



बिहार BIHAR

9098V 3099 9000X1-9000 सुनील कुमार मिश्र

AE 39708

फिरा खण्डा मुना विक्रम कुमार भट्ट  
मुन्नाख विवेका  
एन. इन्द्रा मुन्ना नं. 18/1981  
सब रजिस्ट्री ऑफिस  
270 विक्रमगंज विक्रमगंज (रोहतास)  
रोहतास

अध्यापक पदाधिकारी  
रोहतास (सासाराम)

### MEMORANDAM OF UNDERSTANDING / AGREEMENT

This MEMORANDAM OF UNDERSTANDING / AGREEMENT is executed on 19<sup>th</sup> Feb, 2020 between M/s Hindustan Biodiesel 1<sup>st</sup> Floor, Ratnapuri corner, 80 Feet Road, Alkapuri, Ratlam (M.P.) India 457001 parent company which expressions where the context so admit shall include their executors, assigner, representatives (hereinafter called company)

M/s. Jamuna Filling Station , Prop. Mr. Sunil Kumar Mishra, S/O of Mr. Jamuna Mishra ,ADDRESS: - Khasara No -2209 , 2210 , Village -Indrath Khurd, Kastar K Mahadev , Block - Vikramganj, District -Rohtas Which expression where the context so admit shall include His executors, assigner, representatives.

#### Agreement clauses:-

1. Bio diesel flash point having more than 93 deg., so that's the reason biodiesel out of petroleum rules or (Clauses A, B, C); It's not required petroleum licenses or NOC from Ministry of petroleum and natural gas.

2. We both are free petroleum licenses, because the flash point of biodiesel is more than 93 Deg. , Please also refer the (Objective, definition, enforcement, exemption etc. in the Petroleum Rules 1976) section 11.

### 10.1 PETROLEUM ACTS AND THE RULES FRAMED THEREUNDER.

This is an Act to consolidate and amend the law relating to the import, transport, storage, production, refining and blending of petroleum. The salient features of the Act are as under:- 1. Section 2:- It deals with the definition of petroleum with its classification on the basis of flash point.

(A) Petroleum means any liquid hydrocarbon or mixture of hydrocarbons and any inflammable mixture (liquid, viscous or solid) containing any liquid hydrocarbons.

(B) Classification: - There are 3 classes of petroleum as under -

i) Petroleum Class 'A' - means petroleum having a flash point below 23°C. (E.g. Petrol, Hexane, Toluene, Naphtha)

ii) Petroleum Class 'B' - means petroleum having a flash point of 23°C. and above but below 65°C.

(E.g. HSD, SKO, MTO etc.)

2) I) Petroleum Class 'C' - means petroleum having a flash point of 65°C and above but below 93°C.

3) Section 11:- No license etc. is needed for any petroleum which has its flash point below 93°C (Example Lubricants, LSHS etc)

3. First party supply biodiesel to second party biodiesel outlets, second party outlet

#### Jamuna Filling Station

Sunil Kumar Mishra s/o- Jamuna Mishra

ADDRESS: Village- Indrath Khurd, Kastar K Mahadev

District-Rohtas

BIHAR-802212

Bearing Area Khata number 242,290, Khasra No 2209,2210

4. First party can supply or provide the dealership or distributor outlet after the distance of 10 km Second party biodiesel pump outlet. Biodiesel price 5(Five) rupees less than present petroleum diesel Price, As per M.O.U agreement 5 (Five) Rupees less from present. diesel (Depending on pincode price) price is applicable.
5. Any type of machinery equipment example fuel tank, fuel dispenser, nozzle machine, pipe line motor Pump or fitting charges, ATG, board lighting etc. all the expenses bearing by second party.
6. Advance security amount of 1laks , from second party is refundable after 5 years, this amount is Interest free.
7. Second party must pay the dealership or outlets free for obtaining certificate from first party to put-The biodiesel pump (outlet) the cost of dealership certificate is 2.5 lacs only, these amount is not Refundable
8. Second party must be pay the security and dealership amount, 3.5 laks rupees paid at the time of agreement.(MOU)(From UTR NO. P19010770998012 Date 07/01/2019)
9. First party supply the biodiesel to second party in 3 to 4 days, if the second party paid though D.D. or R.T.G.S. before 2 days from the existing stock finish.

10. Important Information:- Second party bear all the expenses of generator set, boundary wall, office, Toilet, and water cooler, flooring, canopy, computer, internet, or furniture etc

11. Second party must submit the closing stock report to first party monthly or regularly.

Taxes:

12. GST and I.T filling etc. all the charges paid by second party as per Government rules.

13. First party can inspect the second party biodiesel pump, anytime for checking the quality of biodiesel.

14. Second party dose not mix any kind of biodiesel or any petroleum solvents in their fuel tanks. If any-body in the second party mix and kind of biodiesel or petroleum solvents will be responsible for breaking the M.O.U. agreement, penalty will be charge on second party for breaking the M.O.U. agreement.

15. Please note that very carefully in any circumstance if you will purchase material from others are other sources other than Hindustan biodiesel your pump RO will be seized with immediate effect and your security money also will be forfeited without any prior information .

16. You will be responsible to provide RO sales and stock everyday on closing and opening or before opening next day without any fail. Because your delivery will be affected if you do not have the above details from you and you will be fully responsible for non availability of material at your site.

17. Any contamination or mixing found at your site any time by our checking team you will be fully responsible for any action taken by the authority of Hindustan biodiesel any problem from our oil company give rimerse only on original gst bill.

18. Also please not date material will be only against advance payment through Bank /RTGS. Minimum delivery period will be 3 To 4 Days which please not very seriously and make your order accordingly.

19. Our checking team may visit any time at your site and you will be thankful if you will help them to perform their duty peacefully.

20. At the time of delivery complete delivery kit / decant kit should be available at your Site on failure detention charges will be debited in your account and you have to pay with immediate effect as per the company rules.

21. In case of first party is not able to supply product for long period then this is the responsibility of the first party to pay a remuneration of 1.5% to the total expenses (day to Day) to the second party.

22. The (MOU) between First party and second party for FIVE year, after FIVE year the (MOU) will be Renew according to agreement clauses from 1-25 will be revise.

23. Second party agreed the terms & condition of first party (M.O.U.) by signing the contract.

24. We will Not allowe /open any other RO .On Same line by Distance of 10km. But not on Opposite side

25. Judiciary will remain Ratlam for any kind of debate

**DISPUTE:-** Any dispute arising out of or in relation to or in connection with this **MEMORANDUM OF UNDERSTANDING / AGREEMENT** shall be referable to an Arbitrator as appointed by AIOS trade relation committee under the Arbitration And concillation Act 1996.

A Copy of this **MEMORANDUM OF UNDERSTANDING AND AGREEMENT** Deed Is send to the office of the AIOS secretariat for noting and endorserment on 05.04.2019 date here

**FIRST PARTY.**  
**HINDUSTAN BIODIESEL**

  
**Authorized  
Seal & Signaturē**

**SECOND PARTY.**  
**Jamuna Filling Station**  
**Sunil Kumar Mishra s/o- Jamuna Mishra**  
**ADDRESS: Village- Indrath Khurd ,Kastar K**  
**Mahadev**  
**District-Rohtas**  
**BIHAR-802212**

  
**Authorized  
Seal & Signaturē**

