

**Terms and Conditions for Supply of Piped Natural Gas (“PNG”) to Domestic Consumer**

[The agreed terms and conditions between the AGP CGD India Private Limited (hereinafter referred to as "Supplier" or "AGP CGD" or "Company") and the applicant named in the registration form (hereinafter referred to as "Customer") for the supply of Piped Natural Gas (hereinafter referred to as 'PNG') are stated below:]

<p><b>1 Definitions and Interpretations</b></p> <p>(a) "Application" means duly filled in a form submitted to AGP CGD by the Applicant along with applicable application charges for Piped Natural Gas (PNG) connection.</p> <p>(b) "Applicant" means a natural or a juristic person who/which submits duly filled-in and signed application for PNG connection.</p> <p>(c) "Consumer/Customer" means an applicant who has submitted an application completed in all respects (including application charges) for the supply of PNG for domestic/household use or an existing PNG user, who is using PNG supplied by the Seller.</p> <p>(d) "Consumption Deposit" shall mean interest-free refundable deposit collected from the Customer at the time of providing PNG connection, towards securing prompt and regular payment of gas consumption charges from time to time.</p> <p>(e) "Gas" or "PNG" means natural gas transported through pipelines in a CGD Network for consumption for heating and cooking purposes.</p> <p>(f) "Gross Heating Value" or "GHV" means the quantity of heat, expressed in Kcals, produced by the complete combustion at constant pressure of one (1) Standard Cubic Meter of Natural Gas with the air at the same temperature and pressure as the natural gas, and the products of the combustion are cooled to the original temperature and pressure and the water formed by combustion is condensed to liquid state.</p> <p>(g) "Last Mile Connectivity (LMC)" means equipment and facilities including the labour cost of installation, that is, between the riser isolation valve before the metering unit and the Suraksha Hose Pipe connecting the burner in the Customer's premises as defined in the Petroleum and Natural Gas Regulatory Board Act, 2006 and applicable Regulations thereunder.</p> <p>(h) "MMBTU" means one million British thermal unit.</p> <p>(i) "PNGRB" means Petroleum and Natural Gas Regulatory Board established under sub-section 3 of the PNGRB Act, 2006.</p> <p>(j) "Premises" means the premises/tenement/house/flat/apartment owned or occupied by the Customer wherein the PNG is supplied by the Supplier.</p> <p>(k) "Security Deposit" shall mean interest-free refundable amount collected from the Consumer/Customer at the time of providing PNG connection towards the safekeeping of the equipment installed at the premises of the Consumer/Customer.</p> <p>(l) The quantity of gas that occupies a volume of one (1) cubic meter at a temperature of fifteen degree Celsius (15 °C) under an absolute pressure of one decimal zero one three two five bar (1.0325 bar)</p> <p>(m) "Supplier" or "Company" means AGP CGD India Private Limited.</p> <p>(n) "Single domestic PNG connection" means providing PNG for use in one kitchen per premises. Two separate kitchens on same/different floors in the premises shall be treated as two PNG connections and the separate meter shall be installed. Each meter shall be treated as a separate PNG connection. Extension from one floor to another shall be treated as a new connection.</p> <p>(o) "Tariff Card" means a document indicating, inter alia, Connection Charges Plan and/ or Tariff Plan, etc.</p> <p>Words importing the masculine gender shall, where the context so admits, include the feminine gender and neutral gender. Words importing the singular number shall where the context so admits, include the plural number.</p> <p><b>2 PNG Sales and Purchase</b></p> <p><b>2.1</b> The Customer agrees to purchase PNG to be supplied by the Supplier up to and at one identified place in the said Premises which is located at the address stated in the registration form. The PNG connection is subject to Health, Safety &amp; Environment policy of the supplier and other technical and safety standards. The Supplier reserves the right to withdraw or disconnect the supply of Gas at any time in the event of any emergency/technical snag, without notice.</p> <p><b>2.2</b> The submission of the Application along with requisite Application charges to the Supplier shall be construed as full understanding of the terms and conditions and its implications by the Customer and it shall be treated as a binding contract between the Supplier and the Customer.</p> <p><b>2.3</b> Consumption Deposit shall be collected from the Customer at the time of providing PNG connection or subsequently along with the monthly consumption bills as single payment/ in instalments as may be decided by Supplier.