



STANDARD AGREEMENT FORM FOR SUPPLY OF ELECTRICAL ENERGY  
 Regulation 15 of the OERC Distribution (Conditions of Supply) Code, 2004  
 69491

THIS AGREEMENT made on the 8<sup>th</sup> Day of August Two Thousand Twelve between **Western Electricity Supply Company of Orissa Limited**, Regd. Office: Bhubaneswar Dist- Khurda (hereinafter called "the Licensee" which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the **ONE PART**

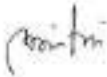
and


**M/s. Mahanadi Coal Fields Limited, Basundhara** Registered office at Jagruti Vihar, Burla, Sambalpur, Orissa represented through its Authorised Signatory Sri Maloy Mitra G.M.(E&M), S/o Sri Kamal Kumar Mitra (Hereinafter called "**THE CONSUMER**" which expression, unless repugnant to the subject or context, shall include his heirs, successors and assigns) of the **OTHER PART**.

**WHEREAS** the consumer has requested the Licensee to supply electrical energy to the premises of the consumer situated at Tikilipara in the district of Sundergarh for the purpose of **Mining Industry** and the Licensee has agreed to supply the same on terms and conditions stipulated hereunder.

NOW THESE PRESENTS WITNESS that in consideration of the payment to be made by the consumer as hereinafter contained, it is hereby **MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:

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 महा प्रबन्धक (विद्युत् एवं यांत्रिकी)  
 General Manager (E&M)  
 एमसीएल मुख्यालय एवं ईव वैली कोयलील्ड्स  
 MCL HQ & Ib Valley Coalfields

  
 Managing Director  
 WESCO Burla



**(1) Duration of Agreement:** This agreement shall commence from the date of availing power supply and shall continue to be in force until the expiry of **FIVE** years from the date of supply, and thereafter shall so continue until the same is determined by either party giving to the other, two calendar month's notice, in writing, of its intention to terminate the Agreement.

Provided that after the initial period of agreement if power supply remains disconnected for a period of two months for non-payment of tariff or non-compliance of the directions issued under the OERC Distribution (Conditions of Supply) Code, 2004 and no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the Licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the two months period from the date of disconnection without further notice.

**(2) Condition of Supply:** The consumer has obtained and perused a copy of the OERC Distribution (Conditions of Supply) Code, 2004, understood its contents and undertakes to observe and abide by all the terms and conditions stipulated therein to the extent they are applicable to him. The said Code as modified from time to time, to the extent they are applicable shall be deemed to form part of this Agreement.

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महा प्रबन्धक (विद्युत् एवं मंत्रिकी)  
General Manager (E&M)  
एम्सीएल मुख्यालय एवं इन्ड पैली कोलफील्ड्स  
MCL HQ & Ib Valley Coalfields

Managing Director  
WESCO, Burla



**(3) Quantum of Supply:** Subject to the provisions hereinafter contained and during the continuance of this Agreement, the Licensee, represented by "Engineer", shall supply the consumer and the consumer shall take from the licensee, a supply up to but not exceeding a contract demand of **5000 KVA (Exist.1350KVA+ Addl.2650KVA)** with following phased manner.

- 1<sup>st</sup> Phase – addl. 1650 KVA (Total 3000 KVA) up to December 2012.
- 2<sup>nd</sup> Phase – addl.2000 KVA (Total 5000 KVA) thereafter.

The Consumer may utilise power up to **10%** out of the aforesaid Contract Demand in his residential colony for use by himself or his employees.

**(4) Type of Supply:** The aforesaid supply shall be from a three phase 50 Hz alternating current system at a normal pressure of **220000 volts**. The quantum of supply shall be measured by suitable metering equipment of **220KV/110 Volts**.

**(5) Security Deposit:** The consumer, pursuant to the OERC Distribution (Conditions of Supply) Code, 2004, has paid total Security Deposit of ₹.1, 39, 72,080/- (Rupees One Crore Thirty Nine Lakhs Seventy Two Thousand Eighty) only which includes additional security deposit of ₹.73, 48,853/- (Rupees Seventy Three Lakhs Forty Eight Thousand Eight Hundred Fifty Three) only paid vide M.R.No.7009, dated:01.08.12 in favour of the Executive Engineer, Sundargarh. The consumer undertakes to make any additional security deposit, as and when called upon by the Engineer.

*Prithvi*

महा प्रबन्धक (विद्युत् एवं यांत्रिकी)  
General Manager (E&M)  
एनसीएस मुख्यालय एवं इंच वैली कोलफील्ड्स  
MCL HQ & Ib Valley Coalfields

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*Prithvi*  
Managing Director  
WESCO, Burla



**(6) Charges to be paid by the Consumer:** The Consumer shall pay to the Engineer for power demanded and electrical energy supplied under this agreement minimum monthly charges, 'demand charges', 'energy charges' and 'other charges' in accordance with the provisions of OERC Distribution (Conditions of Supply) Code, 2004 and as notified in the Tariff Notifications from time to time:

**In Large Industry Category Tariff.  
(Under EHT Tariff)**

Provided that annual sum payable by any individual consumer under the provision to Section 45 of the Indian Electricity Act, 2003, shall not be deemed to be part of the minimum monthly charges or demand charges, if any, payable by the consumer or the particular class of consumers under Regulations 84 and 85 of the OERC Distribution (Conditions of Supply) Code, 2004.

Provided further that the consumer shall pay electricity duty or such other levy, tax or duty as may be prescribed under any other law in addition to the charges, fuel surcharge and transformer loss payable under the OERC Distribution (Conditions of Supply) Code, 2004.

**(7)** The tariff and conditions of supply mentioned in this Agreement shall be subject to any revision that may be made by the Licensee from time to time.

**(8)** The consumer agrees to permit installation of check meter (HT/LT) as and when required.

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*Signature*  
 महा प्रबन्धक (विद्युत् एवं यांत्रिकी)  
 General Manager (E&M)  
 एमसीएस मुख्यालय एवं ईच वैली कोलफील्ड्स  
 MCL HQ & Ib Valley Coalfields

*Signature*  
 Managing Director  
 WESCO, Burla



(9) All arrears and liabilities under the agreement executed earlier with M/s. Mahanadi Coal Fields Limited bearing consumer no.RRKL/2-0003 in the same premises shall be treated as arrear and liabilities under the present agreement. The previous power supply agreement executed with M/s. Mahanadi Coal Fields Limited on Dt. 17.10.2008 will be superceded by the present agreement from the date of availing enhanced load after observing all departmental formalities.

(10) Stamp Duty: The consumer agrees to bear the cost of the stamp duty and all costs incidental to the execution of this Agreement in full.

In WITNESSES WHERE OF the parties hereto have put their hands and seals this the 8<sup>th</sup> day of August 2012.

*Mitri*

Signature of the Consumer.

भरत प्रबन्धक (विद्युत् एवं यांत्रिकी)  
**General Manager (E&M)**  
 एन सी एल मुख्यालय एवं ईच वैली कोलफील्ड्स  
 NCL HQ & Ib Valley Coalfields  
 Witnesses to the execution

by the Consumer.

1. *Sangeet K. Acharya*  
 PAN no - ABXPB6978R.

2. *Rajendra D.*  
 PAN: N. A1WDP 8172G.

Signature of the .....

Engineer acting for an **Managing Director**  
 on behalf of the WESCO **WESCO, Burla**

Witnesses to the execution

by the Engineer.

1. *S. G. Acharya*  
 General Manager  
 (Commerce)  
 WESCO Ltd. Burla

2. *Acharya*  
 Assistant Manager  
 Commerce, WESCO, Burla