

MY OWN ECO ENERGY PRIVATE LIMITED

DEALER AGREEMENT

This Agreement is made at _____ on this _____ day of _____ 2016,
between:

MY OWN ECO ENERGY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having corporate identification number _____ and having its registered office at G1/G2, Clover Dale, D-Building, South Main Road, Lane 7, Koregaon Park, Pune, Maharashtra 411001, India (hereinafter referred to as the “**Company**” which expression shall include its successors and assigns and assignees

And

The Person as mentioned in Schedule 1 (hereinafter referred to as the “**Dealer**”, which expression shall unless the context otherwise requires, include in case of (a) a proprietorship firm, the proprietor(ess) (both in his/her personal capacity and as proprietor(ess) of the concern) and his/her/their heirs, successors, legal representatives, executors, administrators, permitted assigns and successors of the concern), (b) a company, its successors and permitted assigns, (c) a limited liability partnership, its successors and permitted assigns, (d) a partnership firm, each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm),

The Company and Dealer may hereinafter be individually referred to as “**Party**” or jointly as “**Parties**” as the context may require.

WHEREAS:

- A.** The Company is in the business of manufacturing and/or distributing Indizel, a revolutionary renewable diesel invented/created by the Company (“**Indizel**”) and other products as more particularly listed in Schedule 1 (the “**Products**”).
- B.** The Dealer approached the Company and represented that it has necessary infrastructure, facilities and expertise to operate as Dealer for Indizel and the Products.
- C.** [The Dealer is the owner/lessee of the land property as mentioned in Schedule 2 hereto (hereinafter referred to as the “**Premises**”). The Company has entered into a [lease agreement/sub-lease agreement/leave and license agreement] on and around the date of this Agreement (“**Lease Agreement**”). The Company shall purchase / hire the equipments described in Schedule 3 hereto, (hereinafter called the “**Outfit**”) and install them in the Premises, together being, hereinafter called as, “**Fuel Station**” or “**Retail Outlet**”. Notwithstanding the same and/or anything contained in any other document including the documents in relation to the lease of the equipment/Outfit, it is hereby agreed between the Parties that the rentals / consideration for purchase of the Outfit/equipment shall be paid by the Company and the ownership/title of the Outfit/equipment shall always belong to/vest with the Company solely and absolutely.]¹
- D.** The Dealer has requested the Company and the Company has agreed to appoint the Dealer as its Dealer for the retail sale or supply at the Premises of Indizel and the Products upon the terms and conditions set out herein.

¹ In case the property is not owned by the Dealer then this clause and relevant portions in the Agreement will have to be modified

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

When used in this Agreement, the following terms shall have the respective meanings indicated:

“**Agreement**” means this Agreement and any documents included by reference as each may be amended from time to time in accordance with the terms of this Agreement.

“**Affiliate**” means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities, by contract or otherwise.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business transactions in _____.

“**Business Plan**” shall mean the business plan to be submitted by the Dealer to the Company providing inter alia the projected sales of the Indizel and the Products.

“**Company**” shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns.

“**Control**” (and its cognate expressions) means, in relation to an entity, the power, ability or right, directly or indirectly, to direct the management and policy decisions of that entity and/or to appoint the majority of directors on the board of that entity (if

applicable), whether through the ownership of voting share capital, by contract or management rights or any other means whatsoever.

“**Effective Date**” shall mean the date as mentioned in Schedule 1 hereto.

“**Initial Period**” shall mean the initial period as mentioned in Schedule 1 hereto.

“**Lock-in Period**” shall mean the lock-in-period as mentioned in Schedule 1 hereto.

“**Intellectual Property Rights**” shall mean all vested contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know how, trade secrets, inventions, get up, database rights (whether registered or unregistered) and any products or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.

“**Restricted Party**” means a person that is: (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions (“**target of Sanctions**” signifying a person with whom a US person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

“**Sanctions**” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the

US Department of Treasury ("**OFAC**"), the United States Department of State, and Her Majesty's Treasury ("**HMT**") or (vi) the Reserve Bank of India; (together "**the Sanctions Authorities**").

"**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by the Reserve Bank of India, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) an "**amendment**" includes a supplement, modification, replacement or re-enactment and "amended" is to be construed accordingly;
 - (ii) "**encumbrance**" includes a mortgage, charge, lien, pledge, hypothecation, security interest or any lien of any description whatsoever;
 - (iii) "**law**" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of this Agreement or thereafter and each as amended, superseded or replaced from time to time.
 - (iv) "**person**" includes an individual, Company, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns/novatees and in case of an individual shall include his legal representatives,

administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and

- (v) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (b) Clause and Schedule headings are for ease of reference only and shall not affect the interpretation of any term of this Agreement.
- (c) Reference to the words “include” or “including” shall be construed without limitation.
- (d) In the event of any disagreement or dispute between the Company and the Dealer regarding the materiality, reasonableness or occurrence of any matter including any, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Company as to the materiality, reasonableness or occurrence of any of the foregoing shall be final and binding on the Dealer.
- (e) Words (including defined terms) importing the singular number shall include the plural and vice-versa.
- (f) Reference to a gender shall include references to the female, male and neuter genders.
- (g) The words ‘hereof’, ‘herein’, and ‘hereto’ and words of similar import when used with reference to a specific Clause or Sub-clause in or Schedule to, the Agreement shall refer to such Clause or Sub-clause in or Schedule to the Agreement and when used otherwise than in connection with specific Clauses, Sub-clauses or Schedule, shall refer to the Agreement as a whole.

