

TERMS AND CONDITIONS FOR SUPPLY OF PNG

1.0 DEFINITIONS:

"Application": means duly filled Application Form Cum Receipt submitted by Consumer along with the applicable charges for taking PNG connection.

"Consumer" means the person/ entity who has taken PNG connection in his name.

"MGL" means Mahanagar Gas Limited.

"MGL Assets" means pipelines, meter, regulator and other equipment's installed for supply of PNG.

"Premises" means the house / flat owned / occupied by Consumer where PNG is supplied / is sought.

"PNG Rate Card" means schedule of charges for different items/ services payable by Consumer as mentioned on the MGL Website: www.mahanagaragas.com

"Security Deposit" shall mean interest free refundable amount collected from Consumer along with the Application Form Cum Receipt.

2.0 PNG CONNECTION AND SUPPLY:

2.1 PNG will be made available in the Premises, in accordance with the technical and safety standards as specified by MGL, and subject to the availability of all requisite permissions.

2.2 MGL shall endeavor to provide PNG connection at the earliest date from the receipt of Application. However, MGL shall not be responsible for any delay in providing PNG connection for the reasons and circumstances beyond MGL's control.

2.3 MGL reserves the right to withdraw or disconnect the supply of PNG at any time in the event of any emergency/ technical snag without any notice.

3.0 USE OF PNG:

3.1 Consumer shall:

(i) use PNG specifically for permitted domestic (cooking) purpose, only at the Premises and not for any other purposes.

(ii) obtain specific prior written permission of MGL for any change in use of PNG at the Premises which includes equipment like geysers etc.

4.0 CHARGES:

MGL at its discretion may revise / modify the applicable charges as mentioned in PNG Rate Card available at the Website (www.mahanagaragas.com), and shall be binding on Consumer.

5.0 BILLING AND PAYMENT

5.1 MGL is raising bimonthly bills. In case non availability of actual meter reading, MGL will raise the bills on the basis of past average consumption. Consumer shall make payment of all PNG bills including such assessed bills on or before the due dates as prescribed in the bill. The amount paid by the Consumer against the assessed bills shall be adjusted against actual meter readings as and when such readings are taken.

5.2 Consumer hereby confirms that he has been fully explained by MGL regarding the tariff charges payable by him to MGL for consumption of gas as per PNG Tariff card. Consumer undertakes to pay all such charges or any other charges or cost, if applicable. Consumer also agrees to pay separately for any after sale service availed by him as per the prevailing rate.

5.3 MGL reserves its right to vary the period and manner of billing from time to time. Every bill shall be paid by Consumer in full on or before its due date mentioned on the bill failing which MGL shall have the right to disconnect PNG supply.

5.4 Without prejudice to other rights of MGL, Consumer shall be liable to pay as per the prevailing PNG Rate Card, the following charges:

(a) in the event of delay in payment of any amount due to MGL, the Delay Payment Charges (DPCs) along with interest charges on delayed payment.

(b) in the event of dishonor of cheque, cheque bouncing charges.

5.5 In the event of default in payment of dues payable by Consumer to MGL or for any other breach of terms and conditions, MGL reserves the right to stop PNG supply or disconnect PNG supply. Thereafter, re-connection of PNG supply shall be provided, only on submitting written request along with reconnection charges as elaborated in Clause 9.

5.6 If meter is inaccessible on three consecutive billing cycles for meter reading by MGL, a seven days' notice shall be served on Consumer to keep the Premises available for meter reading on the date and time indicated in the notice. In case Consumer fails to comply with the notice, MGL reserves the right to disconnect the supply of PNG.

5.7 Consumer is bound to make payment of PNG bill in full on or before the due date even in the cases where Consumer has lodged any complaint or raised any dispute with respect to PNG supply. In case of any dispute or any discrepancy with respect to consumption / amount of bill, 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. MGL will have the right of disconnection of PNG supply for failure to comply with provisions of this clause by Consumer.

5.8 In the event of payment of bill via cheque or DD, Consumer shall make the payment atleast three days before the due date to avoid levy of any delayed payment charges.

