

Consumer No. _____

DEPOSIT PAID

Amount Rs. _____

Receipt No _____

Receipt Date _____

**PUNJAB INDUSTRIAL ESTATES
DEVELOPMENT & MANAGEMENT COMPANY**

CONTRACT FOR THE SUPPLY OF GAS FOR INDUSTRIAL USE

BY THIS CONTRACT, made between **Punjab Industrial Estates Development and Management Company (PIEDMC)** incorporated under the section 42 of the Companies Ordinance 1984 (now Companies Ordinance Act, 2017) and having its registered office at Head Office Commercial Area (North), Sundar Industrial Estate, Sundar Raiwind Road Lahore (hereinafter referred to as the “**Company**”), and (full name, description and postal address of the Consumer for submission of natural gas/ RLNG bills)

Name in Block Letters _____

Natural Gas Load MCF/day, CFT/hour _____

Type of Industry/Process/Product _____

Natural gas/ RLNG required for (Full Description of Purpose) _____

i) Natural gas/ RLNG Supply Address _____

Telephone No. _____ Fax No. _____ Email _____

ii) Business Address _____

Telephone No. _____ Fax No. _____ Email _____

Type of Company: [] Public Limited [] Private Limited [] Partnership [] Sole Proprietorship

(hereinafter called “the Consumer”) the Consumer agrees to purchase from the Company and the Company agrees to supply “natural gas/ RLNG” to the Consumer, at (full description and location of the premises)

for Industrial use at the above noted premises as an end Consumer from the _____ day of _____ upon the terms and conditions set forth hereinafter and upon the statutory terms and conditions (if any) at the prevailing rate both for the natural gas/ RLNG consumed and for hire of the meter particulars hereof are set out below:-

(In the context of this Contract, Authority/Competent Authority means Oil and Gas Regulatory Authority or any other successor thereof assigned by the Government)

TERMS AND CONDITIONS

1. SECURITY DEPOSIT

- (i) Consumer, immediately at the time of the execution of this Contract shall pay to the Company the sum of Rs. _____ as the “Security Deposit” in cash or bank guarantee/Standby Letter of Credit (SBLC) or in any other form as approved and offered by the Company from time to time equivalent to 3 months estimated natural gas/ RLNG consumption during an year for Bank Guarantee and 1 month estimated natural gas/ RLNG consumption for SBLC, inclusive of all Government taxes as the “Security Deposit” in cash or bank guarantee or SBLC from any scheduled bank in Pakistan, in accordance with the enclosed proforma, or in any other form as may be required by the Company. The security if deposited in the form of cash will entitle the Consumer to earn interest at the rate fixed by the Company from time to time, adjustable against outstanding bills on yearly basis. If during the course of this Contract the Security Deposit, in the sole discretion of the Company, is insufficient to cover three billing month’s supply either in case of cash deposit or bank guarantee or SBLC, or not equivalent to the alternative option offered by the Company, then the Company may by notice to the Consumer increase the Security Deposit and upon such notice, the Consumer shall become liable to forthwith pay the increased amount or furnish a bank guarantee / SBLC for the increased amount to the Company.
- (ii) If subsequent to the execution of this Contract by the Consumer and the Company:-
- (a) the Consumer shall desire installation of additional burner, equipment

entailing increase in consumption of natural gas/ RLNG by the Consumer subject to the prior approval of the Company or the usual consumption of natural gas/ RLNG by the Consumer shall be otherwise increased;

(b) or the price of natural gas/ RLNG shall be increased in accordance with the terms of this Contract;

(c) or any new tax or charge shall be levied on natural gas/ RLNG by any Government or local or other authority or any such tax or charge already levied on natural gas/ RLNG shall be increased;

then in addition to the sum mentioned in sub-clause (i) above, the Company shall have the right to demand from the Consumer and the Consumer on such demand shall pay to the Company such amount in cash or furnish a bank guarantee in lieu of this amount from any scheduled bank in Pakistan, in accordance with the enclosed proforma, on account of additional deposits as the Company may deem necessary or expedient. Provided the total amount required to be deposited under sub-clause (i) of this clause shall not exceed the amount which, according to the estimate that the Company may from time to time make, the Consumer shall pay to the Company if required under this Contract on account of estimated consumption of natural gas/ RLNG in three months together with taxes and charges payable thereon.

