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MS/HSD RETAIL OUTLET DEALERSHIP AGREEMENT FOR SCHEDULED CASTE & SCHEDULED TRIBES

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INDIAN OIL CORPORATION LIMITED
(MARKETING DIVISION)

PETROL (MS) / HIGH SPEED DIESEL OIL RETAIL OUTLET DEALERSHIP

AGREEMENT FOR CORPORATION OWNED / LEASED SITES

FOR SCHEDULED CASTE / SCHEDULED TRIBES

MEMORANDUM OF AGREEMENT MADE THIS _____ DAY OF _____ One thousand Nine Hundred and _____ **PARTIES**

Between Indian Oil Corporation Limited, a Company registered under the Companies Act, 1956 and having its Registered Office at Indianoil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Bombay - 400 051 and a Regional Office at _____ _____ Street/Road_____ Town _____ State (Hereinafter called "the Corporation") of the One Part ;

AND _____ _____OF_____Inhabitant carrying on business under the firm name and style of _____ _____ (Hereinafter called "the Dealer" of the Other Part ;

or

AND _____ and _____ _____ of _____ inhabitants carrying on business under the firm name and style of _____ a firm registered under the Indian Partnership Act of 1932 at _____

Contd....

(hereinafter called "the Dealer") of the Other part,

WHEREAS the Corporation carries on the business of refining and sale of petroleum products and more particularly of Motor Spirit (MS) and High Speed Diesel Oil (HSD) ; — Recitals

AND WHEREAS the Corporation is the Owner/Lessee/Tenant/ Licensee of a plot of land and is the Owner/Lessee/Tenant/ Licensee of the superstructures thereon more particularly described in the First Schedule hereunder written and of the structures thereon (Hereinafter collectively referred to as "the premises") and has installed and/or is about to install at and under the said premises the apparatus and equipment described in the Second Schedule hereto (Hereinafter called "the Outfit") — I Schedule / II Schedule

AND WHEREAS at the request of the Dealer, the Corporation has agreed to appoint the Dealer as its Dealer for the retail sale of supply at the said premises of certain products on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :-

Appointment as Dealer

1. The Corporation hereby appoints the Dealer as its Dealer and the Dealer hereby accepts the appointment as the Corporation's non-exclusive Dealer for the retail sale or supply at the premises described in the First Schedule hereto of Petrol/HSD/Motor Oil/Grease and such other petroleum and/or other products as may hereinafter and/or hereafter to be specified in writing by the Corporation from time to time — I Schedule

Contd....

(all of which are hereinafter collectively referred to as "the products") in accordance with the terms and conditions hereunder appearing. — The products

2. This agreement shall remain in force for a period of fifteen years from _____ day of _____ 19____ and continue thereafter for successive periods of one year each until determined by either party by giving three months notice in writing to the other of its intention to terminate this agreement and upon the expiration of any such notice, this agreement shall stand cancelled and revoked, provided that nothing contained in this clause shall prejudice the rights of either of the parties hereto 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 and/or the sales from the premises by the Dealer pursuant to the provisions contained in that behalf in this agreement. — Period

3. The Dealer shall during the continuance of this Agreement confine himself to selling only Corporation's products at the premises and shall not carry on from the said prerises any business other than that of the sale of the products 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 to carry on such other business at or from the premises. — Sale of Corporation's Products only at the premises.

4. The Corporation reserves the right without reference to — Corporation's

Contd....

or consent of the Dealer to appoint one or more additional Dealer/s in the same town/area or location and such additional Dealer/s shall be entitled to make sales of the products without any objection from the Dealer and the Dealer shall not be entitled to make any claim for remuneration, commission or allowance whatsoever in respect of the sales made by such additional Dealer/s and/or sales made by the Corporation through such additional Dealer/s.

right to appoint additional Dealer/s

The Dealer hereby expressly further agrees not to dispute, object to or challenge the appointment of other Dealers 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.

5. The Corporation reserves the right at all times during the continuance of this Agreement to make direct or indirect sale/s of products to any person whomsoever without reference to or consent of the Dealer and on such direct sale/s, the Dealer shall not be entitled to any remuneration, commission or allowance whatsoever,

Direct Sales

6. The Dealer shall obtain each and every licence(s) necessary for the sale of products at the said premises required under any Central/State Government, Municipal or Local enactment for the time beirg 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.

Dealer to take licence (s)

7(a) The Dealer undertakes that he and his servants and

The

Contd....

agents will observe and perform the provisions of the Petroleum Act, 1934 and the Explosives Act, 1884 and any statutory re-enactment or modification thereof for the time being in force and all rules and regulations made thereunder and all other Government or Municipal Local or similar Acts, Laws, regulations and bye-laws, as may be in force from time to time relating to the Dealer's business in the said products and to the storage, receipt and transportation and other related matters as contemplated under this Agreement and all requisitions and requirements of all authorities appointed under the foregoing enactments, rules or regulations. If there is any violation on the part of the Dealer, his servants and agents of the aforesaid provisions or statutory rules and regulations, the Corporation will have the absolute right to discontinue the supplies and take any other action including the termination of this Agreement as the Corporation may at its absolute discretion think fit.

Petroleum Act

b) The Dealer shall also be solely responsible for any breach or contravention by himself, his employees, agents of any Acts, rules, regulations or bye-laws of the Central and/or State Government and/or Municipal Local and/or other authorities as may be applicable 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 & Establishments Act, Factories Act and the Workmen's Compensation Act. The Explosives Act, 1884 or any other Act or Statutory Rules, Regulations or Bye-laws made thereunder and/or applicable from time to time to the business of storage and sale of products and servants, workmen and persons engaged in

Contd....

connection therewith and the Corporation shall not be responsible in any manner for any liabilities arising out of non-compliance by the Dealer with the same.

