

NAME TRANSFER FORM FOR DOMESTIC PIPED NATURAL GAS CONNECTION

(To be used only for individual transfer cases only)



MAHANAGAR GAS LTD.

TF : _____ / _____

(A joint venture of GAIL (India) Ltd., British Gas (U.K.) & GOM)
Regd. Office : MGL House, G-33 Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.
Consumer Care Office: MGL, Pay & Accounts Building, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

Undersigned is the new occupier / user of the property stated herein below and hereby request Mahanager Gas Limited to transfer the ownership of the Piped Natural Gas (PNG) connection bearing CRN _____ & Meter No. _____
 My personal particulars and address are given here under.

A. DETAILS OF THE APPLICANT

Name Mr. Ms. Mrs.

SURNAME

FIRST NAME

MIDDLE NAME

FATHER/HUSBAND'S NAME

Date of Birth / / Occupation _____

Flat/Room No. _____ Floor _____ Wing _____ Plot No. _____

Address where PNG is installed : (In Block letter)

Building Name _____

Colony _____

Road Name _____ Location _____

City _____ PIN _____ Pan No. _____

Mobile No. _____ Tel.(R) _____ Tel.(O) _____

Email ID _____

Name of the previous user of PNG Connection : _____

Reason for Transfer of PNG connection : (✓ Tick Mark any one)

1. Purchase of property
2. Inheritance of Property / Succession
3. Property acquired by way of court order / Auction / Transfer of Tenancy / Leave and License Agreement / Lease.
4. Demise of Registered Customer
5. If any other

DETAILS OF TRANSFER CHARGES

Rs. _____ Cheque No. _____ Cheque Date _____ Bank Name & Branch _____

Cheque subject to realization in Mahanager Gas Ltd. A/c. Please note that in case of dishonour of a cheque, Rs. 200.00 shall be payable by the consumer towards administrative charges. This is prejudice to all our rights

B. NO OBJECTION CERTIFICATE (NOC) FROM THE PREVIOUS GAS CONSUMER

I/We _____ presently residing at _____
state that CRN No _____ presently stands in our name. We have No Objection in transferring the above PNG connection in name of _____

Signature of the Present Owner/User : _____ Date : / /

Name of the Present Owner : _____ Place : _____

(Signature should be verified from the Nationalized bank or any other authority) in case previous owner's name not mentioned in agreement copy

C. DECLARATION

I/We declare that whatever stated herein above is true and correct and no information has been concealed. If any information provided found to be incorrect Mahanager Gas Limited shall be entitled to disconnect PNG supply without any notice. 2. I/We confirm that I/We have read and understood the terms & conditions on the reverse hereof. 3. I/We accept & agree to the said terms & conditions, as amended from time to time. 4. I/We agree to settle the unpaid connection related charges gas consumption bills of the previous gas consumer. 5. MGL Officer shall have right to reject the application without assigning any reasons thereof. 6. In support of this application following documents are enclosed :

D. DETAILS OF DOCUMENTS

1. NOC from the present owner of the PNG/Indemnification in case the NOC from previous owner of PNG not possible.
2. NOC from the joint owners in case the property in the joint name/Indemnity bond.
3. Copy of sale deed/leave and license agreement / lease deed /lease deed/tenancy document/transfer of tenancy agreement/rent receipt/court order/succession certificate/maintenance paid to cooperative society.
4. In case of Death of previous PNG owner, a copy of death certificate, NOC of joint heirs if any and Share Certificate of Co-operative Housing Society/Letter from Co-operative housing Society/NOC from Co-operative Housing Society.

All information provided above is true and correct.

Signature of the applicant : _____ Date : / /

Name of the applicant : _____ Place : _____

FOR OFFICE USE ONLY

DRS No. _____ Conn. Status : Converted/Non-converted Payment status : Full / Part

CHECKED BY _____ VERIFIED BY _____ AUTHORISED BY _____

Remark :

Arrears checked

TERMS AND CONDITIONS FOR PIPED NATURAL GAS (PNG) SUPPLY TO THE DOMESTIC CONSUMERS

The following terms and conditions will apply and govern the provision of PNG connection and the supply of Piped Natural Gas (PNG) to the Domestic consumers by Mahanagar Gas Limited.

1.0 DEFINITIONS :

“**Application**” means duly filled in form submitted to MGL by the Consumer / Customer along with Application charges for Piped Natural Gas (PNG) connection.

“**Applicant**” means a person or individual including Juristic or Legal person, who submits duly signed and filled in Application for PNG connection.

“**Consumer**” means an applicant who has submitted an application completed in all respects (including Application charges) for supply of PNG for domestic/ house hold use or an existing PNG user, who is using PNG for domestic/household purpose.

“**Gas**” or “**PNG**” means natural gas transported through pipelines in a CGD Network for consumption by any consumer in domestic, commercial or industrial segments.

“**MGL**” or “**SELLER**” means Mahanagar Gas Limited.