(iii) The Security Deposit if in cash is a security to be retained by the Company for the duration of this Contract and the Company may at its option use the Security Deposit for the purposes of the Company from time to time. The Company shall be entitled to set off from the amount of Security Deposit any amounts due from the Consumer to the Company on any account whatsoever. No connection for natural gas/ RLNG being supplied hereunder will be activated or maintained in the absence of the Consumer paying the appropriate prevailing Security Deposit to the Company or furnishing an appropriate bank guarantee/SBLC for such amount as contemplated by this Clause.

iv) The Consumer undertakes to maintain Security Deposit at the required level throughout the duration of the Contract and in the event of any draw or deduction

by the Company from the Security Deposit or the consumption of natural gas/ RLNG and/or connected load increases for any reason whatsoever beyond the level of current security deposit or natural gas/ RLNG consumption increases beyond the normal consumption of existing equipments, the Consumer undertakes to deposit the Security Deposit on demand being made by the Company so it is maintained at the level required by the Company.

- v) If the Security Deposit is in the form of a bank guarantee/SBLC, the Company may encash the said security deposit to recover amounts certified as being due from the Consumer to the Company. In addition, the Company may encash the bank guarantee if less than fortnight remains for its validity and an adequate replacement is not furnished by the Consumer to the satisfaction of the Company. Despite the above, the Company reserves the right to disconnect the supply of the Consumer in case of failure to deposit the additional Security Deposit by him, within the time limit given by the Company in the notice issued to the Consumer.
- vi) Refund of security deposit upon the termination of “Gas Supply Agreement” either from the consumer or by the company. In case if consumer wants termination of gas contract then, it will submit request for the termination of gas service through authorized channel (through email or submission on their letter head etc.). where, the customer will furnish required documents to concerned department for clearance of refundable security deposit. After that accounts department will verify the consumer details/ documents and shall adjust the refundable security deposit to consumer which has accrued. Following steps shall be followed:
- Schedule and conduct a final meter reading to ensure the accurate billing against supply of Natural gas/ RLNG up to the gas contract termination date.
 - Generate the final gas bill which will incorporate final reading and outstanding charges or arrears (if any).

Total outstanding amount will be calculated including final gas bill and possible deduction for damages/penalties. Determine the refundable amount of security deposit and shall be reimbursed to consumer after obtaining approval from Competent Authority i.e. CEO through Accounts / Finance department.

2. PRICE

- (i) Subject to the provisions hereinafter made, the Consumer shall pay to the Company for all-natural gas/ RLNG supplied to the Consumer at the prevailing rates notified by the Authority in accordance with Policy Guidelines issued by the Federal Government from time to time. Notwithstanding the foregoing, the Consumer shall be liable to pay the minimum charges, if the consumption during any billing month, falls below the consumption level representing the minimum charges, as notified by the Authority from time to time.
- (ii) The price of natural gas/ RLNG charged by the Company to the Consumer as set forth in the bills of the Company, shall be binding on the Consumer and the Consumer agrees to pay the same. The price of natural gas/ RLNG supplied is subject to change from time to time by the Authority and any new price shall be binding on the Consumer payable effectively as and when specified by the Authority. The Company shall not be obliged to provide any notice of change or contemplated change in the price to the Consumer.

3. METER RENT

The Consumer shall not pay the Meter Rent as BoD-PIEDMC has waived off the Meter Rent charges for its industrial consumers located in different Industrial Estates operated under the umbrella of PIEDMC.

4. OTHER CHARGES

- (i) In addition to the price of natural gas/ RLNG, and Security Deposit, the Consumer shall also pay to the Company all taxes or charges levied or imposed upon natural gas/ RLNG on sale or supply or distribution of natural gas/ RLNG by the Government or local or other authority or any increase in the rate or charges of natural gas/ RLNG by the producers/purifiers of natural gas/ RLNG as notified by the Authority (OGRA) under applicable law from time to time, irrespective of the fact whether the same has been intimated or not, to the Consumer by the Company.

