

## **CONTRACTUAL TERMS AND CONDITIONS FOR SUPPLY OF PIPED NATURAL GAS TO DOMESTIC CUSTOMER(S)**

**The agreed terms and conditions** between the Sabarmati Gas Ltd (herein after referred to as "**Supplier**") and the applicant named in the registration form (hereinafter referred to as "**Customer**") for the supply of Piped Natural Gas (herein after referred to as 'PNG') are stated below:

1. The Customer agrees to purchase PNG to be supplied by the Supplier upto and at one identified place in the said premises which is located at address stated in the registration form. The PNG connection is subject to Health, Safety & Environment policy of the supplier and other technical & safety standards.

2. The supply of the PNG shall be subject to realization of the interest free re-fundable Security Deposit for registration and connection charge to be paid by the Customer as stated in the registration form above. On the realization of the registration charges, the Customer shall have precedence over commencement of supply of PNG as and when the Supplier start supply in Customer's locality/ society. However, the Supplier shall refund such charges, in case the Supplier is unable to begin the supply of PNG and decides not to supply PNG to the Customer permanently, than supplier shall do so without assigning any reason for it. (Supply of Gas subject to availability)

3. Customer shall make use of the PNG for his own household only and shall not re-supply to any other person, place or premises under any circumstances. The rights under this contract are not transferable or assignable by customer. The right to supply PNG to any person claiming under or on behalf of the Customer shall be exclusively with the Supplier and on such terms and conditions as it deems fit. In case of death or insanity of the Customer his legal heir/ guardian may be substituted for himself at the option of the Supplier.

4. All piped work, fittings, meter and other materials used for the purpose of supply of PNG upto and including the appliance valve shall be provided at its own cost by the Supplier and shall remain the property of the Supplier and the Customer shall remain the custodian of such properties. The Customer shall have no claim or ownership right in or right to use the property or the infrastructure of the Supplier and he cannot subject the property to any lien or mortgage or charge or attachment. The Supplier shall be entitled to use its property to supply PNG to more than one Customer, The manner and mode of supply of PNG is at the absolute discretion of the Supplier.

5. Customer will not himself interfere or permit interference with such property by persons other than the authorized representatives of the Supplier. Such authorized representatives will have access to the Customer's premises to perform jobs like meter reading, maintenance, inspection, checks, additional kitchen, geyser points etc. as and when required. A penalty of Rs. 500 /- shall be imposed for breach of these condition.

6. The Supplier reserves the right to accept or reject this application form for registration or withdraw the supply of PNG to the Customer at any time without assigning any reason, whatsoever.

7. The Supplier shall take all reasonable steps to provide the Customer with PNG of consistent and satisfactory standard. However, the Supplier shall not be responsible for any delay, loss, cost or inconvenience arising due to any reason beyond the control of the Supplier for supply of PNG or for suspension of supply of PNG, due to maintenance or repairs etc.

8. The customer shall pay the price of PNG consumed at the prevailing rates specified by the Supplier, which may vary and/or be revised from time to time without any notice. The rates decided shall also depend upon the category and area of the Customer. In case of any unauthorized use of PNG found, the Supplier reserves its right to suspend or terminate gas supplies and/ or collect penalty charges in accordance with the existing Supplier policy.

9. The bi-monthly bill shall be raised on the basis of actual consumption of PNG as recorded through the meter and shall include other charges recoverable by the Supplier along with all the applicable taxes, duties, cess or any other statutory charges. All the taxes, duties, cess and such other charges for all the payments made under this contract are to be borne by the Customer and Customer also undertakes to reimburse the Supplier all such amounts which may be demanded or levied in future by any authority from or on the Supplier and such amount has not been collected by the Supplier from the Customer. If the actual meter reading is not possible as the Customer's premise is found locked or inaccessible at the time when Supplier has arranged for meter reading or for any other reason, the bi-monthly bill shall be raised as per minimum guaranteed off takes or past consumption pattern and the differential amount will be adjusted in next bill on actual reading basis.

10. The Buyer hereby unequivocally undertakes and agrees to take or pay for a minimum guaranteed off takes during billing period as decided by Supplier from time to time.

11. Customer shall make payment in full of the bill raised by the Supplier on or before the due date specified in the bill. No part payment shall be accepted. Any default in the payment of bill will attract penalty and compensation for late payment mentioned in the bill.

12. Supplier shall send a letter informing date of commencement of supply. In case customer is not ready to obtain the supply even after notice days of Supplier's date of commencement, Supplier shall be entitled to raise invoice based on the minimum guaranteed off take/ minimum unit value amount obligation.

