

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

**CONDITIONS OF SUPPLY BASED ON
THE MAHARASHTRA ELECTRICITY
REGULATORY COMMISSION
(ELECTRICITY SUPPLY CODE & OTHER
CONDITIONS OF SUPPLY)
REGULATIONS, 2005**

(These are subordinate to the EA 2003 and the Regulations / Rules etc formulated there under. In case of any interpretation issue, the provision of EA 2003 and any subsequent amendments there of and the Regulations / Rules etc. formulated there under will automatically prevail)

All the provisions contained in this document are subject to change without prior notice based on the directions / guidelines of MERC / Government Or, the decision of MSEDCL.

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CONDITIONS OF SUPPLY

1. DEFINITIONS:

- 1.1** **"ACT"** means the Electricity Act, 2003 (Act 36 of 2003);
- 1.2** **"APPLICANT"** means a person who makes an application for supply of electricity, increase or reduction in the contract demand / sanctioned load, change of name, disconnection or restoration of power supply or termination of agreement, as the case may be, in accordance with the provisions of the Act and the Rules & Regulations made there under;
- 1.3** **"APPELLATE AUTHORITY"** means an Authority, as prescribed or as may be prescribed by the Government, under the provisions of the sub – section (1) of section 127 of the Act;
- 1.4** **"AUTHORISED REPRESENTATIVE"** refers to all officers, staff & representatives of the MSEDCL, discharging functions under the general or specific authority of the MSEDCL;
- 1.5** **"ASSESSING OFFICER"** means an officer of the MSEDCL or the State Government, as the case may be, designated by the State Government, to discharge the functions as prescribed under the section 126 or section 135 of the E. A. 2003 as the case may be.
- 1.6** **"AVERAGE POWER FACTOR"** means-
- i) The ratio of kilo watt hours consumed in the month to root of the sum of squares of kilo watt hours consumed in the month and reactive kilo – volt ampere hours consumed in the month; **or**
- ii) The ratio of kilo watt-hours consumed in the month to kilo – volt-ampere hours consumed in the month;
- as may be recorded by the consumer's meter and shall be rounded off to two decimal places;
- 1.7** **"COMMISSION"** means the Maharashtra Electricity Regulatory Commission.
- 1.8** **"CONSUMER"** means any person who is supplied with electricity for his own use by the MSEDCL and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of MSEDCL.
- 1.9** **"CONTRACT DEMAND"** means demand in kilo watt (kW) / kilo – volt ampere (kVA), mutually agreed between the MSEDCL and the consumer as entered into in the agreement or agreed through other written communication.

- 1.10** **"DAYS"** means clear working days;
- 1.11** **"DEDICATED DISTRIBUTION FACILITIES"** means such facilities, not including a service line, forming a part of the distribution system of the MSEDCL, which are clearly and solely dedicated to the supply of electricity to a single consumer or a group of consumers on the same premises or contiguous premises;
- 1.12** **"DISTRIBUTING MAIN"** means the portion of any main, with which a service line is, or is intended to be, immediately connected;
- 1.13** **"DISTRIBUTION SYSTEM"** means the system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and point of connection to the installation of the consumers;
- 1.14** **"ELECTRICITY"** means electrical energy generated, transmitted, supplied or traded for any purpose, or used for any purpose except the transmission of a message;
- 1.15** **"ELECTRIC LINE"** means any line, which is used for carrying electricity for any purpose and includes-
- a) any support for any such line, that is to say any structure, tower, pole or other thing, in, on, by or from which any such line is, or may be supported, carried or suspended; and
 - b) any apparatus connected to any such line for the purpose of carrying electricity;
- 1.16** **"ELECTRICAL INSPECTOR"** means a person appointed as such by the Government under Sub – Section (1) of Section 162 of the Act and also includes Chief Electrical Inspector;
- 1.17** **"ELECTRICITY SUPPLY CODE"** means the "Maharashtra Electricity Regulatory Commission (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005, as specified by the Commission or as may be specified;
- 1.18** **"FORUM"** means such forum for redressal of Grievances as is set up by the MSEDCL under the provisions of Sub – Section (5) of Section 42 of the Act and the MERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations specified there under;
- 1.19** **"FUSE OFF CALL"** refers to a complaint handling procedure with regard to an individual consumer and involving restoration of supply by replacement of a fuse at such consumer's premises, not simultaneously with any other failure;

- 1.20** **"GOVERNMENT"** means the State Government having jurisdiction under the Act;
- 1.21** **"GRIEVANCES REDRESSAL REGULATIONS"** means the Consumer Grievance Redressal Forum and Ombudsman Regulations and / or other, as may be specified by the Commission, under Clauses (r) & (s) of Sub – Section (2) of Section 181 of the Act;
- 1.22** **"HARMONICS"** means a component of a periodic wave having a frequency that is an integral multiple of the fundamental power line frequency of 50 Hz causing distortion to pure sinusoidal waveform of voltage or current, and as governed by IEEE STD 519 – 1992, namely "IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems" and corresponding standard as may be specified in accordance with Clause (c) of Sub – Section (2) of Section 185 of the Act;
- 1.23** **"HIGH TENSION" OR "HT"** means all voltages defined as "high" or "extra high" voltage under clause (av) sub – rule (1) of Rule 2 of the Indian Electricity Rules, 1956 and corresponding voltage classifications as may be specified in accordance with clause (c) of sub – section (2) of section 185 of the Act;
- 1.24** **"HT CONSUMER"** means a consumer who obtains supply at HT;
- 1.25** **"INSTALLATION"** means the whole of the energy consuming electrical fittings including electric equipment, machines, apparatus, gadgets, devices, etc. installed / erected within a premise associated with a point of supply of a consumer, duly wired & connected to the MSEDCL's power supply system;
- 1.26** **"LICENSED ELECTRICAL CONTRACTOR"** means an electrical contractor licensed by the State Government for the purpose of carrying out electrical works;
- 1.27** **"LOAD FACTOR"** means the ratio of total number of units (kWh) consumed during a given period to the total number of units (kWh) which may have been consumed had the Contract Demand / Sanctioned Load been maintained throughout the same period subject to the availability of power from MSEDCL and shall usually be expressed as a percentage;
- 1.28** **"LOW TENSION OR LT"** means all voltages other than those defined as "High" or "Extra High" voltage under Clause (av) of Sub – Rule (1) of Rule 2 of the Indian Electricity Rules, 1956 and corresponding voltage classifications as may be specified in accordance with the Clause (c) of Sub – Section (2) of Section 185 of the Act;

- 1.29 **"LT CONSUMER"** means a consumer who obtains supply at LT;
- 1.30 **"MAIN"** means any electric supply line through which electricity is, or is intended to be supplied;
- 1.31 **"MAXIMUM DEMAND"** in Kilo watts or Kilo – Volt Amperes, in relation to any period shall, unless otherwise provided in any general or special order of the Commission, means **twice** the largest number of Kilo watt-hours or Kilo -volt-ampere-hours supplied and taken during any consecutive thirty minute blocks in that period;
- 1.32 **"METER"** means a set of integrating instruments used to measure, and / or record and store, the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes pre- payment meters;
- 1.33 **"MONTH"** in relation to billing of charges, means the English Calendar month or any period of thirty days;
- 1.34 **"OVERHEAD LINE"** means an electric line, which is placed above the ground and in the open air but does not include live rails of a traction system;
- 1.35 **"OCCUPIER"** means the person in occupation of the premises where electric energy is used or is proposed to be used;
- 1.36 **"PERSON"** shall include any Company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
- 1.37 **"POINT OF SUPPLY"** means the point at the outgoing terminals of the MSEDCL's cut outs fixed in the premises of the consumer;
Provided that, in case of HT Consumers, the point of supply means the point at the outgoing terminals of the MSEDCL's metering cubicle placed before such HT Consumer's apparatus;
Provided further that, in the absence of any metering cubicle or, where the metering is on the LT side of the HT installation, the point of supply shall be the incoming terminals of such HT Consumer's main switchgear;
- 1.38 **"PREMISES"** includes any land, building or structure;
- 1.39 **"REGULATIONS"** means Regulations prescribed or as may be prescribed by the Commission under the Act;

- 1.40** **"RULES"** means the Rules prescribed or as may be prescribed under the Act;
- 1.41** **"RURAL AREAS"** means any area or areas comprising a village or a group of villages, as defined under the Constitution (Seventy-Third Amendment) Act, 1992;
- 1.42** **"SANCTIONED LOAD"** means load in Kilo watt (kW) / Horse Power (HP) mutually agreed between the MSEDCL and the consumer;
- 1.43** **"SERVICE LINE"** means any electric supply line through which electricity is, or is intended to be, supplied-
- (a) to a single consumer either from a distributing main or immediately from the MSEDCL's premises; or
 - (b) from distributing main to a group of consumers on the same or contiguous premises supplied from the same point of the distributing main;
- 1.44** **"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 footway over any Public Bridge or Causeway;
- 1.45** **"TEMPORARY SUPPLY"** means supply of electricity for a temporary period, not exceeding two (2) years, as may be agreed between the MSEDCL and the applicant or as may be modified from time to time by MERC, in prevailing tariff order ;
- 1.46** **"TOWNS AND CITIES"** means areas other than Rural Areas;
- 1.47** **"VOLTAGE"** means difference of electric potential measured in volts between any two conductors or between any part of either conductor and the earth as measured by a suitable voltmeter and is said to be-
- "low"**, where the voltage does not exceed 250 volts
 - "medium"**, where the voltage does not exceed 650 volts;
 - "high"**, where the voltage does not exceed 33,000 volts;
 - "extra high"**, where the voltage exceeds 33,000 volts;

Under normal conditions however, subject to the percentage variation allowed by the Indian Electricity Rules, 1956 until the introduction of any Regulations for the same under the provisions of the Act;

NOTE :

Words or expressions used and not defined in these Conditions shall have the meanings assigned to them in the Act or the rules and regulations made there under;

Expressions used herein but not specifically defined in these Conditions or in the Act but defined under any law passed by a competent legislature and applicable to the electricity industry in the State shall have the meaning assigned to them in such law;

Subject to the above, expressions used herein but not specifically defined in these Conditions or in the Act or any law passed by a competent legislature shall have the meaning as is generally assigned in the electricity industry & the Bombay General Clauses Act, 1904, shall apply for the purpose of the present Conditions;

2. APPLICATION FOR POWER SUPPLY / ADDITIONAL POWER SUPPLY:

2.1 SUBMISSION OF APPLICATION

The person / Applicant who so ever desires to obtain Low Tension or High Tension power supply from the MSEDCL or whenever an existing consumer of the MSEDCL desires to have additional load / shifting of service line / extension of service or alteration of power supply or change of name / change of category, shall apply to the MSEDCL in the prescribed format;

The prescribed format of application "A – 1 FORM" (**ANNEXURE – A**) in Marathi and English shall be available free of cost at the MSEDCL's Office concerned with the operation & maintenance of the MSEDCL's Distribution System; (A - 1 forms are in colour codes as : Agricultural – Yellow, Industrial – Pink and residential and Others – White)

The prescribed format of application "A – 1 Form" shall also be available in downloadable format on the internet website of the MSEDCL;

The Applicant shall have to pay appropriate "Processing / Registration Fee" as per the Schedule of Charges approved or as may be approved by the Commission and a photo copy / duplicate copy of the money receipt of Processing/Registration fee is to be enclosed along with application form;

The Application Form in the prescribed format, duly filled in all respect, along with copies of all such No Objection Certificates / Permissions or Consents of different Statutory Authorities, as indicated in Application Form shall be accepted at any of the following offices of the MSEDCL, having geographical jurisdiction over the location where the Applicant desires power supply / additional power supply;

TYPE OF CONSUMER	CONCERNED OFFICE
1-phase domestic/non-domestic purpose	Section Office
3-phase domestic/non-domestic/general motive power, including public water supply and agricultural purpose	Section Office / Sub-Division Office
High Tension for any purpose	Circle Office

An applicant shall submit the Application Form personally or through his authorized representative. In case of HT consumer, the A-1 Form and its enclosures must be submitted in triplicate.

At the time of submission of the Application Form, the MSEDCL shall verify the contents of the Application Form & copies of the No Objection Certificates / Consents & Permissions of Statutory Authorities enclosed with the said Application and after satisfying the completeness of the Application, shall give dated acknowledgement of the same to the Applicant;

Unless the Act or the Rules & Regulations framed there under or any other Law for the time being in force requires otherwise, the MSEDCL shall release the power supply (new connection) in each tariff category, as far as practicable, on a "first come, first served" basis and if so desired by the Applicant / Consumer, by way of written request, the MSEDCL shall inform to the Applicant / Consumer the status of his Application and the reasons, if any, for non – disposal of his Application; **(ANNEXURE –B)**

In respect of such Applicants, having sanctioned load less than or equal to 50 kW (67 HP / 63 kVA), the Application Form submitted and accepted shall constitute the Agreement and these Applicants shall not be required to enter into any separate Agreement of power supply with the MSEDCL;

2.2 VERIFICATION OF DOCUMENTS:

- 2.2.1** At the time of submission of application MSEDCL may direct the Applicant / Consumer, who has applied for power supply or additional power supply to produce for verification, original copies of all such No Objection Certificates / Permission or Consents of Statutory Authorities;
- 2.2.2** The MSEDCL shall neither be responsible nor liable to ascertain the legality or adequacy of any of such certificates / permissions, which might have been submitted by the applicant / consumer along with the Application. Further it shall not verify the competency of the Authorities who so ever might have issued such certificates / permissions and shall believe such certificates / permissions to be sufficient & valid, unless proved to be contrary;
- 2.2.3** In the event, any of the Certificate / Permission / Consent as might have been submitted by the Applicant / Consumer along with the Application Form, is declared as fraudulent at later stage, the cost and consequences shall be borne by the applicant.
- 2.2.4** Whenever an Applicant / Consumer desires power supply / restoration of power supply for such premises, where previously the MSEDCL has already given the power supply, which has however been disconnected under Section 56 of the Act for the time being due to default of payment on account of the previous occupier of the said premises, the MSEDCL may permit the Applicant / Consumer to obtain power supply / restoration of power supply for such premises provided the Applicant / Consumer completes all such formalities as may be required as per Section 56(2) of the Act including any other charges payable in accordance with the agreement of power supply, is paid by the Applicant / Consumer. Where the disconnection of supply was made as per the provisions of respective Act (i.e. The Indian Electricity Act 1910, Electricity (Supply) Act 1948) restoration of such disconnection shall be governed by the appropriate Act & the Rules and the Regulations framed there under.
- 2.2.5** MSEDCL shall not permit any Applicant / Consumer to have two or more independent power supply connections for an identical purpose in one common premise. In case the Applicant / Consumer intends to use the power supply in a common premise for two different purposes, like Domestic along with Non – Domestic or General Motive Power along with Non – Domestic, etc.; the Applicant / Consumer may separately apply for independent power supply for each of such purposes, which the MSEDCL may permit provided release of such two connections to one common premise for different purposes is found technically feasible.

2.2.6 Whenever an Applicant / Consumer is permitted two or more than two separate & independent power supply connections to one common premise, but for different purposes, all such connections shall be liable for action under Section 126 of the act, if subsequently it is noticed that the respective power supply thus obtained is being used for purpose other than authorized. Such act on the part of the Applicant / Consumer shall be treated as "Un-authorized Use of Electricity" and such Applicant / Consumer shall be liable for proceedings as have been prescribed under Section 126 of the Act;

2.2.7 The MSEDCL, if so desired by the Applicant / Consumer, may consider to provide two alternate sources of power supply to one & the same premise of the Applicant / Consumer, so as to facilitate the Applicant / Consumer to obtain power supply from any of the two alternate sources of power supply, in case of interruption in power supply from either of the said two alternate sources, provided such arrangement is technically feasible and further provided that the Applicant / Consumer has installed a suitable "Change Over Switch" of appropriate rating and has taken all such safety measures as may be necessary; however MSEDCL may withdraw such facility, if it interferes with any directives of the Commission (including implementation of the load shedding). This facility will be extended at the sole discretion of MSEDCL.

2.2.8 The Applicant / Consumer, who so ever desires to have power supply from two alternate sources of power supply to his one & the same premise, shall be liable to pay all such reasonable charges as per the schedule of charges approved by the Commission, to the MSEDCL in this regard;

2.3 POWER SUPPLY ON SUBMISSION OF PERMISSIONS etc. AND THE PAYMENT OF CHARGES:

2.3.1 An application shall be deemed to be received and registered for release of supply on the date of receipt of the duly completed application containing all the necessary information / documents in accordance with the provisions herein above, payment of all approved charges as per the "Schedule of Charges" as approved or as may be approved by the Commission from time to time, availability of suitable piece of land or room in accordance with the provisions of these Conditions of Supply & Maharashtra Electricity Regulatory Commission (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005 and all consents / permissions as may be required under any Law for the time being in force;

3. PROCESSING OF APPLICATION:

3.1 Inspection of Premises

3.1.1 Upon receipt of an Application, complete in all respect as per the provisions of the Conditions of Supply, the MSEDCL shall conduct the study of technical requirement for giving power supply and inspect the premises, to which supply is to be given, with prior intimation to the Applicant / Consumer to remain present at the time of inspection of the premises; **(ANNEXURE – C)**

3.1.2 During the joint inspection of premises, the MSEDCL's Authorized Representative, after considering the suggestions made by the Applicant / Consumer and according to the requirement of MSEDCL, shall decide the position of mains, cutouts or circuit breakers & meters, such that the service position shall normally be at an accessible location and the meter shall be fixed at a height so as to enable convenient reading of meter and to protect the meter from adverse weather conditions;

3.1.3 The MSEDCL shall complete the inspection of the premises related to an application for power supply of electricity, not later than seven days from the date of submission of such application for power supply in towns & cities and within ten days from the date of submission of such application for power supply in rural areas;

3.2 CONDITION FOR SANCTION OF LOAD & EXECUTION OF WORK:

3.2.1 After an inspection of the premises, related to an application for power supply, is carried out, the MSEDCL shall intimate the Applicant / Consumer the details of any works that are required to be undertaken, the charges to be borne by the Applicant / Consumer, thereon in accordance with the "Schedule of Charges" as approved or as may be approved by the Commission from time to time, and list of outstanding documents, if any, including No Objection Certificates / Consents or statutory Permissions required to be obtained by the Applicant / Consumer;

3.2.2 Whenever the provisions of these Conditions of Supply requires to give power supply to any Applicant / Consumer on EHV (for loads exceeding 5,000 kVA), the MSEDCL shall within seven days from the date of inspection of the premises, forward the Application for such power supply to the "Transmission Licensee" and after receipt of intimation from the "Transmission Licensee" about the technical feasibility of giving power supply to the Applicant / Consumer, shall inform the Applicant / Consumer the details of any works that are required to be undertaken, the charges to be borne by the Applicant / Consumer thereon in accordance with the

“Schedule of Charges” as approved or as may be approved / revised by the Commission from time to time, and list of outstanding documents, if any, including No Objection Certificates / Consents or Statutory Permissions required to be obtained by the Applicant / Consumer;

Provided however that the time period required by the Transmission Licensee in responding to the MSEDCL’s reference shall be excluded while determining the time required by the MSEDCL for releasing the power supply;

3.2.3 After receipt of the intimation about the details of the works to be carried out & charges to be paid, the Applicant / Consumer shall simultaneously complete wiring of his premises through a licensed electrical contractor and shall submit licensed electrical contractor’s completion certificate to the MSEDCL, in the prescribed format **(ANNEXURE – D)**;

3.2.4 Where, in the opinion of the MSEDCL, the provision of power supply requires installation of a distribution transformer within the applicants premises related to an application of power supply, the Applicant / Consumer shall make available to the MSEDCL, by way of lease for the period for which supply is given to the premises, a suitable piece of land or a suitable room within such premises for the installation of a distribution transformer. Provided that the terms and conditions for such lease of land or room shall be mutually agreed between the MSEDCL and the applicant having regard to prevailing market rates; provided further that making available suitable piece of land / suitable room shall be a Condition necessary for final processing of the application.

3.2.5 Upon receipt of a duly completed application, accompanied with required charges and availability of suitable piece of land or room as required, the MSEDCL shall sanction & carry out or permit the applicant to carry out the works to give power supply to the Applicant; **(ANNEXURE – E)**;

4. RECOVERY OF CHARGES:

Though the general guidelines are given below, the recovery of charges will be governed by the circulars issued by MSEDCL from time to time.