- (ii) The Consumer shall also pay to the Company applicable charges as approved by the Authority towards testing the houseline before commissioning the natural gas/ RLNG supplies, where houseline was already installed and/or installed and tested under a previous contract.
- (iii) The Consumer shall be solely and fully responsible for the repair and maintenance of the internal piping / houseline and natural gas/ RLNG installations after the meter. The Consumer shall install the internal piping/ houseline through such contractors/persons as are licensed for this purpose by the Company. The Consumer may, however, request the Company for installation of the internal piping / houseline on payment of such charges as are fixed by the Company from time to time. The Company, in such an eventuality, shall meet this requirement depending on the availability of manpower and materials.

5. TITLE AND OWNERSHIP OF GAS METER AND OTHER APPURTENANCES.

- (i) All pipes and fittings from the natural gas/ RLNG main to the property line will be provided by the Company and shall remain Company's property. All pipes and fittings on and within the property line will be provided by and installed at the expense of the Consumer and the Company will not be responsible for leakage of natural gas/ RLNG from, nor repairs to such pipes or fitting. The main cock, serviceregulator, inlet pipe of meter and the meter installed by the Company will be fixed and kept in good repair by the Company free of charge. However, the Consumer shall be liable for the damage done to the gas meter and other appurtenances due to tampering.

- (ii) Company's meter, the registering index of the meter, pressure regulator(s), pressure recording gauge and meter by-pass valves shall be sealed by the Company's authorized representative using Company's authorized seal in the presence of the Consumer or his authorized representative. The Consumer will then be responsible to ensure that the Company's meter is not tampered with and if any such tampering is found, it shall be at the sole liability of the Consumer. The Company's authorized representative shall check the meter in the presence of the Consumer or his authorized representative and will record after inspection of the meter, its condition and the index number.

- (iii) Except in the case of damage due to natural calamity, the Consumer shall be responsible for the safety of the meter, EVC as well as the service regulator, main cock and inlet pipe of the meter from theft, loss, damage, etc., during the period of this Contract and since these are fitted for the purposes of ensuring continued natural gas/ RLNG supply to the Consumer at his premises, Consumer shall, in case of such eventuality, be responsible for the payment of the price of such meter, EVC, regulator, cock, pipe filter assembly and other appurtenances etc, if replacement is required.

- (iv) The Company shall retain the title and ownership of all regulators, meters, pipes, valves, devices and other appurtenances placed by it at the said premises and may remove or replace the same at any time before or after the termination/cancellation of the Contract without any prior notice to the Consumer.

6. HOUSELINE INSTALLATION, MODIFICATION AND ALTERATION

- (i) All pipes and fittings after the natural gas/ RLNG meter will be termed as internal piping / houseline. It shall be the responsibility of the Consumer that he has the internal piping / houseline and any modification/alteration thereto installed in accordance with the design and material specification provided by the company and tested for safe operation to his satisfaction. The Consumer hereby agrees that the houseline will be installed and tested by a licensed contractor/person of the Company (or by the Company's representative) in accordance with the layout plan approved by the Company, before the natural gas/ RLNG connection is provided to Consumer's premises. However, in case of any mishap due to Consumer's negligence, the Company shall not be held liable for any loss or damage. Furthermore, if there is any loss of natural gas/ RLNG after the meter in internal piping/houseline etc., the Consumer shall be liable to pay for the same.

- (ii) The Company shall, prior to providing natural gas/ RLNG to the premises:
 - a) Check the installation to ensure that it meets the standards of good workmanship for safe supply of natural gas/ RLNG; and
 - b) Test the installation for checking leakages using the technical standards fortesting as laid down by the Authority.

- (iii) Company has the right to inspect the houseline of the Consumer at all reasonable times to verify proper maintenance and compliance with safety standards and to inspect connected gas load and gas burning equipments.

