



HINDUSTAN URVARAK & RASAYAN LIMITED

(A Joint Venture of NTPC, CIL, IOCL, FCIL & HFCL)
9th Floor, Core-4, Scope Minar, Laxmi Nagar, New Delhi – 110092

IMPORTANT TERMS AND CONDITIONS

1. The applicant firm should have existing valid retail dealership agreement with Fertilizer PSUs (NFL/RCFL/BVFCL/MFL/FACT) for the districts for which retail dealership is applied for.
2. Selected applicants will be required to sign a Retail Dealership Agreement with HURL which will form the basis of dealing with HURL. The cost of stamp papers (as per State law) shall have to be borne by the dealers.
3. Immediately after execution of Retail Dealership Agreement, Dealers have to arrange to get HURL's products included in the certificate of Retail registration.
4. Retail Dealers will have to deposit an interest free Security Deposit as mentioned in "Letter of Intent" (LOI) in favour of "HINDUSTAN URVARAK & RASAYAN LIMITED", payable at Delhi. The Security Deposit will NOT carry any interest and will be refunded on termination / resignation of the retail dealership and after HURL's property being with you is returned.
5. Retail Dealers will be strictly governed by all the statutory Rules & Regulations as well as maximum retail selling price (MRP) fixed by the Government / HURL from time to time.
6. HURL reserves the right to review the retail dealership afresh or terminate the retail dealership in case of subsequent change in constitution of the firm at HURL's sole discretion.
7. Retail dealers will have to make all efforts to promote sales of HURL's owned & traded

products in the assigned territory of operation. Any practice which damages the HURL image and reputation will result in termination of dealership.

8. Retail dealers will exercise utmost diligence to achieve the sales volume and month wise off- take of fertilizers; both manufactured and other traded products from HURL as indicated in your retail dealership application form.
9. Supplies will be made against advance payment of value of materials by RTGS/NEFT/ from any Nationalized Bank. No interest is payable by HURL for any advance payment received against sale order etc.
10. Retail dealers have to be strictly adhere to the provisions of Fertilizer Control Order (FCO) and Essential Commodity Act (ECA).
11. Applicant's firm should have GST registration.
12. Applicant should have PAN card of proprietor for proprietorship firm and PAN card of the firm in case applicants' firm is partnership/company/others.
13. Applicant should have owned / rented / leased shop / office for Retail dealers, Such leased premises should be mentioned or incorporated in the FRC.
14. Applicant should have operational current account in the name of applicant's firm.
15. Applicant should not have any criminal charges or any violation of FCO reported against him/her.
16. Statutory requirements and obligations with regard to selling and storage of fertilizers will be the sole responsibility of the Retail dealer. He will arrange the space for warehousing HURL products at its own cost or other expenses as required by the State Govt.
17. HURL will make all possible efforts to supply company's products to Retail dealer from time to time. However, no claim can be made in case of failure to supply HURL's products due to unforeseen circumstances beyond the control of HURL.
18. Any dispute arising out of this Retail dealership appointment from legal angle will be subject to Delhi jurisdiction.

19. Retail dealer will abide by the agreed targeted sales for one year as mentioned in Retail dealership Application.
20. This appointment will be based on the constitution of firm as given in the application form. It will be your responsibility to intimate any change in the constitution by Registered post with Acknowledgement to Marketing office, Delhi.
21. Please confirm the acceptance of all the terms and conditions as above.

Please Note: wherever it is mentioned Dealer, it will be read as Retail Dealers.