

Terms and Conditions for the Supply of Piped Natural Gas (PNG) to Domestic Customers

The following Terms and Conditions will apply and govern the connection and supply of Piped Natural Gas (PNG) to Domestic Customers (Customer) by Adani Total Gas Limited ("Supplier").

1. **DEFINITIONS:**

- (i) **"Application Form"** means the request for a PNG connection in the format designed by the Supplier containing Terms and Conditions for the supply of PNG to domestic customers.
- (ii) **"Billing Cycle"** means a bi-monthly period for which invoices are generated based on the consumption of Natural Gas by domestic consumers in their premises.
- (iii) **"Customer"** means the applicant for a Piped Natural Gas (PNG) Connection who may be provided a connection subject to the terms and conditions mentioned herein.
- (iv) **"Connection"** means the installation of a combination of one or more pipelines, related fittings, valves, a regulator, a meter, rubber tubing, and any other associated equipment provided by the Supplier in the Customer's premises to supply PNG to the Customer.
- (v) **"Connection Security Deposit"** has the meaning as defined in Clause 3.
- (vi) **"Invoice"** means a periodic statement generated by the Supplier showing details of various charges applicable for the consumption of Natural Gas, including minimum usage charges, non-refundable charges for extra connections or work, late payment charges, penal charges (if any), and the total amount payable by the Customer for a specific period.
- (vii) **"Last Mile Connectivity"** means the connectivity between the Riser Isolation Valve (RIV) before the metering unit and the safety hose pipe connecting the burner in the Customer's premises.
- (viii) **"Measurement Equipment"** means meters, including apparatus, regulators, gauges, valves, pipes, and other related accessories and fittings installed at the Customer's premises as the Supplier considers necessary for the measurements 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 Supplier's & Customer's facilities.
- (ix) **"MMBTU"** means one million British thermal units. A British thermal unit (BTU) is the amount of heat required to raise the temperature of one pound of water by one degree from 60°F to 61°F at a constant pressure of one atmosphere.
- (x) **"Payment Security Deposit"** has the meaning as defined in Clause 3.
- (xi) **"Planned Works"** shall mean works conducted over a period of hours or days identified in advance on the Supplier's Facilities and shall include modifications to, enlargement of, repairs to or maintenance of the (a) Supplier's Facilities and (b) upstream of the Supplier's Facilities which may result in temporary reduction/stoppage of PNG to the Customer.
- (xii) **"PNG"** means natural gas supplied via pipelines for domestic, commercial, or industrial use.
- (xiii) **"PNG Price / Gas Price"** means the unit price of PNG in Rs/SCM, Rs/MMBTU, or other units prescribed by the PNGRB.
- (xiv) **"PNGRB"** refers to the Petroleum and Natural Gas Regulatory Board established under the PNGRB Act.
- (xv) **"PNGRB Act"** refers to the Petroleum and Natural Gas Regulatory Act, 2006.
- (xvi) **"Premises" or "Site" or "Property"** refers to the property owned or occupied by the Customer for PNG connection.
- (xvii) **"Supplier"** refers to Adani Total Gas Limited, incorporated under the Companies Act, 1956, with its registered office at: 6th Floor, "Adani Corporate House," Shantigram, Near Vaishnov Devi Circle, S.G. Highway, Khodiyar, Ahmedabad - 382421.
- (xviii) **"Supplier's Facilities"** means the Supplier'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 Customer.
- (xix) **"Standard Cubic Meter" or "SCM"** shall mean the quantity of Gas that occupies a volume of one (1) cubic meter at a temperature of fifteen degrees Celsius (15°C) under absolute pressure of 1.01325 Bar.
- (xx) **"Tariff Card"** means a document prepared by the Supplier and revised from time to time as per the market standards prevalent at that time, indicating various charges, including Refundable Interest-Free Connection Security Deposit and Payment Security Deposit, late payment charges, penal charges, and other charges for any extra connection or work undertaken by the Supplier at the Customer Premises.
- (xxi) **"Terms and Conditions"** mean and include the clauses enumerated herein. The present Terms and Conditions are a mere recitation of the settlement arrived between the parties and do not create any rights in praesenti. No possession, right, or title has passed on in praesenti as a result of these Terms and Conditions, and they do not constitute a binding agreement. 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 Upon receipt of a duly completed application form along with valid documents and the refundable interest-free Connection Security Deposit and Payment Security Deposit as mentioned in the Tariff Card, the Customer shall be deemed to have unconditionally accepted the connection and supply

