

PETROL/DIESEL DEALERSHIP AGREEMENT

For SC/ST



HINDUSTAN PETROLEUM CORPORATION LIMITED

MUMBAI - 400 001

**HINDUSTAN PETROLEUM CORPORATION LIMITED
PETROL / DIESEL DEALERSHIP AGREEMENT FOR SC/ST**

MEMORANDUM OF AGREEMENT made this _____ between Hindustan Petroleum Corporation Limited, a company registered under the Companies Act, 1956 and having its Registered Office at Petroleum House, 17, Jamshedji Tata Road, Mumbai — 400 020 and a Regional Office at _____ hereinafter called ‘The Corporation’) of the One part AND co-operative society / a partnership firm / Individual, carrying on business under the firm name or style of

at

(hereinafter called “the Dealer”) of the Other part

Whereas Government of India, Ministry of Petroleum & Natural Gas, New Delhi by a resolution No. 3-19011/5/92-bC dated July 2, 1992 evolved a scheme in consultation with the Oil Industry for financial assistance to SC/ST allottees.

Whereas “the dealer” was selected for appointment as a dealer in terms of the application made by the dealer and the Interview held for that purpose.

OR

Whereas the dealer was allotted the dealership by the Government of India under its discretionary powers vide letter No. _____ dated _____

Whereas the Corporation issued a Letter of Intent (LOI) to the dealer vide letter No. _____ dated _____.

Whereas the dealer accepted the offer made by the Corporation to the dealer in the above mentioned LOI and communicated the same to the Corporation vide letter No. _____ dated _____.

Whereas in terms of the scheme of the Government of India mentioned above, the Corporation has arranged for providing the dealer a Retail Outlet consisting of land, sales room, storage tank/s, pump/s and air facility more fully described in the Schedule-I & II hereunder, at _____

Whereas the Corporation in terms of the said scheme of the Government of India has agreed to provide adequate working capital to the dealer and for which the Dealer hereby agrees to execute necessary document in that regard in terms of the scheme of agreement.

Whereas the dealer in terms of the LOI mentioned above has obtained all the required permissions / licenses to run a Retail Outlet dealership.

AND WHEREAS the Corporation is the —

- i) Owner/Lease/Tenant/Licensee of the immovable properties consisting of plot of land : and
- ii) Owner/Lease/Tenant/Licensee of the superstructures thereon including the Sales Room : and
- iii) Owner of movable properties of storage tank(s), pump(s), and air facility, more fully described in the Schedule-I & H hereunder written (hereinafter collectively referred to as the Corporation's property).

Now this agreement witnesses as follows :-

1. Appointment.

The Corporation hereby appoints the Dealer and the Dealer hereby accepts the appointment a dealer of the Corporation, on principal to principal basis, for Petrol / Diesel / Motor Oils / Greases and such other products as made hereafter be specified by the Corporation from time to time (all of which are hereinafter collectively referred to as "the products") in accordance with the terms and conditions hereunder appearing.

2. Duration of agreement

This Agreement shall remain in force for a period of _____ from _____ and continue thereafter for successive periods of five years each until determined by either party by giving thirty days notice in writing to the other of its intention to terminate this Agreement without assigning any reason and upon the expiration of any such notice this agreement shall stand cancelled and revoked but without prejudice to the rights of either party against the other in respect of any matter or. thing antecedent to such termination, provided that nothing contained in this clause shall prejudice the rights of the parties to terminate this agreement earlier in exercise of their rights under any of the provisions contained in this agreement and / or the rights of the Corporation to stop and/or suspend and/or restrict the supplies to the Dealer pursuant to the provisions contained in that behalf in this agreement.

3. Dealer to act as principal

In all the contracts or engagements entered into by the Dealer with the customers for sale or supply of Petrol / Diesel / Motor Oils / Greases and / or other products, the Dealer shall act and shall always be deemed to have acted as a principal and not as an agent or on account of the Corporation, and the Corporation shall not in any way be liable in any manner in respect of such contracts and / or engagements and/or in respect of any act or omission on the part of the Dealer, their servants, agents and workmen in regard to such sale or otherwise.

4. Faithful performance

- (a) The Dealer undertakes faithfully and promptly to carry out, observe and perform all directions and order or rules made from time to time by the Corporation for the proper carrying on of the dealership.
- (b) It shall be the paramount condition of the agreement that the Dealer shall take active part in the management and running of the Dealership and shall personally supervise the same and shall not under any circumstances do so through any other person, firm or body.

- (c) Except with the previous written consent of the Corporation
- (i) The Dealer shall not enter into any arrangement, contract or understanding whereby the operation of the dealership may be controlled/carried out and/or financed by any other person, firm or Company, whether directly or indirectly and whether in whole or in part;
 - (ii) The Dealer shall not take up any other employment or engage in any other business apart from the operation of the Dealership which is the subject matter of this agreement.
 - (iii) The Dealer (if it be a Firm or a Co-operative Society) shall not effect any change in its constitution whether in the identity of its partners, members or in the share / shareholding of any of them, or in the terms of the Deed of Partnership or of the Bye-laws as the case may be, in the event of the death of any partner / member of a Firm / Co-operative Society which has been appointed as a dealer hereunder the surviving partners / members hereby agree to indemnify and keep indemnified the Corporation against any claims or demands which may be made by the heirs of the deceased partner member.