7. **METER INSTALLATION**

- i) The gas meter shall normally be installed by the Company at the property boundary/common passage of the Consumer, at an appropriate location as determined by the Company in consultation with the Consumer. The Consumer shall provide adequate space as per Company's technical and safety requirements for the meter station / meter at the boundary wall, within the Consumer's premises, nearest to the Company's gas main/service with an independent approach from outside the boundary wall.

If, at any time, the property boundary where the natural gas/ RLNG meter is installed turns out to be of someone other than the Consumer having any objection to the installation of the natural gas/ RLNG meter, the Company shall be at liberty to remove the natural gas/ RLNG meter after service of notice and giving the Consumer an opportunity to provide alternate place for installation of meter and to disconnect the natural gas/ RLNG supply till such time that alternate place is provided by the Consumer for the installation of the natural gas/ RLNG meter, which shall be entirely at the expense of the Consumer. The Company may, if there is some physical limitations, install the meter at the property boundary of another person subject to the Consumer providing "No Objection Certificate" from the owner of that property. In case of any encroachment around the meter thereby restricting free access to the said meter, it shall be the responsibility of the Consumer to arrange for its clearance in liaison with the concerned authority or neighbors.

- ii) The company shall have the right to relocate the meter and other installations/property of the company to any other suitable location for safety, security, unhindered meter reading and inspection. The Consumer shall provide necessary space in such an event. If the relocation of the meter and other appurtenances is requested by the Consumer it will be carried out at Consumer's cost.

8. FURTHER CONNECTIONS/ALTERATIONS

- (i) The Company shall have the right to provide further connections to other parties or premises from the service/ supply main installed for the purpose of supplying natural gas/ RLNG to the above mentioned premises of the Consumer.
- (ii) Alteration in or additions to natural gas/ RLNG installations will be made only by the Company, but the Company, may in exceptional cases exercise its discretion to permit the Consumer to undertake alterations in or additions to the natural gas/ RLNG installations through its approved contractors. Such permissions must be obtained in writing from the Company in advance.

9. METER INSPECTION

No meter shall be connected to or disconnected from the Company's natural gas/ RLNG pipe except by the authorised workmen of the Company. The meters shall be inspected periodically by the Company. The Consumer shall ensure that Company's authorised representative(s) shall have free access at all reasonable times to inspect, adjust or replace the meters or other fittings or appurtenances without hindrance.

10. MEASUREMENTS AND METER REGISTER

- (i) The unit of volumetric measurement shall be one cubic foot of natural gas/ RLNG measured at absolute pressure of 14.65 pounds per square inch and temperature of 60 degree Fahrenheit (or equivalent in metric measure) without adjustment for water vapour content. However, required correction factors such as pressure, flowing temperature, specific gravity, deviations from Boyle's Law, etc shall be applied wherever applicable. The natural gas/ RLNG delivered hereunder shall be measured in accordance with methods in use in the industry generally and recommended by the Gas Measurement Committee of the Natural gas/ RLNG Department of the American Gas Association, applied in a practical manner or any such other method approved by the Authority from time to time.

