Affidavit cum Indemnity Bond

(On Rs. 100/- stamp paper with Notary Stamp)

I______ son/daughter/wife of______Resident of / in occupation of property bearing No......do and hereby declare and undertake as follows:

OR

I______(AUTHORIZED REPRESENTATIVE/TENANT) came into the possession of the said premises vide sale deed dated------/Rent Agreement dated------/Lease Deed dated ------, hereby declare and undertake: I am in legal and valid occupation of the property since _____.

- 2. That I have applied to TPDDL for grant of a new electricity connection and to recognize me as the registered consumer in respect of the said connection at the said premises in the name of Mr./Ms. ______(name of applicant) on(date)...vide request no......, for a load of ______KW. I undertake to supply all such documents as may be required by TPDDL in that regard and to fulfill all prescribed formalities
- 3. I expressly understand that for grant of new connection in my favour, certain documents have to be furnished and submitted to TPDDL for further processing of my request in compliance of applicable rules, regulations. However the address mentioned above does not bear a clear municipal address OR any other clear demarcation which is contained in any ownership document/ title document OR I do not possess Ownership Documents, Title documents with respect to the above premises at presently under my occupation.
- 4. I state that I possess a valid Voter's Identity Card issued by Election Commission of India/Driver's license/ration card (mention document number , details etc./ License number /date of issuance) which is valid till(date--). (A copy of the same attested by Notary public is enclosed. I also state that I have another connection for electricity vide K. No.______, in TPDDL distribution area which is energized and installed at -------(premises address) OR /disconnected since the year ------.
- 5. That if the new connection requested by me is granted, I undertake to provide any, all such documents to TPDDL as may be required by them from time to time as proof of my ownership/possession/occupation of the property. I affirm that there is no other claimant to the ownership of the aforesaid property and that the grant of the new electricity connection in my name and recognizing me as the registered consumer with regard to the same does not confer any right of ownership or title to the property in my favour.
- That I also undertake that as and when the ownership documents /Title Deed/Rent Agreements etc. are available in my name OR (in cases of mutation 6 of property pending—ownership documents are transferred in my name/favour), I shall submit the copy of the said documents with TPDDL. However I unconditionally undertake to keep TPDDL /its officers indemnified against any losses/damages/risks/liabilities/claims/prosecutions/fines/levies/compensations/proceedings which TPDDL may be subject to or be made liable for or made to suffer as a result of grant/release of the new electricity connection on the basis of this undertaking cum indemnity bond including any legal or other expenses reasonably incurred by TPDDL in defending itself/ its officers as well as for the cost / compensation(s) to which TPDDL may be subjected to, under any law or pursuant to directions of any court/tribunal/authority, if any, as a result of my failure to comply with the terms /conditions of this Affidavit cum indemnity bond, any act of forgery, any material concealment of information, as well as those of any other relevant documents required to be executed by me in this behalf or attributable to false /wrong information furnished by me in respect thereto. This indemnification shall be without prejudice to TPDDL's right to disconnection of electricity at the above premises and initiation of appropriate legal proceedings.
- 7. I undertake that no court case or litigation in respect of the above premises is pending adjudication before any Court of Law/Forum. OR (I state that case no. ----, titled Mr."x" vs. Mr. "Y" is pending in Civil/criminal/revenue court)
- 8. That without prejudice to its rights, TPDDL may release/sanction the new electricity connection, as applied, in my favour in the aforesaid property/premises. Grant of this new connection shall not absolve me from obtaining or getting the ownership/title documents in my name as referred above. TPDDL reserves the right to disconnect the electricity supply at any point of time against the new connection, on my failure to comply with the above terms and conditions of this bond.
- 9. I declare that the contents of this Bond are true and correct and further that in case any /all of the above information is found false /incorrect, TPDDL shall be entitled to forthwith disconnect the new connection granted at said premises and initiate appropriate legal proceedings against me. TPDDL may also demand such amounts of additional Security deposit from me from time to time as TPDDL may deem fit as a safeguard for securing any event of non-payment on my behalf. TPDDL may without prejudice to its other rights, also transfer the dues towards the new connection if remain unpaid, to my other connection (details furnished above).
- 10. I solemnly confirm that in case of any dues arising against the connection granted to me against notification no._____ may be transferred to CA no/Kno._____.
- 11. That I undertake to provide such documents to TPDDL as may be required by them as proof of my ownership/possession/occupation of the property. However in case of any loss, damage having been caused to TPDDL I shall unconditionally indemnify TPDDL as provided in clause 6 above.
- 12. I undertake that by completion of the required formalities & paying the applicable charges for new connection does not confer any right on me for the grant of new connection. By grant of the new electricity connection in my name/favour on the basis of this Bond, TPDDL does not guarantee that the requisite formalities in respect of ownership /Title documents/ land usage requirements have been complied by me.

Deponent

Verification

Verified at Delhi on this ______of 2009 that the contents of the above affidavit are true and correct to my knowledge and belief and that nothing material has been concealed therefrom .

Deponent