

Terms and Conditions for supply of Piped Natural Gas ("PNG") to Domestic Customer

[The agreed terms and conditions between THINK Gas/ AGP City Gas/ TG Bagpat/TG Bhopal/TG Begu/TG Himachal/ TG Ludhiana (herein after referred to as "Seller" or "TG") and the applicant named in the registration form (hereinafter referred to as "Customer") for the supply of Piped Natural Gas (herein after referred to as 'PNG') under the brand name of the **Think Gas** are stated below:]

1. Definitions and Interpretations

- (a) **"Customer"** means the applicant for supply of PNG for domestic/household use;
- (b) **"Last Mile Connectivity (LMC)"** means equipment and facilities including the labour cost of installation, that is, between the riser isolation valve before the metering unit and the Suraksha hose pipe connecting the burner in the Customer's premises as defined in the Petroleum and Natural Gas Regulatory Board Act, 2006 and applicable Regulations thereunder;
- (c) **"PNGRB"** means Petroleum and Natural Gas Regulatory Board;
- (d) **"Premises"** means the premises/ tenement/ house/ flat/ apartment owned or occupied by the Customer wherein the PNG is supplied by the Seller;
- (e) **"Security Deposit"** shall mean interest free refundable amount collected from the Customer at the time of providing PNG connection towards the safekeeping of the equipment installed at the premises of the Customer;
- (f) **"1 SCM"** shall mean the quantity of gas that occupies a volume of one (1) cubic meter at standard temperature & pressure;
- (g) **"Tariff Card"** means a document indicating, inter alia, Connection Charges Plan and/or Tariff Plan etc.

2. PNG CONNECTION AND SUPPLY

- 2.1 The Customer agrees to purchase PNG to be supplied by the Seller up to and at one identified place in the said Premises which is located at the address stated in the registration form, subject to permissions, techno-commercial feasibility and HSE policy. The PNG shall be used solely for domestic purposes at the registered premises and shall not be resold or supplied to any third party. Unauthorized usage will result in penalties and/or disconnection as per the Seller's policy.
- 2.2 Upon submission of the duly completed registration form and payment of applicable charges and deposits (as per the selected plan and tariff card), the Seller shall initiate the technical and safety assessment of the premises. If found feasible, the Seller shall determine the pipeline layout, install the meter and associated equipment, and endeavor to provide the connection within three (3) months from payment realization. However, delays caused by reasons beyond the Seller's control shall not be attributable to the Seller.
- 2.3 The installation activity as mentioned above may be carried out by the Seller or through its authorized representative/agency as per the technical specifications and safety standards in the relevant regulations. In case of any trenches dug, holes are cut in the wall, floor and other similar work, their reinstatement will be the sole responsibility of the Customer. Making hole in the RCC/stone/tiles fitted inside the kitchen/bathroom or in the route of the PNG pipeline shall be done by the Customer.
- 2.4 The supply of the PNG shall be subject to realization of the interest free Security Deposit for registration and connection charge to be paid by the Customer as stated in the registration form / tariff card / connection charge. The Security Deposit shall be collected at the time of submission of Application by the Customer or under EMI Scheme for a period of 24 months, and shall be refunded in the event: (i) of non-provision of PNG connection by the Seller on account of technical non- feasibility or (ii) non-provision of PNG connection for any reason directly attributable to the Seller or (iii) on termination of the connection.
- 2.5 Upon realization of registration charges, Customer's will be prioritized for PNG supply as and when it is operational in their area. The Seller will ensure reasonable efforts to provide uninterrupted PNG supply of satisfactory quality but shall not be liable for interruptions due to maintenance, repairs, or force majeure events.
- 2.6 The Customer shall make a fresh application along with applicable charges for any change in the intended use of PNG at the premises such as installation of gas geysers or additional appliances prior to effecting such change.
- 2.7 All rights under this agreement are non-transferable. In the event of the Customer's death or incapacitation, legal heirs/guardian may be substituted, at the discretion of the Seller. The Seller retains the right to supply gas to other Customer's through pipelines installed at the premises, without affecting the Customer's supply.
- 2.8 The customer shall not use same burner once converted for PNG connection to use LPG.

