

TERMS AND CONDITIONS FOR PIPED NATURAL GAS (PNG) SUPPLY TO THE DOMESTIC CONSUMERS

The following terms and conditions will apply and govern the provision of PNG connection and the supply of Piped Natural Gas (PNG) to the Domestic consumers by Mahanagar Gas Limited.

1.0 DEFINITIONS:

"Application" means duly filled in form submitted to MGL by the Consumer / Customer along with Application charges for Piped Natural Gas (PNG) connection.

"Applicant" means a person or individual including Juristic or Legal person, who submits duly signed and filled in Application for PNG connection.

"Consumer/Customer" means an applicant who has submitted an application completed in all respects (including Application charges) for supply of PNG for domestic/ house hold use or an existing PNG user, who is using PNG supplied by the seller.

"Gas" or "PNG" means natural gas transported through pipelines in a CGD Network for consumption by any consumer in domestic, commercial or industrial segments.

"MGL" or "SELLER" means Mahanagar Gas Limited.

"Premises" means the premises/tenement /house/flat apartment owned or occupied by the Consumer wherein the PNG is supplied by the SELLER / supply is sought as the case may be.

"Tariff Card" means a schedule of applicable charges payable to MGL by the Consumer from time to time including security deposit and sale price of Gas, as updated on MGL web site www.mahanagargas.com from time to time.

"Application Charges" means non refundable amount collected from the Consumer / Customer along with the Application for PNG connection, towards pre supply marketing activities.

"Security Deposit" shall mean interest free refundable amount collected from the Consumer / Customer at the time of providing PNG connection towards the safe keeping of the equipments installed at the premises of the Consumer/ Customer.

"Consumption Deposit" shall mean interest free refundable deposit collected from the Consumer / Customer towards securing prompt and regular payment of Gas consumption charges from time to time.

"Government Oil Company" means:-

- Bharat Petroleum Corporation Limited
- Bongaigaon Refinery & Petrochemicals Ltd
- Cochin Refineries Limited
- GAIL(India)Limited
- Hindustan Petroleum Corporation Limited
- Indian Oil Corporation Limited
- Indo Burma Petroleum Company Limited
- Chennai Petroleum Company Limited
- Nulmalgar Refinery Limited
- Oil India Limited
- Oil and Natural Gas Corporation Limited, or

(j) Any other Company or statutory body or Company or a firm declared as such by notification in the official gazette to be a "Government Oil Company" by the central government.

Words importing the masculine gender shall, where the context so admits, include the feminine gender and masculine gender.

Words importing the singular number shall where the context so admits, include the plural number.

2.0 PNG CONNECTION AND SUPPLY:

2.1 The Gas will be made available into Customer's premise, within the technical and safety standards as specified by MGL, subject to the availability of all requisite permissions within reasonable time frame schedule as communicated to the respective society. MGL reserves the right to withdraw or disconnect the supply of Gas at any time in the event of any emergency / technical snag without notice.

2.2 The submission of the Application along with requisite Application charges to the SELLER shall be construed as full understanding of the terms and conditions and its implications by the Consumer and it shall be treated as a binding contract between the SELLER and the Consumer.

2.3 Application charges shall be collected at the time of submission of Application form by the Consumer and shall be non refundable save and except in the event of non provision of PNG connection by MGL on account of technical non feasibility or non provision of PNG connection for any reason directly attributable to MGL.

2.4 Consumption Deposit shall be collected from the Consumer at the time of providing PNG connection or subsequently along with the monthly gas consumption bills as single payment / in installments as may be decided by MGL.

3.0 USE OF GAS:

3.1 The Consumer shall

- use the Gas specifically for permitted domestic or household purpose, only at the Premises and not for any other purposes.
- make necessary application along with requisite charges as per the Prevailing Tariff Card and obtain specific prior written permission of the SELLER for any change in use of the Gas at the Premises by installing equipments such as geysers.
- not re-supply the Gas to any other Premises or permit any other Consumer to use the Gas without prior written consent of the SELLER.

4.0 PROCEDURES FOR GAS CONNECTION:

4.1 On receipt of Application, the SELLER will carry out a technical and safety survey of the Premises.

4.2 On completion of technical and safety survey at the Premises, the SELLER shall determine the location and manner of laying the pipeline and installation of the meter and other equipments for receiving the Gas.