- (ii) The Volume of natural gas/ RLNG consumed by the Consumer shall be measured by an accurate meter installed by the Company. The volume shall be measured in terms of cubic feet or cubic meters which will be converted to British Thermal Units (BTUs) with the application of Gross Calorific Value (GCV) measured accurately at appropriate location as determined by the Company and the Consumer shall be billed on the basis of actual BTUs supplied.
- (iii) The register of the meter maintained by the Company shall be prima facie evidence of the volume of natural gas/ RLNG consumed, but should the accuracy of the meter be disputed and the meter be officially tested and be found to register erroneously, the meter shall, if the period of inaccuracy is not known or ascertainable, be deemed to have registered erroneously to the degree so found for the past 60 days and the period of adjustment on either side shall not exceed 60 days. This clause shall not be applicable in case, where the Consumer is found to have been responsible directly or indirectly in tampering with the natural gas/ RLNG meter and auxiliary instruments in any way. The Company shall not be liable to pay any amount to the Consumer in respect of any such adjustment and the same will take place by making appropriate adjustments in future or current bills of the Consumer.
- (iv) In case, the meter, for any reason whatsoever, ceases or omits to register regularly the volume of natural gas/ RLNG supplied, the Consumer shall pay to the Company for the natural gas/ RLNG supplied to him during the period the meter remained out of order or for a period of 12 (twelve) months, whichever is less, on the basis of bill for the preceding or following 2 (two) months consumption whichever is higher. However, for consumers having seasonal consumption/pattern, adjustment shall be charged on the basis of corresponding month's consumption of previous year.
- (v) In case the meter/ meter station of a Consumer is found damaged due to any act on part of the Consumer or due to unauthorized increase in natural gas/ RLNG load, the Consumer shall be liable to pay to the Company full cost of the meter or cost of any component found damaged, as determined by the Company in addition to the cost of

ancillary overheads and consequential loss of estimated natural gas/ RLNG as calculated by the Company provided that the period for recovery of such loss of natural gas/ RLNG shall not exceed 12 (Twelve) months or any other period as approved by the Authority from time to time.

- (vi) In case the meter station is damaged partially or completely due to negligence or mishandling by Consumer, then Consumer shall bear full construction cost of damaged components including the cost of meter, EVC, regulator, filter assembly and other appurtenances, ancillary overheads, as determined by the Company.

11. BILLING

- (i) The accounts will be furnished periodically. This period may be 07 to 08 days or shorter period depending on the prevailing policy of the Company in this respect. Any change in this respect will be at the sole discretion of the Company but the Consumer will be duly notified at least 15 days in advance. The bills pertaining to natural gas/ RLNG consumption based on the above accounts are payable on demand irrespective of any deposit in hand. The accounts/bills are to be paid at the authorized bank within 03 days of the date of issuance. In default thereof interest at the rate of 1 month KIBOR + 2% on the outstanding amount of the gas bills without compounding shall be payable in addition to the bill amounts, subject to change from time to time with the approval of the Authority. After the bills/accounts have been furnished and paid, if the Company at any time discovers any errors, omissions or discrepancy in any such accounts/bills due to any reason whatsoever, the Company shall be entitled to bring such discrepancy to the notice of the Consumer and furnish correct accounts/bills which the Consumer undertakes to pay within 03 days of the date of such correction and issuance of notice by the Company to the Consumer.
- (ii) If the Consumer finds any mistake in the bill, he should bring it to the notice of the Company upon receipt for correction. Any mistake in the bill shall not entitle the Consumer to withhold payment of the bill in time and an adjustment, if required,

shall be made in the following bills. Similarly, if the Company finds any mistake in the bill sent to the Consumer, the Company shall, upon having discovered the mistake, be entitled to send the correct bill and the Consumer shall be liable to pay the same provided that no correction can be claimed by either party for a period exceeding twelve months from the date of issue of the bill.

- (iii) In case meter cannot be read due to any reason, the Company shall submit provisional bill based on the average of past two months consumption, or on basis of connected load if billing record is not available and the Consumer shall make payment against that bill within due date. The Company shall adjust the estimated consumption against actual reading in the following billing period and bill the Consumer for the difference. The Consumer shall make payment against each bill within due date.

12. PAYMENT

- (i) All bills pertaining to natural gas/ RLNG consumption and/or other charges are payable within 03 days of the date of issue (hereinafter referred to as "due date"), as shown on the bills.
- (ii) The responsibility for making payment is that of the Consumer. If the first bill is not received by the Consumer within 07 days of commissioning of natural gas/ RLNG supply and thereafter if any subsequent bill is not received by the Consumer, within 14 days after the last bill's due date, the Consumer shall communicate with the Company in order to ascertain his liability for payment and obtain a duplicate bill. If the Consumer fails to pay the bill by the due date, the Company shall be entitled to disconnect the supply of natural gas/ RLNG and to remove its natural gas/ RLNG meter and other equipment after serving due notice of disconnection. A notice printed on the natural gas/ RLNG bill conspicuously shall be considered sufficient for this purpose. All bills sent by the Company at the registered address, by ordinary post or delivered by hand at the said address shall be considered sufficient delivery of the

bills/notices to the Consumer by the Company intimating the Consumer's liability to payment for natural gas/ RLNG consumed.