2. Relationship:

- (i) The Company hereby appoints the Dealer as its Dealer for the retail sale or supply at the Premises of Indizel and the Products as may hereafter be specified by the Company from time to time in accordance with the terms and conditions of this Agreement.
- (ii) The Parties acknowledge that the appointment of the Dealer is non-exclusive basis and that Company and the Dealer may, in their sole discretion, appoint other partners including Dealers and associates. Nothing contained in this Agreement shall be construed to prohibit the Company from making direct and/or indirect sales to any person whomsoever or from appointing other Dealers for the purpose of direct or indirect sales at such place or places as the Company may think fit. The Dealer shall not be entitled to any claim or allowance for such direct or indirect sales.
- (iii) This Agreement is on principal-to-principal basis and (save where expressly stated in writing in this Agreement) nothing contained herein shall be deemed as any collaboration, joint venture, partnership or agency between the Parties hereto. Notwithstanding anything contrary, the Dealer shall not, without Company's prior express, written approval assume or create any obligations on Company's behalf or incur any liability on behalf of the Company or in any way pledge or purport to pledge Company's credit or accept any contract binding upon the Company.

3. Appointment as Operator

The Dealer hereby agrees to be appointed as the operator of the station set up/to be set-up at the Premises by the Company for the duration of this Agreement on the terms and conditions and on the basis of the guidelines as shared/intimated by the Company or its representatives to the Dealer from time to time for the sole and exclusive purpose of storing, selling and handling Indizel and the other Products provided by the Company to the Dealer. Save as aforesaid and as may be mentioned in the agreement for the lease/sub-lease/leave and license of the Premises to the Company, the Dealer shall have no rights,

title or interest in the Premises and/or the Outfit and shall not be entitled to claim the right of lessee, sub lessee, tenant or any other interest in the Premises or the Outfit. The Dealer hereby confirms that the Dealer shall comply and maintain the minimum standards of service, number of employees/personnel etc. as may be stipulated by the Company under the guidelines provided by the company from time to time. For usage of the premises a charge of Rs.75000/- per month is applicable for every 10,000 litres per day sale or part thereof which will be waived on successful meeting the targets as set in schedule-6. This is applicable for all formats/types of dealerships.

4. Security Deposit

For the use of the said Fuel Station/Retail outlet, the Dealer shall pay to the Company, a security deposit in three installments on the dates as per Schedule 4 (“**Security Deposit**”). The Security Deposit is refundable at the end of the tenure of this Agreement. In the event of any damage and/or loss of the Outfit or any part thereof, subject to the normal wear and tear by influence of time, without prejudice to any other rights of the Company as mentioned in this Agreement or otherwise in law including the right to recover the entire cost of the equipment/Outfit from the Dealer, the Company shall be entitled to recover the amount of the loss/damage caused to the equipment/Outfit or any part thereof out of the Security Deposit. Any decision taken by the Company in this regard shall be conclusive and binding. In case the dealer fails to pay on the committed date, MEE has the right to terminate this agreement and forfeit the security deposit paid till the termination date.

5. Effective Date and Term:

- (i) This Agreement shall become effective from the Date of commissioning of the dealership (First Supply) and shall remain in force for an Initial Period of seven years and will be renewed for the same period thereafter in accordance with the terms of this Agreement.

- (ii) Notwithstanding anything contained in this Agreement, the Parties hereby agree that the Dealer shall not have the right to terminate the Agreement before the expiry of the Lock-in Period.

6. Supply of Indizel

- (i) The Dealer is hereby appointed to be the non-exclusive Dealer of Indizel and Products. The Dealer undertakes to further the sales of the Indizel and Products supplied by the Company. The Company agrees to supply Indizel and other Products to the Dealer, as per the Business Plan submitted by the Dealer or such other quantity as may be determined by the Company in its sole discretion (the “**Minimum Target**”).
- (ii) If the Dealer fails to meet the sales of Minimum Target for a period of six (6) consecutive months, the Company shall in its sole and absolute discretion have right to either revise the Minimum Target or terminate this Agreement and/or the lease agreement by giving a one (1) month termination notice to the Dealer and/or appoint any other person for the operations of the outlet at the Premises.
- (iii) If the Dealer exceeds the Minimum Target for two (2) consecutive months, and has a requirement for more Indizel and Products, then the Dealer shall give written notice to the Company intimating the Company to supply an additional quantity of Indizel and Products to meet the demand. The Company shall make its best efforts to supply additional Indizel and Products to the Dealer at its discretion. If the Company agrees to supply any additional Indizel and Products, such additional Indizel and products shall be supplied at the same terms and conditions set out in this Agreement.
- (iv) No liability shall attach to the Company for failure to supply from whatever cause arising, or for undertaking supply of product from a source other than normal source of supply.

7. Bank Guarantee

- (i) As security towards fulfilment of Dealer's obligations hereunder, Dealer shall, at its sole expense, obtain, deliver to the Company a bank guarantee issued in favour of the Company [or its banks/financial institution/s or such other entities as the Company may stipulate from time to time] from a reputed Scheduled Bank up to an aggregate amount as detailed in Schedule 6 or such other amount as may be specified by the Company from time to time in the format as acceptable to the Company ("**Bank Guarantee**"). The Bank Guarantee shall be valid till the date of termination of this Agreement or fulfilment by the Dealer of all its obligations, including but not limited to any payment obligation under the Agreement, whichever is later.
- (ii) The amount guaranteed under the Bank Guarantee will be increased based on the projected sale on a quarterly basis in the Retail Outlet as detailed in scheduled 6. The required limit shall be intimated in writing to Dealer by the Company thirty (30) days in advance.
- (iii) The Dealer shall, at its sole expense, cause the Bank Guarantee to be reissued/extended by a reputed Scheduled Bank not later than sixty (60) days prior to the expiration date of such Bank Guarantee, effective as of the expiration of the predecessor Bank Guarantee. The Company may, in its sole and absolute discretion and at Dealer's sole expense, cause the Bank Guarantee to be confirmed/extended by a reputed Scheduled Bank in India sixty (60) days prior to the expiry of the tenure of the Bank Guarantee, in the event the Dealer fails to extend the tenure of the Bank Guarantee. Each Bank Guarantee shall provide that it shall not expire prior to the date that is thirty (30) Business Days following the effective Termination, unless earlier terminated by the beneficiary, the account party with the consent of the beneficiary or at its stated expiration.

