

# POWER SUPPLY AGREEMENT

**THIS AGREEMENT (“Agreement”)** is executed at Mumbai, this \_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ (**“Effective Date”**) by and between:

Reliance Infrastructure Limited, a company registered under the Indian Companies Act, 1913 and having its registered Office at “H” Block, 1<sup>st</sup> Floor, Dhirubai Ambani Knowledge City, Navi Mumbai 400710 (hereinafter referred to as “Rlnfra-D” which expression shall, unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the one part.

AND

\_\_\_\_\_, a consumer within the meaning of Section 2 (15) of the Electricity Act, 2003 (hereinafter referred to as “Consumer”), of the other part.

Rlnfra-D and the Consumer are hereinafter individually referred to as “Party” and collectively as “Parties”.

## **W H E R E A S**

- A. Rlnfra-D is a distribution licensee under the provisions of the Electricity Act, 2003 having license to distribute electricity in the areas in and around suburbs of Mumbai inclusive of entire area covered under the Mira Bhayandar Municipal Corporation.
- B. The Consumer has applied to Rlnfra-D, vide requisition Form bearing no. 16.1 for supply of electrical energy at the Specified Premises.
- C. Rlnfra-D has considered the said application and agreed to offer supply of electrical energy to the Specified Premises on the terms and conditions hereinafter contained.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In the Agreement the words and expressions defined below shall have the meanings assigned to them herein except where the context requires otherwise:

1.1.1 **“Act”** means The Electricity Act, 2003 (36 of 2003) as in force from time to time;

1.1.2 **“Applicable Laws”** means all laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the State of Maharashtra, India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Agreement.

1.1.3 **“Commission”** means the Maharashtra Electricity Regulatory Commission;

1.1.4 **“Electricity Supply Code”** means Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 as amended from time to time;

1.1.5 **“Parties”** means Rlnfra-D and the Consumer collectively and “Party” means any one of the Parties.

- 1.1.6 “**Specified Premises**” means the premises to which supply of electricity has been agreed as specified in clause 2.1 of this Agreement.
- 1.1.7 “**Specified Purpose**” means the purpose for which supply of electricity is permitted as specified in clause 2.3 of this Agreement.
- 1.1.8 “**Standard of Performance (SOP)**” means the Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2005 as amended from time to time.
- 1.1.9 “**Schedule**” means the schedule annexed to this Agreement.
- 1.1.10 “**Supplier**” means a Generating Company or Licensee, as the case may be, giving supply of electricity to a consumer or a person situated in the area of supply of the Distribution Licensee by using the distribution system of the Distribution Licensee in his area of supply pursuant to a Connection and Use of Distribution System Agreement;
- 1.1.11 “**Works**” includes electric line, and any building, plant, machinery, apparatus and any other thing of whatever description required to transmit, distribute or supply electricity to the public and to carry into effect the objects of a licence or sanction granted under the Act or any other Applicable Laws.

Words or expressions used herein and not defined shall have the meaning assigned to them under the Act or the Rules and the Regulations framed under the Act.

## 1.2 Interpretation

In the Agreement except where the context requires otherwise:

- 1.2.1 Words indicating one gender include all genders;
- 1.2.2 The headings are inserted for convenience and shall not limit, alter or affect the meaning of the contents;
- 1.2.3 The Schedule shall form an integral part of this Agreement and shall be in full force and effect unless amended;
- 1.2.4 In the event any portion or all of the Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Agreement;
- 1.2.5 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right;

## **2. General Obligations**

- 2.1 The supply of electrical energy shall be used by the Consumer for his own use at the premises situated at <specify the complete address> ("Specified Premises").
- 2.2 Consumer declares and confirms that the consumer is lawful owner/occupier of the Specified Premises.
- 2.3 The supply of electrical energy will be three phases, at a nominal voltage of 400 / 11,000 volts and at a nominal frequency of 50 Hz. The sanctioned load shall be \_\_\_\_\_ KW, and the contract demand shall be \_\_\_\_\_ KVA, until amended in accordance with the provisions of Electricity Supply Code.

