



LUBE DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT MADE ON THIS _____ Day of _____ between HINDUSTAN PETROLEUM CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata Road, Mumbai - 400 020 and a Regional Office at _____

_____ (hereinafter referred to as HPCL, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART

AND

Shri/SMT/MS/MRS _____ of _____ son/ daughter of _____, an individual/sole proprietor/, of Indian Inhabitant carrying on business under the firm name and style of _____ currently residing at _____

(Hereinafter called as DISTRIBUTOR, which expression shall include his/her heirs, executors, administrator, its successors and permitted assigns in law) of the Other Part ;

AND

Shri/SMT/MS/MRS _____ and _____ and _____ of _____ Indian

inhabitant carrying on business under the firm name and style of _____
_____ a firm registered under the Indian Partnership
Act of 1932 at _____“(hereinafter referred to as the DISTRIBUTOR,
which expression shall include the partners of the said firm at the date hereof,
the partners for the time being of the said firm, the
respective heirs, executors, administrators and permitted assigns of such
partners, the survivors or survivor of them and the heirs, executors,
administrators and permitted assigns of the surviving partner or partners)”of the
Other Part ;

AND

M/s _____ a Company incorporated under the Companies Act, 1956
and having its Registered Office at _____ (Hereinafter called the
DISTRIBUTOR, which expression shall include it's executors, administrators,
successors and permitted assigns in law) of the Other Part;

AND

M/s _____ SOCIETY LTD, a Co-operative Society registered under
_____ Societies Act, _____ under Registration
No. _____ having its Registered Office at _____“(hereinafter
referred to as the Distributor, which expression shall include it's successors and
permitted assigns)”. of the Other Part ;

Hereinafter both HPCL and DISTRIBUTOR shall be collectively referred to as
“Parties” and individually as “Party”.

WHEREAS:

A) HPCL is engaged, inter-alia, in the business of manufacturing and marketing
of lubricating Oils and Greases under various brand names referred to as the
PRODUCTS.

B) THE DISTRIBUTOR has / will have the necessary minimum FACILITIES AND RESOURCES as below:

a) Facilities:

- I. Covered Godown(minimum 500 Sqr. Ft)
- II. Office space (minimum 150 Sqr Ft)
- III. Computer with software
 - a) Broadband Internet
 - b) e-mail
- IV. Printer
- V. Telephone
- VI. Tempos / Trucks _____

b) Manpower:

- I. Salesmen _____
- II. 1-2 Office Staff
- III. 1-2 Loading Persons

c) Working Capital:

- I. Capability to invest Rs _____ Lakhs on a continuous basis
- II. Bank Guarantee from a scheduled Bank of minimum Rs. 5 Lakhs

and is desirous of being appointed as DISTRIBUTOR of HPCL for the promotion, sale and delivery of the PRODUCTS in the AREA mentioned in ANNEXURE "A".

C) HPCL has agreed to appoint the DISTRIBUTOR to market the PRODUCTS in the AREA subject to the following terms and conditions.

NOW THIS AGREEMENT witnessed and it is agreed by and between HPCL and the DISTRIBUTOR as follows:-

1. HPCL hereby appoints the DISTRIBUTOR for the purpose of marketing the PRODUCTS in the Bazaar market in the AREA.

2. This appointment will be for a period of five years and deemed to have commenced with effect from _____. The DISTRIBUTOR is required to achieve the sales target during the term of the contract, however if during the initial first year, if the DISTRIBUTOR is unable to achieve at least 50% of the assigned Sales targets for the year, then HPCL will forthwith terminate the contract. In addition this Lube Distributorship Agreement may be terminated 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 HPCL to terminate this Agreement earlier on the happening of the events mentioned in Clause 38 of the Agreement. The Agreement, unless terminated, may be extended for every five years and on such terms and conditions as may be agreed by mutual consent.