of PNG on the Terms and Conditions mentioned in this Application Form and amended from time to time. However, the Supplier retains the final discretion as to whether the supply of PNG will be provided to the customer or not, depending on eligibility and technical criteria.

- 2.2 The application received without the refundable interest-free connection deposit and payment security deposit shall not be considered as a valid application for a PNG connection.
- 2.3 On submission of the application along with the refundable interest-free connection security deposit and payment security deposit by the Customer to the Supplier, the Supplier shall commence the process to provide PNG connection to the Customer. The Supplier will carry out a feasibility test and technical survey of the Customer's premises and shall determine the eligibility, the location, and the manner of laying the pipeline and installing the meter and other equipment for the supply of PNG. It has been agreed that the installation activity shall be carried out by the Supplier/its authorized Vendor or Contractor.
- 2.4 The Supplier, as a prudent CGD company, shall make all efforts to install the connection within a reasonable time, not exceeding three months from the date of registration, subject to the availability of permissions and access to the Customer's premise. However, the Supplier may cancel or refuse, without prejudice, the Application on the grounds of technical non-feasibility, non-availability of permissions from the authorities, safety or hazard concerns, or any other grounds which the Supplier reasonably deems fit. In such an event, the Supplier shall refund the interest-free refundable connection and payment security deposits submitted by the Customer in full within a maximum period of three (3) months from the date of registration.
- 2.5 A single connection means the provision of PNG for use in one kitchen per premise. However, an extension from the kitchen can be provided to connect a maximum of two appliances, such as a geyser, etc., on the same or different floors at additional charges as determined by the Supplier from time to time according to prevalent market standards. Separate kitchens on the same or 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 An extra kitchen/geyser connection shall be installed as per the route determined by the Supplier, considering safety, ease of construction, and maintenance. The Supplier reserves the right to refuse provision of extra kitchen/geyser connections based on site conditions. In case of any dispute/disagreement regarding the route prior to installation, the charges paid by the Customer for the same shall be refunded after the deduction of site visit charges mentioned in the prevailing Tariff Card.
- 2.7 Concealed GI/CU pipelines 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 colour by the Supplier. Under no circumstances shall the Customer tamper with or change the colour of the pipeline.
- 2.9 The supply of PNG shall commence after necessary testing of the installation by the Supplier and receipt of approvals and permissions, if required.
- 2.10 The Supplier reserves the right to supply PNG to other Customers through the same pipelines at any point before the inlet of the meter installed at the Customer's premises.
- 2.11 The maximum flow of Natural Gas in Customer premises is limited to 2.5 m³/hour at a gas pressure of 21 mBar. Connectivity by the Supplier to consumption points will be managed to ensure this maximum flow is not breached. The Supplier reserves the right to refuse provision of extra kitchen/geyser connections if the flow of gas due to the extra connection exceeds the maximum flow allowable through the meter.
- 3. **CHARGES:**
- 3.1 The refundable, interest-free Connection Security Deposit as mentioned in Clause 2, shall be towards the security of the following equipment and facilities (including the labour cost of installation) for last-mile connectivity for a single connection:
 - a) One Point (Gas Tap) in One Kitchen.
 - b) One Riser Isolation Valve (RIV) & Meter Isolation Valve (MIV) before the metering unit (on a need basis).
 - c) Up to ten meters of pipes up to the metering unit.
 - d) Metering unit (One Domestic Meter, One Regulator, and fitting accessories).
 - e) Up to five meters of G.I./copper pipe from the metering unit up to the gas tap.
 - f) One wire-braided, flexible hose (Suraksha Hose Pipe) of standard size connecting the domestic PNG burner.
 - g) Conversion of a maximum of four burners for PNG use in a single gas stove.
- 3.2 The quantity of pipeline, material, and fittings specified for a 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 other points/connections.
- 3.3 The refundable Payment Security Deposit as mentioned in Clause 2.1, shall be

