



TO BE TYPED/PRINTED ON JUDICIAL STAMP PAPER
{Refer Reg. 4.12 (c) and Rule 27 of J&K Electricity Rules 1978}

Annexure 10.3

Declaration / Undertaking

I, _____ Son/Daughter of _____ Resident of _____ (hereinafter referred to as “Applicant”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

Or

The _____, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as “Applicant”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

THAT the Applicant is a lawful occupant of the premises at _____ in support of which the Applicant has enclosed a proof of occupancy.

THAT the Applicant has requested the Licensee to provide a service connection at the above-mentioned premises in the Applicants name for the purpose mentioned in the application form.

THAT in furnishing the Declaration, the Applicant has clearly understood that should the above statements prove to be false or incorrect at any later stage, the Licensee shall have every right to disconnect supply to the Applicant without any notice and above right to adjust dues against Consumer Security Deposit.

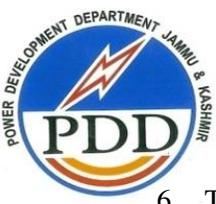
THAT the Applicant hereby agrees and undertakes:

1. To indemnify the Licensee against all proceedings, claims, demands, costs, damages, expenses that he Licensee may incur by reason of a fresh service connection given to the Applicant.
2. That all Electrical Works done within the premises are as per Indian Electricity Rules and have been carried out by a licensed electrical contractor (in case the Applicant is an owner and wiring in the premises is new)

Or

That all Electrical Work done within the premises are as per Indian Electricity Rules to the best of our knowledge (where application is for reconnection or Applicant is occupier of the premises)

3. The Licensee is indemnified against any loss accrued to the applicant on this account. Further, Applicant agrees that if there is any harm/loss to the property of the Licensee due to the fault in Electrical work within the premises of Applicant, all the liabilities shall be borne by the Applicant.
4. To pay the electricity consumption bills and all other charges at the rates set out in the Licensee’s Tariff Schedule and miscellaneous charges for supply as may be in force from time to time, regularly as and when the same becomes due for payment.
5. To deposit the additional consumption deposit as revised by the Licensee from time to time based on the consumption of the Applicant in preceding year.



6. To abide by the provisions of the J&K Electricity Act, 2010, J&K Electricity Supply Code, tariff orders and any other rules or regulations notified by the Government/Commission, as applicable from time to time.
7. That Licensee shall be at liberty to adjust the electricity consumption charges along with any other charges against the Consumer Security Deposit paid by the Applicant, in the event of termination of the agreement prior to expiry of the contracted period or in case of any contractual default.
8. To be responsible for safe custody of Meters, CTs, Cables etc. provided by the Licensee and in case, there is any damage to equipment due to the reasons attributable to Applicant the same shall be chargeable to the Applicant. Further, all repercussions on account of breakage of seals of meters etc. or Direct/Dishonest Abstraction of energy shall be to the account of Applicant, as per the existing laws.
9. To allow clear and un-encumbered access to the meters for the purpose of meter reading and its checking etc.
10. That the Applicant would let the Licensee disconnect the Service connection under reference, in the event of any default, non-compliance of statutory provisions and in the event of a legally binding directive by Statutory Authority(ies) to effect such an order. This shall be without prejudice to any other rights of the Licensee including that of getting its payment as on the date of disconnection.
11. That the Licensee shall not be held responsible for any interruption or diminution of supply of Electricity.
12. All the above declaration given by the Applicant shall be construed to an Agreement between the Licensee and the Applicant.
13. The sanctioned electrical connection shall not be used as a legal tool for claiming/transfer of property by the applicant.

Signature of the Applicant
Name of the applicant

SIGNED AND DELIVERED
In presence of witness

Name of Witness

Accepted on the half of the licensee.

(Seal and signature of authorized representative
of Licensee)

Particulars of feeder/substation/LT distribution wherefrom connection sanctioned:-
(Site plan to be attached)