

# 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.]<sup>1</sup>
- 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.

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

### Schedule 1

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

Sr. No.	Particulars	Details
	Proprietorship	
<b>B. OTHER DETAILS</b>		
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]<sup>2</sup> by the Dealer and [leased/sub-leased/licensed/let-out]<sup>3</sup> to the Company:

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<sup>2</sup> Retain as applicable

<sup>3</sup> 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.