- security against the usage of gas in the Customer's premises.
- 3.4 In case of a requirement for any additional equipment/pipeline for providing a PNG connection (other than those mentioned in Clause 3.1) and/or for connecting appliances other than a single gas stove with a maximum of four domestic PNG burners in the Customer's premises, non-refundable charges shall be payable by the Customer to the Supplier as per the then prevailing Tariff Card.
- 3.5 The Supplier shall convert the existing LPG burner stove to make it compatible for use on PNG. Subsequent and additional conversions (if any) shall be carried out on a chargeable basis according to the prevalent market standards, in addition to applicable taxes. In the case of an automatic stove/burner, it is the Customer's responsibility to convert it to make it compatible for use on PNG.
- 3.6 Interest-free security deposits, as mentioned in Clause 2, paid by the Customer, shall be refunded only upon termination of the connection after clearing all dues.
- 3.7 Any modification/alteration required in the gas connection shall only be carried out by the Supplier. For any extension/modification, relocation/alteration of the pipeline, meter, regulator, or any part of the connection, the Customer shall request the Supplier, who shall promptly carry out the requested modification upon receiving such a request. The Customer shall pay non-refundable charges to the Supplier as applicable at the time of execution of work as mentioned in the prevailing Tariff Card.
- In no case shall the Customer have any right to modify/alter the connection. If it is found that the connection has been modified/alterd (including clamp removal), tampered with, or concealed in part or whole by the Customer, the Supplier may discontinue the supply of PNG and impose a penalty on the Customer.
- 3.8 Advance payment, if any, made by the Customer to the Supplier at the time of registration (other than Refundable Interest-Free Security Deposit), will be adjusted against charges for "Extra Work/Services." Additional payment, if required, will be added to the gas invoice. No interest will be paid to the Customer on the advance amount.
- If the total charges for Extra Work/Services done by the Supplier are less than the advance payment made by the Customer, necessary credit will be given in the gas invoice. All charges paid by the Customer for extra work/services are non-refundable except for refundable interest-free security deposits mentioned in Clause 2.
- 4. INVOICING:**
- 4.1 The quantity of PNG supplied to the Customer shall be measured through a meter installed and maintained by the Supplier at the Customer's premises. Immediately upon commissioning of the meter and commencement of the PNG supply, the Supplier shall deliver to the Customer the first invoice mentioning details of all the pending payments related to the connection. The Customer shall pay all the pending payments by the due date mentioned on the invoice. Failing this, the Supplier may impose a penalty, charge interest as per prevailing market standards, or resort to discontinuance of PNG supply/termination of the connection after giving reasonable notice to the Customer.
- 4.2 The meter installed by the Supplier measures the gas in Cubic Meters. The reading (in Cubic Meters) can be converted into Standard Cubic Meter (SCM)/MMBTU by applying factors based on delivered pressure of gas, temperature of gas, and gas composition. The Supplier may break the prevailing gas price into various components as required by PNGRB regulations.
- 4.3 Invoices shall be sent to the Customer at the end of every billing period in Rs/MMBTU or any other unit prescribed by PNGRB. Every invoice must be paid by the Customer in full by the due date mentioned on the invoice.
- 4.4 Cheque/DD/Pay Order for the invoice amount must be made by the Customer in the name of "ADANI TOTAL GAS LIMITED - ID- XXXXXxXXX" and deposited at the payment collection centres indicated by the Supplier.
- 4.5 The Supplier may revise the PNG price and/or any other charges mentioned in the Tariff Card as per the prevailing market standards.
- 4.6 All cesses, taxes, duties, assessments, and any other levies imposed or to be imposed in the future by Central/State Government, statutory, or local bodies, in relation to the connection and supply of PNG, shall be passed on to and paid by the Customer. The Supplier shall invoice these to the Customer, who shall be liable to pay such taxes, duties, levies, etc., as applicable.
- 4.7 In the event of failure of the meter to record correct consumption, the quantity of PNG consumed by the Customer shall be determined on the basis of the average consumption of the last six billing cycles or any other basis determined by the Supplier as per prevailing industry standards.
- 4.8 In case the Customer's premises are found locked at the time of meter reading, or the meter reader is unable to record the reading due to any other reason, the meter reader may take a photograph of the locked premises as proof. It is the Customer's responsibility to submit the meter reading to the Supplier. In case of failure by the Customer to submit the meter reading, the Supplier shall send an estimated invoice to the Customer based on the average consumption of the last six billing cycles. If consumption data for the last six billing cycles is unavailable, the Supplier shall raise an estimated invoice based on the average daily gas consumption per household calculated for the city.
- 4.9 Non-receipt of an invoice shall not be a sufficient ground for non-payment of the outstanding amount. If the Customer does not receive the invoice, they shall apply for a duplicate copy from the Supplier, who shall provide it. The Customer shall pay the Supplier late payment charges as mentioned in the Tariff Card on all delayed payments from the due date until payment and/or realization. The date of receipt of payment made by the Customer shall be considered the date on which the clear balance is available in the Supplier's account.
- 4.10 In case of any dispute, the Customer shall pay the total invoice amount by the due date and then lodge a complaint with the Supplier. All complaints shall be resolved within a stipulated time frame, and if the Customer's claims are found to be correct, the resulting credit/debit shall be adjusted in the next

