

TERMS & CONDITIONS

I. DEFINITIONS AND INTERPRETATION:

1.1 DEFINITIONS

- **"Applicable Law"** shall mean any act, notification, by law, rule, regulation, directive, administrative action, decision, decree, ordinance, order, policy or instruction having the force of law enacted or issued by a Government Authority or government agency.
- **"Application"** means the request for a PNG connection in the format designed by Seller containing terms and conditions along with payment of applicable charges 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 the applicant who has been provided PNG connection by the Seller as per terms and conditions mentioned herein. "Buyer's Premises" 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.
- **"Connection"** means installation of combination of one or more pipelines, related fittings, valves, regulator, meter, rubber tubing and any other associated equipment provided by Seller in Buyer's Premises in order to supply PNG to the Buyer. "Connection Security Deposit" has the meaning as defined in Clause 3.
- **"Gas Consumption Security Deposit"** has the meaning as defined in Clause 3.
- **"Government Authority"** means, any executive, legislative, judicial, quasi-judicial body, branch, agency, authority, department, board, commission, court, tribunal, organ or official of any state or country, whether, central, state, territorial, regional or local, including without limitation government or state corporations or companies endowed with administrative, approval or regulatory functions or powers.
- **"Invoice"** means a periodic statement generated by Seller showing details of various charges applicable for consumption of Natural Gas, minimum usage charges, non-refundable charges for extra connection or work undertaken (if any) by the Seller at the Buyer's Premises, late payment charges, penal charges, if any, and the total amount including taxes and levies payable by Buyer to the Seller for use of gas for a particular period.
- **"Last Mile Connectivity"** means connectivity between the Riser Isolation Valve (RIV) before the metering unit and the suraksha hose pipe connecting the burner in the Buyer's Premises in accordance with the PNGRB (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008.
- **"Measurement Equipment"** means meters, including apparatus, regulators, gauges, valves, pipes and other related accessories and fittings, installed at 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 and 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 600 to 610 Fahrenheit at a constant pressure of one atmosphere.
- **"Planned Works"** shall mean works conducted over a period of hours or days identified in advance on the Seller's Facilities by the Seller, which may temporarily restrict the Seller's Facilities and shall include modifications to, enlargement of, repairs to or maintenance of the (a) Seller's Facilities and (b) upstream of the Seller's Facilities which may result in temporary reduction / stoppage of PNG to the Buyer.
- **"PNG / Gas/Natural Gas"** means natural gas supplied by pipeline for cooking or other domestic use and not for commercial use. "Rs" means unit price of PNG in Rs / MMBTU or any such other 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 Act, 2006.
- **"Seller"** means Torrent Gas Pune Limited, a company incorporated under the companies act, 1956 and having its registered office at 106, 1st Floor, Tower 1, World Trade Center, Kharadi, Pune - 411014.
- **"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"** shall mean the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of fifteen degrees Celsius (150C) under absolute pressure of one decimal zero one three two five bar (1.01325 Bar).
- **"Tariff Card"** means a document prepared by Seller and revised from time to time as per the market standards prevalent at that time indicating various charges which include application charges, refundable interest free Connection Security Deposit and Gas Consumption Security Deposit, late payment charges, penal charges, other charges for any extra connection or work undertaken by the Seller at the Buyer's Premises and such other charges as may be deemed to be applicable in Seller's sole discretion.
- **"Taxes and Duties"** means any taxes, imposts, charges, royalty, sales tax, any value added tax, duties, rates, cess, fee, octroi, GST and all other statutory levies as applicable at presenter to be levied in future by any Government Authority.

1.2 INTERPRETATION

- The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Application;
- Reference to a person includes a body corporate, an incorporated body or other entity;
- References to the word "includes" or "including" are to be construed without limitation;
- References to any law, statute or rules shall include references to such law, statute or rules as it may be amended, supplemented or re-enacted from time to time;
- The words and abbreviations which have well known technical or trade / commercial meanings are used in the Agreement in accordance with such meanings;
- No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Application or any part of it; and
- Words imparting the masculine gender shall, where the context so admits, include the feminine gender and neutral gender. Words imparting the singular number shall where the context so admits, include the plural number.

