her control and jurisdiction as may be required by the Licensee in connection with provision or maintenance of a service line to the premises of the consumer, collection of meter data for billing and subject to the provisions of Section 67 of the Act to the premises of any other consumer in accordance with Rules framed by MERC & the State Govt. and the Central Govt.

Where, in the opinion of the Licensee, the provision of supply requires installation of transformers, switch gear, meter and all other apparatus up to the Point of Supply within the Applicant's premises, the Applicant shall make a suitable piece of land or a suitable room within such premises available to the Distribution Licensee, by way of lease:

Provided that a suitable piece of land or a room shall be made available to the Distribution Licensee, by way of lease agreement at Rupee One (1) per annum:

Provided further that expenses, if any, towards registration of lease agreement shall be borne by concerned Applicant:

Provided further that any existing agreement, as on the date of notification of these Regulations, for use of such land or room may, upon expiry, be renewed on such terms and conditions as may be mutually agreed between the parties, to be consistent in accordance with Regulation 6.5 of MERC (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021.

5. Payment of charges:

- 5.1. The Consumer shall pay to the Licensee every month or after every such duration as may be prescribed by the Licensee, charges as mentioned in the Licensee's tariff schedule referred to hereinafter, for the electrical energy supplied to the Consumer during the preceding month or the preceding such duration; The tariff applicable will be_____. The same is agreed by the consumer.
- 5.2. If during the currency of this agreement, the rates including Fixed Charges, are revised, replaced, increased or decreased, such revised, replaced, increased or decreased rates from the date specified, shall apply to the Consumer during and for the unexpired period of this agreement;
- 5.3. A copy of the current Tariff Schedule in force with effect from _____ referred herein above in this agreement is set out in the First Schedule attached hereto, which however 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 and such charges will be payable by the consumer in addition to the tariff charges.

6. Disconnection of Power Supply:

- 6.1. The consumer hereby agrees that its/his/her supply will be disconnected in case it/he/she fails to deposit arrears of electricity charges and other charges as may be due within 15 days from the date of receipt of demand notice for such charges.
- 6.2. The consumer hereby agrees that in the event if/he/she is found, prima-facie, involved in commission of theft of electricity or its unauthorized use, the Licensee shall have right to disconnect the supply forthwith without notice.
- 6.3. In the event of the supply of electrical energy being discontinued by the Licensee in consequences of any breach or default on the part of the Consumer entitling the Licensee so to do under the provisions of the Act and Rules, the amount of charges for the electrical energy already supplied and all other moneys then payable under this Agreement shall become due and recoverable forthwith provided always and it is hereby expressly agreed and declared that during the period of such discontinuance the consumer shall continue to pay the FIXED CHARGES payable as per the Licensee's tariff in force.

7. Transfer of Agreement:

- 7.1. During the continuance of this Agreement, the Licensee shall be at liberty and shall disconnect the power supply of the Consumer on account of any or all of the following reasons, provided the Licensee shall issue a fifteen days notice to the Consumer in this regard and shall give an opportunity to the Consumer to make submissions in his support:
 - 7.1.1. The Consumers being a limited company pass a resolution for winding up or be ordered to be wound up by a Court of competent jurisdiction or being an individual or individuals commit any act of insolvency or be adjudged insolvent or
 - 7.1.2. The Consumer executes or creates any mortgage, charge or other encumbrances on any property or asset of the consumer so as to prejudicially affect the Licensee's electric meter, plant, apparatus and equipment at the Consumer's premises or any part thereof or any right exercisable by the Supplier in connection with said electric meters, plant, apparatus and equipment;
 - 7.1.3. The Consumer commits any breach of or fails to observe and perform any of the conditions and provisions contained in this Agreement on his part to be observed and performed;
- 7.2. The Consumer shall not, without the previous consent in writing of the Licensee, assign, transfer, or part with the benefit of this Agreement nor shall the consumer in any manner part with or create any partial or separate interest in it.

8. Arrears of electricity charges or any sum other than a charge for electricity due to be charges on premises:-

- 8.1. The consumer hereby agrees that any charge for electricity or any sum other than a charge for electricity due to licensee, which remains unpaid shall be charge on its/his/her premises and also on the premises transmitted to Legal Representative,

Successor in law, new owner or occupier of the premises and shall be recoverable by the Distribution Licensee.