4.1 MSEDCL is authorized to recover charges for the supply of electricity, from any person requiring such supply, in accordance with the provisions of the Act and the Maharashtra Electricity Regulatory Commission (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005 and these charges include-

- (a) Recovery of expenses as may be reasonably incurred by the MSEDCL in providing electric line or electric plant, etc used for the purpose of giving supply; in accordance with condition 4.2 below and at the rates as per schedule of charges and
- (b) Charges for electricity supplied by the MSEDCL in accordance with such tariffs as may be fixed from time to time by the Commission;

4.2 RECOVERY OF EXPENSES FOR GIVING SUPPLY:

- 4.2.1** The MSEDCL shall recover the expenses as may be reasonably incurred for the purpose of giving power supply, in accordance with the principles contained in Electricity Supply Code Regulations and based on the rates contained in the "Schedule of Charges" as approved by the Commission or as may be approved / revised by the Commission from time to time or as decided by MSEDCL, as the case may be.
- 4.2.2** Where the provision of power supply to an Applicant / Consumer entails works of laying service line from the distributing main to the premises of the Applicant / Consumer, the MSEDCL shall recover all expenses reasonably incurred on such works from the Applicant / Consumer, based on the "Schedule of Charges" as approved by the Commission or as may be approved / revised by the Commission from time to time or as decided by MSEDCL.
- 4.2.3** The MSEDCL shall be entitled to use such service line to provide power supply to any Applicant / Consumer, other than the Applicant / Consumer who has already paid the entire expenses for laying of the said service line, provided such arrangement of tapping the already laid service line is not detrimental to the supply given to the original Applicant / Consumer. However, the MSEDCL shall recover all such charges from the subsequent Applicant / Consumer as may have been prescribed or as may be prescribed in the "Schedule of Charges";
- 4.2.4** Where the provision of power supply to an Applicant / Consumer requires works of installation of dedicated distribution facilities, the MSEDCL shall recover all expenses reasonably incurred on such works from the Applicant / Consumer, based on the "Schedule of Charges" as approved by the Commission or as may be approved / revised by the Commission from time to time or as decided by MSEDCL.
- 4.2.5** The Applicant / Consumer, who so ever has paid all the expenses for dedicated distribution facilities, shall have an option, at the time of termination of the Agreement or Permanent discontinuance of power supply, as the case may be, to claim refund of the depreciated book value of such dedicated distribution facilities or if the said dedicated distribution facilities have been provided by the Applicant / Consumer, then the

Applicant / Consumer can retain the same. However where the discontinuance of supply is on account of the consumers failure to pay any sum under section 56 of the Act, the MSEDCL, in addition to the rights available under that section, shall be entitled to adjust such sums due from the depreciated value of facilities to which the consumer is entitled or to retain facilities of such depreciated value as to cover such sums due from such consumer to the MSEDCL;

4.2.6 In case the consumer opts for the former option mentioned in 4.2.5, the MSEDCL shall deduct the depreciation for the material & equipments installed by the MSEDCL at the rate as given in Depreciation Schedule (Annexure-I) of MERC (Terms & Conditions of Tariff) Regulations, 2005;

4.2.7 As per Regulation 3.3.4 of Supply Code, whenever the MSEDCL is required to augment the capacity of the existing distribution network for providing power supply to an Applicant / Consumer, which would neither include laying of service line (Condition No.4.2.2) nor works of dedicated distribution facilities (Condition No. 4.2.4), the MSEDCL shall recover from the Applicant / Consumer all such expenses reasonably incurred for augmentation of the capacity of the existing distribution system, as may be necessary for providing power supply / additional power supply to the Applicant / Consumer.

However, in case the load applied by the Applicant / Consumer is less than 25% of the total capacity augmentation being created by the MSEDCL, then in such circumstances the Applicant shall be exempted from payment of expenses as may be incurred by the MSEDCL for capacity augmentation. The Applicant shall however be required to pay all such normative charges based on the "Schedule of Charges" as approved by the Commission or as may be approved / revised by the Commission from time to time or as decided by MSEDCL.

4.2.8 The MSEDCL may permit the Applicant / Consumer to carry out the work, either of the laying of the service line, creation of the dedicated distribution facilities, capacity augmentation of the existing distribution system, or any such other works for providing power supply, as the case may be, through licensed electrical contractor and shall not recover from the Applicant / Consumer the expenses relating to such portion of works so carried out by the Applicant / Consumer, except the charges for supervision undertaken by the MSEDCL at the rate as specified in schedule of charges by the Commission or decided by MSEDCL.

4.2.9 Except in the case of the dedicated distribution facilities, the entire work carried out for providing power supply to the Applicant / Consumer, notwithstanding the full cost or a portion of cost has been paid by the Applicant / Consumer, shall be owned by the MSEDCL & shall remain as property of the MSEDCL and including the dedicated distribution facilities,

shall be maintained by the MSEDCL for the purpose of giving power supply to the Applicant / Consumer over the period of such power supply;

4.2.9.1 In case the Applicant / Consumer opts to carry out the work required for providing such power supply through his licensed electrical contractor-

- a) The Applicant / Consumer shall be required to carry out such work strictly as per the specifications / drawings as may be prescribed by MSEDCL;
- b) The Applicant / Consumer shall strictly follow the standard practice of construction as may be prescribed by the MSEDCL;

4.3 CHARGES FOR ELECTRICITY SUPPLIED BY THE MSEDCL:

4.3.1 The MSEDCL is authorized to recover charges for the electricity supplied by the MSEDCL to the consumer, which shall be in accordance with the tariff determined by the Commission from time to time;

4.3.2 The MSEDCL is also authorized to recover such surcharge & charges for wheeling as may be specified under the provisions of Sub – Section (2) & Sub – Section (3) of Section 42 of the Act and such additional surcharge as may be specified under the provisions of Sub – Section (4) of Section 42 of the Act;

4.3.3 Unless otherwise specified, all HT & LT charges refer to one point of supply and each separate establishment shall be given separate point of supply;

4.3.4 The charges for electricity supplied may include a fixed charge in addition to a charge for actual electricity supplied, in accordance with the terms & conditions of tariff as may be specified;

4.3.5 In addition to the charges fixed by the Commission, the consumers shall be required to pay to the MSEDCL all taxes, duties & other statutory charges as may be required under any law for the time being in force;

4.3.6 When power supply to a consumer is released in the middle of a month, then in the first billing month after release of power supply, the "Fixed Charges" / "Demand Charges" or any other similar fixed charge shall be levied on pro – rata basis, only for such number of days for which the power supply is given during the said billing month, similarly the energy consumption during the first billing month shall also be charged on pro – rata basis under various blocks / slabs of tariff;

5. PERIOD OF GIVING POWER SUPPLY:

- 5.1** The MSEDCL, on an application by an Applicant / Consumer, shall give power supply within the period mentioned in 5.2 below after receipt of the application requiring for such power supply and every application shall be deemed to be received on the date of receipt of the duly completed application in accordance with condition 2.3.1 mentioned in these conditions of supply;
- 5.2** The MSEDCL shall follow the following schedule of activities for release of power supply in response to an application for power supply / additional power supply:

ACTIVITY	IN TOWNS & CITIES	IN RURAL AREAS
Inspection of premises	Within seven days from the date of receipt of application	Within ten days from the date of receipt of application
Intimation of Charges to be borne by applicant	Within fifteen days from the date of receipt of application in case connection is to be given from existing network and within 30 days if augmentation of distribution system is required	Within twenty days from the date of receipt of application in case connection is to be given from existing network and within 30 days if augmentation of distribution system is required
Release of power supply when the power supply is to be given from the existing network	Within thirty days from the date of receipt of completed application	Within thirty days from the date of receipt of completed application
Release of power supply where extension or augmentation of distributing mains is required	Within three months from the date of receipt of complete application	Within three months from the date of receipt of complete application
Release of power supply where commissioning of sub-station is required	Within one year from the date of receipt of complete application	Within one year from the date of receipt of complete application

6. QUALITY OF SUPPLY & SYSTEM OF SUPPLY

6.1 The MSEDCL, except with the written consent of the consumer or with previous sanction of the Commission, shall take all precautions to maintain the voltage at the point of supply at the appropriate declared level and shall further take all precautions to restrict the variation in the voltage from the declared voltage at the point of supply-

- a) not more than 6% in the case of low & medium voltage;
- b) not more than 6% on the higher side or more than 9% on the lower side in the case of high voltage;
- c) not more than 10% on the higher side or by more than 12.5% on the lower side in the case of extra – high voltage;

6.2 The MSEDCL, and the consumer wherever he is required to do so as per the IE Act / Rules made there under, shall take all precautions to maintain the harmonics level at the point of supply in accordance with that prescribed by the IEEE STD 519 – 1992, namely "IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems" and corresponding standards as may be specified in accordance with the Clause (c) of Sub – Section (2) of Section 185 of the Act;

6.3 Except where otherwise previously approved by Central Electricity Authority (CEA), the MSEDCL, shall give power supply on the following systems, namely-

- a) **Low Voltage** – Alternating current, single phase, 50 cycles;
- b) **Medium Voltage** – Alternating current, three phase, 50 cycles;
- c) **High Voltage** – Alternating current, three phase, 50 cycles

6.4 Except where otherwise previously approved by CEA, the classification of the installations shall be as follows:

6.4.1 A. C. System:

6.4.1.1 Two wire, single phase, 240 volts – general supply not exceeding 40 amperes;

6.4.1.2 Four wire, three phase, 240 volts between phase wires and neutral – General supply exceeding 40 amperes and sanctioned load not exceeding 80 kW / 100 kVA(107 HP) in all areas, except in Municipal Corporation Areas where such limit would be 150 kW / 187 kVA(201 HP);

6.4.1.3 Three phase, 50 cycles, 11 kV / 22 kV – All installations with Contract Demand above 80 kW / 100 kVA(107 HP) in all areas, except in Municipal Corporation Areas where such limit would be 150 kW / 187 kVA(201 HP) and up to 1,500 kVA;

- 6.4.1.4** Three phase, 50 cycles, 22 kV – All installations with Contract Demand above 1,500 kVA and up to 3,000 kVA;
- 6.4.1.5** Three phase, 50 cycles, 33 kV – All installations with Contract Demand above 1,500 kVA and up to 5,000 kVA;
- 6.4.1.6** Three phase, 50 cycles, extra – high voltage – All installations with Contract Demand above 5,000 kVA;

7. GENERAL WIRING CONDITIONS

7.1 MAINS:

The consumer's main shall in all cases be brought back to the MSEDCL's commencement of point of supply and sufficient cable shall be provided for connecting with the MSEDCL's apparatus;

7.2 SWITCHES & FUSES:

The consumer shall provide proper linked quick break main switches of requisite capacity and a single pole fuse or Miniature Circuit Breaker of requisite capacity to carry & break current in each conductor except the neutral conductor as near as possible to the point of supply;

As per clause 61(A) of IE Rules, 1956, where the applied or sanctioned load is 5 kW or more, the consumer should provide earth leakage protective device of suitable capacity so as to disconnect the supply instantly on the occurrence of earth fault or leakage of current.

All the switches in the consumer's premises shall be on the live wire & no single pole, cut – off switch shall remain inserted in any neutral conductor;

7.3 BALANCE OF INSTALLATION:

If connected load (3-phase) of any installation exceeds 40 amperes at 240 volts, the installation shall be wired on the group system, separate neutral wires being brought back in each case to the MSEDCL's point of supply. An approved type of double pole switch shall control each main circuit. The lamps, fans or any other apparatus of which the installation consists of shall be so grouped that under normal working conditions the current will be balanced among three phase wires.

7.4 LOW & MEDIUM VOLTAGE:

With medium voltage supply, i.e. above 250 volts and up to 650 volts, the MSEDCL's meter and service cut-outs shall be enclosed in a strong teakwood box suitably ventilated and provided with a hasp, staple and lock. All wires between which a difference of potential of over 250 volts exists shall be made inaccessible to unauthorized persons or enclosed in an earthed metallic casing or conduit. A "Caution" Board painted in Marathi, Hindi or English and local language of the district with a sign of skull and bones shall be fixed thereto.

7.5 AERIAL MAINS:

In order to save the expense of a long underground service on private property, a consumer may, with the licensee's, approval erect a pillar on that portion of his property which is nearest to the licensee's supply mains into which the service shall be laid and from which consumer shall run over-head mains to his premises. These over-head mains shall constitute a portion of his installation and shall be laid in compliance with the Indian Electricity Rules in force from time to time. An efficient choking coil and lightning arrester may be fixed at the commencement of the over-head line at the consumer's cost should he desire the same, as an additional protection for his installation.

7.6 EARTHING:

7.6.1 Gas or water pipes shall on no account be used for earthing purposes. Consumer's earthing system shall be properly bonded at all points and connected to MSEDCL's earthed terminal near the point of supply in accordance to rule 33 of IE Rule, 1956.

Provided that in case of medium, high or extra high voltage installation the consumer shall, in addition to MSEDCL's earthing arrangement, provide his own earthing system with an independent electrode.

Domestic heating and cooking:- A special circuit for heating and cooking shall be run from the licensee's point of supply. Wall plugs used on these circuits shall be of three pin type, the third pin being an earth connection. Two pin plugs or lighting sockets shall not be allowed. All appliances used in the bathroom for heating or washing purposes or in any damp location must be effectively earthed

7.6.2 PLUGS:

All Plugs shall be switched on the live wires;

Wall Plugs shall be of three pin type, the third pin shall be connected to "earth";

Two Pin plugs or lighting sockets shall not be permitted;

Wiring:- Single lead shall not be allowed to be run separately in iron conduit. It is recommended that where wiring is likely to be exposed to weather, PVC armoured cable may be used for safety and longer life.

7.6.3 A. C. MOTOR INSTALLATION:

Motors shall be provided with control gear fitted with no-volt release and fuses (overload release) so as to prevent satisfactorily the maximum current demand from the consumer's installation exceeding the limits given in the following schedule at any time under all possible conditions.

NATURE OF SUPPLY	SIZE OF INSTALLATION	LIMIT OF MAXIMUM CURRENT DEMANDED
Single Phase	Upto and including 1 BHP.	Six times full load current.
Three Phase	Above 1 BHP and upto and including 10 BHP	Three times full load current.
	Above 10 BHP and upto and including 15 BHP	Twice full load current.
	Above 15 BHP	One and a half times full load current

Each three phase motor shall be protected by an iron clad triple pole linked switch. Wiring for motors shall be run with all 3-phase wires bunched in a single metallic conduit, which shall be efficiently earthed throughout and connected to the frame of the motor from which two separate earth wires of adequate size shall be run. The minimum size of the earth wire permitted is 14 SWG. All motor wiring shall conform to the standards specified in the I. E. Rules, 1956 until the introduction of any rules or regulations for the same under the provisions of the Act.

Motors above 1 BHP shall be wound for 3-phase, 415 volts between phases.

As per Rule 27 of IE Rule, 1956, failure to comply with these regulations will render the consumer liable to disconnection from the supply on account of interference with the supply to other consumers.

8. POWER SUPPLY OF TEMPORARY NATURE:

If so desired, the MSEDCL shall permit the Applicant / Consumer to obtain power supply of temporary nature, the period of which shall not exceed two years and such permission shall be given for purposes, which shall be exclusively temporary in nature as defined in 2.1.(V) of supply code or as may be modified from time to time by MERC , in prevailing Tariff Order.

- 8.1** Where an applicant requires temporary supply then, the MSEDCL shall be authorized to recover from the Applicant / Consumer all expenses reasonably incurred for the purpose of giving such temporary power supply and also for the purpose of discontinuance of such temporary power supply.

Provided that where the works relating to such temporary supply are carried out by the MSEDCL and paid for by the person requiring such temporary supply then such person shall receive credit for the depreciated value of such works as per the rates specified in the Annexure-I of the MERC (Term and Conditions of Tariff) Regulations, 2005 at the time of discontinuance of such temporary supply and return of facilities to MSEDCL.

Provided however that where the works relating to such temporary supply are carried out by the person requiring such temporary supply, then such person shall be entitled to retain such works at the time of discontinuance of such temporary supply;

- 8.2** The MSEDCL shall charge for such temporary power supply, in accordance with such tariff as may be determined by the Commission from time to time;

9. MSEDCL'S SUPPLY MAINS AND APPARATUS:

- 9.1** Except where the consumer elects to purchase a meter, the MSEDCL shall provide its own meter to all L.T. consumers and shall provide HT metering cubicle to all HT consumers, which shall remain the property of the MSEDCL and in no circumstances, shall be operated, handled or removed by any person other than the employee and / or representative of the MSEDCL. Likewise, the seals, name plates or the distinguishing identification marks / serial numbers, etc. affixed by the MSEDCL on the said property in no circumstances shall be interfered with or removed or broken or erased or tampered with except by the employee and / or authorized representative of the MSEDCL in presence of consumer or his representative;

- 9.2** The MSEDCL shall recover compensation from the consumer for any damage caused to the mains, equipment, apparatus or any other MSEDCL's property placed in the consumer's premises, occasioned by any act, neglect or default on the part of the consumer or his servants or persons employed by him and shall also recover penalty prescribed or as may be permissible under the prevailing Laws for continued unauthorized interference with the MSEDCL's property or seals;

9.3 The MSEDCL shall not be responsible for any damage to the meter installed in the premises of the consumer on account of any reason / reasons. In case of burnt meter, it shall be replaced by MSEDCL and supply restored to the consumer provided that the MSEDCL may recover the price of the meter from the consumer, as approved from time to time by the Commission.

10. WIRING ON CONSUMER'S PREMISES:

10.1 For the protection of the consumer and the public in general, it shall be binding on every consumer to ensure that the wiring on the consumer's premises conforms to the Indian Electricity Rules, 1956, codes of practice recommended by Bureau of Indian Standards or such other rules as may be specified by CEA.

10.2 The consumer shall further ensure that the wiring on the consumer's premises further conforms to the rules of the Fire Insurance Company in terms of which the Building / Premises are insured and shall carry out the same only from a licensed electrical contractor;

10.3 As required under the Rule 45 of the Indian Electricity Rules, 1956 (or any such other Rules as may be prescribed / specified under the Act), no electrical installation work (including additions, alterations, repairs and adjustment to existing installations), except replacement of lamps, fans, fuses, switches or other components, which in no way alters the capacity & characteristic of the installation, shall be carried out upon the premises on behalf of the consumer, except by a licensed electrical contractor, duly authorized by the Government in this behalf. Any person / consumer committing breach of the said Rule 45 of the Indian Electricity Rules, 1956, (or any such other Rules as may be prescribed / specified in this regard under the Act), shall be liable for punishment under Rule 139 of the said Rules (or any such other Rules as may be prescribed / specified in this regard under the Act);

10.4 Whenever any conductor in the premises of the consumer is to be connected with the MSEDCL's system, the consumer shall always ensure that the provisions of the Rule 32 of the Indian Electricity Rules (or any such other Rules as may be prescribed / specified in this regard under the Act), are duly complied with and shall not insert any cutout, link or switch other than the linked switch arranged to operate simultaneously the earth & the live conductor;

10.5 The Applicants / Consumers obtaining power supply for such premises / buildings having a height of more than 15 meters shall ensure that the provisions of the Rule 50 – A of the Indian Electricity Rules, 1956 (or any such other Rules as may be prescribed / specified in this regard under the Act) are duly complied with and shall further ensure that the wiring on such premises is duly tested as per the provisions of the Rule 47 of the Indian Electricity Rules, 1956 (or any such other Rules as may be prescribed / specified in this regard under the Act);

11. CONSUMER'S APPARATUS:

11.1 LOW TENSION CONSUMERS:

In case of L. T. consumers, the consumer shall have to provide M. C. B. / linked quick break main switches and main fuses on each pole other than the earth neutral, which shall be provided within one metre of the meter or at such other position as may be approved by the MSEDCL;

11.2 HIGH TENSION CONSUMERS:

11.2.1 For loads up to 1,000 kVA, the consumer shall provide fast acting expulsion type D. O. cutout with fast acting fuse elements having high rupturing capacity fuses of prescribed grade and quality along with Air Break Switch on H. T. side, conforming to the relevant Indian Standards.

11.2.2 For loads more than 1,000 kVA and up to & including 1500 kVA on 11 kV /up to & including 3,000 kVA on 22 kV and up to & including 5,000 kVA on 33 kV, the consumers shall provide O. C. B. / V. C. B. / A. C. B/SF6 C.B.;

11.2.3 The consumer shall install suitable circuit breakers on the supply side, having automatic overload protective device, which shall be so adjusted that the same operates before the overload protective devices in the MSEDCL's terminal cubicle and such circuit breakers shall have sufficient rupturing capacity, to protect consumer's installation under short circuit conditions. The consumer shall install suitable circuit breakers of specifications, conforming to the relevant I.S., on the L. T. side of the transformer on each feeder;

12. APPROVAL OF CONSUMER'S INSTALLATION:

12.1 The MSEDCL's authorized engineer shall inspect & approve the wiring and apparatus in case of L. T. consumers and transformers, switchgears, other electrical equipment in case of all H. T. consumers before the same are connected to the MSEDCL's system. In addition, all H. T. consumers shall produce and submit approval of the concerned Electrical Inspector about the H. T. installation;

12.2 The MSEDCL shall, in writing, notify to the consumer the details of defects, if any, noticed during the inspection and power supply shall not be released unless the defects in the installation are duly rectified and completion certificate along with Test Report, duly signed by the consumer's licensed electrical contractor is submitted by the consumer.

13. INSPECTION & TESTING:

13.1 L. T. CONSUMER'S INSTALLATION:

13.1.1 The MSEDCL shall, after receipt of the Test Report of the consumer's licensed electrical contractor, inform the consumer the date & time when the MSEDCL's authorized representative shall visit the premises of the consumer for inspection & testing of consumer's installation and the consumer shall ensure that the authorized representative of the licensed electrical contractor, qualified & employed by such licensed electrical contractor, remains present at the time of such inspection & testing of the consumer's installation and further provides all such information concerning the installation;

13.1.2 The MSEDCL shall take / conduct insulation test of the consumer's installation only after the consumer's installation wiring is complete in all respect and all fittings, like lamps, fans, motors, other machinery, etc; have been connected, all switches are closed and fuses inserted before the inspection / testing is carried out & the MSEDCL shall test the insulation resistance of the consumer's installation to earth from the installation side of the MSEDCL's terminals;

13.1.3 The MSEDCL shall determine the insulation between the consumer's installation and the earth, by applying a pressure of 500 volts DC for one minute and if such insulation resistance is less than 1 Mega ohms or as specified in the relevant IS for low and medium voltage consumers, MSEDCL shall not permit release of supply;

13.1.4 The MSEDCL, if it is found during the inspection / testing of the consumer's installation that the release of power supply may cause leakage from the conductors & fittings exceeding one – five thousandth part of the maximum current supplied to the consumer's premises, shall not permit release of power supply and may direct the consumer to rectify the defect / discrepancy;

13.1.5 The MSEDCL shall not release power supply to any Applicant / Consumer, unless the installation is inspected & tested by the MSEDCL & found satisfactory. The MSEDCL shall not charge for the first inspection / testing of the consumer's installation, however, on occasion of subsequent inspection / testing of the consumer's installation before power supply is released, for any reason, like detection of any fault in consumer's installation, absence of authorized representative of the consumer's licensed electrical contractor, etc.; the MSEDCL shall recover such cost from the consumer based on the "Schedule of Charges" as approved or as may be approved by the Commission from time to time;

13.2 H. T. CONSUMER'S INSTALLATION:

The MSEDCL shall test the H. T. consumer's installation only after the consumer has produced the approval / test certificate from the concerned Electrical Inspector and in the process, the MSEDCL may test the installation. The insulation resistance shall be as prescribed by Rules framed under EA 2003 or as may be necessary (technical necessity or safety consideration) as specified in relevant Rules. MSEDCL shall not connect the consumer's installation for supply if above condition is not satisfied.

