

## Declaration

**Note:** ☐ (please ✓ on the applicable box)

I, \_\_\_\_\_ Son/Daughter/wife 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 Authorised 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 not 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 in this declaration prove to be false or incorrect at any later stage, the Licensee shall be within his lawful right 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.

That the Applicant has complied with all requirements under all statute 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 applicable Law.

That I, the Applicant hereby agrees and undertakes:

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 are as per Central Electricity Authority (Measures relating to safety and Electricity Supply) Regulations, 2010 as amended from time to time.
4. **That the internal wiring at the premises has been tested by a Licensed Electrical Contractor and the test certificate is available with the applicant.**
5. \*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 without still parking or 17.5 meters with still parking meters of the date of seeking service connection ; Or**
  - ii) ☐ **is more than 15 (fifteen) meters without still parking or more than 17.5 meters with still parking meters and Fire Clearance certificate is available with the applicant.**
6. \*That there is a provision of lift in premise and the applicant has obtained the lift fitness certificate from the Electrical Inspector for the lift in the said premises and same is available with the applicant.
7. That the applicant has applied for the correct category of tariff as per the applicable tariff schedule. For either of the following categories of connection, the applicant has the relevant documents available with him.

*\*Applicant for selected consumer category*

a) **Industrial**

☐ *Valid industrial License/Factory License/ Lal Dora Certificate in case of rural village*

b) **Agricultural Consumer**

i) ☐ *Certificate of Residence From Block Development Officer*

c) **Non- domestic for khokhas and temporary structure**

- i. ☐ Teh Bazari Receipt Number  
 ii. ☐ No Objection Certificate for Khokha/Temporary Structure for single delivery supply

d) **Charging station for electric vehicles**

- ☐ An undertaking by the applicant that the charging station for electric vehicles is as per the specifications as may be specified by Central Electricity Authority or Bureau of Indian Standards from time to time.

8. The above referred applicable documents/certificates indicated at various points are available with me and can be inspected by the Licensee at any time. In case of any failure to produce the same, the Licensee may disconnect the connection granted owing to such failure, reluctance on my part to produce/allow the inspection of said documents/certificates.
9. That I will provide a copy of any of above applicable documents to the Licensee pursuant to request of any external government agency, judicial forum or any other authority seeking such information.
10. 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 of 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.
11. The Applicant further agrees to indemnify and hold harmless, the Licensee, in case of any injury or incident an account of any fault in electricity work in the premises. The Licensee shall not be liable for any mishap or incident occurring at the premises to the applicant an account of any faulty/defective/ inferior quality wiring at the premises for which the connection is being applied.
12. 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.
13. 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.
14. To abide by the provision 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.
15. That Licensee shall be at liberty to adjust the electricity consumption charges due/outstanding along with any other charge 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.
16. That as per Delhi Electricity Supply Code and **Performance Standards, 2017 or as amended from time to time, I shall provide suitable and adequate space for installation** of the meter/electricity equipments where the Licensee may have ready access to the same.
17. To allow clear and un-encumbered access the meters for the purpose of meter reading and it's checking etc.
18. 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 right of the Licensee including that of getting its payment as on the date of disconnection.
19. **I have installed or shall install an Earth Leakage Circuit Breaker device(ELCB)/MCB for single phase connection & 4 pole MCCB/ELCB/RCCB for three phase connection before using power supply service at my aforesaid premises where electricity connection has been sought. I too declare that, earthing is done at applied premise and equal load is distributed on all phases. On my failure to install the said device(s), I shall be solely held responsible for any mis-happening, safety breach/ incident due to negligence etc. at the aforesaid premise. TATA Power-DDL shall be free to proceed with the cancellation of electricity connection and disconnection etc.**
20. **That the applicant is having the approval for safety and/or fire clearance for EV charging station wherever applicable from the concerned department such as Petroleum and Explosives Safety Organisation (PESO), Fire Department etc.**
21. All the above declaration given by the Applicant shall be construed to an Agreement between the Licensee and the Applicant

Signature of the Applicant

Name of witness

Name of the Applicant

I hereby undertake to opt for whatsapp services provided by Tata Power-DDL.

SIGNED AND DELIVERED

In presence of witness

\*Select whichever is applicable

### Declaration

I, \_\_\_\_\_, aged about \_\_\_\_\_ years, on behalf of \_\_\_\_\_ (Name of Consumer's Company) being its Authorized Representative having its Registered Office/Residing at \_\_\_\_\_ hereby declare and acknowledge as follows:

1. That I/our company has entered into an agreement with Tata Power DDL (DISCOM in North and North-West Delhi) for obtaining ancillary services (including Deposit Works) covered under Circular No.-34/8/2018-GST dated 01.03.2018
2. That the Hon'ble Delhi High Court vide its judgment/order dated 13.12.2023 in WP 9455/2018 in the case of BSES DISCOM quashed the circular bearing no 34/8/2018. It is given to understand that this order of the Hon'ble Delhi High Court is an order in rem and would be equally applicable on Tata Power DDL, being similarly placed DISCOM.
3. That in compliance of the aforementioned judgment/order dated 13.12.2023, Tata Power-DDL has ceased to levy GST on the ancillary services (including Deposit Works) covered under Circular No.-34/8/2018 w.e.f. 01.01.2024. However, the subject matter is pending adjudication before the Hon'ble Supreme Court in a Civil Appeal bearing No.6278 of 2019 filed by the GST Department challenging the order dated 19.12.2018 of the Hon'ble Gujarat High Court which quashed this Circular No.-34/8/2018.
4. I irrevocably and unconditionally agree to indemnify and keep Tata Power DDL and its affiliates (including their directors, officers, employees and agents) fully indemnified at all times including but not limited to any past or future tax liability, its associated costs and other penal implications, if any in relation to the GST applicable on the ancillary services (including Deposit works) subject to the final outcome of Civil Appeal No. 6278 of 2019 before the Hon'ble Supreme Court.
5. I further agree to indemnify and hold harmless directors, officers, employees, and agents of Tata Power-DDL against any claims, damages, recovery of past GST refunded or liabilities arising from such tax obligations or assessments resulting from the outcome of the aforesaid matter pending before the Hon'ble Supreme Court.

I hereby scribe my hand to the above covenants on this ...day of ..... 20... at Delhi.

Applicant Signature