- (iii) Payment shall be made within the due date either, through a bank pay order or any other authorized mode of payment in favor of "PIEDMC" to the authorized banks or any other authorized collecting agent. Payment by cheque will not be considered payment unless it is realized within due date of issued bill. If any cheque is not realized within due date of bill then the supply of natural gas/ RLNG shall be rendered liable to disconnection after serving due notice of disconnection.
- iv) Payment must be made on or before the due date failing which the supply of natural gas/ RLNG is liable to be terminated after serving due notice of disconnection. Notwithstanding such disconnection/ termination of natural gas/ RLNG supply, the Consumer shall pay to the Company the full amount of natural gas/ RLNG bill upto and including the date of disconnection together with the late payment surcharge accrued thereon as stipulated in clause 11 (i) above.

13. UNAUTHORISED CONNECTION

The Consumer shall not obtain or extend any connection to or from his premises or from the premises of any other Consumer or from any other un-authorized source.

14. COMPANY'S RIGHT TO REDUCE/INTERRUPT/CURTAIL SUPPLIES

- (i) As the supply of RLNG, and conveyance of it over long distances are subject to accidents, interruptions and failures and the lines and equipment to malfunctioning, breaking, freezing, failures and closing which cannot be foreseen or prevented by any reasonable care or expenditure and as the supply of natural gas/ RLNG and transportation facilities are limited, the Company does not by this Contract undertake to furnish to the Consumer a full and uninterrupted supply of natural gas/ RLNG but only to furnish such supply and for such length of time as it reasonably can;

and it is expressly agreed to by the Consumer that the Company shall not be liable for any loss, damage, or injury that may result either directly or indirectly from shortages or interruptions in the supply of natural gas/ RLNG, or from discontinuance thereof due to said reasons or as a result of labor strikes, lockouts, riots, civil commotions, hostilities, wars, epidemics, calamities, natural disasters or causes beyond the ordinary reasonable control of the Company. The Company shall in its sole judgment have the right to reduce or interrupt or completely suspend natural gas/ RLNG supply due to any other aforesaid reasons to the Consumer and shall be the sole judge with, regard to such conditions.

- (ii) The Company shall have the right to close or interrupt natural gas/ RLNG supply to the Consumer's premises for short periods for carrying out necessary extension/repair and/or alteration, work in the Company's pipeline, equipment and devices with the prior notice to the Consumer.
- (iii) The Company shall have the right to curtail and/or to discontinue deliveries of natural gas/ RLNG to the Consumer whenever and to the extent necessary in its sole judgment for the protection of service to its other Consumers it may require. The Company shall be the sole judge with regard to such conditions and curtailment of deliveries.
- (iv) The gas shall be supplied as per the RLNG Allocation Policy or any other relevant policy issued by the Government or any other Authority from time to time.

15. INDEMNIFICATION

The Consumer knowing its inflammable character shall take all precautions in the use of natural gas/ RLNG, maintenance of natural gas/ RLNG installation and shall provide adequate ventilation to exhaust accumulation of natural gas/ RLNG due to leakage if any, on his premises and shall be solely responsible for any loss, damages, injury or accident resulting directly or indirectly and for any reasons whatsoever from natural gas/ RLNG installations. The Consumer hereby indemnifies the Company against all demands and claims for any such loss, damage, injury or

accident. The Consumer hereby indemnifies the Company against all costs, losses and damages sustained by the Company as a consequence of any act or omission of the Consumer or any employee, officer, agent, representative, contractor or invitee of the Consumer and will reimburse to the Company all consequential costs incurred by the Company.