14. EXTENSION AND ALTERATIONS:

14.1 The consumer should apply to the MSEDCL for any variation in sanctioned load/ contract demand resulting out of any alterations/extensions of gadgets/appliances in his premises. The MSEDCL shall investigate the requirements of the consumer and where such variation in sanction load entails any works, MSEDCL may recover expenses relating thereto, based on the rates as per the relevant load slab specified in the schedule of charges approved by the Commission.

Provided that any dispute with regard to the need for and extent of any such works pursuant to an application for variation in contract demand /sanctioned load shall be dealt in accordance with procedures set out in the Grievance Redressal Regulations.

14.2 The MSEDCL shall inspect and test the installation and permit the connection of additional supply. For the duration of the period in which alterations or additions are being executed, supply to the circuit, which is being altered or added, shall be entirely disconnected until it has been tested and approved by MSEDCL.

15. FAILURE OF SUPPLY:

The MSEDCL shall take all reasonable measures to ensure continuity, quality & reliability of supply of power to the consumer, except where MSEDCL is prevented from doing so by cyclone, floods, storms or such occurrences beyond MSEDCL's control. The MSEDCL shall ensure the continuity of power supply within a time period as specified in Appendix 'A' of MERC (Standard of Performance) Regulations, 2005.

The MSEDCL shall be entitled for reasons of testing or maintenance or any other sufficient cause for its efficient working, to temporarily discontinue the supply for such periods, as may be necessary, subject to providing advance public notice in this behalf.

16. ACCESS TO CONSUMER'S PREMISES AND APPARATUS:

16.1 Without prejudice to the provisions contained in Part XII, XIV and section 163 of the act and Regulation 8 of Electricity Supply Code, the authorized employees / representatives of the MSEDCL shall not seek entry into the consumer's premises beyond point of supply;

16.2 The authorized employees of the MSEDCL or the employees of the franchisee who are duly authorized by MSEDCL are entitled by statute (as provided in Regulation 8 of Supply Code) at all reasonable times to enter upon the premises of the consumer to which energy is supplied for the purpose of inspecting and reading meters and other purposes connected with apparatus belonging to the MSEDCL/Supplier on the consumer's premises and maintenance of supply to the consumer;

17. AGREEMENT:

17.1 Every Applicant / Consumer, except such Applicants / Consumers having sanctioned load not less than fifty kilo watts (67 HP / 63 kilo volt amperes), shall execute an Agreement with the MSEDCL, for obtaining a new connection, change of name and enhancement of sanctioned load as per the format annexed as ANNEXURE – F to these Conditions; which the MSEDCL shall also make freely available on the MSEDCL's internet website in downloadable format;

- 17.2** In absence of execution of fresh agreement or amendment to the existing agreement in case of change of name, increase or reduction of sanctioned load / contract Demand, etc; the exchange of letters / documents between the MSEDCL and the Applicant / Consumer shall be treated as part & parcel of the existing agreement of power supply subject to changes as provided in the conditions of supply (prospectively only);
- 17.3** The agreement shall be deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period of more than 6 months. Provided that the termination of agreement is without prejudice to the rights of the MSEDCL under the Act for recovery of any amounts due under the agreement. A consumer may terminate the Agreement after giving a notice of thirty days to the MSEDCL.
- 17.4** The MSEDCL, as per Supply Code Regulation No. 6.7, within clear fourteen (14) days from the date of receipt of notice of termination of the agreement of supply from the consumer, shall inform the consumer the amount, either payable by (including past arrears, if any) or refundable to the consumer as a consequence of the termination of the agreement;
- 17.5** The consumer at no time, without the previous consent of the MSEDCL, shall assign, transfer or part with the benefits of the agreement, along with its rights & liabilities, to any other person nor the consumer shall, in any manner, create any separate interest there under;
- 17.6** If so desired by the Applicant / Consumer, the MSEDCL may consider to sanction the Load, to be released in phased manner and in such cases, the Agreement shall however be initially executed for the load to be released in the first stage and shall have a suitable provision of automatic amendment to the relevant provisions of such agreement depending upon the further stages of load already sanctioned & such phased load shall be deemed to be released on the dates mentioned in the Agreement;
- 17.7** Whenever an Applicant / Consumer who has executed an Agreement with the MSEDCL in respect of release of load in phased manner, desires to forgo the load already sanctioned but not released so far or desires to have deferment for the said additional load, shall give an intimation of the same, minimum 90 days in advance and the MSEDCL shall accordingly treat the said future load as either cancelled or deferred;

17.8 A consumer whose power supply has been disconnected by the MSEDCL for breach of any of the conditions of the MSEDCL's Conditions of supply or breach of the any of the conditions of the agreement of power supply or for neglecting to pay to the MSEDCL any charges for the electricity supplied by the MSEDCL or on account of failure to deposit with the MSEDCL amount of security deposit in accordance with the provisions of the Act and the Clause No. 10.5. of MERC Supply Code Regulation, dies or transfers, assigns, or otherwise dispenses with the undertaking or the premises to which electricity was being supplied by the MSEDCL, any person claiming to be heir, legal representative, transferee, assignee or successor of the defaulting consumer, with or without the consideration in any manner, shall be deemed to be liable to pay the entire up to date arrears of charges for the electricity supplied by the MSEDCL, including the arrears of security deposit or compensation, if any, and it shall be lawful for the MSEDCL to refuse to release the power supply or to restore the power supply or to give new electric connection to such person claiming to be the heir, legal representative, transferee, assignee or successor of the defaulting consumer, unless the amount of all such charges due & payable by the erstwhile defaulting consumer are duly paid or deposited with the MSEDCL;

17.9 Notwithstanding any thing contained in these Conditions of Supply or in the agreement executed by the consumer with the MSEDCL, the supply of electricity to the consumer under the said agreement of power supply shall be liable to be curtailed or staggered or cut off altogether, as may be ordered by the Commission or the Government, under any Law in force or any enactment, as amended from time to time, governing the supply & use of electricity and the Rules & Regulations for the time being in the force;

18. SECURITY DEPOSIT:

18.1 Every consumer, subject to the provisions of the Sub – Section (5) of section 47 of the Act, who has taken power supply from the MSEDCL, shall pay to the MSEDCL "Security Deposit" in accordance with the Sub – Section (1) of Section 47 of the Act;

18.2 The security deposit to be so paid by the consumer, for electricity supplied, shall be an equivalent of the average of three (3) months of billing or the billing cycle period, which ever is lesser;

18.3 For the purpose of determining the average billing as above, the average of the billing to the consumer for the last twelve months, or in cases where power supply has been provided for a shorter period, the average of billing of such shorter period shall be considered; provided if the consumer is a seasonal consumer, then only billing for the season for which consumer has used the power supply shall be considered;

18.4 The MSEDCL shall estimate the security deposit payable by a consumer at the time of commencement of power supply, based on the tariff category, sanctioned load / contract demand, load factor, diversity factor, average usage time (number of shifts), etc.;

18.5 In respect of H. T. consumers, the amount of security deposit payable shall be equivalent to the "Demand Charges" payable by the consumer as per the Contract Demand plus "Energy Charges" based on the average consumption during a month, which shall be a product of-

- (1) Contract Demand in kVA,
- (2) Average power factor- 90%
- (3) Number of shifts per day
- (4) Working hours per shift -7 hours
- (5) Working days per month- 25 days &
- (6) Load Factor – 80% for power intensive industries & 60% for balance industries;

This will be subject to change from time to time as may be decided by MERC or based on the actual billing pattern of the consumer.

18.6 In case of L. T. consumers, the security deposit payable at the time of commencement of power supply shall be equivalent to the "Fixed Charges" payable by the consumer as per the sanctioned load plus the "Energy Charges" based on the average energy consumption per kW of the sanctioned load of such consumer during a month with following parameters-

Consumer Category	Diversity Factor	Working Hours per day	Working days per month	Consumption per kW per month
Domestic	60%	6	30	108 units
Non – Domestic	75%	12	30	270 units
General Motive Power	75%	7 per shift	25	140
Other Motive Power consumers including Agricultural consumers	100%	6	25	150 units

- 18.7** The MSEDCL, once in each financial year, in the month of April / May, shall review the security deposit at the credit of every consumer vis-à-vis the average amount of energy bill over the previous year and with due regard to the revision in tariff, if any, during the intervening period and shall re-calculate the amount of security, based on actual billing, payable by every consumer;
- 18.8** In case the amount of security so re-calculated happens to be higher than the amount of security deposit at the credit of the consumer, the MSEDCL shall recover and the consumer shall pay additional security deposit as per the provisions of Electricity Supply Code, Regulation 2005;
- 18.9** Vice-a-versa, in case the amount of security so re-calculated happens to be less than the amount of security deposit at the credit of the consumer, the MSEDCL shall refund the excess amount of the security deposit, provided the amount of refund exceeds the higher of ten percent (10%) of the amount of security deposit required to be maintained by the consumer or Rs. Three Hundred;
- 18.10** The MSEDCL, unless requested by the consumer in writing for refund of excess amount of security deposit in cash, shall refund the excess amount of security deposit, by way of adjustment in subsequent three current energy bills, limited to maximum one – third of the amount of the energy bill and the balance of refund after such adjustment if any or, if the consumer has desired for refund in cash, then the MSEDCL shall refund the excess amount of security in a single payment, by way of a separate Cheque, within thirty (30) days;
- 18.11** Whenever the power supply of a consumer is disconnected permanently vis-à-vis agreement of power supply is terminated, MSEDCL shall first adjust the amount of security deposit at the credit of such consumer with the amounts due & payable by the consumer to the MSEDCL towards the charges for the electricity supplied and balance amount of the security deposit, if any, shall be refunded to the consumer within a period of ninety (90) days from the date of termination of the agreement;
- 18.12** All consumers shall pay the security deposit in cash (including cheque & D.D.) only, except such consumers, whose consumption of electricity per month is not less than 1,00,000 kilo watt-hours and do not have any undisputed arrears payable to the MSEDCL under section 56 of the Act, shall have an option to pay the security deposit either by way of cash or Irrevocable Letter of Credit or unconditional Bank Guarantee issued by a scheduled commercial bank; read with specific instructions issued in this behalf by the competent authority from time to time.

18.13 The MSEDCL shall pay interest on the amount of security deposited in cash by the consumer, at the rate equivalent to the bank rate of the Reserve Bank of India, provided the amount of security deposited by the consumer with the MSEDCL is equal to or more than Rs. Fifty and such interest shall be paid by the MSEDCL, by giving credit of said amount in the appropriate months bill, once in every financial year in the first quarter. This is subject to change as may be decided by MERC from time to time.

19. POWER FACTOR / HARMONICS:

19.1 It shall be obligatory for the consumer to maintain the average power factor in accordance with the relevant orders of the Commission.

19.2 It shall be obligatory for the HT consumers and the LT consumer (Industrial and Commercial only) to control the Harmonics of his load at levels prescribed by the IEEE STD 519-1992, and in accordance with the relevant Orders of the Commission.

19.3 MSEDCL may require the consumer within a reasonable time period, which shall not be less than three months, to take such effective measures so as to raise the average power factor or control harmonics of his installation to a value not less than such norm, in accordance with 19.1 and 19.2 above.

Provided that the MSEDCL, may charge penalty or provide incentives for low/high power factors and for harmonics, in accordance with relevant orders of the Commission.

20. CHANGE OF NAME / OWNERSHIP OF INSTALLATION:

20.1 The MSEDCL, in case of transfer of ownership or occupancy of a premises & upon an application in the standard format (**Annexure-A & G – Change of name forms X, Y, Z, and Simplified form for residential consumer**) by the transferee or the new owner / occupier of the said premises where the MSEDCL has already given power supply, shall transfer the electricity connection in the name of the transferee or the new owner / occupier of the said premises;

20.2 The MSEDCL shall consider such application of the transferee or the new owner / occupier of the said premises for transfer of electricity connection, provided such application is accompanied with a copy of the money receipt in respect of the "Process Fee" paid by the transferee or the new owner / occupier of the said premises based on the "Schedule of Charges" as approved or may be approved by the Commission from time to time;

- 20.3** The transferee or the new owner / occupier of the said premises shall, along with the application for transfer of electricity connection shall enclose Consent Letter in the standard format (**ANNEXURE-G**) of the transferor for transfer of the electricity connection in the name of transferee;
- 20.4** In the absence of such consent letter any of the following documents to establish that the transferee if owner / lawful occupier of the said premises, previously owned / occupied by the transferor;
- a) Proof of ownership of the premises;
 - b) Proof of Lawful occupancy of the premises;
 - c) In case of partition, the Partition Deed;
 - d) In case of purchase, the Purchase Deed or Agreement of Sale;
 - e) Succession Certificate;
 - f) If the premises are acquired through public auction, allotment letter from the competent authority;
- 20.5** In case the transferor has more than one legal heirs / successors and the transferee being one of the legal heirs / successors, consent letter in the standard format / an affidavit from all the remaining legal heirs / successors clearly stating their no objection for transfer of electricity connection in the name of the transferee or the new owner / occupier of the said premises (**Annexure- H**);
- 20.6** The MSEDCL, after receipt of such application for change of name, duly complete in all respect, shall examine the same and shall inform the decision thereon within the second billing cycle from the date of application;
- 20.7** If the MSEDCL is of the opinion that the proposed change of name of electricity connection cannot be permitted, the MSEDCL shall communicate the well-reasoned decision, but only after an opportunity is given to the Applicant to appear before the MSEDCL in person or through his authorized representative to make the submissions in support of the application;
- 20.8** Any charge of electricity or any sum other than the charge of electricity due to the MSEDCL, which remains unpaid by a deceased consumer or the previous owner / occupier of any premises, as the case may be, shall be a charge on the premises transmitted to the legal representatives / successors – in – law or transferred to the new owner / occupier of the premises, as the case may be, and the same shall be recoverable by the MSEDCL as due from such legal representatives or successors – in – law or new owner / occupier of the premises, as the case may be; except in the case of transfer of connection to a legal heir, the liabilities transferred shall be restricted to a maximum period of six months of the unpaid charges for electricity supplied to such premises.

21. METERS:

21.1 COST OF THE METER

21.1.1 The MSEDCL shall not approve power supply / release electric connection to any Applicant / Consumer without meter of an appropriate rating, suitable to record all such parameters as may be necessary for billing the charges and as per the specification laid down in CEA (Installation & Operation of Meters) Regulations, 2006;

21.1.2 Meter shall be provided by MSEDCL, except where the Applicant / Consumer elects to purchase the meter. If the consumer elects to purchase a meter, he can purchase it either from MSEDCL or from any supplier of appropriate meters in accordance with the specifications laid down by the Authority.

21.1.3 When the Applicant / Consumer opts to purchase the meter from supplier other than the MSEDCL, then the MSEDCL shall be entitled to test the meter for the correctness prior to installation.

21.1.4 When the Applicant / Consumer opts to purchase the meter from the MSEDCL, the Applicant / Consumer shall pay to the MSEDCL the cost of the meter based on the "Schedule of Charges" as approved or as may be approved by the Commission;

21.1.5 When the Applicant / Consumer does not opt to purchase the meter, either from the open market or from the MSEDCL, but desires to hire purchase the meter from the MSEDCL, the Applicant / Consumer shall pay to the MSEDCL security for the price of the meter in accordance with the provisions of the Clause (b) of Sub – Section (1) of Section 47 of the Act; which shall never exceed an amount equivalent to the price of the meter.

Provided that the MSEDCL shall pay to the consumer interest at a rate equivalent to the bank rate of Reserve Bank of India on the amount of security for the price of the meter.

21.1.6 The MSEDCL, to the extent possible, shall provide a weatherproof box / metering cubicle for housing the meter including other accessories like Current Transformer, Potential Transformer of appropriate capacity, etc.;

21.1.7 Except in the case of lost meter or burnt meter, the MSEDCL shall not be authorized to recover the price of the meter during the continuance of power supply to the consumer;

21.2 LOST METER:

21.2.1 A consumer whose meter is lost shall immediately lodge First Information Report with the appropriate Police station and then shall make a complaint to the MSEDCL regarding lost meter along with the copy of the First Information Report;

21.2.2 Power supply of a consumer whose meter is lost, if cut-off, shall be restored after installation of new meter, provided the consumer has paid price of the meter, the cost of other apparatus and any other applicable deposits & charges based on the "Schedule of Charges" as approved or as may be approved by the Commission,

21.2.3 The MSEDCL, for the period for which the meter was not available due to loss of meter, shall bill the consumer estimated electricity charges in the ensuing energy bill after power supply is restored to the consumer;

21.3 BURNT METER:

21.3.1 Where, upon a complaint by the consumer or inspection by the authorized representative of the MSEDCL, meter is found to be burnt, the MSEDCL shall recover the cost / price of the meter from the consumer, the cost of other apparatus and any other applicable deposits & charges based on the "Schedule of Charges" as approved or as may be approved by the Commission and shall restore the power supply after replacement of the meter within 24 hours in town and cities and 48 hours in rural areas and failing to do so, shall pay compensation as per Appendix-A of prevailing Standard of Performance regulations;

21.3.2 The MSEDCL, for the period for which the meter was not available due to burning of meter, shall bill the consumer estimated electricity charges in the ensuing energy bill after power supply is restored to the consumer;

21.4 INSTALLATION OF METER:

The MSEDCL shall install the meter at the point of supply in such a manner that it is easily accessible to the MSEDCL's employees / representatives for meter readings, inspection and other purposes. The meter once installed shall not be transferred or shifted from one location to another except in genuine cases where the cost towards shifting will be borne by the consumer as per the schedule of charges approved by the Commission.

21.5 READING OF METER:

21.5.1 The MSEDCL (employees or the authorized representative / agency appointed by the MSEDCL) shall take meter reading of all the consumers, unless otherwise specifically provided by the Commission, at least once in every two months, except agricultural consumers, in whose case the meter reading shall be taken once in every three months;

21.5.2 The MSEDCL (employees or the authorized representative / agency appointed by the MSEDCL) shall have easy access to the consumer's premises for meter reading at all reasonable time and the consumer shall extend all facility to the MSEDCL for meter reading, which the consumer can verify then & there;

21.6 BILLING IN ABSENCE OF METER READING:

21.6.1 In case, for any reason the meter is not accessible and hence not read during any billing period, the MSEDCL shall send an estimated bill to the consumer and the amount so paid by the consumer towards such estimated bill, shall be adjusted after the readings are taken during the subsequent billing period(s);

21.6.2 If the meter remains inaccessible after two consecutive efforts, to effect a meter reading, the MSEDCL shall issue a clear seven (7) working days notice to the concerned consumer to keep his premises open for taking meter reading on the day and the time stated in the said notice;

21.6.3 Failure of the consumer to keep his premise open for meter reading on the day & time mentioned in the notice shall be construed as refusal of entry to the consumer's premises and thereafter the MSEDCL shall initiate appropriate action as may be deemed fit under the provisions of the Sub - Section (3) of Section 163 of the Act; except in such cases where the consumer has already given prior intimation to the MSEDCL about temporary inaccessibility of the meter with cogent reasons and has availed the facility of advance payment;

21.6.4 A Consumer about to vacate their premises or intending to keep the premises temporarily locked for period of a month or more or during the billing period, shall give seven working days' notice in writing to the MSEDCL and arrange for facilities to enable the MSEDCL to record meter reading;

21.7 CORRECTNESS OF METER & BILLING IN CASE OF FAULTY METER:

- 21.7.1** MSEDCL is entitled to check and test any meter any time for the maintenance of all the consumer's meters. The consumer may, upon payment of testing charges as per the Schedule of Charges approved by the Commission, request MSEDCL to test the accuracy of the meter; provided that the consumer may require the MSEDCL to get the meter tested at such facility as may be approved by the Commission.
- 21.7.2** The MSEDCL shall provide a copy of the meter test report to the consumer within a period of two months from the date of request for testing of meter by the consumer.
- 21.7.3** In the event of the meter being tested and found to be beyond the limits of accuracy as specified by CEA, MSEDCL shall refund the testing charges paid by the consumer and adjust the amount of the bill in accordance with the test results;
- 21.7.4** In the event of the meter being tested and found to be incorrect, the consumer or the MSEDCL, who so ever has provided the meter, shall bear the cost of testing and all reasonable expenses incidental thereto and also replace the meter at his cost as the case may be;
- 21.7.5** Subject to the provisions of the Act, in case of a defective meter, the amount of the consumer's bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the results of the test taken, provided the test report of the meter is given to the consumer along with the assessed bill;
- 21.7.6** In case the meter has stopped recording, the consumer will be billed for the period for which the meter has stopped recording, up to a maximum period of three months, based on the average metered consumption for twelve months immediately preceding the three months prior to the month in which the billing is contemplated;
- 21.7.7** The MSEDCL shall generally provide meter to H.T. consumers on the H.T. side of the installation. However, in case any H.T. consumer is metered on L.T. side, "X" units shall be added to the kWh recorded by the meter on L.T. side to compensate the transformation losses, where "X" is calculated as follows:
- "X" = $\{(730 \times \text{kVA rating of transformer}) / 500\}$ units per month to compensate for iron losses plus one percent of units registered on LT side for copper losses.