- (iv) The Parties agree that in certain cases, the failure of Dealer to comply with their respective obligations hereunder may cause immediate and substantial damage to the interests of the Company. To compensate of Company for such damage, the Parties have agreed that of Company/ its financial institutions shall be entitled, but not obligated, to draw on the Bank Guarantee (or any one of them in whole or in part) as and to the extent provided below (each such amount, an “**Guarantee Payable**”) only upon the occurrence of the following events which shall be referred to as material breach with prior intimation of seven (7) days to the Dealer:
- a. The failure of Company to receive when due any amount required to be paid by Dealer or related parties to Company under this Agreement within ten (10) days after the date such payment is due (exclusive of any other grace period hereunder), in which event Company shall be entitled to draw an aggregate amount under the Bank Guarantee equal to the amount of such overdue payment, plus interest thereon to but excluding the date of draw.
 - b. During the period following the effective Termination and on or prior to the third full Business Day preceding the BG Expiration Date, the failure by Company to have received, as security for the performance by the Dealer of its payment obligations following such effective Termination up to an amount equal to the amount available for drawing under the Bank Guarantee on such third full Business Day.
 - c. The failure by Dealer (i) to cause any Bank Guarantee to be reissued by a reputed Scheduled Bank in the full amount required hereunder regardless of any prior draw thereunder no later than sixty (60) days prior to the stated expiration date of such Bank Guarantee; or (ii) to restore the aggregate amount of required limit available under all Bank Guarantee as per agreed amount (iii) at any time during the tenure of the Agreement within thirty (30) days following any draw under any such Bank Guarantee, in which event Company/ its financial institution shall be entitled to draw the aggregate amount available under all Bank Guarantees.

- d. In case of any other violation by the Dealer of the terms included in this Agreement.
- e. Termination of the Agreement upon the Dealer indulging in any acts opposed to public policy.

8. Margin

The Dealer shall earn a margin on the sale of Indizel and the Products, as mentioned in Schedule 5 hereto or as may be mutually agreed between the Parties from time to time.

9. Specifications, Risk and Delivery

- (i) The quantity and quality of Indizel and Products shall be measured using the Company's measuring devices and shall be final and binding on both the Parties.
- (ii) The Indizel and Products shall be supplied to the Premises by tanker by the Company. A receipt signed by or on behalf of the Dealer at the time of delivery of Indizel and other Products by the Company will be conclusive evidence that the Indizel and Products mentioned therein were in fact delivered to the Dealer, that such Indizel and Products were in accordance with the specifications mentioned under this Agreement and that the quantities of such Indizel and Products mentioned in the receipt are correct, and the Dealer shall thereafter be precluded from making any claim against the Company for compensation or otherwise on the ground of short delivery or contamination of such Indizel and Products.
- (iii) A signed acknowledgment/receipt from the Dealer regarding receipt of the Indizel and Products shall be conclusive evidence that the Indizel and Products is as per the agreed specifications, the agreed quantity and is free from contamination. The Company shall not in any way be responsible or liable to compensate the Dealer on any grounds whatsoever after the Dealer has signed the receipt.

10. Pricing and Payment

- (i) Indizel and other Products shall be supplied to the Dealer by the Company at such price as maybe determined and informed by the Company to the Dealer. The Dealer shall make the payment for the supply of Indizel and other Products in such manner as may be acceptable to the Company within the timelines as mentioned in Schedule 5 hereto.
- (ii) The Dealer shall also make such other payments to the Company as mentioned in Schedule 5 hereto.
- (iii) The Dealer shall sell Indizel and Products at the price and in such manner as stipulated by the Company from time to time. The Dealer shall accept payments from the end consumers only in such manner as may be stipulated by the Company from time to time as mentioned in schedule 5.

11. Title to the Premises, Equipment and Facilities

- (i) The Dealer hereby warrants that it has all necessary government permits, licenses etc. as applicable for sale of Indizel and Products from the Premises.
- (ii) The Dealer shall arrange for Security Deposit payable on the Premises.
- (iii) Lease rentals with respect to Premises shall be borne by the Company under the terms of the Lease Agreement.
- (iv) The Dealer shall not during the pendency of this Agreement, sell, lease, sub lease, give on leave and license, or create any charge, lien, encumbrance or part or assign with any rights in or to the Premises or any part thereof without the prior written permission of the Company.
- (v) The Dealer shall ensure that the Company is without any obstruction able to install Indizel dispensing equipment, storage tanks, pipelines as described in Schedule 3

hereto and such other equipments as the Company may deem fit from time to time for storing and selling Indizel. All such equipment shall be the property of the Company. The Company shall be entitled to charge user charges on Premises/ Equipment/Outfit as detailed in clause 3.

12. Development and maintenance of Retail Outlet

The Dealer hereby agrees, acknowledges, undertakes and covenants as follows:

- (i) The Dealer shall at its cost develop the Premises, including but not limited to the entire civil work, levelling of land, etc. as required by the competent authorities and the Company.
- (ii) The Dealer shall at its sole cost be responsible for arranging all the permissions, licenses and clearances required for setting of and continuation of the business and operation of the Retail Outlet.
- (iii) The Dealer shall be responsible for the regular maintenance and upkeep of the equipment and facilities in the Retail Outlet. The Company shall in no way be responsible for any loss or damage that may occur to the equipment or facilities due to storage or dispensing of the Indizel.
- (iv) The Company shall have installed at its own expense at and under the Premises, the Outfit described in the Schedule 3. The Company may install at the Premises such other equipment from time to time as it may deem necessary for the efficient working of the Retail Outlet and all such other apparatus and equipment shall be deemed to be and form part of the Outfit. Provided, that the Company shall have the right to remove any particular item or items of apparatus or equipment comprised in the Outfit without assigning any reason thereof. The Company will maintain the Outfit in proper working condition at its own expense.
- (v) The Dealer will take such care of the Outfit and of the building and structures on the Premises as also of the receptacles or containers in which the Company's Indizel and Products may be supplied to him as a business man of ordinary

prudence would take of like premises outfit, receptacles and containers belonging to himself. The Dealer shall be responsible for all loss or damage to the Outfit, receptacles, containers and Premises, except for normal wear and tear. All disputes as to liability hereunder shall be decided by the Company whose decision shall be final and the Dealer shall pay to the Company within a week of receipt of a notice in writing requiring him to do so, the amount determined as being due on account of any such loss or damage.

