



# IndianOil Adani Gas Pvt. Ltd.

## Terms and Condition for the supply of Piped Natural Gas (PNG) to Domestic customer

Following Terms and Conditions will apply and govern the connection and supply of Piped Natural Gas (PNG) to Domestic customers ("Buyer") by Indian Oil-Adani Gas Pvt. Ltd. ("Seller").

### 1. DEFINITIONS:

- (i) "Application Form" means the request for a PNG connection in the format designed by Seller containing Terms and Conditions for supply of PNG to domestic customers.
- (ii) "Billing Cycle" means bi-monthly period for which invoices are generated on the basis of consumption of Natural Gas by domestic consumers in their premises.
- (iii) "Buyer" means the applicant who has been provided PNG connection by the Seller as per the terms and conditions mentioned herein.
- (iv) "Connection" means installation of combination of one or more pipelines, related fittings, valves, regulator, meter, rubber tubing and any other associated equipment provided by Seller in Buyer's premises in order to supply PNG to the Buyer.
- (v) "Connection Security Deposit" has the meaning as defined in Clause 3.
- (vi) "Invoice" means a periodic statement generated by Seller showing details of various charges applicable for consumption of Natural Gas, minimum usage charges, non-refundable charges for extra connection or work undertaken (if any) by the Seller at the Buyer premises, late payment charges, penal charges, if any, and the total amount including taxes and levies payable by Buyer to the Seller for use of gas for a particular period.
- (vii) "Last Mile Connectivity" means connectivity between the Riser Isolation Valve (RIV) before the metering unit and the safety hose pipe connecting the burner in the Buyer's premises.
- (viii) "Measurement Equipment" means meters, including apparatus, regulators, gauges, valves, pipes and other related accessories and fittings, installed at Buyers premise as the Seller considers necessary for the measurement and recording of the volume of natural gas in Cubic Meters or Standard Cubic Meters and Pressure in Kg/cm2 or Bar or mBar or any other unit at the Delivery Point for the safe operation of the Seller's & Buyer's Facilities.
- (ix) "MMBTU" means One million British thermal units. A British thermal unit (BTU) is defined as the amount of heat required to raise the temperature of one pound of liquid water by one degree from 60° to 61° Fahrenheit t a constant pressure of one atmosphere.
- (x) "Payment Security Deposit" has the meaning as defined in Clause 3.
- (xi) "Planned Works" shall mean works conducted over a period of hours or days identified in advance on the Seller's Facilities by the Seller, which may temporarily restrict the Seller's Facilities and shall include modifications to, enlargement of, repairs to or maintenance of the (a) Seller's Facilities and (b) upstream of the Seller's Facilities which may result in temporary reduction / stoppage of PNG to the Buyer.
- (xii) "PNG" means natural gas supplied by pipelines for domestic /commercial /industrial use.
- (xiii) "PNG Price / Gas Price" means unit price of PNG in Rs/SCM or Rs/MMBTU or any other such unit prescribed by PNGRB.
- (xiv) "PNGRB" means Petroleum and Natural Gas Regulatory Board established under sub-section 3 of the PNGRB Act.
- (xv) "PNGRB Act" means Petroleum and Natural Gas Regulatory Act, 2005.
- (xvi) "Premises" or "Site" or "Property" means the property owned or occupied by the Buyer in which the Buyer has got PNG connection from the Seller or is desirous of getting a PNG connection.
- (xvii) "Seller" means IndianOil Adani Gas Pvt. Ltd, a company incorporated under the companies act, 1956 and having its registered office at Room No. G-04, Indian Oil Bhavan 1, Sri Aurobindo Marg, Yusuf Sarai, New Delhi -110016.
- (xviii) "Seller's Facilities" means the Seller's pipelines, gas plants, machinery, Measurement Equipment, metering facilities, pressure regulating stations, and other equipment necessary for flow control and processing, compression, measuring and testing of Gas to enable delivery of Gas to the Buyer.
- (xix) "Standard Cubic Meter" or "SCM" shall mean the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of fifteen degrees Celsius (150C) under absolute pressure of one decimal zero one three two five bar (1.01325 Bar).
- (xx) "Tariff Card" means a document prepared by Seller and revised from time to time as per the market standards prevalent at that time indicating various charges which include Refundable Interest Free Connection Security Deposit and Payment Security Deposit, late payment charges, penal charges, other charges for any extra connection or work undertaken by the Seller at the Buyer Premises.

