



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 IndianOil-Adani Gas Pvt. Ltd. ("Seller").

- DEFINITIONS:**
 - "Application Form" means the request for a PNG connection in the format designed by the Seller containing Terms and Conditions for supply of PNG to domestic customers.
 - "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.
 - "Buyer" means an applicant / consumer / customer who has applied for a new / modification in the existing connection and has been provided PNG connection by the Seller as per the terms and conditions mentioned herein.
 - "Connection" means installation of combination of one or more pipelines, related fittings, valves, regulator, meter, rubber tubing and any other associated equipment provided by the Seller in the Buyer's premises in order to supply PNG to the Buyer.
 - "Connection Security Deposit" has the meaning as defined in Clause 3.
 - "Invoice" means a periodic statement generated by the Seller on a bi-monthly basis 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's premises, late payment charges, penal charges, if any, and the total amount including taxes and levies payable by the Buyer to the Seller for use/consumption of gas for the particular period.
 - "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 premise.
 - "Measurement Equipment" means meters, including apparatus, regulators, gauges, valves, pipes and other related accessories and fittings that are installed at the Buyer's 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 & the Buyer's Facilities.
 - "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 to a constant pressure of one atmosphere.
 - "Payment Security Deposit" has the meaning as defined in Clause 3.
 - "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 / hold of PNG and related services to the Buyer.
 - "PNG" means natural gas supplied by pipelines for domestic /commercial /Industrial use.
 - "PNG Price / Gas Price" means unit price of PNG in Rs/SCM or Rs/MMBTU or any other such unit prescribed by PNGRB.
 - "PNGRB" means Petroleum and Natural Gas Regulatory Board established under sub-section 3 of the PNGRB Act.
 - "PNGRB Act" means Petroleum and Natural Gas Regulatory Board Act, 2006.
 - "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.
 - "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 Aurubind Marg, Yusuf Sarai, New Delhi -110016.
 - "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.
 - "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 (15) degrees Celsius and absolute pressure of one decimal zero one three two five bar (1.01325 Bar).
 - "Tariff Card" means a document prepared by the 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.
 - CONNECTION:**
 - By execution and submission of the connection Application along with valid documents and the refundable interest-free Connection's 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 herein in this Application Form as amended from time to time. These Terms and Conditions shall constitute a binding agreement between the Seller and the Buyer.
 - An application received without the refundable interest free connection deposit and payment security deposit shall not be considered as a valid application for PNG connection and shall be rejected by the Seller.
 - 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 at their premise. The Seller will carry out a technical survey of the said premise and shall determine the location and manner of laying pipeline and installation of meter and other equipment for supply of PNG. The installation activity and other associated works shall be carried out by the Seller/Its authorized Vendor or Contractor.
 - The Seller, as a prudent City Gas Distribution company, shall make all efforts to install the connection within reasonable time, not exceeding three months, starting 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 said 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.
 - A "single connection" means provision of PNG for use in one kitchen per premise. However, an extension to the existing connection from the kitchen can be provided on written request received from the Buyer / Consumer / Customer, to connect maximum two appliances, such as, geyser, etc. in the same / different floors, by paying 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 situated on the same / different floors within the premise shall be treated as separate PNG connections and separate meters shall be installed. No separate kitchen point shall be given outside the kitchen premise.
 - Extra kitchen / geyser connection shall be installed as per route determined by the Seller considering safety, ease of construction and maintenance, etc. The Seller reserves the right to refuse the provision of extra kitchen / geyser connection on the basis of evaluation 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 the site visit charges mentioned in the then prevailing Tariff Card.
 - Concealed GI/CU pipeline shall neither be provided nor allowed under any circumstances due to safety reasons.
 - All pipelines installed above ground shall be exposed and painted with Golden Yellow colour paint by the Seller. In no case Buyer shall tamper with or change the colour of the said pipelines.
 - Supply of PNG shall be commenced after necessary testing of the installation by the Seller and receipt of approvals and permissions, if any are required.
 - 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.
 - Maximum flow of Natural Gas in Buyer's premise is limited to 2.5 m³/hour at a gas pressure of 21mBar. Hence the connectivity by the seller to respective consumption points shall be such that this maximum flow is not breached. The seller reserves the right to refuse the provision of extra kitchen / geyser connection if the flow of gas because of the extra connection exceeds the maximum flow limit allowed through the meter.
