

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

भारत सरकार का उपक्रम
मथुरा क्षेत्र - रिटेल



BHARAT PETROLEUM CORPORATION LTD.

A Govt. of India Enterprise

Mathura Territory - Retail

ADDENDUM TO LOI

Ref : MTR LOI BETWEEN KM STONE NOS 133 TO 137 ON SH 33,

Date : 01.09.2017

To

Smt. Divakar Radhaben
w/o Sh. Sushil Kumar
R/o Karatla Road
Near Old Police Station Sidhpura
Distt. Kasganj
Uttar Pradesh - 207246
Phone No. 9456476697



Dear Madam ,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location : Between KM Stone Nos 133 to 137 on SH-33 Revenue District Kasganj State UP Category : SC CFS – Regular Plan 2014.

We refer to our Letter of Intent dated 04.03.2016 for the award of MS/HSD Retail Outlet dealership at the above location wherein you were required to arrange land admeasuring 35 meters approx.(frontage) X 35 mtrs (depth) at survey no. Gata No. 605, Situated at Village Manpur Nagriya Pargana, Ulai Tehsil Kasganj Distt. Kasganj for construction of the subject Retail Outlet allotted to you.

Subsequently, vide your letter no. nil dated 26.10.2016, you have offered / you have offered to arrange an alternate land admeasuring 35 meters approx.(frontage) X 35 mtrs (depth) at survey no. 489, Situated at Village Manpur Nagriya Pargana, Ulai Tehsil Kasganj Distt. Kasganj which has been found suitable. You have to make available this land within 2 months (Group 1) from the date of this letter failing which subject LOI is liable to be withdrawn.

All other terms and conditions of the subject LOI shall remain unchanged.

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully

For Bharat Petroleum Corporation Ltd.


TERRITORY MANAGER (RETAIL) MATHURA

AKNOWLEDGEMENT

I hereby accept this addendum Letter of Intent dated 04.03.2016 with all the terms and conditions stipulated therein.


Place : Mathura

Signature : 

Ref :

Date - 10.1.2018

Date : 1-9-2017


(Tonesh chaturvedi)

प्रादेशिक प्रबंधक (रिटेल) मथुरा
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

डी-1, इंडस्ट्रियल एरिया, साइट-बी, पोस्ट-मथुरा रिफाइनरी, मथुरा-281 005 (उ.प्र.) दूरभाष : 0565 2480007, 2480070, 2480008, 2480529 फैक्स : 91-0565-2480208
रजिस्टर्ड ऑफिस : भारत भवन, 4-6, करीमभाय रोड, बैलार्ड एस्टेट, पोस्ट बॉक्स सं० 688, मुम्बई - 400 001

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

भारत सरकार का उपक्रम
मथुरा क्षेत्र - रिटेल



BHARAT PETROLEUM CORPORATION LTD.

A Govt. of India Enterprise

Mathura Territory - Retail

Ref : MTR LOI BETWEEN KM STONE NOS 133 TO 137 ON SH 33, Date : 04.03.2016

To

Smt. Divakar Radhaben
w/o Sh. Sushil Kumar
R/o Karatla Road
Near Old Police Station Sidhpura
Distt. Kasganj
Uttar Pradesh - 207246
Phone No. 9456476697



Dear Madam

Sub : Proposed MS/HSD Retail Outlet Dealership at Location : Between KM Stone Nos 133 to 137 on SH-33 Revenue District Kasganj State UP Category : SC, CFS Regular Plan 2014.

We refer to our advertisement dated 08.07.2014 and your application form No. 300000472/01 for the award of MS/HSD Retail Outlet dealership at the above location and the declaration of result for the Location on 17.12.2015, you being single eligible candidate for the subject location.

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 35 mtrs (depth) at survey no/ Gata No.605 Situated at Village Manpur Nagriya Pargana, Ulai Tehsil Kasganj Distt. Kasganj as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.

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 earth/murram, 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) of affidavit submitted by you along with application. Subsequently, the land would be required to be transferred on lease for a minimum period of 29 years 11 Months 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.