16. SIGNING OF CONTRACT

This Contract shall neither be binding nor shall come into force until approved and signed by an authorised officer of the Company and no promises or agreements or representation of any agent or employee made in soliciting the same or otherwise, shall be recognised or made good by the Company or shall form part of the Contract unless incorporated herein.

17. CONTRACT CANCELLATION.

- (i) This Contract shall be subject to cancellation by the Company at any time for any of the following causes:
 - a) Any action by the Municipal authorities, Improvement Trust, Local Bodies, or any Government authorities or any legal proceeding against the Company by any party (including the Consumer) interfering with Company's right to supply natural gas/ RLNG to the Consumer or other consumers and collect payment for the same under the terms of this Contract.
 - b) Any action by the Consumer to secure natural gas/ RLNG through his meter for purposes other than that mentioned hereinabove or for another party without written permission of the Company;
 - c) Any action by the Consumer tending to secure more natural gas/ RLNG than the meter registers or to secure natural gas/ RLNG through the said meter at a higher pressure than that at which the regulators are set by the Company or any interference by the

Consumer with the meters or regulators tending to prevent the same from properly operating and correctly registering.

- d) Violation of or default by the Consumer in compliance with any of the terms and conditions of this Contract.
 - e) Any major alteration, addition or extension to the existing natural gas/ RLNG installation carried out by the Consumer without obtaining prior approval of the Company in writing.
- (ii) In case of cancellation of this Contract for any cause whatsoever, all claims for natural gas/ RLNG supplied and or services rendered by the Company upto the date of disconnection of natural gas/ RLNG supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand.
- (iii) If the person, premises and/or the purpose for which the natural gas/ RLNG is supplied under this Contract, have been transferred or assigned in favour of any otherperson, body corporate or firm, Contract shall stand cancelled with effect from the date of such transfer or assignment. The Company shall have the right to discontinue natural gas/ RLNG supply and to remove any or all of its property from the premises unless a fresh Contract is signed by the new owner/occupier of the premises or property in question. On the transfer/assignment of the premises with the permission of the Company, the Security Deposit may be transferred by the Consumer and thereafter the same will be held by the Company, as Security Deposit in favour of the new occupant, and execution of a notice to this effect shall be sufficient proof of such transfer, and the Consumer shall cease to have any right of action against the Company in respect of such Security Deposit.

18. TAMPERING OF GAS INSTALLTIONS

- (i) If meter, Volume Corrector, regulator, service pipe or other installations at the Consumer's premises are found to have been tampered in any way in order to

secure more supply for the Consumer than is recorded on the meter or to obtain natural gas/ RLNG at higher pressure than maintained by the Company, the Consumer shall be liable to pay to the Company natural gas/ RLNG charges commensurate with the Consumer's consumption of natural gas/ RLNG ascertained by the Company for this period in accordance with company's policy on theft of natural gas/ RLNG, relevant rules issued under the OGRA Ordinance and as amended from time to time by the Authority.

- (ii) Where the Company determines or has an evidence that the Consumer is pilfering natural gas/ RLNG by tampering with the meter or any other equipment or is securing natural gas/ RLNG through any other unauthorized means or has attempted to do any of the foregoing acts supply of natural gas/ RLNG to the premises shall be disconnected forthwith without any notice. The Consumer shall in such instance be liable to pay to the Company on demand the price (including all taxes and other applicable charges) of the natural gas/ RLNG consumed illegally and unauthorizedly computed as per procedure and policy for natural gas/ RLNG theft issued by the Authority. Restoration of natural gas/ RLNG supply will be subject to clearance of total dues on account by the Consumer. The Consumer will also have to submit an undertaking on non-judicial stamp paper pledging that he will refrain from the act of theft of natural gas/ RLNG and any other irregularity after reconnection.
- (iii) The Company reserves the right to disconnect the natural gas/ RLNG supply of any Consumer who without prior written permission of the Company either changes the nature of the business/product type or the category for which natural gas/ RLNG supply was obtained or replaces, extends or alters the natural gas/ RLNG pipeline installed by the Company with a different type, size or diameter or changes the meter location or location of the natural gas/ RLNG burning equipment by extending pipeline/fittings or adds additional natural gas/ RLNG appliances or changes the model/capacity of the equipments in addition to sanctioned load / equipments or shifts the meter location.
- (iv) The Company however reserves the right to regularize unauthorized extensions/changes in load/equipments subject to payment of the cost of mains, service, houseline (if required), payment of natural gas/ RLNG un-metered used (if any), and payment of additional Security Deposit as applicable under the terms of this Contract.