4.3 On receipt of Security Deposit from the Consumer, SELLER shall install the meter and other equipments at the Consumers Premises for supplying Gas to the Consumer.

4.4 The installation activity as above may be carried out by the SELLER himself or through its authorized representative / agency as per the technical specifications and safety standards in the relevant regulations for technical specifications and safety standards.

4.5 The SELLER shall carry out necessary tests as may be required prior to commencement of Gas supply.

4.6 The SELLER reserves its right to supply Gas to other Consumers through / from the pipelines laid for supplying gas to the customer, without affecting the Consumer's Gas supply.

5.0 CHARGES:

5.1 Tariff card provided to consumer along with the application form contains details of all the applicable charges payable by the consumer to the seller.

5.2 Consumer hereby confirms of having been fully explained by MGL regarding the tariff / charges payable by him to MGL 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. (As specified in the Tariff Card). Consumer further undertakes to pay necessary charges as stated above or any other charges and cost, if applicable. Consumer also agrees to pay separately for any after sales service available by him as per the prevailing rate.

5.3 MGL 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 website www.mahanagargas.com and shall be come effective from the date mentioned therein. Customer can also obtain copy of the update Tariff card from the seller by visiting their office during office hour.

5.4 Consumer shall be required to quote the Business Partner Number (B.P. No) as provided by MGL in all the correspondence with the SELLER.

5.5 The SELLER shall endeavor to provide Gas connection at the earliest convenience date from the receipt of Application; however, Seller shall not be responsible for any delay in providing Gas connection for the reason and circumstances beyond their control or for the reasons not directly attributable to the SELLER.

5.6 All cesses, taxes, duties, assessments and any other levies imposed or to be imposed in future by any Government, Statutory and/or local bodies in relation to the supply of Gas shall be passed on to and paid by the Consumer.

6.0 BILLING AND PAYMENT:

6.1 All Charges payable under these Terms and Condition shall be paid only to MGL by way of Account Payee Cheque/DD/PO drawn in favour of "Mahanagar Gas Ltd". No cash payment shall be accepted unless specified by SELLER. MGL 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 Consumer. However, if the Tenant wishes to make the payment

6.2 The quantity of Gas supplied to the Consumer shall be measured through a meter installed and maintained by MGL. In the event of failure of the meter to record correct consumption, the quantity shall be determined on the average consumption and in the light of the burner installed by the Consumer. In such cases MGL's decision as to quantity of Gas supplied at the premises shall be final and binding upon the Consumer.

6.3 MGL reserves the right to levy minimum charge per month or part thereof as stated in the Tariff Card towards, inter-alia, recovery of administrative costs (that is to say, the Consumer will be required to pay a minimum charge per month or the charges for the Gas actually consumed, whichever is higher). The minimum charges payable are subject to revision by MGL from time to time.

6.4 Presently, MGL raises the bills on actual meter reading basis as well as assessed basis, once in two months. Thus meter reading is attempted once in four months and accordingly bills are raised. The period of the first bill may vary depending upon the date of the Gas supply and the classification of the Consumer in a particular cycle. Assessments of the bills are carried out based on the average consumption of the Consumer where history exists or based on the average consumption determined by the SELLER. The Consumer shall make regular payment of all the Gas bills including Assessed bills on or before the due dates prescribed in the bill.

6.5 The SELLER reserves its right to vary the period/frequency and manner of billing from time to time without any prior notice to the Consumer. Every bill shall be paid by the Consumer in full on or before its due date mentioned on the bill failing which MGL shall have the right to disconnect the Gas supply of such Consumer.

6.6 Without prejudice to other rights of the SELLER, the Consumer shall also be liable to pay the delayed payment charges (DPC) as per the prevailing Tariff Card.

6.7 In event of dishonor of any cheques for any charges payable to MGL, the Consumer shall, without prejudice to the other rights of MGL here under or in law, be liable to pay to MGL such charges as stated in the Tariff Card or as may be specified by MGL from time to time.

6.8 In the event of disconnection or stoppage of Gas supply by the SELLER to the Consumer on account of default in payment or for any other breach of terms and conditions, re-connection of Gas supply shall be provided, only on submitting fresh application to MGL in accordance with Clause 12.0.

