

ANNEXURE - 3 (AGREEMENT FORMAT)

MEMORANDUM OF AGREEMENT made on this ____ day of _____ 20__

BETWEEN

BHARAT PETROLEUM CORPORATION LTD., a company incorporated in India under the Indian Companies Act 1913 and having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Bombay - 400 038 and carrying on business, inter alia at _____
(hereinafter called "the Company" which term unless repugnant to the context shall include its successors and assigns) of the ONE PART

AND

To be filled in, (1) _____
The case of an of _____ inhabitant carrying on business
Individual _____

OR

To be filled in, (2) _____
in the case of a _____
Firm (insert _____
names of all the _____
partners) and _____
_____ carrying on business at in partnership under the Firm
name and style of M/s. _____

To be filled in, (3) _____
in the case of a _____
Company or a LIMITED, a Company or Co-operative Society incorporated under the laws of
Co-operative India and having its Registered Office at _____
Society _____

(hereinafter called "The Distributor" which expression shall be deemed to include:

- (i) In the case of an Individual, his / her heirs, executors and administrators
- (ii) In the case of a Firm, the present members of the said Firm and any other members or member for the time being of the said Firm their and each of their heirs executors or administrators and any other members or member for the time being of the said Firm, their and each of their respective heirs executors or administrators and any members or member for the time being of the said Firm or of any Firm or incorporated body taking in succession to the Firm under the same name or another name
- (iii) In the case of a Company or a Co-operative Society, its successors and permitted assigns) of the OTHER PART

WHEREBY it is agreed as follows :

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| Commencement | <p>1. This Agreement shall be for ____ years and deemed to have commenced with effect from _____. It shall be renewable every five year after the initial period at the sole discretion of the Company.</p> <p>2. During the continuance of this Agreement and in accordance herewith the Company agrees to sell to the Distributor for resale by the Distributor such quantities of Lubricating Oil, Greases and Specialties Products in Packed and Bulk of every description (supplied by the Company, hereinafter called " the said LUBES") as shall be required by the Distributor for resale within the area of _____ as per the details in Schedule-I.</p> |
| Distributor to place written Orders | <p>3. (a) The Distributor agrees to place orders orally or in writing as the circumstances require, for the purchase of LUBES products from the Company at the Company's net prices as applicable for the time being at the time and place of delivery. In addition to pay such amount of sales tax, turnover tax or such other levy as may be payable in respect of the supplies made hereunder. The company shall, having regard to the availability of the product and transport, accept in writing such order or part thereof or act upon the same as may be possible. The orders will be met in a manner, which will allow economical deliveries being made.</p> |
| Price | <p>(b) The Company shall sell the said LUBES to the Distributor at the Company's net prices as applicable at the Company's storage point for the time being</p> |
| Receipt | <p>(c) The Distributor agrees to give a receipt (in the company's usual form) signed by or on behalf of the Distributor at the time of and for each delivery of LUBES or other petroleum products made hereunder. Such receipts shall be conclusive evidence against the Distributor that the quantity of LUBES or other petroleum products therein mentioned was in fact delivered to the Distributor and the Distributor shall not be entitled to make any claim against the company for damages, compensation or otherwise on the ground of short delivery or contamination in respect of the LUBES or other petroleum products therein mentioned.</p> |
| When delivery deemed to be effected | <p>4. The Point of delivery to the Distributor shall, in the case of the said LUBES despatched to him by rail, boat or other carrier, be deemed to be effected when the said LUBES is placed by or on behalf of the Company in the custody of the Railway Administration or other carrier for forwarding to the Distributor at his risk, and in the case of the said LUBES delivered to the Distributor in the Company's vehicles, be when the said LUBES is delivered at the Distributor's godown or premises. After the said LUBES has been so placed in the custody of the Railway Administration or other carrier or delivered at the Distributor's godown or premises, as the case may be, it shall be at the risk of the Distributor.</p> |

