

<Agreement to be printed on minimum Rs 100 stamp paper or as per individual state Stamp Duty Act/ requirement>

**PRIMARY/RURAL/INDUSTRIAL/ AUTOMOTIVE DISTRIBUTOR/
INDUSTRIAL DISTRIBUTOR**

LUBE DISTRIBUTORSHIP AGREEMENT

MEMORANDUM OF AGREEMENT made on this _____ day of _____ 2022

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, Mumbai – 400 001 and carrying on business, inter alia at _____ Regional Office

_____.

(hereinafter called "the Company" which term unless repugnant to the context shall include its successors and assigns) of the ONE PART

AND

(1) < Name of the individual > of < Place > inhabitant carrying on business at in sole proprietorship under the Firm name and style < Name of the Firm/ Individual > of Address < Full Address of the firm >
(To be filled in, the case of an Individual)

OR

(2) _____, _____ and _____ carrying on business at in partnership under the Firm name and style of M/s _____.

(To be filled in, Case of a Firm - Insert names of all the partners)

OR

(3) _____

LIMITED, a company or Co-operative Society incorporated under the laws of India and having its Registered Office at _____

(To be filled in, the case of a company or a Co-operative 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:

1. Commencement:

- a. This Agreement shall be for < Five > **years** and deemed to have commenced with effect from dd/mm/yyyy. It shall be renewable every < Five > **year** after the initial period at the sole discretion of the Company.

- b. 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.
 - c. Distributor is not allowed to sell products outside his geographical area. Area violations/unauthorized sales shall mean selling product to unauthorized areas/customers apart from their original allocated geographical area of distributorship. Act of any area violation can be proven by various means and methods like Bills/invoices. Communications, Photograph proofs, Batch code details and tracking mechanism being introduced by BPCL or any other methodology **adopted in future**. BPCL`s decision shall be final and binding to the distributor.
 - d. Primary Lube Distributor shall sell the products in Reseller Market and not allowed to sell the products to the Industrial Customers and the Industrial Lube Distributor shall sell the products to the Industrial Customers and not allowed to sell the products in the Reseller Market. Non-Compliance to this condition shall be treated as a breach of this agreement regarding business area violation and/or Unauthorized Sales.
2. Bazaar Discipline Guideline or Circular Issued time to time by the company related to policy and guideline shall be treated as a part of this agreement. The Distributor shall comply Bazaar Discipline Guideline and circulars issued from time to time.

3. Infrastructure

The Distributor has purchased / taken on lease, for the tenure of the agreement a office and go-down 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:

- a. **Office:** Office of minimum area < 150 sq. ft.> duly developed and furnished
- b. **Go-down:** The Distributor shall need to maintain requisite go-down with minimum area of 300 sq.ft. or go-down size for storing the products sold to it representing space equivalent to minimum of 21 days stock cover the minimum required to be maintained at any given time, which ever is higher.
- c. **Vehicle:** One own/hired vehicle of minimum 1 Ton capacity for transportation or as per Business requirement.
- d. **Manpower:** Employ necessary manpower and may like to provide Fixed and Variable pay structure to Sales and Marketing Staff. This holds good for all Channel Partners.
 - i) **Sales Representative for Primary Lube Distributor:** 1 Sales Person based on count of Bazaar Outlets upto 75 and to be increased based on bazaar outlet counts exceeding 75 or multiples thereof.

ii) Sales / Technical Representative for Industrial Distributor: Minimum 1 Sales / Technical Representative up to 120 KL of Volume per annum and to be increased based volume throughput, 120 KL per annum or multiple thereof.

iii) Marketing Representative for Primary Lube Distributor: 1 Marketing Person dedicated to MAK Lubricants for market development upto a volume of 180 KL per annum and to be increased based volume throughput exceeding 180 KL or multiple thereof.

iv) Office Staff: Minimum 1 Office Staff required for Telemarketing, Billing, Paper Filling etc or can be increased as per requirement.

iv) Loading / Unloading Staff: Minimum 1 loading / unloading staff required for product receipt and dispatch or can be increased as per requirement.

- e. **Computer & Internet Connection:** One computer/laptop with printer along with High speed Internet connection to be arranged, which must be compatible with any software that is required to be installed by BPCL from time to time.
- f. **Communication Device:** Sales Representatives, Marketing Representatives, Technical Representatives and Office Staffs must have the smart phones.

4. Capital

The Distributor shall have an investment of at least an amount equivalent to average monthly sales turnover based on sales target given by the Company in the business initially. The capital employed have to be enhanced in proportion to the increase of business turnover in future. The Distributor shall have the required amount of 'Capital Employed' invested at all times in the business to meet the assigned target given by the Company. 'Capital Employed' to be calculated as sum of Accounts Receivables and Inventory.

5. Distributor to place written Orders

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. The Distributor shall preferably place written order through any digital / manual modes introduced by the Company from time to time.

6. Price

The Company shall sell the said LUBES to the Distributor at the Company's net prices as applicable.

7. Receipt

The Distributor agrees to give a receipt (in the company's authorized form (signed – manual or digital -QR etc) 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.

8. When delivery deemed to be effected

The Point of delivery to the Distributor shall, in the case of the said LUBES dispatched 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 warehouse 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 warehouse or premises, as the case may be, it shall be at the risk of the Distributor.

9. Distributor to take necessary delivery of LUBES

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.

