

**DRAFT AGREEMENT FOR SUPPLY OF ELECTRICITY THROUGH  
CLUSTER SUB-STATION**

We, the following persons, residents of \_\_\_\_\_ hereby agree to get electricity supply at specified voltage in accordance with Reg-4.2 of the Supply Code-2014 for the total load/contract demand of \_\_\_\_\_ kW/kVA against our requisitions mentioned below:

1. a) I, \_\_\_\_\_ S/O \_\_\_\_\_ authorized signatory of M/s \_\_\_\_\_ for a load of \_\_\_\_\_ kW / \_\_\_\_\_ kVA against requisition No. \_\_\_\_\_ dated \_\_\_\_\_ earnest money deposited Rs. \_\_\_\_\_.
- b) \_\_\_\_\_
- c) \_\_\_\_\_
2. a) We jointly undertake to construct our own sub-station as per feasibility clearance and thereafter shall operate and maintain the same as per Central Electricity Authority( measures relating to safety and electricity supply) Regulations, 2010 notified under Section 53 of the Act.
- b) We jointly undertake to provide protection scheme at the sub-station at our own cost as per requirement of the PSPCL.
- c) We undertake not to transfer or lease out the new electricity connection to any other party. In case it is proposed to transfer/lease out the connection, the same shall be effected only with the prior approval of the PSPCL and execution of new agreement.
- d) We undertake to satisfy the PSPCL regarding our financial capability, funding sources etc. to establish our capacity to install and run the proposed sub-station / industrial units. For this purpose, we shall submit a copy of agreement amongst the constituent members.
3. a) The constituent consumers of a cluster sub-station shall jointly pay the cost of the feeding HT/EHT line including bay at the feeding substation and the leader of the cluster shall be responsible to deposit the full amount on behalf of constituent members.
- b) The erection of all the 11 kV feeders from cluster sub-station to individual constituent consumer shall be the responsibility of the concerned consumer. However the job may be carried out by the PSPCL if so requested by constituent members at their cost as a deposit work. The operation and maintenance of these feeders shall be the responsibility of the constituent members as per Central Electricity Authority (measures relating to safety and electricity supply) Regulations, 2010 notified under Section 53 of the Act.

Provided where 11 kV feeder(s) for individual cluster constituent member(s) is/are required to be erected/laid in public land, the same shall be erected/laid and maintained by PSPCL at the cost of that constituent member(s).

- c) In case any constituent consumer seeks extension in contract demand and such demand can be released without any augmentation of HT/EHT line, no charges shall be payable by the consumer subject to consent of all other constituent consumers failing which the consumer seeking extension in the contract demand shall pay proportionate cost of the HT/EHT line including bay as per the cost data approved by the Commission for the additional demand only. Any augmentation of 11 kV line shall be at the cost of the consumer & shall be governed by clause-b above.
- d) In case a constituent consumer requires new connection from the cluster sub-station, such connection can only be released from the cluster sub-station with the consent of all existing constituent consumers. If such demand can be released without any augmentation of HT/EHT line, the consumer seeking new connection shall be required to pay to the PSPCL proportionate cost of the HT/EHT line including bay as per the cost data approved by the Commission and erect 11 kV line as provided in clause-b above. The proportionate cost so recovered along with interest at SBI's base rate (compounded annually) shall be adjustable against any expenditure incurred for augmentation of feeding EHT line which might be necessitated in case the existing

- constituent consumer requests for enhancement of load/ demand. However in case augmentation of cluster sub-station is required then the constituent consumers including the new consumer shall get the capacity augmented at their own cost since the cluster sub-station has been jointly installed by the constituent consumers.
- e) In case augmentation of EHT line is required for release of additional demand as per (c) above or release of new connection as per (d) above, the entire cost shall be borne by the concerned consumer of the cluster and leader of the group shall be responsible to ensure deposit of all charges.
4. We undertake that we are jointly & severally responsible subject to other conditions for the payment of charges for the supply of electricity and other charges as per relevant Schedule of Tariff approved by the Commission from time to time. However, M/s \_\_\_\_\_ shall be our leader who will deal with the PSPCL for all matters including payment of electricity bill(s).
5. We agree to abide by the following conditions with regard to metering and billing of constituent consumer:-
- a) The PSPCL shall sanction the contract demand of the cluster sub-station and individual consumers connected to the cluster sub-station provided the contract demand of the cluster shall not be less than sum total of sanctioned contract demands of constituent members of the group. For billing, only the contract demand of the cluster sub-station shall be taken into account.
- b) The supply on the basis of consumption recorded at 33 kV or higher voltage shall be billed for electricity charges including MMC along with electricity duty, municipal tax, fuel surcharge and shall be apportioned to the individual consumers in proportion to the consumption recorded by the meter installed on the 11 kV feeders of each consumer at the cluster sub-station. The PSPCL shall install, seal & maintain all the meters including 11 kV meters as per Reg-21 of Supply Code-2014.
- c) Peak load/weekly off-day violation penalty, if any, shall be levied to individual consumer on the basis of readings recorded on the 11 kV feeder of each consumer.
- d) In case maximum demand of the cluster sub-station exceeds its sanctioned contract demand then the demand surcharge shall be levied as per General Conditions of Tariff and shall be apportioned amongst constituent consumers exceeding their sanctioned contract demand according to the maximum demand recorded over and above the sanctioned contract demand during the month.
- e) In case of slow / fast/defective/burnt meters the consumption shall be computed/ estimated as per provisions of Reg-21 of the Supply Code-2014.
- f) Each consumer shall be deemed to be connected at the voltage at which supply is catered to the cluster sub-station and separate bills shall be issued to each constituent member of the cluster sub-station.
6. In case of any default(s) on the part of any of the constituent consumers, which warrant disconnection of the supply to his premises, the supply of such consumer shall be disconnected by isolating the individual 11kV feeder.
7. In case any of the constituent consumer(s) is found indulging in Unauthorized Use of Electricity or theft of energy, such constituent consumer(s) shall be dealt with as per regulation 36 and 37 of the Supply Code-2014.
8. We undertake to indemnify the PSPCL against any disputes regarding supply of electricity and charges relating thereto amongst the constituent consumers.
9. The PSPCL reserves the right to inspect the cluster sub-station at any time without giving any notice to the constituent consumers. The maintenance staff of the cluster Sub-station, shall, therefore, provide free access to the inspecting officials. If any operation of the switchgear is required, the same shall be immediately allowed.
10. If at any time, a constituent consumer of a cluster sub-station opts to erect his own 33 kV or higher Voltage sub-station, the same may be allowed subject to technical feasibility.

11. Matters not covered under this agreement, shall be governed by the provisions contained in the Supply Code-2014, General Conditions of Tariff /Schedules of Tariff and Electricity Act-2003.

**Witnesses(Signatures)**

1. Name & PSPCL A/C no. \_\_\_\_\_  
\_\_\_\_\_

2. Name & PSPCL A/C no. \_\_\_\_\_  
\_\_\_\_\_

**Signatures of Constituent Consumers**

1. Name & Full Address \_\_\_\_\_  
\_\_\_\_\_

2. Name & Full Address \_\_\_\_\_  
\_\_\_\_\_

3. Name & Full Address \_\_\_\_\_  
\_\_\_\_\_

4. ....

Signatures of SE/Dy.CE (DS) for and on behalf of the PSPCL(with seal and date).