



Sabarmati Gas Ltd.

(A Joint Venture of GSPC & BPCL)

Corporate Office : Plot No. 907, Sector-21, Gandhinagar – 382 021.

AGREEMENT FOR THE SUPPLY OF PIPED NATURAL GAS (PNG) TO COMMERCIAL / NON-COMMERCIAL CONSUMERS (“AGREEMENT”)

The following Terms and Conditions will apply and govern the supply of Piped Natural Gas to Commercial / Non Commercial Buyer(s) of SABARMATI GAS LIMITED (herein after referred to as the Seller).

1. DEFINITIONS

- (i) “Application” means the request for a Piped Natural Gas (PNG) Connection in the prescribed format / form of Sabarmati Gas Ltd. and duly filled and signed by the Buyer.
- (ii) “Buyer” means a Commercial / Non Commercial Consumer(s) requiring gas for Commercial / Non Commercial purpose based on the type of connection requested for in the Application form.
- (iii) “Connection” means installation of combination of one or more pipelines, related fittings, valves, regulator, meter, etc. in Buyer’s site in order to be able to supply gas to Buyer.
- (iv) “Gas” means Natural Gas supplied / to be supplied through pipelines by the Seller.
- (v) “Site” means the property or establishment owned or occupied by the Buyer to which the Seller is supplying Gas or plans to supply gas.
- (vi) “Tariff Card” means a document issued by SABARMATI GAS LTD. indicating inter-alia registration deposit, Connection Charges, Gas price, renewal charges and any other charges prevailing at the time of billing indicating the payments to be made by Buyer to the Seller subject to revision without any prior notice. Words importing the masculine gender shall, where the context so admits, include the feminine gender or neutral gender. Words importing the singular numbers shall where the context so admits, include the plural number.

2. SUPPLY OF GAS :

- 2.1 The supply of Gas would be made, at the discretion of Seller and Seller shall at any time, be entitled to withdraw the supply of Gas to the Buyer.
- 2.2 By execution and submission of the Application to the Seller, the consumer shall be deemed to have unconditionally agreed to and accepted supply of Gas on the terms and conditions herein contained, and these terms and conditions shall constitute a binding Agreement between the Seller and the Buyer.

3. USE OF GAS :

- 3.1 It is agreed upon between the Seller and the Buyer that the Buyer shall :
 - (i) Use the Gas only as the fuel as per the type of connection requested for in the application form at the site and shall not permit / along the gas to be used for any other purpose.
 - (ii) obtain the specific prior written permission of the Seller for change in use and/ or for installing any equipment such as geyser, air conditioner, gas booster, fans, compressors, or other equipments and / or modification / alterations / transfer of the connection.

- 3.2 The Buyer shall not, re-supply or re-sell the Gas to any other Site or permit any other person, or party to use the Gas.

4. CONNECTION OF GAS :

- 4.1 On submission of the Application and payment of the registration deposit and installation charges as per the actual connection cost, the Seller or its representative will carry out at technical survey of the Site.
- 4.2 On completion of the technical survey, the Seller shall determine the location and manner of laying the pipeline and installation of the regulator, meter and other equipment(s) for supplying the Gas as per the prevailing engineering norms and pressure regime in the seller’s pipeline network. The installation of such equipments shall be undertaken by the Seller or it’s authorized representative.
- 4.3 The supply of Gas shall commence after necessary testing as may be required by the Seller, subject to necessary approvals and permissions, being received along received with the balance payments received from the buyer as charges towards the cost of providing the connection as well as payment security.
- 4.4 It will be at the discretion of the Seller to supply gas to other Buyers, through the same gas pipeline network, from any point upto the upstream of the gas meter of the Buyer.

5. CHARGES / CONTRIBUTION :

- 5.1 (i) All Registration for Commercial / Non-commercial Buyer(s) shall be valid only after receipt of registration deposit and completion of all formalities by the Buyer.
 - (ii) The Charges for the commercial / Non-commercial gas connection shall be charged at actual depending upon the typical material requirements on case-to-case basis. The cost of conversion of the Buyer’s equipments / burners and internal piping after the gas meter etc. shall not be in the scope of the Seller. The cost of conversion of equipment / burner etc. is not included in the cost of connection and it is not in the scope of work of the Seller.
 - (iii) Gas connection shall be provided subject to the availability of the gas pipeline network and technical feasibility in the concerned area / locality. In case of any dispute, the Sellers decision shall be final and binding upon the Buyer.
- 5.2 The connection charges and gas price in various consumer segments like commercial / non-commercial will be determined by the Seller. This charges may be

subject to revisions from time to time, without prior notice to the Buyer.