“**Premises**” means the premises/tenement /house/flat/ owned or occupied by the Consumer wherein the PNG is supplied by the SELLER.

“**Tariff Card**” means a schedule of charges payable to MGL by the Consumer from time to time including security deposit and sale price of Gas.

“**Application Charges**” means non refundable amount collected from the Consumer / Customer along with the Application for PNG connection towards marketing activities prior to providing PNG supply.

“**Security Deposit**” shall mean interest free refundable amount collected from the Consumer / Customer at the time of providing PNG connection towards the safe keeping of the equipments installed at the premises of the Consumer/ Customer.

“**Consumption Deposit**” shall mean interest free refundable deposit collected from the Consumer / Customer towards securing prompt and regular payment of Gas consumption charges from time to time.

Words importing the masculine gender shall, where the context so admits, include the feminine gender and masculine gender.

Words importing the singular number shall where the context so admits, include the plural number.

2.0 PNG CONNECTION AND SUPPLY :

2.1 The Gas will be made available to the Consumer’s premises by MGL subject to technical and safety feasibility. MGL reserves the right to withdraw or disconnect the supply of Gas at any time in the event of any emergency without notice.

2.2 The submission of the Application along with requisite Application charges to the SELLER shall be construed as full understanding of the terms and conditions and its implications by the Consumer and it shall be treated as a binding contract between the SELLER and the Consumer.

2.3 Application charges shall be collected at the time of submission of Application form by the Consumer and shall be non refundable save and except in the event of non provision of PNG connection by MGL on account of technical non feasibility or non provision of PNG connection for any reason directly attributable to MGL.

2.4 Consumption Deposit shall be collected from the Consumer at the time of providing PNG connection or subsequently along with the monthly gas consumption bills as single payment / in installments as may be decided by MGL.

3.0 USE OF GAS :

3.1 The Consumer shall :

- (i) use the Gas specifically for permitted domestic or household purpose only at the Premises and not for any other purposes.
- (ii) make necessary application along with requisite charges as per the Prevailing Tariff Card and obtain specific prior written permission of the SELLER for change in use of the Gas at the Premises by installing equipments such as geysers.
- (iii) not re-supply the Gas to any other Premises or permit any other Consumer to use the Gas without prior written consent of the SELLER.

4.0 PROCEDURES FOR GAS CONNECTION :

4.1 On receipt of Application, the SELLER will carry out a technical and safety survey of the Premises.

4.2 On completion of technical and safety survey at the Premises, the SELLER shall determine the location and manner of laying the pipeline and installation of the meter and other equipments for receiving the Gas.

4.3 On receipt of Security Deposit from the Consumer, SELLER shall install the meter and other equipments at the Consumers Premises for supplying Gas to the Consumer.

4.4 The installation activity as above may be carried out by the SELLER himself or through its authorized representative as per the technical specifications and safety standards in the relevant regulations for technical specifications and safety standards.

4.5 The SELLER shall carry out necessary tests as may be required prior to commencement of Gas supply.

4.6 The SELLER reserves its right to supply Gas to other Consumers through the same pipelines, at any time, up to the meter outlet/ isolation valve without affecting the Consumer’s Gas supply.

5.0 CHARGES :

5.1 Consumer hereby confirms of having been fully explained by MGL regarding the tariff/ charges payable by him to MGL for consumption of Gas, cost of material and labour charges for pipe and tubing, required to be paid by him in the event of excess utilization of the same over and above standard connection. (As specified in the Tariff Card). Consumer further undertakes to pay necessary charges as stated above or any other charges and cost, if applicable. Consumer also agrees to pay separately for any after sales service availed by him as per the prevailing rate.

5.2 Tariff Card will be provided to the Consumers along with the Application form and the Consumer, on request, may also obtain the same from the SELLER. The rates specified in the Tariff Card will be applicable as of the date stated therein. MGL may at its discretion revise/ modify the charges from time to time.

5.3 Consumer shall be required to quote the Consumer Relationship Number (CRN) as provided by MGL in all the correspondence with the SELLER..

5.4 The SELLER shall endeavor to provide Gas connection at the earliest convenience date from the receipt of Application; however, Seller shall not be responsible for any delay in providing Gas connection for the reason and circumstances beyond their control or for the reasons not directly attributable to the SELLER.

5.5 All cesses, taxes, duties, assessments and any other levies imposed or to be imposed in future by any Government, Statutory and/or local bodies in relation to the supply of Gas shall be passed on to and paid by the Consumer.

6.0 BILLING AND PAYMENT :

6.1 All Charges payable under these Terms and Condition shall be paid to MGL by way of Account Payee Cheque/DD/PO drawn in favour of “Mahanagar Gas Ltd” only. No cash payment shall be accepted unless specified by SELLER. MGL 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 Consumer. The Consumer shall ensure that payment is made to the authorized representative of MGL. However, MGL shall not be responsible for any payment made to any unauthorized person.