22. SERVICE OF NOTICE:

22.1 Every notice, order or document required to be addressed to any person may be served on him by delivering the same after obtaining signed acknowledgement receipt or by registered post or such means of delivery as may be prescribed with legal validity;

22.2 Every notice, order or document required to be addressed to the owner or the occupier of any premises shall be deemed to be properly addressed by the description of the owner or the occupier of the premises (naming the premises) and may be served by delivering it, or a true copy thereof, to some person on the premises, or if there is no person on the premises to whom the same can with reasonable diligence be delivered by affixing it on some conspicuous part of the premises;

23. PAYMENT OF ENERGY BILL:

23.1 A consumer must present his energy bill at the time of payment, without which the payment shall not be accepted;

23.2 The consumer, unless otherwise permitted by the MSEDCL, should normally pay the entire amount of the energy bill, including past arrears & interest included in the said energy bill, in one lump sum. Any part payment of the energy bill shall attract provisions as for non- payment, in respect of levy of interest and disconnection, for the balance payment. In case where the consumer having arrears and having been served with a notice as required under section 56 of the Act, may pay the arrears portion within the period of the notice and the amount of the current energy bill can be paid on the due date of the energy bill (**ANNEXURE-I**);

23.3 The due date for the payment of a bill shall be mentioned on the bill and such due date shall be not less than twenty one (21) days from the bill date in the case of residential & agricultural consumers and not less than fifteen (15) days in the case of other consumers.

23.4 For determination of the period of payment of energy bill (either 15 days or 21 days, as the case may be), the MSEDCL shall exclude the date of issue of the energy bill and accordingly the period will be counted from the day subsequent to the date of issue of the energy bill; If the due date of the payment of the bill falls on public holidays, the next working day shall be treated as the due date;

23.5 In case the consumer does not receive the bill or, having received the bill, has lost the bill, he shall, before the receipt of the next bill, report the same to the officer designated by the MSEDCL to address such cases;

23.6 Where the consumer visits the office of the designated officer in person, the designated officer shall, after verifying the identity of the consumer, communicate to the consumer, on the spot, the amount of the bill and due date for payment, and arrange to issue a duplicate bill within three days from the date on which the consumer reported the non-receipt of bill or loss of bill as the case may be;

Provided that where consumer reports the non-receipt or loss of bill over telephone, the designated officer may also communicate the amount of the bill over the telephone, after completion of suitable identity verification procedure;

Provided further that the non-receipt of bill or loss of bill does not excuse the consumer from discharging his obligation to make payment within due date.

23.7 DELAYED PAYMENT CHARGES (DPC):

23.7.1 A Consumer who neglects to pay his bill within due date mentioned on the bill is liable for levy of DPC and interest on arrears in accordance with relevant orders of Commission;

23.7.2 Where any person neglects to pay any charge for Electricity or any sum other than a charge for electricity due from him to (payable to) the MSEDCL in respect of supply, transmission, distribution or wheeling of electricity to him, the MSEDCL after giving not less than fifteen (15) clear days notice in writing to such person and without prejudice to MSEDCL's rights to recover such charges or other sum by way of filing a suit (or by referring to any other method permissible under the law), cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of MSEDCL through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by MSEDCL in cutting off & reconnecting the supply, are paid.

Provided that the supply of Electricity shall not be cut off if such consumer deposits, under protest:

- (i) an amount equal to the sum claimed from him; or
- (ii) the electricity charges due from him for each month calculated on the basis of average charges for electricity paid by such consumer during the preceding six months; whichever is less, pending disposal of any dispute with the MSEDCL;

23.8 ENERGY BILLS PAYMENT BY CHEQUE AND DEFAULT THEREOF:

23.8.1 If the Cheque presented by the consumer is either not realized by his Banker or returned for any reason, the MSEDCL shall treat the consumer as defaulter and shall claim interest, delayed payment charges as well as penalty, as approved by the Commission and in addition to its bank service charges & administrative charges as per the Schedule of Charges approved by the Commission, from the said consumer and MSEDCL is entitled to initiate such legal proceedings as may be advised in accordance with the Section 138 of the Negotiable Instruments Act;

23.8.2 After the first occasion of non – realization of Cheque, the MSEDCL may not permit the facility to the consumer to pay the energy bill by cheque for a period of one year.

23.8.3 Any consumer, who so ever desires to pay the energy bill by Cheque drawn on the local bank, shall tender the Cheque or shall send the same by post / courier, sufficiently in advance, so as to reach the concerned cash collection center at least clear two (2) working days in advance before the due date of payment, Presentation of the cheque is treated as the receipt of the payment;

23.9 ADVANCE PAYMENT TOWARDS ENERGY BILL:

23.9.1 If so desired by the consumer, the MSEDCL shall permit the consumer the facility to make advance payment for the charges of electricity supplied;

23.9.2 The MSEDCL shall issue a receipt for the amount deposited by the consumer in advance & shall pay interest on the reducing balance of the said amount, at a rate equivalent to the bank rate of Reserve Bank of India;

23.10 SETTLEMENT OF ARREARS – PAYMENT BY INSTALLMENTS:

23.10.1 The MSEDCL may, at its discretion while upholding commercial principles, allow the consumer to pay the arrears of energy bill in equated monthly installments; which shall be payable by the consumer along with the subsequent energy bill on or before the due date of the respective energy bill or on such other date as may be approved by the MSEDCL;

23.10.2 The provision of facility to pay the arrears of past energy bills in monthly installments shall not affect the liability of consumer to pay the interest and additional charges for delayed payment as per the relevant orders of the Commission from time to time or as per the discretion of MSEDCL, until the arrears are fully paid by the consumer.

24. UNAUTHORIZED USE OF ELECTRICITY & INSPECTION

24.1 UNAUTHORIZED USE OF ELECTRICITY:

24.1.1 As per the explanation given in the Section 126 of the Act, the "Unauthorized use of Electricity" means usage of electricity:

- a) by any artificial means; or
- b) by a means not authorized by the MSEDCL; or
- c) through a tampered meter; or
- d) for the purpose other than for which the usage of electricity was authorized; or
- e) for the premises or areas other than those for which the supply of electricity was authorized.

24.1.2 "**Assessing Officer**" means an Officer of the State Government or the MSEDCL/Supplier/Franchisee, as may be designated by the State Government. The State Government as per its Notification No. IEA 2006 / C. R. 477(1) / NRG – 3 dated 26/09/2006 has designated following Officers of the MSEDCL as "Assessing Officers".

24.1.3

Sr. No.	Category of Consumer	Designated/ Assessing Officer
1	Low Tension Consumers	Assistant Engineer / Deputy Executive Engineer / Deputy Executive Engineer (Flying Squad) / Executive Engineer from Operation & Maintenance of concerned area.
2.	High Tension Consumers	Superintending Engineer / Chief Engineer from Operation & Maintenance of concerned area.

24.2 INSPECTION OF PLACE OR PREMISES:

24.2.1 Whenever an Assessing Officer suspects or has reasons to believe that a person is indulging in "Unauthorized use of Electricity", the Assessing Officer shall immediately inspect any such place or premises or any such equipment, gadgets, machine, devices, etc. as the case may be. Such inspections shall be recorded in a logbook to be maintained by the Assessing Officer of the MSEDCL along with the name of such officer and details of the visit to the consumer's premises;

Provided that, where possible, two independent witnesses shall be taken for the visit and spot inspection report **(ANNEXURE-J)** prepared by such officer, of the findings of the visit to the consumer's premises, which shall be signed along with his remarks, if any, by the consumer and/or his representative and by such witnesses. Provided also that the refusal of the consumer or his representative to sign on inspection report shall also be recorded in the report.

24.2.2 The Assessing Officer or Representative authorized by the assessing officer shall inspect any such place or premises in the presence of the occupant of such place or premises. If the situation so warrants that the inspection is to be carried out between the sunset & the sunrise, then in all such cases, the Assessing Officer shall ensure that, an adult male member occupying such place or premises or an adult male representative is present during the inspection;

24.3 PROVISIONAL ASSESSMENT UNDER SECTION 126:

24.3.1 If after inspection of any place or premises, the Assessing Officer concludes that the "Unauthorized use of Electricity" has taken place, the Assessing Officer shall provisionally assess to the best of his judgment and serve the order of provisional assessment in a manner as prescribed by the Commission for the electricity charges payable by such person or by any other person benefited by the "Unauthorized use of Electricity";

24.3.2 The assessment shall be made for the entire period during which such unauthorized used of electricity has taken place and, if however, the period during which such unauthorized use of electricity has taken place can not be ascertained, such period shall be limited to period of twelve months immediately preceding the date of inspection;

24.3.3 The Assessing Officer shall serve the order of provisional assessment **(ANNEXURE–K1)** so determined on the person, who shall be served with in reasonable time not later than seven days from the date of inspection on the person by hand delivery & acknowledgement shall be obtained. So that person may accept the same and deposit the amount with MSEDCL within seven days of service of such provisional assessment order upon him.

24.4 FINALIZATION OF PROVISIONAL ASSESSMENT:

The person, on whom the order of provisional assessment has been served, shall be entitled to file objections, if any, against the provisional assessment before the Assessing Officer (within seven days from the same), who shall, after affording reasonable opportunity of hearing to such person, pass a final order of assessment **(ANNEXURE–K2)** of the electricity charges payable by person not later than 30 days from the date of service of provisional assessment order.

24.5 The provisional as well as final assessment shall be made at the rate equal to **twice** the tariff applicable for the relevant category of services.

24.6 APPEALS TO APPELLATE AUTHORITY.

24.6.1 Any person aggrieved by the final order may, within 30 days of the said order may prefer an appeal in such form, verified in such manner and be accompanied by such fee as may be specified by the Commission to an Appellate Authority

The State Government, vide its Notification No. I. E. A. – 1003 / C. R. 1376 / NRG – 4 dated 21/11/2003, has appointed a separate “Appellate Authority” for each Regional Electrical Circle of the State and such Appellate Authority comprises of the following Members:

- 1) Superintending Engineer of Regional Electrical Circle – Chairman,
- 2) Regional Joint Director (Industries) / Superintending Industries Officer or Deputy Director of Industries (Technical) – Member,
- 3) Regional Officer of the Distribution Licensee, other than the Assessing Officer who has issued the final order of assessment for Unauthorized use of Electricity – Member, and
- 4) Regional Electrical Inspector – Member Secretary;

24.6.2 No appeal against the order of assessment shall be entertained unless an amount equal to half of the assessed amount is deposited in cash or by way of bank draft with the MSEDCL and

documentary evidence of such deposit has been enclosed along with the appeal.

24.6.3 The Appellate authority shall dispose of the appeal after hearing the parties and pass appropriate order and send copy of the order to the assessing officer and the appellant. The order of the Appellate Authority shall be final. No appeal shall lie to the Appellate Authority against the final order made with the consent of the parties.

24.6.4 When a consumer defaults in making payment of assessed amount, he, in addition to the assessed amount shall be liable to pay, on the expiry of thirty days from the date of order of assessment, an amount of interest at the rate of 16% per annum compounded every six months.

25. "THEFT OF ELECTRICITY"

25.1 Provisions under section 135 of the act shall attract, whenever a person dishonestly

- a) taps, makes or causes to be made any connection with overhead, underground or underwater lines or cables, or service wires, or service facilities of MSEDCL: or,
- b) tampers a meter, installs or uses a tampered meter, current reversing transformer, loop connection or any other device or method which interferes with accurate or proper registration, calibration or metering of electric current or otherwise results in a manner whereby electricity is stolen or wasted; or
- c) damages or destroys an electric meter, apparatus equipment, or wire or causes or allows any of them to be so damaged or destroyed as to interfere with the proper or accurate metering of electricity; or
- d) uses electricity through a tampered meter; or
- e) uses electricity for the purpose other than for which usage of electricity was authorized.

so as to abstract or consume or use electricity shall be punishable with imprisonment for a term which may extend to three years or with fine or with both.

Provided that in a case where the load abstracted, consumed, or used or attempted abstraction or attempted consumption or attempted use -

- (i) does not exceed 10 kilo watt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft electricity and in the event of second or subsequent conviction the fine imposed shall not be less than six times the financial gain on account of such of electricity;

- (ii) exceeds 10 kilo watt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft of electricity and in the event of second or subsequent conviction, the sentence shall be imprisonment for a term not less than six months, but which may extend to five years and with fine not less than six times the financial gain on account of such theft of electricity.

Provided further that in the event of second and subsequent conviction of a person where the load abstracted, consumed, or used or attempted abstraction or attempted consumption or attempted use exceeds 10 kilo watt, such person shall also be debarred from getting any supply of electricity for a period which shall not be less than three months but may extend to two years and shall also be debarred from getting supply of electricity for that period from any other source or generating station;

Provided also that if it is proved that any artificial means or means not authorized by the MSEDCL exist for the abstraction, consumption or use of electricity by the consumer, it shall be presumed until the contrary is proved, that any abstraction, consumption or use of electricity has been dishonestly caused by such consumer.

(1A) Without prejudice to the provision of this Act, MSEDCL, may upon detection of such theft of electricity, immediately disconnect the supply of electricity;

Provided that only such officer of the MSEDCL, as authorized for the purpose by the commission or any other officer of the MSEDCL, of the rank higher than the rank so authorized shall disconnect the supply line of electricity;

Provided further that such officer of the MSEDCL, shall lodge a complaint in writing relating to the commission of such offence in police station having jurisdiction within twenty-four hours from the time of such disconnection;

Provided also that the MSEDCL, on deposit or payment of the assessed amount or electricity charges in accordance with the provisions of the Act, shall, without prejudice to the obligation to lodge the complaint as referred to in the second proviso to this clause, restore the supply line of electricity **within forty-eight hours** of such deposit or payment.

25.2 AUTHORIZATION FOR INSPECTION, SEARCH & SEIZURE:

25.2.1 The State Government by Notification no. IEA 2006 / C. R. 477 (2) / NRG – 3 dated 26/09/2006 has authorized following Officers of the MSEDCL to inspect any place or premises where there is a reason to believe that the consumer / person occupying the said place or premises is indulging in “Theft of Electricity” as prescribed under Sub – Section (2) (a) & (b) of Section 135 of the Act;

Sr. No.	Category of Consumer	Designated /Authorized Officer
1	Low Tension Consumers	Sub Engineer / Junior Engineer (Section Office) / Junior Engineer of Special Squad / Assistant Engineer / Dy. Executive Engineer from Operation & Maintenance of concerned area of MSEDCL / Ex. Engineer & Dy. Executive Engineer of Flying Squad (Vigilance & Security) / Executive Engineer from Operation & Maintenance of concerned area of MSEDCL and Dy. Executive Engineer & Junior Engineer of Commercial Intelligence Unit of MSEDCL.
2.	High Tension Consumers	Executive Engineer & Dy. Executive Engineer of Flying Squad (Vigilance & Security) Executive Engineer / Superintending Engineer / Chief Engineer from Operation & Maintenance of the concerned area of MSEDCL & Dy. Executive Engineer & Junior Engineer of Commercial Intelligence Unit of MSEDCL.

25.2.2 The State Government by Notification No. IEA 2006 / C. R. – 477 (3) / NRG – 3 dated 26/09/2006 has authorized following officers of the MSEDCL to exercise the power under clause (c) of subsection (2) of the Section 135 of Act, within their respective area of supply of electricity.

“The officers not below the rank of Executive Engineer & Dy. Executive Engineer of Flying Squad (Vigilance & Security) and Junior Engineer of Special Squad and Dy. Executive Engineer & Junior Engineers of Commercial Intelligence Units of MSEDCL.”

25.3 INSPECTION, SEARCH & SEIZURE:

25.3.1 Whenever an authorized Officer of the MSEDCL has reason to believe that a consumer of the MSEDCL / any other person is indulging in "Theft of Electricity" by employing any of the above mentioned ways, such authorized Officer of the MSEDCL, in exercise of the powers conferred to him under Sub – Section (2) (a), (2) (b) & (2)(c) of Section 135 of the Act shall immediately:

- a) Enter, inspect, break open & search any such place or Premises in which he has reason to believe that electricity used unauthorisedly.
- b) Search, seize & remove all such devices, instruments, wires & any other facilitator or article which used for unauthorized use of electricity.
- c) Examine or seize any books of account or documents or documents which in his opinion shall be useful for or relevant to, any proceedings in respect of the offence under sub-section (10) and allow the person from whose custody such books of accounts or documents are seized to make copies thereof or take extracts there from in his presence.

25.3.2 The occupant of the place of search or any person on his behalf shall remain present during the search and a list of all things seized in the course of such search shall be prepared and delivered to such occupant or person who shall sign the list, provided no inspection, search and seizure of any domestic premises shall be carried out between sunset and sunrise except in the presence of an adult male member occupying such premises.

25.3.3 The provisions of the Code of Criminal Procedure, 1973 (2 of 1974) relating to search and seizure shall apply to the searches and seizures.

25.3.4 The visit of authorized officer shall be recorded in a logbook **(ANNEXURE–L)** to be maintained by the MSEDCL along with the name of such officer and details of visit to the consumer's premises. Provided that where possible, two independent witnesses shall be taken for the visit and inspection report prepared by such officer, of the findings of the visit to the consumer's premises which shall be signed along with his remarks, if any, by the consumer and/or his representative and by such witnesses:

Provided also that the refusal of the consumer or his representative to sign on inspection report shall also be recorded in the consumer's report. A copy of the inspection report shall be provided to the consumer upon request.

25.3.5 As per section 154 of the Electricity Act, 2003, an assessment shall be made for the entire period for which the dishonest abstraction, consumption or use of electricity can be clearly established by the authorized officer: Provided maximum period of assessment shall be two year prior to the date of detection of such dishonest abstraction, consumption or use of electricity.

Provided further the period of dishonest abstraction, consumption or use of electricity under Section 135 of the Electricity Act, 2003 can be clearly established, it shall be the exact period of theft or Twenty-four months prior to the date of detection or, **whichever less is.**

The assessment shall be made at a **rate equal to one and half times** the tariff applicable to the category of services so assessed, or as modified by the Commission from time to time.

25.4 DISCONNECTION OF POWER SUPPLY:

25.4.1 As per the provision 135 (IA) of Electricity Act 2003, the Authorized Officer of the MSEDCL, after inspection of such places or premises, shall immediately disconnect power supply of such place or premises where the authorised officers has reached to the conclusion that the consumer or the person occupying the said place or premises is indulging in Theft of Electricity.

25.4.2 The power supply of the consumer shall be reconnected only after the full payment /deposit of the assessed amount **with in 48 hours.**

25.4.3 The erstwhile internal Appellate Committee still exists for deciding the theft cases covering under the repealed Electricity Acts and the rules framed there-under as per erstwhile MSEB's Condition and Miscellaneous Charges for Supply of Electrical Energy.

25.5 INITIATION OF CRIMINAL PROCEEDINGS:

25.5.1 As prescribed under Section 151 of the Act, no court shall take cognizance of an offense of "Theft of Electricity", unless a complaint in writing is made by the authorized representatives of MSEDCL. The MSEDCL by Resolution No. 1163 dated 08/01/2004 has authorized following officers to initiate the criminal proceedings under Section 135 of the Act;

- i) O & M Wing – Sectional Officer & above;
- ii) Vigilance Wing – Assistant Vigilance Officer & above, with prior permission of Director (V & S);
- iii) Enforcement Wing – (a) Jr. Engineer & above, (b) Assistant Vigilance Officer

- 25.5.2** Hon. High Court, Mumbai has designated all the court of Additional District and Session Judge at the District Head Quarter excluding Mumbai for trial of cases under Electricity Act 2003.
- 25.5.3** Concerned Officer of the MSEDCL authorized by the State Government to inspect the place or premises shall, after detecting a case of theft of electricity, lodge a complaint with in 24 hours of disconnection, in writing/F.I.R. relating to commission of such offence in Police Station having jurisdiction.
- 25.5.4** The Authorized Officer shall also deposit all such material seized during the inspection & search of the place or the premises, along with the "Panchanama" drawn at the time of inspection / search / seizure to the police when the report is lodge or during the investigation as may be asked by the police;
- 25.5.5** In case complaint is directly filed before Special Court, the things / material seized during the inspection of the place or premises shall be kept in the safe custody of the MSEDCL (concerned O &M Division) in presence of the witness and dated signature of the witnesses present shall be invariable obtained;

25.6 COMPOUNDING OF OFFENCES:

- 25.6.1** Notwithstanding anything contained in the Code of Criminal procedure, 1973(2 of 1974) the state Government or any officer authorized by it in this behalf may accept from any consumer or person who committed or who is reasonably suspected of having committed an offence of theft of electricity punishable under the Act, a sum of money for compounding of offence at the rate prescribed here below:

Sr. No.	Nature of Service	Rate at which the sum of money for compounding to be collected per kilo watt (kW) / Horse Power (HP) or part thereof for Low Tension (LT) supply and per kilo Volt Ampere (kVA) of Contracted Demand for High Tension (HT) supply
1.	Industrial	Twenty Thousand Rupees,
2.	Commercial	Ten Thousand Rupees,
3.	Agricultural	Two Thousand Rupees,
4.	Other	Four Thousand Rupees.

Provided that the State Government may by notification in the Official gazette, amend the rates specified in the table above.