</p> <p><b>2.4</b> The supply of the PNG shall be subject to realization of the interest-free Security Deposit for registration and connection charge to be paid by the Customer as stated in the registration form/ tariff card/ connection charge. The Security Deposit shall be collected at the time of submission of Application by the Customer and shall be refunded in the event: (i) of non-provision of PNG connection by the Supplier on account of technical non feasibility or (ii) non-provision of PNG connection for any reason directly attributable to the Supplier or (iii) on termination of the connection.</p> <p><b>2.5</b> On the realization of the registration charges, the Customer shall have precedence over commencement of supply of PNG as and when the Supplier starts its supply in the Customer's locality/society.</p> <p><b>2.6</b> 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 including maintenance or repairs etc.</p> <p><b>2.7</b> The Customer shall make use of the PNG for his own household (as per address in form) and for domestic household purpose only and shall not re-supply to any other person, place or premises under any circumstances. In case any unauthorized use of PNG is found, the Supplier reserves all rights to suspend or terminate gas supplies and/ or collect penalty charges in accordance with the existing Supplier policy.</p> <p><b>2.8</b> The rights under this contract are not transferable or assignable by the 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.</p> <p><b>3 Procedures for Gas Connection</b></p> <p><b>3.1</b> On receipt of Application and applicable charges and deposit, the Supplier will carry out a technical and safety assessment of the premises.</p> <p><b>3.2</b> On completion of technical and safety survey at the premises, the Supplier shall determine the location and manner of laying the pipeline and installation of the meter and other equipment for receiving the Gas.</p> <p><b>3.3</b> Once the premises is found technically feasible, the Supplier shall install the meter and other equipment at the Customer's premises for supplying Gas to the Customer.</p>	<p><b>3.4</b> The installation activity as above may be carried out by the Supplier or through its authorized representative/agency as per the technical specifications and safety standards in the relevant regulations for technical specifications and safety standards. In case of any trenches dug, holes are cut in the wall, floor and other similar work, their reinstatement will be the sole responsibility of the Customer. Making hole in the RCC/stone/tiles fitted inside the kitchen/bathroom or in the route of the PNG pipeline shall be done by the Customer.</p> <p><b>3.5</b> The Supplier reserves its right to supply Gas to other Customers through/from the pipelines laid for supplying gas to the Customer, without affecting the Customer's Gas supply.</p> <p><b>4 Use of Gas</b></p> <p><b>4.1</b> Customer shall make use of the PNG for his own domestic use only and shall not re-supply to any other person, place or, premises under any circumstances.</p> <p><b>4.2</b> The Customer shall make necessary Application along with requisite charges as specified for any change in use of gas at the premises for installation of equipment such as geysers.</p> <p><b>5 Property/Ownership</b></p> <p><b>5.1</b> All piped work, fittings, meter and other materials used for the purpose of supply of PNG up to and including the appliance valve shall be provided at its own cost by the Supplier and shall remain the exclusive property of the Supplier at all times and the Customer shall not have or claim any right, title or interest therein. The Customer shall remain the custodian of such properties.</p> <p><b>5.2</b> The Customer shall not tamper or interfere nor permit any tampering or interference with the pipes, equipment and other installations provided for the purpose of supplying Gas. The authorized representatives from the Supplier will have access to the Customer's premises to perform jobs like meter reading, maintenance, repair, replacement, inspection, checks, additional kitchen, geyser points, etc., as and when required. The authorized representatives of the Supplier shall carry proper identification and authorisation documents, failing which the Customer shall be at liberty to deny access.</p> <p><b>6 Charges</b></p> <p><b>6.1</b> Customer confirms of having been fully explained by the Supplier regarding the tariff/charges payable by him to the Supplier 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 standard connection. Customer further undertakes to pay necessary charges as stated above or any other charges and cost, if applicable. Customer also agrees to pay separately for any after sales service availed by him as per the prevailing rate.