invoice by the Supplier. No waiver shall be given in case of any gas leakage found from the gas stove or rubber tube.

5 EXPECTATIONS FROM THE CUSTOMER:

The Supplier and the Customer agree that the Customer shall endeavour to fulfil the following expectations, upon which the connection shall be installed and continued:

- 5.1 The Customer shall:
- (i) 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, or joint owners, as required to obtain the PNG connection. The Customer shall also be responsible, at its own cost, for obtaining all easements or rights of way through any private property of other individuals inside the society/colony/sector or RWA, society administration, etc., for laying pipelines for PNG supply. The Supplier reserves the right to discontinue PNG supply in the event of any dispute between the Customer and the landlord/Society by giving prior reasonable notice to the Customer.
- (ii) Be responsible for obtaining a No Objection Certificate (NOC) from the landlord/Society, where the premise is a tenanted property or situated in a building belonging to a Society. The Supplier reserves the right to discontinue PNG supply in case of any dispute between the Customer and the landlord/Society, which hinders or restricts the maintenance of PNG connection or related pipeline installations.
- (iii) Use the PNG only for domestic or household purposes, such as cooking and water heating, at the premise mentioned in the application form, and not use/permit/allow its usage for any other purpose.
- (iv) Take adequate precautions and ensure all safety measures in connection with the supply and use of PNG, ensuring the safety of the equipment and facilities provided by the Supplier within the Customer's premises.
- (v) Be responsible for any civil work required for the safety of pipelines, meters, regulators, or other facilities and equipment installed by the Supplier within the Customer's premises.
- (vi) Be responsible for making holes in precise stones/marbles required for gas installation.
- (vii) Take permission from the Supplier for any construction/renovation/changes required in the premises with the PNG installation.
- (viii) Inform the Supplier before installing any equipment, such as a PNG geyser or other equipment.
- (ix) Inform the Supplier in the event of the sale of the Customer's premises to a third party.
- (x) Permit the Supplier/its authorized representatives access to the premises for purposes such as meter reading, invoice distribution, laying pipelines, altering or replacing pipelines, inspection, maintenance, modification, extension, check-ups, collection of payments, and installation of equipment. The Supplier may also take photographs of the premises or locked premises and undertake disconnection for unauthorized tapping, modification, extension of connection, or concealment of pipelines.
- (xi) Inform the Supplier if going out of the station for a period of one month or more, enabling the Supplier to disconnect the PNG supply at the Customer's premises for safety reasons. The Customer shall pay prevailing charges for Temporary Disconnection and Reconnection as per the Tariff Card.
- (xii) Not adjust, clean, repair, replace, or otherwise handle any of the pipes, meters, regulators, or other equipment installed by the Supplier.
- (xiii) Be liable to report any gas leakage, damage to meters, piping, equipment, or facilities; nonreading of meters; or occurrence of any emergency situation or potentially hazardous situations. The Customer must report such issues at the earliest by calling the emergency contact numbers mentioned on the invoice and cooperate with the Supplier's personnel to contain the emergency.
- (xiv) Not make any request for compensation or adjustment in the invoice on account of leakage of PNG caused by damage to the wire-braided flexible hose (rubber tube). Such requests shall not be entertained.