25.6.2 As prescribed by the State Government by Notification No. I. E. A. 1004 / C. R. 1533 / NRG – 4 dated 06/04/2004, the State Government has authorized following Officers of the MSEDCL to accept the sum of money for compounding of offences;

Sr. No.	Category of Consumer	Officer authorized to accept the sum of money for compounding of offences
1	Low Tension Consumers	Assistant Engineer / Dy. Executive Engineer / Dy. Executive Engineer of Flying Squad / Executive Engineer of concerned O & M Division
2.	High Tension Consumers	Superintending Engineer / Chief Engineer of the concerned O & M Zone

25.6.3 The Authorized Officer shall maintain a separate register as per the format enclosed **(ANNEXURE-M)** and shall make necessary entries in such register of all the cases where the consumer / person has **requested in writing** for compounding of offences by depositing the sum of money as per prescribed rate;

25.6.4 The facility of compounding of offences shall be permitted only once and therefore in all such cases, where the consumer has been permitted compounding of offences, necessary entry shall be taken on the **"Consumer Personal Ledger"** of such consumer so as to avoid such permission being given to a consumer for more than one occasion;

25.6.5 In respect of persons other than the consumers of the MSEDCL, a Separate register for compounding of offences shall be maintained, so that the said register can be verified to ascertain whether such person has previously been permitted the facility of compounding of offences;

25.6.6 The MSEDCL may prescribe the load/amount/usage or other criteria & issue guidelines whether to accept compounding amount or not & officers authorized in this behalf will follow the same.

25.7 ASSESSMENT OF CIVIL LIABILITY:

25.7.1 Concerned Officer of the MSEDCL (as prescribed herein below) may therefore immediately, after detecting the theft of electricity &

simultaneously along with the lodging of the original complaint / FIR determines the civil liability, as per the provisions of the Electricity Act 2003 and Regulations there-under, payable by the consumer / person detected in theft of electricity as per the regulations made by the commission;

Sr. No.	Category of Service	Authorized Officer to assess the Civil Liability
1.	Low Tension Services	Deputy Executive Engineer of Flying Squad and officer not below the rank of Executive Engineer of the concerned O & M Division
2.	High Tension Services	Officer not below the rank of Superintending Engineer of the concerned O & M Circle

25.7.2 Thereafter, the Authorized Officer as prescribed above shall serve amount of Civil Liability so determined on the consumer / person;

25.7.3 If a consumer/person defaults in making payment of the Civil Liability on account of Theft of Electricity, as may be finalized by the appropriate Officer of the MSEDCL **within 30 days** from the date of order of the appropriate Officer of the MSEDCL who has finalized the assessment. Such consumer/person shall be further liable to pay interest on the said Civil liability at the rate of 16% per annum, to be compounded every six months;

26. RESALE OF ENERGY:

No consumer shall be permitted to resale energy purchased from the MSEDCL in bulk to any third party, unless such consumer holds an appropriate license/ franchisee granted by the Commission under the provisions of the Act;

27. INTERPRETATION:

27.1 These Conditions shall be read & construed as being subject in all respect to the provisions of the Act and provisions of any other applicable law relating to the supply of electricity and Regulations prescribed or that may be prescribed by the Commission from time to time. These conditions of supply are also governed by the Circulars / directions etc. which may be issued from time to time by MSEDCL.

27.2 In the interpretation of these Conditions, unless the context otherwise requires:

- (a) Words in the singular or plural term, as the case may be, shall also be deemed to include the plural or the singular term, respectively;
- (b) The terms "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" regardless of whether such terms are followed by such phrases or words of like import;
- (c) References herein to the "Conditions" shall be construed as a reference to these Conditions as amended or modified by the MSEDCL or the Commission from time to time in accordance with the applicable laws in force;
- (d) References to any statutes, regulations or guidelines shall be construed as including all statutory provisions consolidating, amending or replacing such statutes, regulations or guidelines, as the case may be, referred to;

28. ISSUE OF ORDERS & PRACTICE DIRECTIONS:

Subject to the provisions of the Act and the Regulations prescribed or that may be prescribed, the MSEDCL may, from time to time, issue Orders & practice directions in regard to implementation of these Conditions;

29. POWER TO AMEND:

The MSEDCL may, at any time, if it finds necessary to do so, may amend, vary, alter or modify any provisions of these Conditions subject to approval of MERC;

Schedule of Charges applicable w. e. f. 8-9-2007

(As approved in case No. 70 of 2005 dated 8-9-2007 by MERC)

SERVICE CONNECTION CHARGES FOR NEW OVERHEAD CONNECTION			
Sr.No.	CATEGORY.	Approved by MERC*	
		SERVICE CONNECTION CHARGES.	VARIABLE CHARGES
1	L .T. Supply.	RS.	RS.
	Single Phase.		
a.	For load upto 0.5 kW	500	NIL
b.	For load above 0.5 kW and upto 10 kW	1000	NIL
	Three Phase		
a	Motive power upto 21 HP or other loads upto 16 kW.	2500	NIL
b.	Motive power above 21 HP but upto 107 HP or other loads above 16 kW but upto 80 kW.	6500	NIL
c.	Motive power above 107 HP but upto 200 HP or other loads above 80 kW but upto 150 kW.	12000	NIL
2	H. T. SUPPLY		
a	H.T. Supply upto 500 kVA.	15000	20 Per kVA for excess load above 500 kVA.
* As per Commission's order dated September 8, 2006 (Case No. 70 of 2005).			
Note -	i) In case MSEDCL permits an applicant to carry out the works through a Licensed Electrical Contractor, a rate of 1.30% of the normative charges will be applicable towards supervision charges.		
	ii) In case of extension of load, the normative charges will be applicable on the total load (existing as well as additional load demanded) as per the load slabs indicated above.		

Service Connection Charges for new Underground Connection		
Sr. No.	Category	Approved by MERC (Rs.) *
1	L.T. Supply	(Inclusive of material Cost of MSEDCL)
	Single Phase	
a	For load upto 5 kW	2000
b	For loads above 5 kW & upto 10kW	4000
	Three Phase	
a	Motive power upto 27 HP or other loads upto 20 kW	8000
b	Motive power above 27HP but upto 67 HP or for other loads above 20 kW but upto 50 kW	14000
c	Motive power above 67HP but upto 134 HP or for other loads above 50 kW but upto 100 kW	30000
d	Motive power above 134HP but upto 201 HP or for other loads above 100 kW but upto 150 kW	45000
2	H.T. Supply	
a	H.T supply upto 500 kVA	175000
b	H.T supply above 500 kVA	195000
* - As per Commission's order dated September 8, 2006 (Case No. 70 of 2005). The normative rates approved are inclusive of material cost.		
Note - i) In case MSEDCL permits an applicant to carry out the works through a Licensed Electrical Contractor, a rate of 1.30% of the normative charges will be applicable towards supervision charges. ii) In case of extension of load, the normative charges will be applicable on the total load (existing as well as additional load demanded) as per the load slabs indicated above.		

Cost of Meter and Meter Box		
Applicable in case consumer opts to purchase the meter from MSEDCL & in case of Lost & Burnt Meter		
Sr No.	Type	Cost as approved by MERC in Rs. *
1	Single Phase Meter without box	700
2	Single Phase Meter with box	Nil #
3	Three Phase Meter without box	3110
4	Three Phase Meter with box	Nil #
5	H.T. TOD Meter	5227
Applicable in case consumer opts to purchase the metering cabinet/cubicle from MSEDCL		
6	C.T. operated metering cabinet including CTs, MCCB & meter	
	a) 50/5 A	22400
	b) 100/5 A	22400
	c) 150/5 A	22360
	d) 200/5 A	22360
	e) 250/5 A	22360
7	H.T. Metering Cubicle including C.T. & P.T.	
	a)11kV	67958
	b)22kV	108731

- Metering box is to be provided by MSEDCL at its own cost.

Application Registration & Processing Charges		
Sr. No.	Particulars	Approved by MERC* (Rs.)
1	New connections/Change of name/Reduction or Enhancement of Load/Shifting of service/ Temporary connection / Change of category	
	a) Single phase	25
	b) Three phase	50
	c) LT(Agricultural)	50
	d) HT supply upto 33 kV	1000
	e) EHV Supply	2000

MISCELLANEOUS & GENERAL CHARGES		
Sr.No	Particulars	Approved by MERC ** (Rs.)
1	Installation Testing Fees	
	Low Tension Service	
	a) Single phase	25
	b) Three phase	50
	c) High Tension Service	200
2	Reconnection Charges	
	Low Tension Service at cutout :	
	a) Single phase	25
	b) Three phase	50
	At overhead mains:	
	a) Single phase	25
	b) Three phase	50
	At underground mains:	
	High Tension Supply:	300
3	Changing location of meter within same premises at consumers request	100 *
4	Testing of meters	
	a) Single phase	100
	b) Polyphase meter/RKVAH meter	300
	c) LTMD (with or without CTs)	500
	d) Trivector meter	500
5	Replacement of meter card for HT consumers	NIL
6	Administrative charges for cheque bouncing	
		Rs. 250/- Irrespective of cheque amount
7	Temporary Supply – Hiring of Meter Charges	
	a) Single phase	NIL
	b) Three phase	NIL

* - Inclusive of material, labour and all other costs etc.

Registration No. _____ Date: _____ (For Office Use)

A-1 Application Form (To be used for Residential and other connections except Ag. and Industrial)

Under Section 43 of Electricity Act – 2003 hereinafter called ‘Act’ and MERC (Electricity supply code and other conditions of supply) Regulation 2005, herein after called ‘Regulations’.

Note: Intending consumers are requested to see that this form is fully, clearly and legibly filled and signed with date before sending to the company. Please strike out words or clauses which are not applicable.

I/We hereby submit application for:- **Single Phase/Three Phase-L.T/H.T Supply**

- New Connection (Permanent)** **Additional Load** **Reduction of Load**
 Change in Contract Demand **Change of Name (Alongwith XYZ or W form)** **Shifting**
 New connection (Temporary) from date _____ to date _____

and request to supply energy to the premises owned/ occupied by me/us and situated within the area of MSEDCL. I/We further request you to supply me/us with the necessary meter. I/We agree to give you such security that may be required as per rules, whenever called upon to do so. I/We shall abide by the rules & regulations prescribed by MERC & the Electricity Act 2003 and amendments therein from time to time.

1. Applicant's Name Mr. /Mrs./Ms.
(IN BLOCK LETTERS)

--	--

First Name

Middle Name

--

Surname

Occupation/
Designation

--

Address at which Supply is required
(Please provide complete details)

Plot/Flat No/survey No
House No/Building Name

--

Lane /Street
Landmark/.

--

Village/City

--

Pin code

--

E-mail

--

Phone No.

--

Mobile No.:

--

Bank

Account No.(optional)

--

Bank Name /
Branch (optional)

--

Existing/Nearest Consumer No.

--

Type of premises (Tick as applicable)

- Owned Rented Lease Others (Specify)

In case of premises on Rent or Lease or not owned by applicant

Name of
the Owner

--

(Please provide complete details)

Plot/Flat.No./Survey
Building Name

--

Lane /Street

--

Land mark

--

Phone No.

--

Village /City

--

Pin code

--

4.0 List of document/NOC/clearances attached .(Please bring originals for verification)

1. A – 1 form
2. Proof of ownership of premises.
3. The Partition Deed, in case of Partition.
4. Registered deed (for lease/rental/transfer etc)
5. Succession certificate.
6. Registration /permission of Concern authority in case of commercial purpose of tariff. (According to supply purpose)
7. If belongs to SC/ST category, certificate of Authority for the same.
8. X, Y, Z or W forms (duly filled) along with affidavit of Z or W form on Rs. 100 stamp paper. (for change of name)
9. Copy of last bill paid (For load extension/ reduction/ Change of Contract Demand)

I/we make the following declaration;

- a) to abide by the provisions of the Electricity Act 2003 and Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other conditions of Supply) Regulation 2005.
- b) to pay for the supply of electricity based on the prevailing tariff rates of MSEDCL
- c) to pay for all other proper charges as become due in accordance with above regulation and approved schedule of charges of MSEDCL.
- d) to deposit such security as MSEDCL may be entitled to be required from me/us under the above Act and Regulations
- e) to undertake to avail supply within one month from the date the MSEDCL intimate that it is ready to supply to our premises failing which I/we undertake to pay the MSEDCL the minimum charges as may be applicable.
- f) The above information is true and if any false information is observed, I will be fully responsible for the same.
- g) In the event of death of individual I/We hereby nominate to receive or adjust the deposit outstanding in my/our name to
Shri/Smt/ _____

Date:

Place:

*** Applicant's Signature/ Thumb Impression**

* In case of thumb impression the same shall be witnessed by MSEDCL Consumer (consumer no. to be specified)/ Notary /Gazette Officer.

Instruction for filling the form:

1. Kindly fill complete and correct information in relevant column.
2. Applicant will be solely responsible for incomplete or incorrect information.
3. Test report should be submitted with complete information related to Load/ Machinery (i.e. Name of MFG, KW rating, Voltage, etc.)
4. For Change of Name, applicant is requested to fill prescribed X, Y, Z or W forms alongwith ownership/ transfer deed proof or NOC from owner/ legal heirs. In case of residential consumers, simplified form for change of name will be accepted.
5. All completely filled forms should be submitted in **triplicate** with required documents to the concerned office in case of three phase connections. For single phase connection only single copy of A – 1 form will be accepted.
6. Applicant is requested to take Acknowledgement for form submission.
7. Connection will be released only after payment of arrears (if any) on the said premises.
8. L.T. single phase applications will be accepted at Section Office/ Sub-Division Office/ Consumer Facility Centre.
9. For L.T. three phase upto 20 KW load, applications need to be submitted at Sub-Division Office and for above 20 KW Division Office will accept the form.
10. H.T. application will be accepted at Circle office/ Consumer Facility Centre.

Acknowledgement

Application No.:

Date of receipt:

Purpose of Supply:

Name of Consumer:

Address:

(Signature with Office seal)

सदरची जागा अर्जदाराची भाड्याची / भाडेतत्वावर / स्वतःची नसल्यास

जागा मालकाचे
नाव

(कृपया संपूर्ण माहिती द्यावी)

भुखंड /सदनिका क्र./सर्व्हे
इमारतीचे नाव

गल्ली /रस्ता

जवळची खुण

दुरध्वनी क्र.

गाव / शहर

पिन कोड

२. माझी मागणी खालीलप्रमाणे आहे (कृपया योग्य रकान्यात खुण करावी) :

२.१ उद्देश :

- घरगुती/दारिद्र्य रेषेखालील तात्पुरता धर्मादाय संस्था अव्यावसायिक शैक्षणिक पथदिवे
 व्यावसायिक बांधकाम उपहारगृह कार्यालय इतर (नमुद करावे) सार्वजनिक पाणी पुरवठा

२.२ उपकरणांची माहिती

	पॉईंटसची संख्या	प्रत्येक पॉईंटचे वॉटेज	व्होल्टेज	एकूण वॉटेज
a) दिवे	_____	_____	_____	_____
b) सीएफएल	_____	_____	_____	_____
c) टयुब	_____	_____	_____	_____
d) पंखे	_____	_____	_____	_____
e) गिझर्स	_____	_____	_____	_____
f) ओव्हन / मायक्रोवेव्ह	_____	_____	_____	_____
g) वातानुकूलक/ प्रशीतक	_____	_____	_____	_____
h) फ्रीज (प्रशीतक)	_____	_____	_____	_____
i) टी.व्ही.(दूरचित्रवाणी संच)	_____	_____	_____	_____
j) प्लग - ५ अॅम्पीअर	_____	_____	_____	_____
- १५ अॅम्पीअर	_____	_____	_____	_____
- ३० अॅम्पीअर	_____	_____	_____	_____
k) उद्वाहक	_____	_____	_____	_____
l) पाण्याचा पंप	_____	_____	_____	_____
m) विद्युत मोटार	_____	_____	_____	_____
n) इतर *	_____	_____	_____	_____

एकूण I	एकूण पॉईंटस	एकूण वॉटेज	करारांतर्गत मागणी
	_____	_____ कि.वॅ	_____ के.व्ही.ए

*(या व्यतिरिक्त उपकरणे असल्यास त्याची माहिती वॉटेज सहित वेगळ्या कागदावर द्यावी)

२.३ जोडभारत वाढ / घट/ करारांतर्गत मागणीत बदल या करीता :

विद्यमान / सध्याचा भार / करारांतर्गत मागणी : _____ के.व्ही.ए/कि.वॅ./एच.पी.

जोडभार / करारांतर्गत मागणी यामधील प्रस्तावित वाढ अथवा घट : _____ के.व्ही.ए/कि.वॅ./एच.पी.

एकूण भार /करारांतर्गत मागणी : _____ के.व्ही.ए/कि.वॅ./एच.पी.

३. वायरींग/ विद्युत संच मांडणी खालील परवानाधारक विद्युत कंत्राटदाराकडून प्रमाणित करण्यात येत आहे.

नाव पत्ता दुरध्वनी क्र. ई-मेल	परवाना क्र. पर्यंत ग्राहक	रबरी शिक्का
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४.० अर्जासोबत जोडलेली आवश्यक कागदपत्रे/ नाहरकत प्रमाणपत्रे/ मंजुरी यांची यादी (कृपया मूळ कागदपत्रे पडताळणीकरीता सोबत आणावीत)

१. अ - १ अर्ज
२. मालकी हक्काचे प्रमाणपत्र.
३. हिस्सा वाटणी असल्यास, हिस्सा वाटणी करारपत्र.
४. नोंदणीकृत करार (भाडेत्ववावर /भाडेकरार किंवा हस्तांतरण इ.)
५. वारसा हक्क प्रमाणपत्र.
६. व्यावसायिक वापर असल्यास संबंधीत विभागाची परवानगी / नोंदणी प्रमाणपत्र (वीज वापरानुसार)
७. अनुसूचित जाती / जमाती वर्गातील असल्यास याबाबत संबंधीत अधिका-यांचे प्रमाणपत्र.
८. य, र, ल किंवा व अर्ज (पूर्ण भरलेले) सोबत ल किंवा व अर्जाचे रु. १००/- चे स्टॅम्प पेपरवर (मुद्रांक) प्रतिज्ञापत्र (नांवातील बदलासाठी)
९. शेवटचे विज देयक भरल्याची पावती (जोडभारत वाढ / घट किंवा करारांतर्गत मागणीत बदल करणेकरीता)

मी / आम्ही असे जाहीर करतो की ;

मी /आम्ही

- अ) विद्युत कायदा २००३ आणि महाराष्ट्र विद्युत नियामक आयोग (विद्युत पुरवठा संहिता आणि पुरवठ्याच्या इतर अटी) विनियम २००५ मधील प्रावधानांचे पालन करु .
- ब) महावितरणच्या प्रचलित वीज दर पत्रकानुसार , वीज पुरवठ्याच्या रकमेचा भरणा करु.
- क) उपरोक्त विनियमानुसार देय होणारे अन्य आकार तसेच महावितरणने मंजुर केलेले अनुसूचित आकार यांचा भरणा करु .
- ड) उपरोक्त कायदा व विनियम यानुसार महावितरणला देय असलेल्या सुरक्षा अनामत रकमेचा भरणा करु.
- इ) महावितरणने माझ्या/ आमच्या जागेमध्ये विज पुरवठा करण्यास तयार असल्याची सुचना दिल्यापासुन एक महिन्याच्या कालावधीत सदर विद्युत पुरवठा घेण्याची हमी घेतो अन्यथा महावितरणला लागु असलेला किमान वीज आकार भरण्याची हमी घेतो.
- ई) वरील सर्व माहिती खरी असुन त्यात काही चुकीची माहिती आढळल्यास त्यासाठी मी / आम्ही पुर्णतः जबाबदार राहु.
- उ) अर्जदाराचा मृत्यु झाल्यास माझ्या/आमच्या नावावर जमा असलेली सुरक्षा अनामत रक्कम अथवा बाकी असलेली शिल्लक रक्कम प्राप्त करण्याकरीता किंवा समायोजित करण्याकरीता मी/ आम्ही खालील व्यक्तीचे नामनिर्देशिन करीत आहे / आहोत.
श्री/ श्रीमती

तारीख :

ठिकाण :

* अर्जदाराची सही / अंगठ्याचा ठसा

* अंगठ्याचा ठसा महावितरणच्या ग्राहकाने (ग्राहक क्रमांक लिहावा) / नोटेरी /राजपत्रित अधिकारी यांनी साक्षात्कृत करणे आवश्यक आहे.

अर्ज भरण्यासंबंधी सुचना :

१. कृपया पूर्ण व अचुक माहिती संबंधीत रकान्यात भरावी.
२. अपूर्ण व चुकीची माहिती दिल्यास त्याची संपूर्ण जबाबदारी अर्जदारावर राहिल.
३. चाचणी अहवालात भार / यंत्र याची संपूर्ण माहिती असावी. (उदा. उत्पादकाचे नाव, के.डब्ल्यु.क्षमता,व्होल्टेज इ.)
४. नावातील बदलाकरीता अर्जदारानी य, र, ल किंवा व अर्जासोबत मालकी हक्क/ हस्तांतरण/ याबाबतचा पुरावा किंवा मालकाकडून किंवा कायदेशीर वारसाकडून प्राप्त केलेले नाहरकत प्रमाणपत्र जोडणे आवश्यक आहे. घरगुती वापराच्या ग्राहकांच्या नावातील बदल करण्याबाबतीत सुधारीत सोपे अर्ज स्विकारले जातील.
५. श्री फेज विद्युत जोडणीकरीता संपूर्ण माहिती भरुन आवश्यक कागदपत्रासहित भरलेला अर्ज संबंधीत कार्यालयात तीन प्रतीत सादर करावा. सिंगल फेज विद्युत जोडणीकरिता अ-१ अर्जाची एक प्रत सादर करावी.
६. अर्ज सादर केल्यानंतर कृपया अर्जाची पोचपावती घ्यावी.
७. संबंधीत जागेत थकबाकी असल्यास सदर रकमेचा भरणा केल्यानंतरच विद्युत पुरवठा देण्यात येईल.
८. सिंगल फेज लघुदाबाच्या वीज पुरवठ्यासाठीचा अर्ज शाखा कार्यालय / उपविभागीय कार्यालय / ग्राहक सुविधा केंद्र येथे स्विकारले जातील.
९. श्री फेज २० कि.वॅ. पर्यंतचा लघुदाबाच्या वीज पुरवठ्याकरीता अर्ज उपविभागीय कार्यालयात आणि २० कि.वॅ. पेक्षा अधिक भार असल्यास विभागीय कार्यालयात स्विकारले जातील.
१०. उच्च दाबाच्या वीज पुरवठ्याकरीता अर्ज मंडल कार्यालय / ग्राहक सुविधा केंद्र येथे स्विकारले जातील.