- (vi) No repairs to the Outfit shall be done by the Dealer unless previously authorized by the Company in writing. The Dealer shall not interfere with or attempt to adjust the Outfit or any part thereof but shall notify the Company immediately of necessity of any repairs or adjustment and thereby ensure that the outfit is in proper working order and delivering full and proper measure at all times. The Dealer shall not operate the Outfit while it is out of order.
- (vii) The dealer shall not under any circumstances pay or advance to any servants or Representatives of the Company any sum of money or deliver or any account whatsoever any property due or belonging to the Company without prior written authority from the Company should any sum be paid or advanced or any property delivered without such authority, and the same be not received by the Company, the dealer shall be entirely responsible to make good to the Company the amount or value thereof.

13. Contamination

- (i) The Dealer shall be responsible for all loss, contamination, damage or shortage to the Indizel and the Products, whether partial or entire, and no claim will be entertained by the Company thereof under any circumstances.
- (ii) All the Indizel and Products supplied by the Company to the Dealer hereunder shall be in accordance with the specifications laid down by the Company from time to time. The Dealer shall take every possible precaution against contamination of the Company's Indizel and Products by water, dirt or other things injurious to their

quality and shall not in any way directly or indirectly alter the specifications of the said Indizel and Products as delivered. The Company shall have the right to exercise at its discretion, at any time, and from time to time, quality control measures for Indizel and Products marketed by the Company and lying with the Dealer. The opinion of the Company's authorised representative as to whether any product of the Company has been contaminated shall be final and binding upon the Dealer. In the event the contamination has been due to any act or default of the Dealer or of his servants or agents, the Company shall have the right, without being bound to do so, to remove the contaminated product or cause the Dealer to remove the contaminated product at the Dealers cost and risk and /or to destroy or otherwise deal with the same, without making any payment thereof to the Dealer, and without prejudice to the Company's right to terminate this Agreement forthwith.

14. Inspection

- (i) The Company will be entitled at all times to enter into the Premises and inspect the management of the Retail Outlet by the said Dealer in all respects and the Dealer shall be bound to render all assistance and give all information to the Company and its duly authorized representatives in that behalf.
- (ii) The Dealer shall keep and maintain such records of sales etc. as may be prescribed by the Company and submit the same for inspection on demand by any officer of the Company.

15. Company Responsibilities:

The Dealer shall at its sole cost arrange and facilitate all electrical and water connections.

16. Dealers Covenants

- (i) The Dealer shall be solely responsible for and shall himself bear all expenses of and in connection with the Dealership business, including administration, office insurance premia, telephone, license or other fees, rates, taxes and all other charges

and outgoing of every kind connected with the said business including any other charges, assessments or penalties whether statutory or otherwise levied by any authority in connection with the operation of the Dealer's office and shall pay the same promptly and without fail.

- (ii) The Dealer shall promptly pay all bills/charges for all utilities availed for the Premises including but not limited to electricity and water charges.
- (iii) The Dealer shall not make any change to its constitution, business, management, ownership or Control and shall not alter its constitutional / in Company documents without the prior written consent of the Company. The company at its own discretion may permit changes in ownership after due diligence and by charging a fee.
- (iv) It shall be a paramount condition of the agreement that the dealer himself (if he be an Individual) or both partners of the dealer firm (if the dealer is a partnership firm consisting of two Partners only) or the majority of the partners of the dealer firm (if the dealer is firm consisting of more than two partners) or the majority of the members of the dealer co-operative society (if the Dealer is a co-operative society) as the case may be shall take active part-in the management and Running of the retail outlet and shall personally supervise the same and shall not under any Circumstances do so through any other person, firm or body.
- (v) The Dealer shall not, and shall not permit or authorize any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any sales or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities: (i) involving or for the benefit of any Restricted Party, or (ii) in any other manner that would reasonably be expected to result in the Dealer or the Company being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming a Restricted Party.

- (iv) The Dealer shall be solely responsible for any breach or contravention by itself, its 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 business including, without prejudice to the generality of the foregoing. The concerned authorities respectively appointed under the Payment of Wages Act, 1936, Shops and Establishment Act of the relevant jurisdiction, Factories Act, 1948 and the Workmen's Compensation Act, 1923 or any statutory modifications or re-enactments of the said statutes or rules and the Company shall not be responsible in any manner for any liability arising out of noncompliance by the Dealer with the same.
- (v) The Dealer undertakes faithfully and promptly to carry out, observe and perform all directions or rules given or made from time to time by the Company for the proper carrying on of the Dealership of the Company. The Dealer shall scrupulously observe and comply with all laws, rules regulations and requisitions of the Central / State government and of all authorities appointed by them or either of them including, in particular, the Chief Controller of Explosives, Government of India, and/or Municipal and/or any other local authority with regard to the storage and sale of Indizel and the Products.
- (vi) The Dealer shall obtain any or every licence necessary for the storage/sale of Indizel and Products at the Premises required under any Central/State Government or Local enactment for the time being in-force and shall faithfully observe and perform all the terms and conditions for such licence and shall promptly renew the same from time to time.
- (vii) The Dealer shall not carry on from the Premises any business other than that of the sale of the Indizel and Products supplied by the Company save and except and only to the extent, if any, to which the Dealer may be permitted in writing by the Company at its sole discretion to carry on such other business at or from the Premises.