6.2 The quantity of Gas supplied to the Consumer shall be measured through a meter installed and maintained by MGL. In the event of failure of the meter to record correct consumption, the quantity shall be determined on the average consumption and in the light of the burner installed by the Consumer. The decision of the MGL for the quantity of Gas supplied at the premises shall be final and binding upon the Consumer.

(Signature of the Applicant)

- 6.3 MGL reserves the right to levy a minimum charge per month or part thereof as stated in the Tariff Card towards, inter-alia, recovery of administrative costs (that is to say, the Consumer will be required to pay a minimum charge per month or the charges for the Gas actually consumed, whichever is higher). The minimum charges payable are subject to revision by MGL from time to time.
- 6.4 Presently, MGL raises the bills on actual meter reading basis as well as assessed basis, once in two months. Thus meter reading is attempted once in four months and accordingly bills are raised. The period of the first bill may vary depending upon the date of the Gas supply and the classification of the Consumer in a particular cycle. Assessments of the bills are carried out based on the average consumption of the Consumer where history exists or based on the average consumption determined by the SELLER. The Consumer shall make regular payment of all the Gas bills including Assessed bills on or before the due dates prescribed in the bill.
- 6.5 The SELLER reserves its right to vary the period/frequency and manner of billing from time to time without any prior notice to the Consumer. Every bill shall be paid in full on or before its due date as mentioned on the bill by the Consumer failing which MGL shall have the right to disconnect the Gas supply of such Consumer.
- 6.6 Without prejudice to other rights of the SELLER, the Consumer shall also be liable to pay the delayed payment charges (DPC) as per the prevailing Tariff Card.
- 6.7 In case of dishonour of any cheques for any charges payable to MGL, the Consumer shall, without prejudice to the other rights of MGL here under or in law, are liable to pay to MGL such charges as stated in the Tariff Card or as may be specified by MGL from time to time.
- 6.8 In the event of disconnection or stoppage of Gas supply by the SELLER to the Consumer on account of default in payment or for any other breach of terms and conditions, re-connection of Gas supply shall be provided, only on submitting fresh application to MGL in accordance with Clause 12.0.
- 6.9 In the event of non availability of meter reading of the Consumer during the meter reader's visit due to locked doors of Consumers premises or for any other reason, MGL may issue an assessed bill as stated above. In such cases, the Consumer shall be liable to make the payment of assessed bills within the due dates and any adjustments thereto with regard to actual meter reading will be carried out in the subsequent bills.
- 6.10 Consumer is bound to make payment of Gas bill in full on or before the due date even in the cases where the Consumer has lodged any complaint or raised any dispute with respect to Gas supply or otherwise. In case of any dispute or any discrepancy with respect to consumption /amount of bill, the Consumer is required to lodge his complaint within 14 days of making the payment and on receipt of complaint, MGL will look into the issue and if found correct, will make necessary adjustments in the subsequent bills. In no event, Consumer shall withhold bills raised on him/her. MGL will have the right of disconnection of Gas supply for failure to comply with provisions of this clause by the Consumer.
- 6.11 If the due date for making payment of any charges or bill is falling either on Sunday or any holiday, then the same shall be considered to be due on the next day of the holiday.
- 7.0 ACKNOWLEDGEMENT / RECEIPT :**
Due acknowledgement / receipt of all payments made by the Consumer are provided by MGL or its authorized representatives. The Consumers are required to ensure to obtain necessary acknowledgement / receipt in respect of each payment made in favour of MGL.
- 8.0 OBLIGATIONS OF THE CUSTOMER :**
- 8.1 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 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.
- 8.2 The Customer shall permit the SELLER/ 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 if the SELLER in its discretion determines the same to be necessary or expedient.
- 8.3 The Customer shall obtain no-objection certificate from the housing society and/or the landlord (in case of leased premises) and provide to MGL for Gas supply at the Premises. If any dispute arises between the Consumer and the landlord/society, the SELLER reserves its right to discontinue the Gas supply forthwith.
- 8.4 The Consumer shall take all adequate precautions and adopt all safety measures to safeguard pipeline, meter and other equipments installed by MGL at the Consumer's Premises for supply of Gas. In case, Consumer 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 such cases MGL shall have full right to forfeit the Security Deposit and disconnect the Gas supply to the Consumer. Further, in case of any accident/ incident, on account of unauthorized repair, modification, alteration directly or indirectly to the pipeline, Meter equipments, the Consumer shall be solely responsible for any loss or damage that may be caused to the property or human life. MGL shall not be responsible for any direct or indirect loss caused on account of any such illegal act by the Consumer.
- 8.5 Consumer shall notify MGL in case of non receipt of (i) first Gas bill within the period of two months from the date of Gas supply; (ii) periodic Gas bills within 10 days from the expiry of two months period of receipt of the previous bill. In case of non receipt of the Gas bill, the Consumer shall obtain duplicate copy of the Gas bill and make the payment of the same within the due date.
- 8.6 On noticing any burn or damage to the meter or non functioning of the meter or damage to any of the equipment in the premises, the Consumer shall intimate the same to the SELLER and SELLER shall replace or rectify the same at the earliest available opportunity.
- 8.7 Consumer shall be responsible for any civil work required for the safety of pipelines, piping or other facilities and equipments installed by MGL within customer's premises.
- 9.0 PROPERTY/OWNERSHIP :**
- 9.1 The pipes, equipment and other installations provided for the purpose of supplying Gas up to and including suraksha hose pipe connecting the burner shall be and remain the property of the SELLER and the Consumer shall not have or claim any right, title or interest therein.
- 9.2 The Consumer shall permit the authorized representative of MGL to enter upon the Premises for the purpose of meter reading, inspection and maintenance checkups. The Consumer shall verify the identification of such authorized representatives prior to permitting such persons access upon the Premises. 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 MGL.
- 9.3 The Consumer 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. MGL shall, without prejudice to its other rights, be entitled to disconnect the PNG connection without giving any prior notice and shall be entitled to recover suitable compensation for any damage caused to the equipments by the Consumer apart from forfeiting the Security Deposit.
- 9.4 The Consumer shall not adjust, clean, repair, replace or otherwise handle any of the pipes, installations and other equipments. The Consumer shall immediately intimate to the SELLER, if any damage or breakage of the pipes, installation, and equipments is noticed at the Consumer's Premises.
- 10.0 WARRANTY OF SELLER :**
- 10.1 The SELLER shall endeavor and take all reasonable steps to provide the Consumer with consistent and regular supply of Gas.
- 11.0 TERMINATION**
- 11.1 Without prejudice to other rights of the SELLER in law or otherwise, the SELLER may at any time and with prior notice terminate the Gas supply of the Consumer if:
- (i) Consumer fails to pay the SELLER any sum due to the SELLER under these Terms and Conditions and/or otherwise within 30 days from the due date for payment thereof; or
 - (ii) The consumer 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
 - (iii) The Consumer dies and the successors and assigns do not submit to the SELLER the necessary documents within such reasonable time as required by the SELLER from the happening of such an event or becomes insane or insolvent; or
 - (iv) The particulars as furnished by the Consumer in the Application are found to be false or incorrect; or

