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Adani Gas Limited



Commercial / Non Commercial PNG Connection

APPLICATION FORM FOR COMMERCIAL / NON COMMERCIAL PIPED NATURAL GAS CONNECTION

I/we, the lawful owner / resident of the premises, details of which are mentioned below wish to register for One Commercial / Non Commercial Piped Natural Gas (PNG) connection at the said premises.

Customer ID / BP No. _____

Application No: _____

(Please fill the details in BLOCK letters with BLACK/ BLUE INK)

Please Tell Us About Yourself

NAME OF UNIT

ADDRESS OF UNIT

CITY PINCODE

TELEPHONE NO FAX NO

MOBILE NO

E-MAIL ID

NAME OF OWNER/PROPRIETOR

PARTNERS • 1

• 2

RESIDENTIAL ADDRESS OF OWNER

CITY PINCODE

TELEPHONE NO MOBILE NO

E-MAIL ID

CATEGORY OF CONNECTION Commercial Non-Commercial

TYPE OF BUSINESS Hotel Restaurant Farsan Shop Hospital / Clinic

Hostel Show Room Office School / College

Religious Institution NGO Crematorium Others (Specify)

THE PROPERTY WHERE BUSINESS IS HOUSED IS Owned by you Rented

Attach following documents as a proof of the address:

Copy of latest Electricity Bill

Copy of latest Telephone Bill

Copy of latest Property Tax Bill

TERMS & CONDITIONS FOR SUPPLY OF NATURAL GAS TO COMMERCIAL / NON COMMERCIAL CUSTOMERS

Following Terms and Conditions will apply and govern the connection and supply of Piped Natural Gas (PNG) to Commercial / Non Commercial customers by Adani Gas Limited ("Seller").