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| Distributor to take necessary delivery of LUBES | 5. | The Distributor undertakes to make all arrangements to take delivery of all LUBES which the Company may from time to time dispatch or cause to be dispatched or delivered to the Distributor against the said written orders and to discharge the railway wagons, lorries, carriers, or other conveyances, immediately on arrival and have them ready for the return journey in accordance with the rules of the Railway or other carrying Company or Authority. The Distributor shall be responsible for and shall pay any demurrage or other claims arising through failure to comply with the provisions of this Clause. |
| Distributor to promote sale of Company's LUBES | 6. | The Distributor undertakes to promote the sale of the said LUBES products to the satisfaction of the Company and achieve sales targets as may be set by the Company from time to time. |
| Distributor to take Care of Company's Property | 7. (a) | The Company may from time to time entrust to the Distributor for use in connection with the said LUBES Business, Property, such as, fittings, furniture, Plant, Software, Branding Materials, Sales Promotional Materials and appliances and / or property as the Company may see fit and the Distributor shall Exercise due and proper care for the protection of all property so committed to his care (without claiming any lien or right to retain possession of the same in any circumstances whatsoever) and shall safeguard the Company's interest in relation thereto and shall, subject to Force Majeure and to fire (not caused through the act or default of the Distributor or his agents or servants), be responsible for any loss, injury or damage thereto. The Distributor on demand shall deliver up to the Company in the same good order in which it was received all property of the Company which may have been entrusted to his care, due allowance being made by the Company for fair, wear and tear of which the Company is to be the sole judge. |
| Company's right to Levy hire charge or Claim compensation | (b) | The Distributor shall forthwith on demand pay to the Company a hire charge for the Company's property entrusted to the Distributor or the value of any such property which may be lost, broken, damaged or depreciated or used for purposes other than those for which it was supplied and the Distributor shall when ever required submit to the Company which has been so entrusted to him. The Company shall be the sole judge as to the quantum of the hire charge or value, or whether such hire charge should be a lump sum payment or recurring periodical payment. |
| Distributor to provide Godown and to notify that he is selling Co.'s LUBES | 8. (a) | The Distributor undertakes to provide and maintain godown and Sales Room accommodation at his cost to the satisfaction of the Company. |
| | (b) | The Distributor shall display or cause to be displayed prominently upon any premises, in or upon which the business in the said LUBES is carried on, an inscription notifying to the public as conspicuously as possible the fact that he is selling the said LUBES supplied by the Company. |
| Rates & Taxes | (c) | The Distributor further agree to pay and discharge all rates, taxes, cesses, duties and other impositions and outgoings levied or imposed by the Municipality, Government or any other public body upon or in respect |

of the said premises shall pay the actual licence fees payable to the Government for any LUBES Storage License or licenses required in connection with the said facilities under the Petroleum Act, 1934 and the Rules thereunder or any other Laws.

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| Company to have Access to Premises | 9. | The Company by its Officers, representatives or servants shall have at all times and in any circumstances free and unrestricted access to all premises used in connection with the business of the Distributor and to inspect and take account of all LUBES in his possession and of all implements, tools, furniture, fittings and /or other property entrusted to the Distributor by the Company. |
| No sole seller Or sole Selling agent or agent(s). | 10. | Nothing in this Agreement shall prohibit the Company from effecting sales anywhere to or through any customer(s) or dealer (s) or distributor(s). |
| Sales of Spot stocks Only | 11. | The Company undertakes no responsibility whatsoever for any forward sales made by the Distributor of LUBES to be received or to arrive unless written permission therefore was first obtained by the Distributor from the Company. |
| Distributor to Deliver full Measure | 12. | The Distributor undertakes to sell and deliver to buyers full and proper measure of all LUBES. |
| Distributor Responsible For passing Off or contra vention of law | 13. | The Distributor agrees to hold himself responsible for passing off or selling LUBES under false or incorrect description whether it is done by himself or his servants or agents or for any breach of local or other Acts, Laws or regulations that may be in force from time to time. The Distributor shall not mix the said LUBES with any other LUBES or substance or adulterate in any other manner. |
| Remittances | 14. | The Distributor shall pay to the Company in the form of Banker Demand Draft / RTGS or as directed by the Company the price of all LUBES delivered to him by the Company at the rate for the time being fixed by the Company or as otherwise directed by the Company all charges incurred by the Company in connection with the delivery of the LUBES together with Sales Tax, turnover Tax or such other levy payable in respect of the supply. The Distributor shall not claim or be entitled to credit for any remittance until same has been received, realized and acknowledged by the Company. |
15. (a) The Distributor shall sell the said LUBES at prices not exceeding the prices fixed by the Company / Government from time to time provided always that the Distributor may add all the necessary charges incurred for local taxes and for cartage not included in sale prices and where containers are provided charge cost / hire thereof separately but in no case to exceed ceiling rates where fixed by the Company.