</p> <p><b>6.2</b> The Customer shall pay annual maintenance and safety upkeep charges and any other charges as may be decided by the Supplier from time to time.</p> <p><b>6.3</b> Any installation/equipment installed after gas tap/ isolation valve/ wire-braided rubber hose (Suraksha Rubber Hose) shall be the sole responsibility of the Customer. Supplier may provide service for the installation(s) installed till gas tap, but the cost of material(s)/equipment replaced in the installation, if any, including labour charges, shall be borne by the Customer.</p> <p><b>7 Billing and Payments</b></p> <p><b>7.1</b> The Customer is obligated to 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 and shall be notified to the Customer through news media or by SMS or by letter to the Customer. All charges payable under these terms and conditions shall be paid only to the Supplier by way of account payee cheque/DD drawn in favour of "AGP CGD India Private Limited", or any other digital payment methods as may be notified by Supplier. Cash payment is not a preferred mode and shall be discouraged. The Supplier shall not be responsible for any payment made otherwise than by way of account payee cheque drawn in its favour and such payment shall not give a valid discharge to the Customer. The Customer shall ensure that the payment is made to the authorized representative of the Supplier, if required. The Supplier will not be responsible for payment made to any unauthorized person.</p> <p><b>7.2</b> The bi-monthly (or as per frequency decided by Supplier) 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.</p> <p><b>7.3</b> If the actual meter reading is not possible as the Customer's premises is found locked or inaccessible at the time when the Supplier has arranged for meter reading or for any other reason, the bi-monthly bill shall be raised as per minimum guaranteed offtakes or past consumption pattern (average consumption of the last six billing cycles) and the differential amount will be adjusted in next bill on actual reading basis.</p> <p><b>7.4</b> The Customer hereby unequivocally undertakes and agrees to take or pay for a minimum guaranteed offtake during billing period as decided by the Supplier from time to time.</p> <p><b>7.5</b> If meter is rendered inaccessible on three consecutive billing cycles by a Customer, the Supplier shall serve a seven days' notice to the Customer under proper receipt to keep open the premises for taking meter reading on dates and time indicated in the notice. If the Customer fails to comply with such notice, the Supplier may disconnect such gas supply. In case of request for special reading of meters beyond working hours or on a holiday due to non-availability of Customer during the normal working hours, the Supplier may do so at reasonable cost to the Customer.</p> <p><b>7.6</b> The 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 the bill will attract penalty and compensation for late payment mentioned in the bill. Any advance amount paid is interest-free.</p> <p><b>7.7</b> Non receipt of invoice shall not be sufficient ground for non-payment of outstanding amount. The Customer shall notify the Supplier in case of non-receipt of (i) the first gas bill within the period of two months from the date of gas supply; (ii) periodic gas bills within ten days from the expiry of two months period of receipt of the previous bill. In case Customer doesn't receive the invoice he/she is under obligation to obtain a duplicate copy of the same from the Supplier. The Customer shall pay to the Supplier late payment charges prevailing at that time on all the delayed payments from the due date until payment and/or realization.</p> <p><b>7.8</b> In case of any dispute, the Customer shall pay the invoice amount in total by the due date and then lodge a complaint with the Supplier within 30 days of generation of invoice. All complaints shall be dealt with in the stipulated time frame and if the claims made by the Customer are found to be correct, the same shall be adjusted in the next invoice by the Supplier.</p> <p><b>7.9</b> If the banking instrument issued by the Customer gets dishonoured for any reason, administrative charges along with applicable taxes shall be levied as per prevalent tariff card and recovered from the Customer in addition to interest, if any, without prejudice to the right of the Supplier to initiate appropriate legal proceedings against the Customer for the said dishonour of banking instrument.</p> <p><b>7.10</b> Despite termination under any of the circumstances, the amount due from the Customer shall be recoverable.</p>