3. PROPERTY/OWNERSHIP

- 3.1 All piped work, fittings, meter and other materials used for the purpose of supply of PNG up to and including the appliance valve shall be provided at its own cost by the Seller and shall remain the exclusive property of the Seller at all times and the Customer shall not have or claim any right, title or interest therein. The Customer shall remain the custodian of such properties.
- 3.2 The Customer 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. A penalty of Rs. 5000/- shall be imposed for breach of these conditions.
- 3.3 The authorized representatives from the Seller will have access to the Customer's premises to perform jobs like meter reading, repair, replacement, annual inspection/ maintenance/checks, additional kitchen, geyser points etc. as and when required. The authorized representatives of the Seller shall carry proper identification and authorisation documents, failing which the Customer shall be at liberty to deny access. A penalty of Rs. 1000/- shall be imposed for breach of these conditions.
- 3.4 In case the Customer is not interested to start the gas supply at their premises, THINK Gas can recover the material installed including Pipes, meter, fittings and equipments after giving a 15 days' notice.

4. CHARGES

- 4.1 The Customer confirms that the Seller has explained the applicable tariff/charges, including the cost of material and labor for the standard connection, which comprises:
 - (a) One gas point,
 - (b) One riser isolation valve,
 - (c) One metering unit,
 - (d) Up to 15 meters of GI/Copper piping up to the gas tap,
 - (e) One Suraksha (safety) hose pipe.
- 4.2 Please note that the charges shall be applicable as per Tariff Card updated time to time by the Seller on its website. In case of material or labor requirements beyond the standard connection, the Customer agrees to bear the additional costs. The Customer also undertakes to pay for any after-sales service availed, as per prevailing rates.

- 4.3 The Customer shall pay applicable annual charges, along with any other charges as may be notified by the Seller from time to time.
- 4.4 The Seller may provide maintenance services up to the gas tap. However, all equipment or installations beyond the gas tap, including wire-braided rubber hoses and appliances, shall be the sole responsibility of the Customer. Any cost for material/equipment replacement and labor beyond the gas tap shall be borne by the Customer.
- 4.5 Any modification, extension, alteration, or relocation of the gas connection (including meter, pipeline, or regulator) shall only be undertaken by the Seller. The Customer shall submit a request and pay the applicable non-refundable charges as per the prevailing Tariff Card. The Customer is strictly prohibited from tampering with, modifying, or concealing the connection on their own. Any such unauthorized modification may lead to immediate disconnection and penalties, as determined by the Seller in accordance with applicable law.
- 4.6 The Customer shall pay rental charges, if and when such charges are introduced by the Seller in the future.

