



## HINDUSTAN PETROLEUM CORPORATION LIMITED

### PETROL/DIESEL DEALER AGREEMENT FOR DEALER OWNED OUTLETS

#### MEMORANDUM OF AGREEMENT MADE THIS.....DAY OF

.....ONE THOUSAND NINE HUNDRED AND.....  
 BETWEEN HINDUSTAN PETROLEUM CORPORATION LIMITED, A COMPANY REGISTERED UNDER THE INDIAN COMPANIES ACT 1956, AND HAVING ITS REGISTERED OFFICE AT 17, JAMSHEDJI TATA ROAD, BOMBAY 400020, AND A DISTRICT OFFICE AT.....STREET/ROAD.....  
 TOWN.....STATE (HEREINAFTER CALLED "THE CORPORATION") OF THE ONE PART AND.....  
 .....CARRYING ON BUSINESS IN THE FIRM NAME/STYLE OF.....  
 AT.....STREET / ROAD .....  
 TOWN.....STATE (HEREINAFTER CALLED "THE DEALER") OF THE OTHER PART

**WHEREAS** THE CORPORATION CARRIES ON THE BUSINESS OF THE REFINING AND SALE OF PETROLEUM PRODUCTS AND MORE PARTICULARLY OF PETROL AND DIESEL.

**WHEREAS** THE DEALER IS SEIZED AND POSSESSED OF PIECE OF OR PARCEL OF LAND SITUATE AT.....  
 .....MORE PARTICULARLY DESCRIBED IN SCHEDULE HEREUNDER WRITTEN AND HEREINAFTER CALLED THE "SAID SITE"

OR

**WHEREAS** THE DEALER, HAS, BY AN AGREEMENT OF LEASE DATED.....REGISTERED AS DOCUMENT NO.....BOOK NO.....VOLUME.....PAGES.....  
 TO.....IN THE OFFICE OF THE REGISTRAR OF ASSURANCE.....TAKEN A PIECE OR PARCEL OF LAND SITUATE AT.....MORE PARTICULARLY DESCRIBED IN THE SCHEDULE I HEREUNDER WRITTEN AND HEREINAFTER CALLED THE "SAID SITE" ON LEASE FOR A PERIOD OF.....YEARS FROM.....AND WHEREAS THE DEALER, AS SUCH LESSEE, IS IN OCCUPATION AND ENJOYMENT OF THE SAID SITE.

**AND WHEREAS** THE CORPORATION HAS INSTALLED AND/OR WILL INSTAL AT AND UNDER THE SAID PREMISES THE APPARATUS AND EQUIPMENT DESCRIBED IN THE SECOND SCHEDULE HERETO (HEREINAFTER CALLED "THE OUTFIT").

**AND WHEREAS** AT THE REQUEST OF THE DEALER THE CORPORATION HAS AGREED TO APPOINT THE DEALER AS ITS DEALER FOR THE RETAIL SALE OR SUPPLY AT THE SAID PREMISES OF CERTAIN PRODUCTS ON THE TERMS AND CONDITIONS HEREINAFTER CONTAINED.

#### NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. THE CORPORATION HEREBY APPOINTS THE DEALER AS ITS DEALER FOR THE RETAIL SALE OR SUPPLY AT THE SAID PREMISES OF PETROL/DIESEL/MOTOR OIL/GREASE AND SUCH OTHER PRODUCTS AS MAY HEREAFTER BE SPECIFIED BY THE CORPORATION FROM TIME TO TIME (ALL OF WHICH ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PRODUCTS") IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREUNDER APPEARING.

2. THE DEALER DOETH HEREBY GRANT TO THE CORPORATION PERMISSION TO ENTER ON TO THE PREMISES AT ALL TIMES, WITHOUT LET OR HINDRANCE BY THE DEALER OR HIS SERVANTS OR AGENTS, FOR THE PURPOSE OF GIVING FULL EFFECT TO THE TERMS OF THIS AGREEMENT.