2. CONNECTION:

- 2.1 By execution and submission of the Application along with valid documents and the refundable interest-free Connection Security Deposit and Gas Consumption Security Deposit as mentioned in the Tariff Card, the Buyer shall be deemed to have unconditionally agreed to and accepted connection and supply of PNG on the terms and conditions as mentioned in this Application and amended from time to time. These terms and conditions, as amended, shall constitute binding agreement between the Seller and the Buyer.
- 2.2 Application received without the refundable interest free Connection Security Deposit and Gas Consumption Security Deposit shall not be considered as a valid application for PNG connection.
- 2.3 On submission of the Application along with the refundable interest free Connection Security Deposit and Gas Consumption Security Deposit by the Buyer to the Seller, the Seller will carry out a technical and safety survey of the Buyer's Premises and shall determine the location and manner of laying pipeline and installation of meter and other equipment for supply of PNG. The installation activity shall be carried out by the Seller/its authorized vendor or contractor.
- 2.4 The Seller, as a prudent city gas distribution company, shall undertake prima facie technical feasibility study and if it is determined that providing PNG connection is not feasible, it shall refund the interest free refundable Connection Security Deposit and Gas Consumption Security Deposit submitted by the Buyer with in thirty days from the date of receipt of Application. Further, the Seller shall, subject to the right to cancel or refuse the Application on the grounds of technical non-feasibility, non-availability of permissions from the authorities or safety or hazard concerns or any such grounds which the Seller reasonably deems fit, without prejudice to the rights of the Seller under this Application, provide the PNG connection and in case the Seller is unable to provide the PNG connection, the Seller shall inform the Buyer of the same and refund the interest free refundable Connection Security Deposit and Gas Consumption Security Deposit submitted by the Buyer in full with in a period of maximum three (3) months from the receipt of Application.
- 2.5 A single connection means provision of PNG for use in one kitchen per premise. However, extension from the kitchen can be provided to connect maximum two appliances, such as geyser, etc, in the same / different floors at additional charges as determined by the Seller from time to time according to prevalent market standards. Separate kitchens on same/different floors in the premise shall be treated as separate PNG connections and separate meters shall be installed. No kitchen point shall be given outside the kitchen premises.
- 2.6 Extra kitchen / geyser connection shall be installed as per route determined by Seller considering safety, ease of construction and maintenance, etc. Seller reserves the right to refuse provision of extra kitchen / geyser connection on the basis of site condition. In case of any dispute / disagreement regarding the route prior to installation, the charges paid by the Buyer for the same shall be refunded after deduction of site visit charges mentioned in the then prevailing Tariff Card.
- 2.7 Concealed GI / Cu pipeline shall not be provided/allowed under any circumstances due to safety reasons.
- 2.8 All pipelines installed above ground shall be exposed and painted with golden yellow color by the Seller and the Buyer shall not, under any circumstance, tamper with, change the color or undertake any activity which may adversely affect or the pipeline.
- 2.9 Supply of PNG shall be commenced after necessary testing of the installation by the Seller and receipt of approvals and permissions, if any required.
- 2.10 The Seller reserves the right to supply PNG to other Buyers, through the same pipelines, at any point before inlet of the meter installed at the Buyer's Premises.
- 2.11 Maximum flow of Gas in Buyer's Premises is limited to 2.5 M³ / hour at a gas pressure of 21 mBar. Hence connectivity by the seller to consumption points will be such that this maximum flow is not breached. Seller reserves the right to refuse provision of extra kitchen/geyser connection if the flow of gas because of the extra connection seems to exceed the maximum flow allowed through the meter.