6.9 In the event of non availability of meter reading of the Consumer during the meter reader's visit due to locked doors of Consumers premises or for any other reason, MGL may issue an assessed bill as stated above. In such cases, the Consumer shall be liable to make the payment of assessed bills within the due dates and any adjustments thereto with regard to actual meter reading will be carried out in the subsequent bills.

6.10 Consumer is bound to make payment of Gas bill in full on or before the due date even in the cases where the Consumer has lodged any complaint or raised any dispute with respect to Gas supply or otherwise. In case of any dispute or any discrepancy with respect to consumption / amount of bill, the Consumer is required to lodge his complaint within 14 days of making the payment and on receipt of complaint, MGL will look into the issue and if found correct, will make necessary adjustments in the subsequent bills. In no event, Consumer shall withhold bills raised on him/her. MGL will have the right of disconnection of Gas supply for failure to comply with provisions of this clause by the Consumer.

6.11 If the due date for making payment of any charges or bill is falling either on Sunday or any holiday, then the same shall be considered to be due on the next day of the holiday.

7.0 ACKNOWLEDGEMENT / RECEIPT:

Due acknowledgement / receipt of all payments made by the Consumer-are provided by MGL or its authorized representatives. The Consumers are required to ensure to obtain necessary acknowledgement / receipt in respect of each payment made in favour of MGL.

8.0 OBLIGATIONS OF THE CUSTOMER:

8.1 The Customer shall, prior to the commencement of Gas supply, at his own cost, be responsible for obtaining all necessary consents, approvals and permits other than that of statutory authorities, as may be required, to obtain Gas connection. The Customer shall at his own cost, also be responsible for obtaining all easements or rights of way through any private property of any other person for laying of pipeline for supply of Gas.

8.2 The Customer shall permit the SELLER its authorized representative access to the Premises for the purpose of laying pipelines and making installation and also to alter or replace any pipeline, installation or equipment if the SELLER in its discretion determines the same to be necessary or expedient.

8.3 The Customer shall obtain no-objection certificate from the housing society and/or the landlord (in case of leased premises) for supplying Gas and provide the same to MGL. If any dispute arises between the Consumer and the landlord/society, the SELLER reserves its right to discontinue the Gas supply forthwith.

8.4 The Consumer shall take all adequate precautions and adopt all safety measures to safeguard pipeline, meter and other equipments installed by MGL at the Consumer's Premises for supply of Gas. In case, Consumer 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 MGL shall have full right to forfeit the Security Deposit and disconnect the Gas supply to the Consumer. Further, in case of any accident/ incident, on account of unauthorized repair, modification, alteration directly or indirectly to the pipeline, Meter equipments, the Consumer shall be solely responsible for any loss or damage that may be caused to the property or human life. MGL shall not be responsible for any direct or indirect loss caused on account of any such illegal act by the Consumer.

8.5 Consumer shall notify MGL in case of non receipt of (i) first Gas bill within the period of two months from the date of Gas supply; (ii) periodic Gas bills within 10 days from the expiry of two months period of receipt of the previous bill. In case of non receipt of the Gas bill, the Consumer shall obtain duplicate copy of the Gas bill and make the payment of the same within the due date.

8.6 On noticing any burn or damage to the meter or non functioning of the meter or damage to any of the equipment in the premises, the Consumer shall intimate the same to the SELLER and SELLER shall replace or rectify the same at the earliest available opportunity.

8.7 Consumer shall be responsible for any civil work required for the safety of pipelines, piping or other facilities and equipments installed by MGL within customer's premises.

8.8 The consumers shall assist the SELLER in raising accurate consumption bills by making available proper meter reading through SELLER's web site or by calling SELLER's customer care number.

9.0 PROPERTY/OWNERSHIP:

9.1 The pipes, equipment and other installations provided for the purpose of supplying Gas up to and including suraksha hose pipe connecting the burner shall be and remain the property of the SELLER and the Consumer shall not have or claim any right, title or interest therein.