- (b) It is hereby expressly declared that the Distributor will be at liberty to charge prices or hire charges which may be lower than the prices or hire charges fixed by the Company, but any reduction made by the Distributor will be to his own account and will not be recoverable from the Company.

**Settlement of
Accounts
And Deposits**

16. It is understood and agreed that all accounts are to be rendered explained and settled and returns made and all moneys are to be paid (free of all charges to the Company) and all disputes and claims are to be settled at the Office of the Company in _____ provided that the Company may at any time at its sole discretion require accounts to be rendered explained and settled and returns made and moneys paid, and dispute and claims to be settled elsewhere without in any way waiving any of its rights hereunder. The Distributor shall not be entitled to deduct from his remittance any amounts expended by him on the Company's account until he is so authorized in writing by the Company.

**Books of
Account**

17. Proper and separate books of account shall be kept by the Distributor in such form and manner as may be specified by the Company for the business done by the Distributor under this Agreement and such books of account and all other papers and documents in the possession or custody of the Distributor relating to the business shall at all times be open to the inspection of the Company, its officers representatives and servants who shall have in all circumstances free and unrestricted liberty and power to check and to copy out the same or any part thereof.

**Statement of
Accounts**

18. The Distributor shall submit to the Company the statement of accounts of stocks held and sales made by the Distributor at such time and interval as the company may from time to time require.

Deposits

19. (a) The Distributor shall at the request of the Company lodge with the Company from time to time such sums as may be stipulated by the Company as security for the due fulfillment of his undertakings and obligations hereunder and for payment of all moneys due by him to the Company. Such deposits shall be deposited in form of Demand Draft / RTGS and shall not carry any interest. The Distributor agrees that the Company shall be under no obligation with regard to the manner of use or disposal of the funds received as deposits from the Distributor.
- (b) Upon any revision in the amount of the deposit, the Distributor shall along with the further amount, if any to make up the revised amount surrender the Deposit Receipt held by him duly discharged in exchange for a fresh one to be issued by the Company shall alone be proof of the deposit with the Company and of its value.
- (c) Any such deposit shall be regarded by the Distributor as a security deposit only and the Distributor shall have no right to claim that the same be utilized in payment of sums due by him to the Company from time to time. The amount representing the said deposits shall be returnable to the Distributor only on the termination of this Agreement and after receipt by the Company of its Deposit Receipt duly discharged and after all

accounts whatsoever in connection with the Distributorship or in connection with dealings, if any, in any other products or goods whether under a written agreement or otherwise have been finally settled.

- (d) The Company may, however, at any time apply the deposit money or any part thereof in payment pro tanto of any amount due to the Company by the Distributor. Should the Company do so at any time and advise the Distributor of the same, the Distributor shall immediately lodge with the Company such further cash deposit as may be necessary to restore the Distributor's deposit to its full amount.
- (e) If the Distributor is a sole proprietor or a partnership firm, on the death of the proprietor or of the sole surviving partner thereof, the Company be responsible for returning the Security Deposit (provided such return of Deposit is due by the Company under the other clauses of this Agreement) and / or any other sums due to the Distributor only to persons, who establish their title to receive the same from the Company by production of Probate, Letters of Administration or a Succession Certificate granted by a Court of competent jurisdiction in India. The Company shall recognise no other person as having any title to the said Security Deposit.

Payment of Stamp

- (f) The Distributor shall pay the stamp duty , if any, in respect of the Security Deposit lodged by him with the Company.

Appropriation of Deposits

- (g) On the termination of this Agreement, should there be any money due to the Company, the Distributor hereby authorizes Company to appropriate the cash / securities deposited by the Distributor as security under Clause 21 (a) of this Agreement upto the amount due by him and for this purpose he agrees that the Company shall be entitled to sell Government paper other scrip so deposited. Should the deposit or amount thus realized less cost of realization be insufficient to cover fully his indebtedness to the Company, he agrees to pay to the Company any balance immediately on demand being made.