3. THIS AGREEMENT SHALL REMAIN IN FORCE FOR FIFTEEN YEARS FROM.....  
 .....DAYS OF.....198..... HOWEVER, THE SAME MAY DETERMINED WITHOUT ASSIGNING ANY REASON 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 BUT WITHOUT PREJUDICE TO THE RIGHTS OF EITHER PARTY AGAINST THE OTHER IN RESPECT OF ANY MATTER OR THING ANTECEDENT TO SUCH TERMINATION PROVIDED THAT NOTHING CONTAINED IN THIS CLAUSE SHALL PREJUDICE THE RIGHTS OF THE CORPORATION TO TERMINATE THIS AGREEMENT EARLIER ON THE HAPPENING OF THE EVENTS MENTIONED IN CLAUSE 5B OF THIS AGREEMENT.



SALES TAX, SURCHARGES AND OTHER LEVIES OR CHARGES, APPLICABLE FROM TIME TO TIME, SHALL BE EXTRA. SHOULD THERE BE ANY CHANGE IN THE INCIDENCE, RATES, CHARGE OR LEVY OF SUCH TAXES, SURCHARGES AND OTHER LEVIES OR CHARGES, ON ACCOUNT OF ANY CHANGE IN THE BASIS OF LEVY OR IN THE INTERPRETATION OF LAW FOR ANY REASON WHATSOEVER, ALL SUCH TAXES, SURCHARGES, LEVIES OR CHARGES SHALL BE PAYABLE BY THE DEALER TO THE CORPORATION IN ACCORDANCE WITH SUCH CHANGES FROM THE DATE SUCH A CHANGE IS IN FORCE AND/OR MADE EFFECTIVE ON ALL SALES OF THE PRODUCTS MADE HEREUNDER, NOTWITHSTANDING THAT SUCH SALES WERE MADE BEFORE THE DATE OF SUCH CHANGE.

IN THE EVENT THE CORPORATION HAS TO SUPPLY THE PRODUCTS TO A DEALER IN ANOTHER STATE, THE CORPORATION SHALL DESPATCH THE PRODUCTS TO THE DEALER WITH CORPORATION AS THE CONSIGNOR AND THE DEALER AS CONSIGNEE. THE DEALER SHALL ISSUE NECESSARY DECLARATIONS AS PRESCRIBED UNDER THE CENTRAL SALES TAX ACT AND THE RULES MADE THEREUNDER TO ENABLE THE CORPORATION TO CHARGE CONCESSIONAL RATE OF TAX IN RESPECT OF SUCH SALES.

11. NOTWITHSTANDING THAT CREDIT MAY BE GIVEN FOR THE PAYMENT OF THE PRICE OF THE PRODUCTS THE CORPORATION SHALL BE ENTITLED, WITHOUT ASSIGNING ANY REASON THEREOF, TO RESUME AND KEEP POSSESSION OF THE GOODS UNTIL PAYMENT.

12. IN ADDITION TO ANY RIGHT OF LIEN TO WHICH THE CORPORATION MAY BY LAW OR UNDER THIS AGREEMENT BE ENTITLED, THE CORPORATION SHALL BE ENTITLED TO HAVE A FIRST CHARGE OR LIEN ON ALL GOODS OF THE DEALER FOR THE UNPAID PRICE OF ANY GOODS SOLD AND DELIVERED TO THE DEALER BY THE CORPORATION UNDER THIS AGREEMENT.

13. THE CORPORATION HAS INSTALLED OR WILL INSTAL AT ITS OWN EXPENSE AT AND UNDER THE PREMISES THE OUTFIT DESCRIBED IN THE SECOND SCHEDULE HEREUNDER WRITTEN. THE CORPORATION MAY INSTAL 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.

14. THE CORPORATION WILL MAINTAIN THE OUTFIT IN PROPER WORKING CONDITION AT ITS OWN EXPENSE

15. THE DEALER WILL TAKE SUCH CARE OF THE OUTFIT AS ALSO OF THE RECEPTACLES OR CONTAINERES IN WHICH THE CORPORATION'S PRODUCTS MAY BE SUPPLIED TO HIM AS A BUSINESSMAN OF ORDINARY PRUDENCE WOULD TAKE OF LIKE 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 DISTRICT 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.

16. NO REPAIRS TO THE 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 DELIVERING PULL AND PROPER MEASURE AT ALL TIMES. THE DEALER SHALL NOT OPERATE THE OUTFIT WHEN IT IS OUT OF ORDER.

