

Terms and Conditions for the supply of piped natural gas ("PNG") for domestic customers

"The agreed terms and conditions between IRM Energy Pvt. Ltd. (hereafter referred to as "the Supplier") and the applicant named in the Registration Form (hereinafter referred to as "the Customer") for the supply of piped natural gas for domestic use (herein after referred to as 'PNG') are stated below:

1. Definitions:

"Application" means duly filled in registration form submitted to the Supplier by the Customer along with applicable charges for PNG connection.

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

"Customer" means Applicant for domestic PNG connection who has submitted a complete application or an existing user who is using PNG supplied by the Supplier.

"Gas" or "PNG" means natural gas transported through pipelines in a CGD Network or consumption for any domestic Customer.

"IRM" or "Supplier" means IRM Energy Private Limited.

"Premises" means the premises/ tenement/ house/ flat/ apartment owned or occupied by the Customer wherein the PNG is supplied by the Supplier.

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

"Security Deposit" shall mean interest free refundable amount collected from the Customer at the time of registration towards the safe keeping of the equipment installed at the Premises of the Customer.

"Gas Security Deposit" shall mean interest free refundable deposit collected from the Customer at the time of registration, towards securing prompt and regular payment of gas consumption charges from time to time.

Under this contract words importing the masculine gender shall, where the context so admits, include the feminine gender and neutral gender. Words importing the singular number shall, where the context so admits, include the plural number.

"Government Oil Company" means:

- Bharat Petroleum Corporation Limited
- Bongaigaon Refinery & Petrochemicals Limited
- Cochin Refineries Limited
- GAIL (India) Limited
- Hindustan Petroleum Corporation Limited
- Indian Oil Corporation Limited
- Indo Burma Petroleum Company Limited
- Chennai Petroleum Company Limited
- Numallgarh Refinery Limited
- Oil India Limited
- Oil and Natural Gas Corporation Limited, or
- Any other company or statutory body or a firm declared as such by notification in the official gazette to be a "Government Oil Company" by the Central Government

"Single domestic PNG connection" means providing PNG for use in one kitchen per Premise. Two separate kitchens on same/different floors in the Premises shall be treated two PNG connections and separate meter shall be installed. Each meter shall be treated as a separate PNG connection. Extension from one floor to another shall be treated as new connection.

2. PNG Connection and Supply:

- The Customer agrees to purchase PNG to be supplied by the Supplier upto and at one identified place in the said Premises which is located at the address stated in the Registration Form.
- After receipt of the duly completed Registration Form together with the requisite Security Deposit and Consumption Deposit, the Supplier shall commence to take steps to provide the PNG connection to the Customer. Upon the realization of the Security Deposit, Consumption Deposit and the Application Charges, the Customer shall, subject to technical feasibility, have precedence over commencement of supply of PNG as and when the Supplier starts its supply in Customer's locality/ society.
- The submission of Application along with requisite Application Charges and other sums as per the Registration Form to the Supplier shall be construed as full understanding of the terms and conditions and its implications by the Customer and it shall be treated as a binding contract between the Supplier and the Customer.
- The Security Deposit shall be collected at the time of submission of Application by the Customer and shall be refundable only in the event of permanent termination of the connection by the Customer or permanent non-provision of PNG connection for any reason directly attributable to the Supplier.
- Consumption Deposit shall be collected from the Customer at the time of submission of Application by the Customer as single payment as may be decided by the Supplier. The Consumption Deposit shall be refundable only in the event of permanent termination of the connection by the Customer or permanent non-provision of PNG connection for any reason directly attributable to the Supplier.
- The Supplier reserves the right to accept or reject this Application for registration or withdraw the supply of PNG to the Customer if on assessment of the Registration Form it is found that providing the connection is not prima facie feasible for supply due to any reason, it shall convey its rejection of the application with reason thereof.
- The Security Deposit and Consumption Deposit shall be adjusted by the Supplier against any dues recoverable from the Customer.