Not to assign

- 20. (a) The Distributor shall not without the previous consent in writing of the Company assign transfer or in any other manner make over this present contract or Agreement to any other person or persons whomsoever.
- (b) The Distributor agrees not to change the constitution of the licenses firm nor to dissolve the partnership nor admit new member as partner nor allow any partner to withdraw from the partnership without obtaining the previous consent in writing of the company.
- (c) The Distributor agrees to carry out the obligations contained in this agreement personally and not to take up or continue any other employment.

To obey orders

- 21. (a) The Distributor undertakes faithfully and promptly to carry out, observe and perform all directions and orders given or rules regulations or bye-laws made from time to time by the Company or its representatives for the

proper carrying on of the Distributorships of the Company. Distributor shall not make any sale of lubricants to any of Other Distributors, Retail Outlets or LPG Distributors of the Company.

**To comply with
Petroleum Act &
Rules and other
laws**

22. (a) The Distributor undertakes that he and his servants and agents will observe and comply with the provisions of the Petroleum Act, 1934 and all rules and regulations made thereunder and all other Government or Municipal or other Acts, laws, regulations and bye-laws as may be in force from time to time.
- (b) The Distributor confirms that he is aware of the following rules (wherever applicable), failure to comply with which will render him solely responsible for all consequences: -
- (i) The godown must conform to the requirements of the Petroleum Rules 1937 or any other rules or enactment in force for the time being in that behalf;
 - (ii) No smoking or cooking is to be allowed within the depot and /or godown;
 - (iii) No artificial light is to be used in the godown or within the enclosure wall of the depot;
 - (iv) No work of any kind in connection with the depot and / or godown is to be carried on before sunrise or after sunset.
- (c) It is expressly agreed by the Distributor that the Company shall not be responsible for any misfeasance, malfeasance or nonfeasance of the Distributor or any of its employees or agents nor for any injury or damage caused to any person or property arising out of the use of the outfit or equipment or the supply of its products or otherwise howsoever. The Distributor undertakes to indemnify the Company against any claim arising hereunder.

**Principal to
Principal Basis**

23. It is expressly agreed that the basis of all transactions between the company and the Distributor in pursuance of this Agreement shall be on a principal to principal basis and that nothing in this agreement shall constitute or be deemed to constitute either party as the agent of the other.

**No use of Trade
Marks etc without
Consent**

24. Nothing in this agreement shall allow the Distributor to use the trade marks, logos, artworks or copyrights which belong to the Company, without the previous consent in writing of the Company, which may be awarded on such terms as the Company may deem fit.

**No power to bind
The Company**

25. The Distributor shall have no power to bind the Company in any contract entered into by the Distributor with any party whatsoever whether for sale or supply of products or otherwise howsoever.

Termination

26. (a) This Agreement may be terminated by either party upon giving to the other not less than thirty days notice in writing to expire at any time of the intention to terminate it and upon the expiration of any such notice the Agreement shall stand cancelled and revoked. It is hereby expressly declared that if the Distributor is a partnership firm a notice of termination given and / or signed by all the partners constituting the firm.

- (b) Notwithstanding anything to the contrary herein contained the Company shall be at liberty to terminate this Agreement forthwith upon or at any time after the happening of any of the events following :-
- (i) The Distributor, being an individual, is adjudged insolvent or compromise is entered into by him with his creditors, or if a distress, execution or other process is levied upon or if an incumbrancer takes possession of as a receiver is appointed of any part of the assets of property of the Distributor.
 - (ii) The Distributor, being a firm, if any member of the Distributor is adjudged an insolvent or compromise is entered into by the firm or any member of the firm with their creditors, or a distress, execution or other process is levied upon or if an incumbrancer takes possession of or a receiver is appointed of any part of the assets or property of the firm or any member of the firm.
 - (iii) The Distributor being a company or co-operative society, goes into liquidation whether voluntarily or compulsorily or if a distress, execution or other process shall be levied upon or if an encumbrancer takes possession of or a receiver is appointed of any part of the property of the Distributor.
 - (iv) If the license for the storage of the said LUBES is cancelled as revoked.
 - (v) If the Distributor shall be guilty of a breach of any of the covenants and stipulations on his part containing in this Agreement.
 - (vi) If the Distributor shall commit or suffer to be committed any act which in the sole discretion of the Company shall be prejudicial to the good name of the Company or its products.
 - (vii) If the Distributor fails to make payment of his/their outstandings.
 - (viii) If the Distributor shall commit or suffer to be committed any act which in the opinion of the Marketing Director of the Company for the time being in Mumbai or any other person nominated for this purpose by the Company is prejudicial to the interest or good name of the Company or its products. The decision of such officer or person shall be final, conclusive and binding on the Distributor.
 - (ix) Upon termination of any other agreement or License from the Company to the Distributor without prejudice for any other right or remedy reserved thereunder.
 - (x) If the Distributor deliberately contaminate or tamper with the quality or printing or other indications on the labels / packages, of any of the Company's products or packages.
 - (xi) If the ownership rights or Lease hold rights as case may be of Distributor with regard to said Godown and Show room gets