5. **Security Deposit**

- (a) The Dealer shall, whenever called upon by the Corporation to do so, lodge with the Corporation deposits of such sums of money as may be stipulated by the Corporation from time to time as Security for the due fulfillment of the obligations and undertakings hereunder and for securing payment of all sums due to the Corporation. Such deposits shall be in cash or securities approved in writing by the Corporation and endorsed in favour of the Corporation. The Corporation will not allow interest to the Dealer on cash deposits but in the case of securities yielding interest, the Corporation may without being bound to do so, collect the interest thereon, and pay the amount thereof to the Dealer. The document of deposit or security, etc. shall be held by the Corporation subject to such further terms and conditions as may be stipulated by the Corporation from time to time. The Dealer agrees that the Corporation shall be under no obligation to the Dealer with regard to nor shall the Dealer be entitled to any benefit arising out of and the manner of use or disposal of the funds received as deposits, etc. from the Dealer.
- (b) Any such deposit shall be regarded by the Dealer as Security Deposit only and the Dealer shall have no right to claim that the Security Deposit be utilised in payment of any of the due(s) to the Corporation. The Corporation may, however, at any time at its discretion sell the approved securities and apply the sale proceeds of the securities or any part thereof in payment pro-tanto of any amount due to it by the Dealer and the Dealer hereby authorises the Corporation to do so. Should the Corporation at any time do so advise the Dealer of the same, the Dealer shall forthwith lodge with the Corporation such further sums in cash as may be necessary to restore the Dealer's security deposit to the required extent. The Dealer shall not be entitled to raise any dispute with regard to time or the price at which or the manner in which the approved securities or any of them may be sold by the Corporation. The amount representing the said deposit or

the approved securities shall be returnable to the Dealer only on the termination of this Agreement and after receipt by the Corporation of its deposit receipt duly discharged and after all accounts whatsoever in connection with this Agreement and/or in connection with the Dealer's dealings, if any, in any other products or goods of the Corporation, whether under a written agreement or otherwise, have been finally settled and the obligations hereunder and in particular under clause 36 have been fully discharged.

- (c) In the event of the death of the dealer, if the dealer be an individual, the Corporation will return the amount of the security deposit, after making all necessary deductions, against presentation of the deposit receipt only to such person or persons who establish title to receive the same from the Corporation after complying with the requirements that may be prescribed by the Corporation in that regard.
- (d) In the event of the death of a partner in the Dealer's firm, the Corporation shall return the amount of the security deposit, after making all necessary deductions, against presentation of the deposit receipt duly signed by the surviving partners and such person or persons who establish title to the estate of the deceased partner after complying with the requirements that may be prescribed by the Corporation in that regard. The receipt issued by the Corporation shall alone be proof of the deposit with the Corporation and of the value thereof.
- (e) In the event of any change in the constitution of the Dealership firm and in case, the Corporation exercises its option under Clause 29 hereof to continue the Dealership with the changed partnership, the continuing partner(s) shall forthwith lodge with Corporation as security deposit, such sum of money as may be determined by the Corporation and called upon to deposit.

6. The Retail outlet to be Corporation's property

- (a) The Corporation both hereby agree to grant to the dealer, permission for the duration of this Agreement to enter on the Corporation's property mentioned in the Schedule - I & II hereto and to use the Corporation's property provided by the Corporation for the sole and exclusive purpose of storing, selling and handling of Petrol / Diesel / Motor Oils / Greases etc. The dealer undertakes to use the Corporation's property exclusively for carrying on the dealership under this agreement and not for any other purpose. Save as aforesaid, the dealer shall have no right or title or interest in the Corporation's property and shall not be entitled to claim any right of lessee, sub-lessee, tenant or any other interest in the same, it being specifically agreed and declared in particular that the dealer shall not be deemed to be in exclusive possession of the Corporation's property. It is understood by the dealer that the Corporation's property mentioned in the Schedule I & II' hereunder written are public premises within the meaning of the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.
- (b) The Corporation shall arrange for all electrical and water connections and shall pay the deposits, if any, required to be paid in connection with the Corporation's property mentioned in the Schedule-I & II. The dealer shall, however, pay all bills for electricity and water consumed at the

said Corporation's property as shown in the bills issued by the authorities concerned and such other expenses incurred by the dealer in running the dealership.

- (c) The dealer shall pay to the Corporation charges as may be fixed and recovered or deducted in a manner as may be decided by the Corporation from time to time. It is expressly agreed to by the dealer that the Corporation, at its sole discretion and without any previous notice to the dealer, shall from time to time and at all times be entitled to increase or revise or modify the said charges. The charges presently fixed and payable by the dealer shall be **Rs. 47/-** per KL of MS and **Rs. 40/-** per KL of HSD indented by the dealer which shall be towards the Corporation's investment in the Corporation's property and used by the dealer in running the dealership.
- (d) The permission granted as aforesaid for the use of the said Corporation's property, shall terminate immediately on the termination of this Agreement.
- (e) The dealer shall keep the above Corporation's property and its surroundings in a clean and satisfactory condition. The dealer will at all times keep and maintain clean, intact and legible on the said Corporation's property, all trademarks and other signs and marks of identification of the Corporation placed thereon by the Corporation or forming part thereof.
- (f) No repairs to the Corporation's property shall be done by the dealer unless previously authorised by the Corporation in writing. The dealer shall not interfere with or attempt to appropriate the Corporation's property or any part thereof, but shall notify the Corporation immediately of the necessity of any repair or alteration or modification and thereby ensure that the Corporation's property are in proper order at all times.
- (g) The Corporation shall have the right at any time to freely and without let or hindrance by the dealer, their servants or agents, enter upon the said Corporation's property to inspect the same and affix the Corporation's name plates, etc. thereto.
- (h) The dealer shall also comply with all directions given and / or requisitions made by the corporation in connection with the Corporation's property.
- (i) The Retail Outlet with its entire infrastructure as fully described under Schedule-I & II, shall at all times remain the property of the Corporation. The Corporation may, however, from time to time install and entrust to the dealer for use in connection with the dealership such equipments and/or other property as are deemed fit and required, which shall form part of the Corporation's property, for the efficient working of the Retail Outlet, and the dealer shall exercise due and proper care for the protection of all property so committed without claiming any lien or right to retain possession of the same under any circumstances whatsoever, and on demand deliver to the Corporation in the same good order in which it was received, due allowance being made by the Corporation for fair wear and tear of which the Corporation shall be the sole judge. The Dealer shall pay forthwith on demand to the Corporation at its Head

Office at Bombay or at its Regional Office whenever desired by the Corporation, the value of any property entrusted to the dealer, which may be lost, broken, damaged or depreciated or used for purposes other than those for which it was supplied of which the Corporation shall be the sole judge. The Dealer shall be required to submit to the Corporation at its office at _____ RO, periodically as may be indicated by the Corporation, a signed inventory of all property of the Corporation which has been so entrusted. Moreover, the Corporation's property so supplied will be used only for the purposes for which they are meant and the Corporation shall not be responsible for any liability due to misuse of the Corporation's property.