3. Use of Gas:

- Customer shall make use of the PNG for his own domestic use only and shall not re-supply to any other person, place or, premises under any circumstances.
- The Customer shall make necessary Application along with requisite charges as specified and obtain specific prior written permission of the Supplier for any change in use of gas at the premises by installing equipment such as geysers, etc.

4. Procedures for gas connection:

- The Supplier will carry out a technical and safety survey of Customer's Premises and shall determine the location and manner of laying pipeline and installation of meter and other equipment for supply of PNG.
- On receipt of all the sums as per the Registration Form from the Customer, the Supplier shall install the meter and other equipment at the Customer's Premises for supplying Gas to the Customer.
- The installation activity shall be carried out by the Supplier/its authorized vendor or contractor. The Customer agrees to provide all the space, passage etc. to enable the Supplier to fit the pipes and other fittings. In case of any trenches dug, holes are cut in the wall, floor and other similar work, their reinstatement will be the sole responsibility of the Customer. Making hole in the RCC/stone/tiles fitted inside the kitchen/bathroom or in the route of the PNG pipeline shall be done by the Customer.
- If the Customer requires the supply of PNG at any other place then he shall make a fresh Application for it and the Supplier may provide the supply of PNG on such terms and conditions as it deems fit.
- The installation of the meter and other equipment at the Customer's Premises may be carried out by the Supplier himself or through its authorized representative/ agency as per technical specifications and safety standards in the relevant regulations or prescribed code of practice.
- The Supplier reserves its right to supply Gas to other Customers through/ from the pipelines laid for supplying gas to the Customer, without affecting Customer's Gas supply.
- The right to supply of PNG to any person claiming under or on behalf of the Customer shall be exclusively with the Supplier and on such terms and conditions as it deems fit. In case of death or insanity or legal incapacity of the Customer, his legal heir/ guardian may be substituted for himself at the option of the Supplier.

5. Charges:

- Customer confirms of having been fully explained by the Supplier regarding the tariff/ charges payable by him to the Supplier for consumption of Gas, cost of material and labour charges for pipe, fittings, meters, tubing, etc. required to be paid by him in the event of excess utilization of the same over and above standard connection. Customer further undertakes to pay necessary charges as stated above or any other charges and cost as mentioned in the Registration Form, if applicable. Customer also agrees to pay separately for any after sales service availed by him as per the prevailing rate of the Supplier.
- The Customer shall pay the price of PNG consumed at the rates decided by the Supplier at the time of billing. The rates decided shall also depend upon the category and area of the Customer and shall be varied/ revised at the Supplier's sole discretion at any time without prior notice to the Customer.
- The Customer shall pay annual admin charges and any other charges as may be decided by the Supplier from time to time.
- The last mile connectivity as per guidelines issued by the Petroleum and Natural Gas Regulatory Board (PNGRB) shall be the responsibility of the Supplier and any other installations and/or equipment apart from the same shall be the sole responsibility and at the cost of the Customer. IRM may provide service for the installation(s) installed till the last mile connectivity, but the cost of material(s)/equipment(s) replaced in the installation, if any, including labour charges, shall be borne by the Customer.

6. Billing and Payment:

- All charges payable under these terms and conditions shall be paid only to the Supplier by way of account payee cheque/DD/PO drawn in favour of "IRM Energy Private Limited" or through wire transfer or online payment or credit card as provided for and notified by the Supplier from time to time. No cash payment shall be accepted unless specified by the Supplier. The Supplier shall not be responsible for any payment made otherwise than by way of

account payee cheque drawn in its favour and such payment shall not give a valid discharge to the Customer. The Customer shall ensure that the payment is made to the authorized representative of the Supplier, if required. The Supplier will not be responsible for payment made to any unauthorized person.