5.9 Consumer shall ensure that payment of bill is made in the manner as mentioned in the bill/ only to authorized representative of MGL. MGL shall not be responsible for any payment made to any unauthorized person.

6.0 OBLIGATION'S OF CONSUMER:

6.1 Consumer shall permit MGL/ its authorized representative access to the Premises for providing PNG connection, meter reading, inspection, maintenance checkups, alteration or replacement of any MGL Assets (if deemed necessary or expedient by MGL) and disconnection.

6.2 Consumer shall take all adequate precautions and adopt all safety measures to safeguard MGL Assets installed by MGL at Consumer's Premises for supply of PNG. Consumer shall not adjust, clean, repair, replace or otherwise handle any of the MGL Assets. If any damage / breakage / nonfunctioning of the MGL Assets is noticed, Consumer shall immediately intimate to MGL and MGL shall replace or rectify the same at the earliest on chargeable basis, if damage is due to Consumer's negligence.

6.3 In case, Consumer carries out any unauthorized repair/ alteration or tamper/permits tempering, directly or indirectly, of any MGL Assets for PNG 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 PNG supply to Consumer. Further, in case of any accident/ incident, on account of unauthorized repair/ alteration/tampering directly or indirectly or any of the MGL Assets, 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 Consumer. MGL shall, without prejudice to its other rights, be entitled to disconnect PNG connection without giving any prior notice and shall be entitled to recover suitable compensation for any damage caused to MGL by Consumer apart from forfeiting the Security Deposit.

6.4 Consumer shall notify MGL in case of non-receipt of (i) first PNG bill within the period of two months from the date of commencement of PNG supply; (ii) periodic PNG bills within 10 days from the expiry of two months period of receipt of the previous bill. In case of non-receipt of PNG bill, Consumer shall obtain duplicate copy of PNG bill and make the payment of the same within the due date.

6.5 Consumer shall inform in writing to MGL before any change of ownership of the Premises and clear all pending arrears/ dues before submitting written request to MGL for refund of Security Deposit.

6.6 In case if there is any change in the registered mobile number of Consumer, Consumer shall update the same to MGL on immediate basis.

7.0 PROPERTY/OWNERSHIP:

MGL Assets up to and including Suraksha hose pipe connecting the burner shall be and remain the property of MGL and Consumer shall not have or claim any right, title or interest therein.

8.0 TERMINATION

8.1 Without prejudice to above & other rights of MGL in law or otherwise, MGL may at any time and with prior notice terminate PNG supply of Consumer if:

(i) Consumer fails to pay MGL any sum due to MGL under these Terms and Conditions; or
(ii) Consumer fails to comply with any of its obligations and/or commits any breach of the conditions on his part to be observed, performed, or fulfilled; or

(iii) The particulars as furnished by Consumer in the Application are found to be false or incorrect.
(iv) PNG is not consumed by the Consumer for a continuous period of 26 weeks or more and no minimum charges is also being paid by the Consumer.

(v) Consumer fails to surrender subsidized Liquefied Petroleum Gas (LPG) connection obtained from Government Oil Company within sixty days of obtaining PNG connection from the MGL.

8.2 Temporary Disconnection: In case of any planned non usage of PNG for a continuous period of 26 weeks or more, Consumer shall intimate MGL about such non usage. In such cases, MGL shall temporary disconnection the PNG supply subject to upfront payment of minimum charges for the planned non usage period. To resume the gas supply, Consumer shall approach MGL and upon payment of reconnection charges, the PNG supply shall be resumed.

8.3 Permanent Disconnection: Consumer may, by written notice seek permanent disconnection of his PNG connection and in such case Consumer shall be liable to pay all dues till the date of permanent disconnection.

9.0 RECONNECTION :

9.1 In the event of stoppage of PNG supply/ temporary disconnection, reconnection shall be done only upon payment of reconnection charges applicable as per PNG Rate Card.

9.2 In the event of permanent disconnection (wherein all the MGL Assets are removed by MGL from the Premises) on account of default on part of Consumer or at the written request of Consumer, PNG connection shall be provided upon filing of fresh Application.

