

**HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED**  
**(A State Govt. Undertaking)**

No. HPSEBL/ CE (Comm.)/S-4/Vol-II/2014- 11698-12017

Dated: 13/10/2014

To

1. The Chief Engineers (Op.), South/ North/ Central Zone, HPSEBL, Shimla/ Dharamshala/ Mandi.
2. All the Dy.CEs/ SEs, Operation Circles under HPSEBL.
3. All the Addl. SEs/ Sr. Executive Engineers, Operation, Electrical Divisions under HPSEBL.
4. All A.E.E.s/ A.E.s, Operation, Sub-Divisions under HPSEBL.

**Subject:- Affidavit/ undertaking to be taken from the consumer at the time of new connection/ additional load/ enhancement of contract demand beyond sanctioned contract demand/ permanent reduction of contract demand.**

Sir,

It has come to the notice of HPSEBL that several affidavits/ undertakings are being obtained from the consumer at the time of sanction of load and the consumer associations are raising this point repeatedly to simplify the process. As the Sales Manual instructions are yet to be finalized at Commission level, but for the time being, competent authority has approved to obtain only single affidavit covering all the aspects at the time of application for new connection/ additional load/ enhancement of contract demand beyond sanctioned contract demand/ permanent reduction of contract demand.

In view of above, single affidavit on enclosed format be obtained with immediate effect. This will replace all the affidavits being obtained as per existing practice.

DA :- As above.

  
 (Er. Mahesh Sirkek)  
 Chief Engineer (Comm.),  
 HPSEBL, VidyutBhawan, Shimla-4  
 Phone: 0177-2656624  
 Email: [cecomm@hpseb.in](mailto:cecomm@hpseb.in)


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No. HPSEBL/ CE(Comm.)/S-4/Vol-II/2014-

Dated:

Copy forwarded to the following for information and necessary action :-

1. The Secretary, HPERC, Keonthal Commercial Complex, Khalini, Shimla-2.
2. The Secretary, Forum for Redressal of Grievances of HPSEBL, Kasumpti, Shimla-9.
3. The Secretary, H.P. Electricity Ombudsman, Sharma Sadan, Behind Keonthal Commercial Complex, Khalini, Shimla-2.
4. The Chief Accounts Officer, F&A Wing, HPSEBL, Vidyut Bhawan, Shimla-4.
5. The Superintending Engineer (IT) in this office to upload the same in the HPSEBL official website.
6. The Resident Audit Officer, HPSEBL, Shimla-4.
7. The Dy. Secretary (Law), HPSEBL, Shimla-3.
8. The Addl. Secretary-cum-PS/ Sr. PS to MD/ Directors for kind information of MD/ Directors.
9. File No. HPSEBL/CE(Comm.)/Genl. in this office.
10. Guard file.

  
(Er. Mahesh Sirkek)  
Chief Engineer (Comm.),  
HPSEBL, VidyutBhawan, Shimla-4  
Phone: 0177-2656624  
Email: cecomm@hpseb.in



**Affidavit**

(to be executed on non-judicial stamp paper of ten rupees and attested by Class-I Magistrate or Notary)

I/We \_\_\_\_\_ S/o, W/o Sh. \_\_\_\_\_ aged about \_\_\_\_\_ Resident of \_\_\_\_\_ / authorized signatory of

\_\_\_\_\_ ( copy of resolution of BOD in cases of companies enclosed)

hereinafter referred to as the Applicant(s) do hereby solemnly affirm and declare as under:-

- 1) That I/We am/are the legal owner(s)/occupier of house/plot/premises No. \_\_\_\_\_ situated at \_\_\_\_\_ ( hereinafter referred to as ( "The Premises" ), in support of which the applicant(s) has enclosed proof of occupancy/ownership.
- 2) That I/We have applied to Himachal Pradesh State Electricity Board Ltd. (HPSEB Ltd.) ( " The Licensee") for electricity connection at the above mentioned premises for the purpose mentioned in the Application and Agreement Form and I /We agree to take supply of electricity for the aforementioned purpose only.
- 3) That I/We undertake to pay the charges towards Recovery of Expenditure for supply of Electricity as per HPERC(Recovery of Expenditure for supply of Electricity) Regulations,2012 and its amendments issued from time to time with the time period as mentioned in the regulations and further undertakes to pay all energy charges and other service charges as per tariff order determined by Himachal Pradesh Electricity Regulatory Commission(HPERC) applicable from time to time. That in case I/we fail to deposit the charges within stipulated period, HPSEB Ltd. is at liberty not to release the electric connection/not to allow the extension of load/disconnection of supply to the above mentioned premises.
- 4) That monthly average power factor of installation in the above mentioned premises shall not be less than 0.9, failing which we shall be liable for payment of power factor surcharge as per tariff order, it shall be obligatory on our part to bring it up by installing shunt capacitor of requisite capacity and by method approved by HPSEB Ltd. from time to time with in a period of three months of notice, failing which without prejudice to the right to collect surcharge, it shall be within lawful rights of HPSEB Ltd. to disconnect our premises till the improved monthly power factor is brought to 0.9.
- 5) That I/We undertake that we shall run our factory in \_\_\_\_\_ shifts.
- 6) That I/we shall strictly abide by the peak load hours restrictions (6.30 PM to 10.00 PM) as may be enforced by SLDC/HPSEB Ltd. from time to time.
- 7) That I/we undertake to build up the load to the extent of load sanctioned/sanctioned Contract demand within period of two months from the date of readiness of HPSEB Ltd. failing which I/We shall pay charges as per Himachal Pradesh Electricity Supply Code,2009 and its amendments issued from time to time.
- 8) That I/We undertake to clear all accumulated /outstanding dues against the premises and the licensee is authorized to recover the same from the applicant or transfer the dues to any existing electricity connection sanctioned in favour of the applicant.