Words imparting the masculine gender shall, where the context so admits, include the feminine gender and neutral gender. Words imparting the singular number shall where the context so admits, include the plural number.

### 2. CONNECTION:

- 2.1 By execution and submission of the Application along with valid documents and the refundable interest-free Connection Security Deposit and Payment Security Deposit as mentioned in the Tariff Card, the Buyer shall be deemed to have agreed to and accepted connection and supply of PNG on the Terms and Conditions as mentioned in this Application Form and amended from time to time. These Terms and Conditions shall constitute a binding agreement between the Seller and the Buyer.
- 2.2 Application received without the refundable interest free connection deposit and payment security deposit shall not be considered as a valid application for PNG connection.
- 2.3 On submission of the application along with the refundable interest free connection security deposit and payment security deposit by the Buyer to the Seller, the Seller shall commence the process to provide PNG connection to the Buyer. The Seller will carry out a technical survey of the Buyer's premises and shall determine the location and manner of laying pipeline and installation of meter and other equipment for supply of PNG. The installation activity shall be carried out by the Seller/its authorized Vendor or Contractor.
- 2.4 The Seller, as a prudent City Gas Distribution company, shall make all efforts to install the connection within reasonable time, not exceeding three months from the date of registration subject to availability of permissions and access to the Buyer's premise. However, the seller may cancel or refuse without prejudice the Application on the grounds of technical non-feasibility, non-availability of permissions from the authorities or safety or hazard concerns or any such grounds which the Seller reasonably deems fit. In such event, the Seller shall refund the interest free refundable connection and payment security deposits submitted by the Buyer in full.
- 2.5 A single connection means provision of PNG for use in one kitchen per premise. However, extension from the kitchen can be provided to connect maximum two appliances, such as, geyser, etc. in the same / different floors at additional charges as determined by the Seller from time to time according to prevalent market standards subject to the conditions mentioned in clause 2.11. Separate kitchens on same / different floors in the premise shall be treated as separate PNG connections and separate meters shall be installed. No kitchen point shall be given outside the kitchen premises.
- 2.6 Extra kitchen / geyser connection shall be installed as per route determined by Seller considering safety, ease of construction and maintenance, etc. Seller reserves the right to refuse provision of extra kitchen / geyser connection on the basis of site condition. In case of any dispute / disagreement regarding the route prior to installation, the charges paid by the Buyer for the same shall be refunded after deduction of site visit charges mentioned in the then prevailing Tariff Card.
- 2.7 Concealed GI/CU pipeline shall not be provided / allowed under any circumstances due to safety reasons.
- 2.8 All pipelines installed above ground shall be exposed and painted with Golden Yellow colour by the Seller. In no case Buyer shall tamper with or change the colour of the pipeline.
- 2.9 Supply of PNG shall be commenced after necessary testing of the installation by the Seller and receipt of approvals and permissions, if any required.
- 2.10 The Seller reserves the right to supply PNG to other Buyers, through the same pipelines, at any point before inlet of the meter installed at the Buyer's premises.
- 2.11 Maximum flow of Natural Gas in Buyers premises is limited to 2.5 M3/hour at a gas pressure of 21mBar. Hence connectivity by the seller to consumption points will be such that this maximum flow is not breached. Seller reserves the right to refuse provision of extra kitchen / geyser connection if the flow of gas because of the extra connection seems to exceed the maximum flow allowable through the meter.

### 3. CHARGES:

- 3.1 The refundable interest-free Connection Security Deposit as mentioned in Clause 2 shall be towards security of the following equipment and facilities (including the labour cost of installation) towards last mile connectivity for a single connection:
  - a) One Point (Gas Tap) in One Kitchen
  - b) One Riser isolation valve (RIV) & Meter Isolation Valve (MIV) before the metering unit (on need basis)
  - c) Upto ten meters of pipes up to the metering unit
  - d) Metering unit (One Domestic Meter, One Regulator and fitting accessories)
  - e) Upto five meters of G.I. / copper pipe from the metering unit up to the gas tap
  - f) One wire braided flexible hose (Suraksha Hose pipe) of standard size connecting the domestic PNG burner.
  - g) Conversion of maximum four burners for PNG use in single gas stove.