- (j) The Corporation will maintain the Corporation's property in proper working condition at its own expenses.

7. Free access to the Corporation's property.

The Corporation through its duly authorised representative shall have at all times and in any circumstances free and unrestricted access to the Corporation's property used in connection with the business of the Dealer and to inspect working! operation of the dealership in all respects, test, add to and/or remove any of the items of Corporation's property and lock and/or seal the whole or any part thereof against interference by the dealer or third parties and take account of all products in stock and of all equipments and/or other property entrusted to the dealer by the Corporation. The dealer shall be bound to render all assistance and give all information to the Corporation and its duly authorised representatives in that behalf.

8. Trade-Marks & Brand name to belong exclusively to the Corporation.

The Dealer shall not do any act or omit to do any act whereby the Corporation's rights in its Trade Mark or any of them may be jeopardised. The Dealer shall not at any time claim or have any right in any of the Trade Marks of the Corporation and shall promptly convey to the Corporation any information obtained or received by him of any infringement of any Trade Mark of the Corporation or of the use by any person, firm or company of any of the Trade Marks which may be confusingly similar to any of the Trade Marks of the Corporation. The dealer shall not use any Trade Marks of the Corporation except as may be specifically allowed in writing by the Corporation at its sole discretion.

9. Dealer not to assign/charge Corporation's property

The Dealer shall not assign charge or part with or in any manner deal with the Corporation's property. Further, the dealer shall not assign., charge or part with any of the properties brought in by the dealer for carrying on the dealership business during the period that the agreement is valid, current and subsisting.

10. Display of Corporation's advertisement

- (a) The Dealer shall display or cause to be displayed prominently at the dealership premises a name-board indicating that the dealer is "HP" dealer.

(b) The dealer shall not display any advertisement at the dealership premises other than the ones permitted by the Corporation.

11. Corporation's right to sell Petrol / Diesel / Motor Oils / Greases and other products directly or indirectly.

The Corporation reserves the right at all times during the continuance of this Agreement to make direct sales of Petrol / Diesel / Lubricants and other products to Central or State Governments, Government Departments, Government Companies, Railways, Military, Municipal authorities and other public bodies and authorities without any reference to the Dealer and on such direct sales, the Dealer shall not be entitled to any remuneration, commission or allowance of whatsoever nature.

12. Provision for appointment of additional dealer

The Corporation reserves the right, without any reference to or consent of the Dealer, to appoint one or more additional dealers in the same Trading area and such additional dealer or dealers shall be entitled to make sales of Petrol / Diesel / Lubricants and other products in the same trading area without any objection from the Dealer and the Dealer shall not be entitled to claim any overriding remuneration, commission or allowance for the purpose. The Dealer hereby expressly agrees not to dispute, object to, or challenge the appointment of other Dealer (s) at the same place or at any other place either by the Corporation or by any other Oil Company or Corporation for the time being operating in India.

13. Supply of Petrol / Diesel / Lubricants & other products

The Corporation will from time to time supply to the dealer such quantities of the products as the Corporation may consider expedient to meet the current trade demands, and the dealer shall maintain such stocks thereof as the Corporation may consider adequate or necessary from time to time. The Corporation shall supply its said products to the dealer only in such quantities as will allow for economical deliveries being made from the supply vehicle and the dealer shall not be entitled to demand deliveries of smaller quantities. No liability shall attach to the Corporation for failure to supply from whatever cause arising, or for undertaking supply/supplies of product from a source other than normal source of supply

14. Minimum sales of petrol / Diesel / Lubricants and other products by the dealer.

The dealer undertakes to further the sales of the products supplied by the Corporation. It is specifically agreed and declared that it is a basic condition of the grant of the dealership rights by the Corporation to the dealer herein that the dealer hereby agrees, undertakes and covenants to uplift and pay for the following minimum quantity of the products supplied by the Corporation per year as specified hereunder :-

| Product | Quantity (Annual) KL |
|----------------|-----------------------------|
| Petrol | KL |
| Diesel | KL |
| Motor Oils | } |

| | | |
|---------------------|---|----|
| Greases | } | |
| TBA (Rs.) | } | KL |
| Specialities (As.) | } | |
| Other products viz. | } | |

The Corporation shall have the absolute right to revise the aforesaid sale targets from time to time. It is specifically agreed that in the event of the dealer not achieving the aforesaid minimum turnover at any time during two consecutive years during the currency of this Agreement, the Corporation shall be entitled, notwithstanding any acquiescence or waiver of this condition and notwithstanding any other provisions herein contained to terminate this Agreement by giving three months notice to the dealer.

15. Dealer to confine sale of Petrol / Diesel / Lubricants and Greases Supplied by the Corporation only.

- a) The dealer shall not during the currency of this Agreement sell or be in any way be concerned in selling the petroleum products of any other , Oil Corporation or producer without the previous consent in writing of the Corporation.
- b) The dealer shall not purchase from any person, firm or Company other than the Corporation any petroleum or allied products used, stocked or sold, without the previous consent in writing of the Corporation.
- c) The dealer shall not make supplies of petroleum products of the Corporation to any other person, Arm or Company whose supplies have been stopped by the Corporation.
- d) The dealer shall not make supplies of petroleum products of the Corporation to any dealer/agent/distributor appointed by any of the other Oil Corporation.
- e) The dealer shall not sell the Corporation's products at higher rates or prices than those which the Corporation or the competent Central/State Government shall from time to time prescribe. In default, the Corporation, may without prejudice to any other right or remedy, terminate this Agreement with immediate effect.
- f) The dealer shall not carry on any business other than that of the sale of the products supplied by the Corporation save and except and only to the extent, if any, to which the dealer may be permitted in writing by the Corporation at its sole discretion.

16. Dealer to take prompt delivery of Petrol / Diesel / Lubricants and other products

- a) The Corporation shall supply Petrol / Diesel / Lubricants and other products at the Retail Outlet. The Dealer shall arrange to take prompt delivery of Petrol / Diesel / Lubricants and other products and shall be responsible for and shall pay all detention and / or other charges of whatsoever nature arising directly or indirectly for the failure or delay to take such delivery promptly. The Dealer shall also be liable for any loss or damage arising to the Corporation for the failure, neglect or delay to do so.

