

PAYMENT IN CASH NOT ACCEPTED

FOR OFFICE USE ONLY

BP NO • .....

Date:

## P.O.DULIAJAN, DIST –DIBRUGARH, PIN-786602 (ASSAM)

# APPLICATION CUM AGREEMENT FORM FOR DOMESTIC PIPED NATURAL GAS CONNECTION

(To be filled in Block/Capital Letters Only)

I/We wish to register for Domestic Piped Natural Gas connection as per details mentioned below:-

NAME: Mr./Ms/Mrs. :			
Address : House No. :	Floor:		
*Street /Area / Society: * State -	<u>*District:</u>		
	*Pin code : *Contact No:		
Note: * Marks are mandatory	e-mail: Note:. E-Billing will be activated and bill will be delivered on this e -mail ID.		
<b>Type of Ownership</b> : Please tick ( Other			
Proof of Residence: (Anyone to b	OC* (to be issued by the lawful owner of the property)   be Enclosed) Electricity Bill (Latest)   Allotment Letter (From Govt. Authority or Land Owning Agency) Mutation Certificate		
Customer LPG Connection Der Do you have an LPG Connection:			
Name of LPG Distributor:	Customer No.:		
Unique LPG ID (17 Digits):			
Drawn on :	Date :		
read and understood the Terms and	Total Amount Payable Upfront EMI(Prepaid)		
* <u>NO OBJE</u>	ECTION CERTIFICATE (NOC to be Filled by the lawful Owner)		
<u>(App</u>	plicable only if the premise is not owned by the applicant)		
This is to certify that I,Mr./Ms./Mrs I have no objection, if the person applyi	am the lawful owner of the above-mentioned property. ing for PNG domestic connection as mentioned above, avails connection in his/her name from AGCL. Contact No. / Mobile No.:		
Name :			
	Authorized Signatory		

## TERMS AND CONDITIONS

### FOR SUPPLY OF PIPED NATURAL GAS TO DOMESTIC CUSTOMERS

The AGREED TERMS AND CONDITIONS BETWEEN THE Assam Gas Company Limited, (hereinafter referred to as "**Supplier**") and the applicant (hereinafter referred to as "**Customer**") for the supply of Piped Natural Gas (PNG) are stated below:

### **DEFINITIONS**:

- 1. "Supplier" means Assam Gas Company Limited (AGCL).
- 2. "Customer" means the applicant for a Domestic Piped Natural Gas (DPNG)connection.
- 3. "PNGRB" means Petroleum and Natural Gas Regulatory Board.
- 4. "Last Mile Connectivity (LMC)" means connectivity between the riser source up to the burner in the Customer's premises as mentioned in the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008.
- 5. "SCM" (Standard Cubic Meter) means a quantity of GAS required to fill 1 cubic meter of space when GAS is at an absolute pressure of seven hundred and sixty (760) mm of mercury and a temperature of fifteen (15) degree Celsius.