9.2 The Consumer shall permit the authorized representative of MGL to enter upon the Premises for the purpose of meter reading, inspection and maintenance checks. The Consumer shall verify the identification of such authorized representatives prior to permitting such persons access upon the Premises. The SELLER shall not be liable responsible for the entry by any unidentified person or any imposter or person claiming to represent or act on behalf of MGL.

9.3 The Consumer 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. MGL 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 equipments by the Consumer apart from forfeiting the Security Deposit.

9.4 The Consumer shall not adjust, clean, repair, replace or otherwise handle any of the pipes, installations and other equipments. The Consumer shall immediately intimate to the SELLER, if any damage or breakage of the pipes, installation, and equipments is noticed at the Consumer's Premises.

10.0 WARRANTY OF SELLER:

10.1 The SELLER shall endeavor and take all reasonable steps to provide the Consumer with consistent and regular supply of Gas.

11.0 TERMINATION

11.1 Without prejudice to other rights of the SELLER in law or otherwise, the SELLER may at any time and with prior notice terminate the Gas supply of the Consumer if:

- Consumer fails to pay the SELLER any sum due to the SELLER under these Terms and Conditions and/or otherwise within 30 days from the due date for payment thereof; or
- The consumer fails to comply with any of its obligations and/or commits any

(iv) The particulars as furnished by the Consumer in the Application are found to be false or incorrect; or

(v) The Gas is not consumed by the Consumer, without permission of MGL, for a continuous period of 26 weeks.

(vi) The Consumer fails to surrender Liquefied Petroleum Gas (LPG) connection obtained from Government Oil Company within sixty days of obtaining PNG connection from the SELLER.

11.2 The Consumer shall in case of any intended non-usage of Gas for a continuous period of 26 weeks intimate MGL and MGL may at its discretion, permit, such non-usage. In such case, the Consumer shall continue to be liable to pay the minimum administrative charges as specified in Tariff Card and as stated in Clause 6.3 above. The Consumer may, by written notice of 3 months to the SELLER, request termination of the Gas supply. In such case, no charges paid by the Consumer to the SELLER shall be refunded.

11.3 In the event of termination of the Gas supply, without prejudice to the other rights of the SELLER, the Consumer shall be liable to pay all amounts due and payable by the Consumer to the SELLER up to the date of termination of Gas supply and costs due.

12.0 RECONNECTION:

12.1 After termination/stoppage of the Gas supply, if the Consumer applies for reconnection of the Gas supply, reconnection/re-commissioning contribution (as determined by the SELLER) shall be borne and paid by the Consumer.

12.2 Reconnection of Gas supply will be at sole discretion of the SELLER and if the SELLER refuses to provide reconnection to the Consumer, the same shall be conveyed to the Consumer with reasons for such refusal.

13.0 SHIFTING OF RESIDENCE:

13.1 If a registered Consumer desires to shift from the present place of residence having a PNG connection to a new place of residence, he will be entitled to apply for a new PNG connection at the new place of residence. MGL will, subject to the acceptance of the terms and conditions by the consumer, provide PNG connection on the terms as may be applicable for the consumer, provided the said new place of residence falls in an area or building where PNG is already available, subject to condition that the Customer shall not remove, shift, dismantle, modify, alter the meter and/or any other pipeline installations including copper piping etc, without prior written approval of MGL, at the old place of residence.

14.0 TRANSFER OF THE CONNECTION:

14.1 MGL may permit transfer of the PNG connection from one name to another name in the event of sale/purchase of the Property, demise of the registered Consumer, etc. The transfer is permitted subject to payment applicable transfer charges by the Consumer to MGL. In case of transfer of PNG connection to the legal heir of the Consumer upon the demise of the Consumer, no administrative charges are liable to be paid. The transfer of PNG connection from one name to another name is subject to the submission of necessary documents, as may be required by MGL and will be effective only upon full satisfaction of MGL.

15.0 LIABILITY/INDEMNITY:

15.1 The Consumer shall not use the Gas for any illegal or unlawful activity or purpose. In case of any offence under or violation of any law, statute or regulation by the Consumer, the Consumer alone shall be responsible and liable for the said offence or violation and the Consumer 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 offence or violation by the Consumer.