(Signature of the Applicant)

TERMS AND CONDITIONS FOR PIPED NATURAL GAS (PNG) SUPPLY TO THE DOMESTIC CONSUMERS

The following terms and conditions will apply and govern the provisions of PNG connection and the supply of Piped Natural Gas (PNG) to the Domestic Consumers by Mahanagar Gas Limited.

1.0 DEFINITIONS :

"**Application**" means the Application for a PNG connection for Gas supply duly filled signed and submitted by the Consumer.

"**Consumer**" means a domestic consumer requiring Gas for domestic/household purpose.

"**Gas**" or "**PNG**" means Piped Natural Gas supplied/to be supplied by MGL.

"**MGL**" or "**SELLER**" means Mahanagar Gas Limited.

"**Premises**" means the premises/tenement/house/flat owned or occupied by the Consumer wherein the PNG is supplied by the SELLER.

"**Registration Scheme**" means and includes all such schemes, arrangements being determined by MGL from time to time for registration of Consumer for providing connection and supply of PNG.

"**Rate Card**" means a schedule of charges applicable to the Consumers at various stages payable to MGL from time to time, including Initial contribution, Registration and Connection contribution and sale price of Gas.

Words importing the masculine gender shall, where the context so admits, include the feminine gender and neuter gender.

Words importing the singular number shall where the context so admits, include the plural number.

2.0 PNG CONNECTION AND GAS SUPPLY:

2.1 The supply of Gas would be made at the sole discretion of MGL and MGL reserves its right to withdraw the supply of Gas from the Consumer's premises at any time.

2.2 By execution and submission of the Application alongwith requisite initial contribution to the SELLER, the Consumer shall be deemed to have unconditionally accepted the terms and conditions herein contained, and agreed to abide by the terms and conditions which shall constitute a binding contract between the SELLER and the Consumer.

3.0 USE OF GAS :

3.1 The Consumer shall:

(i) use the Gas specifically for domestic or household purpose at the Premises only and not for any other purposes.

(ii) make necessary application alongwith payment of requisite charges as per prevailing Rate Card and obtain specific prior written permission of the SELLER for change in user of the Gas at the Premises and/or for installing any equipments such as gas boosters, fans, compressors, geysers or other equipments, since the Consumer hereby acknowledges that such equipment is likely to affect the operation of the SELLER's Gas supply system.

(iii) not re-supply the Gas to any other Premises or permit any other Consumer to use the Gas without prior written consent of the SELLER.

4.0 CONNECTION OF GAS :

4.1 On submission of Application and payment of initial contribution as per the prevailing Rate Card the SELLER will carry out a technical survey of the Premises.

4.2 On completion of technical survey at the Premises the SELLER shall determine the location and manner of laying the pipeline and installation of the burner, meter and other equipment for receiving the Gas, which installation shall be made by the SELLER or through its authorized representative.

