AGREEMENT

AGREEMENT FOR RETAIL OUTLET FOR BIO OIL

 AGREEMENT FOR AT IN DISTRICT

This AGREEMENT is executed on xxxxxxxxx here between Goal Bio gas Limited Company with PAN No xxxxxxx of Goal Bio Oil ( A Project Of Goal gas Pvt Limited ) which expression where context so admit shall include their/his/her executor,assigner, and representatives (here in after called “Company”&/or First Party)

AND

Mr. aged about years S/o R/o India (from now referred to as the “………………………….RETAIL OUTLET PUMP OWNER “which express his heirs,executors,administrators and assigners)of the Retail Outlet.

WHEREAS the Company is carrying on the business as trading of all kind of BIO-DIESEL & other relevant products and is establishing reputation & demand for his products & having all the necessary licenses from the authorities.

WHEREAS the company in addition owns valuable goodwill & other identifying characteristics.

AND WHEREAS the COMPANY has proposed to expand their business all over DISTRICTS and for this purpose the Company Appoints Mr.

 as …………………………………… RETAIL OUTLET PUMP OWNER,who have a full authority to run his business at in district on behalf of …………………………………………………..

Collectively both the parties will be referred as “Parties”

Both the Parties agree on the Followings terms.

(1) APPOINTMENT,DURATION AND LOCATION
(A) THE COMPANY appoints the party of Dealer as RETAIL OUTLET PUMP OWNER for the DISTRICT of ………………………at…………………….

(B ) RETAIL OUTLET PUMP OWNER have agreed to pay of rupees …………………..(IN WORDS) This is as security deposit which is refundable.

(C) Appointment of …………………….. RETAIL OUTLET PUMP OWNER will be effective from the date of signing of this agreement.

(D) The appointment of ……………………. RETAIL OUTLET PUMP OWNER ( Mr.

Shall be on exclusive basis & after appointment .Company can not appoint anyone else as retail outlet Owner at same location and near about 5 kilometer in radius.

(2) Company states that Bio diesel flash point having been more than ***93 degrees;*** biodiesel is not considered as ‘Petroleum’ of Class A,B or C; Thus for the sale of Bio-Diesel ,it’s not required to obtain petroleum licences or NOC from Ministry of Petroleum & Natural Gas.

(3) Thus both the parties are free from requirement of obtaining petroleum licenses; because the flash point of biodiesel is more than 93\*C degrees, Please also refer the (objective, definition ,enforcement, exemption etc. in the Petroleum Rules 1976) section 2 & 11.

(4)CLAUSE 8,SECTION 11:PETROLEUM ACTS AND THE RULES FRAMED THEREUNDER.

This is an Act to consolidate & amend the law relating to the import,transport,storage,production,refining &blending of petroleum. The salient features of the Act are as under:-

(A)Section 2: It deals with the definition of petroleum with its classification on the basis of flash point.

1. Petroleum means any liquid hydrocarbon or mixture of hydrocarbons & any inflammable mixture (liquid,viscous or solid) containing any liquid hydrocarbons.
2. **CLASSIFICATION:** There are 3 classes of petroleum as under.
3. Petroleum Class “A”-means petroleum having a flash point below 23\*C (Eg. Petrol,Hexane,Toluene,Naptha)
4. Petroleum Class “B”-means petroleum having a flash point of 23\*C & above but below 65\*C.(Eg. HSAD,SKO,MTO Etc.)
5. Petroleum Class “C”-means petroleum having a flash point of 65\*C & above but below 93\*C.

(6) . Section 11: No license etc. is needed for any petroleum which has its flash point above 93 \*C (Example Lubricants,LSHS)

(7) First Party shall supply bio diesel to Second Party. First party shall supply Bio diesel within 72 hours of Payment receive if any delay without unavoidable circumstances First Party shall be liable of all the losses.

(8)Second Party will Pay rupess………………………………( IN WORDS )at the time of agreement as security deposit which is refundable .