- 3.2 Quantity of pipeline, material and fittings materials specified for single Domestic PNG connection as mentioned in Clause 3.1 above is only for that particular connection and cannot be adjusted / clubbed with the quantity of pipelines, material, and fittings for the other points / connection.
- 3.3 The refundable Payment Security Deposit as mentioned in clause 2.1 shall be security against usage of gas in the Buyer's premise.
- 3.4 To promote PNG registrations, Seller may launch incentive/registration schemes which shall be applicable as per terms and conditions of the scheme updated on Seller's website (www.ioagpl.com). Seller may review/modify/amend/remove the applicable rates/tariffs/terms and conditions for all such promotional registration schemes, as and when required, and the same shall be binding upon the Buyer.
- 3.5 In case of requirement of any additional equipment / pipeline for providing PNG connection (other than mentioned in Clause 3.1) and/or for connecting appliances other than single gas stove with maximum four domestic PNG burners in the Buyer's premises, non-refundable charges shall be payable by the Buyer to the Seller as per the then prevailing Tariff Card.
- 3.6 The Seller shall convert the existing LPG burner stove to make it compatible for use on PNG. Subsequent and additional conversion (if any) shall be carried out on chargeable basis according to the prevalent market standards, in addition to the taxes as applicable. In case of automatic stove / burner, it is Buyer's responsibility to convert the same to make it compatible for use on PNG.
- 3.7 Interest free security deposits as mentioned in Clause 2 paid by the Buyer shall be refunded only upon termination of the agreement after clearing all the dues.
- 3.8 Any modification / alteration required in the gas connection shall only be carried out by the Seller. For any extension / modification, relocation / alteration of the pipeline / meter / regulator or any part of the connection, the Buyer shall request the Seller and the Seller upon receiving such request shall promptly carry out the requested modification. Buyer shall pay non-refundable charges to the Seller as applicable at the time of execution of work as mentioned in the then prevailing Tariff Card. In no case, the Buyer shall have any right to modify / alter the connection. If, it is found that, the connection has been modified / altered (including clamp removal) / tampered / concealed in part or whole by the Buyer, the Seller may discontinue the supply of PNG and levy penalty to the Buyer.
- 3.9 Advance payment if any, made by the Buyer to the Seller at the time of registration, other than Refundable Interest Free Security Deposit, will be adjusted against charges for "Extra Work / Services". Additional payment if any to be made by the Buyer will be added in the gas invoice. No interest would be paid to Buyer on advance amount. If the total charges of Extra Work / Services done by the Seller are less than advance payment made by the Buyer, necessary credit will be given in the gas invoice. All charges paid by the Buyer for extra work / services are non-refundable except refundable interest free security deposits mentioned in Clause 2.
- 3.10 Buyer hereby confirms of having been fully explained by Seller regarding the tariff/charges payable by him to Seller for consumption of gas, cost of material and labour charges for pipe and tubing required to be paid by him in the event of excess utilization of the same over and above single standard connection. Buyer further undertakes to pay necessary charges as stated above or any other charges and cost, if applicable. Buyer also agrees to pay separately for any other sales service available by him as per the prevailing tariff card. Seller may at its discretion revise/modify the applicable charges/tariff card from time to time. As and when the tariff card is revised/modified, the same shall be uploaded on the Seller's website www.ioagpl.com and shall become effective from the date mentioned in.