 - CHARGES:**
 - The refundable interest-free Connection Security Deposit as mentioned in Clause 2 shall be deposited by the customer towards the security of following equipments and facilities (including the labour cost of installation) towards last mile connectivity for a single connection:
 - One Point (Gas Tap) in One Kitchen
 - One Riser isolation valve (RIV) & Meter Isolation Valve (MIV) before the metering unit (on need basis)
 - Up to ten meters of pipes up to the metering unit
 - Metering unit (One Domestic Meter, One Regulator and fitting accessories)
 - Up to five meters of G.I. / copper pipe from the metering unit up to the gas tap
 - One wire braided flexible hose (Suraksha Hose pipe) of standard size connecting the domestic PNG burner.
 - Conversion of maximum four burners for PNG use in single gas stove.
 - 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.
 - The refundable Payment Security Deposit as mentioned in clause 2.1 shall be the security amount deposited against usage of gas in the Buyer's premise.
 - To promote PNG registrations, the Seller may launch incentive/registration schemes which shall be applicable as per terms and conditions of the respective scheme updated on the Seller's website (www.ioagpl.com) or through official channels through
- WhatsApp, customer care, etc. The 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.
- 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, additional non-refundable charges shall be payable by the Buyer to the Seller as per the then prevailing Tariff Card.
 - The Seller shall convert the existing LPG burner stove to make it compatible for use with 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, as and when required. In case of automatic stove / burner, it is the Buyer's responsibility to get the same converted at his / her own cost to make it compatible for using with PNG.
 - An interest free security deposit as mentioned in Clause 2, shall be paid by the Buyer, and further shall be refunded only upon termination of the agreement, post settling all the dues.
 - Any modification / alteration required in the PNG connection shall only be carried out by the Seller or its authorised representative. 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 as per availability of resources. Buyer shall pay the 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 shall have the right to discontinue / disconnect the supply of PNG and levy penalty on the Buyer with immediate effect.
 - Advance payment if any, made by the Buyer to the Seller at the time of registration, other than Refundable Interest Free Security Deposit, shall be adjusted against the charges for "Extra Work / Services". Additional payment, if any made by the Buyer shall be added in the PNG invoice and shall further reflect in the next upcoming bill. No interest shall be paid to the Buyer on any advance amount. If the total charges of Extra Work / Services done by the Seller are less than advance payment made by the Buyer, in such case, necessary credit shall be given in the PNG invoice by the Seller. All the charges paid by the Buyer for extra work / services are non-refundable except, the refundable interest free security deposits as mentioned in Clause 2.
 - The Buyer hereby confirms of having been fully explained by the Seller, regarding the tariff/charges payable by him to the 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. The Buyer further undertakes to pay necessary charges as stated above or any other charges and cost, if applicable. The Buyer also agrees to pay separately for any other sales service availed by him as per the prevailing tariff card. The 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 on it.
- INVOICING:**
 - 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 via the registered email and/or registered mobile number and/or on spot at Buyer's premise using handheld device operated by Seller's authorised representative. The Buyer shall be liable to pay all the pending payments by due date mentioned on the invoice, failing to which, the Seller may impose penalty, charge late payment 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.
 - 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.
 - 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 or before the due date mentioned on the invoice.
 - Cheque /DD/Pay order for the invoice amount should be made by the Buyer in the name of "IndianOil-Adani Gas Pvt. Ltd. - ID-XXXXXXXX" and deposited at the respective payment collection centers situated at the local branch office of the Seller. Buyer can also make payment of invoice amount online through Internet banking or UPI or by logging on to the Seller's website i.e. www.ioagpl.com or mobile application i.e. IOAGPL Suvdha.
 - No cash payment(s) shall be accepted unless specified by the Seller. The Seller shall not be responsible for any payment(s) made otherwise, other than by way of DD/Pay order/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 the Seller. However, the Seller shall not be responsible for any payment made to any unauthorized person.
 - The 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 the Seller from time to time.
 - The Seller may revise the PNG price and / or any other charges as mentioned in the Tariff Card as per the applicable prevailing government guidelines and/or market standards.