1. DEFINITIONS

- 1.1 **"Application"** means the request for a PNG connection in the format / form designed by Seller and duly filled and signed by the Buyer.
- 1.2 **"Buyer"** means the applicant who has been provided PNG connection by the Seller as per terms and conditions mentioned herein.
- 1.3 **"Commercial establishment / unit"** means Hotel / Restaurant / Sweet Shop / Farsan shop / Food court/ showroom / Hostel / Guest house / Religious Institution / School / College / Office / Pantry / Canteen / any other shop.
- 1.4 **"Commercial Offer"** or **"Commercial Proposal"** means the letter so titled sent by the Seller to the Buyer prior to signing of this agreement containing the details such as but not limited to, equipments considered for conversion on natural gas, basis for calculation of peak flow of gas, type of MRS recommended, Maximum Peak Flow Rate of MRS, Connection Security Deposit amount, etc.
- 1.5 **"Connection"** or **"PNG connection"** or **"Natural Gas Connection"** means installation of combination of one or more pipelines, related fittings, valves, regulator, meter, etc in Buyer's premises in order to supply Natural Gas to the Buyer.
- 1.6 **"Delivery Point"** means the flange or welds or agreed mark at the downstream of the isolation valve located at the outlet of the Metering and Regulating Skid (MRS).
- 1.7 **"Gas Price / PNG Price"** means unit price of PNG in Rupees/MMBTU or Rupees/SCM or any other such unit prescribed by PNGRB.
- 1.8 **"Invoice"** means a periodic statement generated by Seller showing details of various charges applicable for consumption of Natural Gas and the total amount including taxes and levies payable by Buyer to Seller for use of Natural Gas for a particular period.
- 1.9 **"Load Assessment Report"** means the report generated by Seller and forwarded to the Buyer along with Commercial Proposal which contains total fuel requirement based on existing and proposed equipments of the Buyer, MRS type to be installed at the Buyer's premises and gas delivery pressure downstream of MRS.
- 1.10 **"Measurement Equipment"** or **"Metering & Regulating Skid"** or **"MRS"** means such main and subsidiary 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 and for the safe operation of the Seller's and Buyer's Facilities.
- 1.11 **"MMBTU"** means 1,000,000 Btu. **"Btu"** or **"British Thermal Unit"** means the quantity of heat required to raise temperature of one avoirdupois pound of pure water from fifty nine (59) degree Fahrenheit to Sixty (60) degree Fahrenheit at an absolute pressure of fourteen decimal six nine six (14.696) pound per square inch.
- 1.12 **"Network Tariff"** means the unit rate (excluding statutory taxes and levies) in Rs/MMBTU or Rs/SCM or any such unit prescribed by PNGRB, chargeable by the Seller for the infrastructure installed by the Seller for providing PNG.
- 1.13 **"Non Commercial establishment"** means religious institutions, charitable hospitals, government / social trusts, NGO schools / hostels and crematoriums.
- 1.14 **"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 result in temporary reduction / stoppage of PNG.
- 1.15 **"PNG"** means Natural Gas supplied by pipelines for domestic / commercial / industrial use.
- 1.16 **"PNGRB"** means Petroleum and Natural Gas Regulatory Board established under Sub Section 3 of the PNGRB Act.
- 1.17 **"PNGRB Act"** means Petroleum and Natural Gas Regulatory Act, 2006 of 2006.
- 1.18 **"Premises"** or **"Site"** or **"Property"** means the property owned or occupied by the Buyer in which the Buyer / Applicant has got PNG connection from the Seller or is desirous of getting a PNG connection
- 1.19 **"Seller"** means Adani Gas Limited, a company incorporated under the companies act, 1956 and having its registered office at "Adani House", Mithakhali Cross Roads, Navrangpura, Ahmedabad-380009
- 1.20 **"Seller's Facilities"** means the Seller's pipelines, gas plants, machinery, Measurement Equipment, metering facilities, pressure regulating stations and other equipments necessary for flow control and processing, compression, measuring and testing of Gas to enable delivery of Gas to the Buyer.
- 1.21 **"Tariff Card"** means a document prepared by Seller and revised from time to time indicating inter-alia PNG price, Network Tariff and Charges for various services provided by the Seller.
- 1.22 **"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 (150C) under an absolute pressure of one decimal zero one three two five bar (1.01325 Bar).

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 Buyer by execution and submission to the Seller the Application along with the documents and interest free refundable Connection Security Deposit as required by Seller, shall be deemed to have unconditionally agreed to and accepted connection and supply of PNG on the terms and conditions herein contained, and these terms and conditions shall constitute a binding agreement between the Seller and the Buyer.

- 2.2 Application received without the Connection Security Deposit and required documents shall not be considered as a valid application for the PNG connection.
- 2.3 On submission of the application along with the interest free refundable Connection Security Deposit and required documents by the Buyer to the Seller, the Seller shall commence the activities to provide PNG connection to the Buyer. The Seller will carry out a technical survey of the Premises and shall determine the location and manner of laying the pipeline and installation of meter and other equipments for delivering PNG, installation of which shall be made by the Seller / its authorized representatives.
- 2.4 Seller shall install and maintain Gas pipeline from nearest distribution mains upto the Metering & Regulating Skid(MRS) in the Buyer's premise. Ownership of MRS & associated equipments installed upstream of Delivery Point shall at all times rest with the Seller. Installation of pipeline and equipments downstream of MRS will be the undertaken by the Buyer with approved contractor of the Seller. Buyer shall install the pipelines and equipments as per technical specifications recommended by the Seller.
- 2.5 The Seller reserves the right to cancel without prejudice the registration on the grounds of technical infeasibility, non availability of permissions from the authorities, where providing the connection might lead to safety hazard conditions or any such reason which the Seller deems fit to cancel the registration. In such case the Seller shall refund the Connection Security Deposit in full. In all such cases the decision of the Seller shall be final.
- 2.6 Buyer shall furnish a test certificate to the Seller of all installations undertaken by the Buyer downstream of MRS for verification purpose. Supply of Gas shall be commenced after receipt of Connection Security Deposit as per Clause 2.1, Payment Security Deposit as per Clause 3.3, complete satisfaction of Seller with respect to necessary test certificates submitted by Buyer and confirmation by Buyer about the necessary approvals and permissions being obtained by the Buyer.
- 2.7 The Seller reserves the right to supply PNG to other Buyers, through the same pipelines at any point from the upstream of MRS installed at the Buyer premises.
- 2.8 All above ground pipeline after the MRS shall be exposed and they will be painted with Golden Yellow colour by the Buyer.