3. In all the contracts or engagements entered by the DISTRIBUTOR for sale or distribution of PRODUCTS or in connection thereof, the DISTRIBUTOR shall act and shall always be deemed to have acted as a principal and not as an agent or on account of HPCL, and HPCL shall not in any way be liable in any manner in respect of such contracts and / or engagement and / or in respect of any act or omission on the part of the DISTRIBUTOR, their servants, agents and workmen in regard to such sale, distribution or otherwise, and the DISTRIBUTOR shall be bound to inform the party in writing of this provision, through correspondence or at the time of entering into such contract or engagement.

4. Except with the previous written consent of HPCL, the DISTRIBUTOR shall not effect any change in its constitution whether in the identity of its sole proprietor or partners or in the deed of partnership in the event of death/removal/resignation of any partner. Similarly in case of a Co-operative Society, it shall not affect any change in its constitution without written prior approval of HPCL. If it is a limited company, it shall not cause or permit any substantial change in its Shareholding without informing and taking prior written approval of HPCL. The surviving partners / members hereby agree to indemnify and keep indemnified HPCL against any claims or demands which may be made by the heirs of the deceased partner member.

5. The DISTRIBUTOR shall act strictly in accordance with the directives of HPCL and within the specified geographical AREA as assigned by HPCL from time to

time. Any violation of supplying PRODUCT to the area other than the AREA assigned by HPCL shall be liable for penal action as deemed fit by HPCL.

5 (A). The DISTRIBUTOR is required to raise all sales invoices on a computer using prescribed software (Currently Tally Channel business software customized for HPCL). These should be made available to HPCL as and when requested by HPCL.

5 (B). Secondary sales data would be compiled by the DISTRIBUTOR using same software package as above and given to HPCL on monthly basis.

6. Unless otherwise agreed, the DISTRIBUTOR shall not, during the duration of this Agreement, manufacture or distribute or assist any other party to manufacture or distribute any goods which are in competition with the PRODUCTS of HPCL. The DISTRIBUTOR during the duration of this agreement shall not indulge in any sort of dealing i.e. purchasing, selling or distributing any of the competitors' PRODUCTS .

7. Nothing contained in this Agreement shall be construed to prohibit HPCL from making direct and / or indirect sales to any person or from appointing other distributors for the purpose of direct or indirect sales at such place or places as HPCL may think fit. The DISTRIBUTOR shall not be entitled to any claim or allowance for such direct or indirect sales.

8. HPCL reserves the right to include or delete any item in the PRODUCTS without liability or damages on account of such inclusion or deletion.

9. The DISTRIBUTOR shall provide month end stock position i.e. product wise , package wise, month end stock inventory to HPCL as per format provided by HPCL by the 5th of the next month. The DISTRIBUTOR shall during the continuance of this Agreement adequately insure himself against the following risks viz; third party risks, fire and explosion risks, workmen's compensation and/or loss of or damage to the PRODUCT for any cause whatsoever.

10. The DISTRIBUTOR shall buy / pick PRODUCTS from HPCL's manufacturing Terminal / Depot or any other place specified by HPCL at his own cost and shall take full and proper care of the PRODUCTS by storing them in covered godown.

11. The DISTRIBUTOR, while selling PRODUCTS, shall not make any representation in the trade or give any warranty other than those specified in HPCL's printed Price List.

12. The DISTRIBUTOR shall not alter, remove or tamper with the marks, number and label on the PRODUCTS as procured from HPCL.

13. The DISTRIBUTOR undertakes to maintain and continue the FACILITIES AND RESOURCES during the terms of this Agreement or any renewals thereof and shall increase the same keeping in view the size of the business.

14. The DISTRIBUTOR shall work conscientiously and in a business like manner for the promotion and sale of the PRODUCTS. HPCL shall initiate and finalise all the mass media promotional campaigns for the PRODUCTS at its own cost. However, the cost of local promotional campaigns / activities shall be shared equally between the DISTRIBUTOR and HPCL. It shall also provide various POP materials for display at bazaar. The DISTRIBUTOR shall use his best efforts to maximise the sales in the AREA and to secure proper distribution of the PRODUCTS.