### 4. INVOICING:

- 4.1 The quantity of PNG supplied to the Buyer shall be measured through a meter installed and maintained by the Seller at the Buyer's premises. Immediately upon commissioning of the meter and commencement of the PNG supply, the Seller shall deliver to the Buyer the first invoice mentioning details of all the pending payments related to the connection. Buyer shall pay all the pending payments by due date mentioned on the invoice failing which Seller may impose penalty, charge interest as per prevailing market standards and / or resort to discontinuance of supply of PNG/termination of PNG connection after giving reasonable notice to the Buyer.
- 4.2 The meter installed by the Seller measures the gas in Cubic Meters. The reading (in Cubic Meter) of the meter is converted into Standard Cubic Meter (SCM) / MMBTU by applying factors which depend on delivered pressure of gas, temperature of gas, composition of gas, etc. The Seller may break the prevailing gas price into various components as may be required by PNGRB regulations.
- 4.3 Invoice shall be sent to the Buyer at the end of every invoice period in Rs/MMBTU or any other unit prescribed by PNGRB. Every invoice shall be paid by the Buyer in full by the due date mentioned on the invoice.
- 4.4 Cheque/DD/Pay order for the invoice amount should be made by the Buyer in the name of "IndianOil-Adani Gas Pvt. Ltd. -ID -XXXXXXXXXX" and deposited at the payment collection centers indicated by the Seller or through online transaction by logging on to the Seller's website i.e. www.ioagpl.com.
- 4.5 No cash payment shall be accepted unless specified by Seller. Seller shall not be responsible for any payment made otherwise than by way of Account Payee cheque drawn in its favor or online transaction and such payment shall not give a valid discharge to Buyer. The Buyer shall ensure that payment is made to the authorized representative of Seller. However, Seller shall not be responsible for any payment made to any unauthorized person.
- 4.6 Seller reserves the right to levy a minimum charge per month or part thereof as stated in tariff card towards, inter-alia, recovery of administrative costs (that is to say, the Buyer will be required to pay a minimum charge per month or the charges for the gas consumed, whichever is higher). The minimum charges payable are subject to revision by Seller from time to time.
- 4.7 The Seller may revise the PNG price and / or any other charges as mentioned in the Tariff Card as per the then prevailing government guidelines / market standards.
- 4.8 All cesses, taxes, duties, assessments, and any other levies imposed or to be imposed in future by Central / State Government, Statutory and or local bodies, in relation to the connection and supply of PNG shall be passed on to and paid by the Buyer. The Seller shall invoice the same to the Buyer and Buyer shall be liable to pay such taxes, duties levies etc. as may be applicable.
- 4.9 In the event of failure of the meter to record correct consumption, the quantity of PNG consumed by the Buyer shall be determined on the basis of the average consumption of last six billing cycles or any other basis determined by Seller as per prevailing industry standards.
- 4.10 In case Buyer's premise is found locked at the time of meter reading or meter reader is unable to record reading due to any other reason at the Buyer's premise, it is the Buyer's responsibility to submit meter reading to the Seller. In case of failure of Buyer to submit meter reading, Seller shall send estimated invoice to the Buyer on the basis of average consumption of last six billing cycles. In case of non-availability of consumption pattern of last six billing cycles, estimated invoice shall be raised by the Seller on the basis of average daily gas consumption per household equivalent to 0.5 SCM per day value and the differential amount will be adjusted in next bill on actual reading basis.
- 4.11 The Seller reserves its right to vary the period/frequency and manner of billing from time to time without any prior notice to the buyer. Every bill shall be paid in full on or before its due date as mentioned on the bill by the Buyer failing which Seller shall have right to disconnect the Gas supply of such Buyer.
- 4.12 Non receipt of invoice shall not be a sufficient ground for non-payment of outstanding amount. In case Buyer does not receive the invoice he/she shall apply for a duplicate copy of the same from the Seller and Seller shall provide the same. The Buyer shall pay to the Seller late payment charges as mentioned in the Tariff Card on all the delayed payments from the due date until payment and / or realization. Date of receipt of payment made by Buyer shall be considered as the date on which clear balance is available of such payment in the Seller's account.
- 4.13 In case of any dispute the Buyer shall pay the invoice amount in total by the due date and then lodge a complaint with the Seller. All complaints shall be dealt with within a stipulated time frame and if the claims made by the Buyer are found to be correct, credit / debit arising out of such resolution of complaint shall be adjusted in the next invoice by the Seller. No waiver in invoice shall be considered in case of any gas leakage found from gas stove or rubber tube.