- (viii) All expenses in connection with or incidental to the storage, handling, sale and distribution of the Indizel and Products shall be borne by the Dealer. The Dealer shall be solely responsible for the payment of all local and other taxes in respect of the sale of the Indizel and Products.
- (ix) The Dealer shall furnish an undertaking to the Company in such format and manner as the Company may prescribe from time to time with regard to due compliance with the acts, rules, regulations and directions of any competent authority.
- (x) The Dealer shall comply with all policies communicated to Dealer by the Company, including but not limited to employment/ labour, professional conduct, human resources, non-discrimination, gender sensitivity, corporate social responsibility etc.
- (x) The Dealer shall supply to the Company such reports, returns and other information relating to orders and projected order for the Indizel and the Products as the Company may from time to time reasonably require.

17. Personnel

- (i) The Dealer shall at its cost and risk appoint such number of skilled personnel to manage and run the Retail Outlet as may be required by the Company from time to time (“**Personnel**”).
- (ii) All such Personnel shall undergo training as provided by the Company or its representatives and the Dealer hereby agrees and undertakes that the Dealer shall not employ any person who has not undergone such training. If required, the Company shall send a team to the Dealers Premises to train any new personnel. The Company shall charge the Dealer for any such training provided by the Company.
- (iii) The Personnel shall be the employees of the Dealer and not the Company. The Personnel shall have no relationship to the Company.

- (iv) The Dealer shall be responsible to comply with all relevant employment laws including contract labour laws, if required. The Dealer shall defend, indemnify and hold harmless the Company from and against any and all claims that and Dealers Employees may make against the Company for any reason whatsoever.

18. Indemnity

18.1 Dealer's Indemnity

- (i) The Dealer shall be responsible for any third party claims arising from any injury to or loss or damage to property of any person (including reasonable legal fees) arising out of the transfer, storage or use of the Indizel and Products at and from the Premises (each referred to as a “**Dealer's Third Party Claims**”).
- (ii) The Dealer shall fully indemnify and hold the Company, its Affiliates, officers, employees, contractors and agents harmless in respect of the Dealer's Third Party Claims provided that the indemnity shall not extend to, and the Company hereby waives any claim against the Dealer in respect of Third Party Claims to the extent caused by any negligent act or omission or wilful misconduct of the Company, its Affiliates, officers, employees, contractors and agents.
- (iii) The Dealer hereby indemnifies and agrees to indemnify and keep the Company indemnified and harmless against any and all loss, cost, damage, expense, actions, proceedings, claims, demands, suits etc. that the Company may have to suffer/incur as a result of or in consequence of any act or omission of whatsoever nature of the Dealer, his employees, labours, servants and/or agents, including, without prejudice to the generality of the forgoing, any accident or loss or damage arising out of the storage, handling and/or sale of the Indizel and Products or attributable to the use of the Premises for the aforesaid purposes 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 Dealer, its servants or agents.

- (iv) 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 following, namely:-
- a) If the dealer shall commit a breach of an of the covenants and stipulation contained in the agreement, and fail to remedy such breach within four days of the receipt of a written notice from the Company in that regard.
 - b) Upon
 - i. The death or adjudication as insolvent of the dealer, if he be an individual;
 - ii. The dissolution of the partnership of the dealer's firm or the death of adjudication as insolvent of any partner of the firm, if the dealer be a firm.
 - iii. The liquidation, whether voluntary or otherwise or the passing of an effective resolution of the winding up, if the dealer be a company or co-operative society.
 - c) If any attachment is levied and continued to be levied for a period of seven days upon the effects of the dealer or any individual partner for the time being of the dealer's firm or any member of the dealer co-operative society.
 - d) If the dealer or any partner in the dealer's firm or any member of the co-operative society appointed as dealer hereunder shall be convicted of a criminal offence.
 - e) If a receiver shall be appointed to any property or assets of the dealer or of any partner In the dealer's firm or of any member of the dealer co-operative society.

- f) The Licence issued to the dealer by the relevant authorities for the storage of petroleum and other products supplied by the Company is cancelled or revoked.
- g) If the dealer shall for any reason make default in payment to the Company in full or his outstanding as appearing in Company books of account beyond 4 days of demand by the Company.
- h) If the dealer does not adhere to the instructions issued from time to time by the Company in connection with safe practices to be followed by him in the supply/Storage of the Company's products or otherwise.
- i) If the dealer shall contaminate or tamper with the quality of any of the products, supplied by the Company.
- j) If the dealer shall sell the product, supplied by the Company at prices higher than those fixed by the Company / Statutory authority.
- k) If the dealer shall either by himself or by his servants or agents commit or suffer to be committed any act which, in the opinion of the Territory Manager of the Company for the time being in whose decision shall be final, is prejudicial to the interest or good name of the Company or its products the Territory Manager shall not be bound to give reasons for such decision.
- l) If any information given by the dealer in his application for appointment as a dealer shall be found to be untrue or incorrect in any material respect.

19. Representations and Warranties

19.1 Each Party represents and warrants to the other that:

- (i) It has the full legal ability and authority to enter into and carry out its obligations under this Agreement and this Agreement constitutes a valid, legally binding and enforceable obligation on it and does not conflict with the terms of any agreement by which it may be bound;
- (ii) All approvals necessary to allow it to enter into this Agreement and to carry out the obligations contemplated herein have been given or received and shall remain in full force and effect throughout the term of the Agreement;

- (iii) There are no applicable constitutional provisions, laws, regulations, decrees or rules of the Competent Authorities in force on the date of execution of this Agreement, which restrict or prohibit the ability of the Parties to enter into and perform the terms of this Agreement; and
- (iv) This Agreement does not conflict with any provisions of any law, rule, regulation, notification or judgement as in effect on the date of execution of this Agreement.