transferred or terminated for any reason.

- (c) On the death or retirement or permanent incapacity of any partner of the Distributor (if a firm) the Company may at its option at once determine this Agreement, and if the option shall not be exercised and Agreement shall continue as between the Company and the surviving or continuing partners of the Distributor.

The legal representatives of the deceased partner or the retiring partner shall be liable for all obligation of the Distributor incurred upto the date of death or retirement and shall not be entitled to claim from the Company any portion of the security deposit. The death of a partner shall be notified by the Distributor to the Company in writing within 24 hours of such death. The Partners of the Distributor (if a firm) further agree that they hold themselves jointly and severally liable for all obligations and liabilities of the Distributor hereunder and that they undertake not to dissolve the partnership or admit any new member to the partnership or allow any partner to withdraw therefrom without obtaining previous consent in writing from the Company.

- (d) Each member of the Distributor's firm and also every other persons for the time being and from time to time a partner in the Distributor firm shall be jointly and severally liable in respect of all matters herein contained and shall be and remain liable in respect of all matters herein contained and shall be and remain liable hereunder notwithstanding that he has ceased to be a partner in the said firm unless and until written notice of that fact shall have been received by the Company and the Company shall have agreed in writing to relieve him of his responsibility.

- (e) That the supply of the said LUBES by the Company to the Distributor pending the expiry of any notice of termination or after any act, contravention or omission by the Distributor, shall not in any way prejudice or affect the right of the Company to revoke this Agreement or to enforce the termination of this Agreement under the said notice or after the said act, contravention or omission shall have become known to the Company.

- (f) Notwithstanding anything to the contrary herein contained, where the Distributor being an individual, whether trading in his individual name or under a firm name, dies, this agreement shall stand terminate forthwith on such death of the Distributor.

- (g) That if the Distributor commit breach of any covenant of this Agreement, the Company shall not be bound to observe and perform its obligations hereunder.

**Claims or rights
of action prior
To termination
Saved.**

27. The termination or purported termination of this Agreement shall be without prejudice to any claims or rights of action previously accrued to either party against the other.

**Delivery of Co's
Property**

28. On the termination of this Agreement, whether by the Company or the Distributor or otherwise, the Distributor shall forthwith vacate and

handover charge of the Company's depot or godown (if the Distributor is then using the same) and all other property belonging to the Company which has been entrusted to him as aforesaid.

**Delivery of
Book of
Accounts etc.**

29. Immediately upon the termination of this Agreement the Distributor will faithfully deliver to the Company all books of account, documents and all other property belonging to the Company and for the time being in the Distributor's possession, control or power and/ or entrusted to him hereunder and will forthwith make and settle all accounts and pay all moneys due to the Company. The Distributor shall not be entitled to retain any property of the Company on the grounds of any alleged outstanding due to him or any disputed account.

Indemnification

30. It is hereby expressly agreed and declared as follows : -

- (a) That the Distributor shall at all times indemnify and keep indemnified the Company against all actions proceedings claims and demands made against it by any person, firm or Company or by government in respect of any loss, damage, accident or injury from, due or attributable to the user of the premises or the conduct of the selling activities on the premises.
- (b) That the accounts of the Distributor in respect of their dealings with the Company shall be kept in the name of the Distributor at each Territory Office of the Company where they have an account and any credit or deposit for the time being with the Company may be utilized to adjust any debit of the Distributor in any other Branch/Territory Office of the Company. All amounts from time to time becoming due under this Agreement by the Distributor to the Company shall be paid to the Company free of all deductions.
- (c) That if the Distributor shall at any time fail to pay to the Company on demand, any sum or sums for the time being due and payable to the Company by the Distributor, the Company shall be entitled to discontinue further supply of its product to the Distributor and without prejudice to the Company's said right, the Company shall be also entitled to deduct the same or any part thereof from any credit or deposit or security or other moneys belonging to the Distributor for the time being in the hands of the Company, whether the same be credited or deposited with the Company in respect of this Agreement or otherwise howsoever and for such purpose to sell and realize any such security or deposit and to appropriate the proceeds as above mentioned less all charges and expenses for sale or realization.
- (d) The Company shall be free at all times to display its own advertisements and notices in or upon any part of the Distributor's premises without payment of any charges therefore.
- (e) That all accounts shall be settled and returns made and all moneys paid in accordance with the instructions laid down by the Company from time to time.