4.3 The supply of Gas shall be commenced after necessary testing as may be required by the SELLER, subject to receipt of necessary approvals and permissions, if any.

4.4 The SELLER reserves its right to supply Gas to other Consumers through the same pipelines, at any point therein, up to the meter outlet/isolation valve without affecting the Consumer's Gas supply.

5.0 CHARGES :

5.1 Consumer agrees that he has been fully explained by MGL that the Consumer is required to provide capital contribution to MGL towards recovery of capital cost for providing PNG connection and gas supply at the Premises (presently, such contribution is being taken by MGL in the form and under the name of 'initial contribution / pre-Registration charges, Registration and Connection contribution / Registration / Connection charges'). Consumer agrees that he shall pay necessary contribution, stated above, and other charges, cost as may be decided by MGL in such manner as applicable from time to time and as contained herein.

5.2 Consumer shall be required to pay necessary charges/contribution to MGL from time to time as per the prevailing Rate Card. Different charges may apply to the Consumers registering under various schemes as applicable at the time of registration. The Consumer shall pay such other sums to MGL as required under these Terms and Conditions and as may be decided by MGL from time to time.

5.3 Rate Card will be provided to the Consumers alongwith an Application form and the Consumer on request may also obtain the same from the SELLER. The rates specified in the Rate Card will be applicable as of the date stated therein. MGL shall at its absolute discretion revise the charges from time to time without any prior notice to the Consumer. It shall be the responsibility of the Consumer to obtain the current Rate Card from the SELLER. Time period for provision of gas supply stated in the Rate Card is indicative, based on the assessment made by MGL and MGL is at liberty and reserves all its rights to change/alter at any time the time period specified in the Rate Card without prior notice to the Consumer.

5.3(a) All registrations including registrations under various schemes shall be with a non-refundable initial contribution as stated in the Rate Card. However in case of delay in giving Gas connection for more than 24 months by MGL or where the Premises is found technically not feasible then in such event MGL shall refund the charges to the Consumer without any interest or compensation thereto.

5.3(b) Consumer shall be required to quote the Consumer Relationship Number (CRN) as provided by MGL in all the correspondence with the SELLER.

5.3(c) After conducting the technical survey if the Premises is found technically feasible by MGL, the Consumer is required to pay the subsequent contribution, stage wise, as and when demanded by MGL towards Gas connection, as stated in the Rate Card. Gas supply shall be commenced only after the meter is installed at the Premises and upon due authorization is granted by MGL to commence the Gas. MGL shall endeavour to provide PNG connection and supply of Gas within such time period specified in Rate Card, or as may be decided by MGL from time to time, provided all payments are made by the Consumer as specified by the SELLER. Time period stated in the Rate Card is indicative based on the assessment made by MGL and MGL is at liberty and reserves all its rights to change/alter at any time the time period specified in the Rate Card without prior notice to the Consumer. The SELLER shall not be responsible for non provision of Gas connection for the reasons and circumstances not attributable to the SELLER.

5.4 The initial contribution shall be paid at the time of submission of the Application, and the subsequent contribution and charges shall be paid from time to time as may be specified in the Rate Card. Consumer agrees that he shall pay the necessary charges towards supply of gas as applicable from time to time on or before the due date and shall abide by such terms and conditions of Gas supply as prescribed by MGL. In case of failure to make payment of the contribution / charges as demanded by MGL within 7 days an interest @ 16% per annum or part thereof will be payable.

5.5 Initial contribution, Registration and connection contribution, selling price of Gas and any other service/administrative charges and levy as may be determined by the SELLER at its sole discretion from time to time shall be binding upon the Consumer. The SELLER reserves all its rights at its discretion to revise, vary and modify such charges or selling price of the Gas and/or mode or manner of such payment without prior notice to the Consumer. In such event the Consumer shall be bound to pay the charges as per the revised Rate Card.

5.6 (a) The Initial contribution will be refunded without interest to the Consumer only in the events stated in 5.3 (a) above

5.6 (b) Save as stated in Clause 5.6 (c) below the connection contribution once paid shall not be refunded to the Consumer, unless the supply of Gas is not/cannot be commenced, due to a cause attributable to the SELLER as stated in sub-clauses 5.3 (c) above. The decision of the SELLER in this regard shall be final and binding upon the Consumer.

5.6 (c) If the Consumer is unable to obtain NOC/Permission from the society or the landlord (if any) or from any other statutory authority as may be required for supply of Gas within the time frame specified by the SELLER, the amount paid by the Consumer upon request, shall be refunded without interest by the SELLER subject to deduction of Rs. 500/- towards administrative costs. In case of refund of charges, if any then the refund shall be made without any interest thereon, whatever the case may be.

5.7 The Consumer shall pay the Gas charges for the Gas consumed at the rates as specified in the Rate Card. The SELLER shall at its own discretion be entitled to revise/vary the rate and/or charge for the gas from time to time at its own discretion, at any time, without notice to the Consumer. The current charges of selling price of Gas to the consumer shall be as stated in the Tariff Card, which shall be furnished by the SELLER to the Consumer on request. The Consumer confirms that he has obtained a copy of the current tariff card and that he is aware of the charges for Gas.

