



संक्रान्त-4

LETTER OF APPOINTMENT

Ref: LOA SIRSIA PATTI HUSSAIN/2374/ 300038269

Date: 30.09.2021

To,

Smt. Usha Mall  
Smt. Nilam Mall  
Shri Abhay Pratap Mall,  
Vill : Gopwapar, Post : Garauna  
District: Deoria (U.P.)  
Pin - 274604



Dear Sir/Madam,

**Sub: MS/HSD Retail Outlet Dealership at Location: on SH79 between stone no 17 and 20 on RHS, District : Deoria, State : Uttar Pradesh, Category: OPEN, BPC Regular Plan (Customer/SAP Code: 229686).**

We refer to our Letter of Intent of Ref: GKP/LOI/NRO/Adv18/2374/ 300038269 Date: 14.08.2019 for the award of MS/HSD Retail Outlet dealership at the above location and your acceptance to all the terms and conditions mentioned therein.

We have pleasure in offering you MS / HSD dealership in respect of our Retail Outlet at location survey no/Khasra No.166, Village: Sirsia Patti Hussain, District : Deoria, State:Uttar Pradesh with effect from 30.09.2021. We note that the dealership will be run as a partnership firm in the same name and style of M/s MATESHWARI FILLING STATION hereinafter called as Licensee) with the following Office as partner:

Smt. Usha Mall  
Smt. Nilam Mall  
Shri Abhay Pratap Mall (Partner)  
M/s MATESHWARI FILLING STATION  
Village: Sirsia Patti Hussain, Post: Tarkulwa  
Dist: Deoria (U.P.)  
Pin - 274408

उषा मल्ल  
नीलम मल्ल

अभय प्रताप मल्ल

We are enclosing copy of executed Dealership Agreement / Dispensing Pump and Selling License Agreement (hereinafter called the Dealership Agreement / DPSL) along with the duplicate copy of this letter.

--2/-

M/s MATESHWARI FILLING STATION

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CIN L23220 MH 1952 GO1008931 E-mail: info@bharatpetroleum.in Web: www.bharatpetroleum.in

गोरखपुर डिपो, देवरिया पिन कोड-274201 (यू.पी.) फ़ैक्स (05568)-285026 फ़ोन (05568) 293138, 285225, 285267  
रजिस्टर्ड कार्यालय: भारत भवन, 4 एवं 6 करीमबाग रोड, बलाडे इस्टेट मुम्बई-400 001 फ़ैक्स (022) 2713874 दूरभाष (022) 2713000, 2714000

Off: Baitapur Depot, Deoria Pin-274201 (U.P.) Fax: (05568) 285026 Phone (05568) 293138, 285225, 285267  
Registered Office: Bharat Bhawan 4 & 6 Currihoy Road Ballard Estate Mumbai- 400 001 Fax (022) 2713874 Ph. (022) 2713000, 2714000

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We, inter alia, give below, for your guidance, some of the terms and conditions:

1. Subject to the terms and conditions in the Dealership Agreement / DPSL, the agreement shall be deemed to have commenced with effect from 30.09.2012 and shall remain in force for a period of 15 years from the date and the Corporation at its sole discretion may, however, renew and / or extend the validity period of the agreement for such further period and on such terms as may be deemed fit by this Corporation. Notwithstanding anything contained in this clause, the appointment of the dealership can be terminated by us before the expiry of the period, as mentioned herein, of the extended period, as the case may be, in terms and conditions of the aforesaid enclosed Dealership Agreement / DPSL.

We acknowledge receipt of the following:-

- i) Interest free Security Deposit of Rs. 5,00,000.00
- ii) Non-Refundable Bid amount of Rs. 72,00,000.00

This security deposit will not carry any interest and is refundable on expiry of the Dealership Agreement/DPSL. However, if the dealership is terminated for proven malpractice/adulteration then this security deposit amount will be forfeited. Moreover Corporation reserves its rights to adjust any payment that may be due to it from this amount at the time of termination of this dealership/ expiry of the DPSL agreement.

2. **LICENSE FEE:** In terms of clause 2 (A) of the Dealership Agreement / DPSL, you will be charged for present, the following License Fee:

MS : ₹ 435.83 per KL  
HSD : ₹ 363.19 per KL

This will be subject to revision as provided in the said clause of Dealership Agreement / DPSL.

3. **TERMS OF PAYMENT:** RTGS / Core Banking / e-payment through any Scheduled Bank in favour of M/s. Bharat Petroleum Corporation Limited. The RTGS / Core Banking / e-payment should cover full value of the supplies indented for.

*Rajul*

3/-

M/s MATESHWARI FILLING STATION

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30/09/2012 दिनांक 30/09/2012



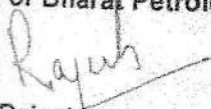
4. **SUPPLIES :** MS / HSD will be supplied in bulk tank lorries (owned / hired by the Corporation) against indents submitted by you at Bharat Petroleum Corporation Limited Baitalpur Depot or any other location as may be advised to you from time to time at Corporation's selling rate as quoted above.
5. **SELLING RATES:** Your selling rate to the public ex the above Retail Outlet shall be as on date Rs. 98.56 Per Litre for MS and Rs. 90.11 Per litre for HSD, which will be subject to revision without notice at any time.
6. **LICENSES AND REGISTRATION:** Please get the necessary Registrations completed and obtain the requisite Licenses from the Statutory Authorities which are required for operation of Retail Outlet.
7. **MANAGEMENT:** We expect you to manage the dealership efficiently and to our satisfaction and tap the full sales potential of the site. You and your representative should render courteous and satisfactory service to the motoring public.
8. We are also enclosing a copy of the extant Marketing Discipline Guidelines and other relevant stationery that would be required for operation of Retail Outlet.
9. The subject appointment will also be governed by all terms and conditions of Dealership Agreement / DPSL executed between you and the Corporation hereafter.