- (xv) Follow safety instructions prescribed by the Supplier from time to time.
- (xvi) Ensure payment of dues by the due date.
- (xvii) Use standard and good-quality gas equipment for safety reasons.
- (xviii) Inform the Supplier about concealed pipelines or cables, if any, at the time of the survey conducted by the Supplier. The Supplier shall not be held responsible for damage to such concealed pipelines or cables.
- (xix) Ensure that nothing is tied or hanging on the gas pipeline. The Customer shall take appropriate measures to protect the gas pipeline.
- (xx) Do not install electric/telephone or any type of wires or cables very close to the gas pipeline.
- (xxi) Do not conceal GI/Copper pipelines or wire-braided flexible hoses in walls, furniture, floors, cabinets, etc.
- (xxii) Do not use additional wire-braided flexible hoses to connect any other appliance.
- (xxiii) Do not extend GI/Copper pipelines or wire-braided flexible hoses to any other consumption point or any room other than where the appliance is installed.
- (xxiv) Comply with 'The Liquefied Petroleum Gas' (Regulation of Supply and Distribution) Order 2000 and its amendments or any such orders in the future notified by the Government of India related to domestic Liquefied Petroleum Gas under the Public Distribution System.
- (xxv) Not have any direct dealings or monetary transactions with any Vendor, Contractor, plumber, worker, or any other person.
- (xxvi) Do not hold the Supplier liable/responsible for the entry of any unidentified person or any imposter claiming to represent or act on behalf of the Supplier.
- (xxvii) Do not hold the Supplier responsible for servicing or repairing gas stoves or burners.
- (xxviii) The Customer shall be liable to pay penal charges along with necessary modifications or restoration charges as per the prevailing Tariff Card in cases mentioned in points xix, xx, xxi, xxii, and xxiii above.

6.

EXPECTATIONS FROM THE SUPPLIER:

The Supplier and the Customer have agreed that the Supplier shall endeavour to:

6.1

The Supplier shall:

(i)

Endeavour to provide the PNG connection at the earliest.

(ii)

Endeavour to provide a consistent and regular supply of Natural Gas to the Customer and ensure correct invoicing.

(iii)

Endeavour to maintain the adequate delivery pressure at the regulator outlet to enable usage of PNG by the Customer.

(iv)

Ensure upkeep of the system and maintain safe operations in the network following technical standards and safety standards specified by the PNGRB.

(v)

Install the metering equipment at a location that is easily accessible for the purposes of operation, meter reading, maintenance, inspection, calibration, checking, and replacement or removal of the metering equipment.

(vi)

Give due notice to the Customer for planned maintenance and ensure the earliest possible supply resumption after interruption, and ensure prompt recovery from unplanned network interruptions if any.

(vii)

Not disclose information of the Customer obtained for purposes other than for which it was obtained without the consent of the Customer. However, disclosure of Customer information to PNGRB/Govt. of India/Public Sector Oil Marketing Company (PSOMC)/any other body under their directions shall not require prior permission of the Customer except when the information is being disclosed for the following purposes:

(a)

For invoicing and operations purposes.

(b)

For collection of outstanding dues through a third party.

(c)

For law enforcement purposes, including litigation before Court or other government/semi government authorities.

(viii)

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 Supplier. The Customer shall not have or claim any right, title, or interest therein.

8.

