

Undertaking for Consumers applying for **New Connection** with deviation/amalgamation of the plot including future load demand

(To be typed on Rs. 100/- Stamp Paper)

To:

New Connections Department
K Electric Limited (KE)
Karachi

Dear Sirs,

Undertaking-cum-Indemnity

This Undertaking-cum-Indemnity is executed on _____ day of _____ (month), 2017 at Karachi by Mr./ Mrs./M/s. CNIC _____ R/o _____, Karachi ("the Applicant" which expression shall where the context so admits include its successors-in-interests and permitted assigns), do hereby undertake as under:

WHEREAS KE is a vertically integrated company which generates, transmits and distributes electricity in Karachi and its adjoining areas including Dhabeji and Gharo in Sindh and Hub, Uthal, Vindhar and Bela in Baluchistan and has an exclusive Distribution License for the said distribution territory.

AND WHEREAS the Applicant has applied to KE for a new connection in relation to its Plot No. _____ Karachi vide case ID _____ dated: _____

Now therefore this Undertaking-cum-Indemnity provides as under: -

In consideration of KE at my/our request granting the application for new connection based on information and documents provided by me/us which I/we hereby confirm to be true and correct in all material respects, I/we hereby irrevocably and unconditionally agree, affirm and undertake as follows:

1. That I/we am/are absolute owner of the premise at above mentioned address, wherein I/we have applied for new connection to _____, Karachi.
2. That I/we further undertake and solemnly affirm that the said plot has been purchased / amalgamated after fulfillment of all legal requirements/formalities from the relevant/competent authorities (Registered Documents of all plots annexed as "A") and that in future, if any type of order/objection is raised or made by way of notice or otherwise by the competent court of law/SBCA/Province of Sindh/any other civic agency or competent authority in relation to the ownership and/or construction/building in question as to any encroachment, un-authorized/illegal construction/deviation from any approved building plan/amalgamation of plot or otherwise and the construction of which if deviated in any way from the approved details of the units, floors, covered area, etc (copy of approved building plan annexed "B"), then K Electric Limited without further reference or notice to me/us shall be duly authorized not to install electric connections, services connections/ meters at above said plot/premises, irrespective of any payment received, and if the electricity/mete(s)r already installed, then to disconnect/remove/stop/dismantle the service connection/meter(s) without any prior notice or intimation to me/us at my sole risk and cost.
3. That I/we undertake to abide by the rules and regulations and in case of any deviation/violation in terms of para 2 above, the same shall be removed by me/us promptly at our own risk and cost to the entire exclusion of K-Electric.
4. That there is no litigation / complaints / references/objections pending at any forum, whether legal or otherwise which pertains to my/our existing plots/premises in question, as mentioned above.
5. That I/we shall 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 illegal load extension, change in nature of consumption and/or illegal distribution; K Electric shall be at the liberty to disconnect my/our power supply with immediate effect and take necessary action.
6. That I/we shall maintain sanctioned load and avoid any unauthorized load extension and if necessary or required by K Electric, I/we shall promptly apply for extension/regularization of load. In case of failure, K Electric shall disconnect my/our electricity with immediate effect without any further reference to me.
7. That without prejudice to the foregoing, I/we further undertake to allow inspection of my/our premises at any time by K Electric including its electrical connections and connected load/equipment.

8. That if due to 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.
9. That I/we hereby completely indemnify K Electric against any losses or damages of whatsoever nature which K Electric may incur because of its reliance on this Undertaking-cum-Indemnity.
10. That K Electric shall be entitled to review any clause mentioned in this Undertaking-cum-Indemnity at any time to ensure my/our continuing compliance with the above.
11. That this Undertaking is in addition to and not in derogation or substitution of any other rights or remedies that K Electric may be entitled to under the law and in particular the provisions of the Consumer Service Manual issued by NEPRA and the provisions of the Electricity Act, 1910 read together with relevant provisions of the Distribution Code issued by NEPRA wherever applicable.
12. That any determination or conclusion reached by K Electric due to breach of this Undertaking shall be solely at the discretion of K Electric and the same shall be final, conclusive and binding on me/us for all purposes whatsoever and I/we further undertake not to raise any cavil or objection to the same before any Competent Authority. I/we further confirm that this Undertaking-cum-Indemnity is purely voluntary in nature and I/we have not received any inducements, threats or coercive demands of whatsoever nature in relation to the execution and/or implementation of this Undertaking-cum-Indemnity.

Further, I/we agree to abide by all the terms mentioned above as well as any policies framed or issued by K Electric from time to time which are applicable to consumers in my relevant category.

Date:
Karachi

Owner of the premises

Mr.
(CNIC: _____)

Witness 1:

Mr.
(CNIC: _____)

Witness 2:

Mr.
(CNIC _____)

For and on behalf of K-Electric