- 2.4 The supply of electrical energy shall be used only for <specify the purpose of use> (“Specified Purpose”). The Consumer agrees and undertakes that the electrical energy supplied under this Agreement shall be used by the Consumer exclusively for the Specified Purpose in the Specified Premises and only for his own purpose as specified above, and the said electrical energy shall in no event, be resold or permitted to be used by any other party or be used/permitted to be used in any manner which constitutes unauthorized use under the Applicable Laws.
- 2.5 The Consumer confirms that he has full authority to and, hereby authorizes and permits RInfra-D, full access to the Specified Premises to carry out works in respect of RInfra-D’s Works located in the Specified Premises. The Consumer agrees and undertakes to obtain and maintain at its own cost way leave and other rights of way necessary for installation, operation, maintenance of RInfra-D’s Works and provide/secure peaceful, unhindered access to any premises in or through which such Work, operation or maintenance is required or cables need to be laid for providing electricity to the Specified Premises. If so required by RInfra-D, the Consumer shall at his own cost procure and submit duly executed way leave confirmation in favour of RInfra-D for the above purpose.
- 2.6 RInfra-D will have full rights and prerogative to modify and / or augment its network which is within the Specified Premises and the Consumer shall not object to the same. Consumer further agrees that RInfra will have right to extend and / or use this network for supply of electricity to any other consumers in the nearby area as RInfra may decide.
- 2.7 RInfra-D shall inform the Consumer about network or other constraints, encountered/may be encountered while meeting Consumer’s applied load. The release/continuation of supply of electricity to the Specified Premises

will be subject to resolution of such constraints to the satisfaction of RInfra-D and the Consumer shall take such steps as may be reasonably required to overcome such constraints.

- 2.8 If the Specified Premises are occupied by any person(s) other than the Consumer, the Consumer shall continue to be liable to RInfra-D and shall ensure that all amounts due in respect of the electricity supplied to the Specified Premises and all other sums due to RInfra-D are paid in full on or before the due date(s).

### **3 Compliance with Act, Rules and Regulations**

- 3.1 Parties shall comply with the provisions of the Act and the rules and regulations laid down thereunder. Where any provision of this Agreement is inconsistent with the provisions of the Act and/ or the rules or regulations laid down thereunder, the provisions of the Act, rules or regulations, as the case may be, shall take precedence to the extent of such inconsistency.
- 3.2 The Consumer shall abide by the provisions of the Act and the Electricity Supply Code and other Applicable Laws as well as the Conditions of Supply applicable to RInfra-D's consumers ("Conditions of Supply") as amended from time to time. A copy of the Conditions of Supply as on the Effective Date is hereto annexed and marked as "**Schedule A**". A copy of the Conditions of Supply is also uploaded on RInfra-D's website [www.rinfra.com](http://www.rinfra.com). It is clarified and hereto agreed by and between the Parties, that any amendment to the Conditions of Supply shall be uploaded by RInfra-D on its website mentioned hereinabove, and no separate notice/intimation will be sent to the Consumer. The Consumer shall not be absolved from any of his obligations under Applicable Laws or the Agreement due to his ignorance of any of the Applicable Laws.

- 3.3 The Consumer shall abide by any measures regarding conservation of energy and need for load management including as may be directed by Commission or State Load Dispatch Centre or RIntra-D from time to time as applicable to the Consumer. The Consumer further agrees to abide by the directives of Commission for regulating his/her/their/its load.

#### **4. Payment**

- 4.1 The Consumer shall pay for the supply of electricity based on the prevailing tariff rates and such other charges as may be determined by Commission from time to time for the relevant category, and pay all other charges as may be applicable in accordance with the Electricity Supply Code and the approved schedule of charges thereunder applicable to the consumers of RIntra-D.

- 4.2 If the Consumer fails or neglects to pay any charge for electricity or any other sum due from the Consumer, then RIntra-D shall be entitled to disconnect supply to the Consumer as well as proceed with further action(s) available to it under Applicable Laws for recovery of entire amounts due.

#### **5. Security Deposit**

The Consumer agrees to deposit and maintain the security deposit as demanded by RIntra-D from time to time in accordance with the Applicable Laws.

#### **6. Sale/Transfer of Specified Premises**

- 6.1 The Consumer shall, prior to transfer of his rights, interest and entitlements in respect of the Specified Premises, whether pertaining to ownership or occupancy or otherwise, ensure that all amounts in respect

of the electricity supplied to the Specified Premises and all other sums payable to Rlnfra-D are paid in full. Notwithstanding any sale, transfer or cessation of his rights, interest and entitlement in the Specified Premises, the Consumer shall continue to be liable for all amounts payable to Rlnfra-D in relation to the electricity supplied to the Specified Premises until termination of this Agreement or transfer of the connection in accordance with the Electricity Supply Code. Without prejudice to the rights of Rlnfra-D to recover all unpaid amounts from the Consumer, the Consumer further undertakes to include an appropriate clause in the transfer document that the transferee/ new owner or occupier shall pay all outstanding amounts to Rlnfra immediately on execution of transfer/sale deed.

## **7. Force Majeure**

7.1 Rlnfra-D shall not be liable for any failure or delay in performance under this Agreement or specified under Standard of Performance (SOP) due to any Force Majeure Event.

