

This Agreement is made at GIFT City, Gandhinagar on this _____ day of _____, 20__ **BETWEEN GIFT POWER COMPANY LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at EPS - Building no. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar - 382355 India (hereinafter referred to as the “Distribution Licensee”, which expression, wherever the context so admits, shall include its successors and assigns) of **the one part**

AND

_____, a company incorporated under the Companies Act, 1956 and having its registered office at the _____ (hereinafter referred to as ‘the consumer’ which expression, wherever the context so admits, shall include its successor and permitted assigns) or **the other part**

WHEREAS at the request of the consumer, the Distribution Licensee has agreed to reserve for, and to supply to, the consumer electrical energy of _____kVA for the purpose _____ of

_____ (the purpose for which power required should be mentioned here in specific details e.g. construction, pre-commissioning, temporary, Permanent etc.) at the consumer’s premises situated at _____

_____ upon the terms and subject to the condition herein after contained.

NOW THE AGREEMENT WITNESSETH As follows:

Definitions:

In this agreement unless the context otherwise requires:

(1)(a) "The Act" shall mean The Electricity Act, 2003 as amended from time to time or such other enactments governing the supply and use of electrical energy as may be in force from time to time.

(b)(b) "The Rules" shall mean the Rules and Regulations under the Act including the Regulations issued by the Hon'ble Gujarat Electricity Regulatory Commission (GERC), Central Electricity Authority or by any competent authority authorized under the Act and as in force from time to time.

Commencement of Supply

(2)(a) Within a period of sixty days from the date of intimation from the Director, GIFT Power Company Limited (herein after refer to as Director which expression shall include any other officer authorized by the Distribution Licensee to perform the functions of the Director specified in this agreement and any other officer or officers authorized by the Director that the Distribution Licensee is in a position to commence supply and to make the electrical energy available, the consumer shall commence to take supply of the electrical energy under the agreement and the date of commencement of the supply shall be date of expiration of the said sixty days period or the date of the actual commencement of supply, which ever date is earlier and from such date, the consumer shall become liable to pay the Distribution Licensee the amount of minimum guarantee as hereinafter, provided unless in the opinion of the Director the consumer is unable to commence to take supply for causes beyond his control in which event the date of commencement of supply may be extended by the Director, GIFT Power Company Limited at his absolute discretion.

(b) The consumer shall complete all the arrangements for receiving supply and make available suitable accommodation for housing the Distribution Licensee's equipment and apparatus as per clause 6 hereunder at least three months prior to the date initially indicated by the consumer for taking supply. If the Distribution Licensee is ready to commence supply save in respect of any work of works remaining to be done on the consumer's premises due to non-completion of suitable accommodation and/ or in complete works of the consumer to receive supply the consumer shall be liable to pay the amount of minimum guarantee as herein after provided as if the supply is actually commenced from the date of expiration of said notice of sixty days unless the Director, GIFT Power Company Limited has granted any extension of time as provided in sub-clause (a) above.

Location and contract demand:

(3) During the period of supply hereinafter mentioned the Distribution Licensee shall supply to the consumer and the consumer shall take from the Distribution Licensee all the electrical energy required by the consumer for the purpose here in above recited at the consumer's premises located at GIFT City Tal: Gandhinagar up to a maximum of

_____ KVA (hereinafter called the “Contract demand”) subject to the provision of clause 7 hereof.

System of Supply: (4) The Supply of the 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 _____ kV volts subject to the tolerance limits permitted by the Act.

Point of delivery: (5)(a)The point of delivery for the supply of the electrical energy shall be at the outgoing terminals of the GIFT Power Company Limited metering at own premises. For the purpose of this agreement, Maintenance by the Distribution Licensee of the electrical energy of the above stated voltage and frequency at the said point of delivery shall constitute supply of electrical energy. The supply shall be metered at the point shown in drawing No. _____ of delivery on the high voltage side.

(b) For the purpose of registering the electrical energy taken by the consumer, there shall be provided a _____ kV metering equipment (herein after referred to as the “main meter”) at the premises of the GIFT Power Company Limited.

Metering on the LT side

Where the metering is done on the low voltage side of the supply, either on the grounds of economy or on account of non-availability of high voltage metering equipment or for any other reason, the maximum demand and the quantity of electricity consumed in any month on the high voltage side for the billing purpose will be computed by adding 2% of the demand registered on the low voltage side for determination of the billing demand and 5 % to the consumption in unit registered on the low voltage side to determine the consumption on the high voltage side of the transformers.

Summation metering arrangement

For summation metering higher potential from the two available potential will be measured through PT selection switch. The consumer shall give affidavit on stamp paper of Rs. 100/- for such arrangement. The following conditions shall be covered in the affidavit:

(a) Two separate meters will be installed on both the feeder. This arrangement will be continued for future. In case of failure of Summation CT arrangement individual feeder meter will be base for billing.

