

ANNEXURE B
PROVISIONAL
FUELENT AGREEMENT
FOR HSD DELIVERY THROUGH MOBILE DISPENSER

THIS AGREEMENT made at _____ on this _____ day of _____ 20__ between **NUMALIGARH REFINERY LIMITED**, a Company within the meaning of Companies Act 1956 and also a Public Sector Enterprise under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India having its registered office at 122A, G.S. Road, Christian Basti, Guwahati – 781 005, hereinafter referred to as “NRL” (which expression shall unless repugnant to the context mean and include its successors and assigns) of **ONE PART**

AND

M/s _____ (FuelEnt's Name), a Partnership firm / a Limited Liability Partnership firm / a Private Limited Company having its registered office at _____ (Hereinafter referred to as “FuelEnt” which expression unless repugnant to the context shall be deemed to include its legal successors and permitted assigns) of the other part;

HEREINAFTER both together shall be referred as Parties;

WHEREAS

NRL, a Public Sector Enterprise having its refinery at Numaligarh and Marketing Terminals in Numaligarh (NRMT) and also in Siliguri (SMT), is engaged in business of manufacture of petroleum products like High Speed Diesel, Motor Spirit, Aviation Turbine Fuel, LPG, Paraffin Wax, Sulphur, Raw Petroleum Coke, Calcined Petroleum Coke etc.

FuelEnt is a Start-up Partnership Firm/Limited Liability Partnership/Private Limited Company registered with Department of Promotion for Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry. FuelEnt is willing to engage in the trade of HSD reselling through Mobile Dispensers after buying the HSD from the Company's Supply locations / Retail Outlets as approved, permitted and endorsed in PESO License of the Mobile Dispenser of the FuelEnt and as specifically advised by the Company in writing from time to time.

The parties have agreed to enter in to this agreement for their mutual benefit and market growth.

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The parties hereby agree as follows:

1. Meanings:

'Identified Customers' means the customer as identified in the list provided and forwarded by the FuelEnt to PESO as per PESO requirement as amended by PESO from time to time.

'Refueling Site' in respect of an Identified Customer shall mean the site, which is identified by and forwarded by the FuelEnt to PESO, as may be amended from time to time by the FuelEnt after intimation to PESO, by the FuelEnt.

'Effective Date' means the date of signing of this Agreement.

'Supply Location' means the terminals of NRL located in Numaligarh called Numaligarh Refinery Marketing Terminal (NRMT) and Siliguri Marketing Terminal (SMT) where the FuelEnt has taken delivery of HSD in Mobile Dispenser.

'Dispensing Unit' in respect of a Mobile Dispenser means the delivery system, detachable or otherwise, forming part of the Mobile Dispenser.

'Mobile Dispenser' means the bowser having license from PESO in Form XIX which shall comprise of the chassis, storage tank and Dispensing Unit.

'HSD' means High Speed Diesel conforming to IS specification **IS 1460-2005**

'NRL Representatives' means persons authorized, from time to time, by the NRL for the purposes of this Agreement.

'Standard Operating Procedures' means procedures specified by NRL for loading from its Supply Locations (NRMT & SMT) and as specified by PESO for loading HSD into Mobile Dispenser and for dispensing HSD through Mobile Dispenser at refueling sites of identified customers.

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'**PESO**' means Petroleum and Explosives Safety Organization having offices across India.

'**PESO Licenses**' means the licenses granted to FuelEnt with respect to operation of Mobile Dispenser, copies of which have been furnished to NRL prior to the Effective Date.

'**RSP or Retail Selling Price**' in respect of HSD means the rate or selling price specified by NRL for its Retail Outlets or by any authority under law from time to time, or from day to day.

'**Taxes and Duties**' means any taxes, charges, levies, duties, fees and penalties, thereon including but not limited to Goods and Services Tax.

'**Crew**' means the driver and helper in respect of the Mobile Dispenser.

"**DDD Reseller**" means "Person" duly authorized by NRL in the meaning and scope of MS and HSD (Regulation of Supply, Distribution and Prevention of Malpractices) Second Amendment Order 2019 notified in Official Gazette by Ministry of Petroleum and Natural Gas on December 10th 2019.