### **SUPPLIER RIGHTS & OBLIGATIONS:**

- 1. After receipt of duly completed registration form together with required interest free refundable security deposit, the Supplier shall commence the steps to provide the PNG connection to the Customer. The gas will be made available into Customer's premise, within the technical and safety standards, subject to availability of all requisite permissions from concerned authorities and availability of access to Customer's premise. As a prudent City Gas Distribution Company, the Supplier shall endeavour to provide the Gas connection at the earliest convenient date from the date of receipt of Application not exceeding 3 months after the realization of payment. However, Supplier shall not be responsible for any delay in providing Gas connection for the reasons and circumstances beyond its control & not attributable to the Supplier. The Supplier shall refund the interest free security deposit to the Customer in the event of non- feasibility of providing the PNG connection for reasons viz . area/premise not technically feasible, Customer asking for concealed connection, house under construction, Customer not interested, improper ventilation, neighbor, dispute, non-availability of Customer even after multiple visits or any other technical constraint / unsafe condition which the Supplier may discover at the time of installation of PNG connection.
- 2. Until and unless Supplier feels that there is a specific requirement, under normal course Supplier shall supply the gas at a pressure of around 21 millibar to all domestic Customers.
- 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 suggests that the customer use PNG burner based on availability in the market. Till such time the Supplier shall convert the existing LPG burners, to make it compatible for use on PNG for the first stove / appliance within fifteen (15) days of the PNG connection. Any subsequent conversion(s) would be carried out on payment of applicable charges on actuals at the time of conversion. If desired, the Customer may approach the OEM/Dealer for his Stove conversion, so that the conversion is done as per customer's satisfaction. The Supplier will not be responsible for any breakage/loss during such conversion activity.
- 5. Supplier currently raises <u>bi-monthly bill</u> to the Customer. However, the frequency of billing cycle may be revised by the Supplier as and when required. In case, in spite of best efforts the meter reading is not available due to any reason, an estimated bill will be raised. The Customer is under obligation to make the payments against all invoices including estimated bills, on or before the due date as prescribed in the bill. In the event of failure of meter to record correct consumption, the quantity shall be determined on the basis of average consumption for last 2 billing cycles. In such cases, AGCL's decision with respect to quantity of gas supplied at the premise shall be final & binding upon the Customer. If the Customer have any query/concern related to meter reading(s) or bill(s), (s)he may approach the nearest branch of the AGCL in his/her town. However, in no event, Customer shall withhold bills raised on him/her whether actual or estimated. Any correction in billing if needs to be carried out shall only be possible in the subsequent bills.
- 6. AGCL will charge a minimum charges in the bill towards recovery of cost of financial involvement incurred development of pipeline infrastructure for supply of gas to the domestic household. Currently, if the consumption in a bi-monthly billing cycle is less than 10 SCM, the Customer is liable to pay minimum charges equivalent to <u>5 SCM</u>

per month. These minimum charges are subject to revision by AGCL from time to time.

- 7. Each Meter shall be treated as separate PNG connection. Extension from one floor to another shall be treated as new connection. Any extension of pipeline beyond a length as contained in Point No. 2 of Customer Rights and Obligations can be provided with extra cost as determined by AGCL.
- 8. 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 at the time of attending such request. Acceptance of any such request for modification is subject to conformity of relevant technical and safety standards.
- 9. If any banking instrument under Negotiable instrument Act, 1881 issued by Customer gets dishonoured for any reason, administrative charges of Rs. XXXX shall be levied and recovered from Customer in addition to interest, if any, without prejudice to the right of Supplier to initiate appropriate legal proceedings against Customer for said dishonor.
- 10. The Supplier shall not use or disclose Customer information without his / her written consent for any purpose, other than the purpose for which it was obtained. However, the Supplier shall be obligated to disclose the Customer's information under the Express order of public authorities.
- 11. Supplier shall take all reasonable steps to ensure a regular and consistent supply of PNG to the Customer. However, in the event of any interruption due to emergency / technical snag or due to force majeure like damage of pipeline, 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.
- 12. The Supplier shall inform the PNG Customer through any channel of mass communication of the affected society/area/colony of any planned shut down for undertaking maintenance activity in their respective areas.

## **TERMINATION /SUSPENSION:**

The Supplier can suspend/terminate the Gas supply of the Customer if:

- 1. Customer fails to pay the Supplier any sum due to the Supplier under the Terms &Conditions; or
- 2. Customer fails to comply with any of its obligations or commits any breach of the covenants; or
- 3. Customer passes away & the successors do not submit to the Supplier necessary documents within reasonable time as required by the Supplier; or
- 4. The particulars as furnished by the Customer in the application are found to be false or incorrect; or
- 5. In case of any theft/fraud or any act forbidden by the law time being in force.
- 6. Gas connection is found under Temporarily Disconnection / Gas is not consumed for more than 2 years.
- 7. AGCL is unable to access the PNG installation / meter installed at the premises for a prolong period, even after repeated efforts / attempts.
- 8. In the event of termination of gas supply, without prejudice to other rights of Supplier, Customer shall be liable to pay all amounts due and payable by Customer to Supplier up to date of termination of Gas supply and costs due.