Facilities - Outfits

8(a) The Corporation has installed or is about to install at its own expense at the premises the outfit described in the Second Schedule hereto. The Corporation may install at the premises such other apparatus and equipment from time to time as it may deem necessary for the efficient working of the Retail Outlet and all such other apparatus and equipment shall be deemed to be and form part of the outfit; provided that the Corporation shall have the right to remove any particular item or items of apparatus or equipment comprised in the outfit without assigning any reason therefor.

The Corporation will maintain the outfit in proper working condition at its own expense.

Storage Licence

8(b) 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 also other licences and permissions, if any, for storage required under any other Central/State Government, Municipal or Local enactment for the time being in force. The Dealer undertakes to faithfully observe and perform all the terms and conditions of such Licence(s).

Electrical & water connection

8(c) The Corporation shall arrange for all electrical and water connections and shall pay the deposits, if any, required to be paid in connection therewith. The Dealer shall promptly pay all bills for electrical energy and water consumed on the said premises as shown in the bills received in respect thereof.

Contd....

Leave & Licence

8(d) The Corporation doth hereby grant to the Dealer leave and licence and permission for the duration of this Agreement to enter on the said premises and to use the premises and outfit for the sole and exclusive purpose of storing, selling and handling the products purchased by the Dealer from the Corporation. Save as aforesaid, the Dealer shall have no right, title or interest in the said premises or outfit and shall not be entitled to claim the right of lessee, sub-lessee, tenant or any other interest in the premises or outfit, it being specifically agreed and declared in particular that the Dealer shall not be deemed to be in exclusive possession of the premises.

Licence Fee

8(e) For the use of the said premises including the construction thereon and outfit, the Dealer shall pay to the Corporation a licence fee as may be fixed and recovered or deducted in the 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 licence fee. The Corporation shall however advise the Dealer the basis or formula for the recovery of such licence fee. The licence fee shall be payable free of all deductions. The current rate of recovery of the said licence fee is Rs._____ per KL on petrol and Rs_____ per KL on HSD.

Termination of Licence

8(f) The licence and permission granted as aforesaid for the use of the said premises and outfit shall terminate immediately on the termination of this Agreement.

Dealers Equipment and

8(g) The Dealer will install and maintain at his own expenses at the premises the equipment described in the Third Schedule

Contd....

hereto and such other equipment as may be considered necessary by the Corporation from time to time and intimated in writing to the Dealer. The Dealer shall purchase the said equipment only from the manufacturer or manufacturers approved by the Corporation.

structure

III Schedule

8(h) The Dealer shall keep the premises 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 premises and outfit, all Trade Marks and other signs and marks of identification of the Corporation placed thereon by the Corporation or forming part thereof.

Upkeep of premises

The premises shall be painted by the Corporation at its own cost according to the standards and specifications of the Corporation.

8.(i) No repairs to the premises and outfit shall be done by the Dealer unless previously authorised by the Corporation in writing. The dealer shall not interfere with or attempt to adjust the outfit or any part thereof but shall notify the Corporation immediately of the necessity of any repair or adjustment and thereby ensure that the outfit is in proper working order and delivers full and proper measure at all times. The Dealer shall not operate the outfit while it is out of order.

Caretaking of outfit / premises by Dealer

8.(j) All repairs to the outfit, other than those which are rendered necessary or caused by the negligence or fault of the Dealer, his agents, servants or customers shall be done by the Corporation at its own cost. Repairs which are rendered necessary or caused by the negligence of fault of the Dealer, his agents, servants or customers, shall be done by the Corporation and the cost thereof shall be reimbursed

Repairs to outfits

Contd....

by the Dealer to the Corporation on demand failing which the Corporation may treat such amount as being an arrears of a bill preferred by the Corporation in terms of Clause 18(a) of this Agreement, provided always that the Corporation may call upon the Dealer in writing to carry out any repairs and in such event the Dealer shall be bound to carry out such repairs as directed by the Corporation and the Corporation shall reimburse to the Dealer the cost thereof except when such repairs are necessitated by the negligence or fault of the Dealer, his agents, servants and customers in which case they shall be carried out at the cost of the Dealer. A certificate of the General Manager of the Corporation for the time being in office at _____ _____as to the liability of the Dealer to pay for any repairs to the outfit and as to the actual amount of the expenses incurred by the Corporation in connection with any such repairs as aforesaid shall be final and binding upon the Dealer and shall not be questioned by him in any manner whatsoever.

8.(k) The Dealer shall not remove the outfit or any part thereof from its position on the said premises nor deliver possession thereof to any other persons, firm or company other than the Corporation nor encumber nor sell the same nor purport to do so nor do anything whereby the outfit may be seized or taken in execution or attached, destroyed or damaged or whereby the title of the Corporation thereto may in any way be affected, destroyed or prejudiced.

Corporation's rights in outfits.

8.(l) The Dealer will take such care of the outfit as also of the receptacles or containers in which the Corporation's products may be supplied to him as a businessman of ordinary

Loss or damage of outfits - Dealer's Liability

Contd....

prudence would take care of the outfit, receptacles and containers belonging to himself. The Dealer shall be responsible for all loss or damage to the outfit, receptacles and containers normal wear and tear excepted. All disputes as to liability hereunder shall be decided by the Corporation's General manager at _____ *whose decision shall be final and the Dealer shall pay to the Corporation within a week of receipt of a notice in writing requiring him to do so the amount determined as being due on account of any such loss or damage.*

Right of Inspection

8.(m) The outfit shall be and remain the absolute property of the Corporation and the Corporation may at any time freely and without let or hindrance by the Dealer, his servants or agents enter upon the said premises to inspect, test, repair add to, reduce and/or remove the outfit or any part thereof, affix the Corporation's name plates thereto and lock and/or seal the whole or any part thereof against interference by the Dealer or third parties.

