

**[On Rs. 100 non-judicial stamp paper] duly attested by notary public**

Annexure (A) – Undertaking attached with Application Form

Terms & Conditions

In consideration of my/our application for NC being granted in accordance with the details contained in this form, which I/we confirm having read, understood and duly filled in on a voluntary basis, I/we hereby irrevocably and unconditionally confirm, undertake and state as follows:-

S. No	Undertakings
1	That I/we do not have an existing electrical connection at the said location. _____ for which connection is applied for and that I shall pay KE any outstanding dues in respect of any previous connection which existed at the premises in question, if noticed later on OR that I/we have an existing electrical connection through consumer no. _____. And there are no arrears of electricity bills are outstanding against the premises for which I have sought to be provided with distribution service. In case of failure to do so I/we consent to have the said dues adjusted in my future billing.
2	I/We agree to wait for provision of permanent connection if my desired load is not available in the system at the time of getting permanent connection.
3	In case any type of order/objection is raised or made by way of notice or otherwise by any competent Court of law/ SBCA/Province of Sindh/any other civic agency or competent authority in relation to the construction/building or unauthorized / occupancy of sold building/ illegal construction/deviation from any approved building plan or otherwise, K-ELECTRIC will be authorized not to install electric connection/service /meter at above said plot and if already installed or in process of installation then K-ELECTRIC is fully authorized to stop/disconnect and dismantle the services/meter without any further prior notice or verbal intimation to the under signed of resident of building.
4	In case of any objection by KDA/SBCA, due to the unavailability of approved building plan, K-ELECTRIC has rights to stop the process of the providing electric connection or disconnect or dismantle of service and no refund shall be admissible for the payment made towards K-ELECTRIC for the cost of New Connection.
5	I/We say that in consideration of our application for new connection on the basis of information and documents provided by us, the genuineness of which we confirm, K-ELECTRIC has expressed its reservation regarding my/our application for new connection and eligibility, hence this Undertaking-cum-Indemnity.
6	That I/we jointly and severally undertake that I/we will fully obey the terms and conditions on the basis of which K-ELECTRIC shall prepare the estimate of the schemes collectively and individually and shall make payment accordingly.
7	I/we shall facilitate the recovery of amount of already consumed units/ to be consumed against connections, being the representative/association of the area without involving K-ELECTRIC in any dispute of whatsoever nature. We further undertake that in case of violation K-ELECTRIC shall be at the liberty to disconnect the supply of individual or whole project and take necessary action without further notice to us.
8	That I/we say I/we have provided complete details of all already existing non metered connections installed and in use by me / us, which are being used at _____, Karachi.
9	That I/we say I/we shall not indulge in any dishonest, fraudulent or malicious activity against K-ELECTRIC, its business or operations in any way whatsoever. In this regard, we undertake not to encourage or support any theft or illegal abstraction of electricity from K-ELECTRIC system.
10	I/We hereby bind ourselves and further undertake that I/we shall allow the K-ELECTRIC officers/staff for site inspection of our premises at any time including electrical connections and connected load/equipment from time to time and will not create any let and hindrance in any manner and in this regard, we will not permit or allow any abuse of K-ELECTRIC sanctioned limit for the above scheme.
11	The provision of electricity connection in the Applicant's name does not constitute as ownership of property
12	That I/we further say that in case of any dispute at the plot/ land by the concern civic agencies, we undertake that no one shall involve K-ELECTRIC a party in the referred case and K-ELECTRIC has the right and liberty to disconnect, remove the services/meters and material in case of involvement of K-ELECTRIC in any dispute.
13	That I/we hereby indemnify K-ELECTRIC against any losses or damages of whatsoever nature which K-ELECTRIC may incur by reason of its reliance on this Undertaking-cum-Indemnity. Any demand by K-ELECTRIC under this Undertaking-cum-Indemnity shall be final and conclusive for all purposes whatsoever and this Undertaking-cum-Indemnity shall be regarded as continuing in nature and shall not be affected by any partial demand from time to time.
14	That I/we confirm that this Undertaking-cum-Indemnity is purely voluntary in nature and no threat/bribe/inducement or coercion has been placed upon me/us to supply this Undertaking-cum-Indemnity. Furthermore, time shall be of the essence of this Undertaking-cum-Indemnity and the same shall be in addition to any rights and remedies available to K-ELECTRIC under the CSM, NEPRA Act, 1997 or Electricity Act, 1910 and not in derogation of the same.
15	Further, I/we agree to abide by all the terms and conditions mentioned above as well as any policies framed or issued by K-ELECTRIC from time to time which are applicable to consumers in our relevant category.