3. CHARGES:

- 3.1 The refundable interest-free Connection Security Deposit as mentioned in Clause 2 shall be towards security of the following equipment and facilities (including the labour cost of installation towards last mile connectivity for a single connection):
 - i. one Point (Gas Tap) In One Kitchen;
 - ii. one Riser isolation valve (RIV) and Meter Isolation Valve (MIV) before the metering unit (on need basis);
 - iii. metering unit (one domestic meter, one regulator and fitting accessories);
 - iv. upto fifteen meters of G. I. / copper pipe up to the gas tap;
 - v. one wire braided flexible hose (suraksha hose pipe) of standard size connecting the domestic PNG burner; and
 - vi. conversion of maximum four burners for PNG use in single gas stove.
- 3.2 Quantity of pipeline, material and fittings materials specified for single domestic PNG connection as mentioned in Clause 3.1 above is only for that particular connection and cannot be adjusted/clubbed with the quantity of pipelines, material and fittings for the other points / connection.
- 3.3 The refundable Gas Consumption Security Deposit as mentioned in clause 2.1 shall be security against usage of gas in the Buyer's Premise.
- 3.4 In case of requirement of any additional equipment/pipeline for providing PNG connection (other than mentioned in Clause 3.1) and / or for connecting appliances other than single gas stove with maximum four domestic PNG burners in the Buyer's Premises, non-refundable charges shall be payable by the Buyer to the Seller as per the prevailing Tariff Card.
- 3.5 The Seller shall convert the existing LPG burner stove to make it compatible for use on PNG and subsequent additional conversion (if any) shall be carried out on chargeable basis according to the prevalent market standards, in addition to the taxes as applicable. In case of automatic stove / burner, it is Buyer's responsibility to convert the same to make it compatible for use on PNG.
- 3.6 Interest free security deposits as mentioned in Clause 2 paid by the Buyer shall be refunded only upon termination of the agreement after clearing all the dues.
- 3.7 Any modification / alteration required in the gas connection shall only be carried out by the Seller. For any extension/modification, relocation/alteration of the pipeline / meter / regulator or any part of the connection, the Buyer shall request the Seller and the Seller upon receiving such request shall promptly carry out the requested modification. Buyer shall pay non-refundable charges to the Seller as applicable at the time of execution of work as mentioned in the then prevailing Tariff Card. In no case, the Buyer shall have any right to modify/alter the connection, and in the event, it is found that, the connection has been modified / altered (including clamp removal) / tampered / concealed in part or whole by the Buyer, the Seller may discontinue the supply of PNG and levy such penalty at the sole discretion of the Seller subject to Applicable Law, on the Buyer.
- 3.8 Advance payment if any, made by the Buyer to the Seller at the time of registration, other than refundable interest free Connection Security Deposit and Gas Consumption Security Deposit, will be adjusted against charges for "Extra Work / Services". Additional payment if any to be made by the Buyer will be added in the gas invoice, no interest would be paid to Buyer on advance amount. If the total charges of "Extra Work / Services" done by the Seller are less than advance payment made by the Buyer, necessary credit will be given in the subsequent gas invoice. All charges paid by the Buyer for extra work/ services are non-refundable except refundable interest free security deposits mentioned in Clause 2.