17. ALL REPAIRS TO THE OUTFIT, OTHER THAN THOSE WHICH ARE RENDERED NECESSARY OR CAUSED BY THE NEGLIGENCE OR FAULT OF THE DEALER, SHALL BE DONE BY THE CORPORATION AT ITS OWN COST. REPAIRS WHICH ARE RENDERED NECESSARY OR CAUSED BY THE NEGLIGENCE OR FAULT OF THE DEALER SHALL BE DONE BY THE CORPORATION AND THE COST THEREOF SHALL BE REPAID BY THE DEALER TO THE CORPORATION ON DEMAND, FAILING WHICH THE CORPORATION MAY TREAT SUCH AMOUNT AS BEING AN ARREAR OF A BILL PREFERRED BY THE CORPORATION IN TERMS OF CAUSE 10 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 IN WHICH CASE THEY SHALL BE CARRIED OUT AT THE COST OF THE DEALER A CERTIFICATE OF THE DISTRICT MANAGER OF THE CORPORATION FOR THE TIME BEING IN THE CITY OF 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 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.

18. 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 PERSON, 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 INJURED OR WHEREBY THE TITLE OF THE CORPORATION THERETO MAY IN ANY WAY BE AFFECTED, DESTROYED OR PREJUDICED.



29. THE DEALER SHALL NOT PURCHASE FROM ANY PERSON, FIRM OR COMPANY OTHER THAN THE CORPORATION ANY PETROLEUM OR ALLIED PRODUCTS USED, STOCKED OR SOLD AT THE SAID PREMISES, WITHOUT THE PREVIOUS CONSENT IN WRITING OF THE CORPORATION.

30. THE DEALER SHALL NOT MAKE SUPPLIES OF PETROLEUM PRODUCTS OF THE CORPORATION TO ANY OTHER PERSON, FIRM OR COMPANY WHOSE SUPPLIES HAVE BEEN STOPPED BY THE CORPORATION.

31. THE DEALER SHALL NOT MAKE SUPPLIES OF PETROLEUM PRODUCTS OF THE CORPORATION TO ANY DEALER/AGENT/DISTRIBUTOR APPOINTED BY ANY OF THE OTHER OIL COMPANIES.

32. THE DEALER SHALL NOT SELL THE CORPORATION'S PRODUCTS AT HIGHER RATES OR PRICES THAN THOSE WHICH THE CORPORATION OR THE COMPETENT CENTRAL/STATE GOVERNMENT SHALL FROM TIME TO TIME PRESCRIBE. IN DEFAULT, THE CORPORATION MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY, TERMINATE THIS AGREEMENT WITH IMMEDIATE EFFECT.

33. THE GRANT OF ANY CREDIT BY THE DEALER TO CUSTOMERS SHALL BE AT THE DEALER'S RISK AND SHALL NOT IN ANYWISE AFFECT THE DEALER'S LIABILITY TO THE CORPORATION.

34. ALL EXPENSES IN CONNECTION WITH OR INCIDENTAL TO THE STORAGE, HANDLING, SALE AND DISTRIBUTION OF 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.

35. THE DEALER SHALL NOT SELL, ASSIGN, SUB-LET, MORTGAGE, CHARGE OR PART WITH OR OTHERWISE TRANSFER THE PREMISES OR ANY PART THEREOF OR 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 SPECIFICALLY PERMITTED IN WRITING BY THE CORPORATION.

36. (a) IF THE SITE SHALL BE HELD BY THE DEALER AS A LESSEE OR AS A TENANT, THE DEALER SHALL, DURING THE CURRENCY OF THIS AGREEMENT AND FOR A PERIOD OF THREE MONTHS AFTER THE TERMINATION THEREOF, DULY, FAITHFULLY AND PUNCTUALLY OBSERVE AND PERFORM ALL THE COVENANTS, TERMS AND CONDITIONS OF THE LEASE/TENANCY TO BE OBSERVED AND/OR PERFORMED BY THE DEALER AND SHALL NOT SURRENDER OR ALLOW TO BE TERMINATED THE LEASE/TENANCY OF THE SITE OR ALTER OR AGREE TO THE ALTERATION OF THE TERMS AND CONDITIONS OF THE LEASE/TENANCY WITHOUT OBTAINING THE WRITTEN CONSENT OF THE CORPORATION TO SUCH ALTERATION WHICH CONSENT MAY BE WITHHELD BY THE CORPORATION WITHOUT ASSIGNING ANY REASON THEREFOR OR WHICH CONSENT MAY BE GIVEN ON SUCH TERMS AS THE CORPORATION MAY IN ITS ABSOLUTE DISCRETION THINKS FIT.