9. Undertaking

9.1. The consumer hereby agrees and undertake as under:-

- a) to abide by the provision of the Act and these Regulations;
- b) to pay for the supply of electricity based on the prevailing tariff rates;
- c) to pay for all other proper charges as become due in accordance with these Regulation and the approved schedule of charges of the Distribution Licensee;
- d) that he shall deposit such security as the Distribution Licensee may be entitled to require from him under the Act and the Regulations:

10. Security Deposit

- 10.1. The consumer hereby agrees to pay as security deposit the amount equivalent of the average of three months of billing or the billing cycle period, whichever is lesser, as per clause 11 of the Supply Code and other Conditions of Supply Regulation, 2005.
 - 10.2. The consumer hereby agrees that the Distribution Licensee may refuse to give supply of electricity or to provide the line, plant or meter in case the consumer fails to give security to the Distribution Licensee.
 - 10.3. The consumer hereby agrees that in case the security given by it/him/her has become invalid or in-sufficient, the licensee may by notice require, within 30 days after the service of notice to give reasonable security for payment of all money which may become due to the consumer in respect of supply of electricity or provision of line, plant or meter.
 - 10.4. The consumer agrees that the distribution Licensee may discontinue the supply of electricity for the period during which such failure to pay security/additional security continues after the period of 30 days mentioned above.
 - 10.5. The Distribution Licensee agrees that it will not insist for any security if the supply is through pre-payment mode.
 - 10.6. The consumer agrees that the Distribution Licensee may impose restriction on the supply of electricity in pursuance of Sec. 43 read with section 48 of Act.
11. Conditions and Miscellaneous Charges for Supply of Electrical Energy of the Licensee, which are annexed hereto, for the time being in force and as amended by the Licensee from time to time shall be deemed to be part of this Agreement and shall govern the parties hereto in so far as applicable.
 12. Nothing contained in this agreement or any amendment thereof shall restrict any rights, obligations and discretion which the Licensee may derive under any legislation relating to the supply of electricity enacted during the period of this agreement.
 13. The Licensee shall take all reasonable precaution to ensure continuity of supply of power to the Consumer but shall not be responsible for or liable to the consumer for any loss to him or damage to his plant and equipment due to interruption in supply due to damage to the suppliers plant and equipment for reasons including but not limited to war, mutiny, riot, earthquake, cyclone, tempest strike, civil commotion, lock : out, lightning, fire flood, accident or break down of plant and machinery or causes beyond control of the Licensee. The Licensee shall give notice as early as possible of the probable duration of such interruptions in supply of power to the consumer.
 14. The consumer hereby agrees that, under this agreement, the Licensee shall be permitted to curtail or stagger or cut off altogether the supply of electrical energy by the Licensee, if the power position or any other emergency in the power system warrants such a course of action.
 15. The Licensee shall always be entitled for reasons of testing or outages or maintenance or any other cause for efficient working of the undertaking to temporarily discontinue the supply for such period as may be necessary subject always to adequate advance notice being given in this behalf, with the object of causing minimum inconvenience to the consumer.
 16. In all matters herein not specifically provided for, the provisions of the Act, ' the Regulations framed by the Maharashtra Electricity Regulatory Commission, the provisions of the Conditions of Supply, for the time being in force there under shall apply.

17. The stamp duty payable, if any, for registration of this Agreement, shall be paid by the Consumer.

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

Signed and delivered by

Shri/Smt _____

Signature _____

On behalf of the Maharashtra State Electricity

Distribution Co. Ltd. in presence of

1) Shri/Smt _____

Signature _____

2) Shri/Smt _____

Signature _____

Common seal of _____

_____ has been affixed hereto

Pursuant to a Resolution of the Board Directors

Of the Company passed at its meeting

held on _____

day of _____

in the presence of

1) Shri/Smt _____

Signature _____

2) Shri/Smt _____

Signature _____

Directors of the Company who have set

Their respective hands hereto in the presence of

1) Shri/Smt _____

Signature _____

2) Shri/Smt _____

Signature _____