



## POWER SUPPLY AGREEMENT

THIS AGREEMENT ("Agreement") is executed at Mumbai, this ..... day of ....., Two Thousand and ..... ("Effective Date") by and 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 or meaning there of 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.

AEML and the Consumer are hereinafter individually referred to as "Party" and collectively as "Parties".

### WHEREAS

- AEML 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.
- The Consumer has applied to AEML, vide requisition Form bearing no. 16.1 for supply of electrical energy at the Specified Premises.
- AEML 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 HERE TO AS FOLLOWS:**

### 1. DEFINITIONS

- 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 "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.
  - 1.1.6 "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.

## 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>.....  
.....  
..... and shall be used only for <specify the purpose of use>  
.....
- 2.2 The supply of electrical energy will be three phases, at a nominal voltage of 400 / 11,000/ 33,000 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.
- 2.3 The Consumer confirms that he is lawful owner/ occupier and has full authority to and, hereby authorizes and permits AEML, full access to the Specified Premises to carry out works and agrees and undertakes to obtain and/or execute and maintain at its own cost way leave and other rights of way necessary for installation, operation, maintenance of AEML'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.
- 2.4 AEML will have full rights and prerogative to modify and / or augment its network which is within the Specified Premises and also to extend and / or use this network for supply of electricity to any other consumers in the nearby area and the Consumer shall not object to the same.
- 2.5 AEML 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 by the consumer to the satisfaction of AEML.

## 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. The Act, Rules & Regulations and Conditions of Supply as on the Effective Date is uploaded on AEML's website [www.adanielectricity.com](http://www.adanielectricity.com), amendments if any are updated therein from time to time on the said websites and hence no separate notice/intimation will be sent to the Consumer.
- 3.2 The Consumer shall abide by directives of Commission for regulating his/her/their/its load and any measures regarding conservation of energy and need for load management including as may be directed by Commission or State Load Dispatch Centre or AEML from time to time as applicable to the Consumer.

## 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 AEML.
- 4.2 If the Consumer fails or neglects to pay any charge for electricity or any other sum due from the Consumer, then AEML 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 AEML from time to time in accordance with the Applicable Laws.

## 6. SALE/TRANSFER OF SPECIFIED PREMISES

- 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 AEML 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.

## 7. FORCE MAJEURE

- 7.1 AEML 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. For the purpose of this Agreement "Force Majeure Event" means, any event or circumstances which is or are not within the reasonable control of AEML and which, by the exercise of reasonable care and diligence, AEML is not able to prevent, including, without limiting the generality of the foregoing:
- 7.1.1 "Act" means The Electricity Act, 2003 (36 of 2003) as in force from time to time; a. Acts of God, such as lightning, storm, action of the elements of nature, earthquakes, flood and natural disaster
  - 7.1.2 Strikes, lockouts or other industrial disturbances
  - 7.1.3 Acts of public enemy, wars (declared or undeclared), blockades, insurrections, riots, revolution, abotage, vandalism and civil disturbance
  - 7.1.4 Unavoidable accident, including but not limited to fire, explosion, radioactive contamination and toxic dangerous chemical contamination
  - 7.1.5 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
  - 7.1.6 Any shut down or interruption, which is required to avoid serious and immediate risks of a significant plant or equipment failure
  - 7.1.7 Grid failure or other causes which are beyond the normal duties of a distribution licensee

## 8. DISCONNECTION AND RECONNECTION

- 8.1 Without prejudice to any other right available under Applicable Laws and this Agreement, AEML 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 The reconnection of a disconnected connection shall be in accordance with the provisions of the Act and the relevant Regulations.to the Consumer.

## 9. TERM OF THE AGREEMENT

- This Agreement shall be effective and remain in force till such time Consumer remains connected with distribution system of AEML or, is terminated in accordance with clause 10 here in (Termination of Agreement).

## 10. TERMINATION OF AGREEMENT

- 10.1 Termination by Consumer:-The Consumer shall have the right to terminate the Agreement by giving 30 days notice of termination to AEML.
- 10.2 Termination by AEML: This agreement shall be deemed to be terminated upon permanent disconnection of the consumer or where consumer remains disconnected for a period of more than six (6) months.
- 10.3 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") 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 AEML.

**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 hereby,

**AEML**

**For Adani Electricity Mumbai Ltd.**

(Address of the concerned Divisional Office)

**For Consumer:**

**Specified Premise:**

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

For and on behalf of,

**Adani Electricity Mumbai Ltd.** Distribution through  
their Divisional Business Head

.....

.....

.....

Authorised signatory

In the presence of:

.....

**Name:**

**Address:**

**CONSUMER**

.....

Authorised signatory

In the presence of:

.....

**Name:**

**Address:**