(b) IF FOR ANY REASON WHATSOEVER THE FORFEITURE OF SITE SHALL BE IMMINENT OR IF FORFEITURE SHALL BE ACTUALLY INCURRED, THE DEALER SHALL FORTHWITH REPORT THE SAME TO THE CORPORATION AND THE CORPORATION SHALL BE AT LIBERTY, WITHOUT BEING BOUND TO DO SO, TO TAKE SUCH STEPS AS THE CORPORATION MAY DEEM NECESSARY OR PROPER, INCLUDING THE EXPENDITURE OF MONEY, TO AVERT OR PREVENT OR SET ASIDE THE FORFEITURE AND ALL MONIES SO EXPENDED BY THE CORPORATION SHALL BE RECOVERABLE FROM THE DEALER AS AN ARREAR OF A BILL PREFERRED BY THE CORPORATION IN TERMS OF CLAUSE 10 OF THIS AGREEMENT. IT IS AGREED BY THE DEALER THAT IF DUE TO ANY BREACH BY HIM OF THE TERMS AND CONDITIONS OF THE LEASE IF ANY, EXECUTED BETWEEN HIM AND THE LANDLORD. THE SAID LEASE IS DETERMINED AND THE CORPORATION HAS TO REMOVE ITS OUTFIT, FROM THE PREMISES THE DEALER SHALL BE LIABLE TO PAY TO THE CORPORATION COMPENSATION FOR THE LOSS AND DAMAGE SUFFERED BY THE CORPORATION ALONG WITH FULL EXPENSES INCURRED BY THE CORPORATION FOR THE REMOVAL OF ITS OUTFIT AND RE-SITING THE SAME.

(c) IF THE DEALER HOLDS THE SITE AS A LESSEE OR TENANT, UPON HIS EVICTING FROM THE SITE FOR ANY REASON WHATSOEVER, THE DEALER SHALL INDEMNIFY THE CORPORATION AGAINST THE ORIGINAL COST OF INSTALLATION OF THE OUTFIT AT THAT SITE AND ALSO THE COST OF REMOVAL OF THE OUTFIT.

37. THE DEALER SHALL NOT 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 CORPORATION EXCEPT AS MAY BE SPECIFICALLY ALLOWED IN WRITING BY THE CORPORATION AT ITS SOLE DISCRETION.

38. THE DEALER WILL PROVIDE AND MAINTAIN THE STANDARD OF COURTESY AND SERVICE FOR THE PUBLIC IN ALL RESPECT AS ESTABLISHED BY THE CORPORATION FROM TIME TO TIME AND AT ALL TIMES TO THE CORPORATION'S COMPLETE SATISFACTION.



OF ANY LAWS, REGULATIONS OR BYE-LAWS PASSED OR MADE BY THE CENTRAL AND/OR STATE GOVERNMENT AND/OR MUNICIPAL, LOCAL AND OR OTHER AUTHORITIES AS MAY BE APPLICABLE FROM TIME TO TIME TO THE BUSINESS, INCLUDING, WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, THE CONCERNED AUTHORITIES RESPECTIVELY APPOINTED UNDER THE PETROLEUM ACT, PAYMENT OF WAGES ACT, SHOPS AND ESTABLISHMENTS ACT, FACTORIES ACT AND THE WORKMEN'S COMPENSATION ACT OR ANY STATUTORY MODIFICATIONS OR RE-ENACTMENTS OF THE SAID STATUTES OR RULES AND THE CORPORATION SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR ANY LIABILITY ARISING OUT OF NON-COMPLIANCE BY THE DEALER WITH THE SAME. THE DEALER SHALL AT ALL TIMES INDEMNIFY AND KEEP INDEMNIFIED THE CORPORATION AGAINST ALL ACTIONS PROCEEDINGS CLAIMS AND DEMANDS MADE AGAINST IT BY THE CENTRAL AND/OR STATE GOVERNMENT AND/OR MUNICIPAL LOCAL AND OR OTHER AUTHORITIES AND/OR BY ANY CUSTOMER OF THE PRODUCTS AND/OR BY ANY OTHER THIRD PARTY AS A RESULT OF OR IN CONSEQUENCE OF ANY ACT OR OMISSION OF WHATSOEVER NATURE OF THE DEALER HIS SERVANTS OR AGENTS, INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, ANY ACCIDENT OR LOSS OR DAMAGE ARISING OUT OF THE STORAGE, HANDLING AND OR SALE OF THE PRODUCTS OR ATTRIBUTABLE TO THE USE OF THE SAID PREMISES 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.