15. The DISTRIBUTOR shall, in all his commercial dealings and on documents and letter heads indicating his place of business, describe himself as an authorised DISTRIBUTOR of HPCL.

16. The quantities of PRODUCTS stated to be delivered by HPCL shall be final and binding upon the Parties hereto. The property in the PRODUCTS shall pass from HPCL to the DISTRIBUTOR at the time of the delivery of the PRODUCT to the DISTRIBUTOR and HPCL shall not in any way be responsible for loss or shortage thereafter. The DISTRIBUTOR shall fully satisfy himself with regard to the quality of the PRODUCTS at the time of taking

delivery and no claim of whatsoever nature shall be entertained thereafter. A receipt signed by DISTRIBUTOR or on behalf of the DISTRIBUTOR at the time of delivery of PRODUCTS by HPCL will be conclusive evidence that the PRODUCTS mentioned therein were in fact delivered to the DISTRIBUTOR, that such PRODUCTS were in accordance with the specifications and that the quantities of such PRODUCTS mentioned in the receipt are correct and the DISTRIBUTOR shall thereafter be precluded from making any claim against HPCL for compensation or otherwise on the ground of short delivery or contamination of such PRODUCTS.

17. HPCL will establish Maximum Retail Price (MRP) for the products supplies to the DISTRIBUTOR in pursuance of this Agreement and the DISTRIBUTOR shall not charge in excess of the said Maximum Retail Prices (MRP). Along with the MRP, HPCL will establish BSP (Bazar Selling Price). The DISTRIBUTOR is authorized to bill the bazaar retailer on this BSP pre-discount or scheme.

18. (A) HPCL reserves the right to take whatever action it deems necessary to protect its trademarks, reputation or the PRODUCTS against imitations, counterfeiting, misuse and unfair competition etc.

18. (B) The DISTRIBUTOR shall inform HPCL, as soon as possible, for any violation of HPCL's right in the matter of patent, design and model, trademarks or brands, emblems, laws, rules, regulations, etc. of which he might have knowledge and, at all times, give to HPCL or to any of its authorised officials or employees all reasonable and proper assistance in his power for the purpose of knowledge and also for furthering the interest of HPCL in the AREA.

18. (C) The DISTRIBUTOR shall use their best endeavour to protect HPCL's interests within the AREA and in particular will watch closely for any unauthorised use of the trademarks, patents, emblems, logo, design etc., by third parties or any marketing of the PRODUCTS which, in any other way, are an infringement of HPCL's rights referred herein. The DISTRIBUTOR shall notify HPCL forthwith in writing of any such unauthorised use of the trademarks or of HPCL's intellectual property rights or other rights by third parties which comes to their notice. However, the DISTRIBUTOR shall not take any further action

whatsoever on behalf of HPCL concerning such unauthorised use unless specifically requested to do so in writing by HPCL. Any action, as aforesaid, taken by the DISTRIBUTOR at the written request of HPCL shall be at the sole cost of HPCL.

18. (D) The DISTRIBUTOR shall not use trademarks, patents, logos, design etc. belonging to HPCL without their prior written consent from HPCL.

18. (E) The DISTRIBUTOR shall not sell or promote any of the PRODUCTS under any other trade name or trademark other than the trade name or trademark approved by HPCL.

19. The DISTRIBUTOR hereby agrees with HPCL that it shall retain secrecy and keep strictly confidential all information it obtains with respect to the PRODUCTS and shall not at any time copy or use or disclose to any other person, firm, Corporation or authority such information except as may be first agreed by HPCL in writing and restrict the dissemination of such information to those of its trusted employees, agents and representatives, who may have a direct need to know such information for the performance of the PRODUCTS and the DISTRIBUTOR shall take all efforts to bind each such employee, agent or representative to maintain secrecy and confidentiality of such information and know how as he shall receive in respect of the PRODUCTS.

20. The DISTRIBUTOR shall, at all times, keep the FACILITIES AND RESOURCES in clean and proper repair and secured; and wind and water tight with all the usual facilities like water, electricity, security against theft, fire and other forces.