- 9) That I/We undertake to accept and abide by the provisions of Electricity Act,2003, all applicable laws, conditions of supply, General Conditions of Tariff and Schedule of Tariff, Supply Code, rules, regulations, orders, Directives, Notifications issued and enforced under applicable laws by HPERC/CEA/Govt. of India/Govt. of HP and any other instructions/circulars issued by HPSEB Ltd. from time to time, and as amended from time to time, for equitable and efficient distribution of electric energy.
- 10) That the Licensee is authorized in the event of default, if any, by the applicant to disconnect the supply of electricity by issuing a disconnection notice in writing to the applicant in accordance with the Electricity Act,2003, Code/Rules & Regulations of HPERC and other statutory authority of State /Central Govt. under State/Centre enactment/ Act/Regulations.
- 11) That I/We shall provide at my/our cost, adequate space for the installation of metering devices, equipment and other apparatus to facilitate supply of electricity to the premises.
- 12) That I/We undertake to indemnify the licensee against any loss accrued to the Licensee if the declaration/undertaking furnished by me/us prove to be false/incorrect or are unfulfilled. I/We further undertake to indemnify the licensee of any harm/loss to the Licensee's property for any loss/harm to any third party on account of any fault in the electric work at my /our premises. Further, applicant agrees that if there is any harm/loss to the property of the Licensee, due to the fault of the electrical network within the premises of the Applicant, all the liabilities shall have to be borne by the applicant.
- 13) That I/We undertake to indemnify the Licensee against all proceedings, claims, demands, costs, damages, and expenses that the Licensee may incur due to providing the electricity connection at my/our premises.
- 14) That I/We undertake to take due care of all the metering devices & equipments and other apparatus installed at the premises by the Licensee and also shall indemnify the Licensee for any loss or damage to such metering devices, equipments & other apparatus.
- 15) That the Licensee shall have the right to supply electricity to other consumers from the service line or apparatus installed on my/our premises as per Supply Code/HPERC Regulations.
- 16) That I/We undertake/declare that I/We shall not extend /sub-let this electricity supply to any other premises. In case found doing so, HPSEBL will be at liberty to take action as per provisions of Electricity Act,2003 and rules/regulations/codes notified by HPERC.
- 17) That the industry/trade for which electricity connection is being applied has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises. In case, at a later date it is found otherwise, then electricity supply would immediately be disconnected by the Licensee without any reference/notice to the Applicant.
- 18) That grant of the applied electricity connection will not confer any legal right for regularization of building/land use in respect to the electricity connection provided at the Applicant's premises. Further, it shall also not confer any right in favour of Applicant to have permanent electricity connection.

- 19) That the Licensee shall be at liberty to adjust any dues including electricity consumption charges against the security deposit or any other deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
- 20) That the licensee shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the security deposit, to other service connection(s) that may stand in the Applicant's name at any other location falling within the service area of the Licensee.
- 21) That the applicant would allow clear and unencumbered access to all authorized officials of the Licensee to the premises of the Applicant for the purpose of meter reading, maintenance, inspection, checking, testing etc.
- 22) That I/We have clearly understood that if the above statements prove to be false or incorrect or on receipt of a reference from concerned competent land owing law enforcing agency regarding sealing/demolition/vacation of the premises the electricity connection can be disconnected and the meter /service line can be removed by HPSEB Ltd. without any further notice to me.
- 23) That all the details furnished in the Application and Agreement Form are true to the applicant's knowledge. If any information is found incorrect/concealed at later stage, then the Licensee will have the right to withhold/disconnect supply without any notice, as the case may be and forfeit the securities deposited with the Licensee and the Licensee will have right to adjust all dues against the security deposits.

DEPONENT

VERIFICATION:-

I/We, the above mentioned deponent further declare that the contents of my/our above affidavit are true to the best of my knowledge and belief and nothing has been concealed therein.

Signed and verified at \_\_\_\_\_ on dated \_\_\_\_\_

DEPONENT

Attested by

(1<sup>st</sup> Class Magistrate)

\* The clauses which are not relevant for a particular category may be struck off on case to case basis.