

Dealership Agreement (DODO)

between Reliance Industries Ltd.

and

For Garg & Sons

Dealer M/s. GARG & SONS

Prop. Vijay Kumar

dated this 8th day of NOV 2013

DEALERSHIP AGREEMENT

(to be stamped as an agreement and indemnity)

THIS DEALERSHIP AGREEMENT made at Meerut this 8th day of November in the year 2013 **BETWEEN RELIANCE INDUSTRIES LIMITED**, a Company duly incorporated and registered under the provisions of The Companies Act, 1956, and having its registered office at Maker Chambers IV, 3rd Floor, 222, Nariman Point, Mumbai - 400 021, and hereinafter referred to as "**Reliance**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and/or assigns) of **ONE PART AND**

(In case of INDIVIDUAL/SOLE PROPRIETORSHIP)

VIJAY KUMAR GARG Adult, Indian Inhabitant carrying on business in the name and style of M/S GARG & SONS, 100/2, MAHAVIR NAGAR, BAGPAT ROAD, MEERUT as sole proprietor at BAGPAT RD, MEERUT and hereinafter referred to as the "**Dealer**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators) of the **OTHER PART**.

For Garg & Sons

For Reliance Industries Ltd.

For Reliance Industries Ltd.

Vijay Kumar
Prop.

Amit Bhatia

State Head

UP (W) & Jharkhand
Reliance Industries Ltd

For G & Sons

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(In case of PARTNERSHIP FIRM)

(1) _____ (2) _____ and (3) _____
carrying on business in the firm name style of M/s. _____

_____ a Partnership firm having its Principal place of business at _____ and hereinafter collectively referred to as the "Dealer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners or Partner for the time being of the said Firm of M/s. _____ and the survivors or survivor of them and the heirs, executors or administrators of such survivor) of the **OTHER PART**.

(In case of COMPANY)

_____ a Company duly incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at _____ and hereinafter referred to as the "Dealer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and/or assigns, as the case may be) of the **OTHER PART**.

(In case of COOPERATIVE SOCIETY)

(1) _____ (2) _____
are the authorized signatories of _____ Society having registered under the cooperative Society Act _____ and carrying on business in the name and style of _____ at _____ and hereinafter referred to as the "Dealer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their assigns and administrators) of the **OTHER PART**.

WHEREAS Reliance, inter alia, is engaged in the business of refining, storing, distribution and sale of petroleum products by itself or through their dealers/ franchisees appointed for the purpose and also provides allied services to the consumer and/or customers of petroleum products;

AND WHEREAS pursuant to Lease Deed dated 6th Sep. 05, and hereinafter referred to as the 'said Lease' duly registered with the office of the Sub-Registrar of Assurances at Meerut under Serial No. 7371 of _____, the Dealer herein, (therein described as the Lessor)/ demised in favour of Reliance, (therein described as the Lessee) all that piece or parcel of land or ground admeasuring 1928.69 Sq. ft. situate at Khasra No - 103, 104, 105, 120 Vill - Maluany, Tehsil & Distt - Meerut together with buildings and other structures now constructed and erected or hereafter to be constructed and erected thereon, both present and future, more particularly described in the First Schedule hereunder written (hereinafter referred to as the 'Said Property') for a term of Twenty (20) years commencing from 6th Sep. 2005

AND WHEREAS in the circumstances aforesaid, Reliance is seized and possessed of the Said Property as the Lessee thereof;

AND WHEREAS the Dealer has represented to Reliance that the Dealer is not a dealer / franchisee of any other Oil Company and has the requisite capability and infrastructure to be a dealer in business of retail sales of petroleum products.

AND WHEREAS Reliance, being duly authorized under the said lease, has installed or agreed to install in, on, over or under the Said Property the apparatus and

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equipment but not limited to laying pipes or pipelines, dispensing units, pumps, storage tanks, key automation equipment. (hereinafter referred to as the "Said Equipment") brief particulars of which are set out in the Second Schedule hereunder written:

AND WHEREAS the Dealer has further represented to Reliance that the Dealer is fully aware of the provisions of all applicable laws and relevant rules, regulations and notifications relating to business of retail sales of petroleum products and allied products.