- b) The Corporation shall from time to time supply to the Dealer such quantities of Petrol / Diesel / Lubricants and other products as the Corporation may in its absolute discretion consider expedient to meet the current trade demands. The Corporation shall supply Petrol / Diesel / Lubricants and other products to the Dealer only in such quantities as will constitute economical deliveries being made from the supply vehicle and the Dealer shall not be entitled to demand deliveries of smaller quantities. Notwithstanding anything containing in this Agreement, no liability shall be attached to the Corporation for failure to supply Petrol / Diesel / Lubricants and other products from whatever cause arising.

17. Corporation's right to fix and change prices, Dealer to sell at fixed prices.

The Corporation shall be entitled at any time and from time to time and without any previous notice to the Dealer, to change all or any of the prices which may be fixed for the purpose of the Retail sale or supply of Petrol / Diesel / Lubricants and other products to the customers in the territory and similarly the Corporation will be entitled to effect any changes in the Dealer's selling prices and/or in respect of the commissions, discounts and deductions, and/or to reduce or abolish any such item. The Corporation shall not in the event of any such change be bound to make any allowance or pay any compensation to the dealer.

The dealer undertakes to sell and supply Petrol / Diesel / Lubricants and other products at the rates so fixed and the Dealer shall not sell at prices exceeding those fixed by the Corporation from time to time and shall sell the Petrol/Diesel! Lubricants and other products upon such terms and conditions as may be directed by the Corporation or any other authority from time to time and shall execute and procure the execution of such warranties, indemnities and writings from himself and/or from any customer as the Corporation may from time to time prescribe.

18. Terms of Payment

- (a) The Corporation shall deliver Petrol / Diesel / Lubricants to the Dealer at the rates thereof ruling on the date of delivery against prior payment by demand draft. The Corporation may, however, at its sole discretion agree to give such credit facilities as it deems fit to the Dealer from time to time and for such period of periods as the Corporation considers appropriate and may cancel or vary the same at any time without assigning any reason thereof. In the event that the Corporation shall agree to extend any such credit facility, the Dealer shall settle all bills punctually within the period of credit allowed without any deduction whatsoever and without claiming to set off against the amount of such bills any amount admittedly due or alleged by the Dealer. to be due from the Corporation. In the event of the amount of any bill or part thereof preferred by the Corporation upon the Dealer remaining unpaid beyond four days after demand made by the Corporation, the Corporation shall be at liberty to refuse to supply any further Petrol / Diesel / Lubricants and other products to the Dealer and also forthwith treat this Agreement as being repudiated by the Dealer.

- (b) Notwithstanding that credit may be given for the payment of the price of the Petrol / Diesel / Lubricants and other products, the Corporation shall be entitled, without assigning any reason

thereof, to resume and keep possession of Petrol I Diesel / Lubricants and other products until payment.

- (c) In addition to any right of lien to which the Corporation may by law or under this Agreement be entitled, the Corporation shall be entitled to have a first charge or lien on all goods of the Dealer for the unpaid price of any goods sold and delivered to the Dealer by the Corporation under this agreement.
- (d) Sales Tax, surcharges and other levies or charges, applicable from time to time, shall be extra, should there be any change in the incidence, rates, charge or levy of such taxes, surcharges and other levies or charges, on account of any change in the basis of levy or in the interpretation of law for any reason whatsoever, all such taxes, surcharges, levies or charges shall be payable by the dealer to the Corporation in accordance with such changes from the date of such a change is in force and/or made effective on all sales of the products made hereunder, notwithstanding that such sales were 'made before the date of such change.

In the event the Corporation has to supply the products to a dealer in another state the Corporation shall dispatch the products to the dealer with the Corporation as the consignor and the dealer as consignee. The dealer shall issue necessary declaration as prescribed under the Central Sales Tax Act and the rules made thereunder to enable the Corporation to charge concessional rate of tax in respect of such sales.

- (e) The grant of any credit by the dealer to customers shall be at the dealer's risk and shall not in any way affect the dealer's liability to the Corporation.

19. Quantity of Petrol / Diesel / Lubricants and other products mentioned in Corporation's documents final

- (a) The quantity of all products mentioned in the Corporation's Invoices / documents shall be final and binding upon the dealer, unless at the time of receipt of Petrol / Diesel / Lubricants and other products by the dealer any shortage is detected, recorded and witnessed. The property in the products shall pass from the Corporation to the dealer upon delivery of the products to the dealer or his representative and the Corporation shall not in any way be held responsible for any loss or shortage thereafter: unless otherwise specifically stated therein, a receipt signed by or on behalf of the Dealer at the time of delivery by the Corporation of the products will be conclusive evidence that the products mentioned therein were in fact delivered to the Dealer, that such products were in accordance with the Corporation's specification for the time being thereof and that the quantities of such products mentioned in the invoice/receipt are correct, and the Dealer shall thereafter be precluded from making any claim against the Corporation for compensation or otherwise on the ground of short delivery or contamination of such products.
- (b) The dealer shall be responsible for all loss, contamination, damage or shortage of the products whether partial or entire, and no claim will be entertained by the Corporation thereof under any

circumstances except in cases where the Corporation is satisfied that loss arose from leakage from underground tanks or pipes which the dealer could not reasonably have discovered and of which the dealer gave immediate notice in writing to the, Corporation on discovery. Corporation will consider compensation only from the date of receipt of notice till leakage is rectified.

- (c) All the products supplied by the Corporation to the dealer hereunder shall be in accordance with the specifications laid down by the Corporation from time to time. The dealer shall take every possible precaution against contamination of the Corporation's products by water, dirt or other things injurious to their quality and shall not in any way directly or indirectly alter the specifications of the said products as delivered. The Corporation shall have the right to exercise at its discretion at any time and from time to time quality control measures for products marketed by the Corporation and lying with the Dealer and the opinion of the Chief/Senior Regional Manager as to whether any product of the Corporation has been contaminated shall be final and binding upon the dealer. In the event of the said Regional Manager finding that the contamination has been due to any act or default of the dealer or of his servants or agents, the Corporation shall have the right, without being bound to do so, to remove the contaminated product and to destroy or otherwise deal with the same without making any payment thereof to the dealer and without prejudice to the Corporation's right to terminate this Agreement forthwith.