Dealer to safeguard Corporation's right in the Premises & Outfit.

8.(n) The Dealer shall not add to or alter the premises layout or outfit in any manner whatsoever or place in or attach to any part of the said premises or the outfit any signboard pictures, handbills, advertisement, or things of a similar nature, except with prior written approval of the Corporation. If the Dealer commits a breach of this clause the Corporation shall have the right without prejudice to its other rights to reinstate the premises layout and/or outfit to its/their former condition in all respects and the Dealer shall pay the cost of such reinstatement to the Corporation on demand, failing which the Corporation may treat such amount as being an arrears of a bill preferred by the

Contd....

Corporation in terms of clause 18(a) of this Agreement.

Public premises

8(o) It is understood by the Dealer that the premises mentioned in the First Schedule hereunder written are Public Premises within the meaning of the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

Supply of products

9(a) The Corporation will supply the products (MS/HSD) at the premises. The Dealer shall arrange to take prompt delivery of the products and shall be responsible for and shall pay all detention and/or other charges of whatsoever nature for any loss or damage arising directly or indirectly through his failure, neglect or delay to take such delivery promptly.

9(b) The Corporation will from time to time supply to the Dealer such quantities of the products as the Corporation may in its absolute discretion consider expedient to meet the current trade demands and the Dealer shall maintain such minimum stocks thereof as the Corporation may consider adequate or necessary from time to time so as to meet the Customers' requirements. The Corporation shall supply the 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 contained in this Agreement no liability shall be attached to the Corporation for failure to supply the products from whatever cause arising.

Minimum quantity / sale targets

10. It is specifically agreed and declared that the basic condition of the grant of the Dealership rights by the Corporation to the Dealer herein is that the Dealer hereby

Contd....

agrees, undertakes and covenants to uplift and pay for the following minimum quantities of the products per month as specified hereunder.

PRODUCTS	QUANTITY
MS (Petrol)	KLS
HSD	KLS
MOTOR OIL/GREASE	KL/KG
Other products viz.	

The Corporation shall have the absolute right to revise the aforesaid minimum quantities/sale targets from time to time by notice in writing and on every such revision this clause shall be read and construed as if such revised figures had been mentioned herein instead of those hereinabove setcut. It is also specifically agreed that in the event of the Dealer not achieving the aforesaid minimum quantities at any time during three out of six consecutive months during the currency of this Agreement, the Corporation shall be entitled, notwithstanding any acquiescence or waiver of this condition in respect of anyone or more months and notwithstanding any other provision herein contained, to terminate this Agreement by giving 30 days notice in writing to the Dealer.

Dealer shall not obligate Corporation

11. In all contracts, engagements or transactions entered into by the Dealer with the customers for the sale of the products or otherwise, 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 except to the extent if any, permitted by the Corporation in writing and the Corporation shall not in any way be liable in any manner in respect of

Dealer to act as 'Principal'

Contd....

any such contracts, engagements or transactions and/or in respect of any act or omission on the part of the Dealer, his servants, agents and workmen in regard to such sale or otherwise.

Restriction on supplies

12. Notwithstanding anything herein contained, the Corporation shall be entitled at any time and from time to time after notice in writing to the Dealer but without assigning any reasons to increase or restrict, limit or reduce the quantity of the products to be supplied by the Corporation under this Agreement for such period or periods and under such conditions as the Corporation may in its absolute discretion, decide and the Dealer hereby agrees not to dispute or challenge any such decision of the Corporation for any reasons whatsoever, provided however, that if at any time or times the quantity of the products supplied by the Corporation hereunder is less than that specified by the Corporation for the time being under clause 10 hereof, the Dealer's obligation under clause 10 hereunder during such time or times shall be co-extensive with the quantity supplied by the Corporation under this clause.

No claim against Corporation

13. The Corporation shall not be liable for any loss or damage for any delay in transporting or delivering or from failure to transport or deliver the products ordered by the Dealer whatever may be the cause of such failure or delay. The Corporation shall further be entitled at its sole discretion to refuse any order or orders placed by the Dealers and at any time to treat any order or orders even if accepted or acknowledged as cancelled and the Corporation

Contd....

shall not be responsible for any loss or damage caused to the Dealer by such refusal and/or cancellation. Every order by the Dealer under this Agreement shall constitute a firm order not subject to cancellation or revision by the Dealer unless and until the Corporation intimates to the Dealer in writing its intention to treat such order as cancelled or revised.

No claim for loss

14. The Dealer shall be responsible for all loss, contamination, damage or shortage of or to the products after supply/delivery whether partial or entire and no claim will be entertained by the Corporation therefor under any circumstances.

Corporation's right to suspend supplies

15. Notwithstanding anything to the contrary herein contained the Corporation shall be at liberty upon breach by the Dealer of any covenant in this Agreement to stop and/or suspend forthwith all supplies to the Dealer and/or sales from the premises by the Dealer for such period or periods as the Corporation may think fit, and such right of stoppage and/or suspension of supplies shall be in addition to and/or without prejudice to any other right or remedy of the Corporation under this Agreement or Law. For the purpose of this clause, the General Manager of the Corporation for the time being at _____ shall be the Sole Judge as to whether a breach of any covenant of this agreement has been committed by the Dealer. 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 supplies.

Contd....

Measurement

16. The quantities of the products stated in the Corporation's invoices to be delivered by the Corporation as measured by the Corporation's measuring devices or means shall be final and binding upon the parties hereto unless at the time of receipt of the products at the Dealer's premises any shortage is detected and recorded and also duly witnessed as per procedure laid down by the Corporation from time to time. 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 therefor 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.