- The bi-monthly bill shall be raised in accordance with prescribed code of practice, on the basis of actual consumption of PNG as recorded through the meter and shall include other charges recoverable by the Supplier along with all the applicable tax, duty, cess or any other charges. All the tax, duty, cess and such other charges for all the payments made under this contract are to be borne by the Customer and the Customer also undertakes to reimburse the Supplier all such amounts which may be demanded or levied in future by any authority from or on the Supplier and such amount has not been collected by the Supplier from the Customer.
 - If the meter is not read during any one billing cycle due to reasons attributable to Customer (other than as provided in para 6.4 below), the entity shall send a provisional bill based on average consumption of the last six billing cycles or if the Customer has not completed six billing cycles then as per the number of billing cycles completed.
 - If the actual meter reading is not possible because the Customer's premise is found locked /inaccessible at the time when Supplier has arranged for meter reading or for any other reason, the bi-monthly bill shall be raised on the basis of minimum bill value. Supplier shall provide bill copy through hard copy/SMS/e-mail. Customer shall have to make payment against receipt of any of the three.
 - The minimum usage for two months shall be deemed to be amount equivalent to 5 Standard Cubic Meter (SCM) and minimum billing will be done on that basis. Customer is to abide by this rules and the Supplier is free to change the decision time to time as and when required.
 - The amount paid by Customers against bills based on minimum bill value shall be adjusted against actual meter readings as and when they are available.
 - If the meter is rendered inaccessible on three consecutive billing cycles by a Customer, the Supplier shall serve a seven days' notice to the Customer under proper receipt to keep open the Premises for taking meter reading on dates and time indicated in the notice. If the Customer fails to comply with such notice, the Supplier may disconnect such gas supply. In case of request for special reading of meters beyond working hours or on a holiday due to non-availability of Customer during the normal working hours, the Supplier may do so at reasonable cost to the Customer.
 - Customer shall make payment in full of the bill raised by the Supplier before the due date specified in the bill. Any default in the payment of bill will attract penalty and compensation for late payment mentioned in the bill. Any amount paid by the Customer to the Supplier is interest free.
 - If the due date for making payment for any charges or bills fall on a Sunday or any holiday, then the same shall be considered to be due on the day preceding of such holiday.
 - Non receipt of invoice shall not be sufficient ground for non-payment of outstanding amount. The Customer shall notify the Supplier in case of non-receipt of (i) the first gas bill within the period of two months from the date of gas supply; (ii) periodic gas bills within ten days from the expiry of two months period of receipt of the previous bill. In case Customer doesn't receive the invoice he/she is under obligation to obtain a duplicate copy of the same from the Supplier. The Customer shall pay to the Supplier late payment charges prevailing at that time on all the delayed payments from the due date until payment and/or realization
 - The Supplier holds the right to vary the period/ frequency and manner of billing from time to time without any prior notice to the Customer.
 - The Supplier reserves the right to introduce slab based domestic gas pricing and shall revise it from time to time.
 - If a bill remains outstanding, the Supplier may issue a notice for a period of not less than fifteen days and disconnect if the payment is not received within the notice period.
 - PNG supply will be discontinued without any prior notice to the Customer if more than two bills remains outstanding. Supply shall be resumed, and at the sole discretion of the Supplier, after clearance of all the outstanding dues with applicable interest and penalty. PNG supply shall also be discontinued on breach of any of the terms and conditions of this contract or any loss/ damage to the property of the Supplier by the Customer, or use by the Customer of equipment that adversely affects the Supplier's services to other consumers, and the resumption of supply shall be at the sole discretion of the Supplier and on such terms and conditions as it deems fit. In case of repeated defaults, the Customer's PNG supply shall be discontinued on permanent basis and Security Deposit and Consumption Deposit will be forfeited. The Customer in such a case may not be eligible to get a new PNG connection anywhere in the area of operation of the Supplier.
 - In case of any dispute, the Customer shall pay the invoice amount in total by the due date and then lodge a written complaint with the Supplier. All complaints shall be dealt with in the stipulated time frame and if the claims made by the Customer are found to be correct, the same shall be adjusted in the next invoice by the Supplier. However, if the Customer finds any error in meter reading he has to inform the Supplier before making any payment in full against that bill and before the first due date. No complaints will be accepted against bill once paid.
