



ಕರ್ನಾಟಕ ವಿದ್ಯುಚ್ಛಕ್ತಿ ನಿಯಂತ್ರಣ ಆಯೋಗ

KARNATAKA ELECTRICITY REGULATORY COMMISSION

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Clause No:	As existing	As amended / inserted
	order / Banker's cheque drawn in favour of the Licensee.Cantd. the Distribution Licensee as per RBI guidelines or in the form of cash / demand draft (DD) / pay order / Banker's cheque drawn in favour of the Licensee.

By the Order of the Commission

Secretary

Karnataka Electricity Regulatory Commission

Declaration

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 or as amended, 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), through its Authorized representative Mr. _____ do hereby swear and declare as under:

Or

A sole proprietorship / a partnership firm having its office at _____ (hereinafter referred to as the "Applicant" which unless the context otherwise provides includes its successors and assigns), through Mr. _____, who is a partner or an authorized representative do hereby swear and declare as under:

THAT the Applicant is a lawful occupant of the premises at _____ (hereinafter the "premises").

THAT the Applicant has requested the licensee to provide a service connection at the above mentioned premises in the Applicant's name for the purpose mentioned in the application form.

THAT in furnishing the present Declaration, the Applicant has clearly understood that should any of the statements or the documents submitted in connection with this declaration prove to be false, incorrect or fraudulent at any stage the licensee shall be within its lawful rights to disconnect supply to the premises without any prior notice and proceed to adjust electricity supply dues payable by the applicant against Consumer security deposit and /or recover the same in accordance with law & initiate action in accordance with the penal code.

THAT the Applicant has complied with all the requirements under the relevant statutes for the time being in force and the Applicant himself / herself shall be held legally responsible for any issue arising out of any such noncompliance for which the licensee may initiate action in accordance with the applicable laws.

THAT, I the Applicant hereby agree and undertake:

1. That in case the applicant is not the sole owner of the premises, no objection certificate for seeking electricity connection from the co-owner has been obtained.
2. To indemnify the licensee against all proceedings, claims, demands, costs, damages, expenses that the licensee may incur by reason of a fresh service connection given to the Applicant.



3. That to the best of applicant's knowledge, all electrical works done within the premises... *Contd.* are as per Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 as amended from time to time. The electrical infrastructure works, which includes HT breaker, Transformer, MSB (>15m height), LT cable, LT switchgear and LT load (applicable for HT installations) are carried out at applicants' premises & the Applicant has obtained the drawing and commissioning approval from CEIG, GoK. The copy of the same is available with the applicant.
4. That the internal wiring at the premises has been tested by a Licensed Electrical Contractor and the certified test certificate is available with the applicant.
5. That the Solar water heating system has been installed in the building as per the Government of Karnataka Notification No: EN 396 NCE 2006 dated: 13.11.2007 wherein the Solar water heating system is mandatory.
6. That the building has been constructed as per prevalent building Bye-Laws and the total height of the building
 - i. Does not exceed 15 (fifteen) meters on the date of seeking service connection; **Or**
 - ii. Is more than 15 (fifteen) meters and Electrical Inspectorate approval, Fire Clearance certificate is available with the applicant.
7. That the building has been constructed as per prevalent building Bye-Laws and the total built up area of the building
 - i. Does not exceed 800 sq. meters on the date of seeking service connection; **Or**
 - ii. Is more than 800 sq. meters and sanctioned building plan from the competent authority is available with the applicant.
8. That, if there is a provision of lift in the premises, the applicant has obtained the lift fitness certificate from the Electrical Inspector for the lift in the said premises and the same is available with him.
9. That the list showing the name plate details of machinery such as make, capacity and layout plan of the premises with in which he intends to make use of the power after installation of the machinery is available with him.
10. That the applicant has applied for the correct category of Tariff as per the applicable tariff schedule. For the following categories of connection, the applicant has the relevant documents available with him.
 - Commercial / Industrial: Valid License to carry on any trade, business or profession provided under the relevant laws.
11. The above referred applicable documents /certificates indicated at various points are available with me and can be inspected by the Licensee at any time. I further, agree to provide / upload the said documents in the online application platform within 30 days from the date of servicing of the installation. In case of any failure to produce the same, the licensee may disconnect the electricity supply connection granted owing to such failure, reluctance on my part to produce / allow the inspection of said documents / certificates.



12. That I will provide a copy of any of above applicable documents to the licensee...Contd. pursuant to request of any external government agency, judicial forum or any other authority seeking such information.
13. That my industry / trade has not been declared to be releasing obnoxious hazardous / pollutant by any government agency and that no orders of any court or judicial authority would be breached by running of my industry / trade or granting any electricity connection to the same. The licensee is indemnified against any loss accrued by the applicant on this account.
14. The Applicant further agrees to indemnify and hold harmless, BESCO and / or its successors and / or its employees, in case of any injury or incident on account of any fault in electrical works in the Premises and from point of supply to the Premises, BESCO shall not be held responsible / liable for any mishap or incident occurring at the Premises or from point of supply to the Premises on account of any faulty / defective / inferior quality wiring / installation, right from the time of energizing the new electricity connection. On occurrence of such incident, BESCO may disconnect the Applicant's supply, if continuance of supply to such Installation is a threat to the life or property. Such disconnected supply shall be reconnected only after rectification of faulty installation and submission of test report from Licensed Electrical Contractor / appropriate authority.
15. The applicant further agrees to bear the expenses towards repairing/ replacement of BESCO assets or works, in case there is sufficient proof that the damage/ fault has been occurred due to faulty electrical work/wiring in his premises.
16. That the Applicant shall not hold BESCO liable for delay in providing connection or meeting any Standards of Performance subsequent to grant of connection in case BESCO is prevented from doing so on account of any force majeure events/exemptions as specified in the Standards of Performance Regulations, as amended from time to time.
17. 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.
18. To pay supervision charges at 10% of the estimated cost in case of self-execution works in First energy bill as claimed by the Licensee.
19. To deposit the additional security deposit and additional service line cum development (SLD) charges, if any, from time to time based on the prevailing Orders / rules, directions and Regulations of the Commission.
20. To abide by the provisions of the Electricity Act, 2003, all applicable laws, conditions of Supply / Tariff Orders and any other Rules or Regulations as may be notified by the Commission, as applicable from time to time.
21. That licensee shall be at liberty to adjust the electricity consumption charges due / outstanding 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 as per provisions of regulations / rules / orders / directions of the Commission.
22. That there are no arrears towards energy or related charges outstanding in his / her name and / or on account of the said premises. In the event of aforesaid declaration /



- undertaking given by the applicant / consumer is found false in view of any pre-existing... *Contd.*
liability, the applicant / consumer shall willfully, without demur pay such amount on demand. The Consumer / applicant shall be duty bound to extend full co-operation to BESCO while determining and / or identifying the arrears, if any, of the premises or account no, within a period of 60 days. The applicant / consumer shall make payment of the said arrears immediately on demand.
23. That as per KERC Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka and Standards of Performance Regulation 2004 or as amended from time to time, I shall provide suitable and adequate space for installation of the meter / electrical equipment's where the licensee may have ready access to the same.
 24. To allow clear and Un-encumbered access to the meters for the meter reading and it's checking etc.
 25. 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.
 26. That my premise in respect of which the electricity connection is being sought does not come under the virgin territory. A territory / location is considered as virgin territory if the same is beyond 500 meters from the nearest available source.
 27. All the above declaration given by the Applicant shall be construed as an Agreement between the licensee and the Applicant.

Signature of the Applicant

Name of the applicant

SIGNED AND DELIVERED

In presence of witness

Name of Witness