Product specification/ contamination/ adulteration

17. The Corporation's Petrol (MS) and High Speed Diesel Oil (HSD) supplied to the Dealer shall be in accordance with BIS specifications as may be in force at the relevant time and as adopted by the Corporation from time to time subject to deviations and modifications thereof as may be advised and permitted by the Ministry of Petroleum and Natural Gas, Government of India from time to time. All other products

Contd....

supplied by the Corporation to the Dealer hereunder shall be in accordance with the specifications for the time being laid down therefor by the Corporation. The Dealer shall take every possible precaution against contamination of the products by things injurious to their quality and shall not in any way directly or indirectly adulterate or alter the specifications of the 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. The opinion of the General Manager of the Corporation for the time being at _____as to whether any product of the Corporation has been contaminated and/or adulterated shall be final and binding upon the Dealer.

In the event of the said General Manager finding that the contamination and/or adulteration of product has been due to any act or default or negligence 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 / adulterated product and to destroy or otherwise deal with the same without making any payment therefor to the Dealer and without prejudice to the Corporation's right to terminate this Agreement forthwith.

18(a) The Corporation will deliver the products to the Dealer at the rates therefor ruling on the date of delivery against prior payment by demand draft. The Corporation may, however, at its sole discretion agree to extend Cheque facility or give credit facilities as it deems fit to the Dealer from time to time and for such period or periods as the

Terms of payment.

Corporation considers appropriate and may cancel or vary the same at any time without assigning any reason therefor. 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 4 days after demand made by the Corporation therefor, Corporation shall be at liberty to refuse to supply any further product to the Dealer and also forthwith treat this Agreement as being repudiated by the Dealer.

18.(b) Notwithstanding that credit may be given for the payment of the price of the products, the Corporation shall be entitled, without assigning any reasons therefor, to resume and keep possession of the products until payment.

18.(c) In addition to any right of lien to which the Corporation may be 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.

19. 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 whether Corporation's selling prices to the Dealer or Dealer's selling prices to the customers. The Corporation shall not in the event of any such

Corporati reserves right to change pr

Contd....

change be bound to make any allowance or pay any compensation to the Dealer on any of the products supplied to the Dealer prior to the date such change takes effect.

Signs and publicity

20. The Dealer shall display or exhibit at his own cost at or near the said premises, such sign and other publicity materials as the Corporation may provide and/or require to be displayed or exhibited. The Dealer shall not engage in or carry out any publicity work in respect of his dealership business or otherwise without obtaining the prior written approval of the Corporation both as regards the nature of the work and the manner in which it is to be done.

Working Dealer

21. It shall be a paramount condition of this Agreement that the Dealer himself (if he be an individual) or both partners of the Dealer firm (if the Dealer is a partnership firm consisting of two partners only) or the majority of the partners of the Dealer firm (if the Dealer is a firm consisting of more than two partners) as the case may be shall ordinarily be resident in India and shall take an 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 either as 'Benami' or through any 'Power of Attorney' or otherwise.

To take out adequate insurance.

22. The Dealer shall at all times and from time to time at his own cost and expense take out adequate and proper insurance during the continuance of this Agreement and for a period of three months from the date of the termination

Contd....

thereof from a well reputed Insurance Company against all risks including Third Party risk to persons and properties, fire and explosion risk, riot risk, comprehensive motor vehicle policy risk, workmen's compensation and injury policy and/or loss or damage to the products due to any cause whatsoever and shall keep all such insurance policies in force at all times. As and when called upon by the Corporation, the Dealer shall produce such insurance policies and the renewals thereof for inspection and verification by the Corporation. The Dealer shall fully and punctually abide by all the terms, conditions and covenants contained and set out in such insurance policies and shall not do or omit to do any act, deed or thing whereby such insurance policies may be invalidated, cancelled or rescinded by the Insurance Company. Such policy shall in no event be for an amount less than the minimum amount as may be suggested in writing from time to time by the Corporation.

Dealer to bear expenditure of business

23. The Dealer shall be solely responsible for and shall himself bear all expenses of and in connection with the Dealership business including administration of office, wages, salaries, employment benefits payable to all persons employed by him, insurance premia, telephone rents, licence or other fees, rates & taxes electricity & water consumption charges and all other charges and out-goings of every kind connected with the said business and shall pay the same promptly and without fail.

Dealer to bear handling

24. All expenses incurred in connection with or incidental to the storage, licensing, handling, sale and distribution of

Contd....

the products shall be borne by the Dealer. The Dealer shall be solely responsible for the payment of all local and other taxes in respect of the sale of the products. The Corporation will not be liable to bear such expenditure under any circumstances whatsoever.

& other expenses

25. 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.

Credit by Dealer

26(a) The Dealer will provide and maintain the standard of 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. The Dealer will provide at his own cost the uniforms for Driveway Salesman/other staff and will also ensure that the Driveways are always kept in good and motorable condition.

Standard of Service by Dealer.

26(b) The Dealer shall at his own cost maintain adequate and competent staff to attend to the work of filling the products into the Customer's vehicles and for providing Drinking Water and certain other free services to the customers including Air and Radiator Water, First Aid Kit, Filter Papers and certified 5 liter measure, at the premises in accordance with the general instructions given or laid down by the Corporation from time to time.

Dealer to provide free service

27. The Dealer shall be allowed commission by the Corporation on the sale/supply of the products at such rate as may be fixed by the Corporation from time to time. It is expressly agreed to by the Dealer that the Corporation, at

Dealer's Commission

Contd....

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 reduce or revise or modify the said commission and any such revision or reduction or modification shall be binding upon the Dealer. It is further agreed that the Corporation shall be entitled to recover or deduct or adjust the Licence Fee dues from the proceeds of the Dealer Commission.