पोच पावती

अर्ज क्र. .:

प्राप्तीची तारीख :

जोडणीचा उद्देश:

ग्राहकाचे नाव :

पत्ता :

(सही व कार्यालयाचा शिक्का)

2. The following are my requirements (Please tick appropriate box):

2.1 Purpose

Industrial (Type of industry) _____

Others (Specify)

2.2 Details of the Apparatus	No. of Points	Wattage of each point	Voltage	Total Wattage
a) Bulbs	_____	_____	_____	_____
b) CFLs	_____	_____	_____	_____
c) Tube lights	_____	_____	_____	_____
d) Fans	_____	_____	_____	_____
e) Geysers	_____	_____	_____	_____
f) Ovens / Microwave	_____	_____	_____	_____
g) Air Conditioners/ Chillers	_____	_____	_____	_____
h) Refrigerator	_____	_____	_____	_____
i) Television	_____	_____	_____	_____
j) Plug - 5 AMP	_____	_____	_____	_____
- 15 AMP	_____	_____	_____	_____
- 30 AMP	_____	_____	_____	_____
k) Lift	_____	_____	_____	_____
l) Water Pump	_____	_____	_____	_____
m) Motors/ Machine**	_____	_____	_____	_____
n) Others*	_____	_____	_____	_____

Total	Total No. of Points	Total Wattage	Contract Demand
_____	_____	_____ KW	_____ KVA

*(In case of any other apparatus attach a separate sheet with specific Wattage.)

** List of machineries should be attached separately.

2.3 The wiring/ installation, carried out, is certified by the following Licensed Electrical Contractor

Existing Load/Contract Demand: _____ KVA/KW/ HP

Additional/ Reduction Load/ Contract Demand: _____ KVA/KW/ HP

Total Load/ Contract Demand: _____ KVA/KW/ HP

3. The wiring, carried out, is certified by the following Licensed Electrical Contractor

Name _____	
Address _____	

Tel. No. _____	
E-mail _____	
License No.	Valid up to
_____	_____

Rubber Stamp

4.0 List of document/NOC/clearances attached .(Please bring originals for verification)

1. A – 1 form
2. Clearance / NOC from MIDC, Local authority.
3. NOC / Consent of MPCB.
4. NOC from Environment Dept. GoM.
5. Power of Attorney by way of a Resolution Passed by the Board of Directors.
6. Proof of ownership.
7. Copy of last bill paid (For load extension/ Reduction/ Change of Contract Demand)
8. X, Y, Z or W forms (duly filled) along with affidavit of Z or W form on Rs. 100 stamp paper. (for change of name)
9. Manufacturer's test certificate of equipment.
10. Test report of Electrical Contractor.
11. Permission of Electrical Inspector, GoM.
12. Authorization for signing documents on behalf of the company.
13. Any other documents / Certificates as directed by Chief Engineer
14. Clearance/ NOC from Concerned Authority (Saw Mill – Forest dept., Stone Crusher – Non Agricultural Dept., etc) according to purpose of Supply.
15. If belongs to SC/ST category, certificate of Authority for the same

I/we make the following declaration;

- a) to abide by the provisions of the Electricity Act 2003 and Maharashtra Electricity Regulatory Commission Electricity Supply Code and other conditions of Supply.
- b) to pay for the supply of electricity based on the prevailing tariff rates of MSEDCL
- c) to pay for all other proper charges as become due in accordance with above regulation and approved schedule of charges of MSEDCL.
- d) to deposit such security as MSEDCL may be entitled to be required from me/us under the above Act and Regulations.
- e) to undertake to avail supply within one month from the date the MSEDCL intimate that it is ready to supply to our premises failing which I/we undertake to pay the MSEDCL the minimum charges as may be applicable.
- f) The above information is true and if any false information is observed, I will be fully responsible for the same.
- g) In the event of death of individual I/We hereby nominate to receive or adjust the deposit outstanding in my/ our name to
Shri/Smt/_____

Date:

Place:

*** Applicant's Signature/ Thumb Impression**

* In case of thumb impression the same shall be witnessed by MSEDCL Consumer (consumer no. to be specified)/ Notary /Gazette Officer.

Instruction for filling the form:

1. Kindly fill complete and correct information in relevant column.
2. Applicant will be solely responsible for incomplete or incorrect information.
3. Test report should be submitted with complete information related to Load/ Machinery (i.e. Name of MFG, KW rating, Voltage, etc.)
4. For Change of Name, applicant is requested to fill prescribed X, Y, Z or W forms alongwith ownership/ transfer deed proof or NOC from owner/ legal heirs. In case of residential consumers, simplified form for change of name will be accepted.
5. All completely filled forms should be submitted in **triplicate** with required documents to the concerned office in case of three phase connections. For single phase connection only single copy of A – 1 form will be accepted.
6. Applicant is requested to take Acknowledgement for form submission.
7. Connection will be released only after payment of arrears (if any) on the said premises.
8. L.T. single phase applications will be accepted at Section Office/ Sub-Division Office/ Consumer Facility Centre.
9. For L.T. three phase upto 20 KW load, applications need to be submitted at Sub-Division Office and for above 20 KW Division Office will accept the form.
10. H.T. application will be accepted at Circle office/ Consumer Facility Centre.

Acknowledgement

Application No.:

Date of receipt:

Purpose of Supply:

Name of Consumer:

Address:

(Signature with Office seal)

सदरची जागा अर्जदाराची भाड्याची / भाडेतत्वावर / स्वतःची नसल्यास

जागा मालकाचे
नाव

(कृपया संपूर्ण माहिती द्यावी)

भुखंड/सदनिका क्र./सर्व्हे
इमारतीचे नाव

गल्ली /रस्ता

जवळची खुण

दुरध्वनी क्र.

गाव / शहर

पिन कोड

२. माझी मागणी खालीलप्रमाणे आहे (कृपया योग्य रकान्यात खुण करावी):

२.१ उद्देश :

औद्योगिक (उदयोगाचा प्रकार)

इतर (नमुद करावे)

२.२ उपकरणांची माहिती

पॉईंटसची संख्या

प्रत्येक पॉईंटचे वॉटेज

व्होल्टेज

एकूण वॉटेज

a) दिवे

b) सीएफएल

c) टयुब

d) पंखे

e) गिझर्स

f) ओव्हन / मायक्रोवेव्ह

g) वातानुकूलक /
प्रशीतके

h) फ्रीज (प्रशीतके)

i) टी.व्ही. (दुरचित्रवाणी संच)

j) प्लग - ५ अॅम्पीअर

- १५ अॅम्पीअर

- ३० अॅम्पीअर

k) उद्वाहक

l) पाण्याचा पंप

m) विद्युत मोटर

n) इतर *

एकूण

एकूण पॉईंटस

एकूण वॉटेज

कि.वॅ

करारांतर्गत मागणी

के.व्ही.ए

*(या व्यतिरिक्त उपकरणे असल्यास त्याची माहिती वॉटेज सहित वेगळ्या कागदावर द्यावी)

२.३ जोडभारत वाढ / घट/ करारांतर्गत मागणीत बदल या करीता :

विद्यमान / सध्याचा भार / करारांतर्गत मागणी : _____ के.व्ही.ए/कि.वॅ./एच.पी.

जोडभार / करारांतर्गत मागणी यामधील प्रस्तावित वाढ अथवा घट : _____ के.व्ही.ए/कि.वॅ./एच.पी.

एकूण भार /करारांतर्गत मागणी : _____ के.व्ही.ए/कि.वॅ./एच.पी.

३. वायरींग/ विद्युत संच मांडणी खालील परवानाधारक विद्युत कंत्राटदाराकडून प्रमाणित करण्यात येत आहे.

नाव	
पत्ता	_____

दुरध्वनी क्र.	_____
ई-मेल	_____
परवाना क्र.	पर्यंत ग्राहक

रबरी शिक्का

४.० अर्जासोबत आवश्यक जोडलेली कागदपत्रे/ नाहरकत प्रमाणपत्र/ मंजूरी यांची यादी (कृपया मुळ कागदपत्रे पडताळणीकरीता सोबत आणावीत)

१. अ - १ अर्ज
२. एमआयडीसी / स्थानिक विभाग यांचे मंजूरी अथवा नाहरकत प्रमाणपत्र,
३. महाराष्ट्र प्रदुषण नियंत्रण मंडळाचे नाहरकत प्रमाणपत्र / संमतीपत्र.
४. महाराष्ट्र शासनाच्या पर्यावरण खात्याचे नाहरकत प्रमाणपत्र.
५. कंपनीच्या संचालक मंडळाने ठरावाद्वारे मंजूर केलेले मुखत्यार पत्र (पॉवर ऑफ अॅटर्नी).
६. मालकी हक्काचा पुरावा.
७. शेवटचे विज देयक भरल्याची पावती (जोडभारत वाढ / घट किंवा करारांतर्गत मागणीत बदल करणेकरीता)
८. य, र, ल किंवा व अर्ज (पूर्ण भरलेले) सोबत ल किंवा व अर्जाचे रु. १००/- चे स्टॅम्प पेपरवर (मुद्रांक) प्रतिज्ञापत्र (नांवातील बदलासाठी)
९. उत्पादकाचे यंत्र चाचणी प्रमाणपत्र.
१०. विद्युत कंत्राट दाराचा चाचणी अहवाल.
११. विद्युत निरीक्षक महाराष्ट्र शासन यांची परवानगी.
१२. कंपनीच्यावतीने कागदपत्रांवर स्वाक्षरी करण्यासाठी प्राधिकृत केल्याचे पत्र.
१३. मुख्य अभियंता यांच्या निर्देशानुसार सादर केलेली अन्य कागदपत्रे / प्रमाणपत्रे.
१४. संबंधीत विभागाची प्रशासकिय मंजूरी अथवा नाहरकत प्रमाणपत्र (उदा. सॉ-मिल-वनखाते, स्टोन क्रशर -अकृषी विभाग, इ.) जोडणीच्या उद्देशाप्रमाणे.
१५. अनुसुचित जाती / जमाती वर्गातील असल्यास याबाबत संबंधीत अधिका-यांचे प्रमाणपत्र.

मी / आम्ही असे जाहीर करतो की ;

मी /आम्ही

- अ) विद्युत कायदा २००३ आणि महाराष्ट्र विद्युत नियामक आयोग (विद्युत पुरवठा संहिता आणि पुरवठ्याच्या इतर अटी) विनियम २००५ मधील प्रावधानांचे पालन करु .
- ब) महावितरणच्या प्रचलित वीज दर पत्रकानुसार , वीज पुरवठ्याच्या रकमेचा भरणा करु..
- क) उपरोक्त विनियमानुसार देय होणारे अन्य आकार तसेच महावितरणने मंजूर केलेले अनुसुचित आकार यांचा भरणा करु .
- ड) उपरोक्त कायदा व विनियम यानुसार महावितरणला देय असलेल्या सुरक्षा अनामत रक्कमेचा भरणा करु.
- इ) महावितरणने माझ्या/ आमच्या जागेमध्ये विज पुरवठा करण्यास तयार असल्याची सुचना दिल्यापासुन एक महिन्याच्या कालावधीत सदर विद्युत पुरवठा घेण्याची हमी घेतो अन्यथा महावितरणला लागू असलेला किमान वीज आकार भरण्याची हमी घेतो.
- ई) वरील सर्व माहिती खरी असुन त्यात काही चुकीची माहिती आढळल्यास त्यासाठी मी / आम्ही पुर्णतः जबाबदार राहु.
- उ) अर्जदाराचा मृत्यु झाल्यास माझ्या/आमच्या नावावर जमा असलेली सुरक्षा अनामत रक्कम अथवा बाकी असलेली शिल्लक रक्कम प्राप्त करण्याकरीता किंवा समायोजित करण्याकरीता मी/ आम्ही खालील व्यक्तीचे नामनिर्देशन करीत आहे / आहोत.
श्री/ श्रीमती

तारीख :

ठिकाण :

* अर्जदाराची सही / अंगठ्याचा ठसा

* अंगठ्याचा ठसा महावितरणच्या ग्राहकाने (ग्राहक क्रमांक लिहावा) / नोटरी /राजपत्रित अधिकारी यांनी साक्षात्कृत करणे आवश्यक आहे.

अर्ज भरण्यासंबंधी सुचना :

१. कृपया पूर्ण व अचुक माहिती संबंधीत रकान्यात भरावी.
२. अपूर्ण व चुकीची माहिती दिल्यास त्याची संपूर्ण जबाबदारी अर्जदारावर राहिल.
३. चाचणी अहवालात भार / यंत्र याची संपूर्ण माहिती असावी. (उदा. उत्पादकाचे नाव, के.डब्ल्यु.क्षमता,व्होल्टेज इ.)
४. नावातील बदलाकरीता अर्जदारानी य, र, ल किंवा व अर्जासोबत मालकी हक्क/ हस्तांतरण/ याबाबतचा पुरावा किंवा मालकाकडून किंवा कायदेशीर वारसाकडून प्राप्त केलेले नाहरकत प्रमाणपत्र जोडणे आवश्यक आहे. घरगुती वापराच्या ग्राहकांच्या नावातील बदल करण्याबाबतीत सुधारीत सोपे अर्ज स्विकारले जातील.
५. श्री फेज विद्युत जोडणीकरीता संपूर्ण माहिती भरुन आवश्यक कागदपत्रासहित भरलेला अर्ज संबंधीत कार्यालयात तीन प्रतीत सादर करावा. सिंगल फेज विद्युत जोडणीकरिता अ-१ अर्जाची एक प्रत सादर करावी.
६. अर्ज सादर केल्यानंतर कृपया अर्जाची पोचपावती घ्यावी.
७. संबंधीत जागेत थकबाकी असल्यास सदर रकमेचा भरणा केल्यानंतरच विद्युत पुरवठा देण्यात येईल.
८. सिंगल फेज लघुदाबाच्या वीज पुरवठ्यासाठीचा अर्ज शाखा कार्यालय / उपविभागीय कार्यालय / ग्राहक सुविधा केंद्र येथे स्विकारले जातील.
९. श्री फेज २० कि.वॅ. पर्यंतचा लघुदाबाच्या वीज पुरवठ्याकरीता अर्ज उपविभागीय कार्यालयात आणि २० कि.वॅ. पेक्षा अधिक भार असल्यास विभागीय कार्यालयात स्विकारले जातील.
१०. उच्च दाबाच्या वीज पुरवठ्याकरीता अर्ज मंडल कार्यालय / ग्राहक सुविधा केंद्र येथे स्विकारले जातील.

पोच पावती

अर्ज क्र. .:

प्राप्तीची तारीख :

जोडणीचा उद्देश:

ग्राहकाचे नाव :

पत्ता :

(सही व कार्यालयाचा शिक्का)

2. The following are my requirements (Please tick appropriate box):

2.1 Purpose:

Agriculture/poultry Farms Others (Specify)

2.2 Details of the Apparatus	No. of Points	Wattage of each point	Voltage	Total Wattage
a) Bulbs	_____	_____	_____	_____
b) CFLs	_____	_____	_____	_____
c) Tube lights	_____	_____	_____	_____
d) Fans	_____	_____	_____	_____
e) Geysers	_____	_____	_____	_____
f) Ovens / Microwave	_____	_____	_____	_____
g) Air Conditioners/ Chillers	_____	_____	_____	_____
h) Refrigerator	_____	_____	_____	_____
i) Television	_____	_____	_____	_____
j) Plug - 5 AMP	_____	_____	_____	_____
- 15 AMP	_____	_____	_____	_____
- 30 AMP	_____	_____	_____	_____
k) Lift	_____	_____	_____	_____
l) Water Pump	_____	_____	_____	_____
m) Motors	_____	_____	_____	_____
n) Others*	_____	_____	_____	_____

Total	Total No. of Points	Total Wattage	Contract Demand
	_____	_____ KW	_____ KVA

*(In case of any other apparatus attach a separate sheet with specific Wattage.)

2.3 For Extension/ Reduction of Load/ Change in Contract Demand:

Existing Load/Contract Demand: _____ KVA/KW/ HP

Additional/ Reduction Load/ Contract Demand: _____ KVA/KW/ HP

Total Load/ Contract Demand: _____ KVA/KW/ HP

3. The wiring/ installation, carried out, is certified by the following Licensed Electrical Contractor

Name	
Address _____	

Tel. No. _____	
E-mail _____	
License No.	Valid up to
_____	_____

Rubber Stamp

4.0 List of document/NOC/clearances attached .(Please bring originals for verification)

1. A – 1 form
2. Proof of ownership.
3. 7/12 abstract (with entry of Borewell/ Well).
4. No objection certificate of Municipal Areas, Gram Panchayat /Irrigation authority.
5. The partition deed, in case of partition deed.
6. Non Agriculture permission in Municipal Areas in case of Poultry farm
7. If belongs to SC/ST category, certificate of Authority for the same
8. X, Y, Z or W forms (duly filled) along with affidavit of Z or W form on Rs. 100 stamp paper. (for change of name)
9. Copy of last bill paid (For load extension/ reduction/ Change of Contract Demand)

I/we make the following declaration;

- a) to abide by the provisions of the Electricity Act 2003 and Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other conditions of Supply) Regulations, 2005.
- b) to pay for the supply of electricity based on the prevailing tariff rates of MSEDCL.
- c) to pay for all other proper charges as become due in accordance with above regulation and approved schedule of charges of MSEDCL.
- d) to deposit such security as MSEDCL may be entitled to be required from me/us under the above Act and Regulations.
- e) to undertake to avail supply within one month from the date the MSEDCL intimate that it is ready to supply to our premises failing which I/we undertake to pay the MSEDCL the minimum charges as may be applicable.
- f) The above information is true and if any false information is observed, I will be fully responsible for the same.
- g) In the event of death of individual I/We hereby nominate to receive or adjust the deposit outstanding in my/our name to
Shri/Smt/ _____

Date:

Place:

*** Applicant's Signature/ Thumb Impression**

* In case of thumb impression the same shall be witnessed by MSEDCL Consumer (consumer no. to be specified)/ Notary /Gazette Officer.

Instruction for filling the form:

1. Kindly fill complete and correct information in relevant column.
2. Applicant will be solely responsible for incomplete or incorrect information.
3. Test report should be submitted with complete information related to Load/ Machinery (i.e. Name of MFG, KW rating, Voltage, etc.)
4. For Change of Name, applicant is requested to fill prescribed X, Y, Z or W forms alongwith ownership/ transfer deed proof or NOC from owner/ legal heirs. In case of residential consumers, simplified form for change of name will be accepted.
5. All completely filled forms should be submitted in **triplicate** with required documents to the concerned office in case of three phase connections. For single phase connection only single copy of A – 1 form will be accepted.
6. Applicant is requested to take Acknowledgement for form submission.
7. Connection will be released only after payment of arrears (if any) on the said premises.
8. L.T. single phase applications will be accepted at Section Office/ Sub-Division Office/ Consumer Facility Centre.
9. For L.T. three phase upto 20 KW load, applications need to be submitted at Sub-Division Office and for above 20 KW Division Office will accept the form.
10. H.T. application will be accepted at Circle office/ Consumer Facility Centre.

Acknowledgement

Application No.:

Date of receipt:

Purpose of Supply:

Name of Consumer:

Address:

(Signature with Office seal)

सदरची जागा अर्जदाराची भाड्याची / भाडेतत्वावर / स्वतःची नसल्यास

जागा मालकाचे
नाव

(कृपया संपूर्ण माहिती द्यावी)

भुखंड /सदनिका क्र./सर्व्हे
इमारतीचे नाव

गल्ली /रस्ता

जवळची खुण

दुरध्वनी क्र.

गाव / शहर

पिन कोड

२. माझी मागणी खालीलप्रमाणे आहे (कृपया योग्य रकान्यात खुण करावी):

२.१ उद्देश :

शेती / कुक्कुटपालन इतर (नमुद करावे)

२.२ उपकरणांची माहिती

पॉईंटसची संख्या

प्रत्येक पॉईंटचे वॉटेज

व्होल्टेज

एकूण वॉटेज

a) दिवे

b) सीएफएल

c) टयुब

d) पंखे

e) गिझर्स

f) ओव्हन / मायक्रोवेव्ह

g) वातानुकूलक/
प्रशीतक

h) फ्रीज (प्रशीतक)

i) टी.व्ही.(दूरचित्रवाणी संच)

j) प्लग - ५ अॅम्पीअर

- १५ अॅम्पीअर

- ३० अॅम्पीअर

k) उद्वाहक

l) पाण्याचा पंप

m) विद्युत मोटर

n) इतर *

एकूण १

एकूण पॉईंटस

एकूण वॉटेज

करारांतर्गत मागणी

कि.वॅ

के.व्ही.ए

*(या व्यतिरिक्त उपकरणे असल्यास त्याची माहिती वॉटेज सहित वेगळ्या कागदावर द्यावी)

२.३ जोडभारत वाढ / घट/ करारांतर्गत मागणीत बदल या करीता :

विद्यमान / सध्याचा भार / करारांतर्गत मागणी : _____ के.व्ही.ए/कि.वॅ./एच.पी.

जोडभार /करारांतर्गत मागणी यामधील प्रस्तावित वाढ अथवा घट : _____ के.व्ही.ए/कि.वॅ./एच.पी.

एकूण भार /करारांतर्गत मागणी : _____ के.व्ही.ए/कि.वॅ./एच.पी.