49. THE DEALER SHALL AT HIS OWN COST MAINTAIN AN ADEQUATE AND COMPETENT STAFF TO ATTEND TO THE WORK OF FILLING THE CORPORATION'S PRODUCTS INTO THE CUSTOMER'S VEHICLES AND FOR PROVIDING CERTAIN FREE SERVICE TO THE CUSTOMERS IN ACCORDANCE WITH THE GENERAL INSTRUCTIONS GIVEN OR LAID DOWN BY THE CORPORATION FROM TIME TO TIME,

50. THE CORPORATION WILL AT ITS OWN COST ARRANGE FOR ALL THE ELECTRICAL CONNECTIONS FROM THE DEALER'S SWITCH BOARD TO THE OUTFIT, AND THE DEALER SHALL NOT AT ANY TIME ALTER THE SAID CONNECTIONS WITHOUT THE WRITTEN CONSENT OF THE CORPORATION. THE DEALER SHALL AT HIS OWN COST ARRANGE FOR ALL OTHER ELECTRICAL AND WATER CONNECTIONS INCLUDING THOSE FROM THE MAINS 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 BY THE DEALER IN RESPECT THEREOF.

51. THE DEALER SHALL DURING THE CONTINUANCE OF THIS AGREEMENT ADEQUATELY INSURE HIMSELF AGAINST FOLLOWING RISKS VIZ; THIRD PARTY RISKS, FIRE AND EXPLOSION RISKS, WORKMEN'S COMPENSATION AND/OR LOSS OF OR DAMAGE TO THE PRODUCT FOR ANY CAUSE WHATSOEVER.

52. 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.

53. THE DEALER SHALL, WHENEVER, CALLED UPON BY THE CORPORATION SO TO DO, 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 FULFILMENT OF HIS OBLIGATIONS AND UNDERTAKINGS HEREUNDER AND FOR SECURING PAYMENT OF ALL SUMS DUE BY HIM TO THE CORPORATION. SUCH DEPOSITS SHALL BE IN CASH OR SECURITIES APPROVED OF BY THE CORPORATION AND ENDORSED IN FAVOUR OF THE CORPORATION. THE CORPORATION MAY ALLOW INTEREST TO THE DEALER ON CASH DEPOSITS AT PREVAILING OFFICIAL BANK RATE BUT IN THE CASE OF SECURITIES YIELDING INTEREST, THE CORPORATION MAY, WITHOUT BEING BOUND TO DO SO, COLLECT THE INTEREST THEREON AND PAY THE AMOUNT THEREOF TO THE DEALER. THE 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 WITH REGARD TO THE MANNER OF USE OR DISPOSAL OF THE FUNDS RECEIVED AS DEPOSITS FROM THE DEALER.

54. 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 APPLY THE SECURITY DEPOSIT OR THE SALE PROCEEDS OF THE APPROVED SECURITIES OR ANY PART THEREOF IN PAYMENT PRO TANTO OF ANY AMOUNT DUE TO IT BY THE DEALER AND THE DEALER HEREBY AUTHORIZES 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 THE APPROVED SECURITIES OR ANY OF THEM MAY BE SOLD BY THE CORPORATION.