19.2 The Dealer hereby further represents that neither the Dealer, nor any of its Associates, Affiliates, or joint ventures, nor any of their respective directors, partners, officers, relatives or employees nor, to the knowledge of the Dealer, any persons acting on any of their behalf:

- (i) is a Restricted Party; or
- (ii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.

20. Marketing and Publicity

- (i) The Dealer shall display or exhibit at or near the Premises, such signs and other publicity materials as the Company may provide and/or require to be displayed or exhibited.
- (ii) The Dealer shall not engage in or carry out any publicity work in respect of his Dealership business without obtaining the prior approval of the Company both as regards the nature of the work and the manner in which it is to be done.
- (iii) All marketing material and stationary including but not limited to brochures, pamphlets and other forms of display and advertisements shall be subject to the approval of the Company.

21. Intellectual Property Rights

- (i) The Dealer acknowledges the process and information for production of Indizel to be the intellectual property of the Company. The Dealer agrees to maintain secret and confidential all information (whether technical or otherwise) obtained in connection with or pursuant to this Agreement and specifically the Indizel.
- (ii) The Dealer shall comply with the Company's brand guidelines or instructions relating to the form and context in which trademarks, logos or the intellectual property materials and literature are used during the term of this Agreement.
- (iii) The Dealer acknowledges that the Dealer has no rights in or to the Intellectual Property Rights of Indizel and the Products and undertakes not to do or omit to do anything by which the goodwill and reputation associated with the Intellectual Property Rights of the Company might be diminished or jeopardized.
- (iv) The Dealer must inform the Company immediately of any infringement or apparent or threatened infringement of the Intellectual Property Rights of the Company in relation to Indizel and the Products and of any passing off of goods as the Indizel and Products of which the Dealer may become aware. In addition, the Dealer must on request assist the Company in dealing with such infringements.
- (v) Unless otherwise expressly agreed in writing between the Parties, all right, title and interest in and to all the Intellectual Property Rights in and relating to the Products shall belong to Indizel and the Company.
- (vi) This Clause shall survive any termination or determination of this Agreement.

22. Confidentiality

- (i) Each Party acknowledges and agrees that in connection with this Agreement, it will have access to certain trade-secrets, information regarding business strategies, business arrangements, business and operating processes, financial information, Customer related data and information and other non-public confidential information of the other during and in connection with the performance of obligations hereunder (“**Confidential Information**”), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such

Confidential Information for any purpose other than as strictly required for performance under this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of the other Party's access to such Confidential Information. Each Party agrees to protect the proprietary information of the other with the same standard of care and procedures used by each to protect its own proprietary information of similar importance but at all times using at least a reasonable degree of care.

- (ii) Each Party acknowledges that the other may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, Confidential Information under this Agreement, or be required by law, court order, warrant, subpoena, or other legal judicial process to disclose any Confidential Information to any person and in such circumstances the disclosing Party will not be in breach of this Agreement for complying with such obligations to the extent legally bound. Dealer shall notify Company as soon as reasonably possible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- (iii) This clause shall survive any termination or determination of this Agreement.

23. Insurance

- (i) The Dealer shall during the continuance of this Agreement obtain and maintain full insurance from an insurance company identified by the Company of Retail Outlet and for the operation of its business and employees, as applicable. The Dealer shall adequately insure himself and the Company against the following risks viz. third party risks, fire and explosion risks, and / or loss of or damage to the product for any cause whatsoever.

- (ii) The Dealer shall, at its own expense, during the term of this Agreement and any extension thereof, maintain full insurance under any workmen's compensation laws effective in the State and other applicable jurisdiction covering all persons employed by and working for it in connection with the performance of this Agreement. The Dealer shall prior to the end of every calendar month furnish Company with satisfactory evidence of the maintenance of such insurance.
- (iii) The Dealer shall ensure timely payment of premia for such insurances. In the event of receipt of insurance proceeds pursuant to any claim made under such insurance policies availed by the Dealer ("**Insurance Proceeds**"), the Insurance Proceeds shall be utilised towards replacing the asset so insured to the satisfaction of the Company.
- (iv) The Dealer shall take prior written consent of the Company before assigning any insurance policy, availed pursuant to the terms of this Agreement, in favour of any third party, including but not limited to any bank or financial institution, or before making any third party, including but not limited to any bank or financial institution, a loss payee in any such insurance policy.

24. Taxes

- (i) Each Party shall be liable and responsible to pay its own taxes and file necessary returns.
- (ii) Payments by one Party to the other would be made after deducting taxes as per prevalent statutory provisions, for which the Party making the deduction would issue the requisite certificate within the prescribed period.

25. Termination

26.1 This Agreement may be terminated as follows:

- (i) By a mutual agreement in writing between both Parties.

- (ii) By either Party upon provision of at least thirty (30) days written notice expiring at any time on or after the Initial Period from the signing of this Agreement.
- (iii) By either Party by giving written notice to the other if the other breaches this Agreement and fails to remedy that breach (if capable of remedy) within five (5) days of being given a written notice identifying the breach and requiring it to be remedied.
- (iv) This Company shall have the right to terminate this Agreement without notice in the event of:
 - (a) In case the Dealer is a partnership or a limited liability partnership, if the Dealer is dissolved or a notice of dissolution is given to it or any of its partners or if the Dealer or any of its partners commits an act of insolvency or makes an application for being declared insolvent or an order is passed declaring it or them or any of them an insolvent.
 - (b) Any notice for winding up has been filed against the Dealer, if the Dealer be a company.
 - (c) If the Dealer (being an entity other than as provided (a) and (b) above) becomes subject to proceedings for taking it into liquidation, whether voluntarily or compulsorily, may be or have been commenced or if any resolution for voluntary winding-up is passed or if an order of a court of competent jurisdiction is made or the Dealer suspends payments or announces an intention to do so or suggests readjustment or rescheduling of its repayment obligations.
- (v) If any attachment is levied and continued to be levied for a period of seven (7) days upon the effects of the Dealer or any individual partner for the time being of the Dealer's firm or any member of the Dealer cooperative society.
- (vi) If the Dealer or any partner in the Dealers firm or any director of the company any member of the cooperative society appointed as Dealer hereunder shall be convicted of a criminal offense.