 - All taxes, cesses, 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 the Buyer shall further be liable to pay such taxes, duties levies etc. as may be applicable from time to time.
 - 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 the Seller as per prevailing industry standards.
 - In case the 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, in such cases, it shall be the Buyer's responsibility to submit meter reading to the Seller. In case of failure of the Buyer to submit meter reading, the Seller shall send estimated invoice to the Buyer on the basis of average of last six billing cycles. In case of non-availability of consumption pattern of last six billing cycles, estimated invoice(s) 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.
 - 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 the Seller shall have right to disconnect the PNG supply of such Buyer.
 - Non receipt of invoice shall not be a sufficient ground for non-payment of outstanding amount. In case the Buyer does not receives the invoice he/she shall apply for a duplicate copy of the same from the Seller and the Seller shall be liable to provide the same. The Buyer shall pay to the Seller late payment charges, if any, as mentioned in the Tariff Card on all the delayed payments from the due date until payment and / or realization. The date of receipt of payment made by the Buyer shall be considered as the date on which clear balance is available of such payment in the Seller's account.
 - 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.
- OBLIGATION AND UNDERTAKING OF THE BUYER:**
 - The Buyer shall:
 - 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.
 - be responsible to obtain No Objection Certificate (NOC) 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.
 - 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, the seller may disconnect the gas supply and the Buyer shall be liable to pay all the bills with an additional penal rate as specified by the 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

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- (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, the Buyer carries out any unauthorized repair, alteration, modification directly or indirectly in the pipeline, meter, equipments installed for any purpose related to PNG supply, the same shall be deemed to be breach of the contractual terms contained herein and in such cases, the Seller will have full right to forfeit the Security deposit and disconnect the Gas supply at the Buyer's premises. 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 to indemnify the Seller for all the losses and/or damages caused to the property or human life therewith. The Seller shall not be responsible for any direct or indirect loss caused on account of any such illegal activities 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 in writing, before installing any equipment such as PNG geyser, etc.
- (ix) inform the Seller in writing, in the event of sale of the Buyer's Premises to any third party.
- (x) permit the Seller or their 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, checking 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, in writing if going out of station for a period of one month or more, so as to enable the Seller to temporarily disconnect the PNG supply at the Buyer's premises for safety reasons & shall pay prevailing charges for the said Temporary Disconnection and Reconnection as applicable as per the Tariff Card time being in force.
- (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. The Seller shall not be held responsible for any damage caused to such concealed pipelines or cables.
- (xix) not tamper or interfere, nor permit any tampering or interference with the installed pipes, equipment, Gas meter, regulator and other installations fitted for the supply of Gas. The Seller shall without prejudice to its other rights, be entitled to disconnect the PNG connection without giving any prior notice and shall be entitled to recover suitable compensation for any damage caused to the said equipment by the Buyer apart from forfeiting the Security Deposit.
- (xx) ensure that nothing is tied or hanging on gas pipeline or Gas meter. The 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 the Seller plans to install meters with Automated Meter Reading facility or alternatively plans to introduce Smart-card enabled gas meters as part of the PNG installation. Under such a scenario, the prepaid rates and corresponding terms and conditions (as mentioned on the Seller's website, www.ioagpl.com) will be binding on the Buyer. The Buyer will buy/recharge pre-paid smart cards for supply of the PNG from various authorized channels made available by the Seller from time to time. The Buyer has to pay the 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) 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 the penal charges along with necessary modification or restoration charges as per the prevailing Tariff Card in cases mentioned in points (iii), (ix), (x), (xxi), (xxii), (xxiii) and (xxiv) above.
- 6. OBLIGATIONS OF THE SELLER:**
- 6.1 The Seller shall:
- endeavour to provide the PNG connection at the earliest
 - endeavour to provide a consistent and regular supply of Natural Gas to the Buyer and ensure correct invoicing.
 - endeavour to maintain the adequate delivery pressure at the regulator outlet to enable usage of PNG by the Buyer.
 - ensure upkeep of the system and maintain safe operations in the network following technical standards and safety standards specified by the PNGRB.
 - 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.
 - 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.
 - 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.
 - 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:
 - For invoicing and operations purpose
 - For collection of outstanding dues through a third party
 - For law enforcement purposes including litigation before Court or other government/semi government authorities.