DISCONTINUATION/PERMANENT DISCONNECTION:

8.1

Without prejudice to the other rights of the Supplier, the Supplier may, by giving 15 days' notice, discontinue the supply to the Customer if:

(i)

The Customer fails to pay the Supplier any sum due under the terms and conditions of this application form.

(ii)

The Customer fails to comply with any of its obligations and/or commits any breach of the covenant or conditions required to be observed, performed, or fulfilled.

(iii)

Particulars furnished by the Customer in the application are found to be false or incorrect.

(iv)

PNG is not consumed by the Customer for a continuous period of 26 weeks without informing the Supplier.

(v)

The Customer tampers with, modifies, or alters the connection without the consent of the Supplier.

(vi)

The Customer uses PNG for purposes other than those provided for in the terms and conditions.

(vii)

The legal heirs and/or successors and/or assigns fail to submit to the Supplier valid documents as required for the transfer of the connection. The Customer may also request discontinuation/permanent disconnection of PNG supply by giving 15 days' notice to the Supplier.

8.2:

In the event of discontinuation of the connection, without prejudice to the other rights of the Supplier,

(i)

The Supplier shall remove all pipelines, installations, and equipment installed for the supply of PNG.

(ii)

The Customer shall be liable to pay the Supplier all amounts due and payable up to the date of discontinuation. After all dues are cleared and the meter and allied equipment have been removed in proper and undamaged working condition, the security deposit shall be refunded to the Customer after deducting installation removal charges as mentioned in the prevailing Tariff Card. In case any equipment is found to be in damaged or non-working condition at the time of permanent disconnection, charges for the same shall be payable by the Customer.

9.

TEMPORARY DISCONNECTION:

9.1

The Customer may request a temporary disconnection of PNG supply for a period of one month or more and pay the Supplier the charges as mentioned in the then prevailing Tariff Card. After receipt of the request in writing and payment of charges, the Supplier will arrange to temporarily disconnect the PNG supply, record the meter reading, and accordingly raise an invoice for PNG usage. After receiving the total payment against the invoice as per the meter reading taken, the Supplier will send an acknowledgement letter to the Customer regarding disconnection. During the disconnection period, invoicing will not be done for that Customer.

9.2

Supplier may disconnect PNG supply/connection to any premises for safety reasons. In such cases, the Supplier shall, as soon as possible, intimate the Customer of such disconnection and provide a schedule/time of reconnection.

9.3

In case the Customer fails to pay the invoice sent by the Supplier on the due date, the Supplier reserves the right to stop the supply of PNG by giving a notice of fifteen days. The Customer 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 Customer applies for reconnection of PNG supply after termination/temporary disconnection, all the reconnection/re-commissioning charges as per the then prevailing 'Tariff Card' and outstanding dues shall be paid by the Customer, except in cases of disconnection carried out because of reasons mentioned in Clause 9.2. Only after full payment of all dues will reconnection be considered.

10.2

Supplier may, in cases of termination/temporary disconnection stated in point 9.3 above, refuse the reconnection of PNG supply by giving a valid reason.
11.

SHIFTING OF RESIDENCE:

In case a Customer desires to shift from the present premises having a PNG connection to new premises, the Customer will have to surrender the present connection and settle all dues and reapply for a new PNG connection at the new address. The Customer shall not, on his own, remove, shift, dismantle, modify, or alter the meter, pipeline, and/or any other pipeline installations.
12.

TRANSFER OF OWNERSHIP OF THE CONNECTION:
- The Supplier permits the transfer of the PNG connection from one name to another name in the event of the sale/purchase of the property. Such transfer is permitted subject to the payment of administrative charges as may be applicable, from time to time, by the Customer to the Supplier as indicated in the Tariff Card. However, in the case of the transfer of the PNG connection to the legal heir of the Customer upon the demise of the Customer, no administrative charges shall be applicable. The transfer of the PNG connection from one name to another name is subject to the submission of valid documents, as may be required by the Supplier.
13.

LIABILITY:
- The Supplier and the Customer have agreed that:

13.1

The Customer shall not use the PNG for any purpose other than mentioned in the Terms and Conditions.