4. INVOICING:

- 4.1 The quantity of PNG supplied to the Buyer shall be measured through a meter installed and maintained by the Seller at the Buyer's Premises. Immediately upon commissioning of the meter and commencement of the PNG supply, the Seller shall deliver to the Buyer the first invoice mentioning details of all the pending payments related to the connection. Buyer shall pay all the pending payments by due date mentioned on the invoice failing which Seller may impose penalty, charge interest as per prevailing Tariff Card. In case the Buyer fails to pay two consecutive invoices, Seller shall have the right to discontinue the PNG supply. The Seller shall resume the PNG supply only after the Buyer pays all outstanding Invoices with applicable interest and all other applicable charges.
- 4.2 The meter installed by the Seller measures the gas in Cubic Meters. The reading (in Cubic Meter) of the meter can be converted into Standard Cubic Meter (SCM) / MMBTU by applying correction 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 applicable PNGRB regulations.
- 4.3 Invoice shall be sent to the Buyer at the end of every invoice period in Rs / MMBTU or any other unit specified under regulations / directions prescribed by PNGRB. Every invoice shall be paid by the Buyer in full by the due date mentioned in the invoice.
- 4.4 Cheque / demand draft / pay order for the invoice amount should be made by the Buyer in the name of the entity / account number specified in such invoice and deposited at the payment collection centers indicated by the Seller. No cash payment shall be accepted by the Seller from the Buyer towards any amounts payable to Seller, unless otherwise specified by Seller.
- 4.5 The Seller may, at any time, revise the PNG Price and / or any other charges as mentioned in the Tariff Card as per the then prevailing market standards.
- 4.6 All Taxes and Duties imposed or to be imposed in future by Government Authorities shall be passed on to and paid by the Buyer. The Seller shall invoice the same to the Buyer and Buyer shall be liable to pay such Taxes and Duties as may be applicable.
- 4.7 In the event of failure of the meter to record correct consumption, the quantity of PNG consumed by the Buyer shall be determined on the basis of the average consumption of last six Billing Cycles or any other basis determined by Seller as per prevailing industry standards in accordance with Applicable Law.
- 4.8 In case Buyer's Premise is found locked at the time of meter reading or meter reader is unable to record reading due to any other reason at the Buyer's Premise, it is the Buyer's responsibility to submit meter reading to the Seller. In case of failure of Buyer to submit meter reading, Seller shall send provisional invoice to the Buyer on the basis of average consumption of last six Billing Cycles, or in case of a new connection, or where previous billing history is unavailable the Seller shall bill the Buyer on a minimum unit basis as defined in the Tariff Card, and the same will be reconciled once the actual meter readings are available. If meter is rendered inaccessible on three consecutive billing cycles by the Buyer, the Seller shall serve a 7 (seven) days' notice, in writing, to Buyer under proper receipt to keep open the Buyer's Premise for taking meter reading on dates and time indicated in such notice. If the Buyer fails to comply with such notice, the Seller shall disconnect the PNG supply at the Buyer's Premises.
- 4.9 Non receipt of invoice shall not be a sufficient ground for non-payment of outstanding amount, in case the Buyer does not receive the invoice, the Buyer shall apply for a duplicate copy of the same from the Seller and Seller shall provide the same. The Buyer shall pay to the Seller late payment charges as mentioned in the Tariff Card on all the delayed payments or any unpaid amount, from the due date until payment and/or realization. Date of actual receipt of amounts made by Buyer shall be considered as the date on which clear balance is available of such payment in the Seller's account.
- 4.10 In case of any dispute between the Seller and Buyer including in relation to deficiency of meter, the Buyer shall pay the invoiced amount in total by the due date and then lodge a complaint with the Seller, within 1 (one) month from the date of issue of disputed Invoice. All complaints shall be dealt with in the manner and within the stipulated time frame in accordance with PNGRB regulations 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. For avoidance of doubt, no waiver or discount in invoice shall be given in case of any gas leakage found from gas stove or rubber tube. The rubber tube is a consumable item and needs to be replaced at regular interval at Buyer's cost. In case any damage is detected in the rubber tube by the Seller, Seller shall stop the PNG supply at the Buyer's Premise and such damaged rubber tube shall be replaced at the sole cost and expense of the Buyer.
- 4.11 The Buyer hereby unequivocally undertakes and agrees to take or pay for the minimum billing charge for a billing cycle as may be prescribed by the Seller, from time to time.