55. THE AMOUNT REPRESENTING THE SAID DEPOSITS 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 DEALINGS, IF ANY, IN ANY OTHER PRODUCTS OR GOODS OF THE CORPORATION, WHETHER UNDER A WRITTEN AGREEMENT OR OTHERWISE, HAVE BEEN FINALLY SETTLED AND THE OBLIGATIONS HEREUNDER AND IN PARTICULAR



- (d) IF THE DEALER OR ANY PARTNER IN THE DEALER'S FIRM OR ANY MEMBER OF THE CO-OPERATIVE SOCIETY 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 OR OF ANY MEMBER OF THE DEALER CO-OPERATIVE SOCIETY.
- (f) IF THE LICENCE ISSUED TO THE DEALER BY THE RELEVANT AUTHORITIES FOR THE STORAGE OF PETROLEUM AND OTHER PRODUCTS SUPPLIED BY THE CORPORATION IS CANCELLED OR REVOKED.
- (g) IF THE DEALER SHALL FOR ANY REASON MAKE DEFAULT IN PAYMENT TO THE CORPORATION IN FULL OR HIS OUTSTANDINGS AS APPEARING IN THE CORPORATION'S BOOKS OF ACCOUNT BEYOND 4 DAYS OF DEMAND BY THE CORPORATION.
- (h) IF THE DEALER DOES NOT ADHERE TO THE INSTRUCTIONS ISSUED FROM TIME TO TIME BY THE CORPORATION IN CONNECTION WITH SAFE PRACTICES TO BE FOLLOWED BY HIM IN THE SUPPLY STORAGE OF THE CORPORATION'S PRODUCTS OR OTHERWISE.
- (i) IF THE DEALER SHALL CONTAMINATE OR TAMPER WITH THE QUALITY OF ANY OF THE PRODUCTS, SUPPLIED BY THE CORPORATION.
- (j) IF THE DEALER SHALL SELL THE PRODUCTS SUPPLIED BY THE CORPORATION AT PRICES HIGHER THAN THOSE FIXED BY THE CORPORATION/STATUTORY AUTHORITY.
- (k) IF ANY INFORMATION GIVEN BY THE DEALER IN THE APPLICATION FOR APPOINTMENT AS A DEALER SHALL BE FOUND TO BE UNTRUE OR INCORRECT IN ANY MATERIAL PARTICULAR.
- (l) IF THE LEASE/TENANCY OF THE DEALER (IF THE DEALER HOLDS THE SITE AS LESSEE OR TENANT) SHALL BE TERMINATED OR PURPORTED TO BE TERMINATED OR COMES TO AN END FOR ANY REASON WHATSOEVER.
- (m) 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 DISTRICT MANAGER OF THE CORPORATION FOR THE TIME BEING AT, WHOSE DECISION SHALL BE FINAL, IS PREJUDICIAL TO THE INTEREST OR GOOD  
NAME OF THE CORPORATION OR ITS PRODUCTS; THE DISTRICT MANAGER SHALL NOT BE BOUND TO GIVE REASONS FOR SUCH DECISION.

THE CORPORATION'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THE TERMS OF THIS CLAUSE SHALL BE WITHOUT PREJUDICE TO ANY OF ITS OTHER RIGHTS AND REMEDIES AGAINST THE DEALER. IN THE EVENT OF THE CORPORATION TERMINATING THIS AGREEMENT UNDER THE PROVISIONS OF THIS CLAUSE, IT SHALL NOT BE LIABLE TO PAY FOR ANY LOSS OR COMPENSATION IN RESPECT OF SUCH TERMINATION PROVIDED THAT THE SUPPLY OF ANY PETROLEUM 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 RIGHT OF THE CORPORATION TO REVOKE AND/OR ENFORCE THE TERMINATION OF THIS AGREEMENT AND THE LICENSE GRANTED HEREUNDER.