३. वायरींग/ विद्युत संच मांडणी खालील परवानाधारक विद्युत कंत्राटदाराकडून प्रमाणित करण्यात येत आहे.

नाव	
पत्ता	_____

दुरध्वनी क्र.	_____
ई-मेल	_____
परवाना क्र.	पर्यंत ग्राह्य

रबरी शिक्का

४.० अर्जासोबत जोडलेली आवश्यक कागदपत्रे/ नाहरकत प्रमाणपत्र/ मंजूरी यांची यादी (कृपया मूळ कागदपत्रे पडताळणीकरीता सोबत आणावीत)

१. अ - १ अर्ज
२. मालकी हक्काचे प्रमाणपत्र.
३. ७/१२ उतारा (कुपनलिका / विहीर यांच्या नोंदीसहीत)
४. महानगर पालिका / ग्रामपंचायत/ पाटबंधारे विभाग यांचे ना हरकत प्रमाणपत्र.
५. हिस्सा वाटणी असल्यास, हिस्सा वाटणी करारपत्र.
६. कुक्कुटपालन व्यवसाय महा / नगर पालिका क्षेत्रात असल्यास अकृषीक परवाना.
७. अनुसुचित जाती / जमाती वर्गातील असल्यास याबाबत संबंधीत अधिका-यांचे प्रमाणपत्र.
८. य, र, ल किंवा व अर्ज (पूर्ण भरलेले) सोबत ल किंवा व अर्जाचे रु. १००/- चे स्टॅम्प पेपरवर (मुद्रांक) प्रतिज्ञापत्र (नांवातील बदलासाठी)
९. शेवटचे विज देयक भरल्याची पावती (जोडभारत वाढ / घट किंवा करारांतर्गत मागणीत बदल करणेकरीता)

मी / आम्ही असे जाहीर करतो की ;

मी /आम्ही

- अ) विद्युत कायदा २००३ आणि महाराष्ट्र विद्युत नियामक आयोग (विद्युत पुरवठा संहिता आणि पुरवठ्याच्या इतर अटी) विनियम २००५ मधील प्रावधानांचे पालन करु .
- ब) महावितरणच्या प्रचलित वीज दर पत्रकानुसार , वीज पुरवठ्याच्या रकमेचा भरणा करु.
- क) उपरोक्त विनियमानुसार देय होणारे अन्य आकार तसेच महावितरणने मंजूर केलेले अनुसुचित आकार यांचा भरणा करु .
- ड) उपरोक्त कायदा व विनियम यानुसार महावितरणला देय असलेल्या सुरक्षा अनामत रक्कमेचा भरणा करु.
- इ) महावितरणने माझ्या/ आमच्या जागेमध्ये विज पुरवठा करण्यास तयार असल्याची सुचना दिल्यापासुन एक महिन्याच्या कालावधीत सदर विद्युत पुरवठा घेण्याची हमी घेतो अन्यथा महावितरणला लागू असलेला किमान वीज आकार भरण्याची हमी घेतो.
- ई) वरील सर्व माहिती खरी असुन त्यात काही चुकीची माहिती आढळल्यास त्यासाठी मी / आम्ही पुर्णतः जबाबदार राहु.
- उ) अर्जदाराचा मृत्यु झाल्यास माझ्या/आमच्या नावावर जमा असलेली सुरक्षा अनामत रक्कम अथवा बाकी असलेली शिल्लक रक्कम प्राप्त करण्याकरीता किंवा समायोजित करण्याकरीता मी/ आम्ही खालील व्यक्तीचे नामनिर्देशन करीत आहे / आहोत.
श्री/ श्रीमती

दिनांक :

ठिकाण :

* अर्जदाराची सही / अंगठ्याचा ठसा

* अंगठ्याचा ठसा महावितरणच्या ग्राहकाने (ग्राहक क्रमांक लिहावा) / नोटरी /राजपत्रित अधिकारी यांनी साक्षात्कृत करणे आवश्यक आहे.

अर्ज भरण्यासंबंधी सुचना :

१. कृपया पूर्ण व अचुक माहिती संबंधीत रकान्यात भरावी.
२. अपूर्ण व चुकीची माहिती दिल्यास त्याची संपूर्ण जबाबदारी अर्जदारावर राहिल.
३. चाचणी अहवालात भार / यंत्र याची संपूर्ण माहिती असावी. (उदा. उत्पादकाचे नाव, के.डब्ल्यू.क्षमता,व्होल्टेज इ.)
४. नावातील बदलाकरीता अर्जदारानी य, र, ल किंवा व अर्जासोबत मालकी हक्क/ हस्तांतरण/ याबाबतचा पुरावा किंवा मालकाकडून किंवा कायदेशीर वारसाकडून प्राप्त केलेले नाहरकत प्रमाणपत्र जोडणे आवश्यक आहे. घरगुती वापराच्या ग्राहकांच्या नावातील बदल करण्याबाबतीत सुधारीत सोपे अर्ज स्विकारले जातील.
५. श्री फेज विद्युत जोडणीकरीता संपूर्ण माहिती भरून आवश्यक कागदपत्रासहित भरलेला अर्ज संबंधीत कार्यालयात तीन प्रतीत सादर करावा. सिंगल फेज विद्युत जोडणीकरिता अ-१ अर्जाची एक प्रत सादर करावी.
६. अर्ज सादर केल्यानंतर कृपया अर्जाची पोचपावती घ्यावी.
७. संबंधीत जागेत थकबाकी असल्यास सदर रकमेचा भरणा केल्यानंतरच विद्युत पुरवठा देण्यात येईल.
८. सिंगल फेज लघुदाबाच्या वीज पुरवठ्यासाठीचा अर्ज शाखा कार्यालय / उपविभागीय कार्यालय / ग्राहक सुविधा केंद्र येथे स्विकारले जातील.
९. श्री फेज २० कि.वॅ. पर्यंतचा लघुदाबाच्या वीज पुरवठ्याकरीता अर्ज उपविभागीय कार्यालयात आणि २० कि.वॅ. पेक्षा अधिक भार असल्यास विभागीय कार्यालयात स्विकारले जातील.
१०. उच्च दाबाच्या वीज पुरवठ्याकरीता अर्ज मंडल कार्यालय / ग्राहक सुविधा केंद्र येथे स्विकारले जातील.

पोच पावती

अर्ज क्र. .:

प्राप्तीची तारीख :

जोडणीचा उद्देश:

ग्राहकाचे नाव :

पत्ता :

(सही व कार्यालयाचा शिक्का)

ANNEXURE B

**INFORMATION TO BE GIVEN TO THE APPLICANT / CONSUMER REGARDING STATUS
OF HIS APPLICATION**

AS PER THE PROVISIONS OF THE CONDITION NO. 2.1

To,
Shri. / Smt./ M/s. _____,

Subject: Status of the Application.

Dear Sir / Madam,

 This has reference to your Application No dated _____ for:

 Further, as per your letter dated _____, you have requested to know the status of the said Application. Accordingly, in this regard, it is to inform you that the processing & approval of the said Application is getting delayed for the following reason(s) and it is expected that your application dated _____ under reference is likely to be disposed off by _____.

1. _____,
2. _____,
3. _____,

Thanking you,

Yours faithfully,

DATE:

OFFICER IN – CHARGE

ANNEXURE C

NOTICE FOR JOINT INSPECTION OF PREMISES

AS PER THE PROVISIONS OF THE CONDITION NO. 3.1.1

To,
Shri / Smt./ M/s. _____,

Subject: Joint Inspection of premises.

Dear Sir / Madam,

This has reference to your Application dated _____ for _____

For processing the said Application further, the undersigned or any other Officer / Employee of the MSEDCL, duly authorized by the undersigned, shall visit the above mentioned premises on _____ at _____, to conduct the study of technical requirement for giving power supply / additional power supply / Shifting of Service Line and to inspect the premises. This may please be treated as notice for inspection of premises. You, along with your Electrical Contractor, may remain present at the time of the proposed inspection. In case of any unforeseen situation if the visit is required to be rescheduled, new date will be intimated later.

Thanking you,

Yours faithfully,

DATE:

OFFICER IN – CHARGE

ANNEXURE-D

AS PER THE PROVISIONS OF THE CONDITION NO. 3.2.3

ELECTRICAL CONTRACTOR'S COMPLETION REPORT

Application No. _____

Place: _____

To,
The MSEDCL

Date: _____

_____ (Local Office)

I/we beg to inform you that installation at _____ occupied by _____ has been completed by me / us and is now ready for test.

The details of the installation and test obtained are as follows:

Nature of Demand	No. of Points	Wattage of Points	Total Wattage	Insulation resistance to earth	Remarks
LIGHTING Light – General Services Light – Fluorescent Fans Wall Plugs DOMESTIC APPLIANCES Cookers Refrigerator Water Heater / Geyser Washing Machine Air Conditioner / Air cooler Wall Plugs Other					
MOTORS Industrial Pumps Other Purposes	No.	BHP / kW (each)	Total BHP / kW		
Total					
OTHER EQUIPMENTS					

Insulation test at the point of supply was carried out by me on _____ 20__ and the result was _____ to earth and _____ between phases.

ANNEXURE- E

**INTIMATION TO BE GIVEN IN RESPECT OF THE DETAILS OF ANY WORKS THAT ARE
REQUIRED TO BE UNDERTAKEN FOR RELEASING THE POWER SUPPLY**

AS PER THE PROVISIONS OF THE CONDITION NO. 3.2.5

To,
Shri / Smt. / M/s. _____,

Subject: Intimation of works.

Dear Sir / Madam,

This has reference to your Application dated _____ for:

- (1) Low Tension / High Tension power supply in the name of _____
for ____ kW / ____ HP / ____ kVA for the premises situated at _____

- (2) Additional power supply (additional sanctioned load / enhancement of Contract Demand)
of ____ kW / ____ kVA in respect of existing Low Tension / High Tension
power supply, already provided by the MSEDCL in the name of
_____, (Consumer no. _____), for ____ kW
sanctioned load / ____ kVA Contract Demand situated at _____

- (3) Shifting of existing service line laid by the MSEDCL for giving power supply to Shri. / Smt.
/ M/s. _____, for the premises
situated at _____

- (4) Restoration of the power supply of Shri. /Smt. / M/s.
_____, for the premises situated at _____,
_____ which was disconnected
by the MSEDCL,

(5) Change of Name of the power supply previously released by the MSEDCL in the name of Shri. /Smt. / M/s. _____, for the premises situated at _____,

In pursuance of the said Application, the undersigned / authorized representative of the undersigned has carried out the inspection of the premises where power supply / additional power supply is desired. Accordingly, for releasing the power supply, it is necessary to carry out following works and you are requested to pay the charges based on the Schedule of Charges as approved by the Commission , so as to enable the MSEDCL to process your application for power supply / additional power supply.

Works to be carried out--

Thanking you,

Yours faithfully,

DATE:

OFFICER IN – CHARGE

ANNEXURE - F
Agreement Form

AS PER THE PROVISIONS OF THE CONDITION NO. 17.1

WHEREAS Shri / Shreemati / M/s. _____, an Individual / a Company duly registered under the Indian Companies Act / a Partnership Firm / a Charitable Institution duly registered under the Charitable Trusts Act / Any Other Institution (**to be specified**) duly registered under the _____ Act, having its Permanent Address as / Registered Office at _____ (hereinafter to be referred to as "the consumer"), which expression, wherever the context so admits, shall include his its heirs, executors, administrators / its successor or successors/ successor in-title and permitted assigns) of the **ONE PART**; has submitted a requisition in prescribed format for supply of electrical energy to the extent of ____ HP / ____ kW / ____ kVA for _____ purpose for his premises situated at _____ and has completed all such other formalities;

AND

WHEREAS THE MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD., a Company duly registered under the Indian Companies Act; having its Registered Office at "Prakashgad" Plot No. G-9, Anant Kanekar Marg, Bandra (East), Mumbai, 400 051 (hereinafter to be referred to as "the Licensee" and wherever the context so admits, shall include its legal successors and assigns) of the **OTHER PART** has agreed to supply to the Consumer electrical energy for the said purpose;

AN AGREEMENT made on this day of 20..... BETWEEN THE CONSUMER & THE LICENSEE as follows:

- 1.** In this Agreement unless the context otherwise requires;
 - 1.1 **"The ACT"** shall mean the Electricity Act, 2003 as amended from time to time or such other enactment governing the supply and use of electrical energy and as may be in force from time to time;
 - 1.2 **"The Rules and Regulations"** shall mean the rules and regulations in force from time to time under the Act;
- 2. DATE OF COMING INTO FORCE OF THE AGREEMENT:**
 - 2.1 Under the conditions of this contract, the consumer shall take electrical energy / power supply from the Licensee within a period of three months from the date of issue of intimation by the authorized Officer of the Licensee that supply of electrical energy is available;
 - 2.2 The provisions of this agreement shall be deemed to have come into force from the date of commencement of supply of energy or the date of expiry of three months notice above referred to, whichever is earlier;

- 2.3 In case the consumer is unable to receive supply of electrical energy before expiry of three months period from the date of issue of intimation by the authorized officer of the Licensee, it shall be considered as the power supply deemed to have been commenced from the date immediately following the date of expiry of three months period and the consumer shall be liable to pay the **FIXED CHARGES** as may be applicable from time to time;

3. PERIOD OF AGREEMENT & DETERMINATION OF AGREEMENT:

- 3.1 The Consumer shall be at liberty to terminate this Agreement by giving a notice, in writing, of not less than 30 days, expressing such intention; at any time after the commencement of power supply, including deemed commencement of power supply, wherever applicable;
- 3.2 In case the consumer intentionally violates any of the provisions of this Agreement or commits breach of any of the provisions of this Agreement or acts in contravention to the provisions of the Law governing supply of electrical energy, including the Regulations framed by the Maharashtra State Electricity Regulatory Commission from time to time, the Licensee shall be at liberty and shall terminate this Agreement at any time by giving a notice of not less than 15 days;
- 3.3 Unless terminated by either side, the Agreement shall remain in force for such period the Consumer is taking supply of electrical energy from the Licensee.

4. OTHER CONDITIONS OF SUPPLY:

- 4.1 During the period of supply, the Licensee shall supply to the consumer and the consumer shall take from the Licensee all the electrical energy required by the consumer, subject to the limits of Contract Demand / Sanctioned Load, for the purposes stated herein above at Consumer's premises situated at _____;
- 4.2 The supply of 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 _____ volts subject to the tolerance limits permitted by the Act;
- 4.3 The point of delivery for the supply of electrical energy / point of supply of electrical energy shall be as mutually agreed between the Licensee & the Consumer and shall always be at the main entrance of the Consumer's premises, provided the decision of the Licensee in respect of location of point of delivery for the supply of electrical energy / point of supply of electrical energy shall be final;
- 4.4 The Licensee shall install energy meter & other metering equipment of appropriate design, make & capacity at the point of delivery for the supply of electrical energy / point of supply of electrical energy;
- 4.5 For the purpose of this Agreement, availability of the electrical energy of the above stated voltage and frequency at the said point of delivery shall constitute the supply of electrical energy;
- 4.6 The consumer shall provide and continue to provide, during the continuance of this Agreement, suitable accommodation, to be approved by the authorized Officer of the Licensee, for placing equipment and apparatus of the Licensee, necessary for the performance of this agreement.

4.7 The 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 and other accessories & equipment necessary for giving connections to other Consumers 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 Licensee.

5. PAYMENT OF CHARGES:

5.1 The Consumer shall pay to the Licensee every month or after every such duration as may be prescribed by the Licensee, charges as mentioned in the Licensee's tariff schedule referred to hereinafter, for the electrical energy supplied to the Consumer during the preceding month or the preceding such duration;

5.2 If during the currency of this agreement, the rates including Fixed Charges, are revised, replaced, increased or decreased, such revised, replaced, increased or decreased rates from the date specified, shall apply to the Consumer during and for the unexpired period of this agreement;

5.3 A copy of the current Tariff Schedule in force with effect from _____ referred herein above in this agreement is set out in the First Schedule attached hereto, which however does not include any tax, duty or other direct or indirect charges on electrical energy that may be payable in accordance with any law in force or which may increase the cost of production and such charges will be payable by the consumer in addition to the tariff charges.

6. DISCONNECTION OF POWER SUPPLY:

6.1 The consumer hereby agrees that its/his/her supply will be disconnected in case it/he/she fails to deposit arrears of electricity charges and other charges as may be due within 15 days from the date of receipt of demand notice for such charges.

6.2 The consumer hereby agrees that in the event it/he/she is found, prima-facie, involved in commission of theft of electricity or its unauthorized use, the Licensee shall have right to disconnect the supply forthwith without notice.

6.3 In the event of the supply of electrical energy being discontinued by the Licensee in consequences of any breach or default on the part of the Consumer entitling the Licensee so to do under the provisions of the Act and Rules, 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 FIXED CHARGES payable as per the Licensee's tariff in force.

7. TRANSFER OF AGREEMENT:

7.1 During the continuance of this Agreement, the Licensee shall be at liberty and shall disconnect the power supply of the Consumer on account of any or all of the following reasons, provided the Licensee shall issue a fifteen days notice to the Consumer in this regard and shall give an opportunity to the Consumer to make submissions in his support:

- 7.1.1 The Consumers being a limited company pass a resolution for winding up or be ordered to be wound up by a Court of competent jurisdiction or being an individual or individuals commit any act of insolvency or be adjudged insolvent or
- 7.1.2 The Consumer executes or creates any mortgage, charge or other encumbrances on any property or asset of the consumer so as to prejudicially affect the Licensee's electric meter, plant, apparatus and equipment at the Consumer's premises or any part thereof or any right exercisable by the Supplier in connection with said electric meters, plant, apparatus and equipment;
- 7.1.3 The Consumer commits any breach of or fails to observe and perform any of the conditions and provisions contained in this Agreement on his part to be observed and performed;
- 7.2 The Consumer shall not, without the previous consent in writing of the 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.

8. Arrears of electricity charges or any sum other than a charge for electricity due to be charges on premises:-

- 8.1 The consumer hereby agrees that any charge for electricity or any sum other than a charge for electricity due to licensee, which remains unpaid shall be charge on its/his/her premises and also on the premises transmitted to Legal Representative, Successor in law, new owner or occupier of the premises and shall be recoverable by the Distribution Licensee.

9. UNDERTAKING:-

- 9.1 The consumer hereby agrees and undertake as under:-
- (a) to abide by the provision of the Act and these Regulations;
 - (b) to pay for the supply of electricity based on the prevailing tariff rates;
 - (c) to pay for all other proper charges as become due in accordance with these Regulation and the approved schedule of charges of the Distribution Licensee;
 - (d) that he shall deposit such security as the Distribution Licensee may be entitled to require from him under the Act and the Regulations:

10. SECURITY DEPOSIT:-

- 10.1The consumer hereby agrees to pay as security deposit the amount equivalent of the average of three months of billing or the billing cycle period, whichever is lesser, as per clause 11 of the Supply Code and other Conditions of Supply Regulation, 2005.
- 10.2The consumer hereby agrees that the Distribution Licensee may refuse to give supply of electricity or to provide the line, plant or meter in case the consumer fails to give security to the Distribution Licensee.
- 10.3The consumer hereby agrees that in case the security given by it/him/her has become invalid or in-sufficient, the licensee may by notice require, within 30 days after the

service of notice to give reasonable security for payment of all money which may become due to the consumer in respect of supply of electricity or provision of line, plant or meter.

- 10.4 The consumer agrees that the distribution Licensee may discontinue the supply of electricity for the period during which such failure to pay security/additional security continues after the period of 30 days mentioned above.
- 10.5 The Distribution Licensee agrees that it will not insist for any security if the supply is through pre-payment mode.
- 10.6 The consumer agrees that the Distribution Licensee may impose restriction on the supply of electricity in pursuance of Sec. 43 read with section 48 of the Act.
- 11.** Conditions and Miscellaneous Charges for Supply of Electrical Energy of the Licensee, which are annexed hereto, for the time being in force and as amended by the Licensee from time to time shall be deemed to be part of this Agreement and shall govern the parties hereto in so far as applicable.
- 12.** Nothing contained in this agreement or any amendment thereof shall restrict any rights, obligations and discretion which the Licensee may derive under any legislation relating to the supply of electricity enacted during the period of this agreement.
- 13.** The Licensee shall take all reasonable precaution to ensure continuity of supply of power to the Consumer but shall not be responsible for or liable to the consumer for any loss to him or damage to his plant and equipment due to interruption in supply due to damage to the suppliers plant and equipment for reasons including but not limited to war, mutiny, riot, earthquake, cyclone, tempest strike, civil commotion, lock out, lightning, fire, flood, accident or break down of plant and machinery or causes beyond control of the Licensee. The Licensee shall give notice as early as possible of the probable duration of such interruptions in supply of power to the consumer.
- 14.** The Consumer hereby agrees that, under this agreement, the Licensee shall be permitted to curtail or stagger or cut off altogether the supply of electrical energy by the Licensee, if the power position or any other emergency in the power system warrants such a course of action.
- 15.** The Licensee shall always be entitled for reasons of testing or outages or maintenance or any other cause for efficient working of the undertaking to temporarily discontinue the supply for such period as may be necessary subject always to adequate advance notice being given in this behalf, with the object of causing minimum inconvenience to the consumer.
- 16.** In all matters herein not specifically provided for, the provisions of the Act, the Regulations framed by the Maharashtra Electricity Regulatory Commission, the provisions of the Conditions of Supply, for the time being in force there under shall apply.
- 17.** The stamp duty payable, if any, for registration of this Agreement, shall be paid by the Consumer.

IN WITNESS WHEREOF The parties hereto have executed these presents the day and year first above written.