13. Supplier shall have the right to discontinue PNG supply without any notice if any outstanding or unpaid billing amount after the due date as mentioned in gas invoice. Supply shall be resumed only after clearance of all the outstanding dues with applicable interest and penalty. PNG supply shall also be discontinued on breach of any of the terms and conditions of this contract or any loss/damage to the property of the Supplier by the Customer and the resumption of supply shall be at the sole discretion of the Supplier and on such terms and conditions as it deems fit. In all cases of resumption of supply after discontinuation, submission with necessary charges as defined by Supplies. In case of repeated defaults Customer's PNG supply shall be discontinued on permanent basis.

14. The Supplier from time to time may offer the customer a facility for temporary suspension/disconnection (hereinafter referred to as "TD") of the PNG supply. Such facility can be availed by the Customer on specific application for such specific period and on payment such charges as maybe decided by the Supplier from time to time. During the period of TD the Customer shall not use the PNG and no bill shall be generated by the Supplier till expiry of the TD period or till the date Re-connection request is executed by the customer whichever is earlier. After completion of TD period or Re-connection, the Supplier shall generate bill irrespective of usage of PNG by the Customer, as per the terms and conditions mentioned herein. This is to be specifically mentioned here that in case the Customer uses the PNG during the period of TD this would be considered as unauthorized usage and the Supplier shall be entitled to charge such penalty as may be decided by the Supplier from time to time. Supplier may also initiate necessary civil and criminal action against the Customer.

15. The Customer declares that as required by him it has taken all the necessary permissions, clearances, consents or no objection certificate(s) and shall abide by all rules and regulations framed by all concerned persons and authorities and is legally entitled to receive the supply of PNG at the said premises and shall use the PNG only for legal and lawful purposes.

16. The Customer shall identify and intimate the place and shall get all necessary approval(s) (No Objection Certificate) where the PNG has to be supplied and there shall be no modification or amendment thereafter. The Customer agrees to provide all the space, passage etc. to enable the Supplier to fit the pipes and other fittings. In case of any trenches dug, holes are cut in the RCC/tiles/wall/floor/furniture Glass and other similar/extra work, their reinstatement and cost involved in it will be the sole responsibility of the Customer. If the Customer requires the supply of PNG at any other place than he shall apply afresh for it and the Supplier may provide the supply of PNG and on such terms and conditions as it deems fit.

17. It shall be the duty of Customer to point out the Supplier immediately any defects or leakage in PNG supply. The Customer shall be deemed to be in exclusive possession and control of the PNG once PNG enters the boundary of the premises of the customer and there upon the Customer shall be solely liable for any leakage or for any damage caused to any person or property directly or indirectly as a result thereof. Notwithstanding discontinuation of supply, the Customer shall indemnify the Supplier against all losses, damages, actions or claims that may be suffered or incurred by the Supplier due to any reason attributable to the Customer.

18. The Supplier reserves the right to amend/modify any or all of the terms and conditions without prior notice to the Customer. The Supplier will intimate such amendment / modification through public or individual notice or as it deems fit.

19. The Supplier reserves the right to assign or transfer all or any of its rights and obligations to any other body corporate by giving public or individual notice to Customer.

20. The Supplier shall also be entitled to frame, modify and revise the general conditions of supply applicable to all the domestic Customers. Such general condition framed and revised from time to time shall be binding on the Customer and shall be deemed to be part and parcel of this contract. These general conditions shall be intimated to the Customer through a public notice or shall display at the notice board at the Supplier office. In case of any inconsistency, these general conditions shall prevail over the terms and conditions stated herein.

21. This contract shall be deemed to be binding on all the members staying along with the Customer in the said premises and his legal heir or guardian and they shall be liable jointly and severally for breach of any terms and condition of this contract as if they were Customer themselves under this contract.

22. The Supplier may terminate the contract on the happening of the following events:

- I. The supply is permanently discontinued; or
- II. The customer fails to pay the supplier any sum due to the Supplier including penalty if any, under these terms and conditions and/or otherwise within 90 days from the due date for the payment thereof; or
- III. The customer fails to comply with any of its obligations and/or commits any breach of the covenants or conditions on his part to be observed, performed or fulfilled ; or

- IV. The customer dies or becomes insane or insolvent and his legal heir do not submit the necessary documents to the supplier as required, on happening of such an event; or
- V. The particulars as furnished by the customer in the registration form are found to be false or incorrect; or
- VI. The PNG is not consumed by the customer, without permission of supplier for a continuous period of 26 weeks; or
- VII. The customer tampers/modifies/alters Suppliers property including meter and any other unauthorized practice; or
- VIII. This application is not accepted or supply of PNG is withdrawn permanently.
- IX. If customer is found using gas illegally except domestic usage.