5.8 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 Consumer.

(Signature of the Applicant)

- 5.9 For 'T' Connection for more than normal pipe and extra connection, Consumer will have to pay charge as may be decided by MGL.
- 5.10 The SELLER reserves its right to levy Annual Maintenance Charges payable by the Consumer in the manner specified in the Rate Card. The Consumer agrees to abide by the decision of the SELLER in this regard.
- 5.11 The recovery of capital cost as stated in the prevailing Rate Card is based on the standard bill of material and accessories as determined by MGL. The consumer shall be liable to pay forthwith (prior to the supply of Gas) additional cost/charges in case actual material/accessories laid/provided by MGL to the consumer exceeds the said standard bill of material, else interest@ 16% per annum or part thereof will be payable by the Consumer for the delayed payments.
- 6.0 BILLING AND PAYMENT:**
- 6.1 All charges payable under these Terms and Conditions shall be paid to MGL by way of Account Payee Cheque drawn in favour of "Mahanagar Gas Ltd" only. No cash payment shall be accepted. MGL 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 Consumer. The Consumer shall ensure that payment is made to the authorised representative of MGL. However, MGL shall not be responsible for any payment made to any unauthorised person.
- 6.2 The quantity of Gas supplied to the Consumer shall be measured through a meter to be installed and maintained by MGL. In the event of failure of the meter to record correct consumption the quantity shall be determined on the average consumption and in the light of the burner installed by the Consumer. The decision of the MGL as to the quantity of Gas supplied at the premises shall be final and binding upon the Consumer.
- 6.3 MGL reserves the right to levy a minimum charge per month or part thereof as stated in the Rate Card towards, inter-alia, recovery of administrative costs (that is to say, the Consumer will be required to pay a minimum charge per month or the charges for the Gas actually used, whichever is higher), provided that such minimum charge will not apply during the first month in which Gas supply commenced, on or after the 16th day of that month, and for such first month, the Consumer will be required to pay the charges for the actual Gas used and metered. No minimum charges will be levied in case of non usage of Gas, where at least one month's notice of any proposed non usage has been given by the Consumer to MGL/SELLER, either in writing or by means of the Interactive Voice Response System of MGL or any other mode approved by MGL and in such case, only a one time administrative charge as stated in the Rate Card will be charged. The minimum charges may be revised by MGL from time to time.
- 6.4 As at present, MGL raises the bills once in two months, being one 'Actual' bill and one 'Assessed' bill. Thus meter reading is taken once in four months. The period of the first bill may vary depending upon the date of the Gas supply and the classification of the Consumer in a particular cycle. Assessment of the bills are carried out based on the average consumption of the Consumer, where history exists or based on the average consumption determined by the SELLER. The Consumer shall be bound to make payments towards all Gas bills including 'Assessed' bills as per the due dates prescribed in the bill.
- 6.5 The SELLER reserves its right to vary the period/frequency and manner of billing from time to time without any prior notice to the Consumer. Every bill shall be paid in full on or before its due date (i.e. within seven days from the day of receipt of bill) by the Consumer or else MGL has the right to stop the Gas supply without any prior notice to the Consumer.
- 6.6 Without prejudice to other rights of the SELLER, the Consumer shall be required to pay the delayed payment charges as per the prevailing Rate Card.
- 6.7 Consumer shall have to pay the delayed payment charges as per the prevailing Rate Card.
- 6.8 In case of dishonour of any cheques for any charges payable to MGL, the Consumer shall, without prejudice to the other rights of MGL hereunder or in law, be liable to pay to MGL such charges as stated in the Rate Card or as specified by MGL.
- 6.9 Whether owing to the default of the payment or any other breach, Gas supply has been stopped by MGL and Consumer is desirous of re-connection of Gas supply, he shall be required to make application to MGL in accordance with Clause 12.0.
- 6.10 In case of actual read billing cycle, if the Consumer's house is found locked by the meter reader, MGL may issue an assessed bill in the manner stated above. The Consumer shall be liable to make the payment of all assessed bills as per the due dates. Any adjustments with respect to any actual reading will be carried out in the subsequent bills.