16	It is also expressly understood that this undertaking is personal in nature and does not ensure to the benefit of any third parties or persons who are not expressly a signatory to this undertaking. The provisions of this undertaking are severable in nature and in the event that any provision of this Undertaking-cum-Indemnity is for any reason void, illegal or unenforceable, then it shall not affect the remaining provisions of this Undertaking-cum-Indemnity which shall continue in full force and effect, subject to K-ELECTRIC being at liberty to amend or substitute any such void, illegal or unenforceable provision through written intimation to us.
17	I/We hereby agree to abide by all the rules & regulations of K-ELECTRIC and verify that what is stated above is true and correct to the best of my/our knowledge and all details and documents provided to K-ELECTRIC are authentic and genuine and no forge or inaccurate document has been submitted. In addition, in the event that any details mentioned or provided to K-ELECTRIC change for any reason after the date of this undertaking, we shall promptly inform K-ELECTRIC of any such change and provide any additional documents that K-ELECTRIC may require from time to time
18	I/We fully agree to pay the charges as per tariff (which shall be in force from time to time) and all charges including but not limited to Service Connection Cost, Security Deposit and other payments (if any) in accordance with K-ELECTRIC policy read together with NEPRA approved terms and conditions as well as the provisions of the Consumer Service Manual approved by NEPRA. We further agree that K-ELECTRIC shall, at its option, have the right to utilize the Security Deposit for the purpose of meeting its business requirements and shall, upon discontinuation of electric supply to the consumer, adjust / return the security deposit as the case may be as per applicable laws.
19	That the list of Machinery and lightening load details provided by me for the purpose of load assessment/approval is correct and confirmed by me/us and no modification shall be made in it without prior intimation/approval to/from K-ELECTRIC( In case of industrial consumer)
20	That I/we will not extend connected load, at the premises, beyond the limit as sanctioned by K-ELECTRIC at the time of provision of new connection and shall not change its purpose or otherwise use this connection for a purpose different from that originally sanctioned by K-ELECTRIC. [In case of any violation in terms of load extension, nature of business and/or illegal distribution; K-ELECTRIC shall be at the liberty to disconnect my/our power supply and take necessary action] (In case of industrial consumer)
21	That after grant of the above connection, the power factor at the premises shall not decrease below 0.9; failing which I/we shall be liable for penalty on account of low power factor as prescribed by K-ELECTRIC or such other action as K-ELECTRIC may be entitled to take in accordance with law. Moreover, in case, power factor at the premise falls below 0.9, I we immediately take corrective measures such as installation of additional power factor correction capacitors which shall be worked out on the basis by which the existing power factor is less than 0.9. And I/we shall restrict the active and reactive power within the specific limit (in case of industrial consumer)
22	That after the grant of above connection, if the actual load usage exceeds the applied load at any time with the first year of the energization, I/we shall be obliged to pay the difference between new connection charges payable at actual load and new connection charges as per the estimate to be issued by the K-ELECTRIC on above application ID ( In case of industrial consumer)
23	That I/we shall at all material times keep K-ELECTRIC supply as primary source and commence normal utilization of power supply to the satisfaction of K-ELECTRIC subject to my/our regular payment of monthly power consumption bills as generated by K-ELECTRIC from time to time. That in this connection, I/we hereby authorize K-ELECTRIC to conduct such site inspections as may be necessary from time to time to verify such use. That I/we further undertake that after the grant of such connection I/we will not switch my/our load on to self-generation so as to breach this Undertaking-cum-indemnity. (In case of industrial consumer)
24	That I/we hereby agree that any security deposit provided by me/us for the purposes of the new connection or otherwise from time to time shall be in the nature of advance payment against my/our monthly power consumption bill and K-ELECTRIC may at its sole discretion adjust/utilize such amount at any time against any overdue bill(s) without prior notice or reference to me/us. (In case of industrial consumer)
25	Without prejudice to the foregoing, I/we further undertake to allow inspection of my/our premise at any time by K-ELECTRIC including its electrical connections and connected load/equipment and it as a result of any such inspection, K-ELECTRIC notifies me/us of any unauthorized load being used by me/us, I/we agree to promptly remove such load/equipment and if so directed by K-ELECTRIC, to promptly apply for extension of load to K-ELECTRIC. (in case of industrial consumer).
26	That K-ELECTRIC shall be entitled to review my/our performance under this undertaking-cum-indemnity on a fortnightly or monthly basis to ensure my/our continuing compliance with the above (In case of industrial consumer)
27	M/S _____ is willing to pay the feeder sharing charges for the applied/assessed load included in the estimate to be issued by K-ELECTRIC. Accordingly, my new connection application having case ID # _____ may please be processed conditional to feeder sharing charge (in case of feeder sharing Charges)
28	That I also undertake that I want dedicated PMT for above mentioned plot and K-ELECTRIC will have liberty/authority to extend HT network or reinforce my PMT after energization of scheme without my consent/NOC ( In case of Dedicated PMT case)
29	Here undertake and solemnly affirm that I will ensure that the power factor of my premises remains above 0.90 and, in that respect,, I will install automatic power factor improvement plan having suitable rating and other necessary equipment, if required in. In case of the same is found to be violated, K-ELECTRIC shall stop the process of proving electric connection, or disconnect/dismantle the service, if already provided. I also hereby indemnify K-ELECTRIC against any losses to use with regards to non-installation of electric connection or dismantling of existing electric connection by K-ELECTRIC as mentioned above (in PFIP)

In this regard I shall abide by all the rules and regulations of the K-ELECTRIC and undertake to abide by the terms and conditions mentioned herein above.

In this regard I shall abide by all the rules and regulations of the K-ELECTRIC and undertake to abide by the terms and conditions mentioned herein above. Any breach by me/us of this Undertaking/application form in your sole determination shall be sufficient ground for cancelling, withdrawing, or restricting my new connection with K-ELECTRIC.

I/We confirm that whatever is given above in this form is true and correct in all material aspects and I/we have not withheld or failed to disclose any material information K-ELECTRIC.

Signature of the Owner/Applicant \_\_\_\_\_

Date \_\_\_\_\_