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<p><b>7.11</b> With respect to the bill to be paid by the Customer, in case the Customer disputes the meter accuracy -</p> <ul style="list-style-type: none"> <li>(a) She/he may, after paying prescribed testing fees, get the meter tested by the Supplier;</li> <li>(b) The Supplier shall acknowledge immediately any complaints filed by the Customer of billing, and the Supplier shall provide a mechanism where complaint may be lodged through electronic/digital mode;</li> <li>(c) The Supplier shall test the meter within fifteen (15) days of receiving such request by giving at least seven (7) days advance notice to the Customer;</li> <li>(d) The Supplier shall provide the duly authenticated test results to the Customer within ten (10) days;</li> <li>(e) In case the meter is found to be defective, the testing fee paid by the Customer shall be refunded and dues, if any, based on the correction is also to be refunded to the Customer by the Supplier;</li> <li>(f) If upon inspection by the Supplier, either suo motu or on the Customer's complaint, the meter is found to be defective or damaged, it shall be replaced within ten (10) days and if the meter is removed for repair or replacement, the Customer shall continue to get gas supply and the billing for the period shall be based on average of last six billing cycles;</li> <li>(g) If it is established that the meter got burnt or damaged or tampered with due to reasons attributable to the Customer, she/he shall bear the consequent liabilities.</li> </ul> <p><b>8 Discontinuation of Supply for Non-Payment and Resumption</b></p> <p><b>8.1</b> PNG supply will be discontinued after a notice of fifteen days being provided to the Customer if more than two bills remain outstanding. Supply shall be resumed, and at the sole discretion of the Supplier, 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 case of repeated defaults, the Customer's PNG supply shall be discontinued on permanent basis and Security Deposit will be forfeited. The Customer in such a case may not be eligible to get a new PNG connection anywhere in the area of operation of the Supplier.</p> <p><b>9 Termination</b></p> <p><b>9.1</b> Termination or Forced Disconnection ("FD") by the Supplier Without prejudice to the other rights of the Supplier in law, the Supplier may at any time, carry out the disconnection of the Gas supply on the happening of the following events</p> <ul style="list-style-type: none"> <li>(a) The supply is permanently discontinued; or</li> <li>(b) 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 ninety (90) days from the due date for the payment thereof; or</li> <li>(c) 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</li> <li>(d) 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 within one hundred and eighty (180) days of such event; or</li> <li>(e) The particulars as furnished by the Customer in the registration form are found to be false or incorrect; or</li> <li>(f) The PNG is not consumed by the Customer, without permission of the Supplier for a continuous period of 26 weeks; or</li> <li>(g) The Customer tampers/modifies/alters the Supplier's property including meter and any other unauthorized practice; or</li> <li>(h) If the Customer is found using gas illegally, except domestic usage.</li> <li>(i) If the Customer is found committing theft of Gas, and seize all material evidence from the premises and file a case against the Customer for such an act, with a copy to the Customer.</li> </ul> <p>In case of any other default of these terms and conditions by the Customer, the Supplier shall give notice of not less than seven (7) days before service is disconnected.</p> <p><b>9.2</b> Termination or "Permanent Disconnection" by Customer The Customer may by written notice, request for termination of Gas supply and apply for refund of Security Deposit.</p> <p><b>9.3</b> In case of Termination, the Customer shall be refunded Security Deposit after making necessary adjustment of the final bill and receiving a "No Dues Certificate" from the Supplier.</p> <p><b>9.4</b> In the event of termination/ permanent disconnection of the Gas supply, without prejudice to the other rights of the Supplier, the Customer shall be liable to pay to the Supplier all amounts due and payable.</p> <p><b>9.5</b> Change of Ownership of Customer's Premises:</p> <ul style="list-style-type: none"> <li>(a) The Customer shall inform the entity before any change of ownership of premises and clear all pending arrears from the Supplier.</li> <li>(b) The new owner of the premises may apply to the Supplier along with necessary documentation in a fresh Application for PNG connection to the Supplier.</li> <li>(c) Where an Applicant has purchased a property with gas connection lying disconnected, she/he shall apply to the entity for "No dues certificate", if not obtained earlier by the previous owner;</li> <li>(d) The Supplier shall intimate in writing, the dues or issue "No dues certificate" within seven days from the date of receipt of application.