20. Dealer to comply with provisions of Acts, Rules & Regulations.

- (a) The Dealer shall at all times faithfully, promptly and diligently observe and perform and carry out all times, all directions, orders, rules, terms and conditions as may be issued by the Corporation or its representatives from time to time on safe practices and marketing discipline and for the proper carrying on, of the Dealership of the Corporation.
- (b) The Dealer shall observe and comply with the provisions of Petroleum Act, 1934, Explosives Act, 1884, Weights & Measures Act, 1976, etc., and all rules and regulations made thereunder.
- (c) The Dealer shall faithfully observe and perform all the obligations, duties and requirements under the licences required or obtained for running the dealership and shall promptly renew all licences from time to time.
- (d) The Dealer shall be solely responsible for any breach or contravention by them, their employees, of any acts, rules, regulations or Bye-laws of the Central and/or State Governments and/or Municipal, Local and/or other authorities as may be applicable to the Retail Outlet business and the Corporation shall not be responsible in any manner for any of the liabilities arising out of non-compliance by the Dealer, their employees, their agents and sub-agents,
- (e) The Corporation will obtain in its name a storage licence from the Controller of Explosives for the storage of petroleum products at the said premises and the Dealer shall faithfully observe and perform all the terms and conditions of such licence(s).
- (f) The dealer shall obtain any or every licence(s) necessary for the storage/sale of petroleum and other products at the said premises required under any Central/State Government or local enactment for the time being in force and shall faithfully observe and perform all the terms and conditions for such licence(s) and shall promptly renew the same from time to time.

- (g) The dealer shall be solely responsible for any breach or contravention by them, their servants or agents of any laws, rules,, regulation or bye-laws passed or made by the Central and/or State Government and/or Municipal local and/or other Authorities as may be applicable from time to time to the business including without prejudice to the generality of the foregoing. The concerned Authorities respectively appointed under the Petroleum Act, payment of wages Act, Shops & Establishment Act, Factories Act and the Workmen's Compensation Act or any statutory modifications or re-enactments of the said statutes or rules and the Corporation shall not be responsible in any manner for any liability arising out of non-compliance by the dealer with' the same. The dealer shall at all times indemnify and keep indemnified the Corporation against all actions, proceedings, claims and demands made against it by the Central and/or State Government and/or Municipal Local and/or other Authorities and/or by any customer of the product and/or any other third party as a result of or in consequence of any act or omission of whatsoever nature of the dealer, his servants of agents, including, without prejudice to the generally of the foregoing, any accident or loss or damage arising out of the storage, handling and/or sale of the products or attributable to the use of the said premises for the aforesaid purposes whether or not such actor omission or accident or loss or damage was due to any negligence want of care or skill or any misconduct of the dealers, their servants or agents.
- (h) The dealer shall indemnify and save harmless the Corporation from all losses, damages, claims, suits or actions which may arise out of or result from any injury to any person or property of from violation of any statutory enactments, rules or regulations or other written orders or other laws or caused by or resulting from non-observance by the dealer of the provisions of this Agreement.

21. Dealer to bear handling charges and business expenses

- (a) The dealer shall bear all expenses incurred in connection with or incidental to storage, licensing, handling, etc. and the Corporation will not be liable to bear such expenditure under any circumstances whatsoever. The dealer shall also be solely responsible for the payment of ail local and other taxes in respect of the sale of Petrol / Diesel / Lubricants and other products.
- (b) The dealer shall be solely responsible for and shall bear ail expenses of and in connection with the dealership business, including administration, Office Insurance premia, Telephone, Licence or other fees, rates, taxes, and ail other charges and outgoing of every kind connected with the said business and shall pay the same promptly and without fail.

22. Dealer to maintain adequate and trained staff

- (a) The dealer shah at their own cost maintain adequate and competent staffs to attend to' the work of filling the Corporation's supplied products into the customers' vehicles and for providing certain free service to the customers in accordance with the general instructions given or laid down by the Corporation from time to time.

- (b) The Dealer shall provide and maintain standard courtesy and service for the public in all respects as required by the Corporation from time to time and at all times to the Corporation's complete satisfaction.

23. Dealer to take adequate insurance

The dealer shall during the continuance of this agreement adequately insure against the following risks viz. third party risks, fire and explosion risks, Workmen's compensation and/or loss of or damage to the product for any cause whatsoever.

24. Dealer not to make payment to Corporation's employees and not to deliver Corporation's property to Corporation's employees.

The Dealer shall not under any circumstances pay or advance to any servants or representatives of the Corporation any sum of money or deliver on any account whatsoever any property due or belonging to the Corporation without prior written authority from the Corporation.

25. Maintenance of records etc.

The Dealer shall keep and maintain such records of stocks, sales, registers, etc., as may prescribed by the Corporation from time to time and submit the same for inspection on demand by any authorised officer of the Corporation and shall submit to the Corporation such records at such intervals as the Corporation may from time to time specify in writing.

26. Dealer's accounts to be English or Hindi

The dealer shall maintain the accounts and returns relating to the dealership in English or Hindi and shall produce and file the same with the Corporation or before the authorised representative at such intervals as are prescribed in this behalf by the Corporation or at such intervals as may be called upon by the Corporation.

27. Over-riding effect of the provisions of this agreement.

Notwithstanding anything inconsistent contained in any permit or licence obtained by the dealer for dealing in Petrol/Diesel/Lubricants and other products at the premises the provisions of this agreement alone shall effect to govern or determine the mutual relationship of the dealer and the Corporation inter-se.

28. Automatic termination of agreement

In the event of any change occurs with regard to the dealer by way of death, retirement, induction, winding up, insolvency, bankruptcy, etc., by which a constitution of the dealership changes at the happening of any one or any such event, the agreement shall automatically come to an end and stand terminated.

29. Partner's liability and invalidity of agreement in, case of partnership.

- (a) If the dealer is a firm, the persons named as partners and the partners for the time being of the Dealer shall be jointly and severally liable in respect of all matters herein in accordance with the provisions of Indian Partnership Act, 1932.

