The Terms And Conditions Between M/S Aavantika Gas Limited (Thereinafter Referred To As "Supplier") And The Applicant (Herein After Referred To As "Customer") For The Supply Of Piped Natural Gas, Are Stated Below:

- 1. "Supplier" means Aavantika Gas Limited.
- 2. "Customer" means the applicant for a domestic Piped natural gas (PNG) connection
- 3. "PNGRB" means Petroleum and Natural Gas Regulatory Board
- 4. "Last Mile Connectivity (LMC)" means equipment's and installations used for providing PNG connections as defined in PNGRB regulations 2008.
- 5. "SCM"(standard cubic meter) means a quantity of GAS required to fill One (01) cubic meter of space when the GAS is a at absolute pressure of Seven Hundred and Sixty (760) millimetres of mercury and a temperature of Fifteen (15) degrees Celsius.
- 6. Payable Services and charges: means a schedule of applicable charges updated on AGL website (www.aglonline.net) from time to time, to be paid by the customer to AGL for availing various services requests.

## **Suppliers Right and Obligations**

- 1. After the receipt of the duly completed form together with the required interest free refundable security deposit, the Supplier shall commence to take steps to provide the PNG connection to install the connection within reasonable time from the date of registration, subject to the availability of access to the Customer's premise.
- 2. The Supplier shall supply the gas at a pressure approximately 21 millibar to all the domestic customers and maintain the maximum flow rate of .75 SCM per hour for kitchen application only. However, the flow rate may change for any additional applications.
- 3. The Supplier reserves the right to select safe and best possible pipeline route to provide PNG connection to individual residential units having necessary safety and statutory clearances.
- 4. The Supplier shall convert the existing LPG burners to make it compatible for use of PNG for the first stove/appliance. Any subsequent conversion would be carried out on payment of applicable as prevailing at the time of receipt of the request.
- 5. PNG Connection will be provided within three months (90 Days) from the receipt of completed approved application form along with the security deposit, provided consumer is located within the gasified area in the approved network plan of the entity and required permissions are obtained as mentioned in the Gazette of India, by PNGRB.
- 6. Change of pricing is reserved with supplier and same can be done from time to time. For Information of Rates and Slabs, Please Visist AGL website(www.aglonline.net).
- 7. Meter reading shall be taken during the period commencing up to 10 days prior to the last day of respective billing cycle. Bi monthly bill shall be raised on the customer on the basis of actual meter reading converted into standard cubic meter (SCM) by applying correction factor. In case, in spite of best effects the meter reading is not recorded due to any reason at customer's end, a provisional bill will be raised based on the average consumption and the difference in the amount if any will be adjusted in the next bill on the basis of actual meter reading obtained. In such case, if the customer desires the bill based on the actual meter reading, he/she may inform the current meter reading to the supplier within 5 days from the last date of respective billing cycle through AGL website aglonline.net
- 8. Bill payment Modes: E- bill payment mode/ cheque/ Cash as depicted on our AGL website.
- 9. The supplier will take appropriate action based on the time lines of the information so received shall be treated as new connection. However, extension in the kitchen on the same floor can be provided with extra charges (Non-Refundable) as prevailing.
- 10. The modification of existing PNG installation may be carried out on request of the customer along with the payment of applicable charges (non-Refundable) as prevailing.
- 11. If the banking instrument issued by the customer gets dishonoured for any reason, administrative charges of Rs 200/- + applicable taxes shallbe 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 and bankers' charges against the customer for the said dishonour.
- 12. The supplier shall not use Customer information obtained for a purpose other than for which it was obtained. The supplier shall not disclose customer's information to any person/entity other than the Petroleum & natural Gas Regulatory Board (PNGRB), Central and State

Governments and other statutory authorities without consent of the customer in writing except for the following purposes:

- a) Billing or Marketing Operations
- b) Law Enforcement
- 13. On completion of RFC (Ready for Conversion) if the conversion of gas connection does not happen within one (01) month from the RFC date, then an amount Rs 50/- applicable tax would be charged per month on RFC ageing going above 30 days.
- 14. Supplier shall take reasonable steps to ensure a regular and consistent supply of Customer. However, in the event of any interruption due to force majeure like natural calamities, war and other unforeseen events etc. beyond the control of supplier, the customer shall have no claim whatsoever, for the interruption of the supply. However, the supplier, as a prudent City Gas Distribution company shall make all efforts to restore the PNG supply at the earliest.
- 15. Customer will be billed for a minimum of amount of Rs 100/- in a billing cycle (Every Two month), in case the billed amount for gas quantity consumed is less than Rs100/-+ applicable taxes billing cycle.
- 16. The supplier shall inform the PNG customers of the affected society/ area/colony of any planned shutdown for undertaking maintenance activity in their respective areas.
- 17. If the customer registers for more than one connection at the same address and apply for disconnection of any of them during or after execution of work, then in such case customer will be eligible for only 15 meters of GI pipe per connection and the cost of extra pipe above 15 meters for continuing of any of the remaining connection shall be payable @Rs 350/+GST per meter by customer in his next bill.

## **Customer's Rights and Obligations**

- 1. Customer shall submit submit/Demand draft/ Pay Order/ Online Payment of Rs 500/- as application fee along with the application form for PNG Domestic Connection.
- 2. At interest free refundable security deposit of Rs 4500/- or 400/- per domestic connection shall be deposited at the time of registration through Cheque/DD/PO/NEFT payable at par in Indore in favour of "Aavantika Gas Limited" towards the security of the equipment and facilities as defined in the PNGRB Regulations 2008.
- 3. Refundable Gas consumption Deposit of Rs 100/- per registration at the time of registration.
- 4. The customer shall bear the cost as per "Payable services and Charges" as stated on AGL website (ww.aglonline.net) for Gl/Cu pipe in excess of 15 Meters excluding the rubber tube, AGL shall finalize the meter location and any charges towards extra pipeline shall be charges @Rs 350/-+ GST (As applicable) per meter.
- 5. It shall be responsibility of the customer to provide access to the routes as decided by the supplier for laying of pipeline inside the boundary wall of the premises of his/her residence. However, in case of flats located in multi storey housing societies, the customer shall arrange NOC, if required for laying of pipelines, through the common portions/ areas/walls inside of such housing complex, from the person/society concerned. In the event of non-receipt of such clearances in a reasonable time from supplier shall cancel the registration and refund the security deposit.
- 6. The customer undertakes to provide the supplier with the proof of requisite safety and statutory clearances from the competent authority as required at the time of registration. The customer is under obligation to provide the proof of ownership/tenancy of the premises to the satisfaction of the supplier at the time of the registration form.
- 7. The customer shall make use of PNG supply for domestic purposes only and that too in the registered premises only and shall not re-supply to any other person or persons or property under any circumstances.
- 8. All fittings &equipment's as provided by the supplier for the purpose of supply of PNG shall remain the property of the supplier. The customer shall remain the custodian of such properties and shall ensure the safety of these equipment's.
- 9. The customer will not permit interference with PNG equipment and supply line by any person not authorized by Aavantika Gas Limited, only suppliers authorized representative will have access to rectify any problem and maintain the equipment. Any unauthorized concealing/tampering/relocation of PNG installation is not permitted. In such cases, the supplier would forfeit the security deposit of Rs 4500/- or 400/- the supplier reserves the right to discontinue PNG supply in such case PNG equipment shav been interfered with.