- 5.3 The registration deposit will be refunded in full without any interest payable by the Seller, only if;
 - (i) upon the technical survey (referred above) to the Seller determines for the connection of gas can not be provided.
 - (ii) If the seller cannot be commenced supply of gas after it laying of the pipelines or installation of equipments within a reasonable period.
- 5.4 The decision of the Seller, in regard to refund of the registration deposit, shall be final and binding upon the Buyer. The registration deposit shall be returned to the Buyer subject to reasons as stated in 5.3 above.
- 5.5 All cess, 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 Gas shall be passed on and be payable by the Buyer.
- 5.6 For any extension / modification, relocation / alteration of the pipeline / meter / regulator or any part of the Connection, the Buyer shall request the Seller in the format prescribed by the Seller or by a written request. The request shall be considered by the Seller and subject to the technical feasibility and receipt of advance payment for the said changes are undertaken by the Seller. The charges for the same may be decided by the Seller. In no case, the Buyer shall have the right to modify / alter the Connection without prior consent of the Seller. In the event it is found that the Connection has been modified / altered / tampered in part or whole, the Seller at its sole discretion may discontinue the supply of Gas. The decision of the Seller shall be final and binding upon the Buyer.

6. BILLING AND PAYMENT :

- 6.1 The quantity of Gas supplied to the Buyer shall be measured through the meter(s) to be installed by the Seller. In the event of failure of the meter(s) to record correct consumption, the quantity of Gas consumed by the Buyer shall be determined on the average consumption of last three months or on any other basis as determined by the Seller. The decision of the Seller as to the quantity of the Gas supplied to the Buyer shall be final.
- 6.2 An invoice shall be sent on a monthly basis i.e. once in a month (for Commercial/ Noncommercial customers) or as determined by the Seller at the prevailing Gas price in the particular period. (The invoice shall include all other taxes, cess, duties and levies) payable for the relevant period by the Buyer. The period and manner of billing can be changed at the discretion of the Seller. All invoice amounts are required to be paid in full by the Buyer within the stipulated time frame as indicated in the invoice.
- 6.3 The Seller reserves its right to vary the period / frequency and manner of billing from time to time without prior notice to the Buyer. Every invoice shall be paid in full on or before its due date by the Buyer or else Seller has the right to stop the Gas supply without any prior notice to the Buyer.

On making late payment, the Buyer shall have to pay delayed payment charge at rates specified by the Seller from time to time.
- 6.4 The Buyer shall pay annual renewal charges and any other charges as may be decided by the Seller from time to time.
- 6.5 In case of dishonor of any cheques for any charges payable to Seller, the Buyer shall without prejudice of the other rights of Seller hereunder or in law, be liable to pay to Seller such charges as specified by Seller.
- 6.6 Buyer shall be bound to make payment of Gas invoice in full on or before the due date even in the cases where the Buyer has lodged any complaint or raised any dispute with respect to the Gas supply or otherwise. In case of any dispute or any discrepancy with respect to amount of invoice, the Buyer shall be required to lodge his complaint within 7 (seven) days after the payment is made. Seller reserves the right to stop Gas supply without any prior notice in case of non-compliance with the above by the Buyer.
- 6.7 If the due date for making payment of any charges or invoice is falling either on Sunday or holiday then the same shall be considered to be due on the previous day of the holiday.
- 6.8 The Buyer shall at all times from the date of supply of Gas till the expiry or termination of this Agreement will pay and maintain payment security to the Seller. The Seller would not pay any interest on the payment security to the Buyer.
- 6.9 The payment security shall be delivered to the Seller before the date of supply of Gas.
- 6.10 The payment security shall be deposited decided by the Seller.
- 6.11 The Seller would adjust any unpaid amount from payment security, if the Buyer fails to pay any sum due and payable by the Buyer under this Agreement. The decision of the Seller shall be final and binding upon the Buyer.
- 6.12 Subject to no unpaid amount from the Buyer, the payment security will be refunded to the Buyer after expiry or termination of Agreement, without any interest on this amount.