2. Purpose and Scope

- 2.1. This agreement is a principal to principal agreement and does not create any agency rights and obligations.
- 2.2. FuelEnt has been registered/enrolled with NRL as "DDD Reseller".
- 2.3. FuelEnt agrees to buy HSD from the Supply Location/s (NRMT/SMT) in its Mobile Dispenser/s (Details of the Supply locations as endorsed in PESO License of the Mobile Dispenser and as specifically advised by NRL in writing from time to time), only for the purpose of reselling as set out in the MS and HSD (Regulation of Supply, Distribution and Prevention

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of Malpractices) Second Order 2019 (notified vide Gazette publication dated December 10th, 2019) and Amendment Order 2020 (notified vide Gazette publication dated February 3rd, 2020), and other applicable laws.

- 2.4. FuelEnt shall make available one or multiple number of Mobile Dispenser(s), registered with the RTO (Mobile Dispenser should be registered in the name of the FuelEnt) from effective date and must comply with the standards suggested by NRL and approved by PESO, for refueling of HSD to their Identified Customers' locations which have been informed to PESO as per PESO requirement.
- 2.5. FuelEnt agrees to comply with all rules and conditions of PESO as amended from time to time.

3. Advertisement & Registration fee

- 3.1. FuelEnt has applied to NRL for registration/enrolment as DDD Reseller in response to the advertisement dated _____.
- 3.2. FuelEnt has paid application fee of Rs. 10,000.00 [Rupees Ten thousand only] plus taxes to NRL for registration/enrolment as DDD Reseller.

4. Interest Free Security Deposit

- 4.1. FuelEnt has deposited a Security Deposit of Rs. 1,00,000.00 [Rupees One Lakh only] to NRL. NRL is authorized to and/or forfeit the said Security Deposit against the violation of any regulatory provision and breach of terms and conditions of this agreement including addendums and/or supplementary/associate agreements/standard operating procedures.

5. Period

- 5.1. This agreement is valid for 10 [Ten] years from the Effective date. After successful completion of the period, the agreement can be extended further on mutually agreed terms and conditions.

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- 5.2. If for any reason whatsoever, FuelEnt fails to uplift HSD in the Mobile Dispenser from NRL for a continuous period of 90 days at any time after execution of FuelEnt agreement, the Company reserves the right to terminate the FuelEnt agreement.

6. Quality, Quantity, Safety and Handling of the product

- 6.1. NRL's responsibility with regard to Quality, Quantity, Safety and Handling of the product will cease as soon as the product will be filled/loaded to the Mobile Dispenser.
- 6.2. FuelEnt shall be solely responsible in regard to any issue arising for Quality, Quantity, Safety and Handling of the product. If any such complaint is received by NRL, the Company shall forward such complaint to the relevant Govt. officials and action will be taken as advised by the Govt officials.

7. Pricing and Payments

- 7.1. FuelEnt will be supplied HSD from NRL's Supply location situated at Numaligarh/Siliguri, FuelEnt shall be sold HSD at Ex-Supply Location price of the Company's Supply Locations which shall be decided on day to day basis by the Company.
- 7.2. The sale of HSD to FuelEnt shall be purely on advance payment basis.
- 7.3. All tax liabilities / license fee / statutory payments shall be borne by FuelEnt.

8. Statutory and Tax compliances

- 8.1. Compliance of Provisions in Essential Commodities Act, Control Orders and other statutory requirements of PESO, Weights & Measures, Motor Vehicles Act Taxation, labour laws, applicable State and Central government laws etc. would apply to FuelEnt. All statutory approvals and Licenses have to be obtained by the FuelEnt in their name and will carry out periodic renewal of such statutory licenses / approvals as per the requirement of statutory norms at their own cost.

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9. Process

9.1. Filling/Loading of Mobile Dispenser

9.1.1. The Mobile Dispenser shall be filled, at the Supply Location as endorsed in PESO License of the Mobile Dispenser and as specifically advised by NRL in writing from time to time.

9.1.2. Standard Operating Procedures for loading HSD into Mobile Dispenser at NRL's Supply Location form integral part of this agreement which is more specifically described under in **Annexure I** and as amended from time to time. FuelEnt will keep itself updated on the said guidelines from PESO office / PESO website.

9.2. The Mobile Dispenser of FuelEnt may be filled one or more times in one day from the Supply Location as endorsed in PESO license.