- (vii) If a receiver shall be appointed of any property or assets of the Dealer or of any partner in the Dealer's firm or of any member of the Dealer cooperative society.
- (viii) The license issued to the Dealer by the relevant authorities for the storage of Indizel and the Products supplied by the Company is cancelled or revoked.
- (ix) If the Dealer shall for any reason make default in payment to the Company in full or his outstanding as appearing in cooperation's books of account beyond four (4) days of demand by the Company.
- (x) If the Dealer does not adhere to the instructions issued from time to time by the Company in connection with safe practices to be followed by him in the supply/storage of the Company's Indizel and Products or otherwise.
- (xi) If the Dealer shall contaminate or tamper with the quality of any of the Indizel and Products, supplied by the Company.
- (xii) If the Dealer shall sell the Indizel and Products, supplied by the Company at prices higher than those fixed by the Company
- (xiii) If the Dealer shall either himself or by his servants or agents commit or suffer to be committed any act which, in the opinion of the authorised representative of the Company for the time being in whose decision shall be final, is prejudicial to the interest or good name of the Company or its Indizel and Products the authorised representative shall not be bound to give reason for such decision.
- (xiv) If any information given by the Dealer in his application for appointment as Dealer shall be found to be untrue or incorrect in any material respect.
- (xv) Without prejudice to any remedy which the Company may have against the Dealer for any antecedent breach or non-performance of this Agreement, the Company may terminate this Agreement with immediate effect on giving written notice to the Dealer if the Dealer becomes bankrupt, insolvent or is prevented by infirmity or ill health, if he be a sole individual, from performing its functions under this Agreement.

(xvi) Subject as provided in this Agreement and to any rights or obligations accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.

(xvii) Termination shall not affect the operation of any restrictive covenants, Dealer's indemnity, liability, confidentiality and intellectual property and any other clauses intended to or capable of surviving termination of this Agreement.

26.2 Force Majeure Event

It is hereby agreed that neither Party shall be liable for any failure or omission to fulfil, observe or carryout any of the terms of this Agreement if fulfilment is delayed hindered or prevented by any circumstances whatever which is not with in immediate control of the Party affected thereby and not give rise to any claim by either Party hereto against the other or be a breach of this Agreement if the same shall be caused by or arises out of war, hostilities, riots, acts of the public enemy or belligerents, sabotage, blockade, revolution insurrection, requisition or rationing or allocation, whether imposed by law decree, regulation or by insistence or request of Governmental authority or person purporting to act thereof. In the event of any of the foregoing circumstances arising the Company shall be at liberty to withhold, or suspend deliveries hereunder to such extent as the Company in its discretion may think fit. Both Parties shall use its best endeavours to minimise the adverse consequences that any failure in performance of its obligations might have, and to return the performance of such obligations to normal as soon as possible.

26.3 In the event of termination:

- (i) The Dealer shall return all marketing material in-hand to the Company and shall also return all confidential information supplied by the Company.
- (ii) Entire Security Deposit amount paid by Dealer as per Schedule 4, shall be forfeited.

- (iii) All outstanding unpaid invoices rendered by the Company in respect of the Company's Indizel and Products shall become immediately payable by the Dealer and invoices in respect of the Indizel and Products ordered prior to termination but for which an invoice has not been submitted shall be payable immediately upon submission of the invoice;
- (iv) If the outstanding invoices remain unpaid for more than five (5) days, the Company shall appropriate the security cash deposited by the Dealer as security under Clause 4 above hereof to the extent of the amount due to it and if the amount thus appropriated shall be insufficient to cover the Dealer's indebtedness to the Company, the Dealer agrees to pay to the Company any such balance immediately on demand thereof being made by the Company.
- (v) The Dealer shall cease to promote, market or advertise the Indizel and Products or to make any use of the trademarks relating to Indizel and Products other than for the purpose of selling stock in respect of which the Company does not exercise its right of repurchase;
- (vi) The Dealer shall have no claim against the Company for compensation for loss of distribution rights, loss of goodwill or any similar loss.
- (vii) On the termination of the Agreement, the Dealer will immediately remove from the Premises all goods, property and effects belonging to him and hand over to the Company vacant and peaceful possession of the Premises and the Company shall be entitled to enter upon the Premises without any hindrance or objection from the Dealer and the Dealer shall cease to have any right whatsoever to enter or remain on, or use the Premises or the outfit in any manner. In case such goods, property and effects are not so removed by the Dealer within seven days of termination, the same may be removed by the Company at the Dealer's risk and the Company shall be under no obligation whatsoever to take any steps for the protection thereof and shall not in any way be responsible for loss or damage thereto.

- (viii) Upon the termination of this Agreement for any cause whatsoever, the property in the Indizel and Products supplied by the Company, at the date of the termination, in the possession of the Dealer shall automatically revert to and become vested in the Company and the Company shall be at liberty to deal with such Indizel and Products in any manner it deems fit but shall reimburse to the Dealer the cost thereof at the then current rates for the supply by it of the Indizel and Products so taken over by the Company as applicable to the Dealer.