3. CHARGES

- 3.1 The Buyer shall deposit interest free refundable Connection Security Deposit as mentioned in the Commercial proposal submitted by Seller to the Buyer towards installation of maximum 15 meters of pipeline in the Buyer's premises for connecting the MRS with the main distribution network, MRS, other related equipments, supervision & labor charges for such installation, which shall be refunded only upon termination of this agreement. The Buyer shall also pay to the Seller additional non-refundable one time charges, prior to commissioning of gas supply for any additional pipeline beyond 15 meters laid in Buyer's premises.
- 3.2 All equipments and facilities provided for the PNG connection till the MRS shall remain the property of Seller at all times and shall be removed in case of termination of this Agreement and/or discontinuation of PNG supply.
- 3.3 In addition to the interest free refundable Connection Security Deposit as mentioned in Section 3.1, the Buyer shall at all times during the Agreement Period also maintain an interest free refundable cash deposit with the Seller to secure payments as may be due and payable by the Buyer to the Seller from time to time under this Agreement (hereinafter referred to as the "**Payment Security Deposit**"). The Payment Security Deposit shall be effective and delivered to the Seller prior to the Date of Commencement of Gas supply and shall be valid and remain with the Seller for the entire Agreement period. Seller may revise the requirement of Payment Security Deposit for the reasons including but not limited to change in Gas Price / Network Tariff, Change in estimated Daily consumption, etc and seek additional deposit from Buyer. Buyer shall promptly submit / revise the Payment Security Deposit as required by the Seller. In the event the Buyer fails to augment the Payment Security Deposit as requested by the Seller, Seller at its sole discretion may stop the gas supply. Seller's decision in such matters shall be final.
- 3.4 The Seller may revise / change the Gas price, and any other Charges as mentioned in the Tariff Card periodically, as per provisions of the PNGRB regulations. In case of any change / modification in the charges, the Seller shall give prior notice to the Buyer through mail, e-mail, fax etc.
- 3.5 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 PNG shall be passed on to and paid by Buyer. The Seller shall intimate such changes to the Buyer and Buyer shall be liable to pay at such revised rates.
- 3.6 For any extension/modification, relocation/alteration of the pipeline / MRS / regulator or any part of the connection, addition of any additional equipment other than those mentioned in the load assessment report, Buyer shall request Seller in the format prescribed by Seller. Seller upon receiving such request shall promptly carry out the requested modification. Buyer shall have to pay charges as may be decided by Seller for the job undertaken. In no case Buyer shall have any right to modify / alter / extend the connection. In the event it is found that the connection has been modified / altered / tampered / extended in part or whole, Seller at its sole discretion may discontinue the supply of gas. Seller's decision in such matters shall be final.
- 3.7 Prior to the commencement of Gas supply, Buyer shall, at its own cost obtain all necessary consents, approvals, rights of way and permits from all relevant authorities such as: RWA, society administration, housing society / association, joint owners, landlord or any private property or any other person as may be required for laying of pipeline for supply of PNG.