23. Customer may at any time, by written notice of one month to the Supplier request termination of PNG supply.

24. **Indemnity:** Customer shall at all-time indemnifies to the Supplier for any loss sustained by the Supplier due to breach of the terms and condition including violation of any Law.

25. **Undertaking:** The Customer undertakes to surrender its LPG connection as per the notification of Government of India.

26. Customer shall comply with KYC norms set by Government/supplier as and when required, and submit all the necessary/ required documents as per KYC norms.

27. Apart from what has been stated in the clause 22 (I) to(IX), if the contract has been terminated, then the security deposit will be refunded only after settlement of all dues/outstanding from the customer after taking all pipe, fitting, meter and other material used for supply of PNG. On termination of this contract, the Supplier shall have the absolute right to remove the said property from the premises of the Customer as and when it deems fit and the Customer shall continue to be the custodian of such properties till then.

28. The Registration or security deposit can only be refunded after making adjustment if any in the cases of:

- a. Transfer of house hold
- b. Demolition or conversion of house hold to commercial asset
- c. Customer falls under the tenant category and the owner wants to discontinue the tenant without extending the agreement.

- d. On death of customer and the relatives of customer are not residing in the same house or city
- e. Customer wants to sell the household and the new owner does not want to enroll for PNG.

In above cases Customer will have to bear the charges as applicable towards the removal of pipeline installed.

29. The entire responsibility and cost involved for obtaining no objection certificate (NOC) from authority, society, etc. will solely be of the customer. Sabarmati Gas Ltd will not be responsible for commissioning PNG in case of unavailability of NOC from society/authority.

30. The customer here by undertakes that they would provide adequate rights of laying and installing PNG pipeline with route clearance decided by the Supplier. There is no scope of re-routing after the installation of PNG pipeline. If, any objection / claim / notice or any sort of dispute is cropped up for installation of pipeline, the customer is solely responsible to bring an NOC from the respective agency/society/ authority etc. who is creating such dispute. In absence of this, the supplier shall not commission the PNG connection to the customer.

31. Under this contract words importing the masculine gender shall, where the context so admits, include the feminine gender and neuter gender. Words importing the singular number shall where the context so admits, include the plural number.

32. If customer does not receive any bill within three months of PNG supplied it is customers sole responsibility to contact site/local office.

33. In case of sale of House/premise, the Customer has to clear all dues. If not paid/cleared it would be the sole responsibility of the New Customer/Owner to pay/clear all outstanding dues.

34. At the time of Annual Check-up/ Maintenance if any illegal connection is found the customer is liable to pay the actual charges plus penalty as per the Supplier policy.

35. The PNG supply is only for domestic usage. If it is found that any customer is using gas other than domestic like Commercial, Non-commercial or Industrial segment Supplier will immediately stop the supply of the PNG and customer is bound to pay penalty and strict measures will be taken as per the Supplier policy.

36. All disputes arising out of this contract shall be referred to the sole arbitrator appointed by the Supplier, who can also appoint its employee as sole arbitrator. The language of the Arbitration shall be English or Gujarati. The seat

of arbitration shall be decided by the Arbitrator. However, in case of any application or appeal to be preferred under the Arbitration and Conciliation Act, 1996, the courts at Gandhinagar would only have the exclusive jurisdiction.

37. This Agreement may be executed in physical form or electronically. Accordingly, each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, OR mere acceptance by clicking on the link for accepting/agreeing to the terms and conditions of the Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Further, delivery of a copy of this Agreement or any other document contemplated hereby by electronic mail, in "portable document format" (".pdf") form, or by any other electronic means including but not limited to mobile and/or computer device, intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature and acceptance thereof through computer and/or mobile device shall constitute acceptance under the Contract Act, 1872 and Information and Technology Act, 2000 and will bind the recipient to the terms and conditions contained in the Agreement/document.

38. I/We permit/ allow SGL to communicate offer/promotion or other business related communication to our registered mobile numbers via SMS, Whats App  or other digital platform available and send E-mail to our registered e-mail Id.

### DECLARATION

I confirm that I am authorized to make this application to Sabarmati Gas Ltd. (Supplier) for supply of piped natural gas. I do hereby declare that I have read and understood the above mentioned terms and conditions including the charges and rates stated therein and state that they are reasonable and I hereby accept the same in its entirety irrevocably and unconditionally and accordingly put and subscribe my hand to these terms and conditions.

\_\_\_\_\_  
**Signature of the Customer**

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**SGL Representative Sign.**

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

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