26.4 Replacement of the Dealer

- (i) The Company reserves the right to replace the Dealer for the Dealership under the Agreement by giving written notice to that effect to the Dealer.
- (ii) Upon the appointment of new person as the Dealer (“**New Dealer**”), the New Dealer shall replace the Dealer and all rights and obligations of the Dealer under the Agreement shall be assumed by the New Dealer effective from the date of such appointment.

26. Miscellaneous

- (i) **Good Faith:** The Dealer shall act towards the Company in good faith and shall not allow its interests to conflict with the duties that it owes to the Company under this Agreement and the applicable law.
- (ii) **Assignment:** The Dealer shall not sell, assign, novate, sub-contract, mortgage, change or part with or otherwise transfer his interest in the Dealership or any right or interest or benefit conferred by this agreement or grant any license in connection with the Premises and/or outfit or any part thereof to any person, firm or company nor allow any other person, firm or company to use the Premises or the outfit or any part thereof except to extent necessary under the terms of Agreement and specifically permitted in writing by the Company.
- (iii) **No-Waiver:** Any indulgence granted by the Company to the Dealer in respect of the performance by the Dealer of its obligations under this Agreement or any neglect or failure by the Company to enforce any of the terms of it shall not be construed as a

waiver or variation of this Agreement or otherwise prejudice any of the Company's rights under it.

- (iv) Authority: The Parties undertake that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Agreement.
- (v) Severance: If any part of this Agreement becomes invalid, illegal or unenforceable the Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their contractual intentions as expressed in this document.
- (vi) Notices: Any notice required to be given pursuant to this Agreement shall be in writing and shall be sufficiently served by delivering the notice by registered courier to the address as mentioned in Schedule 1.
- (vii) Announcement: Except as required by Applicable Law or anticipated under this Agreement, Dealer shall not issue any announcement or other communication to any third party concerning its dealings with the Company in relation to this Agreement in any promotional, advertising or other materials, without Company's prior express written consent
- (viii) Counterparts: This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument
- (ix) Amendment: Except where expressly stated, in the event that the Parties wish to make any change to this Agreement then they shall do so expressly in writing, which must be signed by authorised representatives of both Parties.
- (x) Immunity - The Dealer shall be bound by this agreement and shall not claim any immunity in respect to the same and to the extent the Dealer may under any jurisdiction claim for itself or its assets immunity from suit, execution, attachment

or other legal process, the Dealer hereby waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

27. Governing Law and Jurisdiction

- (i) This Agreement shall in all respects be governed by Indian law.

- (ii) In case of any dispute arising out of or in relation to this Agreement shall, so far as it is possible, be settled amicably through consultation between authorized representatives of the Parties. If after [10] days of consultation, the Parties fail to reach an amicable settlement on any or all disputes or differences arising out of or in connection with this Agreement or its performance, such disputes or differences shall be resolved through Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final, conclusive and binding on all Parties to the agreement. The arbitration proceedings shall be in English Language and the venue of arbitration shall be as mentioned in Schedule 1 hereto.

Schedule 1

Sr. No.	Particulars	Details
A. DEALER DETAILS		
1.	Name:	
	PAN No.:	
	If the Dealer is a Company :	
	Address of the registered office:	
	Corporate Identity Number:	
	Address of the branch office:	
	If the Dealer is a Partnership :	
	Name of all the partners:	
	Address of the principal place of business:	
	If the Dealer is a Limited Liability Partnership :	
	Name of all the partners:	
	Address of the principal place of business:	
	If the Dealer is a Sole Proprietorship :	
	Address:	
	Name of the Sole Proprietorship	

Sr. No.	Particulars	Details
B. OTHER DETAILS		
2.	List of products other than Indizel (if any)	
3.	Initial Period	
4.	Effective Date	
5.	Lock in Period	
6.	Venue of Arbitration	

Schedule 2

Complete description of the property [owned/leased]² by the Dealer and [leased/sub-leased/licensed/let-out]³ to the Company:

² Retain as applicable

³ Retain as applicable

Schedule 3

List of Equipment to be installed at the Premises **BY THE COMPANY**

Schedule 4

Refundable Security Deposit: And Bank Guarantee

- My Eco Energy has received interest free Security Deposit of Rs. _____/- (Rupees _____ only).
- The Security Deposit shall be refunded upon termination of this Agreement after the deductions, if any, made pursuant to the provisions of this Agreement or adjusting the amount for any indemnity that the Company may be entitled to. To such extent, the Company shall have a right of lien over the amounts of the Security Deposit.
- First Instalment paid on _____ of Rs. _____ Lakhs
- Second Instalment of Rs. _____ to be paid on or before _____
- Third Instalment of Rs. _____ to be paid on or before _____

Bank Guarantee for Rs. _____ to be provided to MEE on or before _____ from only Scheduled banks.

Schedule 5

Margin and other Commercial terms

- The Dealer is entitled to receive a margin, which is currently 3% on per litre of sale. The margins will be settled on a weekly basis.
- The margin percentage can be amended any time during the tenure of this agreement based on the mutual consent and agreement in writing between My Eco Energy and the Dealer
- The Dealer shall make the payment for the Indizel and other Products supplied/to be supplied by the Company to the Dealer within _____ days of the Company raising an invoice on the Dealer in such manner as may be specified by the Company from time to time.
- *[Insert the details of the other loyalties/operators fees etc.]*
- Minimum Guaranteed volumes projected by the dealer which is _____ Kilo Litres from the third month from the date of commissioning.

Schedule 6

Amount of Bank Guarantee

INR _____ /- (Indian Rupees _____ Only)

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first hereinabove written.

**SIGNED SEALED AND DELIVERED
BY MY OWN ECO ENERGY
PRIVATE LIMITED** through its
authorized signatory Shri/Smt.

(Authorized Signatory for My Own Eco Energy Private Limited)

**SIGNED AND DELIVERED by the
withinnamed Dealer**

_____,
through its authorized
signatory/partners/proprietor Mr./Ms.

Witnesses:

- 1.
- 2.