 - If the banking instrument issued by the Customer gets dishonored for any reason, administrative charges of Rs. 250/- along with applicable taxes shall be levied and recovered from the Customer in addition to interest, if any, without prejudice to the right of the Supplier to initiate appropriate legal proceedings against the Customer for the said dishonor of banking instrument.
 - Despite termination under any of the circumstances, the amount due from the Customer shall be recoverable as land revenue.
 - If the Supplier gives connection at a Premise which has been given by the Customer on rent, the ultimate responsibility of clearing the dues, if any, of the tenant, shall still rest with the Customer, even though he/she may not be actually staying there.
- ### 7. Acknowledgment/ Receipt:
- Due acknowledgment / receipt of all payment made by the Customers are provided by the Supplier or its authorized representatives. The Customers are required to ensure to obtain necessary acknowledgment/ receipt in respect of each payment made in favour of the Supplier.
- ### 8. Obligation of the Customer:
- The Customer shall, prior to the commencement of Gas supply, at his own cost, be responsible for obtaining all necessary consents, approvals and permits other than that of statutory authorities as may be required to obtain Gas connection. The Customer shall at his own cost, also be responsible for obtaining all easements or rights of way through any private property of any other person for laying of pipeline for supply of Gas.
 - The Customer shall obtain no-objection certificate in the format prescribed from the housing society and/ or landlord (in case of leased premises) for supplying gas and provide the same to the Supplier. In case of any dispute between the Customer and the landlord/ the society the Supplier reserves the right to discontinue the supply forthwith.
 - The Customer shall permit the Supplier/its authorized representative access to the Premises for the purpose of laying pipelines and making installation and also to alter or replace any pipeline, installation or equipment including the meter, if the Supplier in its discretion determines the same to be necessary or expedient. The Customer shall also make available adequate space for installation of the meter. The Customer shall ensure access to authorized personnel of the Supplier to the meter reader and other equipment installed for the purpose of supply of PNG for periodical meter readings and maintenance checks etc as the case may be.
 - The Customer shall pay the prescribed testing fees if he desires that the meter needs to be checked. Such fees shall be refunded only if meter is found to be defective. If the meter is found defective or damaged upon inspection by Supplier either suo moto or on Customer's complaint, it shall be replaced within ten days and if the meter is removed for repair or replacement, the Customer shall continue to get Gas supply and billing for the period shall be based on average of last six billing cycles. If it is established that the meter got burnt or damaged or tampered with due to reasons attributable to the Customer, he shall bear the consequent liabilities.
 - The Customer shall take all adequate precautions and adopt all safety measures to safeguard pipeline, meter and other equipment installed by the Supplier at the Customer's premises for supply of Gas. In case, Customer carries any unauthorized repair, alteration, modification directly or indirectly in the pipeline deemed to be breach of contractual terms contained herein and in such cases the Supplier shall have full right to forfeit the Security Deposit and disconnect the gas supply to the Customer. Further in case of any accident or incident on account of unauthorized repair, modification, alteration directly or indirectly to the pipeline or meter equipment or any other installations, the Customer shall be solely responsible for any loss or damage that may be caused to the property or human life. The Supplier shall not be responsible for any direct or indirect loss caused on account of any such illegal act by the Customer.
 - Other appliances like gas geyser, gas burner, suraksha pipe etc. being the responsibility of the Customer, the Supplier recommends that of the same should be of ISI mark and of a good quality. Supplier shall not be responsible in case of any incident or mishap that may occur due to usage of sub-standard appliances.
 - The Customer shall assist the Supplier in raising accurate consumption bills by making available proper meter reading through Supplier's website or by calling Supplier's customer care number.
 - On noticing any leakage of gas or burn or damage to the meter or non-functioning of the meter or damage to any of the equipment in the premises, the Customer shall intimate the same to the Supplier and the Supplier shall replace or rectify the same at the earliest.
 - The Customer shall ensure installations of approved kit and comply with safety guidelines issued by the concerned authority.
 - Customer shall be responsible for civil work required for the safety of pipelines, piping and other facilities and equipment installed by the Supplier within Customer's premises.
 - The Customer understands the rubber tube is a consumable component of PNG installation. Customer has to ensure