5. OBLIGATION AND UNDERTAKING OF THE BUYER:

5.1 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 suspend PNG supply immediately and discontinue the PNG supply by giving prior reasonable notice to the Buyer in the event of any dispute between the Buyer and the landlord / Society.
- be responsible to obtain 'No Objection Certificate' from landlord / society, where the premise is tenanted property or is situated in a building belonging to a society. The Seller reserves the right to suspend PNG supply immediately and discontinue the PNG supply by giving prior reasonable notice to the Buyer 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 and shall not use / permit / allow the usage of PNG for any other purpose.
- 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.
- provide suitable and adequate space for installation of meter and its safe custody. Further the Buyer shall allow the installation of 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.
- 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.
- be responsible to make holes in precise stones / marbles required for gas installation.
- take permission of the Seller in case any construction / renovation / changes are required to be done in the Buyer's Premises having the PNG installation.
- inform the Seller before installing any equipment such as PNG geyser or any other equipment.
- permit the Seller / its authorized representatives access to the Buyer's Premises for the purpose of meter reading, invoice distribution, laying pipelines, to alter or replace any pipeline, inspection, maintenance, modification, extension, check-up, collection of payments, installation of equipment, take photographs and undertake disconnection for unauthorized tapping / modification / extension of connection / concealing of pipeline.

- inform the Seller if going out of station for a period of one month or more so as to enable the Seller to disconnect the PNG supply at the Buyers Premises for safety reasons and in such case, the Buyer shall pay prevailing charges for temporary disconnection and reconnection as per Tariff Card.
- not adjust, clean, repair, replace or otherwise handle any of the pipes, meter, regulator or other equipment installed by the Seller.
- 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.
- 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).
- follow safety instructions prescribed by Seller from time to time.
- ensure payment of dues and invoiced amounts by the relevant due date.
- use standard and good quality gas equipment for safety reasons.
- inform the Seller about concealed pipeline or cables, if any, at the time of survey conducted by the Seller, Seller shall not be held responsible for damage to such concealed pipelines or cables.
- ensure that nothing is tied or hanging on gas pipeline, Buyer shall take appropriate measures to protect gas pipeline.
- not install electric / telephone or any type of wires or cables very close to gas pipeline.
- Not conceal GV copper pipeline / wire braided flexible hose in wall furniture, floor, cabinets, etc.
- not use additional wire braided flexible hose to connect any other appliance.
- not extend 6 l / copper pipeline or wire braided flexible hose to any other consumption point or to any room other than where appliance is installed.
- comply with the 'The Liquefied Petroleum Gas' (Regulation of Supply and Distribution) order 2000, and PNGRB (Code of Practice for Quality of Service Regulations for CGD network) Regulations, 2010 and their amendments or any such order(s) in future notified by Government of India related to domestic Liquefied Petroleum Gas under Public Distribution System
- not have any direct dealing or monetary transaction with any vendor / contractor / plumber / worker / any other person, in relation to the PNG connection without bringing the same to the Seller's knowledge.
- not hold the Seller liable / responsible for the actions of any unidentified person or any imposter or person claiming to represent or act on behalf of Seller.
- not hold Seller responsible for servicing/repairing of gas stove or burner.
- the Buyer shall be liable to pay penal charges along with necessary modification or restoration charges as per prevailing Tariff Card in case of breach / non-compliance of obligations as contained in this Application.