</li> <li>(e) The Supplier may permit the transfer of the PNG connection from one name to another in the event of sale/purchase of the premises, demise of the registered Customer, etc. The transfer of PNG connection from one name to another is subject to the submission and verification of requisite documents as may be required by the Supplier and will be effective only upon full satisfaction of the Supplier.</li> </ul>	<p><b>10 Temporary Disconnection</b></p> <p><b>10.1</b> 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 may be decided by the Supplier from time to time. For TD cases, Security Deposit shall not be refunded.</p> <p><b>10.2</b> 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.</p> <p><b>10.3</b> 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. It 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. The Supplier may also initiate necessary civil and/or criminal action against the Customer.</p> <p><b>10.4</b> If the Gas is not consumed by the Customer for a continuous period of 26 weeks the Supplier may disconnect the supply of Gas and shall consider it as a temporary disconnection. In the case of 'temporary disconnection' for non-consumption of Gas the Supplier may charge maintenance costs for the connection and the Security Deposit shall not be refunded.</p> <p><b>11 Reconnection</b></p> <p><b>11.1</b> After termination/stoppage of the Gas supply, if the Customer applies for the reconnection of Gas supply, re-connection/re-commissioning contribution (as determined by the Supplier) shall be borne by the Customer. Reconnection will be at the sole discretion of the Supplier.</p> <p><b>11.2</b> The Customer shall submit fresh application in order to reconnect the supply.</p> <p><b>12 General Covenants</b></p> <p><b>12.1</b> The Customer hereby 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 raised with respect to installation of pipeline, the customer is solely responsible to bring an NOC from the respective agency/society/authority etc. who is raising such dispute. In absence of this, the Supplier shall not commission the PNG connection to the Customer.</p> <p><b>12.2</b> It shall be the duty of the Customer to inform to 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 (isolation valve, meter or designated boundary of the customer whichever is earlier) and thereupon 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.</p> <p><b>12.3</b> 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.</p> <p><b>12.4</b> 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 be displayed at the notice board at the Supplier office. In case of any inconsistency, these general conditions so intimated shall prevail over the terms and conditions stated herein.</p> <p><b>12.5</b> 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 Customers themselves under this contract.</p> <p><b>12.6</b> The 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.</p> <p><b>12.7</b> At the time of Annual Check-up/Maintenance if any illegal connection is found then customer is liable to pay the actual charges plus penalty as per the Supplier policy.</p> <p><b>12.8</b> The PNG supply is only for domestic usage. If it is found that any customer is using gas other than domestic, such as Commercial, Non-commercial or Industrial segment, the Supplier will immediately stop the supply of the PNG and the Customer is bound to pay penalty and strict measures will be taken as per the Supplier policy.</p> <p><b>12.9</b> <b>Indemnity:</b> The Customer shall at all times, indemnify the Supplier for any loss sustained by the Supplier due to breach of the terms and condition including violation of any Law.</p> <p><b>12.10</b> <b>Jurisdiction:</b> All disputes arising out of these Terms and Conditions for supply of Gas shall be subject to exclusive jurisdiction of competent courts in the State of &lt;&lt;applicable state&gt;&gt;.</p> <p><b>12.11</b> In case of any contradiction between this terms and condition and clauses of prevailing PNGRB regulations; the later shall supersede this agreement.</p> <p style="text-align: center;"><b>UNDERTAKING WITH RESPECT TO LPG (AS PER GOVERNMENT DIRECTIVES)</b></p> <p>The Customer hereby undertakes to surrender his/her subsidised LPG connection or keep it in Safe Custody or convert it to non-subsidised one as per government directives.</p> <p style="text-align: center;"><b>DECLARATION</b></p> <p>I confirm that I am authorized to make this application to AGP CGD India Private Limited (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 it's entirely irrevocably and unconditionally and accordingly put and subscribe my hand to these terms and conditions.</p>
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Applicant's/Customer's Signature