- change of rubber tube before the expiry. Customer shall also ensure that if at any time, during the usage/ non usage of PNG connection, any damage is detected in the rubber tube, PNG supply should be stopped immediately and a request for replacement of damaged rubber tube with applicable charges should be placed with the Supplier. No request for compensation/ adjustment in the PNG consumption bill on account of leakage of gas caused due to damage of rubber tube shall be entertained.
- 8.12. As per the Gujarat Stamp Act, 1958 if any stamp duty is payable, it will be borne by the Customer.
 - 8.13. It shall be the duty of Customer to point out immediately to the Supplier any defects or leakage in PNG supply.
 - 8.14. For any alteration or modification to an existing connection, the Customer shall request the Supplier in the format prescribed by the Supplier. Customers shall have to pay the non-refundable charges to the suppliers as determined by the Supplier. The Supplier will examine the technical feasibility and cost of carrying out such alteration/modification and provide the Customer with the estimate of the charges to be borne by the Customer in relation to such alteration. The Supplier will undertake the alteration subject to technical feasibility, only once the Customer approves the charges estimated by the Supplier. If the Supplier rejects the application for modification on technical or safety considerations, it shall inform the Customer of the same in writing. The Customer shall not modify / alter the connection by himself. If it is found that, the connection has been modified / altered / tampered in part or whole by the Customer, Supplier at its sole discretion, may discontinue the supply of PNG / may levy penalty / may forfeit the Security Deposit. Supplier's decision in such matters shall be final. Such an act may also invite punitive action as prescribed under the law of the land since this involves public safety.
 - 8.15. In case of any disagreement with vendor / contractor or plumber, the Customer is required to contact the Supplier's customer care centre office. The Supplier shall not be responsible for any direct dealings involving cash/other instruments that the Customer may have had with any person/vendor/contractor or plumber.
 - 8.16. The Supplier is not responsible for any money transaction done by the Customer with any worker/ or any other person without the consent of the Supplier's customer care centre. It will be the responsibility of the Customer to collect payment receipt before leaving the customer care centre.
 - 8.17. The Customer shall be responsible for any loss or damage to installations/equipment as installed by the Supplier at the premises of the Customer. In case the meter is found to have been tampered with, the Customer shall be held responsible and all cost and losses for the replacement of the meter/ Supplier's equipment shall be recovered from the Customer. The Supplier may at its discretion permanently disconnect the connection of such Customer, and in such circumstances the Security Deposit and Consumption Deposit shall not be refunded.
- 9. Property/ Ownership:**
- 9.1. All piped work fittings, meter and other materials used for the purpose of supply of PNG upto and including the appliance valve shall be provided on its own by the Supplier and shall remain the property of the Supplier and the Customer shall remain the custodian of such properties. The Customer shall have no claim or ownership right in or right to use the property or the infrastructure of the Supplier, except as provided herein and the Customer cannot subject the property to any lien or mortgage or charge or attachment. The Supplier shall be entitled to use its property to supply PNG to more than one Customer. The manner and mode of Supply of PNG is at the absolute discretion of the Supplier.
 - 9.2. The Customer shall permit the authorized representative of the Supplier to enter upon the Premises for the purpose of meter reading, inspection and maintenance check-ups. The Customer shall verify the identification of such authorized representative prior to permitting such persons access upon the Premises. The Supplier shall not be liable for the acts of unauthorized persons claiming to act on behalf of IRM.
 - 9.3. Customer shall not himself interfere or permit interference with pipes, equipment and other installations provided for supplying gas. The Supplier shall, without prejudice to other rights, be entitled to disconnect the PNG connection without giving any prior notice and shall be entitled to recover suitable compensation for damage caused to the equipment by the Customer apart from forfeiting the Security Deposit.