9.3. Filling of mobile dispenser shall be carried out through Flow meters installed at the NRL's Supply Locations.

10. Supply of HSD to Identified Customers

10.1. FuelEnt shall resell the HSD only for those equipment in line with the Petroleum Amendment Rules, 2019 as notified by Ministry of Petroleum and Natural Gas in Gazette of India: Extraordinary dated May 29th, 2019.

10.2. For Standard Operating Procedures for dispensing HSD through Mobile Dispenser at refueling sites of identified customers, FuelEnt will abide by the guidelines specified by

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PESO as amended from time to time. FuelEnt will keep itself updated on the said guidelines from PESO office / PESO website

- 10.3. The FuelEnt shall strictly follow all provisions of the above mentioned Standard Operating Procedures.
- 10.4. The selling price of HSD can be decided by the FuelEnt on the basis of mutual agreement with the identified customer. NRL shall not be a party to any dispute arising out of the selling Price or other liability(ies) between the FuelEnt and its identified customer.
- 10.5. The FuelEnt shall sell / supply HSD though the Mobile Dispenser to refueling sites only of the Identified Customers.

11. General

- 11.1. FuelEnt shall have no right to use the NRL's brand, trademark, logo in any form. FuelEnt shall not represent itself as NRL's representative or agent or franchisee or in any other capacity other than the one created in this agreement.
- 11.2. FuelEnt shall not make any commitments or guarantees on behalf of NRL.
- 11.3. FuelEnt shall not sell, assign, sublet, mortgage, charge, or part, or otherwise transfer his rights or interest or benefit conferred under this Agreement.
- 11.4. It is further agreed by the FuelEnt that it shall not publish any advertisement or press release or make any statements in any media including social media using NRL's name / brand / trademark/logo without prior written permission from the Company.
- 11.5. SOPs (Annexure 1) form integral part of this agreement. FuelEnt declares that it has understood and agreed to the SOPs.

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12. Covenants

12.1. Mobile Dispenser

- 12.1.1. The FuelEnt shall operate the Mobile Dispenser at its own cost, risk and expense, which shall include any toll charges and fuel expenses, any other expense as per statutory requirements or guidelines issued by the Govt. authorities.
- 12.1.2. The FuelEnt shall keep the Mobile Dispenser and its surroundings in a safe, clean and satisfactory condition.
- 12.1.3. The FuelEnt shall not replace/ detach/ remove any component of the Mobile Dispenser, except for the purposes of fueling / filling / maintenance. Any change in the design of the Mobile dispenser will have to be approved by PESO and RTO and amended in the license before it is put to use again.
- 12.1.4. The FuelEnt shall be responsible for the maintenance, service and repair of the Mobile Dispenser at its own cost.

13. Parking

- 13.1. The FuelEnt shall ensure that the Mobile Dispenser is parked at the PESO approved Parking Space only. FuelEnt has to arrange parking space for Mobile Dispenser as per Form XIX, at its own cost.

14. Crew

- 14.1. The Crew of the mobile dispenser of the FuelEnt shall at all times work under the supervision and control of the FuelEnt.
- 14.2. The FuelEnt shall be responsible for compliance of Motor Vehicles Act and all applicable labour laws in respect of the deployment and functioning of its Crew.

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14.3. The FuelEnt shall ensure that its Crew abides by the terms and conditions of this agreement, the terms and conditions of PESO Licenses, as applicable and other Standard Operating Practices issued from time to time by NRL / other statutory authorities.

14.4. Mobile Dispensers shall be deployed, maintained and operated through trained crew by "FuelEnt" at their own cost. Trained crew should be able to operate safety equipments and handle exigencies

15. Representations and Warranties :

15.1. These representations and warranties shall survive the execution and delivery of this Agreement. The FuelEnt represents and warrants to NRL that:

15.1.1. The FuelEnt is and shall continue to be in compliance with all applicable Laws.

15.1.2. The FuelEnt have obtained all licenses, permissions, consents, approvals and authorizations from government / statutory authorities required under law, and all management and shareholder approvals necessary to enable the FuelEnt to perform its obligations under this Agreement and all such necessary approvals, licenses, permissions, consents, approvals and authorizations are valid and effective, and covenants that the same shall remain valid and effective through the period and shall obtain any additional approvals, licenses, permissions, consents and authorizations that are required to enable NRL to perform its obligations under this Agreement.