7.2 For the purpose of this Agreement "Force Majeure Event" means, any event or circumstances which is or are not within the reasonable control of Rlnfra-D and which, by the exercise of reasonable care and diligence, Rlnfra-D is not able to prevent, including, without limiting the generality of the foregoing:

- (i) acts of God, such as lightning, storm, action of the elements of nature, earthquakes, flood and natural disaster;
- (ii) strikes, lockouts or other industrial disturbances;
- (iii) acts of public enemy, wars (declared or undeclared), blockades, insurrections, riots, revolution, sabotage, vandalism and civil disturbance;



- (iv) unavoidable accident, including but not limited to fire, explosion, radioactive contamination and toxic dangerous chemical contamination;
- (v) any generation, transmission or distribution shutdown or interruption, which is required or directed by the State or Central Government or by the Commission or the State Load Despatch Centre;
- (vi) any shut down or interruption, which is required to avoid serious and immediate risks of a significant plant or equipment failure;
- (vii) grid failure or other causes which are beyond the normal duties of a distribution licensee; and

## **8. Disconnection**

8.1 Without prejudice to any other right available under Applicable Laws and this Agreement, RInfra-D shall be entitled to disconnect the supply of electricity if:

8.1.1 such disconnection is authorized under the Act, the Rules, Regulations made thereunder and/ or any other Applicable Law; or

8.1.2 any information or document provided by the Consumer in connection with the electricity supply hereunder is found to be false or incorrect.

8.1.3 any continued unauthorized use of electricity supplied hereunder

8.2 The reconnection of a disconnected connection shall be in accordance with the provisions of the Act and the relevant Regulations.

## **9. Term of the Agreement**

This Agreement shall be effective and remain in force till such time Consumer remains connected with distribution system of RInfra-D or, is terminated in accordance with clause 10 herein (Termination of Agreement). If the Consumer is connected to the distribution system owned, maintained and operated by RInfra-D and applies to procure

scheduled capacity, for a part or entire of its total load requirement, from a Supplier, as partial or full open access consumer under the provisions of the Act and the Maharashtra Electricity Regulatory Commission (Distribution Open Access) Regulations, 2005 then, the terms and conditions of this Agreement shall be amended for such further period/periods as may be mutually agreed.

## **10. Termination of Agreement**

### **10.1 Termination by Consumer**

The Consumer shall have the right to terminate the Agreement by giving a notice of termination to RInfra-D in accordance with the provisions of the Act and the Electricity Supply Code.

### **10.2 Termination by RInfra-D**

10.2.1 If the Consumer defaults in payment to RInfra-D of any sum or commits breach of any of its obligations under this Agreement or the Applicable Laws ("Event of Default"), without prejudice to the provisions of clause 10.3, RInfra shall be entitled to terminate this Agreement as mentioned in sub clause 10.2.2.

10.2.2 Upon the occurrence of an Event of Default, RInfra-D will provide the Consumer with written notice mentioning the nature of default and the intention of RInfra-D to terminate this Agreement for default. In the event Consumer fails or refuses to cure such default within fifteen (15) days of the date of such notice of termination, RInfra-D in its sole discretion shall be entitled to terminate this Agreement from the date stated in the notice.

10.3 Nothing contained in sub clause 10.2 shall limit or restrict any of the rights to disconnect the supply of electricity to the Specified Premises/Consumer

or to terminate the Agreement, available to RIntra-D under Applicable Laws.

10.4 The Termination of this Agreement shall not affect any accrued liability or claim or any obligations pursuant to this Agreement, up to the date of or upon termination or any surviving right(s).

## **11. Dispute Resolution**

If any dispute or difference of any kind whatsoever (“**Dispute**”) shall arise between the Parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the Consumer agrees to resolve the dispute through mutual discussions failing which Consumer shall refer such Disputes for redressal to the Forum for Redressal of Consumer Grievances set up by RIntra-D.

## **12. Notice**

All notices required to be issued hereunder shall be duly served or delivered, if sent to the following addresses of the Parties as hereunder:

For RIntra-D: (Address of the concerned Divisional Office)

\_\_\_\_\_  
\_\_\_\_\_

For the Consumer:  
Specified Premises

## **13. Miscellaneous**

13.1 Assignment

Consumer shall not assign all or any of his rights, liability, obligation or benefit under this Agreement, without the express prior written consent of RInfra-D.

13.2 Amendment

This Agreement may be amended at any time by mutual and written agreement of the Parties. No variation shall be effective unless it is in writing and signed by duly authorised officer of RInfra-D and the Consumer.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective hands herewith the day and year first herein above written;

<p>For and on behalf of</p> <p><b>Reliance Infrastructure Limited-Distribution through their Divisional Business Head</b></p> <p>.....</p> <p>(Authorised signatory)</p>	<p>.....</p> <p>.....</p> <p>CONSUMER</p> <p>.....</p> <p>(Authorised signatory)</p>
<p>In the presence of:</p> <p>.....</p> <p>Name:</p> <p>Address:</p>	<p>In the presence of:</p> <p>.....</p> <p>Name:</p> <p>Address:</p>