21. The DISTRIBUTOR shall not carry on any business other than that of sale of PRODUCTS supplied by HPCL at/from the premises described under Facilities and Resources.

22. The DISTRIBUTOR shall keep sufficient labour force available when required for loading and unloading of the PRODUCTS and for delivering them and for handling and transporting and shall take effective steps for promoting

delivery of PRODUCTS to Bazaar shops / Genuine oil partners / fleet operators. The labour force so employed by the DISTRIBUTOR shall be deemed to be under the direct supervision and control of the DISTRIBUTOR and they shall be deemed to be the employees of the DISTRIBUTOR and it is further being clarified that they shall have no right or lien on the employment with HPCL whatsoever.

23. The DISTRIBUTOR shall maintain proper Sales Registers showing up-to-date and latest position of the stocks and will furnish to HPCL every week or as and when requested by HPCL or as otherwise agreed upon, full statement of the PRODUCTS held by them and sales effected during the week.

24. Without prejudice to the foregoing, the DISTRIBUTOR shall discharge all obligations cast upon them under the various Sales Tax Acts (Central and State) and shall forthwith furnish the necessary Sales Tax Forms as may be required under the Sales Tax Rules framed under such legislations. In the event of DISTRIBUTOR's failure to furnish the statutory declaration forms in time, HPCL shall be entitled to recover from the DISTRIBUTOR the amount of Sales Tax, interest demand, and any other sum becoming due on such account.

25. Subject to the terms and conditions as mutually agreed between the Parties hereto, HPCL shall provide the DISTRIBUTOR with materials such as display signs, sign boards, etc. to be displayed at DISTRIBUTOR's premises. HPCL shall have the right to change, replace or take away the said materials at any time. The title in such material shall always vest with HPCL at all times.

26. For the purpose of reconciliation of the purchases from and payments made to HPCL and the sales made, the DISTRIBUTOR shall render full cooperation to HPCL and shall make available for inspection, records and books of accounts relating to the purchases, and payments made to HPCL and the sale made by the DISTRIBUTOR, at such intervals as HPCL may decide from time to time. Further HPCL's Officers, representatives or servants authorised in this behalf shall have, at all time, and in any circumstances free and unrestricted access to all premises used in connection with DISTRIBUTOR's business and to inspect and take account of all the PRODUCTS in DISTRIBUTOR's possession and of

all tools, furniture, fittings and/or other property entrusted to the DISTRIBUTOR by HPCL.

27. The DISTRIBUTOR shall not, either directly or indirectly, pledge the credit of HPCL or do any act, deed matter or things whatsoever which is in any manner prejudicial to the interest or is likely to affect adversely the credit worthiness or reputation or goodwill of HPCL amongst the members of the trade or general public. It is being further clarified that the DISTRIBUTOR shall not make any borrowings of whatsoever nature directly or indirectly by making the use of the name HPCL.

28. The DISTRIBUTOR shall, in the event of any dispute with any party in connection with or relating to the business of the Distributorship, or in respect of any legal notice or proceeding in which HPCL is also made a party, forthwith inform HPCL about the same and shall not without HPCL's prior approval or consent in writing compromise or compound any dispute or grant any benefit or concessions or relief or release or discharge to any party.

29. The DISTRIBUTOR shall always, during the subsistence of this Agreement, devote his/its whole business, time and energy for pushing / increasing the business of HPCL's PRODUCTS and shall, in all such dealings act, honestly and faithfully with responsibility and integrity and shall carry out all orders and instructions of HPCL and shall not engage or be interested either directly or indirectly as DISTRIBUTOR in any other trade or business competing with the business of HPCL.

30. The DISTRIBUTOR shall not directly or indirectly assign or subcontract the benefit and/or obligations under this Agreement to any other person or party whatsoever.

31(A). The DISTRIBUTOR shall indemnify and keep HPCL indemnified against any breach of the conditions contained herein and against all loss, harm, damage, injury and all costs, charges and expenses that HPCL may bear, suffer or incur on account of any breach or non-observation or nonperformance of any of the terms and conditions contained in this Agreement.