(b) Annual comparison of separate feeder meter consumption and Summation CT consumption shall be done and error beyond permissible limit of metering guideline of IS: 13779, clause 11 table no 15 will be recovered/refunded. The comparison of consumption shall be done in the month of April every year.

Accommodation for Distribution

(6) (a) The consumer shall provide and continue to provide during continuance of this agreement without any charge accommodation to be approved by Director, GIFT Power Company Limited for the

**Licensee's
apparatus**

housing of Distribution Licensee's equipment, apparatus, necessary for the performance of this Agreement.

The Distribution 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, accessories and equipment necessary for giving connections to others consumer 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 Distribution Licensee.

Service line

(b) Notwithstanding that a portion of a service line paid for by the consumer the entire service line including the portion paid for by the consumer shall vest in the Distribution Licensee and will be maintained at his (Distribution Licensee's) cost. The consumer shall not be entitled to any refund on account of any service line cost contributed by him.

**Consumer
increased
requirement**

(7) (a) The consumer may from time to time request the Director, GIFT Power Company Limited in writing for additional supply in excess of contract demand and the Distribution Licensee shall make such additional supply available within 180 days from the date of such written request, provided the Distribution Licensee has such additional electrical energy and the material to make such additional electrical energy available for supply and provided further that having regard to the Unexpired term of this agreement, would in opinion of the Director, GIFT Power Company Limited be economic to the Distribution Licensee to make such additional supply available to the consumer.

(b) In the event of the Distribution Licensee agreeing to make such additional supply available, the consumer shall pay such contribution towards the cost of making such additional supply available as may be determined by the Director, GIFT Power Company Limited

(c) If such additional supply is made available by the Distribution Licensee, the contract demand specified in clause 3 hereof shall stand increased to the same extent.

**Charges for
Supply**

(8) (a) The consumer shall pay to the Distribution Licensee every month at the office of the **GIFT Power Company Limited** as may be otherwise required charge including minimum charges mentioned in the Distribution Licensee's tariff schedule referred to hereinafter for the electrical energy supplied to the consumer during the preceding months at the rate specified in the Distribution Licensee's standard tariff schedule applicable to the class of service and as in force from time to time if, during the currency of this agreement, the tariff are revised, increased or decreased such revised increased or decreased tariffs including minimum charges from the date specified by

Distribution Licensee shall apply to the consumer during and for the unexpired period of the present agreement and until this agreement is determined by either of the parties by giving the due notice under Clause 10 (a) herein below. A copy of current tariff schedule as per DISCOM (Viz. GIFT Power Company Ltd) tariff for Permanent Power declared by GERC applicable to this agreement is set out in the first schedule attached hereto.

(b) The tariff set out in the schedule referred to in sub-clause (a) above shall not include any tax, duty, octroi or other direct or indirect charges or electrical energy that may be, become payable in accordance with any law, regulation for time being in force which may increase the cost of production. Such charges will be payable by the consumer in addition to the charges specified in the standard tariff schedule referred to in sub-clause (a) above.

Power Factor

The consumer shall maintain an average power factor of not less than 90% in any month. The average power factor for the month is the ration of kilowatt hours consumed in the month to the Kilovolt ampere hours registered during the month. Should the power factor drop below 0.90, it should be brought to this value as soon as desired by the Distribution Licensee by means of methods approved by the Distribution Licensee, failing which the supply may be discontinued.

Electricity duty

The consumer shall, for the purpose of determining the electricity duty payable under the Bombay Electricity Duty Act, 1958 (As applicable to the State of Gujarat) at all times and to the satisfaction of the state Government suitable segregate, as may be required, the electrical circuits at the appropriate place of premises and install and maintain correct meters for determining the dutiable consumption, under the various categories.

Minimum Guarantee

(9)(a) In consideration of the special obligations assumed and or investment made by the Distribution Licensee for the benefit for the consumer, the consumer hereby guarantees that the total annual charges payable by him for the electrical energy consumed here under shall be **As per tariff** or the monthly minimum charges payable under clause 8, whichever is more. Although the consumer will be billed for actual energy consumed every month, subject to monthly minimum, the difference between guaranteed minimum charges and the actual charges paid.

Provided that in the event of any increase in contract demand under clause 7 hereof, the amount of minimum guarantee stated above shall be liable to be adequately increased to such extent as may be determined by the Director, GIFT Power Company Limited

(b) The incident of the fuel adjustment clause shall be addition to any minimum guarantee payable by the consumer.

Period of agreement

(10) (a) Subject to the provision of Clause 11 hereof, the period of supply under this Agreement shall be minimum period of two years from the 1st day of month next to the date of commencement of supply determinable by two calendar months' notice on either side expiring at end of said minimum period of two years or thereafter and upon the expiration of any such notice in this agreement shall determine, but without prejudice to the rights and liabilities of the parties in respect of any matter antecedent to such determination. Consumer shall have to give two months' prior notice to the Director, GIFT Power Company Limited for discontinuation of Power.