## LIABILITY / INDEMNITY:

- 1. The Customer shall use the Gas supplied by AGGL for the sole purpose of domestic purposes. Any use other than the said purpose without express consent of AGGL is prohibited. Any loss or damage to Customer himself or any third person due to such unauthorised usage of Gas is wholly attributable to Customer and Customer will be liable to indemnify and keep indemnified the Supplier from and against any loss, claim, action or proceeding that may be suffered or incurred by the Supplier as a result of any such act of the Customer.
- 2. If at any time after the connection, it is found that Gas is being used for purposes other than domestic purposes, the Customer shall be liable to pay all the bills with an additional penal rate as specified by AGCL, with retrospective effect from date of connection.
- 3. The Customer shall be liable for payment of any loss or damage caused to pipes, equipment or installations whether caused on account of negligence by the Customer or its employees or agents, theft, sabotage or otherwise, howsoever.
- 4. The Customer shall indemnify and keep AGCL indemnified from and against any action, claim, proceeding, loss or damage that may be suffered or incurred by AGCL on account of any dispute with the Landlord/Society or the Customer failing to obtain the permission of 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 AGCL all costs for removal of the pipelines, equipment and other installations for the Gas supply.
- 5. The PNG installation on at the Customer premises shall be deemed to be under the possession of the Customer. In

case of any leakage of gas/emergency, the same is to be immediately informed to the nearest branch office of AGCL or on Emergency Number 9435038145/ 18003453431. The Customer shall protect and indemnify the Supplier against all claims, demands actions, suits, proceedings, judgments and all liabilities costs, expenses, damages or losses which may arise out of or result from or which the Supplier may incur or suffer as incidental to or in connection with the supply of Gas.

6. The indemnity provisions will be enforceable notwithstanding termination of Gas supply.

### **CUSTOMER RIGHTS AND OBLIGATIONS:**

 The Customer is required to pay the following amount upfront at the time of application for new connection: Rs. 500/- as Security Deposit (Refundable) towards non-payment bill (Bill Security) Rs. 6000/- as Security Deposit (Refundable) towards Last Mile Connective (LMC). In case the Customer is interested to install smart/

prepaid meters for consumption of gas, the Security Deposit shall be Rs. 9000/- per connection (Refundable) through Cheque /DD/POS/QR Code / E-Payment(UPI payment Platforms i.e. GooglePay, PhonePe, AmazonPay, PayTM etc.) payable at par in Duliajan in favour of "Assam Gas Company Limited". The above Security Deposit shall be refunded by the Supplier on withdrawal of PNG connection by the Customer subject to completion of 4 (four) years from the date of commissioning. In case the PNG connection is withdrawn by the Customer before completion of 4 (four) years from the date of commissioning, the SD shall not be refunded. Same shall be applied for any Customer under EMI scheme after full payment of LMC cost.

#### NOTE :

- i. If the customer opts for any EMI schemes, they can refer to the Annexure –I attached with the application form.
- ii. To promote PNG registrations, AGCL may launch incentive schemes which shall be applicable as per the T&C of the scheme, uploaded on AGCL website (www.assamgas.org). AGCL 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.
- iii. No cash payment, under any circumstances shall be done by the Customer, say it towards initial security deposit. bill payment, penal/interest charges or against any other payable services. AGCL shall not be responsible for any payment made by Customer to any unauthorized person.
- 2. The Customer shall bear the cost of material & installation of 20mm MDPE pipe (from the 20mm Saddle on the mainline up to 20 x ½ inch Transition Fitting and riser isolation valve) and GI/Cu pipe in excess of 10 meters before metering unit & GI/Cu pipe in excess of 5 meters after metering unit. Supplier shall finalize the meter location and any charges towards extra pipeline shall be charged in bill, as applicable.
- 3. It shall be the responsibility of the Customer to provide access to the route as decided by the Supplier, at his/her own cost, 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 the necessary permits /NOC, if required for laying of pipelines, through the common portions / areas / walls inside of such housing complex, from the person / society concerned and shall submit the same at the time of submitting the application.
- 4. The Customer is under obligation to provide the proof of ownership of the premises to the satisfaction of the Supplier at the time of submission of the registration form. If there is any dispute arises between the Customer & the landlord/society, the Supplier reserves its right to recall the Customer to prove his / her ownership /tenancy, if he /she fails to do the same, AGGL may suspend /discontinue the gas supply forthwith. It will be the sole responsibility of the Customer to ensure that the documents submitted arc genuine and correct. AGCL shall not be responsible for any claim by Third Party at a later stage including any legal proceedings.
- 5. The Customer shall make use of DPNG for the registered premises only and shall not re-supply to any other person or property under any circumstances, which will violate safety requirement and lead to impose of penalty. The gas shall be used exclusively for domestic purposes.
- 6. All fittings & equipment 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. Customer is under obligation to follow necessary safety instructions (as shared & signed by Customer at the time of providing PNG Connection) and to immediately intimate to the Supplier any observation which he /she may feel is related to the safety of the installed Meter / Pipe /Installation / PNG equipment. All above ground pipelines shall be exposed and painted with yellow colour by the Supplier. In no case, the Customer shall tamper with or change the colour of the pipeline.