28. Except with the previous written consent of the Corporation (which consent the Corporation may in its sole and absolute discretion withhold)

Dealership operation

a) the Dealer shall not enter into any arrangement contract or understanding whereby the operations of the Dealer hereunder are or may be controlled, carried out and / or financed by any other persons, firm or company whether directly or indirectly and whether in whole or in part ;

b) the Dealer himself (if he is an individual) or the partners themselves (if the Dealer is a partnership firm) shall not, take up any other employment or engage in any other business and/or profession apart from the operation of the Dealership which is the subject matter of this Agreement.

c) the Dealer (if it be a firm) shall not effect any change in its constitution whether in the identity of its partners or in the terms of the Deed of partnership as the case may be,

29. The Dealer shall not during the currency of this

Dealer not

Contd....

Agreement sell or be in any way be concerned in selling or distributing the products of any other oil company or producer without the previous consent in writing of the Corporation which consent the Corporation may refuse, vary and withdraw in its absolute discretion at any time or from time to time.

to sell others' products.

30. The Dealer shall not purchase obtain or otherwise acquire possession from any person, firm or company other than the Corporation any product used, stocked or sold by the Dealer is or in connection with the Dealer's business in the products hereunder without the previous consent in writing of the Corporation, which consent the Corporation may refuse vary and withdraw at any time or from time to time in its entire discretion.

Dealer not to purchase from others.

31. The Dealer shall not make supplies of the said products of the Corporation to any person, firm or company whose supplies have been stopped/suspended by the Corporation or by any other company engaged in the marketing of like products in India.

Dealer not t supply to others whose supplies have been stopped / suspended

32. The Dealer shall not make supplies of the said products of the Corporation to any Dealer/Agent/Distributor appointed by the Corporation or by any other company engaged in the marketing of the said products in India.

Dealer not t supply to other Dealers or Agents.

33. The Dealer shall not sell the said products at rates or prices higher than those which the Corporation or any authority under Law shall from time to time prescribe.

Dealer not to sell at higher rates

Contd....

34. The Dealer shall not make short deliveries to his customers. The Dealer shall scrupulously observe all rules and regulations under the Weights & Measures Act and ensure correct delivery of product by using only duly certified Measures or Measuring devices and shall check delivery rate or such devices at least once on a daily basis, before commencement of sales.

Dealer not to make short deliveries.

35. The Dealer shall not sell, assign, sublet, mortgage, charge or part with or otherwise transfer his interest in the Dealership or any right or interest or benefit conferred by this Agreement or grant any licence in connection with the said premises and/or outfit or any part thereof to any person, firm or company nor allow any other person firm or company to use the premises or the outfit or any part thereof except to the extent necessary under the terms of this Agreement and/or specifically permitted in writing by the Corporation.

Dealer not to assign

36. The Dealer shall not do any act or omit to do any act whereby the Corporation's rights in its Trade Marks 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 Marks of the Corporation or of the use by any person, firm or company of any Trade Mark which may be confusingly similar to any of the Trade Marks of the Corporation. The Dealer shall not use any Trade Marks of the

Trade Marks

Contd....

Corporation except as may be specifically allowed in writing by the Corporation at its sole discretion.

No advance by Dealer

37. 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. Should any sum be paid or advanced or any property delivered without such authority, and the same be not received by the Corporation, the dealer shall be entirely responsible to make good to the Corporation the amount or value thereof.

Partner's liability

38. Subject to the provisions contained in Clause No.46 hereinafter appearing, if the Dealer is a firm, the persons named herein above as partners and the partners for the time being of the Dealer firm shall be jointly and severally liable in respect of all matters hereunder and the Dealer shall forthwith advise the Corporation by written notice addressed to the Corporation and delivered to the Corporation at its office at _____

_____of any change that may take place in the partnership and in the absence of such notice no partner shall be relieved from liability by the public notice of retirement or dissolution in accordance with the Indian Partnership Act, 1932 and all the persons who have been partners shall in such event nevertheless remain fully liable to the Corporation as if they had all continued to be partners.

Contd....

Maintenance of records by the Dealer.

39(a) The Dealer shall keep and maintain such records of stocks, sales, etc. as may be prescribed by the Corporation from time to time and submit the same for inspection on demand by any 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.

Accounts and correspondence to be in English or Hindi.

39(b) All correspondence, accounts, returns of stocks and sales, and such other documents as may be required by the Corporation shall be made written neatly and correctly in English or Hindi language and all accounts shall be produced for inspection of the Corporation's representatives at any time when called upon by them to do so.

Effect of permits and licence on mutual relationship.

40. Notwithstanding anything inconsistent contained in any permit or licence obtained by the Dealer for dealing in the products at the premises the provisions of this Agreement alone shall have effect to govern or determine the mutual relationship of the Dealer and the Corporation inter-se.

Security Deposit

41(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 his obligations and undertakings hereunder and for securing payment of all sums due from him 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

Contd....

interest thereon and pay the amount thereof to the Dealer. The deposit 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 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 his dues 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 and 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 the time or the price at which or the manner in which the approved securities or any of them may be sold by the Corporation.

(c) 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

Contd....

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 51 have been fully discharged. In the event of the death of the Dealer, if he be a sole 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 his/her/their title to recover the same from the Corporation by means of probate, Letters of Administration or a Succession Certificate granted by a court of competent jurisdiction in India, and the Corporation will not recognise any other person(s) as having any title to the security deposit.

(d) In the event of the death of a partner in the Dealer firm, the Corporation will 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 his/her/their title to the estate of the deceased partner by means of probate, Letters of Administration or a Succession Certificate granted by a court of competent jurisdiction, it being agreed that the Corporation will not recognise any other person(s) as having any title to the security deposits.

(e) In the event that after the death of a partner in the Dealer firm, the Corporation exercises its option under clause no.46 hereof to continue the dealership with the surviving partner(s), the surviving partner(s) shall forthwith lodge with the Corporation as security deposit such sum of money as may be stipulated herein above.

Contd....