 - To PNGRB / Govt. of India / Public Sector Oil Marketing Company (PSOMC)/ any other body under their directions
 - 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:
- The Buyer fails to pay the seller any sum due under this contract.
 - 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
 - Particulars as furnished by the Buyer in the Application are found to be false or incorrect.
 - PNG is not consumed by the Buyer for a continuous period of 26 weeks without informing the Seller in writing.
 - The Buyer tampers/modifies/alters the PNG connection.
 - The Buyer uses PNG for the purpose other than mentioned in this contract.
 - 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 the termination of an 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 installed equipments are found to be in damaged / non-working condition at the time of permanent disconnection, the Buyer shall be held liable to pay the applicable charges.
- 9. TEMPORARY DISCONNECTION:**
- 9.1 The Buyer may request for the temporary disconnection of PNG supply for a period of one month or more and pay to the Seller the applicable charges as mentioned in the then prevailing Tariff Card. After receipt of the request in writing and payment of the applicable charges, the Seller shall arrange to temporarily disconnect the PNG supply, record the meter reading, and accordingly raise invoice for PNG usage. During the disconnection period invoicing shall not be done for that Buyer.
- 9.2 The Seller may disconnect the PNG supply / connection to any premise for safety reasons. In such cases, the 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 received by the due date, the Seller reserves the right to stop the supply of PNG with immediate effect followed up by a notice of fifteen days, for re-commencement of services, post clearance of due amount. The Buyer shall be liable to pay applicable 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 or permanent / temporary disconnection, all the reconnection / re-commissioning charges shall be applicable as per the then prevailing 'Tariff Card' and outstanding bill shall be required to be paid by the Buyer, except in case of disconnection carried out as per reason(s) mentioned in Clause 9.2 of this Application form. Only after clearing all the pending dues, reconnection request of PNG supply shall be considered.
- 10.2 The Seller may, in case of termination or permanent / temporary disconnection as stated in Clause 9.3 above, refuses the reconnection of PNG supply by giving valid reason.
- 11. SHIFTING OF RESIDENCE:**
- In case, the Buyer desires to shift connection from the existing location of PNG connection to new location, 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. The 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:**
- The Seller permits transfer of the PNG connection from one name to another name in the event of sale/purchase of the property where the said PNG connection is installed. Such transfer is permitted subject to the payment of administrative charges as may be applicable, from time to time by the Buyer to the Seller as indicated in the Tariff Card. However, in case of transfer of the PNG connection to the legal heir of the Buyer upon demise of the Buyer no administrative charges shall be applicable. The transfer of the PNG connection from one name to another name is subject to submission of valid supporting documents, as may be required by the Seller.
- 13. LIABILITY:**
- 13.1 The Buyer shall not use the PNG supply for any purpose other than mentioned in the contract. The Buyer agrees to indemnify and keep indemnified the Seller from and against any direct or indirect losses, claims, actions or proceedings that may be suffered or incurred by the Seller as a result of any such illegitimate use of the PNG by the Buyer.
- 13.2 The Buyer shall be liable for all the losses or damages caused to pipes, equipment, meter or installations in his/her possession and control whether caused on account of negligence by the Buyer or its affiliates, associates or agents, through theft, sabotage or otherwise howsoever.
- 13.3 The Buyer shall be deemed to be in exclusive possession and control of the PNG, once the 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 Clause13 of this application form will be enforceable notwithstanding termination of PNG supply.
- 13.5 The Seller will put in his best endeavour to cause minimum damage to Garden, Lawn, Plants, Decorations, Tiles and any other decorative surfaces within the society or the Buyer's 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, the Buyer should contact the Seller's designated Customer Care office or visit the nearest branch 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 held responsible and/or liable for any losses or damages 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
- 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 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 (CGD) 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 their local branch office.
- 19. JURISDICTION:**
- The Buyer and the Seller agrees 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 New Delhi alone. Notwithstanding any other court(s) having jurisdiction to try such dispute arising out of this agreement, only courts of Delhi shall have exclusive jurisdiction to try such disputes to the exclusion of all other courts in the country.
- I do hereby agree and confirm that -
- The particulars furnished above are true and correct,
 - 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.
 - I agree to receive SMS from Seller on my registered mobile Number.
- Date: _____ Applicant's Signature: _____