 - 9.4. The Customer shall not adjust, clean, repair, replace or otherwise handle any of the pipes, installations and other equipment. The Customer shall immediately intimate the Supplier if any damage of the pipes, installation and equipment is noticed at the Customer's Premises.
 - 9.5. All the above ground pipelines shall be exposed and they will all be painted with "GOLDEN YELLOW" colour. Customer will not tamper or change the colour of the pipeline.
- 10. Warranty of Supplier:**
- 10.1. The Supplier shall refund the amount of Security Deposit and Consumption Deposit, if any paid by Customer in case the Supplier, upon its assessment of techno- commercial feasibility concludes that it is not feasible to supply PNG to the Customer. In all such cases, the decision of the Supplier shall be final. Refund, without interest, will be made only through cheque in favour of the Customer or any other person as designated by the Customer in writing. Refund, without interest, shall be made within three months of Application along with reasons for rejection in writing.
 - 10.2. The Supplier shall take all reasonable steps to provide the Customer with PNG of consistent and satisfactory standard. However the Supplier shall not be responsible for any delay, loss, cost or inconvenience arising due to any reason beyond the control of the Supplier or for suspension of supply for maintenance or repairs etc.
- 11. Termination:**
- 11.1. Without prejudice to other rights of the Supplier in law or under these terms and conditions or otherwise, the Supplier may at any time, immediately and without notice terminate the PNG supply of the Customer, if:
 - i) his supply is permanently discontinued or
 - ii) Customer's failure to pay the Supplier any sum due to the Supplier under these terms and conditions continues for two billing cycles.
 - iii) the Customer fails to comply with any of its obligations and/ or commits any breach of the covenants or conditions on his part to be observed, performed or fulfilled; or
 - iv) the Customer dies and his legal heir do not submit to the Supplier the necessary documents as required by the Supplier on happening of such an event, or becomes insane or insolvent; or
 - v) the particulars as furnished by the Customer in the registration form are found to be false or incorrect; or
 - vi) PNG is not consumed by the Customer, without permission of the Supplier, for a continuous period of 26 weeks; or
 - vii) the Customer tampers/ modifies / alters the Supplier's property including meter; or
 - viii) the annual admin charges are not paid within two billing cycle; or
 - ix) this Application is not accepted or supply of PNG is withdrawn permanently,
 - x) The Customer fails to surrender Liquefied Petroleum Gas(LPG) connection obtained from Government Oil Company within sixty days of obtaining PNG connection from the Supplier.
 - 11.2. The Customer shall in case of any intended non- usage of gas for a continuous period of 26 weeks intimate the Supplier and the Supplier may at its discretion permit such non-usage. In such case, the Customer shall be liable to pay the minimum usage charges as specified under clause 6.5 hereof to the Supplier.
 - 11.3. In case of temporary disconnection requested by Customer, other than under 11.2 above, customer shall be liable to pay temporary disconnection charges. The Supplier may charge maintenance costs for the connection but the Security Deposit shall not be refunded.
 - 11.4. Customer may, at any time, by written notice of one month to the Supplier request termination of PNG supply. The notice shall be accompanied by the original receipts of payments made towards the payment of Security Deposit and Consumption Deposit. The Security Deposit and Consumption Deposit would be released after deducting the any dues recoverable from the Customer, if any, after taking the meter and other fittings in the safe custody of the Supplier. Cost of any disconnection / dismantling shall be recovered from the Customer by the Supplier.
 - 11.5. In the event of termination of Gas supply, without prejudice to other rights of the Supplier, the Customer shall be liable to pay all amounts due and payable by the Customer to the Supplier upto the date of termination of Gas supply and costs due.
 - 11.6. In the event of termination of PNG supply / connection, the Supplier shall, at the cost of the Customer, remove all the pipelines, installations and equipment installed by it for the supply of PNG including extra pipe. After all dues are cleared and the meter and allied equipment have been removed in proper and undamaged working condition, the Security Deposit and Consumption Deposit shall be refunded in case of termination under 11.3 hereof.
- 12. Reconnection:**