(f) The deposit receipt issued by the Corporation shall alone be proof of the deposit with the Corporation and of the value thereof.

Dealer to comply with Corporation's directives.

42. The Dealer shall at all times faithfully, promptly and diligently observe and perform and carry out at all times all directions, instructions, guidelines and orders given or as may be given from time to time by the Corporation or its representative(s) on safe practices and marketing discipline and/or for the proper carrying on of the Dealership of the Corporation. The Dealer shall scrupulously observe and comply with all laws, rules, regulations and requisitions of the Central/State Government and of all authorities appointed by them or either of them including in particular the Chief Controller of Explosives, Government of India and/or any other local authority with regard to the safe practices.

Corporation's right to inspect management of dealership.

43. The Corporation by its officers, representatives or servants will be entitled at all times to enter upon the premises and inspect the management of the retail outlet by the Dealer in all respects and the Dealer shall be bound to render all assistance and give all information to the Corporation and its duly authorised representatives in that behalf and produce to the Corporation and/or its duly authorised representatives in that behalf whenever required to do so Invoices/Cash Memos for all purchases and receipts for all payments which it is the Dealer's duty to make whether under the terms of this Agreement or otherwise.

Dealer to

44(a) The Dealer shall indemnify and save harmless the

Contd....

Corporation from all losses, damages, claims, suits, legal proceedings or actions which may arise out of or result from any loss or injury to any person or property or 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 or otherwise howsoever.

indemnify.

(b) The Dealer shall at all times indemnify and keep indemnified the Corporation, its officers, employees, and agents against all losses, damages, liabilities, suits, actions, legal proceedings, claims, demands or otherwise howsoever arising out of any claims made by the Central and/or State Government and/or Municipal local and/or other authorities and/or by any customer of the products and/or by any other third party as a result of or in consequence of any act or omission of whatsoever nature of dealer, his servants or agents including without prejudice to the generality of the foregoing any accident or loss or damage/injury to life and/or property arising out of the storage, handling and/or sale of the products or attributable to the use of the said premises and/or outfit for the aforesaid purposes whether or not such act or omission or accident or loss or damage was due to any negligence, want of care or skill or any misconduct of the Dealer, his servants or agents.

(c) In the event of the death of any partner of a firm which has been appointed as a dealer hereunder, the surviving partners 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.

Contd....

Forthwith Termination

45. 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 he be an individual,

(ii) the dissolution of the partnership of the Dealer's firm or the death or adjudication as insolvent of any partner of the firm, if the Dealer be a firm :

c) If any attachment is levied and continues to be levied for a period of seven days upon the effects of the Dealer or any individual partner for the time being of the Dealer's firm.

d) If the dealer or any partner in the Dealer's firm appointed as Dealer hereunder shall be convicted of a criminal offence;

e) If a Receiver shall be appointed of any property or assets of the Dealer or of any partner in the Dealer's firm and shall not be discharged within seven days of the date of such appointment;

f) If the licence issued by the relevant authorities for the storage of petroleum product supplied by the Corporation is cancelled or modified or suspended or revoked or is not renewed before the date of expiry

Contd....

by such authority;

g) If any licence or permit issued to the Dealer by any authority for the carrying on of the business by the Dealer as contemplated under this Agreement is cancelled or revoked or suspended or modified by any such authority or is not renewed before the date of expiry by such authority;

h) If the Dealer shall for any reason make default in payment to the Corporation in full of his outstandings as appearing in the Corporation's books of accounts beyond 4 days of demand by the Corporation;

i) If any information given by the Dealer in his application for appointment as a Dealer or in any document supplied therewith or filed in support thereof shall be found to be untrue or incorrect;

j) If the Dealer has concealed any information which if disclosed would in the opinion of the General Manager of the Corporation for the time being at _____ whose decision shall be final have disentitled him to be appointed as a Dealer;

k) If the Dealer does not adhere to the instructions/ guidelines issued from time to time by the Corporation in connection with Marketing Discipline and/or safe practices to be followed by him in the sale or supply and storage of the Corporation's products or otherwise;

l) If the Dealer shall contaminate/adulterate or tamper with the quality of any of the products supplied by

Contd....

the Corporation;

m) If the Dealer sells any of the products supplied by the Corporation at prices higher than those fixed by the Corporation/statutory authority;

n) If the Dealer allows the Dealership/Outlet to be operated as "Benami" or causes the same to be operated through any Power of Attorney or otherwise by any outside third party;

o) If the Dealer shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of the General Manager of the Corporation for the time being at _____ whose decision in that behalf shall be final, is prejudicial to the interest or good name of the Corporation or its products, the General Manager shall not be bound to give reason for such decision.

p) 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 is executing with the Corporation under which the Dealer is securing the financial assistance from the Corporation for operating the Dealership awarded in favour of the Dealer.

The Corporation's right to terminate this Agreement under the terms of this clause shall be without prejudice to and without affecting any of its other rights and remedies against the Dealer.

Contd....

Change in partnership-effect thereof.

46. Notwithstanding anything to the contrary herein contained, in the event of the Dealer being a 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 or death of any partner(s) induction of new partner(s) or otherwise howsoever unless after receipt of a written notice from the original surviving partner(s) of the Dealer firm of such death or retirement or induction, the Corporation shall have expressly agreed in writing to continue the Dealership with the surviving partner(s) or with the re-constituted firm. Any supplies of the products made by the Corporation, subsequent to the death or retirement of a partner or the induction of new partner(s), with or without the knowledge of the death or retirement or induction, or any other action on the part of the Corporation under or in pursuance of this Agreement subsequent to such death or retirement or induction in favour of or in relation to the surviving partner(s) and/or the reconstituted firm shall not and shall not be deemed to confer any dealership or other rights in favour of the surviving partner(s) and/or the reconstituted firm unless and until the Corporation conveys in writing its specific approval or assents to confer any dealership or other rights upon the surviving partner(s) and/or the reconstituted firm as the case may be 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 deems fit at its discretion.