7. OBLIGATION OF THE BUYER:

- 7.1 Prior to the commencement of Gas supply, the Buyer shall at its own cost obtain all necessary consents, approvals and permits from all relevant authorities, as may be required to obtain the Gas Connection. It will be the sole responsibility of the Buyer to obtain all such “No Objection Certificates” (NOC’s).
- 7.2 The Buyer shall permit the Seller’s authorized representative to access the Site for the purpose of laying pipelines and undertaking installation and also to alter or replace any pipeline, undertake any inspection, installation of equipment if the Seller in its discretion determines the same to be necessary or expedient.





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- 7.3 In case the Site is a tenanted property or is situated in a building belonging to a society the permission or No Objection Certificate of the landlord / society, if any, required shall be the responsibility of the Buyer. The Seller reserves the right to discontinue the Gas supply in the event of any dispute between the Buyer and the landlord/society.
- 7.4 The Buyer shall take all adequate precautions and adopt all safety measures to safeguard pipeline, meter and other equipments installed by the Seller at the Buyer's premises for supply of Gas. In case the Buyer carries any unauthorized repair, alteration, modification directly or indirectly, in the pipeline, meter, equipments installed for the purpose of Gas supply, the same shall be deemed to be breach of the contractual terms contained herein and in case of any accident/incident, the Buyer shall be solely responsible for the same. Seller shall not take any responsibility on account of the same. Seller has the right to stop the Gas supply immediately in such cases.
- 8. PROPERTY/OWNERSHIP:**
- 8.1 All piped work, fittings, meter and other materials used for the purpose of supply of Gas up to and including the appliance valve shall be provided by the Seller and shall remain the property of the Seller and the Buyer shall remain the custodian of such properties. The Buyer shall have no claim or ownership right in or right to use the property or the infrastructure of the Seller and the Buyer cannot subject the property to any lien or mortgage or charge or attachment. The Seller shall be entitled to use its property to supply Gas to more than one Buyer. The manner and mode of supply of Gas is at the absolute discretion of the Seller.
- 8.2 The Buyer shall permit the authorized representative of the Seller to enter upon the property/Site for the purpose of meter readings, inspection and maintenance check ups. The Buyer shall verify the identification of such authorized representative prior to permitting such persons access upon the property /Site. The Seller shall not be liable / responsible for the entry by any unidentified person or any imposter or person claiming to represent or act on behalf of the Seller.
- 8.3 The Buyer shall not tamper or interfere nor permit any tampering or interference with the pipes, equipment and other installations provided for the purpose of supplying Gas. Seller shall, without prejudice to its other rights, be entitled to disconnect the Connection without giving any prior notice and shall be entitled to recover suitable compensation for any damages cause by the Buyer.
- 8.4 The Buyer shall not adjust, clean, repair, replace or otherwise handle any of the pipes, equipment and other installation (including burners and meters) and other equipment. Any damage or breakdown in the pipes, installations and equipment shall be immediately intimated by the Buyer to the Seller.
- 8.5 An amount as indicated by the Seller will be charged as transfer charges for change of name in the Seller's database if change in ownership of the property / Site takes place.
- 9. GAS SUPPLY BY THE SELLER:**
- 9.1 The Seller shall endeavor to provide the Buyer with consistent and regular supply of Gas.
- 9.2 The pipelines, installations and equipment (provided by the Seller) shall be covered by a warranty of the Seller for a period of 12 months up to the meter outlet Connection for any manufacturing defects or deficiencies only. After the 12 months time-period from the date of conversion the Seller shall undertake any changes / repairs in the equipments by recovering costs as applicable for the materials from the Buyer.
- 9.3 There shall be no rebate provided to the Buyer in case of any loss due to leakage in the downstream of the meter after the installation of the Connection is complete. The Seller upon intimation by the Buyer shall rectify the leakage / problem however shall not be liable for any compensation on Gas loss.
- 10. TERMINATION:**
- 10.1 Without prejudice to the other rights of the Seller in law otherwise, the Seller may at any time, immediately and without notice terminate the Agreement with the Buyer, if:
- (i) The Buyer fails to pay the Seller any sum due to the Seller under the terms and conditions and/ or otherwise within 30 days from the due date of payment thereof,
- (ii) The Buyer fails to comply with any of its obligations and/or comm its any breach of the covenant or conditions on his part to be observed, performed or fulfilled,
- (iii) The Buyer dies and the successors and assigns do not submit to the Seller the necessary document as required by the Seller on happening of such an event or becomes insane or insolvent,
- (iv) The particulars as furnished by the Buyer in the Application are found to be false or incorrect
- (v) The Gas is not consumed by the Buyer for a continuous period of 26 weeks,
- (vi) The Buyer tampers/modifies/alters the Connection without the consent of the Seller.
- 10.2 The Buyer may, by written notice of one month to the Seller request termination of Gas supply,
- (i) In such case, no charges/contributions paid by the Buyer to the Seller shall be refunded except the registration deposit and payment security (without any interest paid by the Seller to the Buyer) subject to settlement of all pending bills and dues by the Buyer.
- 10.3 In the event of termination of the Gas supply, without prejudice to the other rights of the Seller:
- (i) The Seller may remove all pipelines, installations and equipment installed by the Setter for the supply of Gas.
- (ii) The Buyer shall be liable to pay to the Seller all amounts due till the date of termination of the Agreement.
- 11. RECONNECTION:**
- 11.1 If after termination the Buyer applies for the restart of the supply of Gas, all Connection /commissioning charges (as determined by the Seller) shall be borne and paid by the Buyer and Buyer has to complete all formalities related to new Connection.
- 11.2 Reconnection of Gas supply will be at the sole discretion of the Seller and the Setter may refuse the same, without assigning any reason whatsoever.
- 12. TRANSFER OF THE CONNECTION:**
- 12.1 The Seller permits transfer of the Gas Connection from one name to another name in the event of sale / purchase of the property, demise of the Buyer. The transfer is permitted subject to the payment of administrative charges as may be applicable, from time to time by the Buyer to the Seller. The transfer of Gas Connection from one name to another name is subject to submission of necessary documents, as may be required by the Seller and will be affected only upon full satisfaction by the Seller.
- 13. LIABILITY/INDEMNITY:**
- 13.1 The Buyer shall not use the Gas 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 the Buyer agrees to indemnify and keep indemnified the Seller from and against any loss, claim, action or proceeding that may be suffered or incurred by the Seller as a result of any such offense or violation by the Buyer.
- 13.2 The Buyer shall be liable for any loss or damage caused to pipes equipment or installations whether caused on account of negligence by the Buyer or its associates or agents, theft, sabotage or otherwise howsoever.
- 13.3 The Buyer shall be deemed to be in exclusive possession and control of the Gas once it passes the meter 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 Gas.
- 13.4 The indemnity provisions will be enforceable notwithstanding termination of Gas supply.
- 13.5 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 premises of the Buyer both on the ground and on the walls. 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 Gas to the Buyer.
- 14. 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, 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.
- 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:**
- These terms and conditions shall be binding on the heirs, administrator and assigns of the Buyer.
- 17. NOTICE:**
- Any notice to the Buyer will be sent to the address of the Buyer stated in his/ her Application.
- 18. ARBITRATION:**
- All disputes arising out of this Agreement shall be referred to the sole arbitrator appointed by the Seller, who can also appoint its employee as a sole arbitrator. The seat of arbitration shall be decided by the arbitrator. However, in case of any application or appeal to be preferred under the Arbitration and Conciliation Act, 1996, the courts at Gandhinagar would only have the exclusive jurisdiction.

DECLARATION

I confirm that I am authorized to make this Agreement to SABARMATI GAS LTD. for supply of piped natural gas. I do hereby declare that I have read and understood the above terms and conditions including the charges as applicable from time to time. I hereby accept the above stated terms and conditions in its entirety, irrevocably and unconditionally and accordingly put and subscribe my hand to these terms and conditions.

(Signature of the Buyer)

Date ____ / ____ / ____