6. OBLIGATIONS OF THE SELLER:

6.1 The Seller shall

- endeavor to provide the PNG connection as soon as feasible and in accordance with the Regulations prescribed by PNGRB.
- endeavor to provide a consistent and regular supply of PNG to the Buyer and ensure correct invoicing.
- endeavor 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.
- give due notice to the Buyer for Planned Work 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 purposes specified below. Provided however, disclosure of information of the Buyer to Government Authorities under Applicable Law including public sector oil marketing companies shall not require prior permission of the Buyer:
 - for invoicing and operations purpose;
 - for collection of outstanding dues through a third party; and
 - for law enforcement purposes including litigation before court or other Government Authorities.
- 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 fifteen days' notice terminate the agreement with the Buyer,
- the Buyer fails to pay the Seller any sum due to the Seller under this agreement within 30 days from the due date;
 - 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 prior intimation to the Seller;
 - the Buyer tampers / modifies / alters the connection without the consent of the Seller;
 - the Buyer uses PNG for the purpose other than mentioned in this Application;
 - the Buyer renders the premises where PNG Connection is installed inaccessible to Seller for three consecutive Billing Cycles for reading of meters; and
 - 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.
 - for using the equipment which adversely affects the Seller's services to other consumers
- 8.2 The Buyer may request for termination of agreement / permanent disconnection of PNG supply, by giving fifteen days' notice in writing to the Seller.
- 8.3 In the event of termination of the agreement, without prejudice to the other rights of the Seller,
- the Seller shall remove all pipelines, installations and equipment installed by the Seller for the supply of PNG.
 - 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 refundable interest free Connection Security Deposit and Gas Consumption Security Deposit shall be refunded to the Buyer after deducting the installation removal charges as mentioned in the Tariff Card prevailing at the time of permanent disconnection. In case any equipment is found to be in damaged / nonworking condition at the time of permanent disconnection, charges for the same shall be payable by the Buyer.

9. TEMPORARY DISCONNECTION:

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

10. RECONNECTION:

- 10.1 In case the Buyer applies for reconnection of PNG supply, after termination / temporary disconnection, all the reconnection / recommissioning charges as per the then prevailing 'Tariff Card' and outstanding dues shall be paid by the Buyer, except in case of disconnection carried out because of reasons mentioned in Clause 9.2. Reconnection will be taken up, subject to the terms and conditions of this Application only after full payment of all dues.
- 10.2 Seller may, in case of termination / temporary disconnection stated in point 9.3 above, refuse the reconnection of PNG supply by giving valid reason and the decision of seller in this regard shall be final.

11. SHIFTING OF RESIDENCE:

In case, a Buyer desires to shift from the present premises having PNG connection to new premises, the Buyer will have to surrender the present connection and settle all dues and reapply for a new PNG connection at the new address. For avoidance of doubt, the Buyer shall not on his own, remove, shift, dismantle, modify, alter the meter, pipeline and / or any other pipeline installations. Further, this will also cover cases where the Buyer's Premise is being demolished or any other activity is being undertaken which may adversely affect the pipeline at the Buyer's Premise.

12. TRANSFER OF OWNERSHIP OF THE CONNECTION:

Seller shall permit the transfer of the PNG connection of the Buyer from one name to another name in the event of sale / purchase of the Buyer's Premise subject to payment of administrative charges as per the prevailing Tariff Card and submission of valid documents as may be required by the Seller.

In case of death of the Buyer, Seller shall permit the PNG connection to be transferred to Buyer's legal heir without payment of administrative charges subject to submission of valid documents as may be required by the Seller.

13. LIABILITY:

- 13.1 The Buyer shall not use the PNG for any purpose other than mentioned in this Application. The Buyer agrees to indemnify and keep indemnified the Seller from and against any loss, claim, action or proceeding that may be suffered or incurred by the Seller as a result of any such illegitimate use of PNG by the Buyer.
- 13.2 The Buyer shall be liable for any loss or damage caused to pipes, equipment, meter or installations in his / her possession and control whether caused on account of negligence by the Buyer or its associates or agents, theft, sabotage or otherwise howsoever.
- 13.3 The Buyer shall be deemed to be in exclusive possession and control of the PNG once PNG passes the meter outlet. Accordingly, the Buyer shall protect indemnify and hold the Seller harmless against all claims, demands, action, suits, proceedings, judgments and all liabilities, costs, expenses, damages or Losses arising out of or resulting from or incidental to or in connection with the supply and usage of PNG.
- 13.4 The provisions as mentioned in this Clause 13 of this Application will be enforceable notwithstanding termination / suspension of PNG supply.
- 13.5 The Seller will undertake reasonable efforts to cause minimum damage to garden, lawn, plants, decorations, tiles and any other decorative surfaces within the society or Buyer's Premises both on the ground and on the walls while installing pipeline, meter and associated equipment. Whereas, the Seller will undertake reasonable efforts to 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 PNG connection or any associated service for reasons beyond its control.
- 13.8 In case of any complaint in relation to the PNG connection / any service provider in relation to PNG connection or in the event, the Buyer has any concerns / queries / Information related to the PNG connection, the Buyer may approach the consumer complaints cell for registering the complaint.