Contd....

47. Notwithstanding anything to the contrary herein contained, this Agreement shall automatically come to an end and stand terminated upon the death of the Dealer if he be an individual. Any supplies of the products made by the Corporation subsequent to the death of the Dealer in his firm name or otherwise to all or any of his legal heir/s successor/s or legal representative/s or to any other person either with or without the knowledge of the death or any other action on the part of the Corporation under or in pursuance of this Agreement subsequent to such death in favour of or in relation to the dealer's firm or all or any of his legal heirs, successors, legal representatives or any other person shall not and shall not be deemed to confer any dealership or other rights in favour of any such legal heir/ heirs/successor/successors, legal representative/representatives or other person unless and 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.

Termination on the death of sole proprietor.

48. The termination of this Agreement shall be without prejudice to the rights of either party against the other in respect of any matter or thing antecedent to such termination.

Termination not to affect antecedent rights.

49. In the event of termination of this Agreement the Dealer shall not be entitled to any compensation or claim any loss

No compensation /

Contd....

or damages from the Corporation in respect of goodwill or otherwise.

damages on/ termination.

50. The supply/sale of the 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 affect the rights of the Corporation to enforce the termination of this Agreement.

Supply during notice period

51. On the termination of this Agreement, should there be any money due to the Corporation, the Dealer undertakes to pay the same forthwith to the Corporation. A certificate of the amount payable by the Dealer and signed by the Corporation's official not below the rank of Manager(Finance) for the time being at _____ shall be final and binding upon the Dealer.

If the Corporation shall appropriate the cash or the cash proceeds of the approved securities deposited by the Dealer as security under clause No.41, hereof to the extent of the amount due to it and if the amount thus appropriated shall be insufficient to cover the Dealers indebtedness to the Corporation, the Dealer agrees to pay to the Corporation any such balance immediately on demand therefor being made by the Corporation.

Settlement of account on termination.

52(a) Upon the termination of this Agreement, the Dealer will immediately remove from the premises all goods, property and effects belonging to him and hand over to the Corporation

Removal of goods and properties belonging to the

Contd....

vacant and peaceful possession of the premises and the Corporation shall be entitled to enter upon the premises without any hindrance or objection from the Dealer and the Dealer shall cease to have any right whatsoever to enter or remain, or use the premises or the outfit 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 thereto.

Dealer upon termination.

52(b) It is hereby expressly agreed and provided that upon termination of this Agreement if the Dealer for any reason whatsoever fails or neglects or refuses to leave the premises and handover vacant and peaceful possession thereof unto the Corporation, the Dealer shall be liable to pay to the Corporation @ Rs._____ for each day of such occupation or part thereof as and by way of liquidated damages for wrongful use of and/or unlawfully continuing to remain in occupation of the premises until the Dealer leaves and hands over vacant and peaceful possession to the Corporation. The liability hereunder shall be without prejudice and in addition to any other rights and remedies available under the law to the Corporation.

Liquidated Damages.

53. Upon the termination of this Agreement for any cause whatsoever, the property in the products supplied by the Corporation and at the date of termination in the possession of the dealer shall automatically revert to and become vested

Property in the products to vest in the Corporation upon termination.

Contd....

in the Corporation and the Corporation shall be at liberty to deal with such products in any manner it deems fit but shall reimburse to the dealer the cost thereof at the same rate at which the product was supplied to the dealer.

54. After the termination of this Agreement, neither the Dealer (if he shall be an individual) nor any partner of Dealer (if the Dealer be a firm) shall for a period of one year carry on business in petroleum products as the agent, Dealer or Distributor (either by himself or as partner in any firm) of any other petroleum company in any other place within a radius of five kiloretres from the premises hereinabove mentioned without obtaining the Corporation's prior written permission therefor which permission the Corporation may in its absolute discretion refuse.

Dealer not to engage in like business upon termination.

55. The Dealer shall not at any time whether during the period of this Agreement or after its termination divulge or make known to any person any confidential information concerning the accounts, secret processes or any other particulars in any way relating to the business of the Corporation.

Secrecy.

56. The Dealer shall not at any time during the continuance of this Agreement pledge the credit of the Corporation.

Pledge of Credit.

57. 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 Corpora-

Acquiescence or waiver.

Contd....

tion nor prevent the Corporation from exercising any of its rights under any of the provisions of this Agreement.

Force Majeure

58. Without prejudice to the provisions of Clauses 9(b), 12, 13 & 15 hereof and so as not to limit in any way those provisions for their application, it is in particular agreed that no failure, delay or omission to carry out or observe any of the stipulations 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 causes viz. the imposition of restrictions or onerous regulations on the marine transport or landing of products in bulk or in packages, or to other acts of God, insurrection, action of pirates, war declared or undeclared, strike, lock outs, transport breakdown and/or combination of workmen, shortage of railway wagons, accidents to plant or machinery or storage facilities, any order or 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 insistence or request of any Governmental Authority or persons purporting to act therefor 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 products received locally by the Corporation from its usual source of supply,

Contd....

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 shortage in supply of products or equipment etc.

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

Notices

59. All notices required to be given and approvals 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 at _____ hereinabove mentioned or sent by registered post to its said Office, and in the case of the Dealer, if sent by post to or delivered by hand at his place of business hereinabove mentioned or pasted or affixed thereat.

Place of payment

60. This Agreement has been made in _____ and all payments thereunder shall be due and made in the aforesaid city/town only, unless otherwise directed by the Corporation.

Arbitration

61(a) Any dispute 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

Contd....

parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director(Marketing) of the Corporation who may either himself act as the Arbitrator or nominate some other officer of the Corporation to act as the Arbitrator. The Dealer will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an officer of the Corporation.