- 12.1. After termination/ stoppage of the Gas supply, if the Customer applies for the reconnection of Gas supply, re-connection/ re-commissioning charges (as determined by the Supplier) shall be borne by the Customer. Reconnection will be at the sole discretion of the Supplier.
 - 12.2. The Customer shall submit fresh application in order to reconnect the supply and shall again pay the Security Deposit and Consumption Deposit.
- 13. Shifting or Demolition of Residence:**
If a registered Customer desires to shift from the present Premises to a new place of residence, the Supplier will, subject to acceptance of terms and conditions by the Customer, provide PNG connection on the terms as may be applicable to the Customer, subject always to technical feasibility, safety consideration and payment of charges determined by the Supplier, subject to the condition that the Customer shall not remove, shift, dismantle, modify, after the meter and/ or any other pipeline installations including copper piping etc., without prior written approval the Supplier, at the old place of residence. In case of complete demolition of a Premises with an existing domestic connection, the Customer shall notify the Supplier to disconnect the connection and remove the meter and other equipment, at least 30 (thirty) days prior to such demolition. The Customer shall give a one month prior written notice of any such shifting/ demolition and shall agree to pay the charges (as determined by the Supplier) in the event of such shifting/ demolition.
- 14. Transfer of the connection to New Name:**
- 14.1. The Supplier may permit transfer of PNG connection from one name to another name in the event of sale/ purchase of the property, demise of the registered Customer etc. The transfer is permitted subject to submission of necessary documents, as may be required by the Supplier and will be effective only upon full satisfaction by the Supplier. The transfer of PNG connection will be permitted subject to payment of applicable transfer charges by the Customer to the Supplier. In case transfer of PNG connection to the legal heir of the Customer, upon the demise of the Customer, no transfer charges are liable to be paid. The transfer of PNG connection from one name to another is subject to the submission of various documents as may be required by the Supplier. In the event of change in ownership of Premises the Customer will provide such documents as may be necessary to enable verification of change in ownership and shall be accompanied by a consent letter from the existing consumer in whose name the connection is registered.
 - 14.2. The Customer shall inform the Supplier before any change of ownership of Premises and clear all pending arrears and apply for no dues certificate. If such Customer is applying for transfer of the Connection he shall pay the requisite charges.
 - 14.3. Where a Customer has purchased a property with Gas connection lying disconnected, he shall apply to the Supplier for no dues certificate, if not obtained earlier by the previous owner.
 - 14.4. The new owner of the premises may apply to the Supplier alongwith necessary documents and Security Deposit & Consumption Deposit.
- 15. Liability/ Indemnity:**
- 15.1. The Customer shall indemnify and keep the Supplier indemnified from and against any action, claim, proceeding, loss or damage that may be suffered or incurred by the Supplier on account of any dispute with the landlord/ society or any statutory authority for laying of pipelines, equipment and other installations for the Gas supply and in case of any event as aforesaid, the Customer shall pay to the Supplier all costs for the removal of the pipelines, equipment and other installations for the Gas supply.
 - 15.2. In case of theft of Gas supply by Customer, the Supplier shall have the right to disconnect the supply and seize all material evidence from Premises and file a case against the Customer.
 - 15.3. In case it is found that the domestic gas is being used for commercial/ other purposes, the Supplier reserves the right to take differential amount at prescribed penal rates from the Customer from the time such usage first started. In case the Customer refuses to pay, the Supplier reserves the right to disconnect the connection of such Customers. The rights under this contract are not transferable or assignable.
 - 15.4. The Customer shall be liable for any loss or damage, caused to pipes, equipment, meter or installations whether caused on account of negligence by the Customers or its associates or agents, theft, sabotage or otherwise howsoever.