### 5. OBLIGATION AND UNDERTAKING OF THE BUYER:

- 5.1 The Buyer shall:
  - (i) prior to the commencement of PNG supply, at its own cost, obtain all necessary consents, approvals and permits from all relevant authorities including RWA, society administration, housing society / association, joint owners, as the case may be, required to obtain the PNG connection. The Buyer shall, also be responsible at its own cost for obtaining all easements or rights of way through any private property of any other person inside the society / colony / sector or RWA, society administration, etc. for laying of pipeline for supply of PNG. The Seller reserves the right to discontinue the PNG supply in the event of any dispute between the Buyer and the landlord/Society by giving prior reasonable notice to the Buyer.
  - (ii) be responsible to obtain No Objection Certificate from landlord / Society, where the premise is tenanted property or is situated in a building belonging to a Society. The Seller reserves the right to discontinue the PNG supply in the event of any dispute between the Buyer and the landlord / society which hinders or restricts maintenance of PNG connection or related pipeline installations.
  - (iii) use the PNG only for domestic or household purpose, such as cooking and water heating at the premise mentioned in the application form and shall not use / permit/allow the usage of PNG for any other purpose. If at any time after commissioning, it is found that PNG is being used for other than domestic purposes, seller may disconnect the gas supply and buyer shall be liable to pay all the bills with an additional penal rate as specified by Seller with retrospective effect from date of connection.



# IndianOil Adani Gas Pvt. Ltd.

## Terms and Condition for the supply of Piped Natural Gas (PNG) to Domestic customer

Following Terms and Conditions will apply and govern the connection and supply of Piped Natural Gas (PNG) to Domestic customers ("Buyer") by Indian Oil-Adani Gas Pvt. Ltd. ("Seller").

- (iv) take adequate precautions and all safety measures in connection with the supply and use of PNG and shall also ensure safety of the equipment and facilities provided by the Seller within the Buyer's premises. In case, buyer carries any unauthorized repair, alteration, modification directly or indirectly in the pipeline, meter, equipments installed for the purpose of Gas supply, the same shall be deemed to be breach of the contractual terms contained herein and in such cases Seller have full right to forfeit the Security deposit and disconnect the Gas supply to the Buyer. Further, in case of any accident, on account of unauthorized repair, modification, alteration directly or indirectly to the pipeline, meter equipments, the Buyer shall be solely responsible for any loss or damage that may be caused to the property or human life. Seller shall not be responsible for any direct or indirect loss caused on account of any such illegal act by the buyer.
- (v) be responsible for any civil work required for the safety of the pipelines, meter, regulator or other facilities and equipment installed by the Seller within the Buyer's premises.
- (vi) be responsible to make holes in precise stones / marbles required for gas installation.
- (vii) take permission of the Seller in case any construction / renovation / changes are required to be done in the premises having the installation.
- (viii) inform the Seller before installing any equipment such as PNG geyser or any other equipment.
- (ix) inform the Seller in the event of sale of the Buyer's Premises to the third party.
- (x) permit the Seller/its authorized representative's access to the premises for the purpose of meter reading, invoice distribution, laying pipelines, to alter or replace any pipeline, inspection, maintenance, modification, extension, check-up, collection of payments, installation of equipment., take photographs and undertake disconnection for unauthorized tapping / modification / extension of connection / concealing of pipeline. (xi) inform the Seller if going out of station for a period of one month or more so as to enable the Seller to disconnect the PNG supply at the Buyer's premises for safety reasons & shall pay prevailing charges for Temporary Disconnection and Reconnection as per Tariff Card.
- (xii) not adjust, clean, repair, replace or otherwise handle any of the pipes, meter, regulator or other equipment installed by the Seller.
- (xiii) be liable to report about any gas leakage, damage to meter, piping, equipment or facility or non-reading of meter, occurrence of any emergency situation or any potentially hazardous situation at the earliest by calling on the emergency contact numbers mentioned on the invoice and shall co-operate with the Seller's personnel to contain the emergency situation, as and when required.
- (xiv) not make any request for compensation / adjustment in the invoice on account of leakage of PNG caused due to damage of wire braided flexible hose (rubber tube).
- (xv) follow safety instructions prescribed by Seller from time to time.
- (xvi) ensure payment of dues by the due date
- (xvii) use standard and good quality gas equipment for safety reasons.
- (xviii) inform about concealed pipeline or cables, if any, at the time of survey conducted by the Seller. Seller shall not be held responsible for damage to such concealed pipelines or cables.
- (xix) not tamper or interfere nor permit any tampering or interference with the pipes, equipment, Gas meter, regulator and other installations provided for the supply of Gas. Seller shall without prejudice to its other rights, be entitled to disconnect PNG connection without giving any prior notice and shall be entitled to recover suitable compensation for any damage caused to the equipments by the buyer apart from forfeiting the Security Deposit.
- (xx) ensure that nothing is tied or hanging on gas pipeline or Gas meter. Buyer shall take appropriate measures to protect gas pipeline and Gas meter.
- (xxi) not install electric / telephone or any type of wires or cables very close to gas pipeline.
- (xxii) not conceal GI / Copper pipeline/ wire braided flexible hose in wall, furniture, floor, cabinets etc.
- (xxiii) not use additional wire braided flexible hose to connect any other appliance.
- (xxiv) not extend GI/ Copper pipeline or wire braided flexible hose to any other consumption point or to any room other than where appliance is installed.
- (xxv) buy/recharge pre-paid smart cards for supply of PNG, if in future Seller plans to install meters with Automated Meter Reading facility or alternatively plans to introduce Smart-card enabled gas meters as part of PNG installation. Under such a scenario, the prepaid rates and corresponding terms and conditions (as mentioned on Seller's website [www.ioagpl.com](http://www.ioagpl.com)) will be binding on the buyer. Buyer will buy/recharge pre-paid smart cards for supply of PNG from various authorized channels made available by the Seller from time to time. Buyer has to pay charges towards such technological up-gradation of metering system, whenever gets applicable in future and the same shall be communicated separately by the Seller.
- (xxvi) comply with the 'The Liquefied Petroleum Gas (Regulation of Supply and Distribution) order 2000 and its amendments or any such order(s) in future notified by Government of India related to domestic Liquefied Petroleum Gas under Public Distribution System.
- (xxvii) not have any direct dealing or monetary transaction with any Vendor / Contractor/ or plumber/ worker / any other person.
- (xxviii) not hold the Seller liable / responsible for the entry by any unidentified person or any imposter or person claiming to represent or act on behalf of Seller.
- (xxix) not hold Seller responsible for servicing / repairing of gas stove or burner. The Buyer shall be liable to pay penal charges along with necessary modification or restoration charges as per prevailing Tariff Card in cases mentioned in points (iii), (xix), (xx), (xxi), (xxii), (xxiii) and (xxiv) above.