4. INVOICING

- 4.1 The quantity of PNG supplied to the Buyer shall be measured through MRS installed and maintained by Seller at the Buyer's premises. In the event of failure of the MRS to record correct consumption, the quantity of PNG consumed by the Buyer shall be determined on the average consumption of last three months or on any other basis as determined by Seller. The decision of Seller in such a case shall be final.
- 4.2 The quantity of gas consumed will be measured in Standard Cubic Meters (SCM). The meter installed by the Seller measures the gas in Cubic Meters. The reading (in Cubic Meters) of the meter is therefore converted into Standard Cubic Meter (SCMs) by electronic device if installed in the MRS or by manually applying correction factor which depends on delivered pressure, temperature of gas, composition of gas, etc. These parameters are averaged over the billing period to determine the average correction factor for the customer. For invoicing purpose, gas consumption so arrived is further converted to MMbtu terms using GCV of gas supplied. The Seller reserves the right to determine and apply the correction factor from any date without giving any notice to the Buyer.

- 4.3 An invoice shall be sent to the Buyer on a fortnightly basis with detailed break up of various price components like PNG Price, network tariff, taxes, duties and levies etc. payable for the relevant period. Every invoice shall be paid by the Buyer in full by Cheque / DD/ Pay order/ NEFT/ RTGS by the due date mentioned on the invoice. Cheque / DD / Pay Order / NEFT / RTGS for the total invoice amount should be made in the name of "ADANI GAS LIMITED-ID-XXXXX XXXXX" where XXXXX XXXXX is Buyer's Customer ID mentioned on Gas invoice and deposited at the payment collection centers indicated by the Seller.
- 4.4 In case of any dispute the Buyer shall pay the invoice amount in total by the due date and the complaint should be lodged with Seller. All complaints shall be dealt with within a stipulated time frame and if the claims made by the Buyer are found to be correct the same shall be adjusted in the next invoice.
- 4.5 Non receipt of invoice shall not be sufficient ground for non payment of outstanding amount. In case Buyer does not receive the invoice he/she is under obligation to obtain a duplicate copy of the same from the supplier. The Buyer shall pay to the Seller late payment charges as per Seller's Company Policy on all the delayed payments from the due date until payment.
- 4.6 In case of any dispute the Buyer shall pay the invoice amount in full by the due date and then lodge a complaint with the Seller. All complaints shall be dealt within a stipulated time frame and if the claims made by the Buyer are found to be correct same shall be adjusted in the next invoice by the Seller.

5. OBLIGATION OF THE BUYER

The Buyer shall:

- 5.1 Use PNG only for cooking / heating / cooling purpose at the property / premises mentioned in the application form and also not permit / allow PNG to be used for any other purpose other than as specified in the Load Assessment report submitted by the Seller with commercial proposal.
- 5.2 Ensure that all pipelines from the downstream flange of the MRS are installed as per Technical specifications / guidelines provided by the Seller.
- 5.3 Take adequate precautions and all safety measures in connection with the use of PNG and shall also ensure safety of the equipments and facilities provided by the Seller within the premises.
- 5.4 Inform and thereby take permission of the Seller in case any construction / renovation / changes are required to be done in the premises having the installation.
- 5.5 Be responsible for any civil work required for the safety of the pipelines, piping or other facilities and equipments including MRS installed by the Seller within the Buyer's premises and not tamper with the same.
- 5.6 The Parties acknowledge that Gas is a hazardous commodity and that the installation and operation of Gas facilities requires specialized skills. The Buyer unequivocally undertakes and agrees not to use Gas at all times throughout the Agreement Period for any other equipments and appliances other than those mentioned in the Load Assessment Report. The Buyer shall hence obtain the specific prior written permission of the Seller for change in usage and/ or for installing any other equipment / appliance other than those mentioned in Load Assessment Report. Any other use of gas than mentioned in Load Assessment Report without first obtaining the prior written consent of the Seller shall be considered by Seller as unauthorized use of Gas. In the event of such unauthorized use of Gas by the Buyer, the Seller shall at its sole discretion and without prejudice to its other rights under this Agreement or at Law be entitled to immediately stop and suspend the supply of Gas to the Buyer and may terminate this Agreement in accordance with **Section 8** (Section Termination) and also charge penalty from the Buyer as per Seller's policy.
- 5.7 The Buyer hereby further covenants and agrees to indemnify, protect fully and hold the Seller, its employees, agents and successors and assigns harmless against any and all claims, all liabilities, costs, expenses, damages or losses growing out of or resulting from or incidental to or in connection to such claims which may be made or brought against the Seller whether by the Buyer or its employees or its agents or successors and assigns or by third parties resulting from or arising in connection with the Unauthorized Use of Gas as by the Buyer stated in point 5.6 above whether on account of damage or injury to property or a person or loss of life or otherwise.
- 5.8 Permit the Seller / its authorized representatives access to the premises for the purpose of meter reading, laying pipelines, to alter or replace any pipeline, inspection and maintenance check-ups, installation of equipment, disconnection and reconnection at all times if the Seller in its discretion determines the same to be necessary or expedient The Seller shall not be held liable / responsible for entry by any unidentified person or any imposter or person claiming to represent on behalf of Seller.
- 5.9 Be responsible to obtain No Objection Certificate of the landlord / Society, where the Premises is tenanted Lease property or is situated in a building belonging to a Society if required by the Seller. The Seller reserves the right to discontinue the PNG supply in the event of any dispute between the Buyer and the landlord/Society.
- 5.10 Not adjust, clean, repair, replace or otherwise handle any of the pipes, equipment, MRS and any other equipment installed by the Seller. Any damage or breakdown in the pipes, installations, metering unit and any other equipment before the downstream flange shall be immediately intimated by the Buyer to the Seller.
- 5.11 Be liable to report about any damage to MRS, piping, equipment or facility or non reading of MRS to the Seller immediately and shall also inform the Seller for any leakages, broken pipes etc. at the earliest.
- 5.12 In case of occurrence of any emergency situation, inform the Seller of any potentially hazardous situation at the earliest by calling on the emergency contact numbers provided by the Seller and shall cooperate with the Seller's personnel to contain the emergency situation, as and when required.
- 5.13 Follow safety instructions prescribed by Seller from time to time.
- 5.14 Ensure payment of dues within the specified time, failing which Seller may impose penalty, charge interest and / or resort to discontinuance of supply of PNG without notice.
- 5.15 Ensure that Gas operated appliance is installed in such a way that it is easily accessible.

- 5.16 Ensure safe keep of the Seller's material / equipment installed for connection in his premises. Any damage to the property of the Seller would be replaced by the Seller at the Buyer's cost.
- 5.17 Ensure that nothing is tied or hanging on the gas pipeline.
- 5.18 Not install Electric / Telephone or any other cables very close to Gas pipelines.
- 5.19 Inform the Seller of concealed pipelines or cables, if any, at the time of survey conducted by the Seller. Seller shall not be held responsible for any damage to such concealed pipelines or cables.

6. OBLIGATIONS OF THE SELLER

The Seller shall:

- 6.1 Endeavour to provide PNG connection at the earliest subject to permissions from the authorities.
- 6.2 Install MRS at a location which is easily accessible for the purpose of operation, meter reading, maintenance, inspection, calibration, checking and replacement or removal of the MRS.
- 6.3 Endeavour to maintain a consistent and regular supply of PNG to the Buyer and ensure correct invoicing.
- 6.4 Endeavour to maintain the minimum delivery pressure at the outlet of MRS as decided between Seller and Buyer at the time of connection.
- 6.5 At all points of time ensure upkeep of the system and maintain safe operations in the network following technical standards and safety standards specified by the PNGRB.
- 6.6 Give due notice to Buyer for planned maintenance and ensure earliest possible network resumption after interruption and also ensure prompt recovery from unplanned network interruptions, if any.
- 6.7 Not use customer information obtained for a purpose other than for which it was obtained. Seller shall not disclose Buyer related information to any person other than PNGRB without the consent of the Buyer in writing except when the information has been sufficiently aggregated such that an individual Buyer's Information cannot be separately identified or where the Buyer information is required to be disclosed:
 - I. For invoicing or market operation purposes;
 - II. For law enforcement purposes; and
 - III. When past due accounts of the customer have been transferred to a debt collection agency.
- 6.8 Make all reasonable efforts in resolving the complaints received in a time bound manner.