15.2 The Consumer shall ensure that the Gas provided by MGL is exclusively used for domestic purpose. If at any time after the connection, it is found that Gas is being used for purposes other than domestic purposes (to the satisfaction of the SELLER), the Consumer shall be liable to pay all the bills with an additional penal rate as specified by MGL, with retrospective effect from date of connection and the Gas supply to such Consumer shall be disconnected with immediate effect.

15.3 The Consumer shall be liable for payment of any loss or damage caused to pipes, equipment or installations whether caused on account of negligence by the Consumer or its employees or agents, theft, sabotage or otherwise, howsoever.

15.4 The Consumer shall indemnify and keep MGL indemnified from and against any action, claim, proceeding, loss or damage that may be suffered or incurred by MGL on account of any dispute with the Landlord/Society or the Consumer failing to obtain the permission of the Landlord/Society or any statutory authority for laying of pipelines, equipment and other installations for the Gas supply and in case of any event as aforesaid, the Consumer shall pay to MGL all costs for removal of the pipelines, equipment and other installations for the Gas supply.

15.5 The Consumer shall be deemed to be in exclusive possession and control of the Gas once Gas passes the meter outlet, and there upon the Consumer shall be liable for any leakage or for any damage caused to any person or property as a result thereof. Accordingly, the Consumer shall protect and indemnify and keep save harmless and defended the SELLER against all claims, demands, actions, suits, proceedings, judgments and all liabilities, costs, expenses, damages or losses which may arise out of or result from or which the SELLER may incur or suffer as incidental to or in connection with the supply of Gas after the Gas passes the meter outlet.

15.6 The indemnity provisions will be enforceable notwithstanding termination of Gas supply.

16.0 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 Consumer or any other person on account of failure to perform or for delay in performing any provisions of this Agreement if the same is caused or results due to acts of god, war, revolt, riot, fire, tempest, flood, earthquake, lightning, direct or indirect consequences of god (declared/undeclared) sabotage, hostilities, national emergencies, civil disturbances, 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 and that the SELLER shall not be responsible and/or liable for any losses direct or consequential caused to the Consumer if the same is caused due to the-reasons stated herein above.

17.0 AMENDMENT:

17.1 The SELLER reserves its right to amend, add or delete all or any of these terms and conditions at any time. As and when such amendment is effected, the same shall be uploaded on the web site of the SELLER and the same shall be binding on the Consumer from the date of its uploading on the website.

17.2 MGL shall be at liberty to vary, alter, modify and/or revise any charges, specified in the Tariff Card from time to time and in such event revised charges shall be applicable and binding upon the consumer irrespective of the registration of the consumer. Any modification to Tariff Card will be notified to the consumers through SELLERS website www.mahanagargas.com and the same shall be binding on the consumer.

18.0 TERMS BINDING ON SUCCESSORS:

These terms and conditions shall be binding on the legal heirs, successors, administrator, transferees and assigns of the Consumer.

19.0 NOTICE:

Any notice to the Consumer will be sent to the address of the Consumer stated in his Application.

20.0 JURISDICTION:

All disputes arising out of these Terms and Conditions or supply of Gas, shall be subject to exclusive jurisdiction of Competent Courts at Mumbai alone.

21.0 UNDERTAKING:

In terms of the notification G.S.R. 655(E) issued by Ministry of Petroleum & Natural Gas, the Consumer hereby undertakes to surrender the Liquefied Petroleum Gas (LPG) connection, (if any) obtained from Government Oil Company within sixty days of obtaining PNG connection from the SELLER, failing which the SELLER shall have absolute right to disconnect the PNG connection provided to the Consumer.

22.0 CONFIDENTIALITY OF INFORMATION

Information provided to MGL by the Consumer shall be used for the purposes enumerated in this terms & conditions and shall be kept confidential unless the same required to be disclosed for (i) for billing or market operation purposes, or (ii) for law enforcement purposes, or (iii) dues if any of the customer is transferred to debt collection agency; and in such cases the confidentiality obligations shall cease to the extent required under the foregoing circumstances.

DECLARATION

I do hereby declare that I have read and understood the Terms and conditions as stated herein above and I hereby accept the same in its entirety. I confirm that I have understood the terms and conditions and I further agree to abide by the above terms and conditions for supply of Gas to my Premises and accordingly, I have put and subscribed my hand to these Terms and Conditions.