

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड  
भारत सरकार का उपक्रम  
बरौनी (रिटेल) टेरिटरी



BHARAT PETROLEUM CORPORATION LIMITED  
A Govt. of India Enterprise  
Barauni (Retail Territory)

ENI/RO CC-CFS-RURAL-278-15453182155362

Date : 07-03-2020

MR SUMIT KUMAR  
SRI MANOHAR PASWAN  
NEAR POLICE STATION AKBARNAGAR  
SULTANGANJ, DIST- AGALPUR  
PIN-813223 (BIHAR) MOB:8789074402

### LETTER OF INTENT

Dear Sir,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location: BETWEEN AKBARNAGAR TO SULTANGANJ ON NH-80, District BHAGALPUR State BIHAR Category : SC, Type of RO: REGULAR, Type of Site: CFS

We refer to our advertisement dated 25-11-2018 and your application form No. 15453182155362 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot held at Jubilee Hall, Barauni Refinery Township, Dist.- Begusarai on 16.07.2019.

Please be informed that by this Letter of Intent, we propose to offer you a Retail outlet dealership of Bharat Petroleum Corporation Limited at the above location on the following terms & conditions:-

1. You have offered a suitable piece of land admeasuring 35 meters approx. (frontage) X 45 mtrs (depth) at Khata No. 251, Plot No. 372 as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 4 months from the date of this letter failing which this offer is liable to be withdrawn. (For Group 2) *✓*

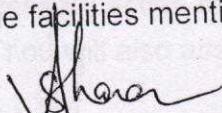
बरौनी (रिटेल) टेरिटरी, एन.एच.-31, पो.आ०.-पपरौर, लिला-वेगूराय, पिन-851210 (बिहार)  
फोन : (06243) 244722/243818/245473/242047, टेलि-फैक्स : (06243) 244722  
एंजीकूट ऑफिस : भारत भवन, 4 - 6, करीमभौय रोड, वेलार्ड इरटेट, पोस्ट बॉक्स क्र० 688, मुंबई - 400 001

2. As and when advised by the Corporation, the site offered by you would be duly developed up to the road level by cutting/filling (as applicable), with good earthmumurum, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12 (e)/11(e) of affidavit submitted by you along with application. Subsequently, the land would be required to be transferred on lease for a minimum period of 19 years 11 month with renewable option at rentals mutually agreed upon / sold to Bharat Petroleum Corporation Limited. Kindly note that in case the site as offered by you for leasing/sale to Bharat Petroleum Corporation Limited for putting up the Retail Outlet is not made available for lease/purchase as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice. However, there is no commitment from Bharat Petroleum Corporation Limited, for taking the said land from you.

3. Bharat Petroleum Corporation Limited will develop the retail out let at the above location "BETWEEN AKBARNAGAR TO SULTANGANJ ON NH-80, District BHAGALPUR" on the said site to be taken on lease by Bharat Petroleum Corporation Limited with appropriate structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by Bharat Petroleum Corporation Limited on its sole discretion such as Canopy, Service Station or any other facility as may be decided by Bharat Petroleum Corporation Limited.

4. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee (incl. GST) recoverable is Rs. 472.77/KL for MS and Rs. 393.97/KL for HSD.
5. The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above, whatever may be the cause of the failure or delay.



8. You will provide at the retail outlet other mandatory facilities like

- a. Clean drinking water.
- b. Clean toilet.
- c. Telephone.
- d. First aid kit with valid medicines.
- e. PUC facilities, wherever it is mandatory.
- f. Other facilities as may be specified by the Corporation from time to time.

9. For enabling you to operate the dealership, Working capital, as may be determined by the Corporation at its sole discretion to be utilized only for the purpose of taking delivery of MS/HSD/Lubes from the Corporation to maintain supply.

The above working capital will carry interest as per the policy of the Corporation.

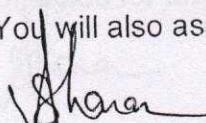
The aforesaid working capital along with the interest, will be repayable by you in 100 equal monthly installments commencing from the 13<sup>th</sup> month of commissioning of the dealership.

10. You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application without the approval of the Company, except your spouse as per terms and conditions of the OMC (Name).

11. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership. You will give us a written undertaking to this effect and shall not assign or part with the same to any other person (s).

You will not be eligible for taking up any employment. If you are already employed you will have to resign from the employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by the Oil Company.

12. As agreed, you will be initiating necessary action towards enabling registration of site where the Retail Outlet is planned. You will also assist us in getting the requisite NOC from appropriate Authorities.



13. You will deposit with us a Demand Draft for Rs 3,00,000 (Rupees Three Lakhs only drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited ~~you~~ ~~at Begusarai~~ towards security Deposit ( after setting of the Initial Security ~~deposit amount~~) at the time of issuance of appointment letter after compliance of all the ~~requirements~~ of LOI. Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such expiry of agreement is consequent to proven adulteration/malpractice ~~at the dealership~~, this amount will be forfeited. Moreover, this Corporation reserves its right to adjust this amount towards any dues to it.

14. You will be notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any central ~~state govt.~~ / municipal or local authorities for the time being in force.

15. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.

16. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.

17. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

- a) In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive anytime or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).
- b) If it is found that you have suppressed and / or misrepresented any material facts in your application.
- c) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.

*V. J. Phorar*

- ④ In the event of death if you are an individual/partner.
- ⑤ In case you are not able to provide the developed land within the specified time or fail to fulfill of terms & conditions of LOI or withdraw for any reason, then LOI can be withdrawn and selection cancelled. In such situations Initial Security Deposit (ISD) would be forfeited.
- ⑥ This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. The dealership will be allotted to you on your complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard dealership agreement between you and us.
- ⑦ In case access permission for Retail Outlet from NHAI for the land offered by you at Mouza- Nasopur, Khata no.251, Plot no. 372, Thana no.07 of area 1575 Sq. Mtr. is not received, then LOI will be withdrawn and your candidature will be considered as per guidelines treating the land offered is not suitable/meeting requirement and is rejected.

Should you require any further details / guidelines, please get in touch with our office at the address mentioned below :

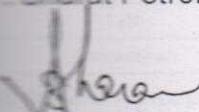
**Bharat Petroleum Corporation Limited  
Barauni (Retail) Territory  
NH-31, At & PO.- Papraur  
Dist.- Begusarai, Bihar, Pin- 851210**

You have one time option to offer alternate land meeting all specifications in the advertised location/stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after selection.

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully  
For Bharat Petroleum Corporation Limited

  
Amishesh Sharan  
Territory Manager(Retail), Barauni