- 7. The Customer will not permit interference with PNG equipment and supply line by any person not authorized by AGCL. Only the Supplier's authorized representative will have access to rectify any problem and maintain the equipments. Any unauthorized concealing/ extension / tampering / relocation of PNG installation is not permitted and shall be solely at the risk and cost of Customer. In such cases, the Supplier shall levy penalty of Rs. 25,000 (Rupees Twenty Five Thousand) along with the sale price of gas for the quantity of gas consumed during last 12 months or the period from the commissioning of gas supply, whichever is lower. The Supplier also reserves the right to discontinue PNG supply of Customer in case the PNG equipment has been found interfered/tampered with, or on account of any other safety reason.
- 8. The Customer shall permit the authorized representative of AGGL to enter inside the premises for periodic meter reading, inspection, and maintenance related work/check-ups and for other routine PNG activities. Customer shall verify the identification of such persons before allowing them into the premises. The AGCL shall not be liable / responsible for any entry by unidentified personnel claiming to represent or act on behalf of AGCL.
- 9. The Customer shall ensure proper & timely payment of the gas consumption bills, including any other sum due to the Supplier. Customer shall make full payment, against the bill raised by the Supplier, within due date as mentioned in the invoice. Any default in the payment of bill will attract a penal interest of Rs. 1% of the outstanding amount for the postpaid Customers.

In case Customer has not received any bi-monthly Bill, it shall be the responsibility of the Customer to obtain a duplicate copy of bill from the Supplier. Customer shall notify AGCL in case of non -receipt of first gas bill if the gas supply had commenced at premises for a period more than two months.

Non-receipt of DPNG consumption bill (s) shall not be the sufficient ground for non-payment of bill(s).

- 10. In case the Customer fails to pay the gas consumption bills, including any other sum due to the Supplier, the gas supply will be suspended / disconnected. The supply shall only be resumed by AGCL after clearance of all outstanding bills with applicable interest. Additionally, a minimum amount of Rs. 1500/- is charged from Customer as re-connection charges to cover the expenses involved in disconnecting & reconnecting the supply. The re-connection charges shall be applicable as decided by the Supplier from time to time. However, the reconnection will be at the sole discretion of the Supplier. Further, in case the customer fails to pay the outstanding dues within 15 days from the date of disconnection, AGCL reserves the right to initiate appropriate legal proceeding (as deemed fit) to recover the outstanding dues.
- 11. Supplier may install meters with Automated Meter Reading facility. Alternatively, the Supplier may introduce Smart-Card enabled gas meters as part of PNG installation. Under such a scenario, the Customer will buy/recharge prepaid smart cards for supply of PNG from various authorized channels made available by the Supplier from time to time. The Customer has to pay charges towards such technological up-gradation of metering system, whenever gets applicable in future and the same shall be separately communicated by the Supplier.
- 12. In case the Customer desires to surrender the PNG connection, the Customer would be required to lodge a request for permanent disconnection at the nearest branch office of the supplier. In such a case, the customer, irrespective of the scheme opted for, shall be required to pay disconnection charges i.e Rs 250/- per meter for GI/Cu pipe removal in addition to other outstanding dues payable to the supplier on or before applying for permanent disconnection. However, customers who have opted for EMI scheme, shall be required to additionally pay depreciated cost of all equipments installed under last mile connectivity as on date of application of permanent disconnection. Necessary supporting documents may be asked by the Supplier at the time of receiving such request. The refundable 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 the Supplier.
- 13. In case the Customer is not in a position to use PNG connection on temporary basis 'or' going out of station for a longer duration, considering the safety aspect & to avoid estimated bills, the Customer should get his / her PNG connection temporarily disconnected. The request for temporary disconnection shall be placed at the nearest branch office of the supplier, however the customer shall be required to pay the monthly bill for the minimum consumption i.e 10 SCM per bi-monthly billing during the temporary disconnected period.
- 14. Customer understands that the rubber tube is a consumable component of PNG installation. Customer should get it inspected periodically. Customer shall also ensure that if at any time during the usage / non-usage of PNG connection, any damage is detected in the rubber hose, 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 /gas stove shall be entertained.
- 15. In case, the Customer desires to shift from the present premise s having PNG connection to new premises, Customer