(b) In the event of the Dealer being partnership firm, this Agreement shall automatically come to an end and stand terminated upon any change in the constitution of the firm, whether by retirement of death or induction of new partner unless otherwise specifically approved and/or permitted by the Corporation to continue the dealership business on such terms as may be prescribed. Any supplies of Petrol / Diesel / Lubricants and other products made by the Corporation, subsequent to the occurrence of any or all such events to the legal heir, the continuing or charged partnership, the co-operative society, the company with or without the knowledge of such an event on the part of the Corporation under or in pursuance of this agreement, shall not be deemed to counter any Dealership or other rights in favour of any of them, until the Corporation conveys in writing its specific approval or assent to confer any such Dealership or other rights and the Corporation shall always be at liberty without any previous notice to discontinue, withhold or stop any such supplies or perform any such act as it may deem fit at its discretion.

30. Corporation's right to stop/suspend Petrol/Diesel/Lubricants supply

Notwithstanding anything to the contrary herein contained the corporation shall be at liberty upon a breach by the dealer of any covenant in this Agreement to stop and / or suspend forthwith supply of Petrol / Diesel / Lubricants and other products to the dealer and / or sales for such period or periods as the Corporation may think fit, and such right of stoppage and / or suspension shall be in addition to and / or without prejudice to any other right or remedy available to the Corporation under this Agreement. The dealer shall not be entitled to claim any compensation or damage from the Corporation on account of any such stoppage and/or suspension of supply.

31. Termination

Notwithstanding anything to the contrary herein contained, the Corporation shall be at liberty at its entire discretion to terminate this agreement forthwith upon or at any time after the happening of any of the following events, namely :-

- (a) If the dealer shall commit a breach or default of any of the terms conditions, covenants and stipulations contained in this Agreement.
- (b) Upon :
 - i) The adjudication as insolvent of the Dealer, if the dealer be an individual
 - ii) any change in the constitution of the partnership firm.
- (c) If any attachment is Levied and continues to be levied for a period of seven days upon the effects of the Dealer.
- (d) If the Dealer shall be convicted of any criminal offence,
- (e) If a Receiver shall be appointed of any property or assets of the Dealer and the same shall not be discharged within seven days of the date of such appointment.
- (f) If the licence or permit issued by the relevant authorities for the storage of Petrol / Diesel / Lubricants and other products supplied by the Corporation and for carrying on business is cancelled or modified or suspended or revoked or is not renewed before the date of expiry by such authority.

- (g) If the Dealer shall for any reason defaults in payment to the Corporation in full of outstandings as appearing in the Corporation's books of account beyond four days of demand by the Corporation.
- (h) If the dealer has conceals any information and if any information given by the Dealer in the application for appointment as a Dealer or in any document supplied therewith or filed in support thereof shall be found to be false, untrue or incorrect,
- (i) In the lease/tenancy of the premises and the facilities held by the corporation shall be terminated or purported to be terminated or comes to an end for any reason whatsoever.
- (j) If the Dealer does not adhere to the instructions/guidelines issued from time to time by the corporation,
- (k) If the Dealer allows the Dealership to be operated as "Benami" or causes the same to be operated through any Power of Attorney or otherwise by any outside party,
- (l) If the Dealer shall commit or suffer to be committed any act which, in the opinion of the Director (Marketing) of the Corporation is prejudicial to the interest or good name of the corporation or its products,
- (m) If the Dealer shall commit a breach or default of any of the terms, conditions, covenants and stipulations contained in separate loan agreement which the dealer had executed with the Corporation under which the Dealer has secured the financial assistance from the Corporation for operating the Dealership awarded in favour of the Dealer,
- (n) If the Dealer shall contaminate/adulterate or tamper with the quality of any of the products supplied by the Corporation,
- (o) If the Dealer sells any of the product supplied by the Corporation at prices higher than those fixed by the Corporation/Statutory Authority.

The Corporation's right to terminate the agreement under the terms of this Clause shall be without prejudice to and without effecting any of its other rights and remedies against the dealer. In the event of the Corporation terminating this Agreement under the provision of this Clause, it shall not be liable to pay for any loss or compensation in respect of such termination PROVIDED THAT the supply of Petrol/Diesel/Lubricants and other products by the Corporation to the Dealer, pending expiry of any notice of termination or after any act, contravention or omission by the dealer entitling the Corporation to terminate this Agreement shall have become known to the. Corporation, shall not in any way prejudice or effect the right of the Corporation to revoke and/or enforce the termination of this Agreement and the licence guaranteed hereunder.

32. No claim for compensation consequent to termination

In the event of termination of this Agreement the dealer shall not be entitled to any compensation or claim any loss or damages from the Corporation in respect of goodwill or otherwise.

33. Dealer to hand over vacant possession of Corporation's property

- (a) Upon termination of this Agreement for any cause whatsoever, the property in Petrol / Diesel / Lubricants and other products supplied by the Corporation and in the possession of the dealer

on the date of the termination, shall automatically revert to and become vested in the Corporation and the dealer shall immediately deliver the same to the Corporation which shall be at liberty to deal with Petrol / Diesel / Lubricants and other products in any manner it deemed fit, but shall reimburse to the dealer the cost of Petrol / Diesel / Lubricants and other products so taken over at the same rate of which it was supplied to the dealer.

(b) On the termination of this agreement, the dealer shall immediately remove from the premises all goods, property and effects belonging to the dealer and hand over to the Corporation vacant and peaceful possession of the Corporation's property with all the facilities provided by the Corporation there at and the Corporation shall be entitled to enter upon the premises without hindrance or objection from the dealer and the dealer shall cease to have any right, title or interest whatsoever to enter or remain, or use the premises or the facilities in any manner. In case such goods, property and effects are not so removed by the dealer within three days of termination, the same may be removed by the Corporation at the dealer's risk and the Corporation shall be under no obligation whatsoever to take any steps for the protection thereof and shall not in any way be responsible for loss or damage thereof.