5. BILLING AND PAYMENTS

- 5.1 **Postpaid Customers (Mechanical Gas Meter)**
 - (a) The Seller shall raise bills on a monthly basis, based on actual PNG consumption recorded through the installed meter. Bills shall include applicable taxes, duties, cess, and any other recoverable charges. Seller reserves the right to revise the billing frequency.
 - (b) Bills will be delivered by hand and/or via email and/or other electronic means like SMS/RCS/WhatsApp etc. At registration, Customer must provide a valid email and/or mobile number to receive bills, alerts, and service updates, etc. In case of any change in the email and/or mobile number, it is the responsibility of the Customer to get the same changed in the records of the Seller. In case of bill being not received by the Customer, the Customer shall obtain the same by logging in to THINK Gas App.
 - (c) PNG consumption will be measured using a meter installed and maintained by the Seller in the Customer's premises. The Customer shall pay at the applicable tariff notified via the Seller's website or electronic channels (e.g., SMS/RCS/WhatsApp).
 - (d) Payments must be made by account payee cheque in favour of **"AGP CITY GAS/THINK Gas"** or via digital modes notified by the Seller. Cash payments are discouraged. The Seller shall not be responsible for any payments made through unauthorized means or to unauthorized persons.
 - (e) If meter reading is not possible (e.g., locked premises), the bill will be raised on average consumption from the last six billing cycles. Any differential will be adjusted in the next bill upon actual reading.
 - (f) If meter access is denied for three consecutive cycles, the Seller will issue a 7-days' notice to ensure access. Non-compliance may result in supply disconnection. Special reading requests outside working hours may be entertained at an additional cost to the Customer.
- 5.2 **Payment Terms**
 - (a) Bills must be paid in full by the due date. Part payments are not accepted. Late payments will attract penalties and/or interest as stated in the bill. Advance payments, if any, shall be interest-free.
 - (b) Non-receipt of the bill is not a valid reason for non-payment. If a Customer does not receive their first bill within two months of supply commencement, or subsequent bills within ten days of the billing cycle, they must promptly obtain a duplicate copy from the Seller.
 - (c) In case of a disputed invoice, the Customer must pay the billed amount in full by the due date and raise the complaint within 30 days. If the dispute is found valid, the adjustment will be reflected in the next bill.
- 5.3 **Dishonour of Instruments:** If any payment instrument (e.g., cheque) issued by the Customer is dishonoured due to reasons attributable to the Customer, administrative charges and applicable taxes shall be levied in addition to interest. The Seller reserves the right to initiate legal proceedings under the Negotiable Instruments Act, 1881.
- 5.4 **Recovery Post-Termination:** Any outstanding dues remaining post-termination of gas supply shall continue to be recoverable from the Customer, including interest and charges as per the applicable tariff card.
- 5.5 **Meter Dispute & Testing:** In case of suspected meter inaccuracy:
 - (a) The Customer may request testing by paying prescribed fees.
 - (b) The Seller will acknowledge the complaint immediately and provide a mechanism for lodging it electronically.
 - (c) The meter will be tested within 15 days of the request, with 7 days' advance notice to the Customer.
 - (d) Test results will be shared within 10 days.
 - (e) If the meter is found defective, testing fees will be refunded, and billing corrections made accordingly.
 - (f) If the meter is removed for repair/replacement, supply shall continue, and interim billing shall be based on the average of the last six billing cycles.
 - (g) If meter damage is found to be due to Customer negligence, the Customer shall bear the replacement and related costs.
 - (h) If meter is rendered inaccessible on three consecutive billing cycles by a Customer, the Seller shall serve a seven days' notice to the Customer under proper receipt to keep open the Premises for taking meter reading on dates and time indicated in the notice. If the Customer fails to comply with such notice, the Seller may disconnect such gas supply. In case of request for special reading of meters beyond working hours or on a holiday due to non-availability of Customer during the normal working hours, the Seller may do so at reasonable cost to the Customer.
- 5.6 **Prepaid Customers (Smart Meters/ Intelligent Pre-Paid Meters)**
 - (a) Recharge must be made through the designated Seller's mobile app, reputed UPI Apps or THINK Gas website. In case of Intelligent Pre-Paid meters, the Customer can monitor its balance on meter. In case of Smart Meters, customers can monitor balance through designated apps and receive low balance or recharge alerts via electronic means (SMS/RCS/WhatsApp).
 - (b) Deductions for other charges, including EMIs if applicable, will also be communicated via digital platforms.

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6. DISCONNECTION OF SUPPLY FOR NON-PAYMENT AND RESUMPTION

PNG supply shall be disconnected if any bill remains unpaid after a fifteen (15) days demand notice to the Customer Resumption of supply shall be at the sole discretion of the Seller, only upon full clearance of all outstanding dues, including applicable interest and penalties.

Supply may also be disconnected in the event of:

- Material Breach of any terms and conditions of this contract,
- Damage or loss caused to the Seller's property by the Customer,
- Render the premises inaccessible to the Seller for 3 consecutive billing cycles for meter reading.

In case of repeated defaults, the supply may be permanently disconnected, the Security Deposit forfeited, and the Customer may become ineligible for any new PNG connection within the Seller's area of operation.