AND WHEREAS at the request of the Dealer, Reliance has agreed to appoint the Dealer for the retail sale of petroleum and such other products and services at or from the Said Property using the "Said Equipment" as stated here-in-before, and the "Said Property" and "Said Equipments" are herein after collectively referred to as the Retail Outlet or the "RO".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APPOINTMENT:

Reliance hereby appoints the Dealer as its Dealer and the Dealer hereby accepts the appointment as the Dealer of Reliance for the retail sale of petroleum and such other products and services as may be hereinafter and / or hereafter to be specified in writing by Reliance from time to time (all such products and services are hereinafter collectively referred to as "the products") at or from the Retail Outlet (for the sake of brevity hereinafter referred to as the "RO") in accordance with the terms and conditions hereof:

2. CHARGES FOR PROCESSING, INITIAL TRAINING; SECURITY DEPOSIT:

(a) Before the execution of this agreement, the Dealer has paid Reliance a lump sum of Rs. NIL (Rupees NIL only) as processing charges towards expenses on processing of documents, administrative expenses, initial training of the Dealer and its staff in the operating procedures of RO etc. The said sum is not refundable under any circumstances.

(b) (i) The Dealer shall pay, when called upon by Reliance to pay to Reliance, any such sums of money as may be stipulated by Reliance from time to time, as security deposit for the due fulfilment of the obligations and undertakings of the Dealer hereunder. Reliance shall not be liable to pay any interest to the Dealer on such deposits. Such deposits shall be held by Reliance subject to such further terms and conditions as may be stipulated by Reliance from time to time.

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Authorised
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State Head
U.P. (M) & Uttarakhand
Reliance Industries Ltd

For Reliance Industries Ltd.

Authorised

(ii) Any such deposits made by the Dealer shall be regarded as Security Deposit only for which a receipt will be issued and the Dealer shall have no right to claim that the security deposit be utilized towards payment of any of the dues of the Dealer to Reliance.

(iii) The said deposit paid by the Dealer shall be refundable only after determination of this agreement upon the said deposit receipt is duly discharged and forwarded by the Dealer and received by Reliance in accordance with provision of Clause 45 (i) and after all accounts of the Dealer with Reliance with respect to this Agreement have been fully and finally settled and the obligations hereunder have been fully and properly discharged.

For Garg & Sons

Prop.

3.

TENURE OF AGREEMENT

This Agreement shall remain in force for a period of UP TO 17th AUG, 2025 years effective from the date certified by Reliance in writing as being the date of commencement of commercial business from the RO, unless terminated earlier by either party in accordance with the terms and conditions hereof.

4.

BUSINESS:

(i) The Dealer shall purchase petroleum products from Reliance, and resell at the RO, the said petroleum products. The Dealer shall during the continuance of this agreement sell the products of Reliance only to the consumers for their own consumption only and shall not, in any event whatsoever, sell the products to any other person/s unless prior permission is obtained in writing from Reliance for such purpose.

(ii) The Dealer shall not carry on any business from the RO other than the business as set-out in the clause 4(i), save and except and only to the extent, if any, to which the Dealer may be permitted in writing by Reliance at its sole discretion to carry on such other business at or from the premises of the RO.

5.

NON-EXCLUSIVE DEALERSHIP:

(i) The rights granted to the Dealer under this agreement is non-exclusive and Reliance reserves the right without reference or consent of the Dealer to permit any other person to provide any other service at the premises and to appoint one or more additional dealer/s in the same town/area or location without reference to or consent of the Dealer and such additional dealers shall be entitled to make sales of the products without any objection from the Dealer.

(ii) The Dealer hereby expressly further agrees and confirms that the Dealer shall not dispute, object to or challenge the appointment of the other dealer/s at the same place or at any other place made by Reliance. The Dealer also agrees that the Dealer shall not be entitled to make any claim for compensation, commission or allowance whatsoever for the sales made by such additional dealer/s and or sales made by Reliance through such additional dealer/s.

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U.P. (W) Varanasi
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