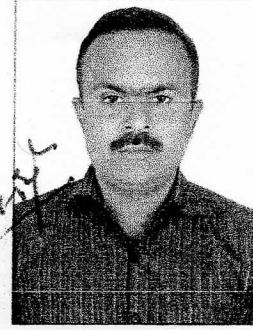




LOI . VARANASI LUCKNOW RD

1.1.2014

**Shri Narendra Bahadur singh ,  
s/o Shri Satyanarayan Singh ,  
R/o Village Jalalpur ,  
Post Kadipur Khurd ,  
Tehsil :Kadipur ,  
District : Sultanpur  
Uttar Pradesh- 228145.**



Dear Sir ,

**Sub: Proposed MS/HSD Retail Outlet Dealership at Location " Between Km Stone Nos 57-59 on Varanasi-Lucknow Road NH-731(Old NH-56) on LHS ", District : Sultanpur , U.P , Category : Open , BPC Plan .**

We refer to your application dated 13.10.2011 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent interview held at the Office of State Coordinator ( UP EAST) , Lucknow on 4.12.2012 .


Please be informed that by this Letter of Intent, we propose to offer you a Retail outlet dealership at "Between Km Stone Nos 57-59 on Varanasi-Lucknow Road NH-731(Old NH-56) on LHS " , District : Sultanpur , U.P , on the following terms & conditions :-

1. You have agreed to transfer the land admeasuring 35m (Frontage) x 45m(Depth) at "Between Km Stone Nos 57-59 on Varanasi-Lucknow Road NH-731(Old NH-56) on LHS " , District :Sultanpur , Uttar Pradesh as indicated by you in the application for the development of the Retail Outlet . Within 2 months from the date of this letter, this site has to be transferred on lease to BPCL for a minimum period of 30 years at rentals mutually agreed upon.
2. BPCL will develop the retail out let at the above location on the said site to be taken on lease by BPCL with appropriate structures, storage tanks and pumps.
3. 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 recoverable is Rs.48 / -KL for MS and Rs.41 / -KL for HSD.

*[Signature]*  
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4. 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, what ever may be the cause of the failure or delay.
5. You will provide at the retail outlet following basic facilities at your cost in consultation with us.
  - a. Clean drinking water.
  - b. Free Air.
  - c. Clean toilet.
  - d. Telephone.
  - e. First aid kit with medicines.
  - f. Adequate illumination.
  - g. PUC facilities , wherever it is mandatory.
6. You will procure all financial and other arrangements for operating the retail outlet dealership.
7. 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 and shall give an undertaking to this effect.
8. Pl note that letter of appointment will be issued subject to the following :
  - a) You shall operate the dealership personally full time without any additional partners and you will give us a written undertaking to this effect .
  - b) You agree to shift your residence to "Between Km Stone Nos 57-59 on Varanasi-Lucknow Road NH-731(Old NH-56) on LHS ", District : Sultanpur (if you stay away from the location) in order to effectively operate the retail outlet as stated in a) above and give us a written undertaking to this effect
  - c) You agree to resign from your present job, if any and submit to us attested copies of your letters of resignation and its acceptance .
  - d) This is subject to final outcome of Writ petition No 513(M/B) pending before Lucknow Bench of Hon'ble Allahabad High Court .**
9. 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 within one month of handing over of necessary documents.

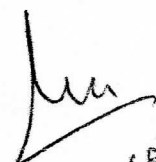
Bharat Petroleum Corporation Ltd.

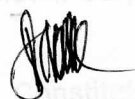
  
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10. You before being issued the appointment letter will have to pay an interest free refundable security deposit of **Rs 3.0 lakhs (Three lakhs only)** drawn on any scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd payable at Deoria (U.P) . However ,The actual amount payable will be based on the trading area sales during the immediate previous financial year of the date of issue of Letter of Appointment (LOA), after you have complied with all the requirements of the LOI. Kindly note that this 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, the Corporation reserves its right to adjust this amount towards any dues to it.
11. 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, within a period of two months, comply with the following requirements and produce proof thereof to our satisfaction.
- a. You have obtained 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; and
  - b. You have resigned from your employment, if you are employed, and obtained the letter of acceptance from your employers.

Please note that your failure to comply with the requirements mentioned above will entitle the corporation to withdraw this letter of intent without making any further reference to you, purely at your own risk.

12. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
1. 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).
  2. If it is found that you have suppressed and / or misrepresented any material facts in your application.
  3. In the event of death if you are an individual/partner.

  
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13. 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, on your complying with the terms and conditions spelt out herein above be confirmed / formalized by an appointment letter, followed by signing of both you and us of our standard dealership agreement.
14. Kindly note that in case the site as agreed upon by you for leasing to BPCL for putting up the Retail Outlet is not leased within 2 months from the date of this letter, this Letter Of Intent will be withdrawn without any further notice.
15. Should you require any further details / guidelines, please get in touch with our office at the address mentioned below :

**Territory Manager (Retail)-Gorakhpur  
Bharat Petroleum Corporation Limited.,  
POL Depot , Deoria Road,  
Baitalpur , District: Deoria , U.P-274201**

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Limited ,

*Hareesh Kumar*

**Territory Manager (Retail) Gorakhpur .**

*1/1/2014*

Bharat Petroleum Corporation Ltd.