15.1.3. The FuelEnt is not under any liquidation, court receivership, or any similar legal proceedings nor any other steps have been taken or notice received for its winding-up or dissolution.

15.1.4. The FuelEnt have in place/shall have the requisite Mobile Dispenser(s) with necessary fixtures, facilities to perform its obligations under the Agreement, and shall maintain the adequacy of its Mobile Dispenser(s) with necessary fixtures, facilities during the period of this Agreement, without any cost to NRL.

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- 15.1.5. The FuelEnt have clear right, title and interest to the Mobile Dispenser(s) and NRL can perform its obligations under this Agreement without any charge, claim to the Mobile Dispenser/s from any third party.
- 15.1.6. The FuelEnt shall not undertake or allow any 'Change in Constitution'. 'Change in Constitution' shall mean; (a) change in partner(s) of partnership firm or a limited liability partnership, (b) change in member of a private limited Company, or (c) change in it's legal status.
- 15.2. The FuelEnt further represents and warrants to NRL that:
- 15.2.1. It is duly incorporated and validly existing under the laws of its place of incorporation and has the power, capacity and authority to own its assets and to conduct its business as contemplated herein;
- 15.2.2. This Agreement has been duly executed by it and is a legal, valid and binding document enforceable against it in accordance with its terms;
- 15.2.3. The execution of this Agreement does not violate any law;
- 15.2.4. It shall always act as a reasonable and prudent FuelEnt;
- 15.2.5. It confirms that all its representations and warranties set forth in this Agreement are independent of each other and true, complete and correct in all respects at the time as of which such representations and warranties were made or deemed made, and shall continue to have full effect during the period of this Agreement; and
- 15.2.6. It has the necessary power to perform its respective obligations under this Agreement.

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16. Indemnity

- 16.1. FuelEnt shall indemnify and keep indemnified and hold harmless NRL from and against all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against it by reason of any act or omission of the FuelEnt or its Crew, agent, or employees in the course of performance under the Terms and conditions of this Agreement.
- 16.2. FuelEnt shall at all times indemnify and keep indemnified NRL, its officers, employees, and agents against all losses, damages, liabilities, suits, actions, legal proceedings, claims, demands, or otherwise howsoever arising out of any claims made by the central and/or state government and/or municipal local and/or other competent authorities and/or Customers and/or any third party as a result of or in consequence of any act or omission of whatsoever nature of FuelEnt, his servants or agents including without prejudice to the generality of the foregoing, any accident or loss or damage/injury to life and/or property arising out of storage, handling, and/or sale of HSD or attributable to the use of Mobile Dispenser 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 FuelEnt, Crew, servants, or agents.

17. Insurance

- 17.1. FuelEnt shall purchase Public Liability Insurance to cover public loss arising out of accidents to be valid during the currency of this agreement.
- 17.2. FuelEnt shall at all times, and from time to time take out adequate and proper insurance, with respect to the Mobile Dispenser during the validity of these terms and conditions.
- 17.3. FuelEnt shall be guided by the terms and conditions of the insurance policies and ensure that its act of omission or commission does not in any manner impair or dilute the insurance policies or extent of coverage thereof.

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- 17.4. FuelEnt shall at all times, and from time to time procure and maintain at its sole cost and expense, insurance policies including product insurance, fire insurance, financial insurance, third-party liability insurance, and any additional insurance as may be required or available to cover the liability of the FuelEnt in relation to the risks assumed by the FuelEnt under this Agreement and also the liability of the FuelEnt to indemnify NRL, its officers, employees, and agents in accordance with the Agreement.

18. Term and Termination

- 18.1. The Agreement shall come into effect as on the Effective Date. The Agreement shall remain valid for a period of 10 [Ten] years from the Effective date, unless terminated earlier in terms hereof.
- 18.2. The Agreement shall terminate prior to the validity period upon occurrence of any of the following events;
- 18.2.1. FuelEnt commits a breach or defaults in any of the provisions of the Agreement
- 18.2.2. FuelEnt party is subject to any insolvency and or bankruptcy proceedings and or winding up.
- 18.2.3. Any direction of Central / State Govt. to such effect.
- 18.2.4. Any proven breach of violation of statutory norms. Breach investigated and proved by Govt. officials.
- 18.2.5. Changes in business scenario leaving the trade not beneficial for NRL.
- 18.2.6. In case of change of ownership or/ and change of legal status of the FuelEnt.
- 18.2.7. In case of cancellation of any of the license issued to FuelEnt for functioning as DDD reseller.

