



AGREEMENT

An Agreement made at this _____ day of _____, Two Thousand Seven between Adani Electricity Mumbai Ltd., a company registered under the Indian Companies Act, 1913 and having its Registered Office at CTS 407/A (New), 408, Old Village, Eksar Devidas Lane, Off SVP Road, Near Devidas Lane Telephone Exchange, Borivali (West), Mumbai 400103 (hereinafter referred to as "AEML") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns of the one part and _____ (hereinafter referred to as "Consumer" which expression shall unless excluded by or repugnant to the context, include their heirs, successors, executors, administrators and assigns) of the other part.

Whereas the consumer has requested AEML as per his application made in Requisition Form 16.1 to supply electrical energy at his/her premises and AEML has agreed to offer such a supply to the consumer on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The supply of electrical energy shall be used for the consumers own use at the premises situated at

_____ (specify the complete address).

2. The consumer shall abide by the provisions of the Electricity Act, 2003 (hereinafter referred to as "Act") and the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 (hereinafter referred to as "Supply Code") and all other applicable Laws, Rules, Regulations, AEML Conditions of Supply as amended from time to time.
3. The supply of electrical energy will be - three phases, at a nominal voltage of 440 / 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 under the provisions of Supply Code.
4. The supply of electrical energy shall be used for _____ (specify the purpose of use).

The consumer agrees and undertakes that the supply of electrical energy given under this agreement shall be used by the consumer exclusively for the premises mentioned herein, only for his own purposes, as specified above, and shall not be resold or passed on to any other party.

The consumer shall permit AEML the right to access AEML apparatus in his premises in accordance with Regulation 8 of the Supply Code. The consumer shall also ensure proper upkeep and cleanliness in the area around AEML apparatus in the consumer's premises. The safekeeping of AEML equipment would also be the responsibility of the consumer.

The consumer has full authority to and shall permit AEML full access to the consumer's premises for ensuring work on AEML equipment located inside the consumer's premises as well as allow AEML unhindered access for laying, repairing, maintaining their network inside the consumer's premises. The consumer shall submit duly executed way leave in AEML favour permitting AEML unhindered access for accessing and working on their network.

The consumer should also abide by any measures regarding conservation of energy and need for load management including as may be directed by MERC from time to time as applicable to them. Consumer to abide by any directions by MERC for regulating his load.

5. The consumer shall pay for the supply of electricity based on the prevailing tariff rates as determined by Maharashtra Electricity Regulatory Commission for the relevant category, and shall also pay all other proper charges as become due in accordance with the Supply Code and the approved schedule of charges thereunder of AEML. It is agreed between the parties that in case consumer fails to make any such payment AEML could disconnect supply to the consumer as well as proceed with further action towards recovery of the amounts due.

6. The consumer shall deposit as security a sum equivalent of the average of three months of billing or the billing cycle period, whichever is lesser, and shall pay any additional deposit as security demanded by AEML from time to time under the Act and the Supply Code.

AEML shall pay interest on the amount of eligible security deposited in cash (including cheque and demand draft) by the consumer at a rate and in the manner specified in the Supply Code.

7. Term of the Agreement

This agreement shall remain in force unless terminated in accordance with the termination clause hereinafter specified,

8. Termination of Agreement

The agreement shall be:

- a) terminated if the consumer terminates the agreement after giving a notice in writing of thirty days to AEML.
- b) deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period of more than six (6) months.

9. All notices, requests, demands or other communications shall be in writing and will be deemed to have been duly served or delivered if sent to the following addresses of the parties as hereunder:

For Adani Electricity Mumbai Limited: (Address of the concerned Zonal Office)

For the Consumer:

10. Termination of this agreement shall be without prejudice to the rights of AEML or the consumer under the Act for recovery of any amounts due under the agreement.

The consumer agrees and undertakes that, in case the agreement is terminated before the completion of five years from the date of agreement, he shall not seek the supply of electrical energy in a manner which involves use of the distribution infrastructure of any other licensee until after expiry of five years from the date of this agreement.

11. In the event of any disputes or differences arising between the parties hereto as to the rights and obligations under this agreement, the consumer agrees to refer such disputes to the Forum for Redressal of Consumer Grievances set up by AEML, for redressal of his grievance. In addition to disconnection of supply to the consumer as per the provisions of Electricity Act 2003 and the rules thereof, it is expressly agreed between the parties that in case any details submitted by the consumer in connection with the power supply given by AEML is found to be false or incorrect, AEML could forthwith disconnect the power supply to the consumer and proceed with all other recourse as provided by the law.

In witness whereof the parties hereto have hereunto set their respective hands herewith the day and year first hereinabove written;

Signed sealed and delivered
by the withinnamed
AEML through their
Divisional Business Head

Mr. _____

In the presence of:

1. _____

Signed sealed and delivered
by the withinnamed

Through their Authorised Signatory

In the presence of:

1. _____