7. TERMINATION

7.1 TERMINATION OR FORCED DISCONNECTION ("FD") BY THE SELLER

Without prejudice to the other rights of the Seller in law, the Seller may at any time, carry out the disconnection of the Gas supply under following events:

- The Customer fails to pay any amount due, including penalties, within thirty (30) days from the due date; or
- The Customer breaches any obligation or condition under these terms & conditions and fails to rectify the same; or
- In the event of the Customer's death, insolvency, or mental incapacity, and the legal heir/representative fails to submit the required documents within sixty (60) days; or
- The Customer furnishes false or incorrect information in the registration form; or
- PNG remains unused for a continuous period of twenty-six (26) weeks without prior approval from the Seller; or
- The Customer tampers with, modifies, or alters the Seller's property, including meters and associated equipment; or
- The Customer is found using gas for unauthorized (non-domestic) purposes; or
- The Customer commits theft of gas. In such cases, the Seller may disconnect the supply, seize material evidence from the premises, and initiate legal proceedings, while informing the Customer.

In case of any other default, the Seller shall issue a notice of at least seven (7) days prior to disconnection of supply.

7.2 TERMINATION OR "PERMANENT DISCONNECTION" BY THE CUSTOMER

The Customer may, by written notice, request for termination of Gas supply and apply for refund of Security Deposit. Customer shall be obligated to make the payment of final settlement invoice within 7 days from the date of invoice. Based upon such request of the Customer for termination and if the Customer does not make the payment within 7 days, the Customer shall be refunded Security Deposit after making necessary adjustment of the final bill and receiving a "No Dues Certificate" from the Seller.

7.3 CHANGE OF OWNERSHIP OF CUSTOMER'S PREMISES

- The Customer shall inform the Seller before any change of ownership of premises and clear all pending arrears due to the Seller.
- The new owner of the premises may apply to the Seller along with necessary documentation in a fresh Application for PNG connection to the Seller.
- Where an Applicant has purchased a property with gas connection lying disconnected, s/he shall apply to the Seller for "No dues certificate", if not obtained earlier by the previous owner;
- The Seller shall intimate in writing, the dues or issue "No dues certificate" within seven days from the date of receipt of application.
- The Seller may permit the transfer of the PNG connection from one name to another in the event of sale/purchase of the premises, demise of the registered Customer, etc. The transfer of PNG connection from one name to another is subject to the submission and verification of requisite documents as may be required by the Seller and will be effective only upon full satisfaction of the Seller

8. For Tenants

I undertake that I am the lawful tenant of the premises and I am taking the PNG connection in my name and for my usage. The company shall not in anyway be responsible for installation of this connection in case of any dispute between owner and the tenant.

9. TEMPORARY DISCONNECTION BY THE CUSTOMER

- The Seller may, at its own discretion, offer the Customer a facility for temporary disconnection (hereinafter referred to as "TD") of the PNG supply upon the receipt of specific application for such specific period. Applicable Charges for availing TD shall be paid by the Customer as per the prevailing Policy. Security Deposit shall not be refunded in case of TD.
- During the TD period, PNG usage by the Customer is strictly prohibited, and no bills shall be generated by the Seller until (i) the end of TD period, or (ii) the date on which reconnection request is requested by the Customer, whichever is earlier.
- Upon completion of TD period or on reconnection, billing shall resume irrespective of actual usage. Any usage of PNG during the TD period shall be treated as **unauthorised use**, and the Seller may impose penalties and/or initiate civil or criminal proceedings as applicable.
- If PNG is not consumed by the Customer for a continuous period of twenty six (26) weeks without prior approval, the Seller may consider it as a case of TD, disconnect the supply, and levy applicable maintenance charges. In such cases, the Security Deposit shall not be refunded.

10. RECONNECTION

In the event of termination due to FD/TD or stoppage of gas supply, the Customer may apply for reconnection, after clearance of dues along with applicable charges.

In the event of termination due to PD, the Customer may apply for reconnection after submission of fresh application along with the applicable charges at the time of such request. Reconnection or re-commissioning shall be at the sole discretion of the Seller.