(c) It is hereby expressly agreed and provided that upon termination of this agreement, if the dealer, for any reason whatsoever, fails or neglects or refuse to leave the premises and handover vacant and peaceful possession thereof to the Corporation, the dealer shall be liable to pay to the Corporation as and by way of liquidated damages as determined by the Corporation for wrongful use of and/or unlawfully and unauthorisedly continuing to remain in occupation of the premises until the dealer leaves and hands over vacant and peaceful possession to the Corporation without prejudice to any action the Corporation may decide to take for eviction of the dealer etc., under the provisions of the Public premises (Eviction of Unauthorised Occupants) Act, 1971. The liability hereunder shall be without prejudice and in addition to any other rights and remedies available under the law to the Corporation.

34. Settlement of accounts

The dealer shall settle, in the event of termination of this agreement for any reason, all accounts within seven days of such termination and in the event of the dealer declining or neglecting or failing to settle accounts within such period, account certified by an accounts officer of the concerned Regional Office of the Corporation, shall be absolutely final and conclusive for all purposes.

35. Acquiescence of waiver

Any acquiescence or waiver by the Corporation of any delay, breach or default committed by the dealer shall not be deemed to be or considered as estoppel against the Corporation nor prevent the Corporation from exercising any of its rights under any of the provisions of this agreement.

36. Indemnity

The following provisions relating to indemnity by the Dealer in respect of all claims including third party claims shall apply to this Agreement during the duration of this Agreement and even after the termination thereof in respect of any transaction arising in respect of the dealings between the parties hereto under this Agreement, For the purpose of this clause the expression "Dealer" shall include a servant, employee or other person nominated or appointed by the Dealer or otherwise having any direct or indirect interest in this Agreement for storing, licensing, handling, selling marketing, distributing Petrol / Diesel / Lubricants and other products relating thereto.

- (i) The Dealer shall at all times fully and effectively indemnify and keep indemnified the Corporation, its estates and effects from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any loss or injury to person or property in connection with any of the matters covered by this Agreement or arising in the course of any of the contingencies referred to above or otherwise howsoever.
- (ii) Without effecting the generality of the indemnity referred to hereinabove, the Dealer shall fully and effectively indemnify and keep indemnified the Corporation, its successors, assigns, estate and effects, officers, employees and agents from and against air losses, damages, claims, liabilities,
- (iii) suits, legal proceedings or otherwise howsoever arising out of any claims made by all third parties whether on account of injury to person or loss of life, loss or damage to any property and occasioned directly or indirectly and irrespective of the cause or quantification of such loss or damage and in particular in respect of third party claims covering all types of risks and whether on account of any neglect, breach or default in the observance and performance of the Rules and Regulations from time to time framed by the Corporation and/or any statutory authority and prevailing in respect of the storage, handling, licensing, sale distribution, marketing, and/or otherwise howsoever on account of non- implementation, non-observance or non-performance of the instructions issued by the Corporation from time to time, or by reason of the breach, non-observance or non-conformation with the provisions of the Petroleum Act, 1934, India n Explosives Act, 1884, and all other Rules, Regulations and Bye-laws made thereunder or any other Statute, Rules, Bye-laws or Acts in respect thereof or in relation to any Municipal licence or permission issued for the purpose of storage by any Central or State Government or legal or statutory public body or authority as may be applicable from time to time or otherwise howsoever arising to the end and intent that the Dealer's indemnity to the Corporation shall be enforceable by the Corporation under all circumstances envisaged including any loss or damage that may have resulted on account of any negligence or irregular use or handling by any person for and on behalf of the Dealer or by the consumer or any person for and on behalf of the consumer and such indemnity shall be unconditional and irrevocable and shall not be discharged, absolved or relived on the ground that the loss or damage has arisen on account of any act or omission of any person over whom the Dealer has no control.

- (iv) The Dealer shall also keep the Corporation indemnified against loss of the Corporation's property or any part thereof and all costs and damages incurred by the Corporation by reason of the breach of any of the provisions of this Agreement.
- (v) In the event of the death of any partner/member of a firm/co-operative society which has been appointed as a dealer hereunder, the surviving partner(s) / member(s) hereby agree to indemnify and keep indemnified the Corporation against any claims or demands which may be made by the heirs of the deceased partner / member.

37. Notice

All Notices required to be given and approval required to be obtained hereunder shall be given and obtained in writing. All notices required to be served by either party hereto upon the other shall be deemed properly served if delivered, in the case of the Corporation, at its Regional Office hereinabove mentioned or sent by registered post to its said office, and in the case of dealers, if sent by post or delivered by hand at the dealership premises hereinabove mentioned or posted thereof.

38. Unforeseen Circumstances

Without prejudice to the provisions of clause 4 and 12 so as not to limit in any way those provision for their applications, it is in particular agreed that no failure, delay or omission to carry out or observe any of the stipulation or conditions of this agreement shall give rise to any claim against the corporation or be deemed a breach of this agreement if the same shall arise directly or indirectly from any circumstances whatsoever which are not within the control of the Corporation, including without limiting the generality of the foregoing from any of the following cases viz. The imposition of restrictions or onerous regulation on the marine transport or landing of products in bulk or in packages, or to other acts of Gods, insurrection, action of pirates, were declared for undeclared, strikes, lockouts, transport breakdown, and/or combination of workman, shortage of railway wagons, accidents to plant or machinery or shortage facilities, any order to decree of any Government or Governmental, authority, requisition or rationing or allocation, whether imposed by law, decree, regulation or by voluntary co-operation of Industry at the insistent or request of any Governmental authority or person purporting to act thereof, compliance with any order or request of any national, provincial, port or other public authority or of any person purporting to act for such authority, diminution in the quantities of product received locally by the corporation from its usual source of supply, non-delivery of supplies either on account of stoppage or reduction of production at refineries, whether affecting Corporation's obligations under this or other agreements to supply similar products bottlenecks in transport facilities, and/or shortage in supply.

In the event of any of the foregoing circumstance arising the corporation shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extend as the Corporation in its discretion think fit.

39. Jurisdiction

Notwithstanding anything contained contrary under any' law, rules and regulations, the parties hereby agree that the Court in the city of _____ alone shall have jurisdiction to entertained any proceedings in respect of any award or awards made by the Arbitrator hereunder.