7. OWNERSHIP

- 7.1 Pipes, equipments, MRS and other installations provided for the purpose of supplying PNG, before the downstream flange of the PNG connection shall at all times be and remain the property of the Seller and the Buyer shall not have or claim any right, title or interest therein.

8. TERMINATION

- 8.1 Without prejudice to the other rights of the Seller in law otherwise, the Seller may by giving prior notice terminate the agreement with the Buyer, if:
 - (i) Buyer fails to pay to the Seller any sum due to the Seller under these Terms and conditions and/or otherwise within 7 days from the due date for payment thereof.
 - (ii) 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.
 - (iii) The particulars as furnished by the Buyer in the Application are found to be false or incorrect.
 - (iv) PNG is not consumed by the Buyer for a continuous period of one month without informing the Seller.
 - (v) Buyer tampers/ modifies/ alters the connection before the downstream flange of the PNG connection.
 - (vi) Buyer uses PNG for activities other than mentioned in Clause 5.1.
 - (vii) Buyer becomes insane or insolvent
 - (viii) Buyer dies and the legal heirs and / or successors and / or assigns do not submit to the Seller the necessary documents as required by the Seller on happening of such an event.
- 8.2 Buyer may, at any time, by written notice of 01 (One) month to the seller request termination of PNG supply.
- 8.3 In the event of termination of the PNG supply, without prejudice to the other rights of the Seller, the Seller may at its own cost remove the MRS, 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 MRS and allied equipment have been removed in proper and undamaged working condition, the security deposit shall be refunded to the Buyer.

9. DISCONNECTION

- 9.1 The Buyer may request for temporary disconnection of PNG supply for a period of one month or more by applying in the prescribed format. After receipt of such request, the Seller will arrange to collect meter reading and to disconnect the PNG supply as requested. Disconnection charges, as determined by the Seller, will be applicable for disconnection. 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 Buyer shall not be charged towards PNG supply.
- 9.2 Seller may disconnect individual PNG supply / connection to any premise for safety reasons. In such cases, Seller shall, as soon as possible, intimate Buyer for such disconnection and provide schedule / time for reconnection.
- 9.3 In case the Buyer fails to pay the invoice sent by the Seller for two consecutive times, supply of PNG will be stopped immediately by the Seller without giving any notice to the Buyer. The Buyer shall be liable to pay charges for such disconnection / reconnection as per the 'Tariff Card'.

10. RECONNECTION

- 10.1 In case the Buyer applies for reconnection of PNG supply, after termination/ disconnection/ temporary disconnection, all the reconnection/ re-commissioning charges, as determined by the Seller and outstanding dues shall be paid by the Buyer by Demand Draft / NEFT / RTGS. Only after full payment of all dues, reconnection will be considered.
- 10.2 Reconnection of PNG supply will be at the sole discretion of the Seller and Seller may refuse the same, by giving valid reason.

11. TRANSFER OF OWNERSHIP OF THE CONNECTION

Seller permits transfer of the PNG connection from one name to another name in the event of sale / purchase of the property, demise of the registered Buyer, etc. The transfer is permitted subject to the payment of administrative charges as may be applicable and mentioned in Tariff Card, except in case of transfer of PNG connection to the legal heir of the Buyer upon the demise of the Buyer where no administrative charges are applicable. The transfer of PNG connection from one name to another name is subject to submission of necessary documents, as may be required by Seller and will be affected only upon full satisfaction by Seller.