Please note that you cannot store or sell any other products from the aforesaid Retail Outlet premises without taking our prior written permission.

Thanking you,

Yours faithfully,

For Bharat Petroleum Corporation Ltd

  
(Rajesh)

Territory Manager (Retail) Gorakhpur

M/s MATESHWARI FILLING STATION

4/-

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अग्रिम माल माल

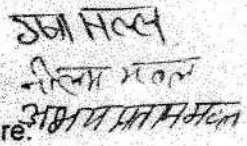


### ACKNOWLEDGEMENT CUM UNDERTAKING

1. I hereby accept this Letter of Appointment.
2. I am not employed / I was employed and have resigned from my employment proof of acceptance of resignation by my employer has been submitted to the Corporation. (for individual )
3. Affidavit as per Appendix XA or XB and Appendix IV (as applicable) is submitted.

(Note: for Individual applicant Affidavit as per Appendix – XA and Appendix IV to be obtained For non individual applicants Affidavit as per Appendix – X B to be obtained)

Place: Baitalpur

Signature: 

Ref: LOA. SIRSIAPATTI HUSSAIN/2374/300038269 Date: 30.09.2021

(74)



Ref: GKP/LOI/NRO/Adv18/2374/ 300038269

Date: 14.08.2019

To,

**Smt. Usha Mall,**  
W/o Mr. Vivek Pratap Mall,  
Vill : Gopwapar, Post : Garauna  
District: Deoria (U.P.)  
Pin - 274604



Dear Madam,

**Subject: Proposed MS/HSD Retail Outlet Dealership at Location: on SH79 between stone no 17 and 20 on RHS, District : Deoria, State : Uttar Pradesh, Category : OPEN (Regular)/ CC.**

We refer to our advertisement dated 25.11.2018 and your application form No. 15453884497458 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent Bid opening / draw of lot held at **Hotel Park Regency, 10 Park Road, Golghar, Gorakhpur** (Location where Bid opening / draw of lot held) on **19.06.2019**.

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 35.0 meters approx.(frontage) X 35.0 mtrs (depth) at survey no/Khasra No. 166, **Village: Sirsia Patti Hussain** 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. (For Group 1)
2. As and when advised by the Corporation, the site offered by you should be duly developed up to the road level by cutting/filling (as applicable), with good earth/murum, 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 alongwith application. Subsequently, the land would be required to be transferred on lease for a minimum period of 19 years & 11 months with renewable option at rentals mutually agreed upon / sold to BPCL.

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ऑफिस- बैतालपुर डिपो, देवरिया पिन कोड-274201 (यू.पी.) फैक्स (05568)-285026 फोन (05568) 293138, 285225, 285267  
जिस्टर्ड ऑफिस- भारत भवन, 4 एवं 6 करीमभाय रोड, बलाई इस्टेट, मुम्बई-400 001 फैक्स (022) 2713874 दूरभाष (022) 2713000, 2714000

Off. Baitalpur Depot, Deoria Pin-274201 (U.P.) Fax : (05568) 285026 Phone (05568) 293138, 285225, 285267

Registered Office : Bharat Bhawan 4 & 6 Curribhoy Road Ballard Estate Mumbai- 400 001 Fax (022) 2713874 Ph. (022) 2713000, 2714000

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Kindly note that in case the site as offered by you for leasing/sale to BPCL 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 BPCL, for taking the said land from you.

3. BPCL will develop the retail outlet at the above location **Village: Sirsia Patti Hussain** on the said site to be taken on lease by BPCL with appropriate structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by BPCL on its sole discretion such as Canopy, Service Station or any other facility as may be decided by BPCL from time to time.

4. For the facilities that may be provided by the Corporation as aforesaid, you would be required to pay 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 maybe 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 like Generator, Compressor with electric gauge for air filling, clean drinking water, Maintenance of Neat & Clean Toilet, Telephone, etc.
7. You will ensure all financial and other arrangements for operating the retail outlet dealership.

In case you are unable to arrange funds required for development of desired infrastructure and facilities at the Outlet allotted and the working capital for operation of the outlet as mentioned in the Advertisement for the location, this LOI can be withdrawn and you will have no claim/damages whatsoever against the Oil Company.

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 without the approval of the Company, except your spouse as per terms and conditions of the OMC (Name).
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 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 5.0 lakhs drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Deoria towards security Deposit (after setting off 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.
12. You will also remit an amount of Rs. 7200000.00 Lakhs towards Non-refundable fixed fee, by way of a Demand Draft for Rs 7200000.00 Lakhs drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Deoria within 15 days of receipt of NOC.
13. 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.
14. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
15. Please note that you are required to fulfil the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.
16. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-
  - a) If it is found that you have suppressed and / or misrepresented any material facts in your application.
  - b) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
  - c) In the event of death if you are an individual/partner.
17. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfil the terms & conditions of LOI, then LOI can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited.

The Initial Security Deposit (ISD) would also be forfeited if you are unable to submit the total bidding amount within the stipulated time or withdraw for any reason, your selection would be treated as cancelled and LOI withdrawn.
18. 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.