### 6. OBLIGATIONS OF THE SELLER:

#### 6.1 The Seller shall:

- (i) endeavour to provide the PNG connection at the earliest
- (ii) endeavour to provide a consistent and regular supply of Natural Gas to the Buyer and ensure correct invoicing.
- (iii) endeavour to maintain the adequate delivery pressure at the regulator outlet to enable usage of PNG by the Buyer.
- (iv) ensure upkeep of the system and maintain safe operations in the network following technical standards and safety standards specified by the PNGRB.
- (v) install the metering equipment at a location which is easily accessible for the purpose of operation, meter reading, maintenance, inspection, calibration, checking and replacement or removal of the metering equipment.
- (vi) Seller shall reserve the right to select safe and best possible pipeline route to provide PNG connection to individual residential units having necessary safety and statutory clearances.
- (vii) give due notice to the Buyer for planned maintenance and ensure earliest possible supply resumption after interruption and ensure prompt recovery from unplanned network interruptions if any.
- (viii) not disclose information of the Buyer obtained for purposes other than for which it was obtained without the consent of the Buyer except when the information is being disclosed for the following purposes:
  - a. For invoicing and operations purpose
  - b. For collection of outstanding dues through a third party
  - c. For law enforcement purposes including litigation before Court or other government/semi government authorities.
  - d. To PNGRB / Govt. of India / Public Sector Oil Marketing Company (PSOMC)/ any other body under their directions
- (ix) make all reasonable efforts in resolving the complaints received in a time bound manner.

### 7. OWNERSHIP:

The pipes, equipment and other installations provided for the purpose of supplying PNG, up to the inlet of the stove including the wire braided flexible hose shall be and remain the property of the Seller and the Buyer shall not have or claim any right, title, or interest therein.