12. LIABILITY/ INDEMNITY

- 12.1 The Buyer shall not use PNG for any illegal or unlawful activity or purpose. In case of any offense under or violation of any law, statute or regulation by the Buyer, the Buyer alone shall be responsible and liable for the said offense or violation and 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 offense or violation by the Buyer.
- 12.2 The Buyer shall be liable for any loss or damage caused to pipes, equipment, MRS or installations whether caused on account of negligence by the Buyer or its associates or agents, theft, sabotage or otherwise howsoever.
- 12.3 The Buyer shall be deemed to be in exclusive possession and control of the natural gas (PNG) once natural gas passes the MRS outlet, and thereupon the Buyer shall be liable for any leakage or for any damage caused to any person or property as a result thereof. 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.
- 12.4 The provisions as mentioned in clause 12 of this agreement related to liability and indemnity will be enforceable notwithstanding termination of PNG supply.
- 12.5 The Seller will put in his best endeavor to cause minimum damage to Garden, Lawn, Plants, Decorations, Tiles and any other decorative surfaces within the society or Buyer premises both on the ground and on the walls while installing pipeline, meter and associated equipment. Whilst the Seller will ensure that any disrupted areas are left in backfilled condition, the final reinstatement of surface 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 / providing connection.
- 12.6 The Seller shall not be liable for any damage whatsoever, caused to the property of the Buyer at the time of installing gas pipeline.
- 12.7 The Seller shall not be liable for any injury caused to any person / animal or anyone inside or outside the Buyer's premises at the time of installing gas pipeline.
- 12.8 The Seller cannot be held liable for any delay in installing any associated equipment or services.
- 12.9 Buyer shall not directly deal with Seller's contractor / vendor in the matter related to installation of pipeline or any other related equipment covered under this PNG application. Seller shall not be responsible for any direct dealing or money transaction that the Buyer has with Seller's vendor / contractor.

13. 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 Buyer or another person on account of failure to perform or for the delay in performing any provisions of this agreement 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 or State or Municipal, 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. ASSIGNMENT

Seller reserves the right to assign or transfer all or any of its rights and obligations under this agreement to any other body corporate or third party by giving public notice to the Buyer.

15. AMENDMENT

The Seller may at any time amend, add to or delete any or all these terms and conditions with immediate effect and in such case, the amended Terms and Conditions shall be informed to the Buyer and shall be binding on the Buyer.

16. TERMS BINDING ON SUCCESSORS

16.1 These terms and conditions shall be binding on the heirs, administrator and assigns of both the Buyer and the Seller.

16.2 Both the Buyer and the Seller shall under all circumstances follow the various regulations issued by PNGRB for City Gas Distribution Network.

17. NOTICE

Any notice to the Buyer will be sent at the address of the Buyer stated in his / her Application. Any communication to the Seller will be sent at the following address:

**Adani Gas Ltd
8th Floor, Heritage Building,
Ashram Road, Usmanpura, Ahmedabad – 380 014, Gujarat, India.**

18. JURISDICTION

All disputes arising out of these Terms and Conditions for supply of PNG shall be subject to exclusive jurisdiction of Competent Courts at Ahmedabad alone. In case of dispute Seller and Buyer shall first try to resolve the same by mutual consultation. In event the dispute remains unresolved despite the said consultations; the Parties agree to refer the dispute to a sole arbitrator who shall be appointed by Seller. The proceedings shall be held as per the provisions of the Indian Arbitration and Conciliation Act 1996. The venue of the arbitration is at Ahmedabad.