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18.2.8 If for any reason whatsoever, FuelEnt fails to uplift HSD in the Mobile Dispenser from NRL for a continuous period of 90 (Ninety) days at any time after execution of FuelEnt agreement.

18.3. Rights and obligations accrued prior to the termination of the Agreement shall survive the termination of the Agreement.

18.4. All provision which by their very nature are intended to survive termination shall survive the termination of the Agreement.

19. Amendments

19.1. No amendment of any provision of the Agreement nor consent to any departure by any of the Parties of the terms thereof, shall in any event be effective unless in writing and signed by the Parties hereto and then such consent shall be effective only in the specific instance and for the specific purpose for which it is given. Any delay in exercising a right under the Agreement shall not operate as a waiver thereof.

20. Severability

20.1. If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.

21. Notice

21.1. All notices required to be served by either of the Parties upon the other shall be in English language and shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A.D. post at the following addresses and such service shall be deemed to have been effected in the case of delivery by hand, on the date on which it is so delivered and in the case of delivery by Registered A.D. post on the date the Registered A.D. notice is received by the addressee.

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Address for the Company: Numaligarh Refinery Limited, 122A, GS Road, Christian Basti, Guwahati - 781005

Address for FuelEnt : _____

Email for FuelEnt : _____

- 21.2. Either Party shall notify to the other in writing any change in such address for services of notice upon them.

22. No agency

- 22.1. Nothing in the Agreement shall be interpreted in a manner to constitute an agency or franchisee. NRL and the FuelEnt shall be treated as independent companies/enterprises. . The relationship between the parties is that of Principal to Principal basis.

23. Confidentiality

- 23.1. Each Party shall keep strictly confidential and shall not disclose to any third party the contents of this Agreement without prior permission from disclosing party.
- 23.2. All confidential and proprietary information disclosed by the Disclosing party to the Receiving party, including information which the disclosing party identifies in writing or otherwise as Confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Confidential Information consists of certain specifications, designs, plans, drawings, software, prototypes, data, details, information and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to the Receiving party from the Disclosing party for and during the purpose of this Agreement, which disclosing party considers proprietary or confidential ("Information").

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- 23.3. The receiving party shall use Information only for the purpose of this Agreement, shall hold Information in confidence using the same degree of care as it normally exercises to account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this Agreement.
- 23.4. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:
- a) Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b) Has become generally available to the public without breach of confidentiality obligations of the receiving party. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
 - c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure and receiving party declare of possession of such confidential information within a day upon such disclosure by disclosing party ; or
 - d) Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity and co-operate with disclosing party to contest or limit the scope of such required disclosure including application for a protective order.
 - e) Is disclosed with the prior consent of the disclosing party; or
 - f) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality

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or non-use towards the disclosing party.

24. Entire Agreement

- 24.1. The Agreement constitutes the entire understanding between the Parties and any amendment may be made in accordance with terms hereof.

25. Counterparts

- 25.1. The Agreement is being executed in two counterparts, each of which shall be deemed an original but both when taken together constitute one and the same instrument. NRL is retaining the original Agreement and the FuelEnt is retaining the counterpart.

26. Dispute resolution

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall in any event be referred only to a Sole Arbitrator.
- b. The appointment and arbitration proceedings shall be conducted in accordance with the SCOPE Forum of Arbitration Rules for the time being in force or as amended from time to time.
- c. The Seat of arbitration shall be at Guwahati.
- d. The proceedings shall be conducted in English language.
- e. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.

27. Governing law and Jurisdiction

- 27.1. This Agreement and its interpretation, validity and performance shall be governed by the laws of India.

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27.2. Court at Guwahati shall have exclusive jurisdiction with respect to any matter arising under or in relation to this Agreement.

27.3. The FuelEnt shall bear the cost of execution of the Agreement, including stamp duty and any other levy, as payable under the Applicable Law.

DULY SIGNED AND EXECUTED ON THE EFFECTIVE DATE

FuelEnt	Numaligarh Refinery Limited
Name:	Name:
Designation:	Designation:
Signature:	Signature:
Date:	Date:

Witnesses:

1.

2.

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