

# POWER SUPPLY AGREEMENT FOR SUPPLY OF LOW TENSION ELECTRICAL ENERGY

An agreement made this 9/1/23 day of CESS (date) of CESS month) two thousand and CESS between the CESS ELECTRICITY SUPPLY COMPANY LTD. a body constituted by the Government of Karnataka (hereinafter called the "LICENSEE" which expression, wherever the context so admits shall include its successors and assigns) of the one part; And K. B. Personal (hereinafter called the "CONSUMER" which expression, wherever the context so admits shall include its successor or successors in business and assigns, executors and administrators) of the other part.

Whereas at the request of the Consumer, the Licensee has agreed to supply to the Consumer electricity for the purpose of 1. P. Sak in his/her/ premises at Dr. V. K. Sak (S) 2. post for bonafide purposes and use within the premises.

## DEFINITIONS :

In this Agreement, unless the context otherwise requires :

- "ACT" shall mean the Indian Electricity Act, 2003 or such other enactment governing the supply and use of electrical energy as may be in force from time to time.
- "Conditions of Supply" shall mean the "Conditions of Supply of Electricity of Distribution Licensee in the State of Karnataka" approved by the Karnataka Electricity Regulatory Commission and as amended from time to time.
- "Commission" means the Karnataka Electricity Regulatory Commission.
- "Street" includes any way, road, lane, square, court, alley, passage or open space, whether a thoroughfare or not, over which the public have a right of way, and also the roadway and foot-way over any public bridge or causeway;

## CONDITIONS OF SUPPLY :

- The Licensee shall supply electrical energy to the aforesaid premises of the Consumer from its distributing main for the purpose at low tension as specified in the "Conditions of Supply" under classification of supply and the Consumer shall take from the Licensee, electricity required for the purpose herein above recited at the single point of supply up to the maximum extent of 7.5 HP KW/HP, being the load sanctioned. The energy so supplied shall be utilized within the premises mentioned hereto, for the bonafide use of the Consumer.
- Electrical energy supplied to the premises shall not be utilized by the Consumer in any manner prejudicial to the Licensee and all usage must be according to such method or methods approved by the Licensee. The use of power must be confined to such places as shall have been previously approved in writing by the Licensee. In case prejudicial use of power is detected, the Consumer shall pay penal charges in accordance with the provisions of the "Conditions of Supply" as in force from time to time. Besides, for dishonest abstraction/ use/consumption of electricity or interference with the metering equipment or accessories, the Consumer shall also be liable for prosecution under the Act and any other law for the time being in force, and the installation shall be liable for disconnection.
- The Consumer shall permit the Licensee, free of cost, to erect the poles, distribution lines, structures, equipments, cables and other apparatus necessary for the supply of electrical energy under this Agreement over the land belonging to, or in the possession of, the Consumer.
- The Consumer agrees to take supply under any conditions of restrictions of load and time that may be fixed by the Licensee from time to time and to pay fixed charges under this Agreement in full not withstanding such restrictions.
- The supply is liable to be restricted, staggered or cut off altogether, as the case may be, if the power position or any other emergency warrants such a course of action. The Licensee reserves the right to periodical shutdown, as and when required, for the purposes of routine maintenance after giving reasonable intimation to the Consumer.
- From the date of commencement of supply as defined in the "Conditions of Supply" until termination of agreement, the Consumer shall make payment to the Licensee for the electricity supplied during the prescribed billing period at the rates specified in the Licensee's tariff from time to time and applicable to the class of power supply irrespective of the installation being in service or under disconnection.
- Subject to the provisions of the Act, the "Conditions of Supply" and any other law for the time being in force, the supply under this Agreement is valid initially for a period of two years from the date of commencement of supply and shall stand automatically renewed from year to year thereafter until terminated by either of the parties. However, in case of TEMPORARY POWER SUPPLY, the period of agreement shall be for a period of                      days/week/ months which period may be extended by the Licensee at the request of the Consumer. The power supply shall be disconnected after the expiration of the stipulated period unless a requisition is received for extension of the period, and such further deposit as may be                      is paid by the Consumer before the expiry date.