11. GENERAL COVENANTS

- The Customer hereby undertakes that they would provide adequate rights of laying and installing PNG pipeline with route clearance decided by the Seller. There is no scope of re-routing after the installation of PNG pipeline. If, any objection / claim / notice or any sort of dispute is raised with respect to installation of pipeline, the Customer is solely responsible to bring an NOC from the respective agency/society/ authority etc. who is raising such dispute. In absence of this, the Seller shall not commission the PNG connection to the Customer.
- It shall be the duty of the Customer to inform to the Seller, immediately, any defects or leakage in PNG supply. The Customer shall be deemed to be in exclusive possession and control of the PNG once PNG enters the boundary of the premises of the Customer (isolation valve, meter or designated boundary of the Customer whichever is earlier) and thereupon the Customer shall be solely liable for any leakage or for any damage caused to any person or property directly or indirectly as a result thereof. Notwithstanding discontinuation of supply, the Customer shall indemnify the Seller against all losses, damages, actions or claims that may be suffered or incurred by the Seller due to any reason attributable to the Customer.
- The Seller reserves the right to amend or modify these Terms and Conditions from time to time. Any such revisions shall be effective upon publication and made available on the Seller's official website for Customer reference.
- All provisions of the Petroleum and Natural Gas Regulatory Board Act, 2006, and related rules, regulations, and guidelines, shall apply to both the Seller and the Consumer. In case of any conflict between these Terms and Conditions and PNGRB regulations, the PNGRB regulations shall take precedence.
- The Seller shall also be entitled to frame, modify and revise the general conditions of supply applicable to all the domestic Customer s. Such general condition framed and revised from time to time shall be binding on the Customer and shall be deemed to be part and parcel of this contract. These general conditions shall be intimated to the Customer through a public notice or shall be displayed at the notice board at the Seller's office. In case of any inconsistency, these general conditions so intimated shall prevail over the terms and conditions stated herein.
- This contract shall be deemed to be binding on all the members staying along with the Customer in the said premises and his legal heir or guardian and they shall be liable jointly and severally for breach of any terms and condition of this contract as if they were Customers themselves under this contract.
- The Customer shall comply with KYC norms set by Government/ Seller as and when required and submit all the necessary/ required documents as per KYC norms.
- At the time of Annual Check-up/ Maintenance/inspection, if any illegal connection is found then Customer is liable to pay the actual charges plus penalty as per the Seller policy.
- The Seller reserves the right to assign or transfer all or any of its rights and obligations to any other body corporate by giving public or individual notice to Customer.
- Indemnity:** The Customer shall at all times, indemnify the Seller for any loss sustained by the Seller due to any negligence in handling PNG, breach of the terms and condition including violation of any Law, etc.
- Jurisdiction:** All disputes arising out of these Terms and Conditions for supply of Gas shall be subject to jurisdiction of competent civil courts within local limits.

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 Customer and it shall be treated as a binding contract between the Seller and the Customer.

CONSENT FOR PERSONAL DATA PROTECTION

I hereby authorize THINK Gas to collect, use, store, and process my personal data for purposes related to PNG connection, billing, safety, service delivery, and regulatory compliance, in accordance with the Digital Personal Data Protection Act and Rules. I understand that I may request correction or withdrawal of my data/consent through the Seller's website or customer care, and that my data will be retained only for as long as required under applicable law.

CONSENT FOR COMMUNICATION

I hereby consent to THINK Gas contacting via phone, SMS, RCS, WhatsApp, email, or other electronic means for service-related updates and informational messages (billing & payment, safety, maintenance, connection, emergency alerts, recovery) and promotional messages (new services, offers, schemes), in compliance with TRAI and NCPR/DND regulations. This consent shall remain valid until I withdraw it through the opt-out option available on the THINK Gas website, THINK Connect App, or by contacting customer care. *The opt-out option will apply only to promotional messages.*

UNDERTAKING WITH RESPECT TO LPG (AS PER GOVERNMENT DIRECTIVES)

The Customer hereby undertakes to surrender its subsidized LPG connection or keep it in Safe Custody or convert it to non-subsidized one as per government directives.

DECLARATION

I confirm that I am authorized to make this application to THINK Gas for supply of piped natural gas. I do hereby declare that I have read and understood the above-mentioned terms and conditions including the charges and rates stated therein and state that they are reasonable, and I hereby accept the same in it's entirely irrevocably and unconditionally and accordingly put and subscribe my hand to these terms and conditions.

Applicant's / Customer's Signature