

भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड

भारत सरकार का उपक्रम  
मुजफ्फरपुर (रिटेल) टेरिटरी



BHARAT PETROLEUM CORPORATION LTD.

A Govt. of India Enterprise  
Muzaffarpur (Retail) Territory

LETTER OF INTENT

Ref: MZP.NRO.45.BIRAUL CHOWK

Date: 26.08.2019

To  
Mr. Ajay Kumar Paswan  
S/o Ram Swarup Paswan  
Vill - Balha,  
PO & Ps - Ashok Paper Mill  
District - Darbhanga, State Bihar : 846002

Dear Sir,

Sub : Proposed MS/HSD Retail Outlet Dealership at Location: Biraul Chowk (within 2 km from Biraul chowk on either side on SH -56, District - Darbhanga, State Bihar Category: SC

We refer to our advertisement dated 25.11.2018 and your application form No. 15456477243619 for the Award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot held at hotel The Royal Phular, Maripur on 25.06.2019.

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 minimum 35 meters (frontage) X minimum 35 mtrs (depth) at Khata no 183 (OLD), 1020 (NEW), Khesra no.2899 (OLD), 3777 (NEW), 3778 (NEW) 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have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.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 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 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Outlet is not made available for lease/purchase as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice.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 "Biraul Chowk (within 2 km from Biraul chowk on either side on SH -56". on the said site to be taken on lease/purchase 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 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. 435.83/KL for MS and Rs. 363.19/KL for HSD.

गाँव : शेरपुर, नारायणपुर अनन्त रेलवे स्टेशन के नजदीक, राष्ट्रीय उच्च पथ 28 पर, पोस्ट : एम आई सी बेला, मुजफ्फरपुर : 842005  
पंजीकृत कार्यालय : भारत भवन, 4 एवं 6 करीमबाँव रोड, बेलार्ड इस्टेट, पोस्ट शॉला नं : 688, मुंबई : 400 001, टेलिफोन : (022) 2271 3000, 2271 4000, फैक्स : (022) 2271 3874

Village : Sherpur, Near Narayanpur Anant Rly. Station on N.H. : 28, P.O. : MIC Bela, Muzaffarpur : 842005

Registered Office : Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Post Box No. 688, Mumbai - 400 001. Phone : (022) 2271 3000, 2271 4000. Fax : (022) 2271 3874

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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 like
  - a. Clean drinking water.
  - b. Free Air.
  - c. Clean toilet.
  - d. Telephone.
  - e. First aid kit with valid medicines.
  - f. PUC facilities, wherever it is mandatory.
  - g. 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 utilised 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 instalments commencing from the 13<sup>th</sup> 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 without the approval of the Company, except your spouse as per terms and conditions of the BPCL.
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.

You will deposit with us a Demand Draft for Rs 270000/- (Two lakhs seventy thousand only) drawn on any scheduled bank in favour of Bharat Petroleum Corporation Limited payable at Muzaffarpur 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.

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

गाँव : शेरपुर, नारायणपुर अनन्त रेलवे स्टेशन के नजदीक, राष्ट्रीय उच्च पथ 28 पर, पोस्ट : एम आई सी बेला, मुजफ्फरपुर : 842005  
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14. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:-

- If it is found that you have suppressed and / or misrepresented any material facts in your application.
- In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
- In the event of death if you are an individual/partner.
- 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).

15. In case you are not able to provide the land / develop facilities within the specified time or fail to fulfill the terms & conditions of LOI, then LOI can be withdrawn. In such situations Initial Security Deposit (ISD) would be forfeited.

16. 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:

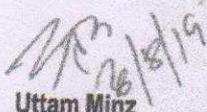
Muzaffarpur POL Depot  
Bharat Petroleum Corporation Limited  
Village - Sherpur, Near Narayanpur Anant Railway Station  
NH-28, P.O - MIT, Bela, Muzaffarpur - 842005

Please note the following:

Note : 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

  
Uttam Minz  
Territory Manager (Retail) Muzaffarpur

#### ACKNOWLEDGEMENT

I/we hereby accept this Letter of Intent with all the terms and conditions stipulated therein.

I/We do hereby confirm that I/we am/are eligible for allotment of Retail Outlet dealership as per applicability of Multiple Dealership Norm defined under Clause "Disqualification" in the "Brochure for Selection of Dealers for Regular & Rural Retail Outlets" and I am / we are not disqualified for allotment of Retail Outlet dealership under other conditions mentioned therein.

Place : ~~Jaipur~~  
Muzaffarpur

Date : 26-8-19

  
Signature :

Name : अजय कुमार

गाँव : शेरपुर, नारायणपुर अनांत रेलवे स्टेशन के नजदीक, राष्ट्रीय उच्च पथ 28 पर, पोस्ट : एम आई सी बेला, मुजफ्फरपुर : 842005  
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Web : www.bharatpetroleum.in

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