40. Arbitration

- (a) Any disputes or difference of any nature whatsoever any claim, cross- claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement (other than those in-respect of which the decision of any person, is by the agreement expressed to be final and binding) shall be referred to the sole arbitration of the Chairman and Managing Director of the corporation or some officer or retired officer of the corporation or retired officer of other Oil PSUs or retired Senior Central Govt. officer who may be nominated by the Chairman and Managing director. The dealer will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is or was an officer and/or shareholder of the corporation or that he has to deal with or dealt with the matters to which the contract relates or that in the course of his duties as an officer of the corporation he had expressed views on all or any of the matters in dispute or difference.
- (b) In the event of the Arbitrator to whom the matter is originally referred being transferred, he shall be entitled to continue the arbitration proceedings notwithstanding his transfer unless the Chairman & Managing Director at the time of such transfer or at any time thereafter, designates another Officer to act as Arbitrator in his place in accordance with the terms of this agreement.
- (c) In the event of the Arbitrator, to whom the matter is originally referred vacating his office or being unable or refusing to act for any reason, the Chairman & Managing Director at the time of vacation of office or inability or refusal to act, shall designate another officer to act, as arbitrator in accordance with the terms of this agreement.
- (d) The Arbitrator newly nominated by the Chairman and Managing Director under clauses (b) or (c) above shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- (e) It is also a term of this contract that no person other than the Chairman & Managing Director or a person nominated by such Chairman and Managing Director of the Corporation as aforesaid shall act as Arbitrator hereunder. The cost of Arbitrator so appointed shall be shared equally by the parties.
- (f) It is an express term of this contract that no person other than the Chairman & Managing Director or a Director nominated as aforesaid shall act as Arbitrator. If for any reason, Chairman & Managing Director is unable or unwilling or refuses or fails to act as an Arbitrator or nominate an Arbitrator then the matter shall be referred to the Director (Marketing) who shall appoint an Officer of the Corporation to act as an Arbitrator. It being fully understood and agreed by and

between the parties hereto that the vacancy should not be supplied within the meaning of sub-section 1 (b) of section 8 of the Arbitration Act, 1940 (Act No. 10 of 1940).

- (g) The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration And Conciliation Act, 1996 or any statutory modification of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause.
- (h) The award shall be made in writing and published by the Arbitration within 12 months after entering upon the reference or within such extended time not exceeding one further year as the parties shall agree in writing. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- (i) It is hereby expressly agreed that the powers of the Arbitrator appointed in the matter hereinbefore mentioned shall include the power to make interim awards / awards as the circumstances of the case may justify to appoint a receiver, commissioner or custodian by whatever name called to take possession of the property in dispute during the pendency of the proceedings and subject to such final order as may be passed by the Arbitrator and shall also have the power to issue such further orders from time to time as he may deem fit, on an application being made to him by any of the parties to the dispute where it is apprehended that the property to which it relates is in danger of being wasted, damaged, deteriorated or parted with or rights of other parties are likely to be created thereon.
- (j) The Arbitrator shall be at liberty to appoint, if necessary, any accountant or engineer or other technical person to assist him and to act on the opinion taken from such person.
- (k) The Arbitrator shall be entitled to direct anyone of the parties to pay the cost of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require on or both the parties to deposit funds in such proportion to meet the Arbitrator's fees and expenses as and when called upon to do so.
- (l) The venue of the Arbitration shall be decided by the Arbitrator.

41. Headings and Word Reference

- i) The Headings hereto shall not affect the construction of this Agreement.
- ii) For the purpose of this agreement.
 - (a) The expression "the Corporation" shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns.

- (b) The expression "Chairman & Managing Director" shall refer to the incumbent from the time to time of that office and shall include any officer of the Corporation officiating as such Chairman & Managing Director and any officer of the Corporation who may hold the said post or modified designation, if any.
- (c) The expression "Director (Marketing)" shall refer to the incumbent from time to time of that office and shall include any officer of the Corporation officiating as such Director (Marketing) and any officer of the Corporation who may hold the said post or modified designation, if any.
- (d) The expression "the Dealer" Shall unless repugnant to the context or meaning thereof deemed to include
1. Where the dealer is a single individual, such individual person so appointed as dealer;
 2. Where the dealer is a firm, the notified partners thereof on the date of this agreement;
 3. Where the dealer is a company or other incorporated body, its successors and permitted assigns and
 4. Where the dealer is a Co-operative Society, its successors and permitted assigns.

42. HINDI TRANSLATION

Notwithstanding the translation of various clauses, covenants and provisions herein provided in the Hindi language, it is specifically agreed between the parties hereto that in the event of any difference or dispute or inconsistency in the wording, meaning and I or interpretation of any clause, covenants or provision of this agreement, the text provided in the English language shall be deemed to be the correct version as to the meaning and intent of the parties and shall prevail over the translation provided in the Hindi language.

IN WITNESS WHEREOF the parties hereto have set their hands at _____
_____ the date, month and year above written.

SIGNED BY (CORPORATION)
BY ITS CONSTITUTED ATTORNEY

IN THE PRESENCE OF

SIGNED BY (DEALER)

IN THE PRESENCE OF

Format Only

SCHEDULE-I

(Being description of the Corporation's Immovable property)

1. LAND (Owned / leased by Corporation)

Full and complete description of land, (the description should tally with that appearing in registered lease or purchase document.)

Bounded by :- North South East West

2. SALES ROOM

| | | | |
|---------------------|----------|---|----------|
| Admeasuring (Total) | _____ ft | x | _____ ft |
| with Office Room | _____ ft | x | _____ ft |
| Toilet | _____ ft | x | _____ ft |
| Compressor Room | _____ ft | x | _____ ft |
| Store Room | _____ ft | x | _____ ft |

SCHEDULE-II

(Being description of the Corporation's Movable property)

1. Equipment : _____ Nos.

Tank _____ KL of MS

Capacity KL of HSD _____ Nos.

Pump Nos. _____ rating

2. Air Facility:

Air Compressor _____ HP capacity

Air Tower / Gauge

SCHEDULE-III
(Being description of the dealer's property)

For the Corporation

For the Dealer

Format Only

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