- (f) Any waiver by the company of any of its rights in any particular instance shall not affect or prejudice the rights of the Company under this Agreement.

Arbitration

31. (a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Distributor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director(Marketing) of the Company or of some Officer of the Company who may be nominated by the Director (Marketing). The Distributor will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director(Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director(Marketing) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an Officer of the Company if the Director(Marketing) does not designate another person to act as arbitrator on such transfer, vacation of office or inability or original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term that no person other than the Director(Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. 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 & Conciliation Act 1996 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.
- (b) 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 & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- (c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, 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 has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).

- (d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- (e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- (f) The arbitrator shall be entitled to direct any one 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 arbitrators expenses whenever called upon to do so.

Jurisdiction

- 32. The parties hereby agree that the courts in the city of Mumbai 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 Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.
- 33. This Agreement sets forth the entire Agreement and understandings between the parties as to the subject matter of this Agreement, neither party shall be bound by any condition, definitions, warranties, premises or representations with respect to the subject matter of Agreement except as duly set forth on or subsequent to the date hereof in writing and signed by the party or by a proper and duly authorized representative of the party to be bound thereby.
- 34. 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 Company, at its office aforesaid or sent by registered post to its said office, and in case of the Distributor, if sent by post or delivered by hand at his place of business hereinabove mentioned. All notices required to be given to the Distributor shall be deemed to have been sufficiently given if signed, in case the Deale is an individual, the sole proprietor, in the case of a partnership firm any partner of such firm, where the Distributor is a Company by the Director, Secretary or other principal officer thereof and where the Distributor is a Co-operative Society by any office bearer of the executive, managing or governing committee thereof.

IN WITNESS whereof the parties hereto have hereunto set their hands at _____ the day, month and year first above written.respective hand the day and year first above written

For and on behalf of
BHARAT PETROLEUM CORPORATION LIMITED

Attorney

Name :

Designation:

(Witness)

(Address)

(Designation or Station)

I/We hereby declare that his Agreement has been read to/by me/us and /or has been explained to me/us and I/ we fully understand and accept the same.

\$ Distributor

Witness to the Signature of the Distributor

(Name)

(Address)

(Designation or Station)

\$ The Agreement will have to be executed by the Distributor as follows :-

In the case of an individual, the sole proprietor; in the case of a partnership firm, all the members of the partnership; and in the case of Limited Companies and Co-operative Societies, the duly authorized Constituted Attorney will have to sign. In the absence of Constituted Attorney, the Limited Co-operative Societies will have to affix their Common Seal in accordance with Law.

SCHEDULE

- a. Areas covered by Distributor - the Revenue Districts of -----

-----as per the Area Map annexed at **Annex 1**.
- b. The Distributor has purchased / taken on lease, for the tenure of the agreement a showroom and office space with telephone and necessary fixtures and fittings and along with sufficient space for storage of Lubes at his cost. The following facilities are included
- i) One office cum shop measuring minimum ____ sqft area with minimum frontage of 8-10 ft.
 - ii) Shop equipped with proper racks for display of MAK Lubricants as per company's design
 - iii) Godown measuring minimum ____ sq ft
 - iv) One own/hired vehicle of 1 Ton capacity for transportation (for PLD/ILD) OR Arrangement of hired / own vehicles of 1 Ton or smaller capacity by RLD.
 - v) Computer Software package developed / recommended by the Company and computer and related hardware recommended by the Company.
 - vi) Internet connection.
 - vii) Distributor shall maintain at all times the Physical Infrastructure, Financial Resources and Manpower in line with the requirements prescribed by the Company from time to time.