10.0 SHIFTING OF RESIDENCE :

If a Consumer desires to shift from the present place of residence having a PNG connection to a new place of residence, the existing PNG connection will not be transferred to the new place of residence. However, Consumer can apply for fresh connection for the new place of residence.

11.0 TRANSFER OF CONNECTION:

11.1 MGL may permit transfer of PNG connection in the event of sale/purchase of the Property, demise of Consumer etc. subject to submission of necessary documents as required by MGL and on payment name transfer charges. The transfer will be effective from the date of written confirmation by MGL. In case of transfer of PNG connection to the legal heir of Consumer upon the demise of Consumer, no transfer charges are payable.

11.2 Purchaser of a flat/ house with pre-existing MGL's PNG connection, shall be liable for the payment of past dues if not settled by the seller. MGL shall not supply PNG in such cases without settlement of past dues.

12.0. LIABILITY / INDEMNITY:

12.1 Consumer shall not use PNG for any illegal or unlawful activity or purpose. In case of any offence / violation of any law, statute or regulation by Consumer, Consumer alone shall be responsible and liable for such offence or violation and Consumer agrees to indemnify and keep indemnified MGL from and against any loss, claim, action or proceedings that may be suffered or incurred by the MGL as a result of such offence or violation.

12.2 Consumer shall ensure that PNG provided by MGL is exclusively used for domestic (cooking) purpose. If at any time after the commissioning, it is found that PNG is being used for other than domestic purposes, 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.

12.3 Consumer shall be liable for payment of any loss or damage caused to pipes, equipment or installations whether caused on account of negligence by Consumer or its employees or agents, theft, sabotage or otherwise, howsoever.

12.4 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 consumer failing to obtain the permission of the Landlord/Society for laying of pipelines, equipment and other installations for PNG supply and in case of any event as aforesaid, Consumer shall pay to MGL all costs for removal of the pipelines, equipment and other installation for PNG supply.

12.5 Consumer shall deem to be in exclusive possession and control of PNG once PNG passes the meter outlet, and there upon Consumer shall be liable for any leakage or for any damage caused to any person or property as a result thereof. Accordingly, Consumer shall protect and indemnify and keep harmless and defended MGL 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 MGL may incur or suffer as incidental to or in connection with the supply of PNG after PNG passes the meter outlet or during temporary disconnection, if any.

12.6 The indemnity provisions will be enforceable notwithstanding termination of PNG supply.

13.0 FORCE MAJEURE :

MGL shall not be liable for any loss, damage, costs, charges or expenses whatsoever that may be caused to or occasioned by 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, pandemic, direct or indirect consequences of (declared/undeclared) sabotage, hostilities, national emergencies, civil disturbances, commotion, embargo or any other change in applicable laws, breakage bursting or freezing of pipeline or occurrence of any event beyond the control of the MGL and that the MGL shall not be responsible and/or liable for any losses direct or consequential caused to Consumer if the same is caused due to the-reasons stated herein above.

14.0 AMENDMENT :

MGL reserves its right to amend, add or delete all or any of these terms and conditions at any time including right to amend due to change in applicable laws. As and when such amendment is affected, the same shall be uploaded on the web site of MGL and shall be binding on Consumer from the date of its uploading on the website including amendments due to change in law.

15.0 NOTICE

All notices, demands or other communications issued by MGL shall be sent to Consumer as per the address provided by Consumer on the Application.

16.0 JURISDICTION :

All disputes arising out of these Terms and Conditions, shall be subject to exclusive jurisdiction of Competent Courts at Mumbai

CONFIDENTIALITY

Information provided to MGL by Consumer shall be used for the purposes enumerated in this terms & conditions and shall be kept confidential unless the same is required to be disclosed (i) for billing or market operation purposes, or (ii) for law enforcement purposes, or (iii) dues if any of Consumer is transferred to debt collection agency; and in such cases the confidentiality obligations shall cease to the extent required under the foregoing circumstances.

Received the Application Form Cum Receipt along with the T&C

(Applicant Signature)