59. ON THE TERMINATION OF THIS AGREEMENT, SHOULD THERE BE ANY MONEY DUE TO THE CORPORATION, THE DEALER UNDERTAKES TO PAY THE SAME IN SEVEN DAYS TO THE CORPORATION AT ITS OFFICE AT

IF THE CORPORATION SHALL APPROPRIATE THE CASH OR THE CASH PROCEEDS OF THE APPROVED SECURITIES DEPOSITED BY THE DEALER AS SECURITY UNDER CLAUSE 53 HEREOF TO THE EXTENT OF THE AMOUNT DUE TO IT AND IF THE AMOUNT THUS APPROPRIATED SHALL BE INSUFFICIENT TO COVER THE DEALER'S INDEBTEDNESS TO THE CORPORATION, THE DEALER AGREES TO PAY TO THE CORPORATION AT ANY SUCH BALANCE  
IMMEDIATELY ON DEMAND THEREFOR BEING MADE BY THE CORPORATION.

60. ON THE TERMINATION OF THIS AGREEMENT THE DEALER SHALL CEASE TO HAVE ANY RIGHT WHATSOEVER TO USE THE OUTFIT IN ANY MANNER AND HE SHALL IMMEDIATELY DELIVER TO THE CORPORATION ALL GOODS PROPERTY AND EFFECTS BELONGING TO IT AND THE CORPORATION SHALL BE ENTITLED TO ENTER UPON THE PREMISES WITHOUT ANY HINDERANCE OR OBJECTION FROM THE DEALER FOR THE PURPOSE OF REMOVING THE OUTFIT AND SUCH GOODS PROPERTY AND EFFECTS AS AFORESAID AND THE DEALER SHALL GIVE TO THE CORPORATION SUCH ASSISTANCE AS MAY BE REQUIRED BY IT IN CONNECTION WITH SUCH REMOVAL. UNTIL THE OUTFIT AND THE CORPORATION'S OTHER GOODS, PROPERTY AND EFFECTS ARE DELIVERED AND/OR REMOVED AS AFORESAID THE SAME SHALL REMAIN ON THE PREMISES AT THE DEALER'S RISK AND HE SHALL BE BOUND TO TAKE ALL NECESSARY AND PROPER STEPS FOR THE PROTECTION THEREOF AND SHALL BE RESPONSIBLE FOR ALL LOSS OR DAMAGE THERETO.

61. UPON THE TERMINATION OF THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, THE PROPERTY IN THE PRODUCTS SUPPLIED BY THE CORPORATION AND AT THE DATE OF THE TERMINATION IN THE POSSESSION OF THE DEALER SHALL AUTOMATICALLY REVERT TO AND BECOME VESTED IN THE CORPORATION AND THE DEALER SHALL IMMEDIATELY DELIVER THE SAME TO THE CORPORATION WHICH SHALL BE AT LIBERTY TO DEAL WITH SUCH PRODUCTS IN ANY MANNER IT DEEM FIT BUT SHALL REIMBURSE TO THE DEALER THE COST THEREOF AT THE THEN CURRENT RATES FOR THE SUPPLY BY IT OF THE PRODUCTS SO TAKEN OVER BY THE CORPORATION AS APPLICABLE TO THE DEALER.

62. THE DEALER SHALL NOT AT ANY TIME WHETHER DURING THE PERIOD OF THIS AGREEMENT OR AFTER ITS TERMINATION DIVULGE OR MAKE KNOWN ANY CONFIDENTIAL INFORMATION CONCERNING THE ACCOUNTS. SECRET PROCESSES OR ANY OTHER PARTICULARS IN ANY WISE RELATING TO THE BUSINESS OF THE CORPORATION.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREBY SET THEIR HANDS AT.....  
THE DATE MONTH AND YEAR FIRST ABOVE WRITTEN

THE FIRST SCHEDULE ABOVE REFERRED TO

THE SECOND SCHEDULE ABOVE REFERRED TO

THE THIRD SCHEDULE ABOVE REFERRED TO

SIGNED BY HINDUSTAN PETROLEUM CORPORATION LIMITED.....  
BY ITS CONSTITUTED ATTORNEY,

IN THE PRESENCE OF:

.....

SIGNED BY:.....  
(DEALER)

.....

IN THE PRESENCE OF:

.....



Dated \_\_\_\_\_ 198

**HINDUSTAN PETROLEUM CORPORATION LIMITED**

**TO**

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**PETROL/DIESEL DEALER AGREEMENT**

**Dealership Agreement**  
**FOR DEALER OWNED OUTLETS**