(Tonesh chaturvedi)

शुभक प्रबंधक (रिटेल) मथुरा
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
मथुरा-281005

डी-1, इंडस्ट्रियल एरिया, साइट-बी, पोस्ट-मथुरा रिफाइनरी, मथुरा-281005 (उ.प्र.) दूरभाष : 0565-2480007, 2480070, 2480008, 2480529 फैक्स : 91-0565-2480208
रजिस्टर्ड ऑफिस : भारत भवन, 4-6, करीमबाँय रोड, बैलार्ड एस्टेट, पोस्ट बॉक्स सं० 688, मुखई - 400 001

D-1, U.P.S.I.D.C., Industrial Area, Site 'B', P.O. Mathura Refinery, Mathura-281005 (U.P.) Tel. : 0565-2480007, 2480070, 2480008, 2480529 Fax : 91-565-2480208

Place: Mathura
Date 10.1.2018

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3. Bharat Petroleum Corporation Limited will develop the retail outlet at the above location Village Budasi on the said site to be taken on lease by Bharat Petroleum Corporation Limited 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 from time to time.

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 recoverable is Rs.48 / -KL for MS and Rs.41 / -KL 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.

6. You will provide at the retail outlet other mandatory facilities as listed below:-

- Clean drinking water.
- Free Air.
- Clean toilet.
- Telephone.
- First aid kit with valid medicines.
- Adequate illumination.
- Generator/Invertor
- PUC facilities, wherever it is mandatory.
- Other facilities as may be specified by the Corporation from time to time

7. 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, which at present is @ 11% per annum payable monthly from the date of disbursement of the working capital by the Corporation.

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

8. 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, except your spouse as per terms and conditions of the BPCL, and shall give an undertaking to this effect.

9. 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

Place: Mathura

Date: 10.1.2018

Y

W (Tonesh chaturvedi)

प्रादेशिक प्रमुख (रिटेल) मथुरा
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
प्लॉट डी-1, रोड नं 26, इंडस्ट्रियल एरिया,
साइट-डी, मथुरा, उत्तर प्रदेश

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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.

10. 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.

11. You will deposit with us a Demand Draft for Rs 500000/- (Rupees Five Lacs)drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Mathura towards security Deposit 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, the Corporation reserves its right to adjust this amount towards any dues to it.

12. 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.

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

14. 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.

15. 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.

Place : Mathura

Date : 10.1.2018

X

X (Tonesh Chaturvedi)

प्रादेशिक प्रबंधक (रिटेल) मथुरा
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
प्लॉट डी-1, रोड नं. 26, इंदिरा नगर, मथुरा
साइट-बी, भा.प. रिफाइनरी, मथुरा-281003

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c) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.

d) In the event of death if you are an individual/partner.

16. 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.

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

Territory Manager (Retail)
Bharat Petroleum Corporation Limited,
D-1, road No. 26, UPSIDC industrial Area
P.O. Mathura refinery Mathura

Please acknowledge receipt of this letter.

Thanking you,

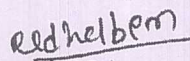
Yours faithfully
For Bharat Petroleum Corporation Ltd.


TERRITORY MANAGER (RETAIL) MATHURA

AKNOWLEDGEMENT

I hereby accept this Letter of Intent with all the terms and conditions stipulated therein. I hereby further confirm that I / My family members do not hold RO dealership/SKO-LDO Dealership/LPG distributorship and have not received any letter of Intent for any other Dealership/distributorship of any Oil Company or in partnership with any other individual. I hereby also undertake not to accept any other Letter of Intent. (for Individual applicant)


Place : Kalsajung


Signature :

Ref: Date 4.3.2016

Name : Dilwaker & Reldhelber

Place : Mathura
Date: 10.1.2018

 (Tonesh chaturvedi)
प्रादेशिक प्रबंधक (रिटेल) मथुरा
भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड
प्लॉट जी-1, रोड नं 26, इंडस्ट्रियल एरिया,
साइट-बी, पो. रिफाइनरी, मथुरा-281005