14. DISCLAIMER:

- 14.1 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 act of God (declared / undeclared) sabotage, hostilities, national emergencies, civil disturbances, acts of terrorism, commotion or Applicable law, breakage bursting or freezing of pipeline, or occurrence of any event beyond the control of the Seller. Provided further that the Seller shall not be responsible and / or liable for any losses direct or consequential caused to the Buyer if the same is caused due to the reasons stated herein above.
- 14.2 The invoice issued by the Seller to the Buyer is only limited for billing purposes and shall not be used in any manner as a valid ownership proof towards the Buyer's premises.

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.torrentgas.com.

16. AMENDMENT:

The Seller reserves its right to amend, add, discontinue or delete any or any of these terms and conditions at any time by duly informing the Buyer of such amended terms and conditions, by way of publishing it on Seller's website at www.torrentgas.com or in the Invoice 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 the Buyer and assigns of the Seller.
- 17.2 Both the Buyer and the Seller shall under all circumstances follow the various regulations issued by PNGRB relevant for city gas distribution network.

18. ADDRESS FOR COMMUNICATION

Any communication shall be sent to the Buyer at the address of the Buyer stated in its Application unless otherwise intimated by the Buyer in writing to the Seller. Any communication to the Seller will be sent at the following address: Torrent Gas Pune Limited, 106, 1st Floor, Tower I, World Trade Center, Kharadi, Pune - 411014 or such other address as may be intimated by the Seller to the Buyer in invoices or in such manner as may be prescribed on the Seller's website.

19. JURISDICTION:

This Application and actions thereunder shall be governed by the laws of India and the Buyer and Seller agree that all disputes and all other matters arising out of this Application shall be referred to the sole arbitrator appointed by the Seller, who can also appoint its employee as sole arbitrator. The language of the Arbitration shall be English or vernacular. 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 Pune, Maharashtra would only have the exclusive jurisdiction.

Declaration
I hereby declare that all the information provided above is true. I have understood & accept all the rates mentioned above & I have no obligations if some changes occurred in rates as per prescribed rules & regulations. I have read & accepted all the terms & conditions & I am providing an authority to entity to complete all their verification formalities and permission to access my documents. I accept that Torrent Gas Pune Limited is entitled in its absolute discretion to: (a) accept or reject this application for Registration; or (b) at any time, terminate the PNG connection granted to me, assigning the reason for termination (c) call or send SMS, email or any other form of written communication pertaining to its services. (d) collect and analyse the demographic and gas consumption data of his household in order to understand the consumption patterns and devise beneficial schemes. I agree to surrender LPG connection, if any existing from a Government Oil Company as per the Liquefied Petroleum Gas (Regulation of Supply and Distribution) Order, 2000 within 60 days of activation of PNG connection.

Name of Applicant: _____

Signature: _____ Date: _____

ACKNOWLEDGEMENT FOR PNG DOMESTIC CONNECTION

Application No:

Received form _____ Address _____
_____ on _____ a sum of amount ₹ _____ against PNG Domestic Connection
by Cheque No./DD No./Online _____ Dated _____ Drawn on Bank/Transaction No. _____

Application acknowledgement is subject to realization of Cheque/DD. For TGPL _____

SELLER DOES NOT ACCEPT CASH रोख रक्कम स्वीकारली जाणार नाही

Toll-free number: 1800-21-456789

Torrent Gas Private Limited
106, 1st Floor, Tower I, World Trade Center, Kharadi, Pune - 411014