- 6.11 Consumer shall be bound to make payment of Gas bill in full on or before the due date even in the cases where the Consumer has lodged any complaint or raised any dispute with respect to Gas supply or otherwise. In case of any dispute or any discrepancy with respect to amount of bill, the Consumer shall be required to lodge his complaint within 14 days after the payment is made. MGL reserves the right to stop Gas supply without any prior notice in case of non compliance with the above by the Consumer.
- 6.12 If the due date for making payment of any charges or bill is falling either on Sunday or holiday then the same shall be considered to be due on the previous day of the holiday.
- 7.0 ACKNOWLEDGEMENT / RECEIPT :**
- Due acknowledgement / receipt of all payments made by the Consumer are provided by MGL or its authorized representatives. The Consumers are required to ensure to obtain necessary acknowledgement / receipt in respect of each payment made in favour of MGL.
- 8.0 OBLIGATIONS OF THE CONSUMER:**
- 8.1 The Consumer shall, prior to the commencement of Gas supply, at his own cost, be responsible for obtaining all necessary consents, approvals and permits of all relevant authorities, as may be required, to obtain Gas connection. The Consumer 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.
- 8.2 The Consumer shall permit the SELLER/ its authorised representative access into the Premises for the purpose of laying pipelines and making installation and also to alter or replace any pipeline, installation or equipment if the SELLER in its discretion determines the same to be necessary or expedient.
- 8.3.1 The Consumer shall obtain no-objection certificate from the housing society and/or the landlord (in case of rented premises) and provide to MGL for Gas supply at the Premises. In case of any dispute arises between the Consumer and the landlord/society the SELLER reserves its right to discontinue the Gas supply forthwith.
- 8.4 The Consumer shall take all adequate precautions and adopt all safety measures to safeguard pipeline, meter and other equipments installed by MGL at the Consumer's Premises for supply of Gas. In case, Consumer 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 Consumer shall be solely responsible for the same. MGL shall not take any responsibility on account of the same. MGL shall have the right to stop the Gas supply in such cases.
- 8.5 Consumer shall notify MGL in case of non receipt of (i) first Gas bill within the period of two months from the date of Gas supply; (ii) periodic Gas bills within 10 days from the expiry of two months period of receipt of the previous bill. In case of a non receipt of the Gas bill, the Consumer shall obtain duplicate copy of the Gas bill and make the payment of the same as per the due date.
- 9.0 PROPERTY/OWNERSHIP :**
- 9.1 The pipes, equipment and other installations provided for the purpose of supplying Gas upto and including the outlet of the meter and/or isolation valve shall be and remain the property of the SELLER and the Consumer shall not have or claim any right, title or interest therein.
- 9.2 The Consumer shall permit the authorised representative of MGL to enter upon the Premises for the purpose of meter reading, inspection and maintenance check ups. The Consumer shall verify the identification of such authorised representatives prior to permitting such persons access upon the Premises. 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 MGL.
- 9.3 The Consumer 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. MGL shall, without prejudice to its other rights, be entitled to disconnect the PNG connection without giving any prior notice and shall be entitled to recover suitable compensation for any damage caused to the Consumer.
- 9.4 The Consumer shall not adjust, clean, repair, replace or otherwise handle any of the pipes, installations (including burners and meters) and other equipment. The Consumer shall immediately intimate to the SELLER any damage or breakdown in the pipes, installation and equipment.
- 10.0 WARRANTY OF SELLER :**
- 10.1 The SELLER shall endeavor to provide the Consumer with consistent and regular supply of Gas.
- 10.2 The pipelines and equipments installed at the Premises shall be covered by a warranty period of 12 months from the date of meter outlet connection by the SELLER for manufacturing defects or deficiencies only.
- 11.0 TERMINATION :**
- 11.1 Without prejudice to other rights of the SELLER in law or otherwise, the SELLER may at any time, immediately and without notice terminate/determine the Gas supply of the Consumer, if:
- i) the Consumer fails to pay the SELLER any sum due to the SELLER under these Terms and Conditions and/or otherwise within 30 days from the due date for payment thereof; or
 - ii) the Consumer 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