will have to surrender the present connection and settle all dues and re-apply for a fresh PNG connection at the new address.

#### GENERAL.:

- 1. Supplier reserves the right to reject any application for registration by intimating the basis for rejection of the application to the applicant.
- 2. Supplier may conduct KYC (know your customer) activities as and when required. The Customer is required to co-operate for the same.
- 3. Domestic PNG prices and "Payable Services & Charges" are subject to change and the Supplier reserves the right to revise the same from time to time.
- 4. 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 Gas shall be passed on to and paid by the Customer.
- 5. Supplier reserves the right to amend / modify any or all of the terms and conditions with intimation to the Customer through website www.assamgas.org.
- 6. In the event of any discrepancy, the City Gas Distribution (CGD) policy of Assam Gas Company Limited shall prevail.
- 7. The Supplier reserves the right to supply PNG to other Customers through the same pipeline at any point therein up to the meter outlet/ isolation valve without affecting the Customer's PNG supply.
- 8. Any dispute arising out of / in relation to this agreement shall be decided by the Sole arbitrator who shall be nominated by Managing Director of AGCL. The Arbitration proceedings will be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification /amendment thereof. Venue of arbitration shall be Dibrugarh only.
- 9. Notwithstanding any other court(s) having jurisdiction to try these suits arising out of this agreement, only court of Dibrugarh shall have exclusive jurisdiction to try such suits to the exclusion of all other courts in the country.
- 10. E-billing is the practice of delivering invoices or bills electronically to customers. Suppliers may provide e-bills to customers as an environmentally friendly alternative to paper billing.

#### **DECLARATION**

I confirm that I am authorized to make this agreement to Assam Gas Company Limited 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 Customer)

Disclaimer:

"PNG invoice issued by AGCL at customer's registered address is only limited/or billing purpose and the same cannot be treated as a valid ownership proof towards the residence / premise."

#### UNDERTAKING W.R.T. LPG CONNECTION (AS PER GOVERNMENT DIRECTIVES):

The Customer hereby undertakes to Surrender the Subsidized LPG connection 'OR' Keep the Subsidized LPG connection in Safe Custody 'OR' Convert the Subsidized LPG connection to Non-Subsidized one, (if any, obtained from Government Oil Company) within sixty days of obtaining PNG connection from the Seller, failing which the Seller shall have absolute right to disconnect the PNG connection provided to the Customer.

#### **ACKNOWLEDGEMENT**

ReceivedFrom		
		.On
	Completed Regn. Form and payment of Rs	
	Drawn on	

Authorized Signatory

DATE: --/--/----

### ANNEXURE-I

### **UNDERTAKING FOR EMI (Prepaid)**

I,	, Son/Daughter of
having CA number	residing at

and conditions for availing the EMI scheme for the domestic piped natural gas connection (DPNG) at my residence:

1. I acknowledge that I have deposited an amount of ₹500 as a registration fee for the DPNG connection.

\_\_\_\_\_, hereby agree to the following terms

- 2. I agree to pay ₹150 per month towards the Security Deposit and Additional Material Cost as per the EMI scheme.
- 3. I also understand that the minimum recharge value shall consist of : Gas Price for 5 SCM (Minimum Demand Charge) plus ₹150 as EMI.
- 4. I do confirm that I will not surrender my gas connection until full payment of the security deposit and additional material cost is made. Under the EMI scheme, I agree to clear all dues before surrender. AGCL reserves the right to take necessary action in case of non-compliance.
- 5. I confirm that all information provided by me is true and correct to the best of my knowledge.

I undertake to abide by the terms stated above and any other applicable conditions as prescribed by Assam Gas Company Limited (AGCL).

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_