- (v) In case of theft of meter, EVC, CMS Lock or any appurtenances the Consumer shall register an FIR and submit the copy of FIR to the Company along with the cost of meter, EVC, CMS Lock or any appurtenances before regularization of cases. The Consumer shall also be liable to pay natural gas/ RLNG consumption charges from the period of the last meter reading to the date of the theft of the meter.

19. RECONNECTION

- (i) If the supply of natural gas/ RLNG to the Consumer is disconnected for any reason whatsoever, it shall be reconnected only after the Consumer has paid the usual reconnection charges of the Company, and has cleared arrears in full or as may be mutually agreed between the Company and the Consumer. If it is subsequently established that disconnection was carried out without any fault of the Consumer, the reconnection charges will be reimbursed / adjusted to the Consumer in the subsequent natural gas/ RLNG bills.
- (ii) In case of removal of meter / service the Consumer shall apply for reconnection and submit the required documents/information/load requirement along with the cost of reconnection, Security Deposit etc. The cost of reconnection includes CMS/Service line cost, in case the same has been removed prior to reconnection.

20. DISPUTE RESOLUTION

In the event of any difference or dispute arising out of or in connection with the Contract between the Company and the Consumer which can not be amicably resolved, it shall be referred to the Authority for resolution.

21. MISSING NATURAL GAS/ RLNG SUPPLY CONTRACT FORM

If this natural gas/ RLNG supply Contract signed by the Consumer is missing or not available on record then the standard terms & conditions of the natural gas/ RLNG supply

Contract, as approved by the Authority and prevalent on the date of commissioning of natural gas/ RLNG supply shall apply.

22. REQUIRED ENCLOSURES

- (i) In case the Consumer being a corporation/company the signatory to the Contract shall produce a resolution passed by the Board of Directors of the Consumer corporation/company authorizing the signatory to sign the natural gas/ RLNG supply Contract and confirming the terms & conditions thereof.
- (ii) In case the Consumer is a partnership firm it will produce the attested copy of the registered partnership deed.

23. CONTRACT TERMINATION BY EITHER OF THE PARTIES

- (i) Either of the parties hereto may, at their absolute will, terminate this Contract by serving one month's notice of their intention to do so to be given in writing to the other party and this Contract shall remain in force until so determined. In the case of termination of this Contract under this clause, no party shall be entitled to any damages or compensation for any loss or injury, arising from such termination of this Contract.
- (ii) In case of termination of the Contract for any cause whatsoever, all claims for natural gas/ RLNG supplied and or services rendered by the Company up to the date of disconnection of natural gas/ RLNG supply shall become forthwith due and payable without notice from the Company and the Consumer shall pay the same on demand. In case of default late payment surcharge shall be payable by the Consumer as per clause 11 (i) of the Contract.

24. UNDERTAKING

- (i) The Signatories to the Contract hereby affirm that no such connection at the premises where a natural gas/ RLNG connection is being provided, was previously disconnected, on account of non-payment of natural gas/ RLNG bills/charges etc.

(ii) All the above mentioned terms and conditions contained in this Contract have been read and understood by the Consumer and the Company, and both the parties undertake and agree to abide by all such terms and conditions in token whereof the Consumer and the Company's authorized representative have affixed their signatures hereunder:

SIGNED BY THE CONSUMER

**SIGNED FOR AND ON BEHALF OF
PUNJAB INDUSTRIAL ESTATES
DEVELOPMENT & MANAGEMENT
COMPANY**

Name: _____

Name: _____

CNIC#: _____

CNIC #: _____

Address: _____

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