 - 15.5. The Customer shall be deemed to be in exclusive possession and control of the PNG once PNG enters the boundary of the premises of the Customer and thereupon the Customer shall be solely liable for any leakage or for any damage caused to any person or property as a result thereof. Amount payable, if any due to leakage in rubber hose or home appliances, is nonrefundable and shall be the responsibility of the Customer. Notwithstanding discontinuation of supply, the Customer shall indemnify the Supplier against all losses, damages, actions or claims that may be suffered or incurred by the Supplier due to any reason attributable to the Customer.
 - 15.6. The indemnity provisions shall be enforceable notwithstanding termination of Gas supply.
- 16. Disclaimer:**
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 the delay in performing any provisions under the terms & conditions mentioned herein; or if the same is caused due to or results from force majeure events such as act of God, war, revolt, riot, fire, sabotage, hostilities, national emergencies, civil disturbances, embargo or any other law promulgation, regulation or ordinance whether Central or State or Municipal, natural calamities direct or indirect consequences of acts of terrorism, commotion, any civil or military war, 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.
- 17. Amendment:**
- 17.1. The Supplier reserves the right to amend/modify/delete/add any or all of the terms and conditions without prior notice to the Customer solely at the Supplier's discretion and the same shall be binding on the Customer from the date of its uploading on the Supplier's website.
 - 17.2. The Supplier shall also be entitled to frame, modify and revise the general conditions of supply, applicable to all the domestic Customers. Such general condition framed and revised from time-to-time shall be binding on the Customer and shall be deemed to be part and parcel of this contract. These general conditions shall be updated on supplier's website. In case of any inconsistency, these general conditions shall prevail over the terms and conditions stated herein.
- 18. Assignment or transfer:**
The Supplier reserves the right to assign or transfer all or any of its rights and obligations to any other body corporate by giving public or individual notice to the Customer.
- 19. Terms binding on successors/ representatives etc.:**
- 19.1. These terms and conditions shall be binding on legal heirs, successors, administrators, transferees and assigns of the Customer.
 - 19.2. These terms shall be deemed to be binding on all the members staying along with the Customer in the said Premises and they shall be liable jointly and severally for breach of any terms and condition of this contract as if they were Customer themselves under this contract.
- 20. Notice:**
Any notice to the Customer will be sent to the address of the Customer stated in his application.
- 21. Disputes:**
All disputes arising out of this contract shall be referred to the sole arbitrator appointed by the Supplier. The seat of Arbitration shall be Ahmedabad unless decided otherwise by the arbitrator. However in case of any application or appeal to be preferred under the Arbitration and Conciliation Act, 1996, the courts at Ahmedabad would only have the exclusive jurisdiction.
- 22. Undertaking:**
In terms of notification G.S.R. 655 (E) issued by Ministry of Petroleum and Natural Gas, the Customer hereby undertakes to surrender the Liquefied Petroleum Gas (LPG) connection, if any, obtained from Government Oil Company within sixty days of obtaining PNG connection from the Supplier, failing which the Supplier shall have absolute right to disconnect the PNG connection provided to the Customer.
- 23. Confidentiality:**
All information provided by the Customer, including contact details, will be used by the Supplier to communicate with the Customer and for the purposes enumerated in these terms and conditions. All/part of the information furnished by Customer may be disclosed as required by the law and government policies/requirements. It will be the responsibility of the Customer to get his mobile/phone no. updated in the Supplier's records.

All rules, regulations and charges mentioned above are subject to change in future solely at Supplier's discretion.

DECLARATION

I confirm that I am authorized to make this application to IRM Energy Pvt. Ltd. for supply of piped natural gas. I do hereby declare that I have read and understood the above mentioned terms and conditions including the charges and rates stated therein and state that they are reasonable and I hereby accept the same in its entirety, irrevocably & unconditionally and accordingly put and subscribe my hand to those terms and conditions.

Signature of Customer _____

Date _____

Name of Customer _____