(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 Director(Marketing) at the time of such transfer or at any time thereafter, designates another person 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 Director(Marketing) at the time of vacation of office or inability or refusal to act, shall designate another person to act as Arbitrator in accordance with the terms of this agreement.

(d) The Arbitrator newly nominated by the Director (Marketing) under clause (b) or under clause (c) above, shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

(e) It is an express term of this contract that no person other than the Director(Marketing) or a person nominated by such Director(Marketing) of the Corporation as aforesaid shall act as Arbitrator hereunder If for any reason, Director(Marketing) is unable or unwilling or refuses or

Contd....

fails to act as Arbitrator or nominate an Arbitrator then the matter shall not be referred to arbitration at all.

(f) 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 Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

(g) The award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding one further year as the parties shall by writing agree. 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.

(h) The Arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary as the arbitrator in his absolute discretion thinks fit, and shall be entitled to exercise all powers under the Indian Arbitration Act, 1940, including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

(i) It is hereby expressly agreed that the powers of the Arbitrator nominated in the matter hereinbefore mentioned

Contd....

shall include the power to make interim order/orders, 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 third parties are likely to be created thereon.

(j) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the Director(Marketing) for such counter-claim, cross-claim or set off and the arbitrator shall be entitled to consider and deal with the same as if the matters arising therefrom have been referred to him originally and deemed to form part of the reference made by the Director(Marketing).

(k) 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.

(l) The Arbitrator shall have power to make one or more award/s whether interim or otherwise in respect of the

Contd....

dispute and difference and in particular, will be entitled to make separate awards in respect of claims or cross-claims of the parties.

(m) The Arbitrator shall be entitled to direct anyone of the parties to pay the costs 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 one 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.

Jurisdiction

62. The parties hereby agree that the courts in the city of _____ alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any award or awards made by the Arbitrator hereunder shall be filed in the concerned Courts in the aforesaid City only.

Word Reference

63. For the purpose of these presents,

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 "General Manager" shall refer to the incumbent from time to time of that office and shall include any officer of the Corporation officiating as such General Manager and any officer of the Corporation who may Head or be Incharge of the Regional Office in question whatever be his changed or modified designation, if any ;

Contd....

c) the expression "the Dealer" shall unless repugnant to the context or meaning thereof be deemed to include :

1. Where the Dealer is a single individual his/her heirs, executors, administrators and permitted assigns ; and
2. Where the Dealer is a firm the specified partners thereof at the date of these presents their respective heirs, executors, administrators and permitted assigns the partner/s for the time being of such firm, the survivor/s of such partner/s and the heir/s, executors, administrators and permitted assigns of the last surviving partner.

Inconsistency in English and Hindi versions.

64. 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/or interpretation of any clause, covenants or provisions 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.

Marginal notes.

65. The Marginal Notes hereto shall not affect the construction of this Agreement.

Contd....

In witness whereof the parties hereto have set their hands at _____

the date, month and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO As in Annexure attached

THE SECOND SCHEDULE ABOVE REFERRED TO As in Annexure attached

THE THIRD SCHEDULE ABOVE REFERRED TO As in Annexure attached

SIGNED BY (CORPORATION _____

By its Constituted Attorney in the presence of

_____

SIGNED BY _____

(Dealer)

_____

In the presence of :

_____

Contd....

SCHEDULE – I

(Being Description of the premises)

All that piece or parcel of land situate in the State of _____ District of _____ Taluka of _____ Village of _____ in the Registration Sub-District of _____ _____ bearing Survey No./Municipal No. _____ _____ and admeasuring _____ square meters or thereabouts and bounded on :

North by : _____

East by : _____

South by : _____

West by : _____

Which said piece of land is now under the occupation of the Corporation together with all the buildings, structures and other immovable and movable assets thereon.

For the Corporation *For the Dealer*

(Sales Officer)

Contd....

SCHEDULE – II

(Description of Outfit).

(Strikeout whichever is not applicable)

The following items have been handed over to _____ _____ for Corporation owned MS/HSD retail outlet at _____.

1. *20/15 KL Tank*
2. *HSD/MS Dispensing Pump*
3. *Dip Rod*
4. *Filter 2"*
5. *Necessary electric & Pipeline Connection*
6. *Pump Make & Model*
7. *Hand Operated Belt*
8. *Motor Belt*
9. *Handle*
10. *Pump Keys*
11. *Pad Locks with Keys*
12. *Opening Meter Reading*
13. *Air Compressor with Starter*
14. *Air Gauge*
15. *Auto Hoist/Hoist*
16. *Car Washer Equipment*
17. *Lubrication Equipment such as :*
    - a) *Overhead Reels*
    - b) *Power/Hand Operated guns for Oil/Grease*
    - c) *Chassis Lubricators (Mobile Units)*
    - d) *Old Drain Containers (Mobile Units)*

Contd....

18. *Flood lights for yard lighting*

19. *Lubscers/Hi-boys*

20. *Shield sign equipments*

Handed over *Taken over*

Signature of Sales Officer *Signature of Dealer*

Date

Signature : For & On behalf of the

Contd....

SCHEDULE - III

Equipments to be put in by Dealer at the Corporation owned MS/HSD Retail Outlets at _____ _____

_____ _____

Signature of Sales Officer *Signature of Dealer*

Signature : For & On behalf of

Contd....

ANNEXURE

In accordance with Clause 41 of the PETROl/HSD Dealership Agreement executed between the Dealer and the Corporation, I/We hereby lodge with the Corporation a sum of Rs_____by Cash/approved Security/ Government Promissory Note/National Savings Certificates as per details furnished below :

The said amount shall be at the disposal of the Corporation as Security Deposit, as provided under the terms of the said Dealership Agreement.

Signature of Dealer

(If applicable, it will be used)