DECLARATION

I /We do hereby declare that I/We have read and understood the above-mentioned Terms and Conditions of Seller for providing PNG connection at my/our Premises and I/We hereby accept the same in its entirety. I/We confirm that I/We am/are authorized to make this application to Seller for a Commercial / Non commercial PNG connection and supply of PNG at the mentioned address. Accordingly, I / we put and subscribe my/our hand to these Terms and Conditions

Date: _____

(Signature of Buyer with seal)



Adani Gas Limited

 **Commercial / Non Commercial
PNG Connection**

**APPLICATION FORM FOR COMMERCIAL / NON
COMMERCIAL PIPED NATURAL GAS CONNECTION**

ADANI GAS LIMITED

**Customer Care Helpdesk: 079 2762 3264/1800 2335 5555 (Toll Free)
Email: customercare.gas@adani.com Website: www.adanigas.com**

Customer Care Offices

Ahmedabad: Adani CNG Station, Opp. Maninagar Fire Station, Krishnabaug, Maninagar, Ahmedabad - 380 008.
03, Sumangalam Society Opp. Drive-in Cinema, B/h Asia School, Bodakdev, Ahmedabad - 380 054.
Baroda: City Gas Station, Opp. IPCL Gate 7, Dhanora, Baroda - 391 510.

Consent From Owner (In case of Rented Premises)

I am the owner of above-mentioned property & I declare hereby that I have no objection in AGL carrying out pipeline activities for providing Commercial / Non Commercial natural gas connection at above mentioned property, as per company policy.

Owner's Name: _____

Owner's signature: _____ Tele. No.: _____

Consent From Society

Is the Property a part of the society?

Yes No

If Yes, then kindly provide the declaration (consent of Society) as below:

The property owned by _____ Is a part of the society
 _____ We have no objection to M/s _____
 getting the Commercial / Non Commercial natural gas connection from Adani Gas Limited (AGL) and further we have no objection in
 AGL carrying out pipeline activities for providing Commercial / Non Commercial natural gas connection at above mentioned property.
 Any damage/repairs because of the construction of pipeline by AGL shall be on account of M/s _____
 we shall hold no liability against AGL for the same.

Signature & Seal of Authorised Signatory of Society _____ Tele. No. _____

Declaration

- I solemnly declare that the particulars furnished above are true and correct.
- I confirm that I have read and understood the Terms and Conditions for the connection. I accept and agree to the said Terms and Conditions, prevailing from time to time.
- I accept that Adani Gas Limited is entitled in its absolute discretion to accept or reject this application for Registration, without assigning any reason whatsoever.
- I authorise Adani Gas Limited to verify the information stated in this form through whatsoever source.

Applicant's signature

Date

Customer Payment Details

I enclose an amount of ₹ _____ in favour of Adani Gas Limited as Connection Security Deposit as per the Tariff Card. The balance payment towards connection shall be paid after installation and Prior to commissioning of Gas supply. The details of the payment are as under:

CHEQUE / DD NO	<input style="border: 1px solid black; width: 100%; height: 20px;" type="text"/>	Date	<input type="text"/> <input type="text"/> <input type="text"/>
DRAWN ON (BANK)	<input style="border: 1px solid black; width: 100%; height: 20px;" type="text"/>		
BRANCH	<input style="border: 1px solid black; width: 100%; height: 20px;" type="text"/>		

Pay by Account Payee Cheque only.

For Office Use Only

CUSTOMER ID <input style="border: 1px solid black; width: 200px; height: 20px;" type="text"/>	CONNECTION OBJECT <input style="border: 1px solid black; width: 150px; height: 20px;" type="text"/>
	Date <input type="text"/> <input type="text"/> <input type="text"/>
TYPE OF METER <input style="border: 1px solid black; width: 100px; height: 20px;" type="text"/>	CHECKED BY _____

(Customer Copy)



Acknowledgement Slip (Commercial / Non Commercial PNG Connection)

Received from _____ Application No.: _____
 a sum of ₹ _____
 Dated _____ Drawn on Bank _____ Branch _____
 Vide Cheque/ Demand Draft _____ as interest free refundable connection security deposit and security deposit against supply invoice. For Providing Commercial / Non Commercial at _____
 Address _____

For Adani Gas Limited

Revenue
Stamp

NOTE : Cheque is subject to realisation.

Authorised signature