10. Distributor to promote sale of Company's LUBES

The Distributor undertakes to promote the sale of the said LUBES products to the satisfaction of the Company and achieve business plan targets as may be set by the Company from time to time as detailed in Business Plan through the Bazaar

Discipline Guidelines. The distributor shall actively promote sales as may be advised by the company and also participate actively in all promotional and marketing campaigns conducted by the Company from time to time.

11. Unauthorized Purchase

The Purchase of MAK Lubricants from unauthorized source other than BPCL C&F/Depot/Lube Plant shall not be permitted. The Distributor shall be liable for appropriate action as deemed fit by the company, including termination as per the sole discretion of company as provided herein.

12. Distributor to take Care of Company's Property

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.

13. Company's right to Levy hire charge or Claim compensation

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 whenever 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.

14. Distributor to provide Warehouse and to notify that he is selling Co.'s LUBES

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.

15. Rates & Taxes

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 license 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. The Distributor indemnify and keep indemnified the company from any claims, demands arising out of any regulatory/tax/legal issues arising out of sales and distribution of the LUBES.

16. Company to have Access to Premises

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/stocks of all LUBES in his possession, to take product samples for quality and quantity and testing purpose and of all implements, tools, furniture, fittings and /or other property entrusted to the Distributor by the Company.

17. No sole seller Or sole Selling agent or agent(s)

Nothing in this Agreement shall prohibit the Company from effecting sales anywhere to or through any customer(s) or dealer (s) or distributor(s).

The Company reserves the right, without any reference to or consent of the distributor, to appoint one or more additional distributor/s to operate at any time or from time to time in the same geographical area where the distributor have been appointed or any other place as the Company deem fit without any objection from the Distributor and the Distributor shall not be entitled to claim any over-riding remuneration, commission or allowance for this purpose.

18. Sales of Spot stocks only

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.

19. Distributor to Deliver full Measure

The Distributor undertakes to sell and deliver to buyers full and proper measure of all LUBES

20. Distributor Responsible for passing off or contravention of law

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.

21. Remittances

- a. 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.
- b. 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.
- c. 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.

22. Product Billing and Distribution

- a. It shall be the obligation to the Distributor to adopt and use the standard Computer Software package developed/recommended by the Company and a Computer and related hardware recommended by the Company from time to time.
- b. The Distributor shall to do all stock and sales accounting etc. completely in Secondary Software provided by the Company. The Distributor shall mandated to send the Company provided Software invoices to all secondary customers. In order to ensure seamless implementation the Company will carry out surprise inspection/checks across markets and in case during such inspection/checks, the Company software invoices will not found with secondary customers, the distributor shall be liable to the penal action as provided herein.
- c. The Distributor shall essentially use secondary billing software provided by the company for every billing transaction and ensure that all schemes, incentives, benefits etc released by the company from time to time for secondary and tertiary markets shall be passed as per the company's guidelines from time to time.
- d. Any transaction made by the distributor without using secondary billing software shall not be recognized by the company and attract penal provisions including withholding of incentives and termination as provided herein. The Distributor undertakes to transfer all data pertaining to the distribution of the Products on a regular basis as may be specified by the Company from time to time.

23. Settlement of Accounts And Deposits

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 < Place> 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.

24. Books of Account

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.

25. Statement of Accounts

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.

26. Deposits

- a. The Distributor before being issued with the appointment letter shall have to pay, deposit an interest free refundable security deposit amount of Rs < 200000 / 50000 > ___/- for Primary / Industrial / Rural Distributor.
- b. 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 money 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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 recognize no other person as having any title to the said Security Deposit.

27. Payment of Stamp

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

28. Appropriation of Deposits

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 26 (b) 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.

29. Not to assign

- 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.

30. To obey orders

The Distributor undertakes faithfully and promptly to carry out, observe and perform all directions and orders given or rules regulations or byelaws 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.

31. To comply with Petroleum Act & Rules and other laws

- 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 warehouse 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 warehouse;
 - iii. No artificial light is to be used in the warehouse or within the enclosure wall of the depot;
 - iv. No work of any kind in connection with the depot and / or warehouse 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

32. Principal to Principal Basis

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

33. No use of Trade Marks etc without Consent

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.

34. No power to bind The Company

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.

35. Penalty

The Penalty under violation of agreement shall be imposed as per Bazaar Discipline Guideline or Circular issued by the company time to time.

36. Termination

- 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 outstanding.
 - 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 Warehouse and Show room / Shop 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.
- h. The performance against the Business Plan Target shall be reviewed on regular interval by the Company and if the performance is found below the expectation (based on performance rating module) then the company has right to take disciplinary action against the Distributor as deem fit.

37. Claims or rights of action prior To termination Saved

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.

38. Delivery of Co's Property

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 warehouse (if the Distributor is then using the same) and all other property belonging to the Company which has been entrusted to him as aforesaid.

39. Delivery of Book of Accounts etc.

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.

40. Indemnification

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.

41. Arbitration

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity construction, interpretation, application meaning, scope operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- b. The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- c. The Seat of arbitration shall be at _____
- d. The proceedings shall be conducted in English language
- e. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.
- f. 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.

42. Jurisdiction

- a. 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.
- b. 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 <dd/mm/yyyy> 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 Signatory

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 Signature

Witness to the Signature of the Distributor

Name:

Address:

(Designation or Station)

< Photos >	< Photos >	< Photos >
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SCHEDULE I

1. **Area of Operation:** Area covered by Distributor

M/s _____

Revenue Districts of _____

as per the Area Map annexed at **Annex I**.

2. **Address of Go-down**