### 8. TERMINATION / PERMANENT DISCONNECTION:

- 8.1 Without prejudice to the other rights of the Seller, the Seller may by giving 15 days' notice, terminate the agreement with the Buyer, if:
  - (i) The Buyer fails to pay the seller any sum due to the Seller under this contract.
  - (ii) The Buyer fails to comply with any of its obligations and/or commits any breach of the covenant or conditions on his part to be observed, performed, or fulfilled
  - (iii) Particulars as furnished by the Buyer in the Application are found to be false or incorrect.
  - (iv) PNG is not consumed by the Buyer for a continuous period of 26 weeks without informing the Seller.
  - (v) The Buyer tampers/modifies/alters the connection without the consent of the Seller.
  - (vi) The Buyer uses PNG for the purpose other than mentioned in this contract.
  - (vii) The legal heirs, and / or successors and / or assigns fail to submit to the Seller the valid documents as required by the Seller for transfer of the connection.
- 8.2 Buyer may request for termination of agreement / permanent disconnection of PNG supply, by giving 15 days' notice in writing to the Seller.

- 8.3 In the event of termination of the agreement, without prejudice to the other rights of the Seller, (i) the Seller shall remove all pipelines, installations and equipment installed by the Seller for the supply of PNG. (ii) The Buyer shall be liable to pay to the Seller all amounts due and payable by the Buyer to the Seller up to the date of termination of the agreement. After all dues are cleared and the meter and allied equipment have been removed in proper and undamaged working condition, the security deposit shall be refunded to the Buyer after deducting the installation removal charges as mentioned in the Tariff Card prevailing at the time of permanent disconnection. In case any equipment is found to be in damaged / non-working condition at the time of permanent disconnection, charges for the same shall be payable by the Buyer.

### 9. TEMPORARY DISCONNECTION:

- 9.1 The Buyer may request for temporary disconnection of PNG supply for a period of one month or more and pay to the Seller the charges as mentioned in the then prevailing Tariff Card. After receipt of the request in writing and payment of the applicable charges, the Seller will arrange to temporarily disconnect the PNG supply, record the meter reading, and accordingly raise invoice for PNG usage. During the disconnection period invoicing will not be done for that Buyer.
- 9.2 Seller may disconnect PNG supply / connection to any premise for safety reasons. In such cases, Seller shall, as soon as possible, intimate the Buyer for such disconnection and provide schedule / time of reconnection.
- 9.3 In case the Buyer fails to pay the invoice sent by the Seller on due date, Seller reserves the right to stop supply of PNG by giving a notice of fifteen days. The Buyer shall be liable to pay charges for such disconnection and reconnection as per the then prevailing 'Tariff Card'.

### 10. RECONNECTION:

- 10.1 In case the Buyer applies for reconnection of PNG supply, after termination/ temporary disconnection, all the reconnection/re-commissioning charges as per the then prevailing 'Tariff Card' and outstanding dues shall be paid by the Buyer, except in case of disconnection carried out because of reasons mentioned in Clause 10.2. Only after full payment of all dues reconnection will be considered.
- 10.2 Seller may, in case of termination / temporary disconnection stated in point 10.3 above, refuse the reconnection of PNG supply by giving valid reason.

### 11. SHIFTING OF RESIDENCE:

In case, a Buyer desires to shift from the present premises having PNG connection to new premises, the Buyer will have to surrender the present connection and settle all dues and re-apply for a new PNG connection at the new address. Buyer shall not on his own, remove, shift, dismantle, modify, alter the meter, pipeline and/or any other pipeline installations.

### 12. TRANSFER OF OWNERSHIP OF THE CONNECTION:

Seller permits transfer of the PNG connection from one name to another name in the event of sale/purchase of the property. Such transfer is permitted subject to the payment of administrative charges as may be applicable, from time to time by the Buyer to Seller as indicated in the Tariff Card. However, in case of transfer of PNG connection to the legal heir of the Buyer upon demise of the Buyer no administrative charges shall be applicable. The transfer of PNG connection from one name to another name is subject to submission of valid documents, as may be required by the Seller.