- 10. The customer shall ensure access to the meter reader, authorized by Aavantika Gas Limited, for periodical meter readings and maintenance checks.
- 11. Consumer connection is liable to get disconnected:
  - a) Consumer fails to pay the supplier any sum due to the supplier under the Terms and Conditions.
  - b) Consumer fails to comply with any of the obligations or commits any breach of the covenants.
  - c) Consumer passes away & the successors do not submit the supplier necessary documents within reasonable time as required by the supplier.
  - d) Particulars furnished by the consumer in the applicant are found to be false or incorrect.
  - e) Gas connection is found under temporary disconnection/gas is not used for more than 2 years.
  - f) In the event of termination of gas supply, without prejudice to other rights of consumer to supplier up to date termination of Gas Supply and costs due.
  - g) AGL is unable to access the PNG installation/meter installed at the premises for prolong period, even after repeated efforts/attempts.
- 12. Consumer shall be liable for the payment of any loss or damage caused to pipes, equipment's or installations caused on account of negligence by the consumer or its employees or agents, thefts, sabotage or otherwise howsoever.
- 13. The customer shall ensure the correct and timely payment of gas consumption bills. Which shall also include, the LMC charges, and/or Network Tariffs, decided from time to time in accordance with the PNGRB Regulations 2008. Customer shall make full payment, against the bill raised by the supplier within 15 days from the date of billing. Any default in the payment of bill will attract a penalty interest of 2 percent per month or Rs 25 whichever is higher. Non-receipt of PNG consumption bill shall not be sufficient ground for non-payment of bills. In case of customer has not received bill he/she is under obligation to obtain a duplicate copy of same from supplier.
- 14. In case the customer fails to pay consecutive bills, gas supply will be discontinued without any notice. The supply shall only be resumed by Aavantika Gas Limited after clearance of all the outstanding bills with applicable interest. A minimum amount of Rs 100+ applicable tax shall be charged as reconnection charges to cover the expenses involved in disconnecting and reconnecting the supply, in such cases supplier reserves the right to resume PNG supply with smart card enabled metering system.
- 15. All the payments shall be made as per the modes evolved by the supplier from time to time
- 16. The customer in addition to the unit cost of gas has to bear and pay taxes levied as applicable from time to time.
- 17. Supplier may install a smart card enabled gas meter as part of PNG installation and the same shall be acceptable by the customer without any objection.
- 18. In case the customer desires to surrender the PNG connection permanently, the customer would be required to lodge a request for permanent disconnection along with the applicable charges. The charges towards such permanent disconnection shall be as per the "Payable services & charges" as stated on AGL website. Necessary supporting document may be asked by AGL at the time of receiving such request. The security would be released after deducting the final bill amount and other dues. If any, after taking the meter and other fittings in the safe custody of AGL. The temporary disconnection request may be lodged at our customer care and the charges for the same shall be applicable as per" payable service and charges" as stated on AGL website(www.aglonline.net).
- 19. Customer understands that rubber tube is a consumable component of PNG installation. Customer is advised to get it replaced annually as applicable from time to time. 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 not be entertained.

- 20 (a) To promote PNG registrations, AGL may launch incentive schemes which shall be applicable as per the T&C of the scheme, updated on AGL website (www.aglonline.net). AGL may review the applicable rates/tariff for all such promotional registration schemes, as and when required, and the same shall be binding upon the Customers.
- 20 (b) No cash payment under any circumstances shall be made by the Customer, say it towards the initial security deposit, bill payment, penalty/ interest charges or against any other payable services. AGL shall not be responsible for any payment by Customer in cash or to any unauthorized person.

## General

- 1. Supplier reserves the right to reject any application for registration by installation intimating the basis for rejection of the application to the applicant.
- Supplier reserves the right to provide an additional PNG connection for use in heating and cooling application (i.e., domestic geyser and air conditioner) on request of the customer along with the payment of applicable charges (non-Refundable) as prevailing at the time of receipt of such request and additional connection for gas based gensets for domestic supply purpose.
- 3. Prices of domestic PNG are subject to change and supplier reserves the right to revise the prices from time to time.
- 4. The supplier reserves the right to revise LMC charges and Network tariff for the last mile connectivity (LMC) at any such charges and tariffs would be in accordance with the PNGRB Regulations 2008.
- 5. After sales services shall be provided by AGL on payment of applicable charges as per "payable services and charges" stated on AGL website www.aglonline.net.
- 6. The consumer can access the details of O&M charges for every request on supplier website www.agonline.net
- 7. Supplier reserves the right to amend/ modify any or all of the terms and conditions with intimation to the customer through website or any other medium.
- 8. The supplier reserves the right to supply PNG to other customers through the same pipeline at any point there in up to the meter outlet/isolation valve without affecting the customers PNG supply.
- 9. Notwithstanding any other court(s) having jurisdiction to try these suits out if this agreement. Only court of Indore shall have exclusive jurisdiction to try such suits to exclusions of all other courts in the country.

## **Declaration**

I do hereby declare that I have read and understood the above-mentioned terms and conditions of Aavantika Gas Limited for PNG Supply at my premises and I hereby accept the same in its entirely. I acknowledge the receipt of the copy of the above terms and conditions and further I agree to abide the terms and conditions of Aavantika Gas Limited and accordingly put and subscribe my hand to these terms and conditions as prevailing at the time of providing of such facility.