13.2

The Customer shall be liable for any loss or damage caused to pipes, equipment, meters, or installations in his/her possession and control, whether caused on account of negligence by the Customer or its associates or agents, theft, sabotage, or otherwise howsoever.

13.3

The Customer shall be deemed to be in exclusive possession and control of the PNG once PNG passes the meter outlet. Accordingly, the Customer shall protect, indemnify, and hold the Supplier harmless against all claims, demands, actions, suits, proceedings, judgements, 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 the present Terms and Conditions shall be binding upon the Customer notwithstanding any permanent or temporary disconnection of PNG supply.

13.5

The Supplier will put in his best endeavour to cause minimum damage to the garden, lawn, plants, decorations, tiles, and any other decorative surfaces within the society or Customer premises, both on the ground and on the walls, while installing the pipeline, meter, and associated equipment. While the Supplier will ensure that any disrupted areas are left in a backfilled condition, final reinstatement of surface and decorative areas will be the responsibility of the Customer. Accordingly, the Customer shall protect, indemnify, and hold the Supplier harmless against all claims, demands, actions, suits, proceedings, judgements, 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 Supplier shall not be liable for any injury caused to any person, animal, or anyone inside or outside the residence at the time of installing the gas pipeline.

13.7

The Supplier shall not be held liable for any delay in providing connection or any associated service for reasons beyond its control.

13.8

In case of any discrepancy or disagreement with the Vendor/Contractor or plumber, the Customer should contact the Supplier's Customer Care office.
14.

DISCLAIMER:
- The Supplier and the Customer have agreed that the Supplier shall not be liable for any loss, damage, costs, charges, or expenses whatsoever that may be caused to or occasioned by the Customer or another person on account of failure to perform or for the delay in performing any provisions of the Terms and Conditions mentioned herein if the same is caused or results due to acts of God, War, Revolt, Fire, Tempest, Flood, Earthquake, Lightning, direct or indirect consequences of God (declared/undeclared), sabotage, hostilities, National emergencies, civil disturbances, acts of terrorism, commotion, embargo, or any other law promulgation, regulation, or ordinance whether Central, State, or Municipal, breakage, bursting, or freezing of pipeline, or occurrence of any event beyond the control of the Supplier.

Provided further that the Supplier shall not be responsible and/or liable for any losses, direct or consequential, caused to the Customer if the same is caused due to the reasons stated herein above.
15.

ASSIGNMENT:
- The Supplier and the Customer have agreed that the Supplier reserves the right to assign and transfer all or any of its rights and obligations as laid down in the present Terms and Conditions to another body corporate or third party by giving prior reasonable notice by way of publishing it on its website at www.adanigas.com.
16.

AMENDMENT:
- The Supplier and the Customer have agreed that the Supplier reserves its right to amend, add, discontinue, or delete all or any of these terms and conditions at any time by giving prior reasonable notice by way of publishing it on its website at www.adanigas.com, and in such case, the amended terms and conditions shall be binding on the Customer with immediate effect.
17.

TERMS BINDING ON SUCCESSORS:
- 17.1

These terms and conditions shall be binding on the heirs, administrator, and assigns of both the Customer and the Supplier.

17.2

Both the Customer and the Supplier shall, under all circumstances, follow the various regulations issued by PNGRB relevant to the City Gas Distribution Network.
18.

ADDRESS FOR COMMUNICATION:
- Any communication shall be sent to the Customer at the address of the Customer stated in his/her Application unless otherwise intimated by the Customer in writing to the Supplier. Any communication to the Supplier will be sent to the following address: ADANI TOTAL GAS LTD., "Adani Corporate House," Shantigram, Near Vaishnodevi Circle, S.G. Highway, Khodiyar, Ahmedabad-382421.
19.

JURISDICTION:
- The Supplier and the Customer have agreed that all disputes and all other matters arising out of the present Terms and Conditions shall be governed by the laws of India and are subject to the exclusive jurisdiction of the Courts at Ahmedabad in Gujarat alone.