### 13. LIABILITY:

- 13.1 The Buyer shall not use the PNG for any purpose other than mentioned in the contract. The Buyer agrees to indemnify and keep indemnified the Seller from and against any loss, claim, action or proceeding that may be suffered or incurred by the Seller as a result of any such illegitimate use of PNG by the Buyer.
- 13.2 The Buyer shall be liable for any loss or damage caused to pipes, equipment, meter or installations in his/her possession and control whether caused on account of negligence by the Buyer or its associates or agents, theft, sabotage or otherwise howsoever.
- 13.3 The Buyer shall be deemed to be in exclusive possession and control of the PNG once PNG passes the meter outlet. Accordingly, the Buyer shall protect, indemnify and hold the Seller harmless against all claims, demands, action, suits, proceedings, judgments and all liabilities costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection with the supply and usage of PNG.
- 13.4 The provisions as mentioned in this Clause 13 of this agreement will be enforceable notwithstanding termination of PNG supply.
- 13.5 The Seller will put in his best endeavor to cause minimum damage to Garden, Lawn, Plants, Decorations, Tiles and any other decorative surfaces within the society or Buyer premises both on the ground and on the walls while installing pipeline, meter, and associated equipment. Whilst the Seller will ensure that any disrupted areas are left in backfilled condition. Final reinstatement of surface and decorative areas will be responsibility of the Buyer. Accordingly, the Buyer shall protect, indemnify and hold the Seller harmless against all claims, demands, action, suits, proceedings, judgments and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection with the supply of PNG/provision of PNG connection.
- 13.6 The Seller shall not be liable for any injury caused to any person / animal or anyone inside or outside the residence at the time of installing gas pipeline.
- 13.7 The Seller shall not be held liable for any delay in providing connection or any associated service for reasons beyond its control.
- 13.8 In case of any discrepancy or disagreement with Vendor / Contractor or plumber Buyer should contact the Seller's Customer Care office.

### 14. DISCLAIMER:

The Seller shall not be liable for any loss, damage, costs, charges or expenses whatsoever that may be caused to or occasioned by the Buyer or another person on account of failure to perform or for the delay in performing any provisions of the Terms and Conditions mentioned herein if the same is caused or results due to acts of God, War, Revolt, Fire, Tempest, Flood, Earthquake, Lightning, direct or indirect consequences of God(declared/undeclared) sabotage, hostilities, National emergencies, civil disturbances, acts of terrorism, commotion, embargo or any other law promulgation, regulation or ordinance whether Central or State or Municipal, breakage bursting or freezing of pipeline or occurrence of any event beyond the control of the Seller. Provided further that the Seller shall not be responsible and/or liable for any losses direct or consequential caused to the Buyer if the same is caused due to the reasons stated herein above.

### 15. ASSIGNMENT:

The Seller reserves the right to assign or transfer all or any of its rights and obligations under this Agreement to any another body corporate or third party by giving prior reasonable notice by way of publishing it on its website at [www.ioagpl.com](http://www.ioagpl.com)

### 16. AMENDMENT:

The Seller reserves its right to amend, add, discontinue, or delete all or any of these terms and conditions at any time by giving prior reasonable notice by way of publishing it on its website at [www.ioagpl.com](http://www.ioagpl.com) and in such case the amended terms and conditions shall be binding on the Buyer with immediate effect.

### 17. TERMS BINDING ON SUCCESSORS:

- 17.1 These terms and conditions shall be binding on the heirs, administrator and assigns of both the Buyer and the Seller.
- 17.2 Both the Buyer and the Seller shall under all circumstances follow the various regulations issued by PNGRB relevant for City Gas Distribution Network.

### 18. ADDRESS FOR COMMUNICATION:

Any communication shall be sent to the Buyer at the address of the Buyer stated in his/her Application unless otherwise intimated by the Buyer in writing to the Seller. Any communication to the Seller will be sent at the following address – IndianOil-Adani Gas Pvt. Ltd, 1st Floor, Tower -B, Windsor IT Park A-1, Sector -125, Expressway Noida, Uttar Pradesh -201313.

### 19. JURISDICTION:

- (i) The Buyer and the Seller agree that all disputes and all other matters arising out of this agreement shall be governed by laws of India and is subject to exclusive jurisdiction of the courts at \_\_\_\_\_.
- (ii) I do hereby agree and confirm that -
- (i) The particulars furnished are true and correct.
- (ii) I have read and understood Terms and conditions and Tariff card for availing PNG connection as mentioned in the Application Form and I agree to abide by the same.
- (iii) I agree to receive SMS from Seller on my registered mobile Number.

Date: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_