(b) This agreement for supply of electrical energy supersedes all previous contracts to the premises in question entered into and executed by the Distribution Licensee and the consumer.

Discontinuance of supply

(11) In the event of the supply of electrical energy being discontinued by the Distribution Licensee in consequent of any breach or default on the part of the consumer entitling the Distribution Licensee to do so under the provisions of the Act and the Rules there under, 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 minimum charges and minimum guarantee payable hereunder:

Summary termination of agreement

(12) If at any time during the continuance of this agreement, the consumer shall.

(a) Being a limited company or LLP, pass a resolution for winding up or be ordered to be wound up by a court of competent jurisdiction and being an individual or individuals commit an act of insolvency or be adjudged insolvent or

(b) execute or create any mortgage charge or other encumbrances on any property or assets of the consumer so as to prejudicially affect the Distribution Licensee's electric meters, plants, apparatus and equipments at the consumer's premises or any part thereof or any right exercisable by the Distribution Licensee in connection with the said electric meter, plant, apparatus and equipment, or

(c) commit any breach of or fail to observe and perform any of the conditions and provisions contained in this agreement and on his part to be observed, the Distribution Licensee shall be at liberty to terminate this agreement by giving seven days' notice to the consumer and upon such termination, the consumer shall forthwith pay to the Distribution Licensee at the office of Director, GIFT Power Company Limited or as may be otherwise required all the moneys then due and payable under this Agreement together with a further sum equal to the amount

of the minimum charges for the unexpired minimum period of supply as and by way of liquidated damages.

Assignment or transfer of agreement

(13) (a) The customer shall not, without the previous consent in writing of the Distribution 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.

(b) Where the consumer sells or otherwise dispose off the properties to which electrical supply is given or has been contracted for under this agreement, the benefit of the agreement will upon such sale or disposal be available to the purchaser for the unexpired period of the agreement and only for the purpose provided for in this agreement and the purchaser also be subject to the liabilities and obligations under this agreement for the unexpired period thereof, provided however consumer shall have given to the Distribution Licensee at least one calendar month's previous notice in writing of his intention to sell or dispose off the said properties and secure the consent of the Distribution Licensee (which shall not be unreasonably withheld by the Distribution Licensee) and provided further that he has cleared and paid all dues payable by him under this agreement up to the date of such sale or disposal. If however, the customer fails to give the said notice or fails to secure the consent of the Distribution Licensee after giving the said notice and to clear and pay dues as aforesaid then notwithstanding the sales or disposal off of the consumer's properties the Distribution Licensee shall immediately disconnect the supply and the consumer shall be liable to pay all dues and charges payable by him up to the date of such sale or disposal and for the payment of all charges payable under this agreement including minimum charges for the unexpired period of agreement provided that in the event of completion of the period of agreement at the time of disconnection of supply as aforesaid the consumer shall also pay minimum charges for the period ending March next after the date of disconnection.

Interruption in supply

(14)(a) The Distribution Licensee shall take all reasonable precautions to ensure continuity of supply of power to the consumer but shall not be responsible or liable to the consumer for any loss to him or damage to his plant and equipment due to interruptions to supply of power due to damage to the Distribution Licensee's plants and equipment for reasons including but not limited to war, mutiny, riot, earthquake cyclone, tempest, strike, civil commotion, lockout, lightning, fire, accident or break-down of plant and machinery or cause beyond control of the Distribution Licensee.

(b) The shall always be entitled for reasons of testing or outage or maintenance or any other causes for efficient working of the undertaking to temporary discontinue the supply for such period as may be necessary subject to advance notice being given in this behalf with the object of causing minimum inconvenience to the consumer.

- Outstanding Dues** (15) The Outstanding dues will be a charge on the asset of consumer. Before sale of assets is made, the outstanding dues will be cleared and in the alternative, the deed to agreement/sale will specifically mention the outstanding dues and the methods of its payment.
- Condition of supply of the suppliers** (16) (a) As per GERC guideline standard of performance.
 (b) Nothing contained in this agreement or any amendment thereof shall restrict any rights, obligations and discretions which the supplier may derive under any legislation, relating to the supply of the electricity enacted during the period of this agreement.
- Application of The Electricity Act, 2003 and the rules** (17) In all matters herein not specifically provided The Provisions of the Act and the Rules there under for time being in force shall apply.
- Stamp Duty** (18) The stamp duty on the agreement shall be borne by the consumer.
- (19) The marginal notes do not form part of this agreement and shall not be referred to for the construction and interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed this present on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the within named supplier GIFT Power Company Ltd. through its Authorised Signatory Mr.

SIGNED, SEALED AND DELIVERED by the within named consumer

M/s _____

_____.

through its Authorised Signatory

Mr. _____

All in the presence of: -

Witnesses:

1.

2.