(8) First Party agree to Supply or provide Retail Outlet Pump at ……………………….…in ……………….…District to Second Party provided any existing Bio diesel outlet in Bihar .

(9) First party shall supply Bio diesel to second party ***4 rupees*** less than the price of diesel at the time of order.

(10)Rate stated above for the sale of Bio diesel by First Party will be inclusive of applicable GST, Transportation Cost & Unloading at the bio-diesel Outlet to Second Party.

(11) The second Party agrees to pay the First Party Charges related to establishment of Bio diesel outlet as per the payment detail attached as Annexure “1” of this agreement.

(12) The procedure for supply in of the BIO DIESEL IS AS FOLLOWS:

(A) Second Party will issue purchase order to First Party in writing about the quantity of Bio diesel that the Second Party intends to purchase. Both the parties agrees that the minimum quantity is 20,000 litter and maximum is 60,000 litter at one time.

(B) First Party will raise an equivalent Performa Invoice based on the spot rate of Bio diesel on the date of preparation of Performa invoice.

(C) Second Party will arrange to pay First Party within 12 hours of receipt of proforma invoice.

(D) Second Party shall pay such amount in advance to First Party through RTGS or online transfer before the existing stocks at the Bio diesel outlet of Second Party is due to be finished.

(13) Post sale of Bio diesel by First Party to Second Party ,RO staff payment, all the fee and any other charges of state and central government within the existing government rules to be paid by Second Party. First party has no responsibility related to this.

(14)It is full responsibility of First Party to Supply quality Bio diesel to Second Party. Beyond the point of delivery ,it is the responsibility of Second Party to maintain the quality of Bio diesel.

(15) First Party reserves the right to inspect the Bio diesel outlet of second party ,anytime for checking of quality of Bio diesel. Second Party undertakes to fully cooperate to authorized representative of first party for undertaking the task of quality check at the Bio diesel outlet of Second Party.

(16) Second Party shall not mix any kind of Bio diesel or anything else. Second Party shall be fully responsible towards such unauthorized mix. Any such unauthorized mix on the part of Second Party will result in dissolving the agreement and First Party shall impose penalty to Second Party.

(17) Second Party shall purchase Bio diesel only from First Party .Under the scenario that the Second Party indulges in to obtaining supply of Bio diesel from any Third Party, the First Party is authorized to terminate this AGREEMENT with immediate effect and First Party is liable to impose penalty on Second Party or resort to legally prosecute the Second Party.

(18) Second Party shall be responsible to provide sales and stocks at their Bio diesel outlet everyday on closing and opening or before opening next day without fail. The non- availability of such information with First Party may lead to non -supplying sufficient quantity of Bio diesel to second party.

(19)At the time of delivery of BIO DIESEL BY First Party at the Bio diesel outlet of Second Party delivery kit and decent should be made available by Second Party and all other necessary things should be made available by Second Party to First Party.

(20) All the security amount shall be deposited for 5 years.

(21) After 5 years this agreement can be renewed by both the parties.

(22)Second Party will take rupees as security deposit from Sub dealer/franchiser in his/her area and will keep rupees lakh and give to company immediately.

(23) TERMINATION

Either Party shall have the right to terminate this Agreement, If:

A BY giving three months’ notice to other party, with assigning any genuine reason or default by ……………….. RETAIL OUTLET PUMP OWNER according to the terms & condition of this agreement

(18) Any dispute arising out of or in relation to or in connection with this agreement shall be referred to an Arbitrator as appointed by committee under the arbitration an conciliation act 1996. A copy of this AGREEMENT send to the office of authorized under arbitration and conciliation act 1996 for noting and endorsement ------------date. In case parties fail to agree during arbitration proceeding ,the further shall be return to courts at PATNA.

FIRST PARTY SECOND PARTY

Authorized and Signatory Authorized & Signatory

Seal & Signature Seal & Signature