31(B). The supplies will be made at the rate(s) inclusive of taxes as applicable which may prevail on the date of dispatch of the goods to the DISTRIBUTOR by HPCL, notwithstanding the rate(s) on which orders may have been booked by us.

31 (C). For the goods that may be dispatched to the DISTRIBUTOR against their orders from time to time, the payment will be made by them in advance by RTGS or any other mode of payment as mutually agreed to.

32. The DISTRIBUTOR shall observe and comply with the provisions of Central and State Acts, Rules, Regulations as well as of the Local Authorities having the force of law in connection with storage, distribution and sale of PRODUCTS. The DISTRIBUTOR shall also ensure that its covered godown conform to the requirements of the Petroleum Act 1934 and Petroleum Rules, 2002 or any other Rules or enactment in force for the time being in that behalf.

33. The DISTRIBUTOR, in consultation with HPCL, would identify bazaar shops and authorize them for retail selling of PRODUCTS. The DISTRIBUTOR would sell to the bazaar outlets in the specified AREA at the price, as specified in the Bazaar price list. HPCL reserves the right to allow The DISTRIBUTOR to sell at HPCL's Retail Outlets in the AREA mentioned in Annexure A at the specified price.

34. The DISTRIBUTOR would not be permitted to operate retail counters for retail selling of PRODUCTS and would provide his entire attention / focus for promotion and distribution of the PRODUCTS to bazaar outlets.

35. The DISTRIBUTOR shall not mix the PRODUCTS with any other oil or substance or adulterate the PRODUCTS in any other manner.

36. The key responsibilities of the DISTRIBUTOR will be:

- i) Supply and sell PRODUCTS to all retailers in the AREA.
- ii) Soliciting new business in the various bazaar segment based on targets set in consultation with HPCL.

- iii) Organising delivered supplies to the bazaar shops / genuine oil partners / fleet operators. Expenses for such delivery would be borne by the DISTRIBUTORS.
- iv) Promote the HPCL brands thru local Promotions.
- v) Developing the market for HPCL brands.

37. Neither Party shall be liable for any failure or omission to fulfill, observe or carry out any of the terms of this Agreement if fulfillment is delayed, hindered or prevented by any circumstances which is not within the immediate control of the Party affected thereby and shall not give rise to any claim by either Party hereto against the other or be deemed to be a breach of this Agreement if the same shall be caused by or arise out of war, hostilities, riots, act of god, fire, flood, strike, lockout, non-availability or shortage of PRODUCTS. In the event of any of the foregoing circumstances beyond the control of HPCL, it shall be liberty of HPCL to withhold, reduce or suspend supply of PRODUCTS to such extent as HPCL in its direction may think fit without entertaining any claim from the DISTRIBUTOR whatsoever.

38. Notwithstanding anything to the contrary herein contained, HPCL shall be at liberty to terminate this Agreement forthwith upon or at any time after the happening of any of the following events, namely:-

38 (A): If the DISTRIBUTOR shall commit a breach of any of the covenants and stipulations contained in the Agreement, and fail to remedy such breach within four days of the receipt of a written notice from HPCL in that regard.

38 (B): If the DISTRIBUTOR shall for any reason make default in payment to HPCL in full or his outstanding as appearing in HPCL's books of account beyond four days of demand by HPCL.

38 (C): If the DISTRIBUTOR does not adhere to the instructions issued from time to time by HPCL generally and particularly in connection with safe practices to be followed by him in the supply / storage of HPCL PRODUCTS or otherwise.

38 (D): If the DISTRIBUTOR shall contaminate or tamper with the quality of any of the PRODUCTS supplied by HPCL.

38 (E): If the DISTRIBUTOR shall sell the PRODUCTS, supplied by HPCL at prices higher than those fixed by HPCL.