Signed and delivered by

Shri/Smt _____

On behalf of the Maharashtra State Electricity

Distribution Co. Ltd. in presence of -

1) Name Shri/Smt _____

2) Name Shri/Smt _____

Common seal of _____

_____ has been affixed hereto

pursuant to a Resolution of the Board of Directors
of the Company passed at its meeting

held on _____

day of _____

in the presence of

1) Name of Director _____

2) Name of Director _____

Directors of the Company who have set
their respective hands hereto in the presence
of

1) Name _____

2) Name _____

Signature _____

Signature _____

Signature _____

1) Signature _____

2) Signature _____

1) Signature of witness _____

2) Signature of witness _____

ANNEXURE G

APPLICATION FOR CHANGE OF NAME FORM-X, Y & Z

AS PER THE PROVISIONS OF THE CONDITION NO. 20.1 & 20.3

APPLICATION FOR CHANGE OF NAME

FORM 'X'

Consent for change of Name / Ownership of Installation

1. Full Name, address and profession / Occupation of transferor.
2. Full Name, address and profession / Occupation of transferee.
3. Full Address of premises served by transferor.
4. Electric load involved in kW / HP
Meter No.
5. Nature of factory / establishment
with products / Nature.
6. Is the transfer of business through a registered deed or documents, if not, how is it being effected.
7. Consent of the transferor to transfer the connection.
8. Consent of the transferor to transfer security deposit.

I Shri / Smt. / M/s. _____, hereby give consent to transfer the connection and security deposit in the name of transferee Shri / Smt. / M/s. _____

_____.

Signature of Transferor

(Old Consumer)

Signature of Transferee

(New Consumer)

नांवातील बदलासाठीचा अर्ज

अर्ज ' य '

नांवात / विद्युत जोडणीच्या मालकीमध्ये बदल करण्याबाबतचे संमती पत्र

- १) हस्तांतरकर्त्याचे पूर्ण नांव, पत्ता आणि व्यवसाय :
- २) नवीन ग्राहकाचे (हस्तांतरण करून घेणा-याचे)
पूर्ण नांव, पत्ता आणि व्यवसाय :
- ३) विद्युत जोडणी असलेल्या जागेचा पूर्ण पत्ता :
- ४) विद्युत भार कि.वॅ. / अश्वशक्तीमध्ये
मीटर क्र. :
- ५) कारखाना / संस्था / आस्थापना प्रकार
उत्पादनाचा प्रकार :
- ६) व्यवसायाचे हस्तांतरण नोंदणीकृत करारान्वये/
कागदपत्रान्वये केलेले आहे का ?
नसल्यास कसे केलेले आहे. :
- ७) विद्युत जोडणी हस्तांतरीत करण्याबाबत
हस्तांतरकर्त्याचे संमतीपत्र. :
- ८) विद्युत जोडणीची सुरक्षा अनामत रक्कम
हस्तांतरीत करण्यासंबंधी हस्तांतरकर्त्याचे संमती पत्र :

माझ्या/ आमच्या श्री / श्रीमती / मेसर्स _____ या नांवे असलेली
सदर विद्युत जोडणी व सुरक्षा अनामत रक्कम श्री / श्रीमती / मेसर्स _____
यांच्या नावे हस्तांतरीत करण्यास माझी / आमची संमती आहे.

हस्तांतरकर्त्याची स्वाक्षरी
(जुना ग्राहक)

हस्तांतरण करून घेण्या-याची स्वाक्षरी
(नवीन ग्राहक)

APPLICATION FOR CHANGE OF NAME

FORM 'Y'

Undertaking that the incoming consumer accept the liability of old consumer

To,

The _____Engineer,

MSEDCL, _____

Dear Sir,

In consideration of you agreeing to change the service connection no. _____
in my name, although the said service connection stands in the name of Shri / Smt. / M/s.
_____, I hereby undertake to hold the
MSEDCL harmless and keep indemnified against all claims in respect of the change of name in
the said service connection. I hereby further agree to pay all the arrears in accordance to
Regulation 10.5 of Supply Code and discharge all the liability of the transferor, if need be.

Yours faithfully,

(Transferee)

Full Name:

Address:

नांवातील बदलासाठीचा अर्ज

अर्ज - र

जुन्या ग्राहकाचे सर्व दायित्व स्वीकारण्याबाबतचे नवीन ग्राहकाचे हमीपत्र

प्रति,

_____ अभियंता
महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्यादित,

महोदय,

श्री./श्रीमती/मेसर्स _____ यांच्या नांवे असलेली विद्युत जोडणी क्र.
_____ माझ्या / आमच्या नांवे करण्याकरिता आपण दर्शविलेल्या सहमतीच्या अनुषंगाने मी हमी देतो
की, सदर विद्युत जोडणीच्या हस्तांतरणामधुन उद्भवणा-या कोणत्याही दाव्याबाबत महावितरण कंपनी
कसल्याहीप्रकारे जबाबदार राहणार नाही. तसेच विद्युत पुरवठा विनियम क्र. १०.५ अनुसार हस्तांतरकर्त्याची सर्व
थकबाकी / आवश्यक ती अन्य देणी भरण्याची हमी मी देत आहे.

आपला/आपली विश्वासु,

(नवीन ग्राहक)

पूर्ण नाव :

पत्ता :

APPLICATION FOR CHANGE OF NAME

FORM ' Z '

DECLARATION WHERE THE TRANSFEROR IS NOT AVAILABLE

I, _____, son of _____, age _____ years, residing at _____ do hereby on solemn affirmation declare as under:

That by deed of conveyance dated _____, Shri / Smt. / M/s. _____ has / have sold the immovable properties to me and has / have also agreed that, all the benefits together with liabilities past and future in respect of the supply of electrical energy to him / her / them by the MSEDCL on the said properties should be transferred to me. Accordingly, I have agreed to take all the benefits together with past and future liabilities in respect of the supply of Electrical energy by the MSEDCL to the said premises and undertake to pay the same and abide by the terms and conditions of the MSEDCL prevailing from time to time. I hereby undertake and agree to take supply from the MSEDCL on the terms and conditions herein mentioned and further undertake to hold MSEDCL or its authorized representatives harmless and indemnified against all claims in respect of this change in the above referred service connection and hereby agree to pay up all the arrears in accordance to Regulations 10.5 of Supply Code and to discharge all the liability of the transferor.

Solemnly declared at _____ on this _____ day of _____.

Signed by transferee

नांवातील बदलासाठीचा अर्ज

अर्ज ' ल '

हस्तांतरकर्ता उपलब्ध नसल्यास सादर करावयाचे प्रतिज्ञापत्र

मी _____ श्री. _____ यांचा/यांची मुलगा/मुलगी
वय _____ वर्षे, राहणार _____ सत्य प्रतिज्ञेवर गांभीर्यपूर्वक जाहीर
करीतो की,

दिनांक _____ रोजीच्या करारांन्वये श्री./श्रीमती/मेसर्स _____
यांनी त्यांची अस्थायी मालमत्ता मला विकलेली आहे आणि सदर मालमत्तेशी निगडीत असलेली, विद्युत
पुरवठ्यासंबंधीची महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्यादितकडून अपेक्षित असलेली गतकालीन अथवा
भविष्यकालीन सर्व येणी किंवा (कंपनीची) देणी माझ्या नावे हस्तांतरीत करण्यास संमती दिलेली आहे. त्यानुसार सदर
मालमत्तेशी निगडीत असलेली, विद्युत पुरवठ्यासंबंधीची महाराष्ट्र राज्य विद्युत वितरण कंपनी मर्यादितकडून अपेक्षित
असलेली गतकालीन अथवा भविष्यकालीन सर्व येणी किंवा (कंपनीची) देणी स्वीकारण्याची / भरण्याची तसेच
महाराष्ट्र राज्य विद्युत वितरण कंपनीच्या वेळोवेळी प्रचलित असणा-या नियम व अटी यांचे पालन करण्याची हमी मी
देत आहे.

महाराष्ट्र राज्य विद्युत वितरण कंपनीकडून कंपनीच्या प्रचलित नियम आणि अटी यांच्या आधीन राहून विद्युत
पुरवठा घेण्याची मी हमी देतो. तसेच सदर विद्युत जोडणीच्या हस्तांतरणामधुन उद्भवणा-या कोणत्याही दाव्याबाबत
महावितरण कंपनी कसल्याहीप्रकारे जबाबदार राहणार नाही याची मी हमी देतो. त्याचबरोबर विद्युत पुरवठा विनियम
क्र. १०.५ अनुसार हस्तांतरकर्त्याची सर्व थकबाकी / आवश्यक ती अन्य देणी भरण्याची हमी मी देत आहे.

वरीलप्रमाणे, आज दिनांक _____ रोजी _____ या ठिकाणी गांभीर्यपूर्वक जाहीर करित आहे.

(नवीन ग्राहकाची /हस्तांतरण करून घेणा-याची स्वाक्षरी)

Date:

To,

.....
M.S.E.D.C.L.

.....

UNDERTAKING FOR CHANGE OF NAME
(Simplified form to be used by Residential Consumers)

Dear Madam / Sir

Consumer No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Meter No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Consumer's Present Registered Name: _____

Address at which supply is connected: _____

_____ Pin Code _____

I request you to transfer the above connection to my name. (Form A-1 enclosed).

I am the tenant/occupant/owner of the premises. The connection is registered in the name of the previous tenant/ occupant/owner of the premises/in the name of the builders/ society.

(Please fill if you don't have a consent letter)

I hereby declare that I am unable to get the consent letter from Mr./Mrs./s _____

_____ Who is/are the existing registered consumer for the transfer of the above connection from his/her/their name to my name.

I am submitting the following documents in support of my ownership/occupancy of the premises.

- 1) _____
- 2) _____
- 3) _____

I state that I am the sole occupant/owner of the above premises for which the abovementioned meter(s) are connected and the electric supply is used exclusively for the above premises. I also state that I am not receiving supply at the above premises through any other meters.

In case of any false representation on my part or in case of any objection from the present registered consumer or in case the documents produced by me are not absolutely correct, the Company reserves the right to retransfer the connection in the name of the present registered consumer.

I undertake to make the payment to the Company of all debits with respect to the present registered consumer that may arise at subsequent date.

I also undertake to keep your Company indemnified of any consequences at any time in future in case of any dispute, on account of the transfer of the above connection to my/our/name/names.

This undertaking will be binding on my self ourselves and my/our/her/executors and administrators.

Yours faithfully

Enclosed:

Applicant's Signature

Name:

ANNEXURE-H
AFFIDAVIT OF THE SUCCESSOR

AS PER THE PROVISIONS OF THE CONDITION NO. 20.5

APPLICATION FOR CHANGE OF NAME

FORM 'W'

To be submitted in case of death of original owner by the legal heirs

I _____ of _____

do hereby on solemn affirmation declare as under -

That the Consumer Shri _____
_____ is my _____

He/She died on _____ I have produced the death Certificate along with my application form. I declare that I am the legal heir of the said deceased and have inherited all the movable and immovable properties together with liabilities, past and future. I am willing to take-over all the past and future liabilities in respect of the supply of electrical energy and hire of electric connection No. _____

I am agreeable to execute a fresh agreement in order to take all the benefits together with liabilities, past and future in respect of the supply of electrical energy and hire of electric connection No. _____ from the Maharashtra State Electricity Distribution Company Ltd. and pay for the same and abide by terms and conditions of the said MSEDCL prevailing from time to time. I hereby undertake and agree to take supply from the MSEDCL on the terms and conditions herein mentioned and further undertake to hold MSEDCL or its agents harmless and indemnified against all claims of any other persons claiming any rights to the said service, howsoever, by reason of your agreeing to the transfer the same to my name and hereby also agree to pay up all the arrears and to discharge all the liabilities of the outgoing consumer.

Solemnly declared

At _____ on his _____ day of _____ 20

We consent to the transfer
applied for

(Sign of transferee)

- 1.
- 2.
- 3.

(Heirs of the deceased)

नांवातील बदलासाठीचा अर्ज

अर्ज ' व '

मुळ मालकाचे निधन झाले असल्यास कायदेशीर वारसाने सादर करण्यासाठी

मी _____ श्री/श्रीमती _____
यांचा मुलगा/ मुलगी सत्य प्रतिज्ञेवर गांभीर्यपूर्वक जाहीर करतो की,

विद्युत ग्राहक श्री. _____ हे माझे _____
(नात्याचा प्रकार) होते. त्यांचे दि. _____ रोजी निधन झाले. माझ्या अर्जासोबत त्यांचे मृत्यु
प्रमाणपत्र सादर केलेले आहे.

मी जाहीर करतो की उपरोल्लेखित (मयत) विद्युत ग्राहकाचा/ग्राहकाची मी कायदेशीर वारस असून त्यांची सर्व
स्थावर व जंगम मालमत्ता (गतकालीन तसेच भविष्यकालीन सर्व दायित्वांसह) मला वारसाहक्काने प्राप्त झालेली
आहे.

उपरोक्त ग्राहकाची विद्युत जोडणी क्र. _____ व त्या अनुषंगाने करण्यात येणा-या वीज
पुरवठ्यासंबंधीची गतकालीन आणि भविष्यकालीन सर्व दायित्वे स्वीकारण्याची माझी इच्छा आहे.

तसेच सदर विद्युत जोडणी क्र. _____ व त्या अनुषंगाने करण्यात येणा-या वीज पुरवठ्यासंबंधीची
गतकालीन आणि भविष्यकालीन सर्व दायित्वांबाबत महावितरणसोबत कंपनी नव्याने करार करण्यास, कंपनीच्या
सर्व देण्यांचा भरणा करण्यास व कंपनीच्या वेळोवेळी प्रचलित असणा-या नियम व अटी यांचे पालन करण्यास मी
सहमत आहे.

मी यापत्राव्दारे महावितरण कंपनीकडून विद्युत पुरवठा घेण्याची हमी देतो. तसेच सदर विद्युत जोडणी क्र. _____
माझ्या / आमच्या नांवे करण्याकरिता आपण दर्शविलेल्या सहमतीच्या अनुषंगाने मी हमी देतो की, सदर विद्युत
जोडणीच्या हस्तांतरणामधुन उद्भवणा-या कोणत्याही दाव्याबाबत महावितरण कंपनी कसल्याहीप्रकारे जबाबदार
राहणार नाही. तसेच जुन्या ग्राहकाची सर्व थकबाकी भरण्याची व त्याची सर्व दायित्वे पार पाडण्याची मी हमी देतो.

वरीलप्रमाणे आज दि. _____ रोजी गांभीर्यपूर्वक जाहीर करित आहे.

(नवीन ग्राहकाची/हस्तांतरण करून घेणा-याची स्वाक्षरी)

वरीलप्रमाणे हस्तांतरण करण्यास आमची संमती आहे.

- १.
- २.
- ३.

(मयत व्यक्तीचे वारस)

ANNEXURE- I

NOTICE OF DISCONNECTION (Model Form)

AS PER THE PROVISIONS OF THE CONDITION NO. 23.2

To,

Date:

Shri./Smt./M/s. _____

Sub: -Notice of disconnection of supply under Section 56 of Electricity Act 2003

Please refer bill for the month of _____ and arrange to pay the arrears of Rs. _____ on or before _____.

In case of failure to effect the payment as above, your supply will be disconnected on _____ i.e. after expiry of 15 clear days of this notice as per provisions under Section 56 of Electricity Act, 2003.

Thanking you,

Yours faithfully,

Engineer in charge

(_____)

FOR OFFICE USE ONLY

Copy to:

The Executive Engineer, _____

O&M Division.

The Assistant Engineer, _____

O&M Sub Division. _____

ANNEXURE- J (B)

“SPOT INSPECTION REPORT”

AS PER THE PROVISIONS OF THE CONDITION NO. 24.2.1

Place: _____ Date: _____

Location: _____ Time _____

- 1 Name/address/phone no. of the firm/factory/installation/premises.
- 2 Owner's/Partner's Name & Address
- 3 Consumer No.
- 4 Category of consumer/tariff applicable
- 5a) Sanctioned load
- b) Contract Demand
- c) Connected Load
- 6 Type of installation and nature of processes/product
- 7 Normal working hrs/no. of shifts
- 8 Billing office
- 9 Details of Meter
- a) Metering provided on HT/LT side
- b) Meter S.No./Lab.No.
- c) Make and type
- d) Capacity of meter-Amps/CT Ratio/PT Ratio
- e) MD Range
- f) Rev/kWh
- g) Meter Reading
- h) Scale factor of meter
- i) Connected CTR, PTR
- j) Overall M.F. for units/M.D.
- k) MF as per MR6/G7
- 10 General observations
- a) Power cable before meter visible or not
- b) CTPT cable visible/not visible and type
- c) Type of seal

Seal No.

Condition of seal

Condition of isolating devices

Condition of meter box.

Other observations.

11 Irregularities observed

Usage of Electricity;

- a) by any artificial means; or
- b) by a means not authorized by the MSEDCL; or
- c) through a tampered meter; or
- d) for the purpose other than for which the usage of electricity was authorized; or
- e) for the premises or areas other than those for which the supply of electricity was authorized.

12 Remarks

The above mentioned details and the irregularities pointed out have been checked in my presence and I agree with the same.

1) Signature of consumer or representative along with name, Designation and date.

(In case of refusal of consumer/representative the Assessing Officer should record this fact in this column)

2) Name, signature & Designation of assessing officer

3) Witnesses 1) Name:

Address:

Sign:

2) Name:

Address:

Sign:

ANNEXURE – K-1

ORDER OF PROVISIONAL ASSESSMENT (SECTION 126)

AS PER THE PROVISIONS OF THE CONDITION NO. 24.3.3

- | | |
|---|---|
| 1. I.R.No. | : |
| 2. Date | : |
| 3. K.No. (Sr. No. in the log book as per 24.2.1 | : |
| 4. Name of Registered Consumer | : |
| 5. Name of User | : |
| 6. Address | : |
| 7. Unauthorized use | : |
| a) Artificial means found | |
| b) Means not authorized by the MSEDCL | |
| c) Through a tampered meter | |
| d) For the purpose other than for which the usage of electricity was authorized | |
| e) For the premises or areas other than those for which the supply of electricity was authorized. | |
| 8. Nature of Establishment | : |

Dear Sir/Madam

On inspection of the above referred electricity connection, it was observed that the connection was being used unauthorisly as pointed as above.

The above is prima facie indicative of Unauthorized Use of Energy ("UUE") under Section 126 of the Electricity Act, 2003.

In line with the Tariff Order and the Electricity Act, 2003 & Amendment Act 2007 this provisional assessment order is issued calling upon you to pay the amount of Rs..... (Rs.....) as per this provisional assessment with in 7 days from the date of this order. An opportunity for personal hearing is given to you for your oral/ written representation within 7 days in case of your disagreement with this order. The working of the provisional assessment amount is enclosed herewith.

1. The Spot Inspection Report prepared at site, was refused to be accepted by you/your representative.

OR

2. The same were pasted at your premises and photographs thereof have been taken.

OR

3. Action at para above was not permitted. Thus the notice is being sent herewith through Registered Post.

The final order will be passed within 30 days from this order.

(Please tick whichever is relevant)

Signature :

Name :

Assessing Officer:

Encl: Inspection Report.

Signature of Consumer/User.

ANNEXURE – K-2

ORDER OF FINAL ASSESSMENT (SECTION 126)

AS PER THE PROVISIONS OF THE CONDITION NO. 24.4

To,

.....
.....
.....

On inspection of the premises on dt..... time..... and on giving you opportunity of personal hearing on dt.....time..... at the office of,

I, the Assessing Officer has come to the conclusion that there was unauthorized use of electricity within the meaning of Section 126 of Electricity Act, 2003.

This is the final assessment order served on you. The details of working of the final assessment amount is enclosed herewith.

Please pay the final assessed amount Rs..... with indays / on or before dt.....

Assessing Officer

ANNEXURE - L

COMPLAINT REGISTER FOR THEFT OF ELRCTRICITY AS PER THE PROVISIONS OF THE CONDITION NO. 25.3.4

COMPLAINT REGISTER

1. Name of Consumer & address
2. Inspection Report No.
Date & Time
3. Name of MSEDCL's authorized Officers & Consumer or
Consumer's Representative during inspection
4. Source of information regarding Theft of Energy
5. Modus Operandi of Theft
6. Name of Panch & Address / if Panchanama not made
MSEDCL's authorized Officer & Consumer or Consumer's Representative's
name & address in Joint Inspection Report.
7. Material/documents seized, and details as per Section 135
8. Period of Theft
9. Theft of Electricity (Units)
10. Amount of Theft
11. FIR No. & Date and Letter No. & date of Theft report intimated to
Competent Authority of O & M Division
12. No. & date of admission of case in Court
 - a) Name & designation of complaining Officer
 - b) Accused name & address
13. Legal Suit No. & Date
14. Decision of Court
15. Details of appeal to upper Court
16. Decision of upper Court
17. Compounding register No. & Date, if any
18. Remarks

ANNEXURE - M
COMPOUNDING REGISTER FOR THEFT OF ELECTRICITY
AS PER THE PROVISIONS OF THE CONDITION NO. 25.6.3

COMPOUNDING REGISTER

1. Sr. No.
2. Sr. No. of complaint register & date
3. Name & designation of Inspection Officer
4. Inspection Report No. Date & Time
5. Name of Consumer & Address
6. Consumer No.
7. Consumer category
8. Connected load detected
9. Billing In-charge
10. Modus operandi
11. Estimated theft amount
(period, units & amount)
12. Provisional theft assessment
13. Payment of assessment, if any
Receipt No. & date
14. Compounding amount
(As per section 152 of Act, 2003 or as per Govt. notification)
15. Compounding amount, if paid
receipt No. & date
16. Information of other connection in the name of same consumer/person,
if any (whether theft case lodge)
17. Signature & date of compromiser
18. Name, designation & signature of Compounding Officer
19. Permission of compounding
Order No. & date.
20. Other information.