- iii) the Consumer dies and the successors and assigns do not submit to the SELLER the necessary documents as required by the SELLER on happening of such an event, or becomes insane or insolvent; or
- iv) the particulars as furnished by the Consumer in the Application are found to be false or incorrect; or
- v) the Gas is not consumed by the Consumer, without permission of MGL, for a continuous period of 26 weeks.
- 11.2 The Consumer shall in case of any intended non-usage of Gas for a continuous period of 26 weeks intimate MGL and MGL may, if the reasons are bonafide, permit, at its discretion, such non-usage. In such case, the Consumer shall continue to be liable to pay the minimum administrative charges as specified in Rate Card and as stated in Clause 6.3 above. The Consumer may, by written notice of 3 months to the SELLER request termination of the Gas supply. In such case, no charges/contributions paid by the Consumer to the SELLER shall be refunded.
- 11.3 In the event of termination of the Gas supply, without prejudice to the other rights of the SELLER:
- i) the SELLER may at the cost of the Consumer remove all pipelines, installations and equipment installed by the SELLER for the supply of Gas. While the SELLER shall, at the costs of the Consumer, endeavor to restore any disrupted areas to a safe and sound condition, the final reinstatement of the area to its former decorative state will be the responsibility of the Consumer;
- ii) the Consumer shall be liable to pay all amounts due and payable by the Consumer to the SELLER upto the date of termination of Gas supply and costs due under (i) above.
- 12.0 RECONNECTION :**
- 12.1 After termination/stoppage of the Gas supply , if the Consumer applies for reconnection of the Gas supply all reconnection/recommissioning contribution (as determined by the SELLER) shall be borne and paid by the Consumer.
- 12.2 Reconnection of Gas supply will be at sole discretion of the SELLER, and the SELLER may refuse the same, without assigning any reason whatsoever.
- 13.0 SHIFTING OF RESIDENCE:**
- 13.1 If a registered Consumer desires to shift from the present place of residence having a PNG connection to a new place of residence, he will be entitled to apply for a new PNG connection at the new place of residence. MGL will, subject to the acceptance of the terms and conditions by the Consumer provide PNG connection on the terms as may be applicable for the Consumers under Registration Scheme, provided the said new place of residence falls in an area or building where PNG is already available, subject to condition that the Consumer shall not remove, shift, dismantle, modify, alter the meter and/or any other pipeline installations including copper piping, etc., without prior written approval of MGL, at the old place of residence.
- 14.0 TRANSFER OF THE CONNECTION :**
- 14.1 MGL may permit transfer of the PNG connection from one name to another name in the event of sale /purchase of the Property, demise of the registered Consumer, etc. The transfer is permitted subject to the payment by the Consumer to MGL of administrative charges, as may be applicable, from time to time as stated in the Rate Card. In case of transfer of PNG connection to the legal heir of the Consumer upon the demise of the Consumer, no administrative charges are applicable as at present. The transfer of PNG connection from one name to another name is subject to the submission of necessary documents, as may be required by MGL and will be effective only upon full satisfaction of MGL.
- 15.0 LIABILITY/INDEMNITY:**
- 15.1 The Consumer shall not use the Gas for any illegal or unlawful activity or purpose. In case of any offence under or violation of any law, statute or regulation by the Consumer, the Consumer alone shall be responsible and liable for the said offence or violation and the Consumer 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 offence or violation by the Consumer.
- 15.2 The Consumer shall ensure that the Gas provided by MGL is exclusively used for domestic purpose. If at any time after the connection, it is found that Gas is being used for purposes other than domestic purposes (satisfactory to the SELLER), the Consumer shall be liable to pay all the bills with an additional penal rate as specified by MGL, with retrospective effect from date of connection and the Gas supply will be liable for immediate disconnection.
- 15.3 The Consumer shall be liable for any loss or damage caused to pipes, equipment or installations whether caused on account of negligence by the Consumer or its employees or agents, theft, sabotage or otherwise, howsoever.
- 15.4 The Consumer shall indemnify and keep MGL indemnified from and against any action, claim, proceeding, loss or damage that may be suffered or incurred by MGL on account of any dispute with the Landlord/Society or the Consumer 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 Consumer shall pay to MGL all costs for removal of the pipelines, equipment and other installations for the Gas supply.
- 15.5 The Consumer shall be deemed to be in exclusive possession and control of the Gas once Gas passes the meter outlet, and thereupon the Consumer shall be liable for any leakage or for any damage caused to any person or property as a result thereof. Accordingly the Consumer shall protect and indemnify and keep safe harmless and defended the SELLER 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 SELLER may incur or suffer as incidental to or in connection with the supply of Gas after the Gas passes the meter outlet.
- 15.6 The indemnity provisions will be enforceable notwithstanding termination of Gas supply.
- 16.0 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 Consumer or any other person on account of failure to perform or for delay in performing any provisions of this Agreement if the same is caused or results due to acts of god, war, revolt, riot, 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 and that the SELLER shall not be responsible and/or liable for any losses direct or consequential caused to the Consumer if the same is caused due to the reasons stated herein above.
- 17.0 AMENDMENT :**
- 17.1 The SELLER reserves its right to amend, add or delete all or any of these terms and conditions at any time without prior notice to the Consumer and in such case the amended Terms and Conditions shall be binding on the Consumer with immediate effect.
- 17.2 MGL shall at liberty to vary, alter, modify and/or revise any charges, terms and conditions specified in the Rate Card from time to time without prior notice to the Consumer and in such event revised charges and/or terms and conditions shall be applicable and binding upon the consumer irrespective of the registration of the consumer prior to the revised charges and terms and conditions of the Rate Card
- 18.0 TERMS BINDING ON SUCCESSORS:**
- These terms and conditions shall be binding on the legal heirs, successors, administrator and assigns of the Consumer.
- 19.0 NOTICE :**
- Any notice to the Consumer will be sent to the address of the Consumer stated in his Application.
- 20.0 JURISDICTION:**
- All disputes arising out of these Terms and Conditions or supply of Gas, shall be subject to exclusive jurisdiction of Competent Courts at Mumbai alone.

DECLARATION

I do hereby declare that I have read and understood the above-mentioned Terms and Conditions of MGL for Gas supply at my Premises and I hereby accept the same in its entirety. I confirm that I am authorized to make this application to MGL for Gas connection and supply of Gas. Further I agree to abide by the above terms and conditions of MGL and accordingly put and subscribe my hand to these Terms and Conditions.

Date:

(Signature of the Applicant)