38 (F): The DISTRIBUTOR undertakes to further the sales of the PRODUCTS supplied by HPCL. It is specifically agreed and declared that it is a basic condition of the grant of the Distributorship rights by HPCL to the DISTRIBUTOR herein that the DISTRIBUTOR hereby agrees, undertakes and covenants to uplift and pay for the following minimum quantity of products supplied by HPCL per quarter as specified hereunder:

PRODUCT/S	QUANTITY (Quarterly in KL)
As specified in Annexure	

HPCL shall have the absolute right to revise the aforesaid sale target from time to time. It is specifically agreed that in the event of the DISTRIBUTOR not achieving the aforesaid minimum turnover at any time during the subject quarter during the currency of this Agreement, HPCL shall be entitled, notwithstanding any acquiescence or waiver of this condition and notwithstanding any of the provisions herein contained to terminate this Agreement by giving two months' notice to the DISTRIBUTOR.

39. On termination of DISTRIBUTOR's appointment, the DISTRIBUTOR shall forthwith return to HPCL all books, documents, papers and other property of HPCL in DISTRIBUTOR's possession or control.

40. On termination of this Agreement, the DISTRIBUTOR shall not engage or be interested as DISTRIBUTOR in any business, firm or Company manufacturing, selling or dealing in Products similar to those of HPCL for a period of one year from the date of termination.

41. ARBITRATION

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the Agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the agreement or whether before after determination, foreclosure, termination or breach of the Agreement (other than those in respect of which the decision of any person is, by the Agreement, expressed to be final and binding) shall, after written notice by either party to the Agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

- b) The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The DISTRIBUTOR shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the Agreement relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

- c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

- d) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other

than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a DISTRIBUTOR to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

- e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f) The work under the Agreement shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be r 60,000/- for Agreement and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid r 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stagewise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the Parties.
- i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- j) The Agreement shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the

Courts situated at _____ for all purposes. The Arbitration shall be held at _____ and conducted in English language.

- k) The Appointing Authority is the Director (Marketing) of Hindustan Petroleum Corporation Limited.

42. The DISTRIBUTOR shall be solely responsible for and shall himself bear all expenses of and in connection with the Distributorship, including insurance premium, rents, license or other fees, ground rent, rates, taxes and all other charges and outgoing of every kind and shall pay the same promptly and without fail. The DISTRIBUTOR shall also be solely responsible for any breach or contravention by himself, his servants or agents of any laws, rules, 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 Distributorship including, without prejudice to the generality of the foregoing. The concerned authorities respectively appointed under the Petroleum Act, Payment of Wages Act, Shops and Establishment Act, Factories Act and The Workmen's Compensation Act or any statutory modifications or reenactments of the said statutes or rules and HPCL shall not be responsible in any manner for any liability arising out of non-compliance by the DISTRIBUTOR with regards to the same. The DISTRIBUTOR shall at all times indemnify and keep indemnified HPCL against all actions proceedings claims and demands made against it by the central and/or state government and/or municipal/ local and/or other authorities and/or by any customer of the PRODUCT and/or any other third party as a result of or in consequence of any act or omission of whatsoever nature of the DISTRIBUTOR, 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 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 DISTRIBUTOR, his servants or his agents.

43. Any indulgence shown by HPCL or failure on the part of HPCL to enforce at any time, the provisions of this Agreement shall, in no way, be construed to

be a waiver of such provisions or affect HPCL's right to enforce such provisions any time thereafter.

44. All Notices required to be given and approvals required to be obtained hereunder shall be given and obtained in writing only through hand delivery, courier or registered post. All Notices required to be served by either Party hereto upon the other shall be deemed properly served if delivered.

In case of HPCL to: Chief /Sr. Regional Manager – Direct Sales
Hindustan Petroleum Corporation Ltd.

In case of DISTRIBUTOR to: M/S

The Notices shall be deemed to have been received by the either Party at the expiry of seven days from the date of despatch, if sent by Registered Post.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly signed on behalf on this _____ Day of _____ at _____.

For Hindustan Petroleum Corporation Ltd.

For M/S-----

Duly Constituted Attorney.

Witnesses:

- 1.
- 2.

- 1.
- 2.

ANNEXURE – A

AREA

1.

2.

3.

4.

5.

6.